



DAYTON CITY COUNCIL
111 S. 1st Street, Dayton, WA 99328

PRELIMINARY AGENDA
REGULAR MEETING
Wednesday, February 14, 2018
7:00 p.m.
Craig George, Mayor

1. CALL TO ORDER
 - A. Roll Call
2. CONSENT AGENDA – Action
 - A. City Council Minutes
 - i. January 10, 2018
 - B. Approval of Voucher Warrants as audited by the Finance Committee:
 - C. Approval of Payroll Warrants:
 - D. Authorize Resolution No. 1333, Cancelling Certain Outstanding Claims and Payroll Warrants
3. SPECIAL GUESTS AND PUBLIC COMMENT
 - A. Public Hearing – Public input on surplus City property
 - i. ACTION: Authorize Resolution No. 1334, Declaring Certain Personal City Property Surplus; Authorizing and Directing The Disposal Of Surplus Property; and Providing an Effective Date
4. COMMITTEE/BOARD/COMMISSION REPORTS
5. REPORTS OF CITY OFFICERS
 - A. Land Use Update: Skiffington Short Plat – Meagan Bailey
 - B. Utility Financial Health Update – Trina Cole
 - C. Touchet River Sediment Issue – Mayor George/Trina Cole
 - D. Recognize Donors towards Dayton Swimming Pool Services:
 - i. Broughton Land Company - \$500
 - ii. Carol and Andy Anderson - \$35 in memory of Bettie Ann Gritman - Mayor George
 - E. Acknowledge award of AWC RMSA Safety Grant totaling \$4,500 for the purchase of a new ADA-Compliant Lift Chair for access to the Dayton Swimming Pool – Trina Cole
 - F. FEMA Project Update – Trina Cole
6. UNFINISHED BUSINESS
7. NEW BUSINESS
 - A. ACTION: Authorize Memorandum of Understanding with Columbia County to provide Prosecuting Attorney Services
 - B. ACTION: Authorize Ordinance 1926, Amending Certain Sections of Chapter 5-2 of the Dayton Municipal Code (DMC) – International Codes; Amending Certain Sections of Ordinance Nos. 400, 1409 And 1840; and, Repealing Ordinance Nos. 1618 And 1541 in their Entirety – Meagan Bailey, Columbia Co. Planning Director
 - C. ACTION: Authorize an Engineering Services Task Order for the Street And Utility Plan with a GIS Mapping Component with Anderson Perry & Associates, Inc. not to exceed \$95,000 – Mayor George
 - D. ACTION: Authorize PPL Incentive Program to replace all Pacific Power-owned fluorescent street light lamps with LED street light lamps
8. FINAL PUBLIC COMMENT
9. ADJOURN

Next Regular Meeting is March 14, 2018 at 7:00 p.m. at Dayton City Hall 111 S. 1st Street, Dayton, WA 99328.

RESOLUTION NO. 1333

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON CANCELLING CERTAIN OUTSTANDING CLAIMS AND PAYROLL WARRANTS

WHEREAS, the City of Dayton has issued certain warrants to pay demands brought upon the City for the provision of goods or services;

WHEREAS, there are a certain number of these warrants that have not been redeemed; and,

WHEREAS, it would be in the best interest of the City to cancel these outstanding warrants and re-issue those where necessary; and

WHEREAS, Washington State law requires that the City review their records each year to determine whether they hold any property that has been unclaimed for a set period of time;

WHEREAS, the City is required to notify and deliver the unclaimed property to the State annually (63.29 RCW).

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

Section 1. The City Clerk-Treasurer, or designee, is hereby authorized to void all outstanding Claims Warrants as described in Attachment "A" and all Payroll Warrants as described in Attachment "B".

Section 2. The City Clerk-Treasurer, or designee, is hereby authorized to determine which vendors and or payees will be re-issued payment for services and re-issue a Claims Warrant accordingly.

Section 3. The City Clerk-Treasurer, or designee, shall report and deliver any unclaimed property to the Washington State Department of Revenue as prescribed by 63.29 RCW not later than November 1, 2018.

PASSED by the City Council of the City of Dayton, Washington on this ____day of, _____, 2018.

City of Dayton

By: Craig George, Mayor

Attest:

Trina Cole, City Clerk-Treasurer

Approved as to form:

Quinn Plant, City Attorney



Register

Attachment "A"

Resolution No. 1333

02/14/2018

Fiscal: 2017, 2016, 2015

Deposit Period: 2017 - December , 2017 - November , 2017 - October, 2017 - September , 2017 - August, 2017 - July , 2017 - June, 2017 - May, 2017 - April, 2017 - March, 2017 - February, 2017 - January , 2016 - December, 2016 - November, 2016 - October, 2016 - September, 2016 - August, 2016 - July, 2016 - June, 2016 - May, 2016 - April , 2016 - March, 2016 - February, 2016 - January, 2015 - December, 2015 - November, 2015 - October, 2015 - September, 2015 - August, 2015 - July, 2015 - June, 2015 - May, 2015 - April, 2015 - March, 2015 - February, 2015 - January, 2015 - Post Conversion, 2015 - Conversion

Check Period: 2017 - December - December 31, 2017, 2017 - December - December 18, 2017, 2017 - December - December 4, 2017, 2017 - November - November 30, 2017, 2017 - November - November 27, 2017, 2017 - November - November 13, 2017, 2017 - October - October 31, 2017, 2017 - October - October 23, 2017, 2017 - October - October 9, 2017, 2017 - September - September 30, 2017, 2017 - September - September 25, 2017, 2017 - September - September 11, 2017, 2017 - August - August 31, 2017, 2017 - August - August 28, 2017, 2017 - August - August 14, 2017, 2017 - July - July 31, 2017, 2017 - July - July 24, 2017, 2017 - July - July 10, 2017, 2017 - June - June 30, 2017, 2017 - June - June 26, 2017, 2017 - June - June 12, 2017, 2017 - May - May 31, 2017, 2017 - May - May 22, 2017, 2017 - May - May 8, 2017, 2017 - April - April 30, 2017, 2017 - April - April 24, 2017, 2017 - April - April 10, 2017, 2017 - March - March 31, 2017, 2017 - March - March 27, 2017, 2017 - March - March 13, 2017, 2017 - February - February 28, 2017, 2017 - February - February 27, 2017, 2017 - February - February 13, 2017, 2017 - January - January 23, 2017, 2017 - January - January 9, 2017, 2016 - December - December, 2016 - November - November, 2016 - October - October, 2016 - September - September, 2016 - August - August, 2016 - July - July, 2016 - June - June, 2016 - May - May, 2016 - April - April, 2016 - March - March , 2016 - February - February , 2016 - January - January 21, 2016, 2016 - January - January, 2015 - December - Corrections 2015, 2015 - December - January 2016 - Open Period, 2015 - December - December 23, 2015, 2015 - December - December , 2015 - November - November 23, 2015, 2015 - November - November , 2015 - October - October 31, 2015, 2015 - October - October 27, 2015, 2015 - October - October , 2015 - September - Bank Reconciliation, 2015 - September - September , 2015 - August - August 2015 Bank Reconciliation, 2015 - August - August , 2015 - July - July Bank Reconciliation, 2015 - July - July 16, 2015 - July - July , 2015 - June - June Bank Reconciliation, 2015 - June - June , 2015 - May - 05/30/2015 - Bank Recon., 2015 - May - 05/21/2015, 2015 - May - 05/12/2015, 2015 - May - May - 1, 2015 - April - April 30, 2015, 2015 - April - April 23, 2015, 2015 - April - April , 2015 - March - March 1 - 31, 2015, 2015 - March - March, 2015 - Post Conversion - Post Conversion, 2015 - Conversion - New Council Date, 2015 - Conversion - Conversion Date

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	5990067340			
Check				
<u>40961</u>	Verizon Wireless	4/13/2015		\$161.92
<u>41695</u>	Walla Walla Saw, LLC	7/16/2015		\$0.00
<u>41935</u>	Washington State Council of County & City Employees	9/15/2015		\$162.84
<u>42123</u>	Orbitcom	11/2/2015		\$1.46
<u>42170</u>	Cole, Trina D	11/23/2015		\$146.72
<u>42391</u>	Invoice Cloud	1/14/2016		\$75.80
<u>42469</u>	Assoc Of Washington Cities (1)	12/14/2015		\$2,704.60
<u>42474</u>	Invoice Cloud	2/17/2016		\$75.00
<u>42728</u>	QCL, Inc	4/11/2016		\$253.25
<u>42791</u>	Invoice Cloud	5/12/2016		\$29.50
<u>43403</u>	Umpqua Bank	9/20/2016		\$70.00
<u>43404</u>	Verizon Wireless	9/20/2016		\$277.56
<u>43647</u>	State Treasurer	12/12/2016		\$1,571.60
<u>43838</u>	Northwest Administrators	2/13/2017		\$2,170.34
<u>43939</u>	Neofunds BY Neopost	3/15/2017		\$201.48
<u>44159</u>	Menke Jackson Beyer &	5/9/2017		\$2,730.91

Number	Name	Print Date	Clearing Date	Amount
<u>44270</u>	Northwest Administrators	5/31/2017		\$2,267.94
<u>44346</u>	Vision Municipal Solutions	6/15/2017		\$73.05
<u>44587</u>	Quality Control Services	8/14/2017		\$45.00
<u>44598</u>	Utility Services Associates	8/14/2017		\$3,481.00
<u>44801</u>	Bank Of America	10/9/2017		\$911.48
<u>44963</u>	Coleman Oil Company	11/15/2017		\$1,631.97
		Total	Check	\$19,043.42
		Total	5990067340	\$19,043.42
		Grand Total		\$19,043.42

Attachment "B"

Resolution No. 1333

02/14/2018



Register

Fiscal: 2017, 2016, 2015

Deposit Period: 2017 - December , 2017 - November , 2017 - October, 2017 - September , 2017 - August, 2017 - July , 2017 - June, 2017 - May, 2017 - April, 2017 - March, 2017 - February, 2017 - January , 2016 - December, 2016 - November, 2016 - October, 2016 - September, 2016 - August, 2016 - July, 2016 - June, 2016 - May, 2016 - April , 2016 - March, 2016 - February, 2016 - January, 2015 - December, 2015 - November, 2015 - October, 2015 - September, 2015 - August, 2015 - July, 2015 - June, 2015 - May, 2015 - April, 2015 - March, 2015 - February, 2015 - January, 2015 - Post Conversion, 2015 - Conversion

Check Period: 2017 - December - December 31, 2017, 2017 - December - December 18, 2017, 2017 - December - December 4, 2017, 2017 - November - November 30, 2017, 2017 - November - November 27, 2017, 2017 - November - November 13, 2017, 2017 - October - October 31, 2017, 2017 - October - October 23, 2017, 2017 - October - October 9, 2017, 2017 - September - September 30, 2017, 2017 - September - September 25, 2017, 2017 - September - September 11, 2017, 2017 - August - August 31, 2017, 2017 - August - August 28, 2017, 2017 - August - August 14, 2017, 2017 - July - July 31, 2017, 2017 - July - July 24, 2017, 2017 - July - July 10, 2017, 2017 - June - June 30, 2017, 2017 - June - June 26, 2017, 2017 - June - June 12, 2017, 2017 - May - May 31, 2017, 2017 - May - May 22, 2017, 2017 - May - May 8, 2017, 2017 - April - April 30, 2017, 2017 - April - April 24, 2017, 2017 - April - April 10, 2017, 2017 - March - March 31, 2017, 2017 - March - March 27, 2017, 2017 - March - March 13, 2017, 2017 - February - February 28, 2017, 2017 - February - February 27, 2017, 2017 - February - February 13, 2017, 2017 - January - January 23, 2017, 2017 - January - January 9, 2017, 2016 - December - December, 2016 - November - November, 2016 - October - October, 2016 - September - September, 2016 - August - August, 2016 - July - July, 2016 - June - June, 2016 - May - May, 2016 - April - April, 2016 - March - March , 2016 - February - February , 2016 - January - January 21, 2016, 2016 - January - January, 2015 - December - Corrections 2015, 2015 - December - January 2016 - Open Period, 2015 - December - December 23, 2015, 2015 - December - December , 2015 - November - November 23, 2015, 2015 - November - November , 2015 - October - October 31, 2015, 2015 - October - October 27, 2015, 2015 - October - October , 2015 - September - Bank Reconciliation, 2015 - September - September , 2015 - August - August 2015 Bank Reconciliation, 2015 - August - August , 2015 - July - July Bank Reconciliation, 2015 - July - July 16, 2015 - July - July , 2015 - June - June Bank Reconciliation, 2015 - June - June , 2015 - May - 05/30/2015 - Bank Recon., 2015 - May - 05/21/2015, 2015 - May - 05/12/2015, 2015 - May - May - 1, 2015 - April - April 30, 2015, 2015 - April - April 23, 2015, 2015 - April - April , 2015 - March - March 1 - 31, 2015, 2015 - March - March, 2015 - Post Conversion - Post Conversion, 2015 - Conversion - New Council Date, 2015 - Conversion - Conversion Date

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	5990067340			
Check				
<u>41899</u>	Internal Revenue Service - U S Treasury	9/14/2015		\$131.36
<u>41937</u>	WSCCCE	9/22/2015		\$321.68
<u>42292</u>	Dept of Labor & Industries	12/15/2015		\$1,377.65
<u>42695</u>	WA State Employment Security	4/11/2016		\$51.11
<u>42765</u>	WA State Employment Security	4/11/2016		\$50.92
<u>42849</u>	WA State Employment Security	5/12/2016		\$53.49
<u>42898</u>	WA State Employment Security	5/9/2016		\$63.39
<u>43002</u>	WA State Employment Security	6/13/2016		\$59.20
<u>43060</u>	WA State Employment Security	6/30/2016		\$67.80
		Total	Check	\$2,176.60
		Total	5990067340	\$2,176.60
		Grand Total		\$2,176.60

AI No. 3(A)

CITY OF DAYTON, WASHINGTON

**NOTICE OF PUBLIC HEARING
TO SURPLUS CITY PROPERTY**

NOTICE IS HEREBY GIVEN that a public hearing will be held on **February 14, 2018** at a regular meeting of the City Council of the City of Dayton *to consider surplusizing the following personal property:*

1968 Ford 700 Dump Truck

Mikasa Sangyo Tamping Rammer, Model No. MTR55

Mikasa Sangyo Tamping Rammer, Model No. 80

Mikasa Sangyo Vibrating Plate Compactor, Model No. MVC-90A

Said public hearing shall be held at Dayton City Hall, **111 S. 1st Street, Dayton, WA**, at **7:00 p.m.** or as soon thereafter as the hearing may be held.

Information pertaining to the proposed surplus of city-owned property is available and may be obtained by contacting Jim Costello, Public Works Director, at (509) 382-4571 or by emailing jcostello@daytonwa.com.

Written testimony to be considered at the public hearing may be submitted to the City of Dayton, 111 S. 1st Street, Dayton, WA 99328 or by email to tcole@daytonwa.com. Written testimony must be received not later than 4:00 p.m. on Monday, February 12, 2018.

Dated this 29th day of January, 2018

Dayton City Council

By: Trina Cole, City Clerk-Treasurer

Published: Dayton Chronicle – February 1 & 8, 2018

RESOLUTION NO. 1334

**A RESOLUTION OF THE CITY OF DAYTON, WASHINGTON, DECLARING
CERTAIN PERSONAL PROPERTY SURPLUS; AUTHORIZING AND
DIRECTING THE DISPOSAL OF SURPLUS PROPERTY; AND PROVIDING
AN EFFECTIVE DATE**

WHEREAS, the City of Dayton ("City") has acquired certain personal property for the purpose of carrying out services in the public interest; and

WHEREAS, certain items of personal property of the City are no longer useable and are surplus to the City's needs as described in Attachment "A"; and

WHEREAS, a the City Council held a public hearing on February 14, 2018 to receive public testimony on the surplus and disposal of said personal property; and

WHEREAS, the City Council desires to declare the personal property surplus; and

WHEREAS, the City wants to dispose of the surplus as prescribed by Resolution No. 1266 adopted June 8, 2015.

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

Section 1. Equipment Surplus. The City Council finds that the City no longer has a use for the personal property hereby described in Attachment "A" and declares it surplus.

Section 2. Method of Disposal of Surplus Property. As prescribed by Resolution No. 1266, adopted June 8, 2015, Section 1 (D)(c)- Sealed Bids or Section 1 (D)(d) - Selling for Scrap, the Public Works Director or designee shall dispose of the personal property as described in Attachment "A".

Section 3. Effective Date. This Resolution shall be effective and in full force immediately upon passage.

ADOPTED by the City Council of the City of Dayton, Washington on this _____ day of _____, 2018.

Craig George, Mayor

Attested:

Trina Cole, City Clerk-Treasurer

2018 SURPLUS

1968 Ford 700 Dump Truck
5 yard dump box
363 V-8 gasoline motor
4 speed transmission, 2 speed rear axle
58,486 miles odometer reading
Vin #F70EUD02293
Minimum Bid \$1,750.00

Mikasa Sangyo
Tamping Rammer
Model #MTR 55
Vibration 550
Engine 2.2 PS
#G4334
Minimum Bid \$100.00

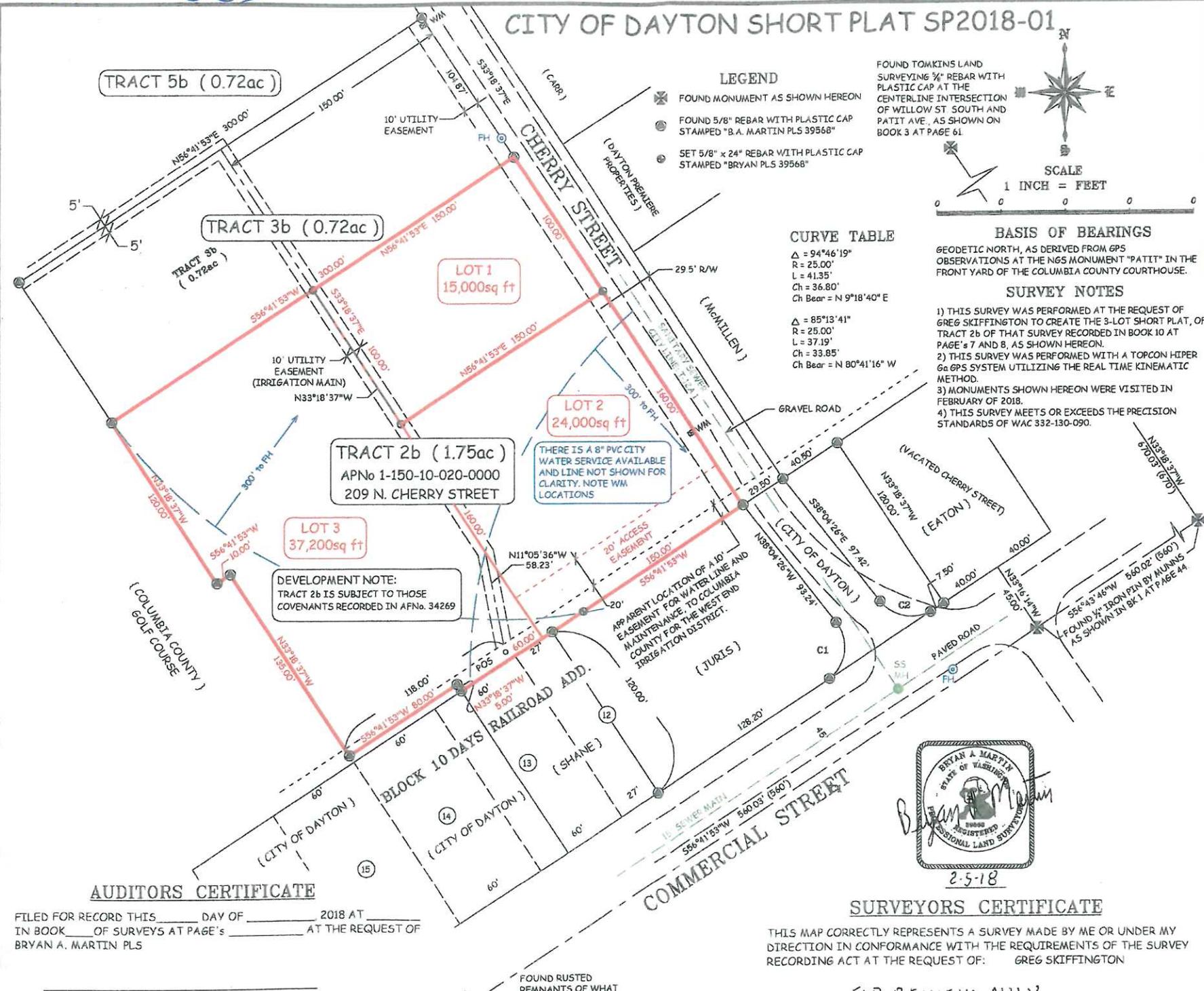
Mikasa Sangyo
Tamping Rammer
Model #80
Vibration 500
Engine 3 PS
#E4364
Minimum Bid \$100.00

Mikasa Sangyo
Vibrating Plate Compactor
MVC-90A
Plate 19 ½" X 22"
5800 RPM
Wisconsin motor
Motor bad, needs work
Minimum Bid \$20.00

All of the above stated surplus property is disposed of "as is" with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability of the property offered.

AI NO. 5(A)

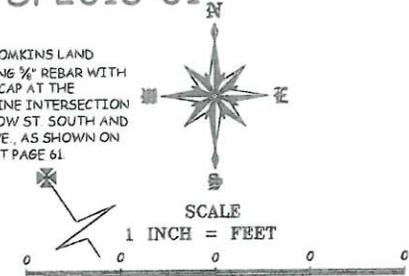
CITY OF DAYTON SHORT PLAT SP2018-01



LEGEND

- FOUND MONUMENT AS SHOWN HEREON
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "B.A. MARTIN PLS 39568"
- SET 5/8" x 24" REBAR WITH PLASTIC CAP STAMPED "BRYAN PLS 39568"

FOUND TOMKINS LAND SURVEYING 3/4" REBAR WITH PLASTIC CAP AT THE CENTERLINE INTERSECTION OF WILLOW ST SOUTH AND PATIT AV. AS SHOWN ON BOOK 3 AT PAGE 61



BASIS OF BEARINGS

GEODETIC NORTH, AS DERIVED FROM GPS OBSERVATIONS AT THE NGS MONUMENT "PATIT" IN THE FRONT YARD OF THE COLUMBIA COUNTY COURTHOUSE.

SURVEY NOTES

- 1) THIS SURVEY WAS PERFORMED AT THE REQUEST OF GREG SKIFFINGTON TO CREATE THE 3-LOT SHORT PLAT, OF TRACT 2b OF THAT SURVEY RECORDED IN BOOK 10 AT PAGE'S 7 AND 8, AS SHOWN HEREON.
- 2) THIS SURVEY WAS PERFORMED WITH A TOPCON HIPER 6s GPS SYSTEM UTILIZING THE REAL TIME KINEMATIC METHOD.
- 3) MONUMENTS SHOWN HEREON WERE VISITED IN FEBRUARY OF 2018.
- 4) THIS SURVEY MEETS OR EXCEEDS THE PRECISION STANDARDS OF WAC 332-130-090.

CURVE TABLE

$\Delta = 94^{\circ}46'19"$
 $R = 25.00'$
 $L = 41.35'$
 $Ch = 36.80'$
 $Ch\ Bear = N 9^{\circ}18'40" E$

$\Delta = 85^{\circ}13'41"$
 $R = 25.00'$
 $L = 37.19'$
 $Ch = 33.85'$
 $Ch\ Bear = N 80^{\circ}41'16" W$

TRACT 2b (1.75ac)
 APNo 1-150-10-020-0000
 209 N. CHERRY STREET

THERE IS A 8" PVC CITY WATER SERVICE AVAILABLE AND LINE NOT SHOWN FOR CLARITY. NOTE WM LOCATIONS

DEVELOPMENT NOTE:
 TRACT 2b IS SUBJECT TO THOSE COVENANTS RECORDED IN APNo. 34269

AUDITORS CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 2018 AT _____
 IN BOOK _____ OF SURVEYS AT PAGE'S _____ AT THE REQUEST OF
 BRYAN A. MARTIN PLS

COUNTY AUDITOR

SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF: GREG SKIFFINGTON

FOR REVIEW ONLY
 BRYAN A. MARTIN PLS 39568



SKIFFINGTON SHORT PLAT

CLIENT NAME
 ADDRESS
 THIS SURVEY IS LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 39 EAST, W.M., COLUMBIA COUNTY, WASHINGTON.

BRYAN LAND SURVEYING

PROPERTY GPS/GIS MAPPING
 321 WEST MAIN STREET
 DAYTON, WASHINGTON 99328
 PHONE (509) 629-2300

FILE No.:	D-07-18
DATE:	FEBRUARY 2018
DRAWN BY:	B.A.M.
SCALE:	1" = 40'
DISTRICT:	B.A.M.
DRAWING NAME:	SKIFFINGTON_SP

**MEMORANDUM OF AGREEMENT
BETWEEN COLUMBIA COUNTY AND THE CITY OF DAYTON
CONCERNING PROSECUTION SERVICES**

This memorandum of agreement is made and entered into by and between the City of Dayton, a Washington municipal corporation (the "City") and Columbia County, a political subdivision organized under the laws of the State of Washington (the "County").

WHEREAS, in January 2007 the City and County entered into an Interlocal Agreement between Columbia County and City of Dayton Regarding Court Services (hereinafter "Interlocal Agreement"), and;

WHEREAS, under the Interlocal Agreement, the County agreed to provide court services to the City for the prosecution, defense and adjudication of non-juvenile infractions, misdemeanor and gross misdemeanor offenses committed within the City's jurisdictional boundaries, and;

WHEREAS, by letter dated August 31, 2016, County Prosecuting Attorney Rea Culwell notified the City that, effective September 6, 2016, "the Columbia County Prosecuting Attorney's Office will no longer prosecute non-domestic violence, non-DUI/physical control matters on behalf of the City of Dayton"; and

WHEREAS, on September 13, 2016, the City initiated a lawsuit in Columbia County Superior Court and named the County and County Prosecuting Attorney Rea Culwell as defendants. The City requested a declaratory ruling and injunctive relief; and

WHEREAS, the City and the County subsequently negotiated a settlement agreement providing in relevant part that: (1) the City would contract with a private attorney for municipal prosecution services starting December 1, 2016; (2) the City would continue to pay the County the full amount under the Interlocal Agreement; (3) the City and County would negotiate in good faith an amendment to the Interlocal Agreement so as to exclude municipal prosecution services; and (4) until such amendment was adopted, the County would reimburse the City each months for sums expended by the City for private municipal prosecution services in an amount not to exceed \$2,000.00 per month; and

WHEREAS, the City and County both approved and executed the above-described settlement agreement in November 2016 and December 2016, respectively; and

WHEREAS, the City has since December 1, 2016, contracted with third parties for municipal prosecution services, with the current contract expiring on January 31, 2018; and

WHEREAS, the City and County have negotiated for the County to resume providing municipal prosecution services on behalf of the City; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the County agree as follows:

1. Effective February 1, 2018, the County shall resume providing municipal prosecution services on behalf of the City. Such services shall comply in all regards with the Interlocal Agreement, a true and correct copy of which is attached as Exhibit A, which shall be binding on all parties.
2. The County's provision of the municipal prosecution services in accordance with the Interlocal Agreement shall be managed and directed by Deputy Prosecuting Attorney C. Dale Slack.
3. Effective February 1, 2018, no further payments shall be required of the County under the terms of the settlement agreement.
4. The parties shall continue good faith efforts to negotiate an amended Interlocal Agreement.
5. This memorandum of understanding is an agreed amendment to the settlement agreement of 2016; all other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this __ day of _____, 2018.

CITY OF DAYTON

Craig George, Mayor

Date: _____

COLUMBIA COUNTY

, Commissioner

Date: _____

Cole 2/7/18
CITY CLERK / TREASURER

**CITY OF DAYTON INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY AND
CITY OF DAYTON REGARDING COURT SERVICES**

CONTINUATION OF SERVICES

Then City of Dayton and the County of Columbia entered into an interlocal agreement on the 12th day of February, 2007, effective January 1, 2007, for the provision of municipal court services. Said agreement, by this written acknowledgement, shall continue to be in full force and effect. The parties shall be controlled by the terms and conditions of said agreement until the agreement is terminated pursuant to its terms.

As described in the interlocal agreement, the parties have discussed and agreed upon the terms of compensation for the 2013 year:

The City shall pay to the County \$103,513 for court services for the year 2013. Payments shall be paid in twelve (12) monthly installments as prescribed in Attachment "A".

This being the agreement of the parties and the interlocal agreement for the provision of court services having been signed on the 12th day of February, 2007 being incorporated herein by this reference,

IN WITNESS WHEREOF, the County and City caused this agreement to be executed as authorized by resolution this 3RD day of DECEMBER, 2012.

COLUMBIA COUNTY

Richard W. Jones

Richard W. Jones
Columbia County Commissioner

Dwight Robanske

Dwight Robanske
Columbia County Commissioner

Charles G. Reeves

Charles G. Reeves
Columbia County Commissioner

CITY OF DAYTON

Craig George

Craig George, Mayor

Reviewed as to Form

Gregory L. Lutcher

Gregory L. Lutcher
Dayton City Attorney

Attest:

Trina Cole

Trina Cole
City Clerk/Treasurer

**INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY AND
CITY OF DAYTON REGARDING COURT SERVICES**

THIS AGREEMENT ("Agreement") is made this 1st day of January 2007, by and between the City of Dayton, Washington, a municipal corporation of the State of Washington, herein referred to as "City" and Columbia County, a Washington County organized under the laws of the state of Washington, herein referred to as "County".

1. Purpose. The City desires to contract with the County by this Interlocal Agreement for the provision of court services for non-juvenile infraction, misdemeanor and gross misdemeanor offenses committed within the City of Dayton.
2. Authority. This agreement is based upon the authority RCW 39.34.180 and RCW 3.50.805.
3. Term. This agreement shall become effective January 1, 2007 and shall remain in effect for an initial term ending on December 31, 2010. This Agreement shall be automatically extended unless terminated in the manner described below. The parties do not intend that this agreement be construed as a repeal of that portion of the Dayton Municipal Code that defines crimes, and the County shall prosecute offenses defined as crimes by the Dayton Municipal Code, or State law as further described herein.
4. Termination.
 - A. The City may terminate this agreement by giving written notice to the County Commissioners of its intent to terminate not less than one year prior to February 1st of the year in which district court judges are subject to election.
 - B. The County may terminate this agreement by giving written notice to the City Council no less than one year prior to the proposed termination date.
 - C. In the event of termination, the newly created Dayton Municipal Court will exert original, exclusive jurisdiction over all non-juvenile infraction, misdemeanor and gross misdemeanor offenses committed within the City of Dayton. These offenses include those cases open and/or pending in Columbia County District Court at the time the new municipal court becomes operational as well as those offenses occurring after the date the new municipal court becomes operational.
 - D. In the event of termination, the parties agree to negotiate an equitable allocation, between the parties, of reasonable costs for the transfer of open and/or pending cases from Columbia County District Court to a newly created Dayton Municipal Court. If the parties are unable to reach agreement regarding the equitable allocation, between the parties, of reasonable court costs, then the parties shall be deemed to have entered into an agreement to submit such issues to arbitration under Chapter 7.04 of the Revised Code of

TRUE AND CERTIFIED COPY
[Signature]
CITY CLERK / TREASURER
CITY OF DAYTON

Washington. Pending conclusion of any such arbitration proceeding, the terms of this agreement, as last modified, shall remain in effect.

5. Property.
 - A. Upon termination of the Dayton Municipal Court, the City shall be the sole owner of any property currently owned by the Dayton Municipal Court.
 - B. This agreement does not provide for nor contemplate the joint acquisition, holding, or disposal of real or personal property. There shall be no financing of any joint or cooperative undertaking pursuant to this agreement.
 - C. All real and personal property used in the operation of the Columbia County District Court shall be acquired, held, and disposed of in the name of and at the sole discretion of the County.
 - D. The cost of all real and personal property shall be the sole responsibility of the County. The County shall own any said property or interests therein.
 - E. Upon termination of this agreement, all property of the Columbia District Court shall remain the property of the County and the County may dispose of said property in its sole discretion.

6. Consideration and Covenants. It is mutually agreed as follows:
 - A. The County shall:
 1. Provide court services to City for the prosecution, defense and adjudication of non-juvenile infraction, misdemeanor and gross misdemeanor offenses committed within the City of Dayton.
 2. The County agrees to notify the City as soon as possible if the County believes that a municipal code may be unconstitutional or otherwise illegal or invalid.
 3. Court services include but are not limited to:
 - a. Judicial (Judge, support staff, equipment, courtroom/office, and supplies)
 - b. Prosecutorial (attorney, support staff, equipment, office, and supplies)
The parties acknowledge that prosecutorial discretion over offenses affected by this agreement rests solely in the Columbia County Prosecuting Attorney. The County, through the Columbia County Prosecuting Attorney, agrees to not prosecute in an arbitrary or capricious manner.
 - c. Indigent defense as required by law.
 4. Organization and Administration of the Columbia County District Court
 - a. The parties recognize that the Columbia County District Court is required to be organized in accordance with Title 3 of the Revised Code of Washington and any other applicable laws.
 - b. The parties recognize that the Columbia County District Court is required to be administered by the judge or judges thereof, pursuant to statute, GR 29, and the Code of Judicial Conduct.
 5. Budgeting:
 - a. The Columbia County Commissioners in the manner provided by law shall establish the budget for the court services.

- b. The expenses of court services shall not include the cost of any capital improvements.
- c. Information Gathering:
 - i. Between June 1 and June 30 of each year, the County shall require that the Columbia County District Court prepare information regarding the Categories, Types, and Number of cases filed in the Columbia County District Court for the preceding 36 month period (commencing on June 1 and ending on May 31) using the District and Municipal Court Information System (DISCIS) or such other method which may be agreed upon by the parties.
 - ii. Categories: Cases shall be separated into two categories: (a) cases in which the City is a party, and (b) cases in which either the State of Washington or the County is a party. Any case in which both the City and either the State of Washington or the County is a party shall be considered a case in both category (a) and category (b). Any case in which neither the City, the State of Washington, or the County is a party shall be considered a case in category (b).
 - iii. Types: Cases shall be classified by the following types: (a) traffic infractions, (b) non-traffic infractions, (c) criminal traffic, (d) non-traffic criminal and (e) civil.
 - iv. Number: The County shall require that the information prepared by the Columbia County District Court identify the number of each type of case filed for each category.
 - v. Disbursal of Information: The County shall require that the Columbia County District Court provide the Information Gathered above to the parties no later than July 1 of each year.
- d. Preliminary Budget: No later than September 1 of each year, the Columbia County Commissioners shall prepare and provide to the City a proposed budget for the succeeding calendar year.
- e. The parties shall review the proposed budget between September 1 and September 30.
- f. Court Revenue
 - i. The County shall require all costs, fees, fines, forfeitures and penalties, and any interest thereon, assessed and collected in whole or in part by the Columbia County District Court be remitted by the Clerk of the district court to the Columbia County Treasurer at least monthly, together with a financial statement as required by the state auditor, noting the information necessary for crediting of such funds as required by law.
 - ii. The County, through the Clerk of the District Court, shall separately identify all costs, fines, forfeitures and penalties, and any interest thereon, assessed and collected, in whole or in part, because of non-juvenile infraction, misdemeanor and gross misdemeanor offenses committed within the City of Dayton.
 - iii. The County, through the Columbia County Treasurer, shall remit such amount of court revenues to the state treasurer, as required by

law, and in the manner provided by law, on behalf of both the City of Dayton and the County of Columbia.

- iv. The County shall pay to the City monthly, or at such time and in such manner as may be mutually agreed upon between the parties, all costs, fines, forfeitures and penalties, and any interest thereon, assessed and collected, in whole or in part, because of non-juvenile infraction, misdemeanor and gross misdemeanor offenses committed within the City of Dayton, less such amount remitted to the state treasurer as required by law, together with an accounting of revenues received by the Columbia County District Court and amounts remitted to the state treasurer.

B. The City shall:

1. Compensation

- a. The City shall compensate County a reasonable amount for the costs associated with the performance of court services.
- b. 2007: The City shall pay to the County \$71,000.00 for court services for the year 2007. Payments shall be made in 12 monthly installments of \$5,916.66 per month.
- c. Remaining Term:
 - i. Using the information gathered by the Columbia County District Court and the preliminary budget proposed by the County as described above, the parties shall review the information and agree upon the City's equitable proportion of the reasonable and necessary court costs for each succeeding calendar year.
 - ii. The City's contribution to the Columbia County District Court shall not increase more than 10% per year unless such increase is directly related to Municipal Court.
 - iii. If the parties are unable to reach agreement regarding the City's equitable proportion of the reasonable and necessary court costs by September 30 then the parties shall be deemed to have entered into an agreement to submit such issues to arbitration under Chapter 7.04 of the Revised Code of Washington.
 - iv. Pending conclusion of any such arbitration proceeding, the terms of this agreement, as last modified, shall remain in effect.
- d. The City shall have no obligation to pay any amount to the County except as provided in paragraphs (b) and (c) above.
- e. The City shall not be charged any additional filing fees.

7. Insurance

- A. Both parties agree to maintain general liability and employer's liability coverage for bodily injury, personal injury and property damage. The County's insurance under this provision shall be no less than one million dollars (\$1,000,000.00) per occurrence. The City's insurance shall be no less than five hundred thousand dollars (\$500,000.00) per occurrence. The general aggregate limit shall be no less than two million dollars

(\$2,000,000.00) for the County and no less than one million dollars
(\$1,000,000.00) for the City.

The parties shall maintain employers liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per incident for bodily injury.

- B. The parties agree to comply with all State of Washington workers compensation statutes and regulations.

8. Indemnification and Liability

- A. The City shall defend, indemnify and hold harmless the County, its officials, officers, employees and agents against any and all claims, actions, suits, liability, loss, expenses, damages and judgments, of any kind whatsoever, including reasonable costs and attorneys fees in defense thereof, arising out of the validity or invalidity of the City's ordinances, including but not limited to constitutional challenges. The County shall defend, indemnify and hold harmless the City, its officials, officers, employees and agents against any and all claims, actions, suits, liability, loss, expenses, damages and judgments, of any kind whatsoever, including reasonable costs and attorneys fees in defense thereof, arising out of the validity or invalidity of the County's ordinances, including but not limited to constitutional challenges.
- B. The County shall defend, indemnify and hold harmless the City, its officials, officers, employees and agents against any and all claims, actions, suits, liability, loss, expenses, damages and judgments, of any kind whatsoever, including reasonable costs and attorneys fees in defense thereof, arising out of the handling of revenues by the Columbia County District Court pursuant to this Agreement.
- C. With the exception of causes arising under circumstances described above in paragraph A, the County, for itself and its officers, officials, agents, employees, shall defend, indemnify, and hold the City, its successors, assigns, officers, employees and elected officials harmless from and against any and all claims actions, suits, liability, loss, expenses, damages and judgments, of any kind whatsoever, including reasonable costs and attorneys fees in defense thereof, for: (i) damage to or loss of the property of any person (including, but not limited to the County, its agents, officers, employees and subcontractors and the City, its agents, officers and employees, and third parties; and/or (ii) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the County, the County's subcontractors, the City, and third parties), arising out of, incident to, concerning, or resulting solely from the negligence, willful misconduct or strict liability of the County, its officials, officers, agents, and employees, in the performance of all activities and services pursuant to this Agreement, no matter how, or to whom, such loss may occur. Provided that, the County's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising solely from the negligence of the City, its officers, officials, employees or agents. Should both parties be found at fault

and/or negligent, the parties agree to be responsible for their share of damages, expenses, costs and judgment in proportion to their respective fault.

9. General Conditions:

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties and all parties acknowledge that there are no other agreements, written or oral that have not been fully set forth in the text of this Agreement. If any part of this Agreement is proved to be invalid, the rest of the Agreement shall remain binding.
- B. Assignability: No party shall assign nor transfer any interest in this Agreement (by assignment or novation) without prior written consent of the other parties, which consent shall not be unreasonably withheld.
- C. Amendments: The parties hereby further agree that this Agreement cannot be modified, or extended without the written concurrence of all parties, formally adopted and approved by their appropriate officials.
- D. Notices: Any notices required to be given by the parties shall be in writing and delivered to the parties at the following addresses:

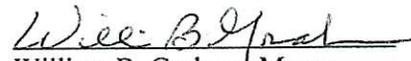
<u>Columbia County Commissioners</u>	<u>City of Dayton</u>
<u>341 E. Main</u>	<u>111 S 1st St</u>
<u>Dayton WA 99328</u>	<u>Dayton WA 99328</u>
- E. Disputes: The laws of Washington State shall govern this Agreement. Venue for any action under this Agreement shall be in Columbia County, Washington. In the event of any dispute or litigation involving this Agreement, the substantially prevailing party shall be entitled to recover all costs of suit, including reasonable attorney's fees.
- F. Waiver: The failure of any party to insist upon strict performance of any of the covenants or conditions of this Agreement in any one or more instances shall not be construed as a waiver of relinquishment for the future of any such covenants or conditions, but the same shall be and remain in full force and effect.

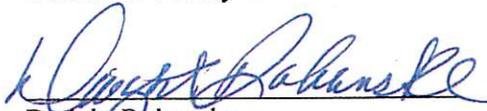
IN WITNESS WHEREOF, the County and City caused this agreement to be executed as authorized by resolution this 12TH day of FEB, 2007.

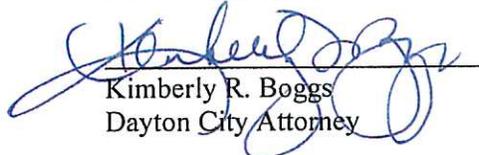
COLUMBIA COUNTY

CITY OF DAYTON

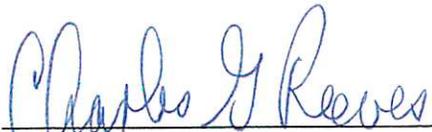

Richard W. Jones, ~~Chairperson~~
Columbia County Commissioner


William B. Graham, Mayor


Dwight Robanske
Columbia County Commissioner

Reviewed as to Form

Kimberly R. Boggs
Dayton City Attorney

(signatures continued on following page)



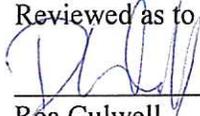
Charles G. Reeves
Commissioner

Attest:



Trina D. Cole Columbia County
City of Dayton Clerk/Treasurer

Reviewed as to form:



Rea Culwell
Columbia County Prosecutor

Columbia County
Department of Planning and Building

Staff Report
Ordinance 1926
Administrative Text Changes to Title 5: Buildings

To: Dayton, Washington City Council
For: Adoption by Ordinance
By: Department of Planning and Building
Date: February 14th, 2018

SEPA Determination: Determination of Nonsignificance per WAC 197-11-340(2)
Public hearing: January 16th, 2018

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**Proposal:** Columbia County Planning and Building has provided building services for the City of Dayton for many years. As Planning Services were recently consolidated, means to update and review applicable Dayton Municipal Codes has become a streamlined process. With such, Title 5: Buildings of the DMC is outdated, referencing incorrect code books, illustrating processes that are not in place, and describes a committee that has been dissolved. With that said, the proposed amendments to Title 5 of the DMC are brought the Dayton City Council for review and adoption.

**Analysis:** Columbia County Planning and Building uses Title 5 to process building permit applications. Given that, the accuracy of and compliance to this title is legally necessary. After review of the current title, it has been determined that these changes as illustrated within the draft ordinance would be best implemented as they would confirm completeness, accuracy, and to ensure the code is up-to-date and is legal.

**Findings of Fact:**

1. The proposal and recommended changes were made by Planning Director, Meagan Bailey.
2. SEPA Checklist was completed and reviewed by the Lead Agency, and a determination of nonsignificance (DNS) was issued per WAC 197-11-340(2).
3. The DNS was advertised within the paper of record on 12/28/2017. Comment close for the DNS on 01/20/2018.
4. Notice of the DNS was sent to the Department of Ecology on 12/20/2017. No comments received.
5. Notice of the public hearing was advertised within the paper of record on 12/28/2017.
6. Request for expedited review was sent to the Department of Commerce on 12/20/2017, with confirm of receipt of the request on 12/28/2017. Expedited review was granted on 01/04/2018. No comments were received.

7. Per the granted application for expedited review, the City of Dayton is in full compliance with the Washington State Growth Management Act, RCW 36.70A.106.
8. The proposed amendments are within full compliance of all other applicable environmental and developmental regulations.
9. A public hearing was held on 01/16/2018 with the Dayton Planning Commission (see attached meeting minutes). A recommendation was made from the Dayton Planning Commission to the Dayton City Council to adopt the draft ordinance as written.

**Discussion:** Ordinance 1926 is hereby referred to the Dayton City Council for review and adoption as presented within the attached documents. Adoption of ordinance 1926 is recommended by the City of Dayton Planning Commission per the 01/16/2018 public hearing and proceeding meeting.

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Meagan Bailey, Planning Director

**ORDINANCE NUMBER 1926**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AMENDING CERTAIN SECTIONS OF CHAPTER 5-2 OF THE DAYTON MUNICIPAL CODE (DMC) - INTERNATIONAL CODES; AMENDING CERTAIN SECTIONS OF ORDINANCE NOS. 400, 1409 AND 1840; AND, REPEALING ORDINANCE NOS. 1618 AND 1541 IN THEIR ENTIRETY**

**WHEREAS**, THE WASHINGTON STATE BUILDING CODE COUNCIL HAS ADOPTED 2015 EDITIONS OF THE NATIONAL MODEL CODES, INCLUDING THE 2015 INTERNATIONAL BUILDING CODE, 2015 INTERNATIONAL RESIDENTIAL CODE, 2015 INTERNATIONAL MECHANICAL CODE, 2015 INTERNATIONAL FIRE CODE, 2015 UNIFORM PLUMBING CODE, 2015 WASHINGTON STATE ENERGY CODE, 2015 WASHINGTON STATE VENTILATION AND INDOOR AIR QUALITY CODE, AND 2015 INTERNATIONAL PROPERTY MAINTENANCE CODE; AND,

**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 MAKE CERTAIN CODE TEXT CHANGES TO BRING CONSISTANCY OF DEVELOPMENT REGULATIONS WITH THE ADOPTED GOALS, POLICIES, AND OBJECTIVES OF THE CITY OF DAYTON COMPREHENSIVE PLAN; AND,

**WHEREAS**, IT IS FURTHER NECESSARY TO MAKE CERTAIN CODE TEXT CHANGES TO REMOVE OBSOLETE AND INCONSISTENT LAWS WITHIN THE DAYTON MUNICIPAL CODE; 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 JANUARY 16<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. AMENDMENT. Chapter 5-2 DMC, International Codes is hereby amended as follows:**

1) CHAPTER 5-2. - INTERNATIONAL CODES  
5-2.04. - Adopted.

The City hereby adopts the following editions of the following codes as published by the International Conference of Building Code Officials, the International Code Council, the Western Fire Chiefs Association and the International Association of Plumbing and Mechanical Officials, and other entities, together with the Washington State Building Code chapters as codified in the Washington Administrative Code:

- A. International Building Code, 2015 Edition. Including Appendix Chapters A, C, I, J; ]
- B. International Residential Code, 2015 Edition, Including Appendix Chapters G, H, J;
- C. International Mechanical Code, 2015 Edition (includes the 2015 International Fuel Gas Code, 2014 Liquefied Petroleum Gas Code, and 2015 National Fuel Gas Code).
- D. International Fire Code, 2015 Edition. Including Appendix Chapters B, C, D;
- E. International Plumbing Code, 2015 Edition;
- F. Ventilation and Indoor Air Quality Code;
- G. Washington State Energy Code, 2015 Edition;
- H. Washington State Historic Building Code;
- I. International Property Maintenance Code, 2015 Edition;
- J. International Abatement of Dangerous Buildings Code, 1997 Edition;

5-2.08. - Violation-Penalty.

It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure or cause or permit the same to be done in violation of this code. Any violation shall be subject to the penalties as outlined in Title 21: Code Compliance.

5-2.52. - Mobile/manufactured home-Insignia requirements.

All mobile/manufactured homes not established as a permanent residence within the jurisdiction prior to the effective date of this ordinance shall bear the insignia of approval by the State of Washington Department of Labor and Industry.

5-2.56. - Mobile/manufactured home-Violations and penalties.

A person, firm or corporation, violating any of the above provisions shall be deemed to have committed a class 1 civil infraction. For any violation of a continuing nature, each day's violation shall be considered a separate offense, and shall be subject to the penalties as outlined in Title 21: Code Compliance.

**SECTION 2. AMENDMENT. Ordinance No. 400 is hereby amended repealing Section 5.2.36 DMC - Lumber storage prohibited within fire limits in its entirety.**

**SECTION 3. AMENDMENT. Ordinance No. 1409 is hereby amended repealing Section 5.2.40 DMC - Mobile/manufactured home - Siting and opccupance permits in its entirety.**

**SECTION 4. REPEAL. Ordinance No. 1618, that of which created Chapter 5-3 DMC - Building Code Board Of Appeals, is hereby repealed in its entirety.**

**SECTION 5. AMENDMENT. Ordinance No. 1840 is hereby amended as follows:**

**A) Chapter 5-2.56 is hereby repealed in its entirety.**

**B) Chapter 5-3.110 is hereby repealed in its entirety.**

**SECTION 5. REPEAL. Ordinance No. 1541, that of which created Chapter 5-17 DMC - Radon Measuring Devices, is hereby repealed in its entirety.**

**SECTION 6. 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 7. 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.**

City of Dayton

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

Attested By:

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

Approved as to form:  
Menke Jackson Berry, LLP

\_\_\_\_\_  
By: Quinn Plant, City Attorney

ORDINANCE SUMMARY BY TITLE ONLY FOR PUBLICATION PURPOSES  
ORDINANCE NO. 1926

The full text of Ordinance 1926 adopted the \_\_\_\_\_ day of \_\_\_\_\_ 2018 is available for examination at the City Clerk's Office, 111 S. 1st St., Dayton, WA during normal business hours, Monday – Thursday, 8:00 a.m. to 4:00 p.m. Full text of the Ordinance shall be mailed upon request.

By: /s/ Craig George, Mayor

Attest: /s/ Trina Cole, City Clerk-Treasurer

Approved as to form: /s/ Quinn Plant, City Attorney

Published:

Dayton Chronicle, \_\_\_\_\_

## REPORT TO THE CITY COUNCIL

**DATE:** February 7, 2018  
**TO:** City Council Preliminary Agenda Packet for 02/14/2018  
**FROM:** Trina Cole, City Clerk-Treasurer

**RE:** **Agenda Item No. 7 (C)** – Consideration of authorizing an Engineering Services Task Order for the Street and Utility Plan (SUP) with a GIS Mapping Component with Anderson Perry & Associates, Inc. not to exceed \$95,000

**ISSUE:** Shall the City Council authorize the Task Order for Anderson Perry & Associates to prepare a street and utility infrastructure plan?

**BACKGROUND/DISCUSSION:** On February 10, 2015, Dayton’s constituents authorized a .2% transportation benefit district (TBD) tax for the purpose of improving the City’s street infrastructure. The City has actively pursued and been successful in obtaining over \$1.5 million in TIB grant funds to improve N. Front Street, W. Main Street, S. 1<sup>st</sup> Street and various emergency street repairs since its inception. The TBD tax has been instrumental in providing the required matching funds to construct these projects.

Over the course of the last several years, the Mayor and Council have stressed the importance of making sure that our new streets stay intact, i.e. that a new street is not torn up once it’s been newly reconstructed. In addition, specifically Transportation Improvement Board (TIB) requires, as part of their grant funding programs, that the City can say that the infrastructure under the street is in good condition. Although we have a good understanding of the condition of most water main lines (2004 Water Main Project), this is not true of our sewer main lines.

As part of the 2018 Budget, the City Council authorized funding to create a Street and Utility Infrastructure Plan with a GIS mapping component (Attachment “A”). The purpose of this Plan is to provide the City with a clear picture of what utilities are in good shape in conjunction with the condition of the street. This will allow the City to apply for grant funding that is compatible with the existing infrastructure needs and financial capabilities of the City.

It is important to mention that 2018 Budget provided for the actual plan plus \$15,000 for sewer TVing (\$85,000). The proposed Task Order is for not more than \$95,000. This is an increase of \$10,000. The purpose of the increase is: 1) The TVing will be done by a private contractor; and, 2) The lineal feet of sewer main lines that need to be TVed is greater than originally anticipated. The Staff recommends utilizing Fund 402 – Sewer Cumulative Reserve Fund reserves to pay for the increase. The funding is available within Fund 402’s unreserved balances (2018 Budget set this reserve at \$156,570 - Attachment “B”) and falls within the Fund’s purpose.

### **ALTERNATIVES:**

1. Authorize the Engineering Task Order for the Street and Utility Plan with a GIS component.
2. Reject the Task Order.
3. Take no action.

### **RECOMMENDED ACTION:**

**Staff recommends that the Council authorize the Task Order for the Street and Utility Plan as presented.**

Attachment “A” – Pages 40, 41 and 48 of the City of Dayton 2018 Budget  
Attachment “B” – Page 43 of the City of Dayton 2018 Budget

# Attachment "A"

## Capital Improvements Fund cont.

**NARRATIVE:** The Capital Improvements Fund's primary resources include Real Estate Excise Tax (REET) and Transportation Benefit District Sales Tax revenues. This Fund replaced the Current Expense Cumulative Reserve Fund and the Equipment Repair and Replacement Fund. It's limited by RCW and can only be utilized for capital improvements established within the City's Growth Management Comprehensive Plan and street improvement plans. This Fund will provide the following programs for 2018:

- \* Annual loan payment towards the purchase of a new street sweeper (\$16,121).
- \* Levee Deficiency Program (\$15,000).
- \* Installation of the next phase of the automated sprinkler system in Pietryzcki Park (\$15,000).
- \* Blue Mountain Community Foundation Reserve in support of the Dayton Dog Park project (\$1,000)
- \* FEMA Street Repair Project (\$1,034,000)
- \* Complete a portion of the crack seal project.
- \* Installation of stop signs/street signs to meet the Model Traffic regulations (\$7,500)
- \* Utility Infrastructure and Street Improvement Plan (\$15,000)
- \* Potential replacement of Main Street trees.
- \* Interfund loan repayments for W. Main Street/S. 1<sup>st</sup> Street Project and Backhoe (\$18,640)
- \* City Hall Improvements - Interior and Exterior (\$10,000)
- \* Park and Cemetery Equipment Replacement Reserves (\$14,529)

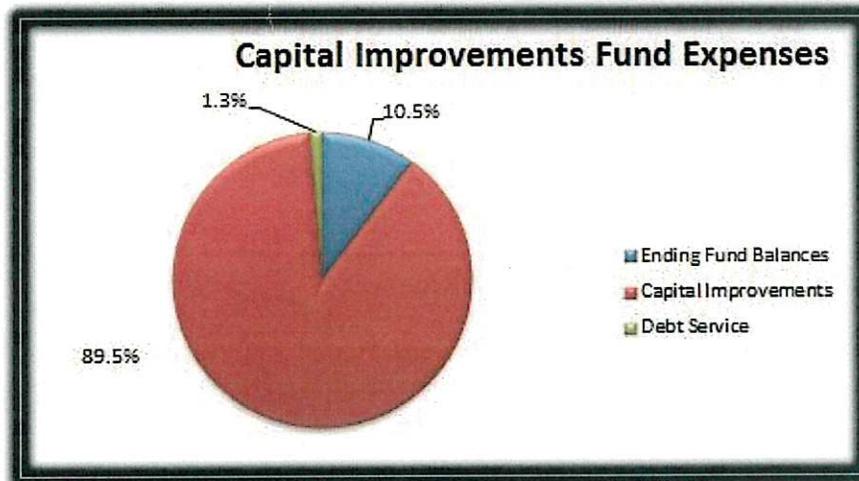


Figure AA

## **CITY OF DAYTON PUBLIC WORKS UTILITY DEPARTMENT**

The Utility Department is a division of Public Works. The Utility Department budget covers administrative costs related to the oversight of departments that provide Water and Sewer to our citizenry.

The Public Works Director and his maintenance crew perform most of the activities funded in the Public Works Department budget. These employees play many roles and serve several varied functions, not only for the public, but for the municipality as well, including:

- Functions primarily as overseer of construction related activity within the city but also has a role in planning, facilities maintenance, environmental health and community development functions as well.
- Makes final determinations on behalf of the City regarding the interpretation and application of model codes.
- Accepts and reviews applications for right-of-way and grade and fill.
- Discusses and explains various code regulations with the City Council as necessary.
- Administers the laws found in the municipal code, works with the Army Corps of Engineers and the Department of Ecology to administer and enforce the Federal Water Pollution Control Act of 1972 and interacts with various other state and private agencies reviewing proposals and plans that occur within the public right-of-way.
- Works to protect the health, safety and welfare of the public.

### **401 SEWER REVENUE FUND 402 SEWER CUMULATIVE RESERVE FUND**

**NARRATIVE:** The Sewer Revenue Fund provides for ongoing maintenance and operation of the City's sewer collection system and Wastewater Treatment Facility. The Sewer Cumulative Reserve Fund serves as a sewer capital improvement fund and the City continues to make wastewater treatment plant capital improvements to meet the needs of the facility and Department of Ecology's permit requirements from this fund.

The Public Works Department is responsible for ensuring that the operation and maintenance of the sewage disposal system is consistent with state law.

The Wastewater Treatment Plant's wastewater permit limit allows for 750,000 gallons per day. The plant is impacted during rainy weather with peak inflow/infiltration (I/I) flows. The sanitary sewer collection system consists of approximately 86,514 lineal feet of collector mains. There are approximately 1329 sewer services.

#### Sewer Revenue Fund and Cumulative Reserve Fund Primary Goals For 2018

- \* *Continue updating the water system's asset inventory.*
- \* *Maintain reserve to assist with the levee improvement program.*
- \* *Create a utility infrastructure plan incorporating GIS components.*
- \* *Replace sewer system related equipment and surplus outdated equipment.*

## 403 WATER REVENUE FUND 404 WATER CUMULATIVE RESERVE FUND

**NARRATIVE:** The primary function of the Water Department is to provide the citizens of Dayton with quality potable water supply, while keeping within the Washington Administrative code (WAC) 245-290 related to the Washington State Department of Health (DOH). The physical facilities of the Department consist of three (3) wells, each with their own filtration system, a 220,000 gallon Standpipe and Water Reservoir with a 2 million gallon storage capacity. The operational portion of the Water Department falls under the auspices of the Public Works Department and administration falls under the City Clerk-Treasurer Department; both departments are operated by the Water Revenue Fund.

The Water Cumulative Reserve Fund serves as a water capital improvement fund. The United States Department of Agriculture (USDA), as part of the debt issuance covenants, required that the City establish a Cumulative Reserve Fund to meet future capital improvement/maintenance needs. This Fund allows for the City to meet these requirements of long-term debt obligations administered by the USDA.

The Water system consists of approximately 131,525 lineal feet of water distribution lines ranging in size from ½ inch to 12 inches in diameter. The Water Department maintains the system distribution lines, service lines and physical facilities. Service is provided to the property line for approximately 1,350 service connections within and outside the corporate city limits. The Department also maintains, replaces and installs new fire hydrants on an as needed basis in conjunction with the Fire Department's needs and good engineering practice. We also have an active Cross-Connection Control Program that protects the public water system from contamination through the elimination of any actual or potential physical connection between the water distribution system and the consumer's water system source of non-potable liquid, solid, or gas that could contaminate the potable water by backflow. Sampling stations are located throughout the distribution system to monitor water quality and chlorine residual.

Additionally, the City is currently in the midst of bargaining unit (union) negotiations. The outcome of the negotiation is undetermined at this time. However, the 2018 Budget accounts for an increase in these expenses.

### Water Revenue Fund and Cumulative Reserve Fund Primary Goals For 2018

- \* Continue updating the water system's asset inventory.
- \* Maintain reserve to assist with the levee improvement program.
- \* Create a utility infrastructure plan incorporating a GIS component
- \* Continuing the water meter replacement program.

***“Water is the most critical resource issue of our lifetime and our children's lifetime. The health of our waters is the principal measure of how we live on the land.”***

**Luna Leopold**

# Attachment "B"

## SEWER REVENUE/CUMULATIVE RESERVE FUNDS EXPENDITURES

| EXPENDITURES                                               | 2018 BUDGET | 2017 BUDGET | 2016 BUDGET | 2015 BUDGET | 2014 BUDGET |
|------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|
| <b>Ending Fund Balances</b>                                |             |             |             |             |             |
| <b>Unreserved Ending Fund Balance - Revenue Fund</b>       | \$ 156,570  | \$ 26,400   | \$ 185,169  | \$ 323,346  | \$ 147,294  |
| <b>Unreserved Ending Fund Balance - Cumulative Reserve</b> | \$ 155,052  | \$ 289,100  | \$ 275,799  | \$ 153,578  | \$ 141,997  |
| <b>Unreserved Ending Fund Balance - Debt Service Fund</b>  | \$ -        | \$ -        | \$ 39,772   | \$ 33,966   | \$ 35,400   |
| <b>Total Ending Fund Balances</b>                          | \$ 311,622  | \$ 315,500  | \$ 500,741  | \$ 510,891  | \$ 324,692  |

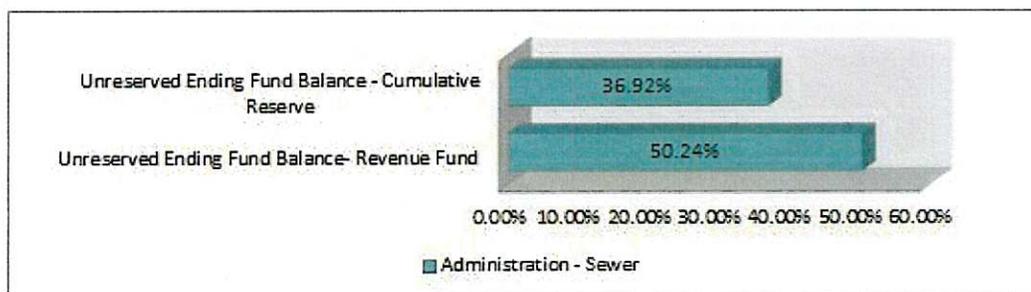


Figure CC

| Operations-General              | 2018 BUDGET | 2017 BUDGET | 2016 BUDGET | 2015 BUDGET | 2014 BUDGET |
|---------------------------------|-------------|-------------|-------------|-------------|-------------|
| <b>Salaries &amp; Wages</b>     | \$ 85,284   | \$ 82,800   | \$ 70,598   | \$ 57,315   | \$ 74,718   |
| <b>Benefits</b>                 | \$ 47,353   | \$ 53,200   | \$ 31,056   | \$ 31,031   | \$ 29,164   |
| <b>Supplies</b>                 | \$ 19,000   | \$ 20,000   | \$ 12,063   | \$ 18,821   | \$ 22,253   |
| <b>Services</b>                 | \$ 34,253   | \$ 33,000   | \$ 22,706   | \$ 21,896   | \$ 21,710   |
| <b>Total Operations-General</b> | \$ 185,890  | \$ 189,000  | \$ 136,424  | \$ 129,062  | \$ 147,845  |

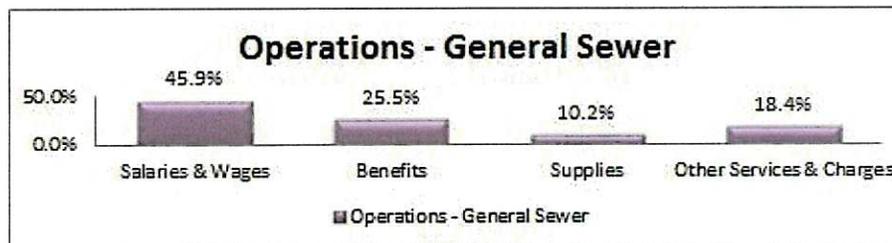


Figure DD

**TASK ORDER**

**CITY OF DAYTON**

**Street and Utility Plan - GIS Jumpstart and Technical Enablement**

This Task Order shall be attached to and become a permanent part of the Agreement for 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 preparation of a comprehensive Street and Utility Plan and providing GIS services including online system configuration, data conversion, map publishing, training, and support. A detailed Scope of Services is included in Exhibit A.

**ENGINEERING SERVICES**

The ENGINEER will:

1. Provide project management services to coordinate activities with the CITY.
2. Provide GIS services and complete a Street and Utility Plan.
3. Complete and analyze sewer main television inspections. (Completion of sewer main television inspections by subcontractor.)

The CITY will provide the ENGINEER with all existing CAD files, as-builts, and paper maps showing water, wastewater, and storm drain system projects that did not involve the ENGINEER.

**COMPENSATION**

The CITY will compensate the ENGINEER for performing the services outlined in this Task Order on a time and materials basis, plus direct reimbursable expenses not to exceed the costs for each task as listed below and pursuant to the ENGINEER's current Hourly Fee Schedule (Exhibit B).

|                                                |                        |
|------------------------------------------------|------------------------|
| Task 1 – GIS                                   | \$25,000               |
| Task 2 – Street and Utility Plan               | \$45,000               |
| Task 3 – Sanitary Sewer Television Inspections | <u>\$25,000</u>        |
| <b>TOTAL</b>                                   | <b><u>\$95,000</u></b> |

This Task Order is executed on the date shown below.

CITY: City of Dayton

ENGINEER: Anderson Perry & Associates, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Craig George

Name: Jake Hollopeter, P.E.

Title: Mayor

Title: Vice President

Date: \_\_\_\_\_

Date: February 5, 2018

**EXHIBIT A**  
**STREET AND UTILITY PLAN - GIS JUMPSTART AND TECHNICAL ENABLEMENT**

**SCOPE OF SERVICES**

**GENERAL**

The work generally consists of the preparation of a comprehensive Street and Utility Plan and the creation of citywide GIS mapping. These tools will be used for future planning, to assist in securing project funding, for street and utility documentation for incorporation into GIS, and for identification of infrastructure needs in the City.

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

- ArcGIS Jumpstart and Technical Enablement
- Combined Street, Storm Drain, Sewer, and Water Condition, Size, and Classification Tables
- Prioritized Project List Based on Conditions
- Project Costs for Improvements
- Television Inspection of Prioritized Sewer Mains

**DUTIES AND RESPONSIBILITIES OF THE ENGINEER**

**PROJECT ADMINISTRATION**

The ENGINEER shall 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 the invoice, the number of hours worked during the billing period with billing rates shown, expenses and associated mark-ups, and the total cost for labor and expenses for the billing period. The use of a subconsultant is expected for sanitary sewer television inspections.
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 the CITY and subconsultants 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 shall be provided in electronic format as requested.

## **TASK 1 - GIS**

### **1.1 ArcGIS Online Setup and Configuration**

The ENGINEER will set up and configure an ArcGIS Online Organizational Account that the CITY can use to collect utility data to make available to key personnel across multiple devices. The ENGINEER's GIS team will coordinate with Esri to procure an ArcGIS Online Level 1 Account for a 60-day trial period. The ENGINEER will activate and configure the CITY's Online Organizational Account, customize the homepage, and set up named users, user roles, functional groups, and group permissions. The ENGINEER will coordinate with the CITY to assist with migrating and consolidating the CITY's existing feature layers, maps, and apps from the CITY's Public Account to the CITY's Online Organizational Account that is capable of supporting the CITY's departmental needs and scaling as the CITY's GIS needs evolve. The product of this task will be a functioning ArcGIS Online Organizational Account that will be used throughout this scope and to support the CITY's long-term GIS needs. On or before the 60-day trial expires, the CITY will need to purchase an annual subscription for the account to remain active.

### **1.2 Water, Wastewater, and Stormwater Information Model Setup, Map Publishing, and Application (App) Configuration**

The ENGINEER's GIS team will set up and configure a GIS database schema for the CITY's water, wastewater, and stormwater systems based on Esri's Local Government Information Model (LGIM). The ENGINEER will help the CITY evaluate the water, wastewater, and stormwater systems components of the LGIM to determine the types of features, feature attributes, and attribute values that the CITY desires to retain and use to map and collect data for its water, wastewater, and stormwater systems.

After the CITY's water, wastewater, and stormwater data has been converted from CAD/paper to GIS (see Item 1.3), the ENGINEER will prepare and publish water, wastewater, and stormwater systems web maps to the CITY's ArcGIS Online Organizational Account. This map will serve as the primary repository for the CITY's water, wastewater, and stormwater maps and will support field data collection, map presentation, analysis, and reporting. Esri's industry standard map symbology will be used to standardize the look and feel of the water, wastewater, and stormwater systems web maps for CITY staff and create a familiar user experience within the CITY's web and mobile apps.

Using the water, wastewater, and stormwater systems web maps, the ENGINEER will set up and configure a web-based app for office use and a mobile app for field use. Together, these two apps will support the CITY's data management and map presentation needs.

### **1.3 Water, Wastewater, and Stormwater Systems CAD/Paper to GIS Data Conversion**

The ENGINEER will import geometry (e.g., mains, laterals, hydrants, manholes, catch basins) from the CITY's existing CAD files to the CITY's new water, wastewater, and stormwater systems geodatabase. When readily available, the ENGINEER will also import or transcribe attribute information (e.g., asset identification, material, and diameter) into the geodatabase. The ENGINEER will transcribe points, lines, and polygons from existing paper maps that correspond to the water, wastewater, and stormwater systems geodatabase. The resulting product will serve as the CITY's water, wastewater, and stormwater systems base map and be used by the

CITY to verify and update existing information and collect new features, feature attributes, and photographs of the CITY's water, wastewater, and stormwater assets.

#### **1.4 On-Site Training: ArcGIS Online for Office Use**

The ENGINEER will provide one half-day training session for CITY staff on the use of ArcGIS Online. This training will include an overview of the CITY's GIS data, accessing ArcGIS Online through the browser, and using ArcGIS Online to view maps and retrieve attribute information. Additional training sessions can be scheduled utilizing Technical Enablement Package hours (see Item 1.6).

#### **1.5 On-Site Training: Mobile Field Data Collection using Collector**

The ENGINEER will provide one half-day training session for CITY staff on the use of the ArcGIS Online Collector app for field data collection. This training will include installing and accessing Collector on smartphones/tablets, using Collector to view maps and view/update attribute information, and collecting new features/attributes. Additional training sessions can be scheduled utilizing Technical Enablement Package hours (see Item 1.6).

#### **1.6 Technical Enablement and Support Package**

Having access to technical resources will be critical to a meaningful and successful GIS implementation. Consequently, this Scope of Services includes 40 hours of technical support, training, and additional system enablement. These hours are available to be used to train new users, publish new maps, update information, and/or deploy new web and mobile apps that may be useful to the CITY. Technical support beyond this 40 hours may be added on a time and materials basis.

##### **ArcGIS Online Annual Subscription**

The CITY will need to purchase an ArcGIS Online subscription on or before the 60-day trial expires. The subscription cost for a one-year ArcGIS Online account for one user is \$500. Additionally, the CITY will need to allocate one named user to the ENGINEER's GIS team. Additional named users can be added for an additional cost paid to Esri.

##### **ArcGIS Online Administration and Oversight**

The CITY's ArcGIS Online Organizational Account will be the sole property of the CITY. The CITY further agrees to accept and comply with all applicable Esri Licensing Agreements and Terms of Use. For more information, please visit [www.esri.com/legal/software-license](http://www.esri.com/legal/software-license).

##### **Data Ownership**

The CITY's information will be sole property of the CITY; however, should the CITY choose not to maintain a Technical Enablement Package with the ENGINEER, the CITY agrees to assume any and all responsibility for administration and oversight of all CITY-owned data, including, but not limited to web maps, integrations, and third-party services.

## **TASK 2 - STREET AND UTILITY PLAN**

The Street and Utility Plan will compile information on the existing street, storm drain, sewer, and water systems into a format that will assist in future planning, in securing project funding, in street and utility mapping, and in identification of infrastructure needs in the City.

### **2.1 Street, Storm Drain, Sewer, and Water: Condition, Size, Type, and Classification Summary**

The ENGINEER will compile known information on the CITY's street, storm drain, sanitary sewer, and water systems into comprehensive tables. Anticipated information is expected to include:

#### **Street System**

The primary source of information will be the Transportation Improvement Board's pavement condition ratings supplemented with additional data to include street name and termini, street classification, length, width, surfacing type, score and condition, and sidewalk and curb placement.

#### **Storm Drain System**

Information will be compiled from existing as-built data and field investigations. Known information will include storm drain system type, size, age, and condition.

#### **Sanitary Sewer System**

Information will be compiled from existing as-built data, sewer maps, and field investigations. Known information will include pipe type, size, age, and condition.

#### **Water System**

Information will be compiled from existing as-built data, water system maps, and field investigations. Known information will include pipe type, size, age, and condition.

### **2.2 Prioritized Project List**

Complete detailed tables of street, storm drain, sewer, and water system conditions for the purposes of prioritizing future improvements. The tables will be compiled so that projects can be sorted and prioritized for future planning efforts.

### **2.3 Project Costs for Improvements**

Cost estimates will be completed for identified improvements. Costs will include construction, design and construction engineering, permitting, and contingency.

### **TASK 3 - SANITARY SEWER TELEVISION INSPECTIONS**

The CITY and ENGINEER will work together to identify sewer main television inspection locations based on known problem locations, areas previously televised, recent projects, general knowledge of the sanitary sewer system, and television budget. Television inspections will be analyzed and used in establishing sanitary sewer conditions and replacement priorities.

A subcontractor will complete the television inspections and cleaning.

## EXHIBIT B HOURLY FEE SCHEDULE

May 1, 2017

### 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  | Senior Archaeologist I .....\$ 85.00      |
| Technician IV ..... \$ 75.00          | Engineering Technician V ..... \$115.00   | Senior Archaeologist II .....\$100.00     |
| Technician V ..... \$ 80.00           | Engineering Technician VI ..... \$120.00  | Senior Archaeologist III .....\$110.00    |
| Technician VI ..... \$ 85.00          | Staff Engineer I ..... \$100.00           |                                           |
| Technician VII ..... \$ 90.00         | Staff Engineer II ..... \$105.00          |                                           |
| Senior Technician I ..... \$ 95.00    | Staff Engineer III ..... \$110.00         |                                           |
| Senior Technician II ..... \$105.00   | Project Engineer I ..... \$115.00         |                                           |
| Senior Technician III ..... \$110.00  | Project Engineer II ..... \$125.00        |                                           |
| Senior Technician IV ..... \$115.00   | Project Engineer III ..... \$130.00       |                                           |
| Senior Technician V ..... \$120.00    | Project Engineer IV ..... \$135.00        |                                           |
| Senior Technician VI ..... \$130.00   | Senior Engineer I ..... \$140.00          |                                           |
| Senior Technician VII ..... \$145.00  | Senior Engineer II ..... \$145.00         |                                           |
| Senior Technician VIII ..... \$165.00 | Senior Engineer III ..... \$155.00        |                                           |
|                                       | Senior Engineer IV ..... \$160.00         |                                           |
|                                       | Senior Engineer V ..... \$165.00          |                                           |
|                                       | Senior Engineer VI ..... \$170.00         |                                           |
|                                       | Senior Engineer VII ..... \$185.00        |                                           |

### PROJECT REPRESENTATIVES

|                                          |
|------------------------------------------|
| Project Representative I .....\$ 85.00   |
| Project Representative II .....\$ 95.00  |
| Project Representative III .....\$ 98.00 |
| Project Representative IV .....\$105.00  |

### SURVEYORS AND CREWS

|                                      |                                            |                                          |
|--------------------------------------|--------------------------------------------|------------------------------------------|
| Survey Technician I ..... \$ 60.00   | Survey Crew Chief III ..... \$110.00       | Professional Land Surveyor V ...\$155.00 |
| 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 .. \$145.00  | Electro-Fisher .....\$ 22.00             |

### OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.535 per mile for standard highway vehicles as of January 1, 2017. 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.

FROM THE TRANSPORTATION IMPROVEMENT BOARD Website  
(<http://www.tib.wa.gov/grants/led/RelightWashington.cfm>):

## TIB Funding Programs - Relight Washington

### Overview

The main goal of the Relight Washington Program is to lower city's street light costs by helping cities convert to more energy efficient LED streetlights. A sustainable return on investment study found that cost, energy, and environmental benefits returned more than twice the installation expense over 15 years. A challenge in converting to LED streetlights is the initial capital costs. The TIB would pay the initial capital costs.

Eligible cities include all small towns (population less than 5,000) and urban cities with a total assessed value of less than \$2 billion. A full list of currently eligible cities can be found here.

### Program Specific Information

#### *In the Puget Sound Energy service area*

PSE is a partner in this project and will replace all street lights in their service area beginning in October 2015. Cities with population less than 5,000 are all scheduled for conversion in 2015-2016. Three months before planned conversion, you will get authorization paperwork from TIB to sign and return. Medium-sized cities up to \$2 billion assessed value will also be converted in the PSE service area in 2017-2019. PSE and TIB have automated the processes for scheduling, authorization and installation. Cities need to sign paperwork and pass the PSE bill through to TIB for reimbursement. No application or match is required.

#### *In the Avista Utilities service area*

Avista Utilities is a partner in this project. Installation has not yet begun and the start date is not yet known. Avista plans to convert all street lights by 2019. Cities in the Avista Utilities service area need to sign paperwork and pass the Avista bill through to TIB for reimbursement. No application or match is required.

#### *Municipally-owned Street Lights*

Cities with their own street lights or municipal energy departments can request funding by submitting a proposal to TIB (LINK). This form can be used if your city owns part of the street light system too.

#### *Public Utility District service areas*

TIB has no established partnerships with Public Utility Districts at this time. Cities should work with their public utility district to ensure concurrence and confirm that reasonable savings will accrue to the city. The Municipally-owned Street Light form can then be used to request funding.

#### Other considerations

Private street lights, including HOAs are not eligible unless the utility is willing to take them over.

**If you have service providers outside those listed, contact your TIB engineer.**

AI NO. 7(D)

This program is funded by legislative appropriation and all conversions beyond the 2015-2017 biennium is subject to continued funding.

TIB street light funding is only available to cities under \$2 billion assessed property value, but programs from the Washington State Department of Enterprise Services (Energy Service Company agreements) or the Washington State Department of Commerce may be available for other entities.



14845 SW Murray Scholls Dr.  
Suite 110, PMB #513  
Beaverton, OR 97007

**watt smart® Business – Incentive Offer Letter**  
**(Washington)**

**Participant**

Customer Name: Craig George  
Business Name: City of Dayton  
  
Business Address: Street Lights  
  
City, State Zip: Dayton, WA 99328

**Pacific Power**

watt smart Business Program  
Program Representative:  
Becky Berg - Program Coordinator  
503-515-7292 fax: 503-482-7447  
wa.lighting@pacificpower.net

After reviewing your application we are pleased to provide you an incentive offer for the successful implementation of the approved energy efficiency measures described in the attached exhibit(s).

**Cash Incentive Estimate**

**Typical Upgrade Incentive:**

See Exhibit A

**Issue Date:** 12/27/2017

**Completion Date:** 5/26/2018

For this offer to remain valid and to receive an incentive, it is the responsibility of the participant to:

1. Sign and return this offer to the contact above no later than: 2/25/2018
2. Implement the project by the Completion Date.
3. Notify Pacific Power of any changes that materially affect the implementation schedule, measure costs or savings.
4. Upon project completion notify Pacific Power.
5. Provide all required documentation and participate in any required inspections.

**Acknowledgement**

I understand: (1) my responsibilities listed above; (2) the incentive offer is an estimate; (3) the incentive paid will be based on verified electric energy savings and approved costs; (4) If I terminate a material portion of my electric service requirements from Pacific Power for my facility within 60 months of the date of the final incentive payment under this Incentive Offer, and my facility remains in operation, I am obligated to repay the final incentive to Pacific Power with 30 days of written request. The repayment ("Repayment") will be determined as follows: Repayment - final incentive x (60 - Savings Delivery Term)/60, where Savings Delivery Term = number of months between the month the Final Incentive payment was made and the month the Facility terminated a material portion of its electric service. For determining the repayment, the dates will be the first day of the month in which they occur.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Publicity Release**

Please check the box below if you agree to give Pacific Power and its affiliated companies permission to include your company name and certain specific details about this project and any future projects in its print ads, press releases, articles, customer communications, website, etc. The project details would be limited to company name, annual energy and cost savings, project cost, incentive amount, paybacks before and after incentives, and the type of project (e.g. lighting, HVAC, compressed air, irrigation, etc.).

Yes, I give Pacific Power permission to include my company name and project information as described in the paragraph above.

Company name as you would like it to appear:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





Let's turn the answers on.

**Washington**  
**wattsmart® Business**  
 07/11/16 Effective Date

Calculator V 071116.3

|                                |             |
|--------------------------------|-------------|
| Project \$                     | \$68,250.00 |
| Incentive                      | \$4,282.62  |
| Net Cost                       | \$63,967.38 |
| 6.3% of Cost Paid By Incentive |             |
| Simple Payback 13.6 Yrs        |             |
| \$/Yr Savings                  | \$4,694     |
| AVG kW/Mo                      | 0.00        |
| kWh/Year                       | 71,377      |

| Day   | A | B | C | D | E | Lighting Coordinator   |
|-------|---|---|---|---|---|------------------------|
| Mon   |   |   |   |   |   | Becky Berg             |
| Tue   |   |   |   |   |   |                        |
| Wed   |   |   |   |   |   | Tool Prepared by<br>ds |
| Thur  |   |   |   |   |   |                        |
| Fri   |   |   |   |   |   | Project Manager        |
| Sat   |   |   |   |   |   |                        |
| Sun   |   |   |   |   |   | Account Manager        |
| Total |   |   |   |   |   |                        |

**Contracted**  
**WSBWA 72831 City of Dayton Street Lights**

| Exterior Schedule | Room Number Or Location | Existing    |     |      | Proposed         |     |      | Notes                                                        | Incentive Type      |
|-------------------|-------------------------|-------------|-----|------|------------------|-----|------|--------------------------------------------------------------|---------------------|
|                   |                         | Fixture     | Qty | CTRL | Fixture          | Qty | CTRL |                                                              |                     |
| 1 P Y             | street lights Sched 51  | HPS-70W     | 154 | 0    | CUST: LEDPM-35W  | 154 |      | 35W: ATB0 20BLEDE53 MVOLT R2 NL PCLL RFD23134 (DLC 35.25W)   | \$0.06/kWh Saved PM |
| 2 P Y             | street lights Sched 51  | HPS-100W    | 5   |      | CUST: LEDPM-47W  | 5   |      | 47W: ATB0 20BLEDE70 MVOLTR 2N LP5PCLL RFD206812 (DLC 46.94W) | \$0.06/kWh Saved PM |
| 3 P Y             | street lights Sched 51  | HPS-200W    | 25  |      | CUST: LEDPM-83W  | 25  |      | 83W: ATB0 30BLEDE85 MVOLT R3 NL P5 PCLL RFD23 (DLC 83.46W)   | \$0.06/kWh Saved PM |
| 4 P Y             | street lights Sched 51  | HPS-250W    | 1   |      | CUST: LEDPM-128W | 1   |      | 128W: ATB2 60BLEDE7 0MVOLT R3 NL P5PCLL RFD206816 (DLC)      | \$0.06/kWh Saved PM |
| 5 P Y             | street lights Sched 51  | HPS-400W    | 1   |      | CUST: LEDPM-174W | 1   |      | 174W: ATB2 80BLEDE70 MVOLT R3 NL P5PCLL RFD206815 (DLC)      | \$0.06/kWh Saved PM |
| 6 P Y             | street lights Sched 51  | MV-400W-CWA | 2   |      | CUST: LEDPM-83W  | 2   |      |                                                              | \$0.06/kWh Saved PM |
| 7 P Y             | street lights Sched 51  | MV-175W-CWA | 8   |      | CUST: LEDPM-47W  | 8   |      |                                                              | \$0.06/kWh Saved PM |



Let's turn the answers on.

V 071116.3

Viewing The Contracted Stage

Washington  
wattsmart<sup>®</sup> Business

07/11/16 Effective Date

|                           |             |
|---------------------------|-------------|
| Project ID                | WSBWA_72831 |
| Lighting Coordinator      | Becky Berg  |
| Lighting Tool Prepared by | ds          |

Customer Information

|                  |                              |
|------------------|------------------------------|
| Project          | City of Dayton Street Lights |
| Company          | City of Dayton               |
| Customer Contact | Craig George                 |

Total Savings  Stipulated Wattage  Actual Wattage

| Stipulated Wattage | Lighting | kWh/Year | Avg kW/Month | \$ Savings/Year |
|--------------------|----------|----------|--------------|-----------------|
|                    |          | Control  | 71,377       | 0.00            |
|                    | Total    | 0        | 0.00         | \$0.00          |
|                    |          | 71,377   | 0.00         | \$4,694.47      |

Project Costs

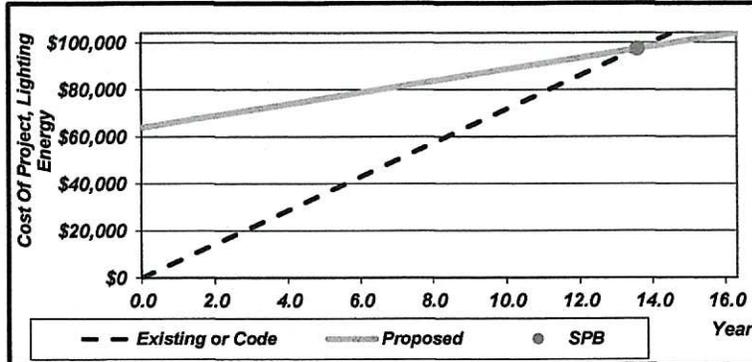
|                              |                   |                |            |
|------------------------------|-------------------|----------------|------------|
| Total Cost                   | \$68,250.00       | Lighting       | \$4,282.62 |
| <b>Total Incentive</b>       | <b>\$4,282.62</b> | Controls       | \$0.00     |
| 6% Of Cost Paid By Incentive |                   | Incentive      | \$4,282.62 |
| <b>Net Project Cost</b>      | <b>\$63,967</b>   | Full Incentive |            |

Project Detail

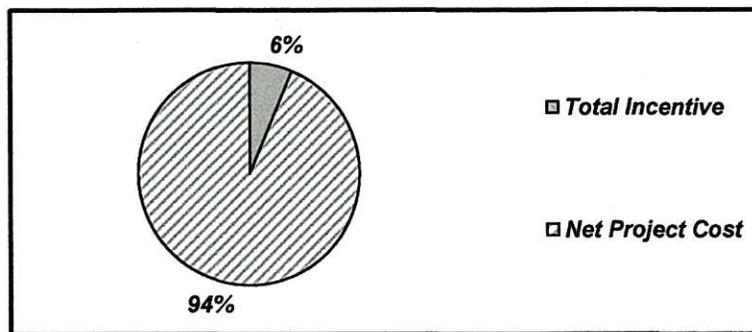
| 0% Better Than Code LPD (w/ft <sup>2</sup> ) |      |          | 66% Better Than Code Operation Cost/Yr |         |          |
|----------------------------------------------|------|----------|----------------------------------------|---------|----------|
| Existing                                     | Code | Proposed | Existing                               | Code    | Proposed |
| 0.00                                         | 0.00 | 0.00     | \$7,156                                | \$7,156 | \$2,461  |

|                                    |          |                                           |    |
|------------------------------------|----------|-------------------------------------------|----|
| Simple Payback (Without Incentive) | 14.5 Yrs | Simple Rate Of Return (Without Incentive) | 7% |
| Simple Payback (With Incentive)    | 13.6 Yrs | Simple Rate Of Return (With Incentive)    | 7% |

Cost of Project and Lighting Energy Usage Over Time



Percent of Initial Project Cost



**The incentive and energy savings above are estimates only. This tool is designed to calculate savings and incentives for wattsmart Business lighting projects.**

For wattsmart Business Lighting projects, lighting incentives are capped at 70% of eligible energy efficiency project costs, and the minimum simple payback (with incentive) for the project is one year. If needed, incentives will be decreased to reflect a one-year payback. The simple payback with incentive is the net project cost divided by the annual electric cost savings (dollar savings). For wattsmart Small Business Lighting projects, lighting retrofit incentives are capped at 80%.

Stipulated vs. Actual wattage – This tool has two calculation methods to distinguish between actual and stipulated wattages. There will only be a difference between actual and stipulated if the existing fixtures are impacted by efficacy standards (e.g. general service fluorescent and incandescent). Results from either calculation can be viewed by selecting "Stipulated wattage" or "Actual wattage." Incentive calculations and 1-year simple payback cap are always based on stipulated wattage.

To receive an incentive you MUST sign an Incentive Offer before purchasing equipment.