

DAYTON CITY COUNCIL  
111 S. 1<sup>st</sup> Street, Dayton, WA 99328

Revised 08/06/18

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PRELIMINARY AGENDA  
REGULAR MEETING  
Wednesday, August 8, 2018  
6:00 p.m.  
*Craig George, Mayor*

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1. CALL TO ORDER
  - A. Roll Call
2. CONSENT AGENDA – ACTION:
  - A. Approve City Council Minutes for:
    - i. July 11, 2018
  - B. Approve of Voucher Warrants as audited by the Finance Committee: \$244,485.09
  - C. Approve of Payroll Warrants for July 2018: # 45896 – #46008 ~ \$ 80,978.97
3. SPECIAL GUESTS AND PUBLIC COMMENT
4. COMMITTEE/BOARD/COMMISSION REPORTS
5. REPORTS OF CITY OFFICERS
  - A. Code Compliance Focus – Meagan Bailey, Planning Director
  - B. Comprehensive Plan Update Status – Meagan Bailey, Planning Director
    - i. Scope of Work Demonstration and Request for Dept of Commerce Grant Funding Submittal
    - ii. Presentation of Comprehensive Plan Update Docket Items
6. UNFINISHED BUSINESS
  - A. ACTION: Authorize Resolution No. 1347, awarding a professional services agreement for the Dayton Swimming Pool Facility Condition Assessment to ORB Architects, Inc.; and, authorizing the mayor to execute a professional services agreement with ORB Architects, Inc., for said services. Not to exceed \$49,648.00
7. NEW BUSINESS
  - A. ACTION: Authorize Anderson Perry & Associates, Inc., Task Order to complete engineering services associated with the Inert Waste Landfill Project
  - B. ACTION: Authorize Change Order No. 1 for the FEMA Street Repairs Project – FEMA portion
  - C. ACTION: Authorize Change Order No. 2 for the FEMA Street Repairs Project – City/Seneca Portion
  - D. ACTION: Authorize Resolution No. 1348, authorizing the Mayor to sign an interlocal agreement for Planning Department Services with Columbia County
  - E. ACTION: Authorize Ordinance No. 1937, amending certain sections of Title 11 of the Dayton Municipal Code (DMC) – Zoning, Amending various sections of the zoning code.
  - F. ACTION: Authorize Appointment of JJ Dippel to the Dayton Historic Preservation Commission with a 3 year term to expire Sept, 2021.
8. ADJOURN

Next Regular Meeting is September 12, 2018 at 6:00 p.m. at Dayton City Hall, 111 S. 1<sup>st</sup> Street, Dayton, WA 99328.

**DAYTON CITY COUNCIL MINUTES**  
**Regular Meeting**  
**Wednesday, July 11, 2018**  
**111 S. 1<sup>st</sup> Street**  
**Dayton, WA 99328**

**1. CALL TO ORDER:** Mayor Craig George calls the meeting to order at approximately 7:00 p.m.  
Roll Call: Present: Mike Paris, Matt Wiens, Dain Nysoe, Byron Kaczmarek, Kathy Berg  
Absent: Zac Weatherford  
Staff: Rocky Miller, Columbia County Sheriff; Meagan Bailey, Planning Director; Jim Costello, Public Works Director; Trina Cole, City Administrator

**2. CONSENT AGENDA:**

**ACTION:** Paris makes a motion; Bailey seconds the motion, and the motion carries unanimously approving the Consent Agenda as presented:

- Approval of the May 9, 2018 City Council Meeting Minutes;
- Approval of the June 13, 2018 City Council Meeting Minutes as amended;
- Approval of the following vouchers for payment:

|                                   |                |
|-----------------------------------|----------------|
| Claims: 45802-45809; 45826-45867  | \$ 430,889.51  |
| Payroll: 45810-45825; 45868-45896 | \$ 88,225.86   |
| Total                             | \$ 519,115.37; |
- Affirm Mayor Georges Appointments to the Dayton Planning Commission as follows:  
Laura Aukerman – Unexpired Term: July 12, 2018 – March 2022  
Ashly Beebe – July 12, 2018 – March 2021.

**3. SPECIAL GUESTS/PUBLIC COMMENT**

Doug Johnson, S. 1<sup>st</sup> Street, expresses that there are landscaping issues associated with the S. 1<sup>st</sup> Street Reconstruction Project. The planting strip located between the sidewalk and street were not repaired correctly. He thanks the City for attempting to rectify the issue by having the landscaper return and address it, but feels the landscaper did a poor job and the problems are worse. City will contact the project manager to re-address the issue with Smith Brothers, Inc.

**4. COMMITTEE/BOARD/ COMMISSIONER REPORTS**

**Public Safety** – Nysoe reports: The City received a request to install ADA parking stalls on Main Street; after examining the parking situation on Main Street, it was determined that there are two ADA compliant spaces near the court house, but the spaces need repainted; and, the City should consider modifying the motorcycle parking located on Main Street at the corner of Main Street and S. 1<sup>st</sup> or installing an ADA space on S. 1<sup>st</sup> Street of the same corner. D. Bailey expresses concern regarding modifying the Main Street motorcycle parking area due to it also being Highway 12. There is no action.

D. Bailey recommends that Main Street (Highway 12) be painted. Costello states that it is scheduled to be painted in the next few weeks.

**Public Works** – There is no report.

**Finance** – George requests that the Council hold a workshop on July 23 to discuss establishing a rate structure that will address infrastructure capital improvement needs.

**Parks/Public Grounds** – D. Bailey reports that the City is moving forward with forming a committee to study the Main Street tree issues.

**Planning/Economic Development** – There is no report.

**Personnel** – There is no report.

**Emergency Management** – There is no report.

**Chamber of Commerce** – Berg reports: All-Wheels Weekend had 300 cars and was a success; and 2.) Chamber office is now open Monday – Saturday.

**Commissioners** – There is no report.

## **5. REPORTS OF CITY OFFICERS**

**Sheriff** – Miller reports that the County hired a new deputy and is hopeful that an additional deputy will be hired on Monday filling all road deputy positions.

**Public Works** – Costello reports that the FEMA Street Repairs are underway and will be completed by the end of September.

**Planning Director/Code Compliance** – M. Bailey reports: 1) Property on W. Spring Street has had several piles of junk and vehicles have been removed from the property and weeds sprayed; 2) new members to both the Planning Commission and Historic Preservation Commissions; 3) Received a request from the Chamber to allow music downtown on Saturdays from 9:00 a.m. – 9:00 p.m. There is no code against it, but she asked the Chamber to be mindful of the noise levels to avoid a nuisance. Wiens recommends that the Chamber contact business owners to avoid opposing music at establishments; and, Qualification submittals for the Comprehensive Plan Update have been received and are being rated for consultant selection.

**City Clerk-Treasurer** – There is no report.

**Mayor Pro-Tempore** – There is no report.

**Mayor** – George schedules a Planning Committee meeting to discuss planning and code compliance contracts for July 13. He reports that the City received a note from Bette Lou Crothers thanking the City for its help during All-Wheels Weekend.

## **6. UNFINISHED BUSINESS**

### **7. NEW BUSINESS**

**ACTION:** Bailey makes a motion; Berg seconds the motion to table the consultant services agreement with ORB Architects to perform Dayton Swimming Pool Facility Condition Assessment until next regular meeting in August. There is no discussion. The motion carries unanimously.

**ACTION:** Bailey makes a motion; Berg seconds the motion to authorize a cost reimbursement agreement with Seneca Corporation for street improvements. Discussion ensues regarding the locations of the improvements. Motion carries unanimously.

**ACTION:** Bailey makes a motion; Berg seconds the motion to approve Resolution No. 1345 , Certifying that the City meets the requirements to apply and accept a Public Works Assistance Account Low-Interest Loan for the Wastewater Treatment Facility Land Acquisition Project for up to \$1,000,000. There is no discussion. The motion carries unanimously.

**ACTION:** ACTION: Nysoe makes a motion; Paris seconds the motion to approve Resolution No. 1346, certifying the preparer of the Washington State Public Works Assistance Account Loan Application for the Wastewater Treatment Facility Land Acquisition Project. There is no discussion. The motion carries unanimously.

### **8. FINAL PUBLIC COMMENT**

Nysoe commends the Columbia County Sheriff's Office for catching the individual that was peering into resident's windows along S. 1<sup>st</sup> Street.

Paris thanks the Columbia County Sheriff's Office for assistance during a recent pedestrian versus car accident that he was involved in.

**9. ADJOURN**

With no further business to come before the Council, the regular meeting is adjourned at 6:45 p.m.

City of Dayton

\_\_\_\_\_  
By: Craig George, Mayor

Attested:

Approved:

08/08/2018

\_\_\_\_\_  
Trina Cole, City Clerk-Treasurer

\_\_\_\_\_  
Date

# Register

Fiscal: 2018  
 Deposit Period: 2018 - June  
 Check Period: 2018 - June - June 30, 2018

| Account            | Check No.         | Check Date | Check Description       | Check Amount       |
|--------------------|-------------------|------------|-------------------------|--------------------|
| <b>Umpqua Bank</b> | <b>5990067340</b> |            |                         |                    |
| <b>Check</b>       |                   |            |                         |                    |
| 45979              |                   | 7/24/2018  | Dept Of Revenue         | \$5,208.25         |
| 45980              |                   | 7/24/2018  | Invoice Cloud           | \$158.40           |
| 45981              |                   | 7/24/2018  | US Bank                 | \$61,266.84        |
|                    |                   |            | <b>Total Check</b>      | <b>\$66,633.49</b> |
|                    |                   |            | <b>Total 5990067340</b> | <b>\$66,633.49</b> |
|                    |                   |            | <b>Grand Total</b>      | <b>\$66,633.49</b> |

# Register

Fiscal: 2018

Deposit Period: 2018 - July

Check Period: 2018 - July - July 11, 2018, 2018 - July - July 31, 2018, 2018 - July - July 15, 2018

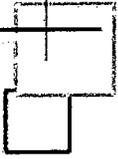
## Umpqua Bank

Check **5990067340**

|       |  |           |             |
|-------|--|-----------|-------------|
| 45913 | AG Link, Inc                             | 7/12/2018 | \$31.22     |
| 45914 | Alpine Products, Inc                     | 7/12/2018 | Void        |
| 45915 | Anatek Labs, Inc                         | 7/12/2018 | \$346.00    |
| 45916 | Bank Of America                          | 7/12/2018 | \$38.22     |
| 45917 | Basin Disposal, Inc                      | 7/12/2018 | \$162.25    |
| 45918 | City of Dayton                           | 7/12/2018 | \$2,240.97  |
| 45919 | Col Co Planning & Building               | 7/12/2018 | \$132.34    |
| 45920 | Coleman Oil Company                      | 7/12/2018 | \$1,433.19  |
| 45921 | Columbia Compost                         | 7/12/2018 | \$8,000.00  |
| 45922 | Invoice Cloud                            | 7/12/2018 | \$75.00     |
| 45923 | Sharpe & Preszler Construction Co., Inc. | 7/12/2018 | \$1,344.20  |
| 45924 | Col Co Treasurer                         | 7/17/2018 | \$36,745.09 |
| 45925 | Centurylink                              | 7/18/2018 | \$899.84    |
| 45926 | Chamber Of Commerce                      | 7/18/2018 | \$6,292.60  |
| 45927 | Chapman Heating & Air Cond., Inc         | 7/18/2018 | \$86.72     |
| 45928 | CI Information Management Shred Division | 7/18/2018 | \$33.60     |
| 45929 | City Lumber & Coal Yard                  | 7/18/2018 | \$633.85    |
| 45930 | Col CO Rural Library District            | 7/18/2018 | \$2,619.00  |
| 45931 | Col Co Treasurer                         | 7/18/2018 | \$7,225.00  |
| 45932 | Cole, Trina D                            | 7/18/2018 | \$150.26    |
| 45933 | Coleman Oil Company                      | 7/18/2018 | \$75.97     |
| 45934 | Dayton Chronicle                         | 7/18/2018 | \$45.55     |
| 45935 | Dayton Mercantile                        | 7/18/2018 | \$114.94    |
| 45936 | Dayton Tractor & Machine, Inc            | 7/18/2018 | \$8.81      |
| 45937 | Devour Food Service                      | 7/18/2018 | \$58.61     |
| 45938 | Doug's Septic Service Inc                | 7/18/2018 | \$190.00    |
| 45939 | Eddie Strickland                         | 7/18/2018 | \$250.00    |
| 45940 | Ferrellgas                               | 7/18/2018 | \$605.59    |
| 45941 | Invoice Cloud                            | 7/18/2018 | Void        |
| 45942 | Jay's Garage                             | 7/18/2018 | \$131.37    |
| 45943 | Kie Supply Corporation                   | 7/18/2018 | \$178.57    |
| 45944 | Konen Rock Crushing, Inc                 | 7/18/2018 | \$250.65    |
| 45945 | Les Schwab Tire Center                   | 7/18/2018 | \$75.11     |
| 45946 | MailFinance                              | 7/18/2018 | \$610.73    |
| 45947 | MARC                                     | 7/18/2018 | \$290.27    |
| 45948 | Menke Jackson Beyer &                    | 7/18/2018 | \$1,224.17  |



# Register



Fiscal: 2018  
 Deposit Period: 2018 - July  
 Check Period: 2018 - July - July 11, 2018, 2018 - July - July 31, 2018, 2018 - July - July 15, 2018

| Check      | Account                                 | Amount     |
|------------|---|------------|
| 5990067340 |   |            |
| 5897       | Bowhay, Michael H.                      | \$1,476.64 |
| 5898       | Cole, Trina D.                          | \$2,173.81 |
| 5899       | Costello, James S.                      | \$2,236.20 |
| 5900       | Elkins, David J.                        | \$1,519.90 |
| 5901       | Fletcher, Lloyd                         | \$1,406.62 |
| 5902       | Hays, Debra M.                          | \$1,972.50 |
| 5903       | John, Rob                               | \$1,042.93 |
| 5904       | Moton, Donald G.                        | \$1,281.92 |
| 5905       | Souza, Marcio                           | \$1,453.75 |
| 5906       | Strickland, Eddie L.                    | \$1,471.62 |
| 5907       | Sweetwood, David                        | \$1,353.32 |
| 5908       | Westergreen, Connie                     | \$1,042.35 |
| 5909       | Council No. 2                           | \$436.26   |
| 5910       | Daniel H Brunner, Chapter 13 Trustee    | \$414.50   |
| 5911       | Internal Revenue Service - U S Treasury | \$5,932.34 |
| 5912       | Washington State Support Registry       | \$94.00    |
| 5982       | Bailey, V. Delphine                     | \$138.52   |
| 5983       | Berg, Kathleen A.                       | \$138.52   |
| 5984       | Bowhay, Michael H.                      | \$1,947.69 |
| 5985       | Cole, Trina D.                          | \$2,169.85 |
| 5986       | Costello, James S.                      | \$2,233.76 |
| 5987       | Elkins, David J.                        | \$1,936.19 |
| 5988       | Fletcher, Lloyd                         | \$1,734.72 |
| 5989       | George, Craig                           | \$848.46   |
| 5990       | Hays, Debra M.                          | \$1,968.22 |
| 5991       | John, Rob                               | \$1,486.68 |
| 5992       | Kaczmariski, Byron                      | \$138.52   |
| 5993       | Moton, Donald G.                        | \$1,742.69 |
| 5994       | Nysoe, Dain                             | \$138.52   |
| 5995       | Paris, Michael                          | \$138.52   |
| 5996       | Souza, Marcio                           | \$1,232.99 |
| 5997       | Strickland, Eddie L.                    | \$1,677.71 |
| 5998       | Sweetwood, David                        | \$1,864.84 |
| 5999       | Weatherford, Zachary M                  | \$138.52   |
| 6000       | Westergreen, Connie                     | \$1,285.86 |
| 6001       | Wiens, Matt                             | \$138.52   |

| Account            | Reporting Date | Balance            |
|--------------------|----------------|--------------------|
| 46002              | 7/31/2018      | \$467.40           |
| 46003              | 7/31/2018      | \$414.50           |
| 46004              | 7/31/2018      | \$11,508.49        |
| 46005              | 7/31/2018      | \$7,416.14         |
| 46006              | 7/31/2018      | \$11,581.36        |
| 46007              | 7/31/2018      | \$94.00            |
| 46008              | 7/31/2018      | \$1,089.12         |
| <b>Total</b>       |                | <b>\$80,978.97</b> |
| <b>Total</b>       |                | <b>\$80,978.97</b> |
| <b>Grand Total</b> |                | <b>\$80,978.97</b> |

AFLAC Remittance Processing  
 Daniel H Brunner, Chapter 13 Trustee  
 Dept of Retirement Systems  
 Internal Revenue Service - U S Treasury  
 Northwest Administrators  
 Washington State Support Registry  
 WSCCCE

Total  
 Total  
 Grand Total

Check  
 5990067340

Agenda Item No.  
5(B)

Columbia County  
Planning and Building Department

114 South 2<sup>nd</sup> Street  
Dayton, WA 99328  
(509) 382-4676

**Meagan Bailey**  
Planning Director  
(509) 382-3940  
Meagan\_bailey@co.columbia.wa.us



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June 18<sup>th</sup>, 2018

Ben Floyd  
White Bluffs Consulting, LLC  
189205 East 36<sup>th</sup> Avenue  
Kennewick, Washington 99337

Regarding: Columbia County, City of Dayton, and Town of Starbuck Comprehensive Plan Updates

Ben Floyd—

On June 29<sup>th</sup>, 2018, Columbia County Planning and Building received your Statement of Qualification (SOQ) in response to our Request for Qualifications for the periodic update for the Columbia County, City of Dayton, and Town of Starbuck Comprehensive Plans and Development Regulations. We received three qualified applications, and are pleased to announce that after reviewing the received SOQs, you have been selected as the consultant for this exciting project!

Within the review period, two representatives were selected from all three jurisdictions to review the SOQs. Across the board, White Bluffs Consulting came out on top. I would like to thank you for such a thorough SOQ, and say that I am genuinely looking forward to working with you on this project.

In order to move forward, we must take the following steps:

1. If White Bluffs Consulting is still available to complete this exciting project with us, please confirm with me.
2. If you are available, I request we move forward quickly with the contract. With that said, we must discuss who prepares the contract? Historically, I have seen the consultant do so, but I am open to discussion on this. During this phase, we can also nail down budgeting limitations and needs.
3. I would like to have a scoping meeting with you and my Department of Commerce Planner, Will Simpson. I have discussed this with Will, and have tentatively scheduled this conference for July 23<sup>rd</sup>, 2018 at 1pm. If this time doesn't work, we can reschedule.
4. My department is working on finalizing the required checklists right now. We would request from you, the hired consultant, the summary of work and scoping. Once these are received, we can submit to the Department of Commerce for grant payment.

I hope to hear your acceptance soon, and look forward to working with you on this. If you have any questions regarding this letter, and/or additional questions regarding the project, feel free to ask.

Thank you,

*Meagan Bailey*

Meagan Bailey  
Planning Director



July 19, 2018

Meagan Bailey, Director  
Columbia County Planning and Building  
114 South 2<sup>nd</sup> Street  
Dayton, WA 99328

**SUBJECT: Acceptance of Selection for Columbia County, City of Dayton and Town of Starbuck Comprehensive Plan Updates**

Dear Ms. Bailey:

White Bluffs Consulting (WBC) is pleased to accept the County's offer to update the Columbia County, Dayton and Starbuck Comprehensive Plan Updates. We recognize the value of an updated and implementable Comprehensive Plan for guiding the growth of the County and these communities. We have brought together what we believe is an outstanding team, with expertise tailored to assist you through the challenges of this project, from the development of the goals and policies and land use updates to a meaningful completion of the Comprehensive Plan revision and critical areas code update.

Specific to the items outlined in your recent letter:

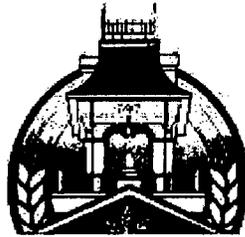
- WBC team members are available to perform the requested work
- WBC is happy to take the lead in developing the scope of work and contract and will begin working on this immediately with a goal to provide this to you for review by middle to end of next week
- I am not available on July 23 for your coordination call with Will Simpson, Department of Commerce, due to a prior commitment. I do have availability at other times next week or you can proceed with the call and then you and I can follow up at a different time for a debrief.

We are excited about the opportunity to work with you and the rest of those involved in the updates. Thanks again for selecting our team!

Sincerely,

A handwritten signature in black ink that reads "Ben Floyd". The signature is fluid and cursive, with the first name "Ben" and last name "Floyd" clearly distinguishable.

Ben Floyd, Principal  
White Bluffs Consulting, LLC



Agenda Item No.  
5(B) ii

## 2019 Comprehensive Plan Update Summary of Docket Items

Docket Item Requester: #1

**Name of Requestor(s):** Planning Commission, staff  
**Summary:** UGA Land Swap

**Request:** To swap Urban Growth Area acreage to ensure a near-even transfer. The northwest area of the UGA is primarily floodway, which cannot be developed in anyway, meaning this acreage is entirely unusable. The northeast area is developed with an existing rock pit, owned and operated by Columbia County. The previous County Engineer recommended removing this acreage from the UGA, as it will never be developed into an urban area. As these are not suitable for future city growth, the proposed is to remove the acreage within the above mentioned areas, and add UGA to the east end of town, with additional acreage added on the west end of town, where Blue Mountain Station is predicted to develop more in the future.

**Attachments:**  
The proposed UGA is attached as Appendix 1.

**Recommendation:** Include in final Comprehensive Docket List and approve docket by Resolution

Docket Item Requester: #2

**Name of Requestor(s):** Planning staff  
**Summary:** Blue Mountain Region Trails Plan

**Request:** The Blue Mountain Region Trails Plan has been adopted by the Palouse Regional Transportation Planning Organization currently, but should also be adopted, either by reference or inclusion, into the Comprehensive Plan. Through work with our experienced consultant, we will select the how/where to include this into the comprehensive plan. In adopting this, we will become more competitive with our grant applications for projects in relations to the Blue Mountain Region Trails plan.

**Recommendation:** Include in final Comprehensive Docket List and approve docket by Resolution

Docket # Requester #3

**Name of Requestor(s): Planning staff**

**Summary: Improved retail development downtown**

**Request: Development in the Main Street district is in need of a Planning 'push'. These amendments could include the addition of new goals into the Comprehensive Plan, amending the Development regulations in regards to zoning, increasing the allowed uses within that area, and more. The request is to formally receive support to approach the topic with the hired consultant and use the Planning Commission and the public to determine the exact improvements that are needed.**

**Recommendation: Include in final Comprehensive Docket List and approve docket by Resolution**

Docket # Requester #4

**Name of Requestor(s): Planning staff**

**Summary: Updates to Countywide Planning Policies**

**Request: The Columbia County Countywide Planning Policies have not been reviewed nor updated since 1994, as the county opted into the Growth Management Act. As such, there is much room for improvement on the adopted policies. As we are working on a Regional Comprehensive Plan update, the time has never been better for the County and incorporated areas to band together and revise and update the historic countywide planning policies.**

**Attachments:**

**Resolution No. 1994—06: Policies for County-Wide Planning as Appendix 2.**

**Recommendation: Include in final Comprehensive Docket List and approve docket by Resolution**

Docket # Requester #5

**Name of Requestor(s): Planning staff**

**Summary: Comprehensive Plan Docketing Procedures**

**Request: Docketing procedures for the City of Dayton are currently listed under Chapter 10-09 – Amending the Comprehensive Plan. These processes require review, and should be simplified. The goal of staff is to ensure consistency between all jurisdictions, and to adopt similar processes for Dayton, Starbuck, and Columbia County.**

**Attachments:**

**Dayton Municipal Code 10-09.070 – 10-09.220 as Appendix 3.**

**Recommendation: Include in final Comprehensive Docket List and approve docket by Resolution**

Discipline: Request #

**Name of Requestor(s): Ashly Beebe, Dayton Planning Commission member**  
**Summary: Improved Facilities at Sports Complex**

**Request: Per the submitted Docket Form, Beebe formally requests improvements to include “public bathrooms near dog park, juvenile fishing pond, and baseball fields”.**

**Attachments:**  
**Completed Comprehensive Plan Docket Form as Appendix 4.**

**Recommendation: Include in final Comprehensive Docket List and approve docket by Resolution**

Discipline: Request #

**Name of Requestor(s): Ashly Beebe, Dayton Planning Commission member**  
**Summary: Improved Recycling Facilities**

**Request: Per the submitted Docket Form, Beebe formally requests improvements to include “addition of plastics recycling bins (currently only cardboard and aluminum)”.**

**Attachments:**  
**Completed Comprehensive Plan Docket Form as Appendix 5.**

**Recommendation: Exclude**

Discipline: Request #

**Name of Requestor(s): Gerald and Carol Pullium**  
**Summary: Tree Height over Public Right of Way**

**Request: Per the submitted Docket Form, the Pulliams formally request “change in minimal tree height clearance over roadway in residential areas decrease from 14 feet to more reasonable of 10 feet or less”.**

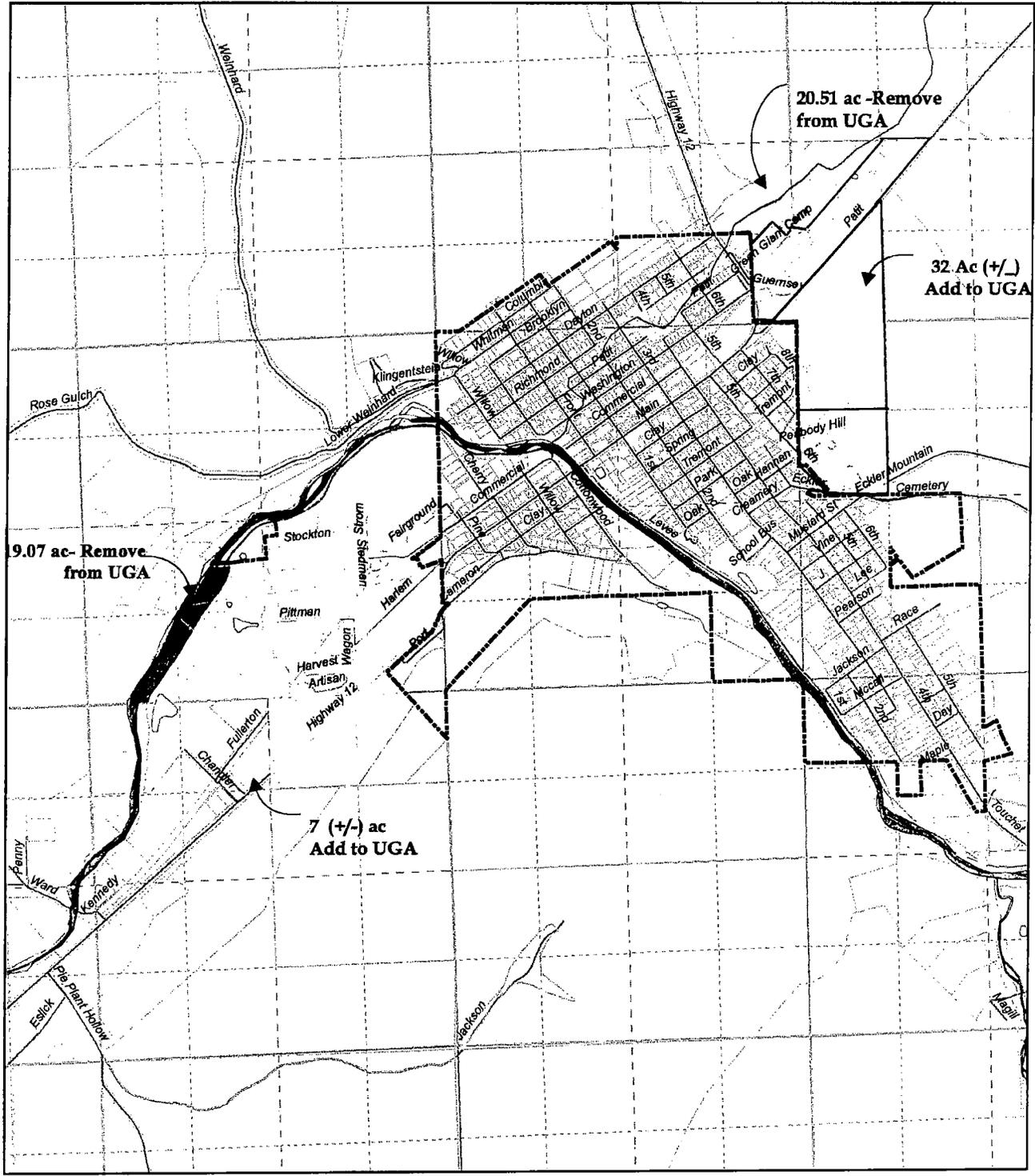
**Attachments:**  
**Completed Comprehensive Plan Docket Form as Appendix 6.**

**Recommendation: Exclude**



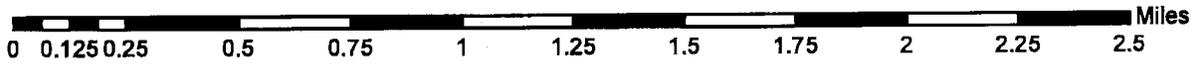
Proposed UGA changes - Dayton, WA 2016

DISCLAIMER: This digital data and metadata (hereinafter collectively referred to as the "information") are provided on an "as is," as available, and with all faults' basis. Neither Columbia County nor any of its officials and employees makes any warranty of any kind for this information, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose, nor shall the distribution of this information constitute any warranty.



**Legend**

- FEMA Floodway
- City Limits
- Remove from UGA
- Proposed Add to UGA
- Dayton UGA
- Parcels
- Section Line
- 1/4 Section
- 1/16 Section



# Appendix 2

Microfilmed

DRAWER 2 X FRAME 591

**FILED FOR RECORD**  
**JUL 8 1994** at 10:35 AM  
COLUMBIA COUNTY AUDITOR  
DAYTON, WASHINGTON  
FILE NO. 6516

COUNTY OF COLUMBIA

STATE OF WASHINGTON

RESOLUTION NO. 94-06

## POLICIES FOR COUNTY-WIDE PLANNING

**WHEREAS:** The State of Washington's Growth Management Act requires every county in the State planning under the Growth Management Act to prepare and adopt County Wide Planning Policies to provide a framework for town, city and county comprehensive plans; and

**WHEREAS:** Columbia County must prepare these policies in cooperation with the municipalities within its boundaries to ensure that county and municipal comprehensive plans are coordinated and consistent; and

**WHEREAS:** Columbia County, with the assistance of Creative Community Solutions, a private consultant, has completed a process of fulfilling this requirement; and

**WHEREAS:** The City of Dayton adopted a resolution of support of these county wide planning policies on March 22, 1994; and

**WHEREAS:** The Town of Starbuck adopted a resolution of support of these county wide planning policies on April 12, 1994; and

**THEREFORE BE IT RESOLVED** that the Columbia County Board of Commissioners hereby adopt by resolution the following County Wide Planning Policies;

1. Policies to implement urban growth areas and policies for promotion of continuous and orderly development and provision of urban services to such development:

New development creating conditions of urban growth as defined in RCW 36.70A.030(14) shall be in designated urban growth areas served by public services and facilities which meet minimum county-wide standards. Flexibility should be exercised in designating urban growth areas to encourage a variety of housing types, densities, and locations, especially for new fully contained communities and master planned resorts. Development in urban growth areas shall minimize its impacts on neighboring resource lands of long term commercial significance. Areas already characterized by urban growth are encouraged to meet minimum county standards for public facilities and services.

**2. Policies for siting public capital facilities of a county-wide or state-wide nature:**

The process for evaluating the appropriate siting of public capital facilities of a county- or state-wide nature shall include opportunities for the early and continuous participation of all county residents. Public capital facilities may locate outside of urban growth areas provided that the minimum county standards for sewer, water, fire and public safety services are met.

**3. Policies that consider the need for affordable housing:**

Land use plans and development regulations shall encourage affordable housing opportunities for all citizens by providing for a variety of housing types and densities in the urban growth areas. Development regulations should also contain flexibility in addressing housing needs in rural areas by allowing development of abandon homesites, planned unit developments and cluster developments. Cooperative efforts by the county, Starbuck and Dayton at providing public housing assistance programs, such as low income rentals and housing rehabilitation, are encouraged.

**4. Policies for county-wide economic development and employment:**

Land use plans and development regulations shall encourage county-wide economic development through the appropriate utilization of Columbia County's natural resources and recreational opportunities.

**5. Policies addressing the fiscal impact of public facilities and services:**

When development activities create county-wide economic benefits, there should be a flexible approach to financing needed public facility improvements. This may include developing incentives programs, sharing costs between the county, cities and developer, and accessing federal and state grant and loan programs.

**6. Policies for joint planning within urban growth areas:**

The Columbia County Planning Department shall organize and facilitate a Leadership Workshop at least once a year to review, and amend if necessary, the county-wide planning policies and urban growth area designations. Attendees at this Leadership Workshop shall minimally include the membership of: the Columbia County Commissioners, the County Planning Commission, the Starbuck Town Council, the Dayton City Council, and the Dayton Planning Commission. The Leadership Workshop shall at a minimum address the 20 year population projection for accuracy and the impact of the county-wide planning policies on orderly growth, urban growth areas, the siting of public facilities of a county-

wide and state-wide nature, transportation facilities and strategies, affordable housing, economic development, fiscal impact, and joint county and city planning in urban growth areas.

**7. Policies for county-wide transportation facilities and strategies:**

The goals and policies established by the Palouse Regional transportation Planning Organization's Transportation Policy Board shall serve as a basis for transportation planning within the County and the development of federal, state, and local transportation improvements.

**ADOPTED BY THE COLUMBIA COUNTY BOARD OF COMMISSIONERS THIS 5TH DAY OF JULY, 1994.**

ATTEST:

COLUMBIA COUNTY BOARD OF COMMISSIONERS

*Thiry Lembcke*  
Thiry Lembcke  
Clerk of the Board

*George E. Wood*  
George E. Wood, Chairman

*George F. Touchette*  
George F. Touchette, Commissioner

*Jon W. McFarland*  
Jon W. McFarland, Commissioner

*City of Dayton - Res of support 3-22-94*  
*Starbuck Town Council - Res of support 4-12-94*  
*Thiry Lembcke*

**FINDINGS OF FACT AND CONCLUSIONS OF LAW  
FOR COUNTY WIDE PLANNING POLICIES**

WHEREAS: The Planning Commission having held a public hearing on May 23, 1994, and having fully considered the entire record and all public testimony, correspondence, reports, Growth Management requirements and all those matters of record presented to the Planning Commission prior to and including the May 23, 1994 hearing, RECOMMENDS APPROVAL to the Columbia County Board of Commissioners.

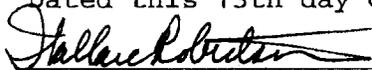
NOW: The Columbia County Planning Commission recommends to the Board of County Commissioners it's approval of the County Wide Planning Policies as supported by the following findings:

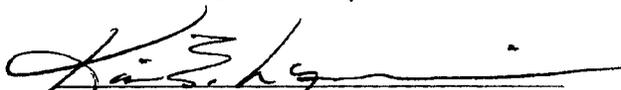
1. Public input was given and reviewed at the May 23rd, 1994 public hearing, and
2. The Planning Commission feels the policies do comply with the purpose and intent of the Growth Management Act and does bring the County into compliance; and
3. It is unlikely that adopting the policies will have a disruptive effect on the stability and continuation of land use patterns on land in Columbia County; and
4. The policies do not unreasonably restrict or prevent use of land within Columbia County; and
5. The public interest will best be served by the policies; and
6. That a public hearing was held pursuant to proper notice and the Planning Commission considered all comments by the public provided in said hearing.

**CONCLUSIONS**

Based on the above Findings, and following review of the record, public testimony, and the recommendations of the Planning Director and after consideration of the Columbia County Comprehensive Plan, consideration for the public health, safety and welfare of the citizens of Columbia County, the Planning Commission recommends approval of the County Wide Planning Policies to the Columbia County Board of Commissioners.

Dated this 13th day of June, 1994

  
\_\_\_\_\_  
Wallace Robertson, Chairman

  
\_\_\_\_\_  
Kim Lynnais, Secretary

# Appendix 3

## 10-09.070. - Docket.

Proposed amendments will be assigned an application number and placed on a docket. A current copy of the docket shall be maintained by the planning department and shall be available for public inspection during regular city business hours.

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

## 10-09.080. - Amendment applications.

- A. *General application requirements.* All map and text amendment applications shall be accompanied by a completed application form as provided by the city along with the following additional information:
1. Name and address of the person or persons proposing the amendment;
  2. An environmental checklist (SEPA), including a completed Part D;
  3. All associated fees as established by the city;
  4. A description and/or map of the proposed amendment;
  5. A written statement explaining the following:
    - a. The purpose of the proposed amendment;
    - b. How the amendment is consistent with the Washington State Growth Management Act; countywide planning policies; city's comprehensive plan; as well as other adopted city plans and codes;
  6. Supplemental environmental review and/or critical areas review if determined by the planning director to be required;
  7. If the proposed amendment would increase the intensity or density of permitted development, the following capacity evaluations are required:
    - a. A report identifying anticipated traffic trip generation under the existing and proposed comprehensive plan;
    - b. A report identifying anticipated sewage generation under the existing and proposed comprehensive plan using flow projections of the city's public works standards;
    - c. A report identifying anticipated water use under the existing and proposed comprehensive plan;
  8. A written response to the criteria for initiation of an application contained in DMC 10-19.130 and the criteria for approval of an amendment contained in DMC 10-19.170;
  9. A text amendment application must also state the proposed element, chapter, section, and page number of the comprehensive plan to be amended. Proposed text changes, with new text shown in an underline format, and deleted text shown in strikeout format or other format approved by the planning director.
- B. *Comprehensive plan map amendment requirements.* Map amendments include changes to any of the several maps included in the comprehensive plan including, but not limited to, the land use map, critical areas maps, neighborhood design areas map, roadway functional classification maps, etc. All map amendment applications shall include the information specified under general application requirements. In addition, land use map amendment applications shall be accompanied by the following information:
1. The current land use map designation for the subject parcel(s);
  2. The land use map designation requested;

3. A complete legal description describing the combined area of all subject parcel(s);
4. A copy of the county tax assessor's map of the subject parcel(s);
5. A vicinity map showing:
  - a. All land use designations within 300 feet of the subject parcel(s);
  - b. All parcels within 300 feet of the subject parcel and all existing uses of those parcels;
  - c. All roads abutting and/or providing access to the subject parcel(s) including information on road classifications (arterial, minor collector, major collector) and improvements to such roads;
  - d. Location of shorelines and critical areas on or within 300 feet of the site, if applicable;
  - e. The location of existing utilities serving the subject parcels including electrical, water and sewer (including septic); and
  - f. The location and uses of existing structures located on the subject parcel(s);
6. Topographical map of the subject parcels and abutting properties at a scale of a minimum of one inch represents 200 feet (1:200);
7. The current official zoning map designation for the subject parcel(s);
8. A description of any associated development proposals. Development proposals shall not be processed concurrent with comprehensive plan amendments, but the development proposals may be submitted for consideration of the comprehensive plan amendments to limit consideration of all proposed uses and densities of the property under the city's SEPA, zoning, concurrency processes and comprehensive land use plan. If no proposed development description is provided, the city will assume that the applicant intends to develop the property with the most intense development allowed under the proposed land use designation. The city shall assume the maximum impact, unless the applicant submits with the comprehensive plan amendment a development agreement to ameliorate the adverse impact of the proposed development;
9. Public outreach program. The applicant shall conduct a public outreach program within the 90-day period preceding submittal of application and provide evidence of such program at the submittal of application. This requirement is waived for applications initiated by the city. The public outreach program shall be as follows:
  - a. The applicant shall conduct a minimum of one neighborhood meeting in order to solicit public comment on the desired land use map amendment;
  - b. A written notice of each neighborhood meeting shall be sent to property owners within 300 feet of the boundaries of the subject land use map amendment at least seven days prior to the meeting;
  - c. A notice of each neighborhood meeting shall be published in the city's officially designated newspaper at least seven days prior to the meeting. The published notice shall be at least one-eighth page advertisement;
  - d. All notices of neighborhood meetings shall include:
    - i. A description of the proposed land use map amendment;
    - ii. The name, address and phone number of the property owners and owner's representative;
    - iii. A description of the subject property reasonably sufficient to inform the public of its location, including but not limited to a vicinity map, written description, parcel map or physical address;
    - iv. The date, time and place of the neighborhood meeting;

- v. A statement that all interested persons may provide written comment to the property owner or owner's representative;
  - vi. A statement that all interested persons may appear at the meeting and provide public comment;
  - e. Copies of all written comments received and the attendance sign-up sheets from the neighborhood meetings shall be included in the application to the city;
10. Other information as may be required by the planning director to assist in accurately assessing the conformance of the application with the standards for approval.
- C. *Related applications.* Comprehensive plan amendments shall be processed separately from any other related project permit applications, including but not limited to site-specific rezone applications, except that related development descriptions may be submitted as described in subsection (C)(8) of this section.

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

**10-09.090. - Determination of completeness for proposed amendments.**

The planning director shall review all docketed applications and make a determination of completeness within 30 days of receipt of application. The requirements of RCW 36.70B.080 or DMC 10-02.030 do not apply to legislative processes. Applications which are determined to be incomplete as of 45 days after the annual application deadline date identified in DMC 10-09.030 will not be considered during the current annual review process and may be considered during the next annual review period after a determination of completeness. It is highly recommended that applicants for amendments to the comprehensive plan contact the planning department and arrange for a preapplication conference prior to submittal of an application for amendment to avoid delays in processing.

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

**10-09.110. - Notice of public hearing(s).**

A notice of public hearing(s) on proposed amendments to the comprehensive plan shall be published in the city's officially designated newspaper, circulated to known community groups, agencies and tribes and shall also be included on the city's official website. For owner initiated site-specific land use map amendment proposals the notice of public hearing shall also be mailed to all property owners within 300 feet of the subject site and posting of the site. The applicant is responsible for obtaining the list of property owners within 300 feet from Columbia County and posting of the site per DMC title 10. Notice of an open record appeal for type II applications must be sent by mail or e-mail to all parties of record, except when SEPA would require additional notice. Notices as required (e-mailed, mailed, posted and/or published) must be issued at least five days prior to the scheduled public hearing, except when an appeal of SEPA would require additional notice.

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

**10-09.120. - Public hearing on docket.**

The city council shall review and consider all of the amendments included in the docket that were submitted in time for review during the current annual review period during a regular council hearing before making a final decision on which amendments will proceed through the annual amendment process.

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

**10-09.130. - Considerations for decision to initiate processing.**

Before rendering a decision whether the individual comprehensive plan amendment proposal may be processed during any year, the city council shall consider all relevant facts, including the application materials, as well as the following items:

- A. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan; and
- B. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments; and
- C. For amendments that have been considered within the last three years, whether there has been a change in circumstances that makes reconsideration of the proposed amendment now appropriate.

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

**10-09.140. - Selecting the applications for further processing.**

The council shall consider each application separately under the criteria set forth in DMC 10-09.130 and shall decide which applications will be processed during the current annual amendment process, and which will not be processed. The council's findings and conclusions on the applications that will not be processed shall be incorporated into a resolution. No findings and conclusions are required for those applications that are forwarded for further processing as provided in this chapter.

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

**10-09.150. - Planning commission action.**

Once the applications are forwarded to the planning commission for further processing, the planning director shall ensure that the applications have been reviewed under SEPA, and that a SEPA threshold decision has issued. The planning commission shall then hold a public hearing(s) on the applications and consider them cumulatively under the criteria set forth in DMC 10-09.170. The commission's written recommendation on the applications shall then be forwarded to the city council.

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

**10-09.160. - City council action.**

The city council shall consider the planning commission's recommendation on the comprehensive plan amendments and make a decision to either adopt or deny each amendment application. If the council makes no changes to the planning commission's recommendation, the council may act on the amendments during a regular city council meeting. If the council makes any changes to the planning commission's recommendation, the council may be required to hold a public hearing, pursuant to RCW 36.70A.035(2).

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

**10-09.170. - Criteria for approval.**

The city's comprehensive plan goals and policies shall be granted substantial weight when considering a proposed amendment. The city council shall make written findings regarding each application's consistency or inconsistency with the following criteria:

- A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan; and
- B. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable local jurisdictional policies and agreements, and/or other state or local laws; and
- C. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and
- D. The proposed amendment advances the public interest; and
- E. For text amendments which propose to increase density or intensity of permitted development and all land use map amendments, the following approval criteria also apply:
  1. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:
    - a. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or
    - b. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or
    - c. Needed infrastructure, facilities and services will be funded by the developer under the terms of a development agreement associated with the comprehensive plan amendment; or
    - d. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or
    - e. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met; and
  2. For a land use map amendment, the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses; and
  3. The proposed amendment will not create a demand to change land use designations of other properties, unless the change in land use designation for other properties is in the long-term interest of the community in general.

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

**10-09.180. - Adoption and rejection.**

The city council's decision to adopt the proposed comprehensive plan amendments shall be adopted by ordinance. The city council's decision to reject the proposed comprehensive plan amendments shall be by resolution.

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

**10-09.190. - Transmittals to the state.**

The planning department will transmit a copy of any proposed amendments and adopted ordinances to the Washington State Department of Commerce (COM) pursuant to the requirements of RCW 36.70A.106.

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

**10-09.200. - Appeals.**

Appeals must be filed with the growth management hearings board in accordance with the provisions of RCW Chapter 36.70A.

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

**10-09.210. - Applications for amendments located within the urban growth area and outside of the city limits.**

As a courtesy recommendation only, the city council will consider applications for amendment of the Columbia County comprehensive plan land use map for those parcels located within the urban growth area, but outside of the city limits. Actions of the city council will be forwarded to the Columbia County Clerk. The city council's recommendation on any amendments to the Columbia County comprehensive plan map is a recommendation only, and is not a final decision. It is therefore not appealable, either administratively or judicially.

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

**10-09.220. - Map and text revisions.**

If map and text amendments are adopted, the city council shall order that the comprehensive plan be amended to reflect the new amendments.

(Ord. No. 1841, § 2(Att. A), 11-12-2013)

Docket Number #5  
Staff Use Only

# Comprehensive Plan Docket Form

Columbia County \_\_\_\_\_ Dayton  Town of Starbuck \_\_\_\_\_

Applicant Name: Ashly Beebe Date: 7/20/18

Mailing Address: 304 W Dayton Ave

Email: mermaid1128@gmail.com Phone: 907-306-7696

### Type of Request

- |                                  |                          |                                 |                                     |
|----------------------------------|--------------------------|---------------------------------|-------------------------------------|
| Comp Plan or Text Amendment      | <input type="checkbox"/> | Land Use Designation Amendment  | <input type="checkbox"/>            |
| Development Regulation Amendment | <input type="checkbox"/> | Zoning Classification Amendment | <input type="checkbox"/>            |
| Other                            | <input type="checkbox"/> | Text Amendment                  | <input checked="" type="checkbox"/> |

Has this been submitted previously? NO If yes, please indicate the year \_\_\_\_\_

If yes, what was the outcome (Use additional sheet if necessary)?

### Amendments to Property-Specific Use or Zonings

General location: Dog Park @ City Park

Total Acres: \_\_\_\_\_ Tax Parcel ID(s) \_\_\_\_\_

Current Land Use Designation \_\_\_\_\_ Requested Land Use Designation \_\_\_\_\_

Current Zoning Classification \_\_\_\_\_ Requested Zoning Classification \_\_\_\_\_

Requested Change and Rationale Need public bathrooms near dog park, juvenile fishing pond & baseball fields

Proposed use of Parcel \_\_\_\_\_

How will change affect adjoining parcels? \_\_\_\_\_

Docket Number \_\_\_\_\_  
Staff Use Only

How is the change compatible with the surrounding area? \_\_\_\_\_

### Area-Wide & Text Amendments

Chapter and section of Comprehensive Plan to be amended: Capital Improvements

Indicate either conceptual or specific amendatory language. Be as specific as possible to aid in the evaluation of your proposal. If specific changes are proposed, indicate current and proposed language. (Use additional sheet if necessary.)

Need public restrooms near dog park, juvenile fishing pond, + baseball fields.

### Additional Information

Describe and/or attach any studies, research information, or further documentation that will support this proposal.

### How to Submit a Docket Form

*Print form and submit by mail:*

OR

*Save form to your computer, then attach to an email and send to:*

Columbia County Planning and Building  
114 S. 2<sup>nd</sup> Street  
Dayton, WA 99328

[meagan.bailey@co.columbia.wa.us](mailto:meagan.bailey@co.columbia.wa.us)

### Background on the Docket Process

The docket process responds to the requirement of the Growth Management Act at 36.70A.470. Docketing means compiling and maintaining a list of suggested changes to the Comprehensive Plan or development regulations in a manner that ensures suggested changes are considered by the County and are available for review by the public. Download this form electronically or learn more about the Comprehensive Plan by visiting the Planning and Building Department page at [www.columbiaco.com](http://www.columbiaco.com).

Docket Number #7  
Staff Use Only

# Comprehensive Plan Docket Form

Columbia County  Dayton  Town of Starbuck \_\_\_\_\_

Applicant Name: Ashly Beebe Date: 7/20/18

Mailing Address: 304 W Dayton Ave

Email: memmaid1128@gmail.com Phone: 907-306-7656

### Type of Request

- |                                  |                          |                                 |                                     |
|----------------------------------|--------------------------|---------------------------------|-------------------------------------|
| Comp Plan or Text Amendment      | <input type="checkbox"/> | Land Use Designation Amendment  | <input type="checkbox"/>            |
| Development Regulation Amendment | <input type="checkbox"/> | Zoning Classification Amendment | <input type="checkbox"/>            |
| Other                            | <input type="checkbox"/> | Text Amendment                  | <input checked="" type="checkbox"/> |

Has this been submitted previously? No If yes, please indicate the year \_\_\_\_\_

If yes, what was the outcome (Use additional sheet if necessary)?

### Amendments to Property-Specific Use or Zonings

General location: City of Dayton - transfer station

Total Acres: \_\_\_\_\_ Tax Parcel ID(s) \_\_\_\_\_

Current Land Use Designation \_\_\_\_\_ Requested Land Use Designation \_\_\_\_\_

Current Zoning Classification \_\_\_\_\_ Requested Zoning Classification \_\_\_\_\_

Requested Change and Rationale Addition of plastics recycling bins  
(currently only cardboard & aluminum)

Proposed use of Parcel \_\_\_\_\_

How will change affect adjoining parcels? \_\_\_\_\_

Docket Number \_\_\_\_\_  
Staff Use Only

How is the change compatible with the surrounding area? \_\_\_\_\_

### Area-Wide & Text Amendments

Chapter and section of Comprehensive Plan to be amended: *Land use p.44 obj.G3  
Cap Facilities p.52 Obj.A5*

Indicate either conceptual or specific amendatory language. Be as specific as possible to aid in the evaluation of your proposal. If specific changes are proposed, indicate current and proposed language. (Use additional sheet if necessary.)

*Ammend to specifically address plastics recycling as well as any possibility of recycling pick up house to house*

### Additional Information

Describe and/or attach any studies, research information, or further documentation that will support this proposal.

### How to Submit a Docket Form

*Print form and submit by mail:*

OR

*Save form to your computer, then  
attach to an email and send to:*

Columbia County Planning and Building  
114 S. 2<sup>nd</sup> Street  
Dayton, WA 99328

[meagan\\_bailey@co.columbia.wa.us](mailto:meagan_bailey@co.columbia.wa.us)

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Docket Number #8  
Staff Use Only

# Comprehensive Plan Docket Form

Columbia County \_\_\_\_\_ Dayton  Town of Starbuck \_\_\_\_\_

Applicant Name: Gerall & Carol Pulliam Date: 7/20/18

Mailing Address: 346 S. Touchee Dayton, Wa. (420 E Washington  
property in question)

Email: Gacp@columbia.net.com Phone: 509-382-4395

### Type of Request

- |                                    |                                     |                                 |                          |
|------------------------------------|-------------------------------------|---------------------------------|--------------------------|
| Comp Plan or Text Amendment        | <input type="checkbox"/>            | Land Use Designation Amendment  | <input type="checkbox"/> |
| - Development Regulation Amendment | <input checked="" type="checkbox"/> | Zoning Classification Amendment | <input type="checkbox"/> |
| Other                              | <input type="checkbox"/>            | Text Amendment                  | <input type="checkbox"/> |

Has this been submitted previously? NO If yes, please indicate the year \_\_\_\_\_

If yes, what was the outcome (Use additional sheet if necessary)?

### Amendments to Property-Specific Use or Zonings

General location: \_\_\_\_\_

Total Acres: \_\_\_\_\_ Tax Parcel ID(s) \_\_\_\_\_

Current Land Use Designation \_\_\_\_\_ Requested Land Use Designation \_\_\_\_\_

Current Zoning Classification \_\_\_\_\_ Requested Zoning Classification \_\_\_\_\_

Requested Change and Rationale \_\_\_\_\_

\_\_\_\_\_

Proposed use of Parcel \_\_\_\_\_

How will change affect adjoining parcels? \_\_\_\_\_

How is the change compatible with the surrounding area? \_\_\_\_\_

**Area-Wide & Text Amendments**

Chapter and section of Comprehensive Plan to be amended: \_\_\_\_\_

Indicate either conceptual or specific amendatory language. Be as specific as possible to aid in the evaluation of your proposal. If specific changes are proposed, indicate current and proposed language. (Use additional sheet if necessary.)

Change in minimal tree height over Road way in  
Residential area decrease from 14 ft to <sup>clearance</sup> more Reasonable  
of 10' or less.

**Additional Information**

Describe and/or attach any studies, research information, or further documentation that will support this proposal.

14' Ft may be Reasonable on Main St, where there  
is Reg semi-traffic.

**How to Submit a Docket Form**

**Print form and submit by mail:**

**OR**

**Save form to your computer, then  
attach to an email and send to:**

Columbia County Planning and Building  
114 S. 2<sup>nd</sup> Street  
Dayton, WA 99328

[meagan\\_bailey@co.columbia.wa.us](mailto:meagan_bailey@co.columbia.wa.us)

**Background on the Docket Process**

The docket process responds to the requirement of the Growth Management Act at 36.70A.470. Docketing means compiling and maintaining a list of suggested changes to the Comprehensive Plan or development regulations in a manner that ensures suggested changes are considered by the County and are available for review by the public. Download this form electronically or learn more about the Comprehensive Plan by visiting the Planning and Building Department page at [www.columbiaco.com](http://www.columbiaco.com).

**RESOLUTION NO. 1347**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AWARDED A PROFESSIONAL SERVICES AGREEMENT FOR THE DAYTON SWIMMING POOL FACILITY CONDITION ASSESSMENT TO ORB ARCHITECTS, INC.; AND, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ORB ARCHITECTS, INC. FOR SAID SERVICES.**

**WHEREAS**, the City Council of the City of Dayton (“City”) desires to perform a Dayton Swimming Pool Facility Condition Assessment (“Project”); and

**WHEREAS**, on May 20, 2018, the City issued a Request for Proposal (RFP) from consulting firms qualified to complete the Project; and

**WHEREAS**, the City received six responses in response to the City’s RFP; and

**WHEREAS**, the Evaluation Committee consisting of the Mayor, Council’s Parks and Public Grounds Committee, a member of Friends of the Dayton Pool, and two staff members independently evaluated the RFPs based on “Evaluation Criteria” provided in the RFP;

**WHEREAS**, the evaluations found ORB Architects, Inc., as the most qualified consultant to begin negotiations towards an agreement to perform the professional services related to the Project;

**WHEREAS**, the Evaluation Committee has completed its negotiations with ORB Architects, Inc., for a professional services agreement for the Project; and

**WHEREAS**, the Evaluation Committee is recommending that the City Council award the professional services contract to ORB Architects, Inc., and that the Mayor be granted the authority to execute a professional services agreement with ORB Architects, Inc., to perform the Project as described in Exhibit “A”, attached hereto.

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

**Section 1. Award.** The City Council hereby awards the contract for professional services for the Dayton City Pool Facility Condition Assessment Project to the most qualified consultant, ORB Architects, Inc.

**Section 2. Authorization.** The Mayor is hereby authorized to execute the Professional Services Agreement with ORB Architects, Inc., to perform the professional services for the Dayton Swimming Pool Facility Condition Assessment as provided in Exhibit “A”, attached hereto.

**PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING ON THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

City of Dayton

---

Craig George, Mayor

Attest:

---

Trina Cole, City Clerk-Treasurer

Exhibit "A"  
Resolution No. 1347  
08/08/2018

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
DAYTON SWIMMING POOL  
CONDITION ASSESSMENT SERVICES  
BETWEEN THE CITY OF DAYTON  
AND  
ORB ARCHITECTS, INC.**

**THIS AGREEMENT** is made by and between the City of DAYTON, a Washington municipal corporation (the "City"), and ORB Architects, a corporation organized under the laws of the State of Washington (the "Consultant").

**WHEREAS**, the City is presently engaged in Dayton Swimming Pool Facility Condition Assessment and desires that the Consultant perform services necessary to provide the following consultation services; and

**WHEREAS**, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

**TERMS**

1. **Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.
2. **Payment.**
  - A. The City shall pay the Consultant an amount based on time and materials, not to exceed \$ 49,648. for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates more than the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.
  - B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. **Relationship of Parties.** The parties intend that an independent contractor- client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.
4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by November 30, 2018; provided however, that additional time shall be granted by the Mayor for excusable days or extra work.
5. **Termination.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.
6. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.
7. **Indemnification/Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of his Agreement, except for injuries and damages caused by the sole negligence of the City.
8. **Independent Status of Contractor.** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or property caused

by or resulting from the concurrent negligence of the Consultant and the CITY, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under the Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement

9. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, subconsultants or subcontractors.
10. **No Limitation.** Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
11. **Minimum Scope of Insurance.** Consultant shall obtain at no cost to the city and maintain said insurance in force for the duration of this agreement, insurance of the types described below:
  - A. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  - B. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
  - C. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - D. Professional Liability insurance appropriate to the Professional's profession.
12. **Minimum Amounts of Insurance.** Attorney shall maintain the following insurance limits:
  - A. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - B. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  - C. Employer's Liability each accident \$1,000,000, Employer's Liability Disease-each employee \$1,000,000, and Employer's Liability Disease - Policy Limit \$1,000,000.
  - D. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
13. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- A. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
  - B. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
  - C. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
  - D. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.
- 14. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII, licensed to conduct business in the State of Washington.
- 15. Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
- 16. Ownership and Use of Work Product.** Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.
- 17. City's Right of Inspection.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 18. Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.
- 19. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**20. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

**21. Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor and the Mayor shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Columbia County Superior Court, Columbia County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

**22. Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

|                        |                  |
|------------------------|------------------|
| Consultant:            | City of Dayton   |
| Attn:                  | Attn: Trina Cole |
| Address:               | 111 S. 1st St.   |
| City, State, Zip Code: | Dayton, WA 99328 |
| Telephone:             | (509) 382-2361   |

**23. Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit B** attached hereto and incorporated herein by this reference as if set forth in full.

**24. Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CONSULTANT

CITY OF DAYTON

By:

Dayton Pool Facility Condition Assessment  
08/08/2018

Craig George

Its:

Mayor

ATTEST:

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City Clerk-Treasurer

APPROVED AS TO FORM:

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City Attorney

| TASK # | PHASE ONE PROJECT TASKS | ORB Architects | CONSULTANTS              |                                       |                                     |                                  | TOTALS |
|--------|-------------------------|----------------|--------------------------|---------------------------------------|-------------------------------------|----------------------------------|--------|
|        |                         |                | AHBL Structural Engineer | Ingenuity Systems Mechanical Engineer | Cross Engineers Electrical Engineer | Risk Charbonneau Cost Estimating |        |

Phase one Project Overview: This fee breakdown is for performing the requested Facility Condition Assessment (FCA) at the Dayton Swimming Pool Facility. ORB and our team shall review and evaluate the condition of the pool and related facility. The goal is to provide the community with a detailed report that helps to understand the current condition of the facility as well as future needs and priorities to allow the pool facility to continue to serve the community.

| TASK 0 - PROJECT MANAGEMENT / PROJECT RESEARCH |  |                |            |            |            |            |                |
|--|--|----------------|------------|------------|------------|------------|----------------|
| 0.01   | General Project Management/Administration: Project set up/scoping, contract management, schedule management, consultant coordination, and correspondence | \$1,358        |            |            |            |            | \$1,358        |
| <b>TOTAL TASK 0 PER TEAM MEMBER</b>            |  | <b>\$1,358</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$1,358</b> |

| TASK 1 - PHYSICAL INVENTORY / SURVEY |   |                |                |                |                |              |                 |
|--------------------------------------|---|----------------|----------------|----------------|----------------|--------------|-----------------|
| 1.01                                 | <b>Site Investigation / Kick-Off:</b> We propose to combine an initial site visit and kick-off meeting with Selection Committee and staff. This will allow us to review the project goals and objectives together as well as accomplish the critical first task. Our entire team shall spend approximately 6 to 8 hours on site performing the initial FCA - documenting and recording physical conditions and performing a code analysis of the existing pool facility. In order to be most beneficial, we request that a representative of the pool maintenance staff be available during this investigation. | \$2,082        | \$2,000        | \$2,132        | \$2,000        | -            | \$9,024         |
| 1.02                                 | <b>Document Research:</b> ORB will review documents requested from the City of Dayton such as existing drawings, Operations Manuals, Maintenance Records and the like available for review.   | \$626          | \$620          | \$1,320        | \$300          | \$220        | \$3,086         |
| 1.03                                 | <b>Preliminary Draft Meeting:</b> The ORB team will meet (conference call) with the Selection Committee and staff to review our initial findings, (draft) and discuss any need for further investigation, as well as gain further insight into any operational considerations.  | \$420          | \$310          | \$330          | \$600          | -            | \$1,660         |
| <b>TOTAL TASK 1 PER TEAM MEMBER</b>  |   | <b>\$3,128</b> | <b>\$3,730</b> | <b>\$3,782</b> | <b>\$2,900</b> | <b>\$220</b> | <b>\$13,770</b> |

| TASK 2 - FURTHER INVESTIGATION      |  |              |              |              |              |            |                |
|-------------------------------------|--|--------------|--------------|--------------|--------------|------------|----------------|
| 2.01                                | <b>Follow-up Site Investigation:</b> As we start drafting our assessment reports and estimating, we often realize there are things that need to be looked at closer or were not observed fully on the first visit. For the purposes of this estimate, we are assuming that we will be able to coordinate with your staff to collect any additional information, without an additional trip to the site.                | \$420        | \$400        | \$660        | \$400        | -          | \$1,880        |
| 2.02                                | <b>In-Depth Investigation:</b> Based on past experience, it is not uncommon for us to agree that there is a need for a more in-depth review of some aspect of the facility in order to build a complete picture for the assessment. The following are some examples of the types of things that have come up before. We will discuss the need for these as part of Task 1.03, and propose an additional fee as needed. |              |              |              |              |            |                |
| a                                   | Destructive Investigation  | TBD          |              |              |              |            | TBD            |
| b                                   | Pool Leak Tests  | TBD          |              |              |              |            | TBD            |
| <b>TOTAL TASK 2 PER TEAM MEMBER</b> |  | <b>\$420</b> | <b>\$400</b> | <b>\$660</b> | <b>\$400</b> | <b>\$0</b> | <b>\$1,880</b> |

| TASK 3 - FINAL REPORT               |  |                 |                |                |                |                |                 |
|-------------------------------------|--|-----------------|----------------|----------------|----------------|----------------|-----------------|
| 3.01                                | <b>Prepare Draft Assessments:</b> Our team will draft their assessment of the existing building condition by discipline. This will include our impression of the existing physical conditions and deficiencies, as well as code summary. Additionally we will start to assign priorities for review. We will work with the City of Dayton on a format for presenting the five (5) categorizations and five (5) priorities identified in the RFP.         | \$4,596         | \$1,400        | \$2,792        | \$1,500        | -              | \$10,288        |
| 3.02                                | <b>Area of Magnitude Cost Estimate:</b> ORB's team will provide an Area of Magnitude Cost Estimate for the recommended Dayton Pool upgrade options.  | \$840           | \$620          | \$1,320        | \$900          | \$4,000        | \$7,680         |
| 3.03                                | <b>Final Draft Review Meeting:</b> The ORB team will meet (conference call) with the staff to review the draft version of the FCAR. Input provided will be used to finalize the report.  | \$420           | \$310          | \$330          | \$400          | -              | \$1,460         |
| 3.05                                | <b>Final Report Document:</b> ORB will assemble all work products into a final report document with an Executive Summary, descriptions of the process and goals, findings, recommendations, and costs. Sections will be provided for each discipline with all the back-up materials. This report will be a tool for the City of Dayton to use in determining the scope of work that best suits the city's desires for the next generation of pool users. | \$4,184         | \$620          | \$1,320        | \$900          |                | \$7,024         |
| 3.06                                | <b>City Council Meeting:</b> ORB will meet with Parks & Recreation Commission, as well as the City Council to present the final Facility Conditions Assessment Report in June/July of 2018. This task assumes an ORB representative at one (1) meeting. A fee to account for additional meetings and/or attendees shall be negotiated if deemed necessary.   | \$840           |                |                |                |                | \$840           |
| <b>TOTAL TASK 3 PER TEAM MEMBER</b> |  | <b>\$10,880</b> | <b>\$2,950</b> | <b>\$5,782</b> | <b>\$3,700</b> | <b>\$4,000</b> | <b>\$27,292</b> |

|   |     |                 |                |                 |                |                |                 |
|---|-----|-----------------|----------------|-----------------|----------------|----------------|-----------------|
| <b>SUBTOTALS</b>                                    |     | <b>\$16,794</b> | <b>\$7,080</b> | <b>\$10,204</b> | <b>\$7,000</b> | <b>\$4,220</b> | <b>\$44,296</b> |
| <b>ORB MARKUP ON CONSULTANT SERVICES (10%)</b>      | N/A |                 | <b>\$708</b>   | <b>\$1,020</b>  | <b>\$700</b>   | <b>\$422</b>   | <b>\$2,850</b>  |
| <b>TOTAL PER TEAM MEMBER (Hourly Not-To-Exceed)</b> |     | <b>\$16,794</b> | <b>\$7,788</b> | <b>\$11,224</b> | <b>\$7,700</b> | <b>\$4,642</b> | <b>\$47,148</b> |

**REIMBURSABLE EXPENSE BUDGET** \$2,600 Consultant Reimbursable costs are included in overall expense budget at \$2,600

Reimbursable expenses include copies & prints, (including getting the original drawings and specifications scanned for all to use) as well as travel, and other direct project costs. The current assumptions for travel costs are to fly to the Tri-Cities, rent a car to carpool to Dayton. Round trip flights appear to be about \$220 each. Looks like we could rent a 5 passenger SUV or 7 passenger Minivan for about \$110. Meals at about \$50/person/day. After taxes & fees, etc. I'm estimating the cost for one trip at \$1,800, incl. meals... assuming it can be done in one day. Reimbursable expenses are billed at cost plus ten percent, and are invoiced monthly along with design fees.

|  |  |  |  |  |  |  |                 |
|--|--|--|--|--|--|--|-----------------|
| <b>TOTAL ESTIMATED A&amp;E PROJECT FEES AND REIMBURSABLE EXPENSES ESTIMATE</b> |  |  |  |  |  |  | <b>\$48,646</b> |
|--|--|--|--|--|--|--|-----------------|

**TASK ORDER**

**CITY OF DAYTON  
INERT WASTE LANDFILL  
ENGINEERING SERVICES**

This Task Order shall be attached to and become a permanent part of the Agreement for on-call civil engineering services entered into by and between the City of Dayton (CITY) and Anderson Perry & Associates, Inc., (ENGINEER) on March 14, 2016.

**SCOPE OF WORK**

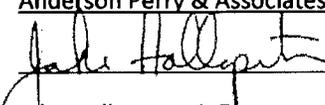
The work under this Task Order consists of providing engineering services required to complete the Inert Waste Landfill Permit Application and supporting documentation for the CITY's Inert Waste Landfill. The scope of services is in accordance with the attached Exhibit A.

**COMPENSATION**

The CITY will compensate the ENGINEER for performing the services outlined in this Task Order on a time and materials basis not-to-exceed \$10,000 without approval from the CITY, pursuant to the ENGINEER's current Hourly Fee Schedule (Exhibit B). Completion of services is anticipated by December 31, 2018.

This Task Order is executed on the date shown below.

CITY: City of Dayton  
By: \_\_\_\_\_  
Name: Craig George  
Title: Mayor  
Date: \_\_\_\_\_

ENGINEER: Anderson Perry & Associates, Inc.  
By:   
Name: Jake Hollopeter, P.E.  
Title: Vice President  
Date: \_\_\_\_\_

**EXHIBIT A  
CITY OF DAYTON  
INERT WASTE LANDFILL  
ENGINEERING SERVICES**

**SCOPE OF WORK**

**GENERAL**

The work generally consists of preparation of documentation required to complete the permitting for the City of Dayton's (CITY) Inert Waste Landfill. The permitting process will comply with the Columbia County Health Department and Washington State Department of Ecology (Ecology) requirements.

In general, the work will include the following key components and deliverables:

- Inert Waste Landfill Permit Application
- Engineering Documents
- Operations Plan
- State Environmental Policy Act (SEPA) Environmental Checklist and Determination of Non-Significance

**DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (ENGINEER)**

**TASK 1 - PROJECT ADMINISTRATION**

The Engineer will oversee project tasks and coordinate with CITY representatives to manage the scope and budget. The following is a description of Project Administration tasks:

1. Prepare and submit monthly invoices. Each invoice will include the date period covered by invoice, number of hours worked during the billing period with billing rates shown, expenses and associated mark-ups, and total cost for labor and expenses for the billing period. The use of subconsultants is not expected.
2. Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include a brief summary of work performed during the billing period, along with a notice to the CITY raising any issues or concerns that could require a contract amendment/supplement.
3. Project management. General coordination with CITY and ongoing monitoring of tasks and resources.
4. Maintain all contract-required documentation. Provide copies (or originals if necessary) of project files and records to the CITY for audits and public information requests. All final documents will be provided in electronic format as requested.

**Deliverables**

- Monthly Invoices
- Project Documentation

## TASK 2 – INERT WASTE LANDFILL PERMIT DOCUMENTATION

The ENGINEER will prepare the items required to complete the permitting of the CITY's Inert Waste Landfill. The ENGINEER will generally follow the permitting requirements as defined by Ecology. These Ecology requirements are listed below:

1. Complete permit application form.
2. Engineering documents that address the following design standards and must be stamped by an engineer licensed to practice engineering in Washington in a discipline appropriate for the landfill activity:

**Inert Waste Landfills - Design Standards** - The owner or operator of an inert waste landfill shall prepare engineering reports/plans and specifications to address the design standards. The existing site topography, including the location and approximate thickness and nature of any existing waste, the vertical and horizontal limits of excavation and waste placement, final closure elevation and grades, and the design capacity of each landfill unit, total design capacity, and future use of the facility after closure, shall be included.

Inert waste landfills shall be designed and constructed to:

- a. Ensure that all waste is above the seasonal high level of groundwater. Groundwater includes any water-bearing unit which is horizontally and vertically extensive, hydraulically recharged, and volumetrically significant.
  - b. Maintain a stable site.
  - c. Manage surface water, including run-on prevention and runoff conveyance, storage, and treatment, to protect the waters of the state.
3. An Operations Plan that addresses all the following standards (facility will be operated by the CITY):
    - a. Operate the facility to:
      - 1) Control public access and prevent unauthorized vehicular traffic and illegal dumping of wastes.
      - 2) Implement a program at the facility capable of detecting and preventing noninert wastes from being accepted or mixed with inert waste.
      - 3) Handle all inert waste in a manner that is in compliance with the performance standards of Washington Administrative Code (WAC) 173-350-040.
      - 4) Handle all inert waste in a manner that controls fugitive dust and is protective of waters of the state.
      - 5) Prevent unstable conditions resulting from their activities.
    - b. Inspect and maintain the facility to prevent malfunctions and deterioration, operator errors, and discharges that may cause a threat to human health. Inspections shall be as needed, but at least weekly, to ensure meeting operational standards, unless an alternate schedule is approved by the jurisdictional health department as part of the permitting process.

- c. Maintain daily operating records of the quantities of inert waste disposed. In addition, record and retain information that documents that all wastes landfilled meet the criteria for inert waste. Facility inspection reports shall be maintained in the operating record. Significant deviations from the plan of operation shall be noted in the operating record. Records shall be maintained by the CITY for a minimum of five years and shall be available upon request by the jurisdictional health department.
  - d. Prepare and submit a copy of an annual report to the jurisdictional health department and the department by April 1st on forms supplied by the department. The ENGINEER will assist the CITY in preparing the first report. Subsequent reports will be prepared by the CITY. The annual report shall detail the facility's activities during the previous calendar year and shall include the following information:
    - 1) Name and address of the facility.
    - 2) Calendar year covered by the report.
    - 3) Annual quantity and type of waste disposed in tons or cubic yards with an estimate of density in pounds per cubic yard.
    - 4) Any additional information required by the jurisdictional health department as a condition of the permit.
  - e. Develop a plan of operation approved as part of the permitting process. The plan shall describe the facility's operation and shall convey to site operating personnel the concept of operation intended by the designer. The plan of operation shall be available for inspection at the request of the jurisdictional health department. If necessary, the plan shall be modified with the approval, or at the direction of the jurisdictional health department. Each plan of operation shall include:
    - 1) A description of the types of solid waste to be handled at the facility.
    - 2) A description of how solid wastes are to be handled on-site during its active life including:
      - a) Acceptance criteria that will be applied to the waste.
      - b) Procedures for ensuring only the waste described will be accepted.
      - c) Procedures for handling unacceptable wastes.
      - d) Procedures for transporting and routine filling and grading.
    - 3) A description of how equipment, structures and other systems are to be inspected and maintained, including the frequency of inspection and inspection logs.
    - 4) Safety and emergency plans.
    - 5) The forms used to record weights and volumes.
    - 6) Other such details to demonstrate that the facility will meet the requirements of the jurisdictional health department.
4. Documentation that all owners of property located within 1,000 feet of the landfill boundary have been notified that the proposed facility may impact their ability to construct water supply wells, in accordance with Chapter 173-160 WAC, Minimum Standards for Construction and Maintenance of Wells (WAC 173-350-410(8)(c)).

5. Plan for meeting in landfill operator certification per Chapter 173-300 WAC, Certification of Operators of Solid Waste Incinerator and Landfill Facilities (to be completed by the CITY).
6. A vicinity plan or map that addresses the following: A vicinity plan or map (having a minimum scale of 1:24,000) that shall show the area within 1 mile (1.6 kilometers) of the property boundaries of the facility in terms of the existing and proposed zoning and land uses within that area, residences, and access roads, and other existing and proposed man-made or natural features that may impact the operation of the facility.
7. Evidence of authority to sign the permit application per WAC 173-350-715(3) (for example, a printout from a government website): In the case of a municipal, state, or other government entity, by a duly authorized principal executive officer or elected official.
8. Evidence of compliance with Chapter 197-11 WAC, SEPA rules: This must include filing a SEPA Environmental Checklist and Determination of Significance or Non-Significance to all agencies with jurisdictions.

### **PROJECT ASSUMPTIONS**

The following assumption will apply to this Scope of Work: The CITY will pay all required permit fees.

## EXHIBIT B HOURLY FEE SCHEDULE

April 1, 2018

### PROFESSIONAL TECHNICAL STAFF

| TECHNICIANS                         | ENGINEERING                               | ARCHAEOLOGY                                |
|-------------------------------------|---|--|
| Technician .....\$ 35.00            | Engineering Technician I ..... \$ 95.00   | Archaeological Intern .....\$ 45.00        |
| Technician I .....\$ 50.00          | Engineering Technician II ..... \$100.00  | Archaeologist Technician I .....\$ 55.00   |
| Technician II .....\$ 60.00         | Engineering Technician III ..... \$105.00 | Archaeologist Technician II .....\$ 60.00  |
| Technician III .....\$ 65.00        | Engineering Technician IV ..... \$110.00  | Archaeologist Technician III .....\$ 65.00 |
| Technician IV .....\$ 75.00         | Engineering Technician V ..... \$115.00   | Senior Archaeologist I .....\$ 85.00       |
| Technician V .....\$ 80.00          | Engineering Technician VI.....\$125.00    | Senior Archaeologist II .....\$100.00      |
| Technician VI.....\$ 85.00          | Staff Engineer I .....\$100.00            | Senior Archaeologist III .....\$110.00     |
| Technician VII.....\$ 95.00         | Staff Engineer II .....\$105.00           |  |
| Senior Technician I .....\$100.00   | Staff Engineer III .....\$110.00          | PROJECT REPRESENTATIVES                    |
| Senior Technician II .....\$105.00  | Project Engineer I .....\$115.00          | Project Representative I .....\$ 85.00     |
| Senior Technician III .....\$110.00 | Project Engineer II .....\$120.00         | Project Representative II .....\$ 95.00    |
| Senior Technician IV .....\$115.00  | Project Engineer III .....\$130.00        | Project Representative III.....\$100.00    |
| Senior Technician V .....\$120.00   | Project Engineer IV .....\$135.00         | Project Representative IV .....\$105.00    |
| Senior Technician VI.....\$125.00   | Senior Engineer I .....\$145.00           |  |
| Senior Technician VII.....\$150.00  | Senior Engineer II .....\$150.00          | PLANNING                                   |
| Senior Technician VIII.....\$170.00 | Senior Engineer III .....\$155.00         | Senior Planner .....\$125.00               |
|                                     | Senior Engineer IV .....\$165.00          |  |
|                                     | Senior Engineer V .....\$170.00           |  |
|                                     | Senior Engineer VI .....\$175.00          |  |
|                                     | Senior Engineer VII .....\$180.00         |  |
|                                     | Senior Engineer VIII .....\$195.00        |  |

### SURVEYORS AND CREWS

|                                     |   |  |
|-------------------------------------|---|--|
| Survey Technician I .....\$ 60.00   | Survey Crew Chief III .....\$110.00       | Professional Land Surveyor V ...\$160.00 |
| Survey Technician II .....\$ 70.00  | Survey Crew Chief IV.....\$115.00         | GPS Total Station .....\$ 40.00          |
| Survey Technician III .....\$ 75.00 | Professional Land Surveyor I ....\$115.00 | Robotic Survey Station .....\$ 30.00     |
| Survey Technician IV .....\$ 80.00  | Professional Land Surveyor II ...\$125.00 | Total Station .....\$ 23.00              |
| Survey Crew Chief I .....\$ 85.00   | Professional Land Surveyor III ..\$135.00 | ATV (4-hour minimum) .....\$ 30.00       |
| Survey Crew Chief II .....\$100.00  | Professional Land Surveyor IV . \$150.00  | Resource Grade GPS .....\$ 20.00         |

### OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.545 per mile for standard highway vehicles as of January 1, 2018. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

### OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice will be charged a service fee of 1.0% per month.

**CHANGE ORDER**

Change Order No.: 1

Date: July 27, 2018

Project/Contract: FEMA Street Repairs Project

Owner: City of Dayton, Washington

To (Contractor): Humbert Asphalt, Inc.

You are hereby requested to comply with the following changes from the contract Documents:

| Description of Changes<br>(Supplemental Description, Plans and Specifications<br>Attached, as applicable) |  | DECREASE<br>In Contract Price | INCREASE<br>In Contract Price |
|---|--|-------------------------------|-------------------------------|
| 1-1   | Add Bid Item B8, Adjust Manhole (3 EA at \$700 EA)   |                               | \$2,100.00                    |
| 1-2   | Add Bid Item B9, Adjust Valve Box (9 EA at \$500 EA) |                               | 4,500.00                      |
| Subtotal  |  | \$0.00                        | \$6,600.00                    |
| Sales Tax (N/A)   |  | \$0.00                        | \$0.00                        |
| TOTAL   |  | \$0.00                        | \$6,600.00                    |
| <b>Net Change in Contract Price</b>   |  | <b>\$0.00</b>                 | <b>\$6,600.00</b>             |

**JUSTIFICATION:**

**1-1 Add New Bid Item B8, Adjust Manhole** - Three existing manhole rings and covers are located within Street Damage Sites 2 to 11. The Contractor and City agreed to include these at the Schedule A bid price of \$700 each, for a Contract price increase of \$2,100.

**1-2 Add New Bid Item B9, Adjust Valve Box** - Nine existing water valve boxes are located within Street Damage Sites 2 to 11. The Contractor and City agreed to include these at the Schedule A bid price of \$500 each, for a Contract price increase of \$4,500.

The amount of the Contract will be increased by the sum of: \$6,600.00

Six thousand six hundred and 00/100 ----- Dollars

The Contract total including this and previous Change Orders will be: \$692,810.00

Six thousand ninety-two eight hundred ten and 100/100 ----- Dollars

The Contract period provided for completion will be increased 2 working days.

Revised Date of Substantial Completion: October 3, 2018

This document will become a supplement to the Contract and all provisions will apply hereto.

Approved

\_\_\_\_\_  
Humbert Asphalt, Inc. (Date)

Recommended

  
\_\_\_\_\_  
Anderson Perry & Associates, Inc. July 27, 2018 (Date)

Approved

\_\_\_\_\_  
City of Dayton, Washington (Date)

7 (c)

**CHANGE ORDER**

Change Order No.: 2

Date: July 27, 2018

Project/Contract: FEMA Street Repairs Project  
 Owner: City of Dayton, Washington  
 To (Contractor): Humbert Asphalt, Inc.

You are hereby requested to comply with the following changes from the contract Documents:

| Description of Changes<br>(Supplemental Description, Plans and Specifications<br>Attached, as applicable) |  | DECREASE<br>In Contract Price | INCREASE<br>In Contract Price |
|---|--|-------------------------------|-------------------------------|
| 2-1   | Add Bid Item C6, 2-In. Thick Asphalt Overlay (413 SY at \$19/SY)                           |                               | \$7,847.00                    |
| 2-2   | Add Bid Item C7, Storm Drain at 5th Street/Patit Avenue Intersection<br>(Lump Sum \$6,750) |                               | 6,750.00                      |
| 2-3   | Add Bid Item D1, CSTC (75 TON at \$25/TON)   |                               | 1,875.00                      |
| 2-4   | Add Bid Item D2, Clean and Tack Existing Asphalt Roadway<br>(3,130 SY at \$3/SY)           |                               | 9,390.00                      |
| 2-5   | Add Bid Item D3, HMA Cl. 1/2 PG 64-28 (450 TON at \$110/TON)                               |                               | 49,500.00                     |
| Subtotal  |  | \$0.00                        | \$75,362.00                   |
| Sales Tax @ 8.4% Schedule D Items Only  |  | \$0.00                        | \$5,104.26                    |
| TOTAL   |  | \$0.00                        | \$80,466.26                   |
| Net Change in Contract Price  |  | \$0.00                        | \$80,466.26                   |

**JUSTIFICATION:**

- 2-1 Add New Bid Item C6, 2-In. Thick Asphalt Overlay** - The purpose of this change is to connect portions of adjacent FEMA repair locations with new asphalt to provide a continuous surface. The work shall include cleaning, tack prelevel, and placement of a 2-inch asphalt overlay. A unit price of \$19/SY was agreed to (based on \$3/SY to clean and tack the surface, and \$110/TON for 0.5-inch average prelevel and 2-inch overlay). Specific locations include: between Sites 5a and 5b (64 SY); between Sites 11a and 11b (300 SY); between Sites 11a and South 4th Street (49 SY); Total Area: 413 SY at \$19/SY = \$7,847
- 2-2 Add New Bid Item C7, Storm Drain at 5th Street/Patit Street Intersection** - An existing low spot at the southeast corner of 5th Street/Patit Avenue intersection ponds stormwater and is deteriorating the pavement. One 24-inch diameter catch basin inlet will be installed at the low point, and approximately 60 linear feet of 8-inch pipe will connect the catch basin to an existing storm drain line with a new 24-inch catch basin with solid cover. Lump Sum Price \$6,750.
- 2-3 Add New Bid Schedule D - Roadway areas included in the 2018 Washington Street/5th Street/Patit Avenue Water and Sewer Main Improvements Project** were not paved as part of the water and sewer project. Damage and asphalt restoration associated with the utility improvements is necessary following the water and sewer project at the locations listed below. The work will include cleaning, tack prelevel, CSTC to fill large potholes, and placement of a 2-inch asphalt overlay.
- 5th Street - Washington Street to Patit Avenue (600 SY)  
 Patit Avenue - 5th Street to 6th Street (860 SY)  
 Patit Avenue - 6th Street to Seneca Way (1,170 SY)  
 5th Street - Washington street to Railroad Tracks/Alley (500 SY)
- Add new Bid Item D1, CSTC at a unit price of \$25/TON.  
 Total Tonnage: 75 TON at \$25/TON = \$1,875
- Add new Bid Item D2, Clean and Tack Coat Existing Asphalt Roadway at a unit price of \$3/SY.  
 Total Area: 3,130 SY at \$3/SY = \$9,390
- Add new Bid Item D3, HMA Cl. 1/2 In. PG 64-28 at a unit price of \$110/TON.  
 Total Tonnage: 450 TON at \$110/TON = \$49,500

**CHANGE ORDER NO. 2 (CONT.)**

The amount of the Contract will be increased by the sum of: \$80,466.26

Eighty thousand four hundred sixty-six and 26/100 ----- Dollars

The Contract total including this and previous Change Orders will be: \$773,276.26

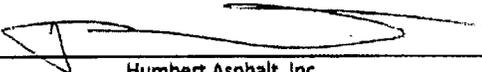
Seven hundred seventy-three thousand two hundred seventy-six and 26/100 ----- Dollars

The Contract period provided for completion will be increased 10 working days.

Revised Date of Substantial Completion: October 17, 2018

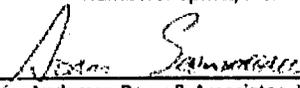
This document will become a supplement to the Contract and all provisions will apply hereto.

Approved

  
\_\_\_\_\_  
Humbert Asphalt, Inc.

7-27-18  
\_\_\_\_\_  
(Date)

Recommended

  
\_\_\_\_\_  
Anderson Perry & Associates, Inc.

July 27, 2018  
\_\_\_\_\_  
(Date)

Approved

\_\_\_\_\_  
City of Dayton, Washington

\_\_\_\_\_  
(Date)



**RESOLUTION NO. 1348**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF DAYTON, WASHINGTON, AUTHORIZING  
THE MAYOR TO SIGN AN INTERLOCAL  
AGREEMENT FOR PLANNING DEPARTMENT  
SERVICES WITH COLUMBIA 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 continues to need planning services; and

**WHEREAS**, the County continues to have planning staff in its Planning and Building Department who have the ability and capacity to assist the City with its planning services need; and

**WHEREAS**, the Columbia County Planning Department has been and continues to be willing to assist the City with their planning needs; and

**WHEREAS**, the Council Planning and Economic Development Committee ("Committee") met on July 13, 2018 to discuss continuing the cooperation with Columbia County Planning and Building Department for planning services; and

**WHEREAS**, the Committee recommends the City Council authorizes the interlocal agreement for planning department services with Columbia County.

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

**Section 1.** That the Mayor is hereby authorized to execute on behalf of the City of Dayton an Interlocal Agreement for planning department services with Columbia County in the form attached hereto as Exhibit "A."

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

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

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF DAYTON**

\_\_\_\_\_  
Craig George, Mayor

Attest:

\_\_\_\_\_  
Trina Cole, City Clerk-Treasurer

**Interlocal Agreement**

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

This Interlocal Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 and authorized to enter into interlocal agreements pursuant to Ch. 39.34 RCW; and

WHEREAS, the County Planning and Building Department has since August 2017 provided temporary planning services to the City pursuant to an interlocal agreement between the City and the County that will expire on July 31, 2018;

WHEREAS, the City and County desire to renew the contractual agreement between the parties whereby the County Planning and Building Department provides planning services to the City;

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 will provide the City with current and long-range planning related services. The County will provide planning services on an as-needed basis upon the reasonable request of the City. The City will cooperate and assist the County to the extent necessary to provide these planning services. A member of the County's Planning Department staff will attend City meetings as reasonably necessary to meet the planning needs of the City.

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 County. 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 records. 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 City acknowledges that it is not represented by the County or the County's legal department. The City has its own legal counsel. If in the performance of any planning services on behalf of the City pursuant to this

Dayton Planning Services Interlocal  
08-08-2018  
Dayton Resolution No. 1348  
Page 1 of 5

Agreement the County's Planning and Building Department requires legal advice or assistance, the City shall provide such advice or assistance through its legal counsel. In any challenge to decision of the City on a Type II, Type III, Type IV, Type IVA or Type V land use application or any constitutional challenge (except an "as applied" constitutional challenge) to the City code or any part thereof, the City shall defend the County and its employees to the extent the County and/or its employees were not negligent, as provided in section 12 of this Agreement.

4. Term: This Agreement shall commence on August 1, 2018, and run for a term of three (3) years. Unless terminated earlier pursuant to sections 5, 6 or 7 herein, this Agreement shall terminate on July 31, 2021.

5. Compensation: The City shall pay on a monthly basis to the County Four Thousand Dollars (\$4,000) per month in exchange for the services described in section 1 of this Agreement. Installments shall be made not later than the 15<sup>th</sup> of each month and shall be made payable to the Columbia County Treasurer. On or before August 1 of each year, the parties shall, in writing, state their respective wishes concerning continued contracting reimbursement amount. If a mutual agreement cannot be reached on or before September 30 each year, this Agreement shall terminate December 31.

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 on a pro rata basis.

7. Breach: Should either party fail to substantially fulfill the requirements of this Agreement, the non-breaching party may give the breaching party at least 30 days' prior written notice, provided that such notice will not result in termination if the breaching party cures that breach before the 30-day period elapses. In the case of termination pursuant to this section, the City is only obligated to pay for services provided by the County on a pro rata basis 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 Agreement by either party for any future fiscal period, the party 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 either party 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 under which the County provides services under this Agreement, the City shall defend and hold harmless the County, its officials, employees and representatives. 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 Columbia 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

City of Dayton, Washington

\_\_\_\_\_  
Craig George, Mayor

\_\_\_\_\_  
Date

Attested by:

\_\_\_\_\_  
Trina Cole, City Clerk-Treasurer

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Quinn Plant, City Attorney

\_\_\_\_\_  
Date

**Columbia County, Washington**

\_\_\_\_\_  
Michael Talbott, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Merle Jackson, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Norm Passmore, Commissioner

\_\_\_\_\_  
Date

Approved as to form:

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Rea Cullwell, Prosecuting Attorney

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Date

**Columbia County  
Department of Planning and Building**

Staff Report  
Zoning Ordinance  
*Amending Dayton Municipal Code: Title 11: Zoning Code*

To: Dayton City Council  
For: Recommendation  
By: Dayton Planning commission  
Date: August 8, 2018

SEPA Determination: Determination of Nonsignificance per WAC 197-11-340(2)  
Public hearing: July 17, 2018

~~~~~  
**Proposal:** Columbia County Planning and Building and the Dayton Planning Commission worked together to perform a thorough review of the City of Dayton Zoning Code. Amendments have been proposed to cover conditions and situations not currently addressed by the code. Other amendments are proposed to ensure that the code better meet the needs of the community.

**Analysis:** The Dayton Planning Commission and the Planning and Building Department spent several months reviewing and proposing edits to the existing City of Dayton Zoning Code. Proposed amendments include:

- Revising the definition of “Mini Storage” to exclude Conex storage containers. Conex containers will no longer be allowed in the commercial/fringe commercial zone as they do not enhance the City and have an adverse effect on adjoining property values.
- The correction of the varying acronyms referencing the Public and Quasi-Public Zone (PU) to ensure consistency throughout the Code.
- Revised section 11-03.030 to allowed apartments above garages/shops to be used as Accessory Dwelling Units if specific conditions are met.
- Revised section 11.03.100 pertaining to animal densities to allow small to medium-sized production animals on adequately sized city lots, or a combination of lots, while mitigating against potential nuisance.
- Changed the minimum front yard setback in the Fringe Commercial zone from 15’ to 5’ to be more consistent with the Central Commercial front yard setback of 0’.
- Added section 11.04,100 pertaining to outdoor dining facilities in the central commercial zone, at the direction of City Council. Outdoor dining facilities are recognized as contributing to the visual, cultural, and economic vitality for downtown. However, benefits are secondary to safe pedestrian transport. Section 11-04.100 addresses the outdoor dining facilities applications

processing, permitting, placement standards, right of way, and serving of alcohol.

- Changed “Open Space” zone to “Open Space/Recreation Zone” and added “Pre-Existing Inert Waste Sites” as an allowed use in the Open Space/Recreation Zone.
- Revised section 11.09.030 pertaining to pre-existing and nonconforming properties to make the code less restrictive. Allows for enlargements and alterations to existing nonconforming structures if specific criteria are met.
- Minor edits and language updates as recommended by the Dayton Planning Commission.

**Findings of Fact:**

1. The proposal to update the zoning code was made by Planning Director, Meagan Bailey.
2. The recommended changes were compiled wholly by the Dayton Planning Commission through a comprehensive review of Title 11: Zoning Code.
3. SEPA Checklist was completed and reviewed by the Lead Agency, and a determination of nonsignificance (DNS) was issued per WAC 197-11-340(2).
4. The DNS was advertised within the Paper of Record on 07/05/2018.
5. Notice of the DNS was sent to the Department of Ecology on 06/27/2018. No comments were received.
6. Comment close for the DNS on 07/20/2018.
7. Notice of a public hearing was published in the paper of record on 06/28/2018.
8. Request for expedited review was sent to the Department of Commerce on 06/27/2018, with confirmation of receipt of the request on 07/12/2018.
9. The proposed amendments are within full compliance of all environmental and developmental regulations.
10. A public hearing was held on July 17<sup>th</sup>, 2018 with the Dayton Planning Commission. All public comments were in favor of the proposed amendments.
11. The Dayton Planning Commission voted unanimously to send the draft ordinance to the City Council for adoption as written.

**Discussion:** Ordinance 1937 is hereby referred to the Dayton City Council for review and adoption as presented within the attached documents. Staff requests a recommendation to either:

1. Adopt Dayton Ordinance 1937 as presented;
2. Adopt Dayton Ordinance 1937 with additional changes; or,
3. Refer Dayton Ordinance 1937 to the Planning Commission for additional review.

---

Meagan Bailey, Planning Director

7(E)

**ORDINANCE NO. 1937 AMENDING TITLE 11: ZONING**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AMENDING CERTAIN SECTIONS OF TITLE 11 OF THE DAYTON MUNICIPAL CODE (DMC) - ZONING, AMENDING VARIOUS SECTIONS OF THE ZONING CODE**

**WHEREAS**, THE CITY OF DAYTON, WASHINGTON IS A FULLY PLANNING CITY UNDER RCW 36.70A, GROWTH MANAGEMENT ACT; AND,

**WHEREAS**, COLUMBIA COUNTY PLANNING AND BUILDING IS CONTRACTED WITH THE CITY OF DAYTON TO PROVIDE BUILDING SERVICES AND PLANNING SERVICES FOR THE CITY OF DAYTON; AND,

**WHEREAS**, IT IS NECESSARY TO UPDATE AND AMEND THE CITY CODE TO PROVIDE CLARITY, FLEXIBILITY AND BENEFIT TO PROMOTE GROWTH WITHIN THE CITY OF DAYTON; AND,

**WHEREAS**, THE PROPOSED AMENDMENTS DO NOT CHANGE ANY ADOPTED COMPREHENSIVE PLANS POLICIES OR LAND USE DESIGNATIONS; AND,

**WHEREAS**, THE ADOPTION OF THIS ORDINANCE IS A NON-PROJECT ACTION AND A SEPA CHECKLIST WAS PREPARED AND A DETERMINATION OF NONSIGNIFICANCE WAS GRANTED; AND,

**WHEREAS**, A NOTICE OF THE SEPA DETERMINATION WAS DULY ADVERTISED WITHIN THE PAPER OF RECORD, WITH NO COMMENTS BEING RECEIVED; AND,

**WHEREAS**, EXPEDITED REVIEW WITH THE DEPARTMENT OF COMMERCE WAS REQUESTED AND GRANTED FOR THIS PROPOSAL, ENSURING COMPLIANCE WITH RCW 36.70A.106; AND,

**WHEREAS**, THE DAYTON PLANNING COMMISSION DULY ADVERTISED AND HELD A PUBLIC HEARING ON JULY 17<sup>TH</sup>, 2018 REGARDING THE PROPOSED CHANGES; AND,

**NOW, THEREFORE, THE CITY COUNCIL OF CITY OF DAYTON, WASHINGTON, DO HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1**

Section 11-01.050 of the Dayton Municipal Code is hereby amended to read as follows:

**11-01.050. - Definitions and interpretation of language.**

“Cargo containers” are standardized reusable vessels that were (A) originally, specifically or formerly designed for or used in the packing, shipping, movement or transportation of freight, articles, goods or commodities, and/or (B) designed for or capable of being mounted or moved by rail, truck or ship by means of being mounted on a chassis or similar transport device. This definition includes the terms “transport containers” and “portable site storage containers” having a similar appearance to and characteristics of cargo containers.

“Mini-storage” means a building or group of buildings containing separate storage spaces of varying sizes that are leased or rented as individuals units, excluding the use of Cargo Containers as storage spaces.

**SECTION 2**

Section 11-02.010 of the Dayton Municipal Code is hereby amended to read as follows:

**11-02.010. - Zoning districts.**

The following zoning districts are hereby established in conformance with the goals of the Dayton Comprehensive Plan:

| District Name:               | Symbol |
|------------------------------|--------|
| Public and Quasi-Public Zone | PU     |

**SECTION 3**

Section 11-02.030 of the Dayton Municipal Code is hereby amended to read as follows:

**11-02.030. - Official zoning map.**

- A. The area within the city is divided into zones and overlay areas as shown on the official zoning map that is adopted by reference and declared to be a part of this title. Land area(s) under an approved development agreement shall be designated on the zoning map. The official zoning map shall be identified by the signature of the mayor, attested by the city clerk, and shall bear the seal of the city. The official zoning map shall be made available for public inspection within Dayton City Hall.
- B. No amendment to this title that involves boundaries on the official zoning map shall become effective until such change and entry is made on the zoning map.

**SECTION 4**

Section 11-03.020 of the Dayton Municipal Code is hereby amended to read as follows:

**11-03.020. - Uses.**

C. All uses in residential zones shall either be permitted as a principal use, as an accessory use or as a conditional use, or prohibited as indicated in the Use Chart of this section. If a use is not listed, it is prohibited unless the planning director determines that a proposed use is similar in aspects such as size, density, effect and impact on surrounding users as a listed use. All restrictions that apply to a listed use shall apply to any use that is permitted as a similar use.

| Use Chart            | Residential Zones |    |
|----------------------|-------------------|----|
|                      | AR                | UR |
| A. Residential Uses. |                   |    |

**SECTION 5**

Section 11-03.030 of the Dayton Municipal Code is hereby amended to read as follows:

**11-03.030. - Standards—Lot area, height, setback, lot coverage requirements and exceptions.**

G. Accessory dwelling units (ADU's) shall be designed to preserve or complement the architectural design, style, and appearance of the principal structure with not less than 220 gross square feet and no more than 800 gross square feet of floor area. If detached from the primary residence, an exterior height of 25 feet to the top peak of the roof is allowed; providing, however, that all the other maximum lot coverage, setback and height limit limitations pursuant to DMC 11-03.030 are met. Apartments above garages/shops are permitted to be used as ADU's, if the following conditions are met: all zoning requirements of DMC Title 11 are met, including lot coverage and setbacks, egress must be provided in a way that tenants can get out of the apartment/unit without entering the garage/shop, and all applicable Fire and Building codes are met. All owners must register their ADU with the city's planning department. An occupancy permit must be obtained, if required by building codes.

**SECTION 6**

Section 11-03.080 of the Dayton Municipal Code is hereby amended to read as follows:

**11-03.080. - Landscaping—Required.**

B. In addition to these general requirements, refer to Chapter 11-08, for landscaping, screening, lighting and surfacing requirements for surface parking and outdoor storage areas that are larger than 2,500 square feet.

## SECTION 7

Section 11-03.100 of the Dayton Municipal Code is hereby amended to read as follows:

### **11-03.100. - Animal densities—Livestock and production animals and household pets restrictions.**

- A. *Livestock and production animal restrictions.* Livestock and production animals such as horses, cows, goats, sheep and fowl are allowed subject to DMC 11-03.020 and as follows:
1. In the AR zone, large sized livestock animals such as a horse, cow or similar-sized animals require a minimum of 40,000 square feet of usable pasture area for the first large animal with an additional minimum usable pasture area of 20,000 square feet per each additional large animal.
  2. In the AR zone, moderate sized livestock animals such as a sheep, goat or similar-sized animals totaling 200 pounds or less require a minimum of 10,000 square feet of usable pasture for the first moderate sized animal with an additional minimum usable pasture area of 5,000 square feet per each additional animal.
  3. In the UR zone, moderate sized livestock animals such as sheep, goats or similar-sized animals totaling 200 pounds or less will only be allowed where the lot, or combination of lots owned by the same person and where the livestock will be kept, has at least 10,000 square feet of usable pasture (open space) for the first moderate sized animal with an additional minimum usable pasture area of 5,000 square feet per each additional animal, to a maximum of three moderate sized livestock.
    - a) Fencing shall be of a non-penetrable type so as to reduce nuisance impact on adjacent land uses.
    - b) Male moderate size livestock must be de-scented and/or neutered using humane standards.
    - c) Confinement areas shall be kept in a manner as not to cause a noise, odor, or visual nuisance with respect to neighboring property. All enclosure areas shall be kept clean.
    - d) Food and animal waste must be removed to keep the areas free from insect infestations, rodents or disease, as well as to prevent obnoxious or foul odors, and must not constitute a nuisance. Manure shall not be allowed in any place where it can affect any source of drinking water.
    - e) Offspring of animals legally permitted under this chapter may be kept for a period not to exceed four months. Beyond this period, offspring must meet the per-animal limitations of this chapter.
  4. Small sized production animal such as chickens, rabbits or similar sized animals:
    - a) In the UR zone, a maximum of six small production animal are allowed on a lot 7,200 square feet or larger. A variance may be requested to allow small production animals on a substandard sized lot in the UR zone.
    - b) In the AR zone, a minimum of 100 square feet of useable fenced or enclosed area is required for the first small production animal with an additional minimum area of 50

square feet per each additional animal. 5. The calculation of the number of livestock and production animals allowed shall be cumulative and the aggregate of the total number of animals shall not exceed the densities allowed in this section. For example, a 10,000 square foot lot in the UR zone may allow for six chickens or one goat, but not both.

6. Swine are prohibited.
  7. No feedlots or similar dense animal-raising facilities or operations are permitted.
  8. Shelters, fenced areas or corrals for animals may be built 25 feet or more from a property line or 50 feet or more from an existing residential building on adjacent properties. Except that, a shelter, fenced area or corral for six or fewer small production animals may be located 15 feet from a side or rear property line and 20 feet from a front property line.
- B. *Household pets.* Household pets including but not limited to dogs, cats, indoor birds, small rodents, nonvenomous reptiles or amphibians, fish, and potbellied pigs, subject to the following standards and limitations:
1. Three dogs per residence, regardless of lot size.
  2. Full-size swine are prohibited.
  3. Goats are prohibited except as allowed in 11-03100(A(3)), above
  4. Reptiles or amphibians weighing more than ten pounds are prohibited.
  5. A maximum of three household pets may be housed outside the residence in a shelter or fenced area.
- C. Livestock, small production animals and pets are subject to the provisions of DMC chapter 6-8, animal control.
- D. Any person or persons being the owner or having possession or control of any livestock found in violation of Chapter 11-30.100, above, shall be subject to penalties as listed in Title 21: Code Compliance.

### SECTION 8

Section 11-03.110 of the Dayton Municipal Code is hereby amended to read as follows:

#### **11-03.110. - Mobile home parks.**

- H. Landscaping and screening. The perimeter of the mobile home park shall be landscaped and screened except in access areas such as driveways and sidewalks. The access areas may not occupy more than 30 percent of the perimeter of the park. The required perimeter landscaped area (on all property lines) shall be five feet deep. The required perimeter screening may be either a six-foot-high sight-obscuring fence or a four-foot-high landscaped berm or a hedge that is at least two feet high when planted. The berm or hedge may be within the required perimeter landscaped area. A sight-obscuring fence must be set back behind the required perimeter landscaping (set back five feet from the property line). The landscaped area and berms shall be planted and maintained with trees, shrubs and evergreen ground cover in a manner which covers the required landscaped and berm area within three years from the date the development permit is issued, and the landscaped cover shall be maintained as long as the mobile home park is in use. One tree is required to be planted and maintained in each 50 lineal feet of the perimeter-landscaped area. If the parking area in the park is larger than 2,500 square feet, refer to Chapter 11-08 for landscaping requirements in the parking area.

**SECTION 9**

Section 11-04.020 of the Dayton Municipal Code is hereby amended to read as follows:

**11-04.020. - Uses.**

All uses in commercial zones shall either be permitted as a principal use, as an accessory use or as a conditional use, or prohibited as indicated in Use Chart below. If a use is not listed, it is prohibited unless the planning director determines that a proposed use is similar in aspects such as size, density, effect and impact on surrounding users as a listed use. All restrictions that apply to a listed use shall apply to any use that is permitted as a similar use.

**SECTION 10**

Section 11-04.030 of the Dayton Municipal Code is hereby amended to read as follows:

**11-04.030. - Standards for lot area, height, setback, lot coverage, floor areas and exceptions.**

| General Standards:                                                                            | Zones                |                      |
|-----------------------------------------------------------------------------------------------|----------------------|----------------------|
|                                                                                               | CC                   | FC                   |
| Minimum front yard setback (exceptions listed below)                                          | 0'                   | 5'                   |
| Minimum rear yard setback (exceptions listed below) Loading area may be in rear yard set back | 10'                  | 10'                  |
| Minimum side yard (exceptions listed below)                                                   | 0'                   | 5'                   |
| Maximum structure or building height (exceptions listed below)                                | 50'                  | 35'                  |
| Maximum floor area                                                                            | 3 times the lot area | 2 times the lot area |
| Maximum lot coverage                                                                          | 80%                  | 60%                  |

Specific standards and exceptions.

- A. Manufacturing, fabricating, repairing, refuse compacting and recycling and other activities that are major noise generators shall be conducted wholly within an enclosed structure. These and other major noise generating uses shall not be located within 50 feet of a residential zone.

Venting from uses that produce major odors, vapors, smoke, cinders, dust, gas and fumes shall be at least ten feet above finished sidewalk grade and cannot be vented within 100 feet of a residential zone.

## SECTION 11

Section 11-04.100 is added to the Dayton Municipal to read as follows:

### **11-04.100. – Outdoor dining facilities, design and placement in the central commercial zone**

Outdoor dining facilities are recognized as contributing to the visual, cultural and economic vitality of downtown. This benefit must, nevertheless, be secondary to the basic purpose of safe pedestrian transport. The city public works director and the city planning director are responsible for balancing these interests to the best benefit of downtown.

- A. Applications for outdoor dining facilities shall be constructed in detail by the applicant, illustrating the complete layout, including number of tables and chairs and width of pedestrian passage. This design shall be reviewed by the city public works director and the city planning director (committee). The committee shall seek input from the city engineer and other applicable department heads and/or agencies.
- B. Basic placement standards shall maintain a minimum of six feet of unobstructed pedestrian walkway on the street side of the sidewalk. Dining area enclosures shall be designed to provide proper visibility for pedestrians, minimal damage to the sidewalk, minimal obstruction to pedestrian passage, and maximum protection against pedestrian fall or collision hazard.
- C. The committee shall prepare a report for review and consideration by the city engineer. If the city engineer approves placement of the facility, it shall authorize issuance of a permit to occupy public right-of-way. Conditions of the permit shall include liability insurance in a form and amount required by the city, and a hold-harmless agreement to the benefit of the city in a form required by the city.
- D. A permit to occupy public right-of-way is revocable by the city at any time for any or no cause. When an outdoor dining facility is removed for any reason, whether on the initiative of the owner, or due to revocation of the permit by the city, it shall be the responsibility of the owner to restore the sidewalk to a condition acceptable to the City of Dayton engineer and Public Works Director.
- E. If alcohol is to be served in these outdoor dining areas, the owner must identify such request in the application. Applicable permitting and requirements as outlined by the Liquor and Cannabis Control Board must be met per Title 314 WAC, with documentation verifying full compliance submitted with the original site plan and application.
- F. Any violation of the requirements as set forth in this section lead to right-of-way permit revocation per 11-04.100(D) and is subject to the provisions of Title 21: Code Compliance
- G. Application and permit fees applicable to outdoor dining are to be paid by the applicant per the City of Dayton fee schedule.

**SECTION 12**

Section 11-05.020 of the Dayton Municipal Code is hereby amended to read as follows:

**11-05.020. - Uses.**

All uses in the industrial zone shall either be permitted as a principal use, as an accessory use or as a conditional use, or prohibited as indicated in this section of the DMC. If a use is not listed, it is prohibited unless the planning director determines that a proposed use is similar in aspects such as size, density, effect and impact on surrounding users as a listed use. All restrictions that apply to a listed use shall apply to any use that is permitted as a similar use.

**SECTION 13**

Section 11-05.090 of the Dayton Municipal Code is hereby amended to read as follows:

**11-05.090. - Exterior lighting, glare and heat.**

Exterior lighting in the industrial zone shall be shielded and directed away from residential zoned areas. Exterior lighting on poles shall not exceed a height of 30 feet above finished grade. Any operation producing intense glare or heat shall be conducted within an enclosure that prevents significant glare or heat on adjacent streets or property.

**SECTION 14**

Section 11-06.020 of the Dayton Municipal Code is hereby amended to read as follows:

**11-06-020. - Uses.**

All uses in the open space/recreation and public zones shall either be permitted as a principal use, as an accessory use, as a conditional use, or prohibited as listed in the chart below. If a use is not listed, it is prohibited unless the planning director determines that a proposed use is similar in aspects such as size, density, effect and impact on surrounding users as a listed use. All restrictions that apply to a listed use shall apply to any use that is permitted as a similar use.

| Uses in Open Space/Recreation and Public Zones | Zones |    |
|------------------------------------------------|-------|----|
|                                                | OR    | PU |
| Pre-Existing Inert Waste Sites                 | P     | X  |

**SECTION 15**

Section 11-06.030 of the Dayton Municipal Code is hereby amended to read as follows:

**11-06.030. - Standards—Height and setbacks.**

The minimum lot setbacks and structure heights required or permitted are listed below. Greater standards may be required as part of a conditional use permit approval:

| Standards | Zones |    |
|-----------|-------|----|
|           | OR    | PU |

Building height exceptions. The building height limitations above do not apply to the height of water reservoirs, church spires and other similar structures or facilities.

**SECTION 16**

Section 11-06.040 of the Dayton Municipal Code is hereby amended to read as follows:

**11-06.040. - Vision clearance area requirements.**

At street intersections and at intersections of streets and alleys, in the area adjacent to each intersection, shall be maintained in a clear and open condition to provide for safe vision of traffic on the intersecting streets. The requirements apply to all areas within a sight triangle, measured ten feet back from the intersecting property lines along each street front or alley property line. Within this triangle area no fences, bushes, structures or other vision obstructing elements may be more than three feet higher than the finished grade of the adjacent streets and no signs, tree limbs or other vision obstructing elements may be less than eight feet above the finish grade of the adjacent streets.

**SECTION 17**

Section 11-09.010 of the Dayton Municipal Code is hereby amended to read as follows:

**11-09.010. - Intent and purpose.**

Within the zones established by this title or subsequent amendments thereto, there exists lots, structures and uses, which were lawfully established or created, but which would be prohibited, regulated or restricted under the terms of this title or future amendments. It is the intent of this title to permit nonconforming lots, structures and uses to continue. Nonconformities are declared by this title to be incompatible with permitted uses, structure and lots in the zones involved. To avoid undue hardship, nothing in this chapter shall deemed to require a change in the plans, construction or designated use of any building on which a building permit has been issued as long as substantial construction has been started within six months of the issuance of the permit provided that work is carried out diligently.

## SECTION 18

Section 11-09.030 of the Dayton Municipal Code is hereby amended to read as follows:

### **11-09.030. - Nonconforming buildings and structures.**

Where a lawful structure exists as of November 16, 2001 that does not conform to the requirements in this title, such structure may be continued to be used and maintained so long as it remains otherwise lawful, subject to the following provisions:

- A. If a nonconforming structure or nonconforming portion of structure is destroyed by any means to an extent that its replacement cost will exceed 75 percent of its value at the time of destruction, it may only be reconstructed in conformity with the provisions of this title.
- B. Pre-existing nonconforming structures may be enlarged and or altered if the following criterion are met:
  - a. The building height will not be increased beyond the current maximum height allowed in that zone; and,
  - b. The current intrusion into the setback as determined by Title 11 will not increase; and,
  - c. The expansion/enlargement will not intrude upon other applicable setback requirements; and,
  - d. The expansion/enlargement will not encroach within the setbacks of a Floodplain, Floodway, Critical Area, and/or other Shoreline of the State; and,
  - e. The lot coverage maximum will not exceed the maximum allowed per Title 11; and,
  - f. The remaining provisions of the zone are met as provided within this Title.
- C. If the structure is moved for any reason, for any distance, it must be brought into conform to the regulations for the zone in which it is located.
- D. Value. The value of a nonconforming building or structure shall be determined from the International Conference of Building Officials (ICBO) building permit valuation tables in use on the date the damage occurs. The owner of a damaged building or structure may obtain an independent appraisal from a certified professional appraiser.
- E. Maintenance and alterations.
  - a. Ordinary maintenance and repair of a nonconforming building or structure are allowed.
  - b. Alterations required by law to meet health and safety regulations are allowed.

## SECTION 19

**Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid

for any reason, such decision shall not affect the validity of the other remaining parts which shall remain in full force and effect.

**SECTION 20**

**Effective Date.** A summary thereof of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF DAYTON, WASHINGTON, AT A REGULAR MEETING THIS \_\_\_\_\_ DAY OF**

**\_\_\_\_\_, 2018.**

APPROVED:

\_\_\_\_\_  
Craig George, Mayor

ATTEST:

\_\_\_\_\_  
Trina D. Cole, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Quinn Plant, City Attorney

**ORDINANCE SUMMARY BY TITLE ONLY FOR PUBLICATION PURPOSES  
ORDINANCE AMENDING TITLE 11 OF THE DAYTON MUNICIPAL CODE: ZONING**

**AN ORDINANCE OF THE CITY OF DAYTON, WASHINGTON AMENDING  
TITLE 11 OF THE DAYTON MUNICIPAL CODE.**

The full text of the ordinance amending Title 11: Zoning of the Dayton Municipal Code, adopted the \_\_\_\_ day of \_\_\_\_\_, 2018, is available for examination at the Dayton Planning and Building Office, 114 S. 2<sup>nd</sup> St., Dayton, WA during normal business hours, 8:00 a.m. to 4:30 p.m., Monday - Friday.

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

Published: \_\_\_\_\_  
*The Dayton Chronicle*

7(F)

Columbia County Washington  
Planning and Building Department  
114 South 2<sup>nd</sup> Street, Dayton, Washington 99328  
PHONE 509-382-4676

# PLANNING DEPARTMENT

## STAFF MEMORANDUM

To: Mayor Craig George  
By: Planning Director Megan Bailey  
Subject: Dayton Historic Preservation Commission Appointment  
For: Dayton City Council Meeting, August 8<sup>th</sup>, 2018

**INTRODUCTION:**

The Dayton Historic Preservation Commission may consist of no less than three and no more than seven members. There are currently four members serving on the commission. JJ Dippel has applied to fill an open seat on the commission. Historic Preservation Commissioners are appointed by the Mayor for a term of three years.

**DISCUSSION:**

JJ Dippel has expressed a desire to be appointed to the Historic Preservation Commission. Dippel formally introduced herself at the July 25<sup>th</sup>, 2018 Historic Preservation Meeting and sent a letter of interest to the Mayor following that meeting.

**RECOMMENDED ACTION:**

It is requested that the Mayor appoint JJ Dippel to the Dayton Historic Preservation Commission with a three-year term to expire September, 2021.

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Meagan Bailey  
Planning Director