



DAYTON CITY COUNCIL  
REGULAR MEETING

111 S 1<sup>st</sup> Street

HYBRID MEETING -In Person & Zoom

Revised 4/11/22

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April 12, 2022  
6:00 p.m.

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PRELIMINARY AGENDA

**A. Call to order**

1. Roll call

**B. Approval of agenda**

1. ACTION: Consider authorizing 4/12/2022 City Council Agenda as presented

**C. Public Comment**

**D. Ashley Strickland – Columbia County Emergency Management Director**

**E. Sheriff Joe Helm – Columbia County Sheriff's Office**

**F. Consent Agenda - Action**

1. Approval of March 9, 2022 Regular Council Meeting Minutes.
2. Approval of March 24<sup>th</sup>, 2022 Special Meeting minutes.
3. Approval of Claims Voucher Warrants as audited by the Finance Committee  
in the amount of = **\$ 202,281.18**

Vouchers - # 53855-53857,53882,53886-53888,53890,53967-53991,54035-54070

Approval of Payroll Voucher Warrants for March 2022 = **\$94,499.75**

Vouchers - #53858, -53872, 53992 -54034

**G. Items for Council Discussion/Presentation**

1. **Consider Authorizing the Mayor** to enter into a Land Purchase Agreement with Northwest Development, LLC to purchase a vacant City of Dayton lot on the Corner of North 1<sup>st</sup> Street and Commercial Street. Parcel.

**H. Items for Council Consideration/Action**

1. **Consider Authorizing Resolution # 1490** - Authorizing the Mayor to execute an Interlocal Cooperative Agreement between Columbia County and the City of Dayton for Temporary Planning Department Services .
2. **Consider Authorizing Resoluton # 1489** - Authorizing the Mayor to enter into a Final Purchase Agreement with landowners Bryan Martin and Pat & Rhonda Barker (Barker Family Farms) for parcels listed for fair market value .

**I. Mayor Report/Comments**

**J. Standing Committee Reports/Comments**

**K. Department Reports**

**L. Unfinished Business**

**M. New Business**

**N. Final Public Comment**

**O. Adjournment**

- *Next City Council meeting is scheduled for 5/10/2022*

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

**Topic: Dayton Regular City Council Meeting**

**Time: April 12<sup>th</sup> @ 6:00 pm – VIA ZOOM**

Join Zoom Meeting

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

**Meeting ID: 356 122 6503**

One tap mobile

+12532158782,,3561226503# US (Tacoma)

# DAYTON CITY COUNCIL MINUTES

Regular Meeting

Wednesday March 9, 2022

ZOOM MEETING

Dayton, Washington 99328

## CALL TO ORDER:

### A. Call to order

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

Roll Call: Present: Councilmembers: Laura Aukerman, Teeny McMunn, Dain Nysoe, Marchand Hovrud, Misty Yost, Tiger Dieu, Kyle Anderson

Staff: Debra Hays, Interim City Clerk, Ryan Paulson Public Works Director

### B. Approval of agenda

1. ACTION: Consider authorizing 3/9/2022 City Council Agenda as presented:

*Yost makes a motion to authorize 3/9/2022 City Council Agenda as presented; Aukerman seconds the motion. Agenda approved, unanimously.*

### C. Public Comment

*No Public Comment.*

- D. **Ashley Strickland** – Columbia County Emergency Management Director – *Strickland report on dispatch logs City, County, and Fire. He also updates council on contracted radio project and 911 system updates. They are on track to have these completed in the next 6 months.*

- E. **Sheriff Joe Helm** – Columbia County Sheriff's Office – *Helm update council on acquisition and interviewing of new deputies.*

### F. Consent Agenda - Action

1. Approval of Feb 9th, 2022, Regular City Council Meeting Minutes. *Yost makes a motion to for approval of the Feb 9<sup>th</sup> Regular City Council Meeting Minutes. Nysoe seconds the motion. Agenda approved, unanimously.*
2. Approval of Claims Voucher Warrants as audited by the Finance Committee in the amount of **\$154,044.10** Voucher #53843-44, 53850-54, 53915-53966  
Approval of Payroll Voucher Warrants for February 2022 **\$79,317.15**. Voucher #53827 – 53842 & 53891 -53914  
*Nysoe makes a motion to authorize Consent Agenda. McMunn seconds the motion. Motion carries unanimously.*

### G. Items for Council Consideration/Action

1. Dayton High School Alumni – Tammy Ketterman – Presentation of the Alumni Parade asking Mayor and Council permission to hold the annual Alumni Parade and confirm time and route. *Ketterman gives presentation in regard to the annual alumni Parade. Nysoe questions ketterman on Insurance coverage in regard to the City. Mayor explains to new council members the roll of council in regard to parades. Rob John Assistant Public Works Director discusses and makes recommendations for changes in parade routing. Council discusses. Nysoe moves to table the routing of the Alumni Parade. Yost seconds the motion. Motion carries unanimously.*
2. Consider Authorizing an agreement with Touchet Valley Little League – Presentation of mutual agreement and facilities use agreement. *Misty Yost gives a presentation to Council in relation to the facilities use agreement and the shared responsibility of the City and the Touchet Valley Little League. Council questions and discusses. Aukerman makes a motion to authorize a facilities use agreement with Touchet Valley Little League. McMunn seconds the motion. Motion carries 5 to 1 with Yost abstaining. Mayor Weatherford thanks Council member Yost for all her hard work.*

3. Consider Authorizing Ordinance # 1989 – Authorizing the Mayor to Amend Section 5-2.04 of the Dayton Municipal Code, Amending the 2018 Adopted International Building Codes by Reference. *Mayor Weatherford explains that there is a need to correct an oversight of 2 codes that were left out when amending the state codes by the previous planner and the need for these codes to be adopted/re-instated. Council discusses. McMunn makes a motion – Authorizing the Mayor to Amend Section 5-2.04 of the Dayton Municipal Code, Amending the 2018 Adopted International Building Codes by Reference. Nysoe seconds the motion. Motion carries unanimously.*
  4. Consider Authorizing Resolution #1488 – Authorizing the Mayor to Approve a Municipal Service Agreement for Lodging Tax Funded Activities with the Dayton Chamber of Commerce for Fiscal year 2022. *Mayor Weatherford explains the collection and distribution of hotel/motel excise tax disbursement and the current and previous contracts with the Dayton Chamber of Commerce. Council discusses and questions staff on usage of funds. McMunn motions to Authorize the Mayor to approve a Municipal Service Agreement for Lodging Tax Funded Activities with the Dayton Chamber of Commerce for the Fiscal year 2022. With the Amendment for the City of Dayton to retain 10% of the hotel/motel excise tax revenue as well as labor, cost and wages in the 106 fund for public works. Also removing the 3<sup>rd</sup> Whereas. (Whereas, the City, after the Planning/Economic Development Committee, duly reviewed Applications for Lodging Tax Funds and recommended lodging tax funded activities, wishes to have certain services performed hereinafter set for the requiring specialized skills and other supportive capabilities.) Nysoe seconds the motion. Motion carries unanimously. Nysoe inquires to staff in regard to the advertising of disbursement of tourism funding. Staff was not made aware that this needed to be done. Mayor Weatherford makes recommendation to Staff for future funding of tourism funds. He recommends that they be advertised for all non-profits to apply, prior to disbursement.*
- H. *Mayor Reports/Comments – Mayor Weatherford updates Council on the public works crew and their work at the fishpond at the park. They hope to have it filled and stocked by the end of the month. He also compliments the public works committee and their promotion of the park. Mayor Weatherford would also like to thank Misty Yost for her donation of her quarterly City Council wages in the amount of \$450.00 back to the city. He would also like to thank Marchand Hovrud for her letter to waive her City Council wages. Mayor Weatherford informs council of the amount of Utility accounts that are in the arrears and shut offs for non-payment. Mayor Weatherford and Staff report on what has been done and is being done to help with these accounts.*
- I. **Standing Committee Reports/Comments**
- Public Safety -Nysoe reports they had one meeting to notify member that he has stepped down as chair of the Public Safety Committee and will be replaced by Kyle Anderson.*
- Public Works -Aukerman reports that the public works committee will be meeting twice a month and would like to include staff. Aukerman met with Public Works Director Ryan Paulson to understand the duties and responsibilities as well as upcoming issues of the Public Works Crew. Members of the Committee will also be touring some of the City's grounds and facilities.*
- Finance Committee – Nysoe reports that they had one meeting with Randy Hinchliffe in attendance to explain the budget. Nysoe also reported scheduling for future meetings.*
- Parks and Recreation – Yost reports they have had several meetings in regard to the Touchet Valley Little League agreement as well as the upgrades to the City Park as a whole. The Committee is planning to meet once a week for the next few weeks.*
- Planning and community development – McMunn and Mayor Weatherford reports that the committee looked at the Main Street Action Plan and recommends that the Transportation Committee also look at the plan. They will schedule a workshop/meeting with the Transportation Committee. Which will need to be a public meeting as more than 4 council members will be in attendance. McMunn questions the possibility of forming a grant writing committee. The Mayor states he is not opposed to the creation of a grant writing committee. No action was taken.*
- Human Resources – Dieu -Nothing to report. Mayor Weatherford reported on interviews for future staffing.*
- Transportation – Hovrud - Nothing to report.*

**J. Department Reports**

Commissioners / Flood Control District – *Ryan Rundel* – *Rundel reports that the new County engineer is also the administrator for flood control district and that the county may get a grant for the comprehensive flood mitigation plan.*

Public Works Director – *Ryan Paulson* – *Paulson reports on possible changes to policies and procedures as well as upcoming public works projects. Paulson also reports on work in progress with the city crew as well as his meeting with the City Council committees. He also speaks in regard to code enforcement in the City of Dayton.*

City Clerk interim – *Debra Hays* – *Hays Reports on final payment of \$15,502.00 to pay off the outstanding loan for the S. 3<sup>rd</sup> St sewer reconstruction project from 2007. As well as speaking to the Department of commerce in relation to the 2020 covid grant funding. She also addresses problem and solutions with the zoom meetings. Hays also reports on communication with the Dept of Ecology for quarterly progress reports in regard to the land aquation for the wastewater treatment plant. As well as conformation of completion and implementation of the union contract for Public Works.*

Mayor Pro Temp – *Nysoe* – *Nysoe confirms that all committee members have received the Rules, Procedures and Ethics Handbook. He then proposes adding a new adhoc committee to review the Council Rules, Procedure and Ethics Handbook. Once the review/assignment is complete and the Council approves it the committee would be dissolved.*

Chamber of Commerce – *Misty Yost* – *Yost reports the Chamber meeting mostly consisted of talking about the meeting with the Port regarding the Child Care Facility issues. She also reports on upcoming chamber events. Yost ask that one of the City Council committee members consider taking her place as liaison for the Chamber of Commerce. Mayor Weatherford explains and approves of her decision.*

**K. Unfinished Business – No report.**

**L. New Business –** *Hovrud ask council to consider changing the Regular City Council meeting dates due to conflict with other meetings. Council discusses. Aukerman makes a motion to change the City Council Regular meeting dates to the 2<sup>nd</sup> Tuesday of the month at 6 PM. Nysoe seconds the motion. Motion carries unanimously. Mayor states that changing of meetings times may require a Resolution. Staff will address this before meeting can be changed.*

**M. Final Public Comment –** *Rundell and Hovrud compliment staff and council.*

**N. Adjournment**

With no further business to come before the Council, the meeting is adjourned at 7:42 pm.

***Yost makes a motion to Adjourn the City Council meeting of March 9th, 2022, Nysoe seconds the motion. Motion carries, unanimous.***

Next regular City Council meeting is scheduled for 4/13/2022.

City of Dayton

\_\_\_\_\_  
By: Zac Weatherford

Attested:

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deb Hays, Interim City Clerk

DAYTON CITY COUNCIL MINUTES  
Special Meeting  
Thursday March 24, 2022  
ZOOM MEETING  
Dayton, Washington 99328

CALL TO ORDER:

1. Call to order

Mayor Weatherford calls the meeting to order at approximately 5:30 p.m.

Roll Call: Present: Councilmembers: Misty Yost, Teeny McMunn, Tiger Dieu, Kyle Anderson.

Not attending: Dain Nysoe, Laura Aukerman, Marchand Hovrud

2. CONSENT AGENDA -RECOMMENDED ACTION:

- A.** Consider Authorizing Ordinance #1990 – Authorizing the Mayor to amend Ordinances 1960-A, 1896,1095 and 1931; section 06 of Title 1 Chapter 2 of the Dayton Municipal Code, Open to the Public Meeting of Location and Time. To Change Official Location for Council Meetings to be held at 111 S. 1<sup>st</sup> St., Dayton, WA unless otherwise specified. Regular meetings shall commence at six o'clock (6:00) p.m. and shall be open to the public. ***Yost makes a motion Authorizing the Mayor to amend Ordinances 1960-A, 1896,1095 and 1931; section 06 of Title 1 Chapter 2 of the Dayton Municipal Code, Open to the Public Meeting of Location and Time. To Change Official Location for Council Meetings to be held at 111 S. 1<sup>st</sup> St., Dayton, WA unless otherwise specified. Regular meetings shall commence at six o'clock (6:00) p.m. and shall be open to the public.***

***Dieu seconds the motion. Motion carries unanimously.***

- B.** Consider Authorizing Ordinance #1991 – Authorizing the Mayor to amend Ordinances 1934, 1872 and 1918, Sections 04 of Title 1 Chapter 2 of the Dayton Municipal Code, Regular City Council Meetings. To change the official day of regular City Council Meetings to the Second Tuesday of each month. ***Yost makes a motion – Authorizing the Mayor to amend Ordinances 1934, 1872 and 1918, Sections 04 of Title 1 Chapter 2 of the Dayton Municipal Code, Regular City Council Meetings. To change the official day of regular City Council Meetings to the Second Tuesday of each month. Dieu seconds the motion. Motion carries unanimously.***

3. Adjournment

***With no further business to come before the Council, The Special meeting is adjourned at 5:39 p.m. Yost make a motion to Adjourn the Special meeting of March 24th, 2022, McMunn seconds the motion. Motion carries, unanimous.***

Next regular City Council meeting is scheduled for 4/12/2022 @ 6:00 P.M. @ 111 S. 1<sup>st</sup> St. Dayton, WA 99328

City of Dayton

\_\_\_\_\_  
By: Zac Weatherford

Attested:

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deb Hays, Intermit City Clerk

# Register

# Accounts Payables

Fiscal: 2022

Deposit Period: 2022 - April, 2022 - March

Check Period: 2022 - April - April 13, 2022 - March 31, 2022 - March - March 15

Number	Name	Print Date	Clearing Date	Amount
<b>Bank of Eastern Oregon</b>	<b>7270002352</b>			
53855	Umpqua Bank	3/15/2022		Void
53856	Umpqua Bank	3/9/2022		\$15,502.52
53857	Walla Walla Web Weavers	3/15/2022		\$3,350.00
53882	Dept Of Revenue	3/15/2022		\$6,251.57
53886	Notary Public Program / Department of Licensing	3/23/2022		\$35.00
53887	Pacific Power	3/23/2022		\$15,076.09
53888	Zac Weatherford	3/25/2022		Void
53890	Invoice Cloud	3/31/2022		\$245.60
53967	Anatek Labs, Inc	3/27/2022		\$380.00
53968	Anderson Perry & Assoc	3/27/2022		\$4,797.50
53969	Bank Of America	3/27/2022		\$2,671.89
53970	Basin Disposal, Inc	3/27/2022		\$137.65
53971	Biggs, April	3/27/2022		\$131.27
53972	CI Information Management Shred Division	3/27/2022		\$45.45
53973	City of Dayton	3/27/2022		\$1,010.95
53974	Col Co Auditor	3/27/2022		\$21,548.52
53975	Col Co Planning & Building	3/27/2022		\$1,818.00
53976	Coleman Oil Company	3/27/2022		\$1,995.05
53977	Connetix	3/27/2022		\$5,515.75
53978	Dayton Chronicle	3/27/2022		\$96.64
53979	Dayton Electric	3/27/2022		\$292.68
53980	Derek & Staci Gloyn	3/27/2022		\$65.64
53981	Elk Drug	3/27/2022		\$17.33
53982	Invoice Cloud	3/27/2022		\$162.40
53983	Mcdonald Zaring Insurance	3/27/2022		\$110.00
53984	Office of Minority & Women Business Enterprises	3/27/2022		\$100.00
53985	Staples Credit Plan	3/27/2022		\$407.19
53986	U.S. Bank N.A. - Custody	3/27/2022		\$48.00
53987	Verizon Wireless	3/27/2022		\$166.25
53988	Vision Forms, LLC	3/27/2022		\$1,028.54
53989	Vision Municipal Solutions	3/27/2022		\$10,152.77
53990	WA State Treasurer	3/27/2022		\$2,506.83
53991	William R. Peacock / WWCPA	3/27/2022		\$20.00
54035	Hinchliffe, Randy	3/31/2022		\$711.59

# Accounts Payables

Number	Name	Print Date	Clearing Date	Amount
54036	2K Electric LLC	4/13/2022		\$227.22
54037	A Worksafe Service, Inc.	4/13/2022		\$75.00
54038	AWC - Drug & Alcohol Consortium	4/13/2022		\$695.00
54039	AWC Workers' Comp Retro Program	4/13/2022		\$608.15
54040	Centurylink	4/13/2022		\$1,190.98
54041	City of Dayton	4/13/2022		\$1,057.97
54042	Col Co Planning & Building	4/13/2022		\$1,140.70
54043	Col Co Treasurer	4/13/2022		\$53,542.71
54044	Col County Health System	4/13/2022		\$142.00
54045	Coleman Oil Company	4/13/2022		\$3,916.77
54046	Dayton Chronicle	4/13/2022		\$213.75
54047	Dayton Mercantile	4/13/2022		\$55.83
54048	Dept Of Ecology	4/13/2022		\$2,921.74
54049	Eddie Strickland	4/13/2022		\$88.74
54050	Elk Drug	4/13/2022		\$14.08
54051	Ferrelgas	4/13/2022		\$1,270.94
54052	Grainger	4/13/2022		\$486.71
54053	Industrial Software Solutions	4/13/2022		\$8,514.77
54054	Jamestown Networks	4/13/2022		\$3,391.57
54055	Konen Rock Crushing, Inc	4/13/2022		\$1,596.31
54056	National Safety, Inc	4/13/2022		\$580.74
54057	Notary Public Program / Department of Licensing	4/13/2022		\$35.00
54058	Pacific Power	4/13/2022		\$17,191.49
54059	Pape Machinery	4/13/2022		\$2,373.96
54060	Pepsi Cola - Walla Walla	4/13/2022		\$50.50
54061	Petty Cash - City Of Dayton	4/13/2022		\$157.63
54062	Sabin's Auto	4/13/2022		\$1,855.22
54063	The General Store	4/13/2022		\$68.74
54064	The Times	4/13/2022		\$208.25
54065	Van Ausdle Tires	4/13/2022		\$30.30
54066	Vision Municipal Solutions	4/13/2022		\$1,155.22
54067	Walla Walla Regional Water	4/13/2022		\$99.00
54068	Washington State Penitentiary	4/13/2022		\$640.80
54069	Western States Equipment	4/13/2022		\$244.72
54070	Zac Weatherford	4/13/2022		\$40.00
	<b>Total</b>		<b>Check</b>	<b>\$202,281.18</b>
	<b>Total</b>		<b>7270002352</b>	<b>\$202,281.18</b>
	<b>Grand Total</b>			<b>\$202,281.18</b>

# Register

Payroll

Fiscal: 2022

Deposit Period: 2022 - March

Check Period: 2022 - March - March 31, 2022 - March - March 15, 2022 - March - March 9

Number	Name	Print Date	Clearing Date	Amount
<b>Bank of Eastern Oregon</b>				
<b>Check</b>	<b>7270002352</b>			
53858	Costello, Wyatt M	3/15/2022		\$131.29
53859	Fletcher, Lloyd	3/15/2022		\$2,195.73
53860	Hays, Debra M.	3/15/2022		\$2,400.00
53861	John, Rob	3/15/2022		\$2,216.65
53862	Lambert, Isaiiah J	3/15/2022		\$1,572.61
53863	Moton, Donald G.	3/15/2022		\$2,376.10
53864	Paulson, Ryan A	3/15/2022		\$2,118.58
53865	Souza, Marcio	3/15/2022		\$1,473.88
53866	Strickland, Eddie L	3/15/2022		\$1,976.24
53867	Sweetwood, David	3/15/2022		\$1,665.93
53868	Walker, Alan J	3/15/2022		\$1,505.95
53869	Westergreen, Connie	3/15/2022		\$1,754.89
53870	Council No. 2	3/15/2022		\$401.71
53871	Internal Revenue Service - U S Treasury	3/15/2022		\$7,716.74
53872	Washington State Support Registry	3/15/2022		\$94.00
53992	Payroll Vendor	3/31/2022		Void
53993	Payroll Vendor	3/31/2022		Void
53994	Payroll Vendor	3/31/2022		Void
53995	Payroll Vendor	3/31/2022		Void
53996	Payroll Vendor	3/31/2022		Void
53997	Payroll Vendor	3/31/2022		Void
53998	Payroll Vendor	3/31/2022		Void
53999	Payroll Vendor	3/31/2022		Void
54000	Payroll Vendor	3/31/2022		Void
54001	Payroll Vendor	3/31/2022		Void
54002	Payroll Vendor	3/31/2022		Void
54003	Payroll Vendor	3/31/2022		Void
54004	Payroll Vendor	3/31/2022		Void
54005	Payroll Vendor	3/31/2022		Void
54006	Payroll Vendor	3/31/2022		Void
54007	Payroll Vendor	3/31/2022		Void
54008	Payroll Vendor	3/31/2022		Void
54009	Payroll Vendor	3/31/2022		Void
54010	Aukerman, Laura U	3/31/2022		Void
54011	Dieu, Tyler A.	3/31/2022		\$138.52
54012	Fletcher, Lloyd	3/31/2022		\$138.52
				\$2,131.21

Number	Name	Print Date	Clearing Date	Amount
54013	Hays, Debra M.	3/31/2022		\$2,425.48
54014	John, Rob	3/31/2022		\$2,231.52
54015	Lambert, Isaiah J	3/31/2022		\$1,529.53
54016	McMunn, Eileen M	3/31/2022		\$138.52
54017	Moton, Donald G.	3/31/2022		\$2,008.07
54018	Nysoe, Dain	3/31/2022		\$138.52
54019	Paulson, Ryan A	3/31/2022		\$2,386.44
54020	Souza, Marcio	3/31/2022		\$1,950.98
54021	Strickland, Eddie L	3/31/2022		\$2,247.04
54022	Sweetwood, David	3/31/2022		\$1,926.83
54023	Walker, Alan J	3/31/2022		\$1,704.14
54024	Weatherford, Zachary M	3/31/2022		\$859.80
54025	Westergreen, Connie	3/31/2022		\$1,976.98
54026	AFLAC Remittance Processing	3/31/2022		\$225.85
54027	AWC EMPLOYEE BENEFIT TRUST - PAYROLL	3/31/2022		\$14,788.68
54028	Dept of Labor & Industries	3/31/2022		\$5,211.42
54029	Dept of Retirement Systems	3/31/2022		\$10,189.46
54030	Employment Security - PFML	3/31/2022		\$744.07
54031	Internal Revenue Service - U S Treasury	3/31/2022		\$8,099.41
54032	WA State Employment Security	3/31/2022		\$537.01
54033	Washington State Support Registry	3/31/2022		\$94.00
54034	WSCCCE	3/31/2022		\$1,077.45
		<b>Total</b>	<b>Check</b>	
		<b>Total</b>	<b>7270002352</b>	
		<b>Grand Total</b>		<b>\$94,499.75</b>
				<b>\$94,499.75</b>



Zac Weatherford  
Deb Hays  
City of Dayton  
111 S 1<sup>st</sup> Street  
Dayton, Washington 99328  
dhays@daytonwa.com  
509-382-2361

Zach & Deb,

We are happy to present to you the following Letter of Intent for the purchase of the property described below on the terms and conditions set forth herein.

#### LETTER OF INTENT

**Seller:** City of Dayton

**Purchaser:** Northwest Development, LLC

**Effective Date:** The later date that Purchaser and Seller each executes this Letter of Intent.

**Property:** The 0.74 acre real property assigned parcel number 1-050-13-001-0000, address TBD, with legal description to be attached as Exhibit A, together with all improvements located thereon (the "**Property**").

**Purchase Price:** \$65,000 paid in cash or immediately available funds at Closing (as defined herein).

**Earnest Money Deposit:** Not later than three business days after a purchase and sale agreement for the Property (the "**Contract**") is executed by the Purchaser and Seller (such date, the "**Contract Date**"), Purchaser will deposit cash in the amount of \$2,500 (the "**Earnest Money Deposit**") into an escrow account with a title company of Purchaser's choosing. The Earnest Money Deposit will be applied to the Purchase Price at Closing. In the event of a default by Purchaser, the Earnest Money Deposit will be paid to Seller as liquidated damages and no other damages, rights, or remedies will be available to Seller.



**Contract:** Promptly following the Effective Date, Purchaser will prepare and forward to Seller a draft of the Contract for Seller's review and comment. In addition to the terms and conditions set forth herein, the Contract will contain such Seller representations and warranties and other terms and conditions generally included in transactions of this type.

**Seller's Deliveries:** To the extent the following materials that pertain to the Property are reasonably within Seller's possession or control, Seller will deliver to Purchaser copies of such materials not later than ten (10) days after the Contract Date: (1) the most recent survey; (2) the most recent title insurance commitment or policy; (3) all environmental studies, soils reports, test results, building permits and certificates of occupancy (4) all agreements (recorded and unrecorded) including easement agreements, operating (i.e., covenants, conditions, and restrictions) agreements, and service agreements; (5) operating statements for the (a) current calendar year to date, and (b) three prior calendar years; and (6) such additional materials to be specified in the Contract. All items of Seller Deliveries will be held in confidence by Purchaser and subject to the Confidentiality provision of this Letter of Intent or the Contract. Upon any termination of this Letter of Intent or the Contract, Purchaser shall return all such materials to Seller.

**Purchaser's Investigation:** Purchaser will have One Hundred Twenty (120) days beginning on the date Seller has made all of Seller's Deliveries (the "**Investigation Period**") to (1) investigate the feasibility of the Property for Purchaser's intended use; (2) conduct such studies and surveys as Purchaser deems necessary or desirable with such studies, reports and surveys to be conducted at Purchaser's cost; and (3) obtain all approvals and entitlements necessary for Purchaser's intended use (the "**Approvals**"). Seller will cooperate fully with Purchaser (but at no cost or expense to Seller) to obtain any such Approvals.

Seller grants to Purchaser a license to enter upon the Property to conduct any investigations, studies or surveys that Purchaser deems necessary or desirable in Purchaser's sole discretion. Purchaser shall indemnify, defend and hold Seller harmless from and against any and all claims, liens, liabilities, losses, damages, costs and expenses resulting from Purchaser's activities in, on or about the Property pursuant to the license granted herein; provided, however, that Purchaser shall not be responsible for any existing condition of the Property.



At any time prior to the end of the Investigation Period, Purchaser may give written notice to Seller to (1) waive the Investigation Period and proceed to Closing; or (2) terminate the Contract. If Purchaser terminates the Contract, (1) the Earnest Money Deposit will be returned to the Purchaser; and (2) Purchaser will be released from all liability under the Contract, except for indemnity provisions intended to survive any such termination.

**Title Commitment:** Not later than 5 days after the execution of the Contract, Seller will deliver to Purchaser, at Seller's cost, a commitment for title insurance covering the Property together with true, complete, and legible copies of all documents described in the title commitment. Seller shall provide to Purchaser, at Seller's cost, an ALTA standard coverage policy of Title Insurance.

**Purchaser's Closing Conditions:** Purchaser will not be obligated to close the purchase of the Property unless the following conditions have been satisfied: (1) Purchaser is satisfied with the condition of the Property; (2) the title company is prepared to issue an owner's policy of title insurance to Purchaser, in the amount of the Purchase Price, subject only to those matters accepted by Purchaser prior to the end of the Investigation Period; (3) Purchaser has obtained all Approvals necessary for Purchaser's intended use of the Property; (4) Purchaser has obtained financing for the purchase of the Property on terms and conditions satisfactory to Purchaser; and (5) all of Seller's representations and warranties set forth in the Contract remain true as of the Closing Date.

**Closing:** Closing will occur on the date (the "**Closing Date**") that is 15 days after the end of the Investigation Period. Seller will give exclusive possession of the Property to Purchaser at Closing. Seller will pay (1) the cost of the ALTA standard coverage policy of Title Insurance; (2) one-half of all closing fees charged by the escrow agent and/or the title company; (3) Seller's legal fees and expenses; and (4) all transfer taxes and documentary stamp taxes. Purchaser will pay (1) the fee for the recording of the deed and any documents required by any lender of Purchaser; (2) one-half of all closing fees charged by the escrow agent and/or the title company; and (3) Purchaser's legal fees and expenses.

**Real Estate Brokers:** Purchaser is represented by Brian Anderson of CBRE ("**Broker**"). Other than Broker, there are no other brokers entitled to a commission in connection with the proposed purchase and sale of the Property. Seller shall be responsible for the payment of Broker's



commissions.

**Non-Shop:** Upon the Effective Date, Seller will not market the Property for sale, or negotiate with or enter into any agreements with any party with respect to the Property during the period commencing on the Effective Date and ending on the Closing Date or earlier termination of this Letter of Intent or the Contract.

**Confidentiality:** Purchaser and Seller will not disclose to any third party other than any advisor or consultant (including attorneys, accountants, and financial advisors), and prospective tenant, lender, and investor (1) any of the terms of this Letter of Intent; and (2) the content of any Seller's Deliveries delivered prior to the Contract Date.

If Seller is in agreement with these terms, please execute and date this Letter of Intent in the space provided below and return it to Purchaser on or before February 12, 2021

THIS LETTER OF INTENT IS NOT A BINDING AGREEMENT BETWEEN SELLER AND PURCHASER, BUT CONTAINS TERMS, ALONG WITH OTHER MATERIAL TERMS AND CONDITIONS, TO BE INCORPORATED INTO A BINDING CONTRACT. THE PARTIES WILL NOT BE BOUND TO AN AGREEMENT UNLESS AND UNTIL BOTH PARTIES REVIEW, EXECUTE, AND DELIVER TO EACH OTHER A CONTRACT; HOWEVER, THE CONFIDENTIALITY PROVISION OF THIS LETTER OF INTENT WILL BE BINDING ON THE PARTIES REGARDLESS OF WHETHER A CONTRACT IS EXECUTED.

**Brian Anderson**  
**Vice President**  
**CBRE**



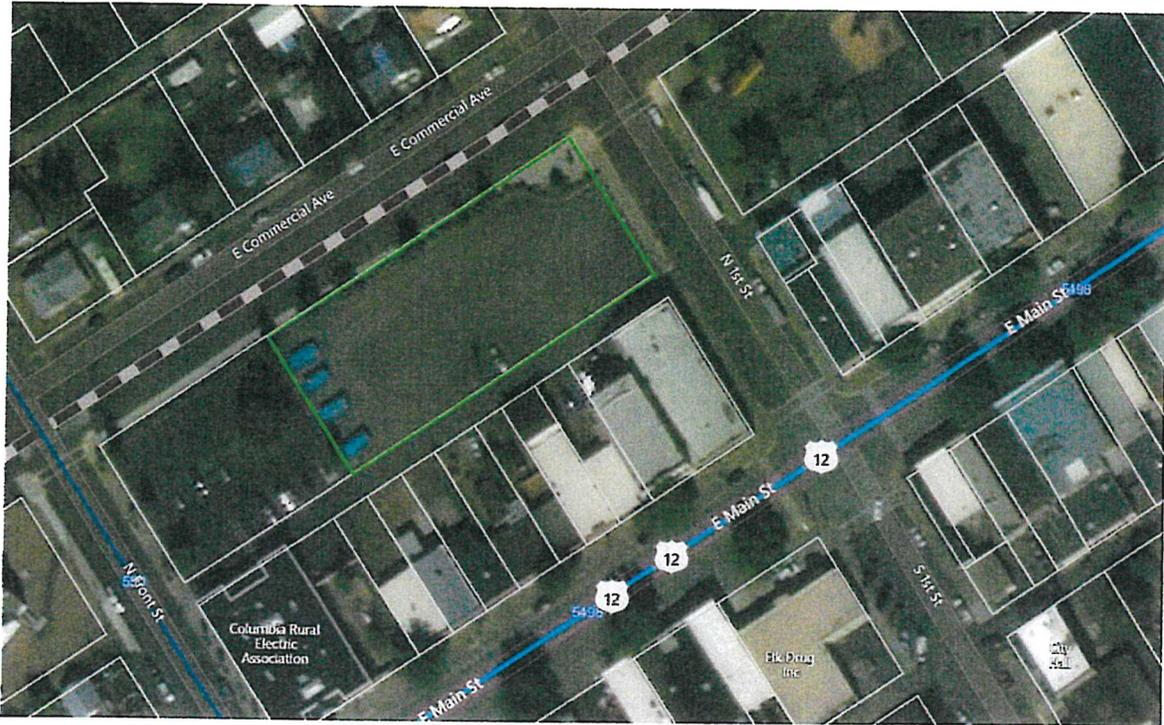
**AGREED AND ACCEPTED:**

**SELLER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

## EXHIBIT A

### Site Plan



RESOLUTION NO. \_\_1490\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATIVE  
AGREEMENT BETWEEN COLUMBIA COUNTY AND THE CITY OF DAYTON FOR  
TEMPORARY PLANNING DEPARTMENT SERVICES**

**WHEREAS**, pursuant to RCW 39.34, local governmental units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Columbia County and the City of Dayton have negotiated an agreement pursuant to which Columbia County will provide planning department services to the City of Dayton for a period of twelve (12) months, unless terminated earlier, in the form attached hereto as Exhibit "A"; and

**WHEREAS**, the City Council finds and determines that entering into said agreement is in the best interest of the residents of the City of Dayton and will promote the general health, safety and welfare;

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

**Section 1. Agreement.** The Mayor is authorized to execute on behalf of the City of Dayton the Interlocal Agreement between Columbia County and the City of Dayton for Temporary Planning Department Services in the form attached hereto as Exhibit "A".

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

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

Dated and signed this \_\_12th\_\_ day of April , 2022.

CITY OF DAYTON

\_\_\_\_\_  
Zac Weatherford, Mayor

Attest/Authenticate:

\_\_\_\_\_  
Debra M. Hays, City Clerk Treasurer

Approved as to Form:

---

Quinn Plant, City Attorney

## Interlocal Agreement

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

This Interlocal Agreement is made and entered into this \_\_\_\_\_ day of April, 2022, by and between the City of Dayton, Washington, a municipal corporation ("City"), and Columbia County, Washington, a political subdivision of Washington State ("County").

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

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

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

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

**1. Services to be Provided:** Subject to the terms and conditions set forth below, the County agrees to provide the City with current planning related services, to include: building permit plan review; property inquiries; land use projects; shorelines and critical areas review; certificates of appropriateness; and similar planning-related services. Large or involved projects that the County determines are likely to tax existing resources will be referred back to the City to procure alternate planning services. The County will provide planning services on an as-needed basis upon the reasonable request of the City, subject to County personnel availability. The City agrees to cooperate and assist the County to the extent necessary to provide these planning services. A member of the County Planning Department staff will attend City meetings only when required to carry out the work to be performed. All work performed for the County will take precedence over City work.

**2. Conflict of Interest:** The County reserves the right to decline to provide planning services to the City that may present a conflict of interest with the interests of the County. The County will not be responsible for the costs or provision of alternative planning services. In the event such a conflict exists, the County shall not use any information obtained from the City through the course of the County's performance of

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

**3. Legal Representation:** The County will not provide legal advice and/or representation on services provided pursuant to this Agreement. The City shall provide the necessary legal advice and representation to the Planning and Building department in performing the services pursuant to this Agreement. In any and all reviews, appeals, and/or challenges to a planning decision made by the County on behalf of the City pursuant to this agreement, and subject to paragraph 12 herein, the City shall defend and indemnify the County, its employees and representatives. Such defense is not limited to any administrative challenge and/or the Land Use Act remedies, but shall cover all challenges, request for reviews, declaratory judgments, and/or writs, or other legal action.

**4. Term:** The term of this agreement shall be for a period of twelve (12) months from the date upon which it is fully executed, unless terminated earlier pursuant to section 6.

**5. Compensation:** The City shall pay a rate of \$61.00 (sixty-one dollars) per hour for services performed under this contract by County employees, inclusive of costs of normal supplies, postage, use of equipment, etc. necessary to perform the services herein. The County will bill in increments of 1/10s (tenths) of an hour, with a minimum charge of .5 hours.

The County will invoice the City once per month, and payment is due within 30 (thirty) days of the City's receipt of the invoice.

In the event that extraordinary costs of expert or professional services or supplies are necessary for the performance of this contract, the County shall first consult the City on the costs and need, and the City will pay actual costs of the extraordinary cost. If the City does not agree to the extraordinary costs, the County may refuse to begin or continue the project with which the extraordinary costs are associated. The City shall be responsible for all planning-related public notice advertising costs and will bill applicants for such costs if applicable.

The City shall retain all planning-related fees. The County will collect applicable fees in accordance with the existing City fee schedule, and remit same to the City within 7 days of collection.

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

**7. Breach:** Should either party fail to substantially fulfill the requirements of this Agreement, the non-breaching party may terminate this contract immediately upon written notice to the other party. Upon such event, the City is only obligated to pay for services provided up to the day of termination.

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

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

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

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

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

In any and all claims against the County, its officers, officials, employees and agents by any employee of the City or a City subcontractor, agent or representative, the indemnification obligation under this Section shall not be limited in any way by the limitation on the amount or type of damages, compensation, or benefits payable by or for the City or the City's subcontractor, agent or representative under Workers Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the he City expressly waives any immunity the City might have had under such laws. By executing this Agreement, the City acknowledges that the foregoing waiver has been mutually negotiated by the parties.

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

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

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

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

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

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

*Signature page follows.*



**RESOLUTION NO. 1489**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A FINAL PURCHASE AGREEMENT FOR LAND PURCHASE FROM :BRYAN MARTIN & PAT & RHONDA BARKER ( Barker Family Farms)**

For Parcels - 2-010-38-3740/PID #274410 = 16.41 Acres

2-009-38-002-2280/PID #265515 = 26.72 Acres

2-009-38-002-2270/PID #265514 = 19 Acres **TOTAL ACREAGE** 62.13

**FOR \$** 1,110,908.00 **\_**

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

**WHEREAS**, the City of Dayton has negotiated a sale price with landowner : Bryan Martin & Pat & Rhonda Barker (Barker Family Farms) for Land Parcels = 2-010-38-3740/PID #274410 = 16.41 Acres, 2-009-38-002-2280/PID #265515 = 26.72 Acres, 2-009-38-002-2270/PID #265514 = 19 Acres.

all of which is located in Columbia County, Washington on or near Cold Springs Road and Highway 12 for fair market value of Martin \$ 520,000.00 , Barker \$ 590,908.00 and no more than \$ 1,110,908.00 total the acquisition of this land will be used for the City of Dayton's Waste Water Treatment Facility Upgrade Project.

**WHEREAS**, the City Council finds and determines that entering into said Purchase Agreement with Martin and Barker is in the best interest of the residents of the City of Dayton and will promote the general health, safety and welfare;

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

**Section 1. Agreement** .The Mayor of the City of Dayton, Washington, is hereby authorized to execute a Land Purchase Agreement with Bryan Martin & Pat and Rhonda Barker,

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

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

Dated and signed this 12th day of April 2022

City of Dayton

\_\_\_\_\_  
Mayor Zac Weatherford

Attest/Authenticate:

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Debra M Hays , City Clerk Treasurer

Approved as to form :

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Quinn Plant, City Attorney