



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

PRELIMINARY AGENDA
REGULAR MEETING
Wednesday, September 12, 2018
6:00 p.m.
Craig George, Mayor

Updated 09/10/2018

1. CALL TO ORDER
 - A. Roll Call
2. CONSENT AGENDA – ACTION:
 - A. Approve City Council Minutes – July 23, 2018
 - B. Approve of Voucher Warrants as audited by the Finance Committee: \$364,920.71
 - C. Approve of Payroll Warrants for August 2018: \$80,880.50
 - D. Confirm Mayor’s authorization of a contract with Correct Equipment Co., Inc., to repair/replace Water Well 2 and 3’s Chlorinators
 - E. Authorize Resolution No. 1349, Interfund Transfers in support of the 2018 Budget (Park and Cemetery Equipment Replacement Reserves)
 - F. Proclaim September as Children Cancer Awareness Month
 - G. Confirm Mayor’s authorization of a contract with College Place Heating and Cooling to replace the Wastewater Treatment Plant digester boiler
 - H. Confirm Mayor’s authorization of a contract with Mark Lanning Tree Service to remove tree limbs and its debris from one Main Street Sycamore tree located near 338 E. Main Street
3. SPECIAL GUESTS AND PUBLIC COMMENT
4. COMMITTEE/BOARD/COMMISSION REPORTS
5. REPORTS OF CITY OFFICERS
 - A. FEMA Street Repairs Project Update – Mayor George
 - B. Inert Waste Site Permit Application Status – Mayor George
 - C. Public Works Trust Fund Loan Award for Wastewater Treatment Plant Project – Mayor George
 - D. Main Street Tree Committee Project – Mayor George
6. UNFINISHED BUSINESS
 - A. ACTION: Authorize Resolution No. 1348, authorizing the Mayor to sign an interlocal agreement for Planning Department Services with Columbia County
7. NEW BUSINESS
 - A. Authorize Resolution No. 1350 – authorizing an Agreement to transfer of the Hedwig Davis Bequest to Columbia County Rural Library District
 - B. Authorize Resolution No. 1351 - Amending Library District Annexation Agreement
 - C. Authorize Change Order No. 3 to the FEMA Street Repairs Project, for additional street curb work
 - D. Authorize Resolution No. 1352 – authorizing a Public Works Contract with Humbert Asphalt, Inc., to perform pavement repairs on W. Washington Avenue and N. Cottonwood Avenue beginning at N. Front Street and ending at W. Patit Avenue associated with the relocation of the street within the public right of way
8. ADJOURN

Next Regular Meeting is October 10, 2018 at 6:00 p.m. at Dayton City Hall, 111 S. 1st Street, Dayton, WA 99328.

DAYTON CITY COUNCIL MINUTES

City Council Workshop

Special Meeting

Monday, July 23, 2018

111 S. 1st Street

Dayton, WA 99328

1. CALL TO ORDER:

Mayor Craig George calls the meeting to order at approximately 5:00 p.m.

Roll Call:

Present: Matt Wiens, Dain Nysoe, Byron Kaczmarek, Kathy Berg, Delphine Bailey

Absent: Zac Weatherford, Mike Paris

Staff: Jim Costello, Public Works Director; Trina Cole, City Administrator

2. COMMITTEE/BOARD/ COMMISSIONER REPORTS

Cole provides a summary of the FCS Group's water and sewer rate excel integrated models. The models include assumptions for planning of the City's utilities and each system's capital improvement needs. Council discusses various financial scenarios based on the models, along with improvement and operation and maintenance assumptions. Council determines that due to the state-mandated improvement to the city's wastewater treatment plant (WWTP), sewer rates will increase approximately 10.5% in 2019 and likely in 2020, and 2021; funding sources associated with WWTP, such as grants or loans, will impact the projected rates in 2020, and thereafter.

Council discusses water system capital improvements and understands that there is potential flexibility in the water system's capital improvement plan. Council informally concurs that deferment of water capital improvements is not in the best interest of Dayton, and an increase will be necessary to support future capital improvements needs. Council expresses support of maintaining a rate increase not more than \$10.00 in 2019. There is no action.

3. ADJOURN

With no further business to come before the Council, the regular meeting is adjourned.

City of Dayton

By: Craig George, Mayor

Attested:

Approved:

09/12/2018

Trina Cole, City Clerk-Treasurer

Date



Register

agenda Item No. 2(B)

Fiscal: 2018

Deposit Period: 2018 - August

Check Period: 2018 - August - August 8, 2018, 2018 - August - August 31, 2018, 2018 - August - August 15, 2018

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	5990067340			
Check				
<u>46012</u>	AG Link, Inc	8/8/2018	8/14/2018	\$70.74
<u>46013</u>	Andrew Woods	8/8/2018		\$48.27
<u>46014</u>	Backflow Management, Inc	8/8/2018	8/17/2018	\$1,044.75
<u>46015</u>	Basin Disposal, Inc	8/8/2018	8/15/2018	\$226.47
<u>46016</u>	Centurylink	8/8/2018	8/14/2018	\$882.86
<u>46017</u>	City of Dayton	8/8/2018	8/14/2018	\$2,386.33
<u>46018</u>	Col Co Treasurer	8/8/2018	8/14/2018	\$36,745.09
<u>46019</u>	Coleman Oil Company	8/8/2018	8/15/2018	\$1,286.05
<u>46020</u>	Dennis Lockard	8/8/2018	8/16/2018	\$19.97
<u>46021</u>	Invoice Cloud	8/8/2018		\$170.40
<u>46022</u>	Powers, Chester M	8/8/2018	8/16/2018	\$164.86
<u>46023</u>	Umpqua Bank	8/8/2018		Void
<u>46024</u>	Washington State Penitentiary	8/8/2018	8/14/2018	\$2,400.00
<u>46025</u>	Anderson Perry & Assoc	8/14/2018	8/20/2018	\$2,268.84
<u>46026</u>	Bank Of America	8/14/2018	8/13/2018	\$1,276.81
<u>46027</u>	City Lumber & Coal Yard	8/14/2018	8/21/2018	\$408.80
<u>46028</u>	Cole, Trina D	8/14/2018	8/16/2018	\$351.04
<u>46029</u>	Dayton Chronicle	8/14/2018	8/23/2018	\$127.38
<u>46030</u>	Dayton Mercantile	8/14/2018	8/22/2018	\$74.47
<u>46031</u>	Dept Of Health	8/14/2018	8/22/2018	\$87.00
<u>46032</u>	Dingle's Of Dayton	8/14/2018	8/21/2018	\$8.97
<u>46033</u>	Ferguson - Seattle WW #1539	8/14/2018	8/20/2018	\$1,754.01
<u>46034</u>	Ferrellgas	8/14/2018	8/20/2018	\$177.07
<u>46035</u>	Fletcher, Lloyd	8/14/2018	8/20/2018	\$102.00
<u>46036</u>	Humbert Asphalt, Inc.	8/14/2018	8/16/2018	\$245,391.30
<u>46037</u>	Pepsi Cola - Walla Walla	8/14/2018	8/22/2018	\$31.25
<u>46038</u>	Walla Walla Regional Water	8/14/2018	8/20/2018	\$90.00
<u>46055</u>	Chamber Of Commerce	8/16/2018	8/27/2018	\$6,593.00
<u>46056</u>	Costello, James	8/16/2018	8/24/2018	\$172.00
<u>46057</u>	George, Craig	8/16/2018	8/21/2018	\$40.00
<u>46058</u>	Herres Enterprises, LLC	8/16/2018	8/22/2018	\$90.00
<u>46059</u>	Invoice Cloud	8/16/2018		\$75.00
<u>46060</u>	Kie Supply Corporation	8/16/2018	8/21/2018	\$478.06
<u>46061</u>	Konen Rock Crushing, Inc	8/16/2018	8/24/2018	\$69.02
<u>46062</u>	Mcfarland Rental	8/16/2018	8/27/2018	\$72.42
<u>46063</u>	Menke Jackson Beyer &	8/16/2018	8/28/2018	\$1,188.38

Number	Name	Print Date	Clearing Date	Amount
<u>46064</u>	Municode	8/16/2018	8/23/2018	\$950.00
<u>46065</u>	Northwest Administrators	8/16/2018		\$2,431.60
<u>46066</u>	Costello, James	8/15/2018	8/24/2018	\$102.00
<u>46067</u>	Humbert Asphalt, Inc.	8/15/2018		Void
<u>46068</u>	Dayton Chronicle	8/15/2018	8/29/2018	\$38.00
<u>46069</u>	Dept Of Revenue	8/15/2018	8/29/2018	\$5,898.28
<u>46070</u>	Dingle's Of Dayton	8/15/2018	8/28/2018	\$57.16
<u>46071</u>	Doug's Septic Service Inc	8/15/2018	8/28/2018	\$190.00
<u>46072</u>	Ferrellgas	8/15/2018	8/28/2018	\$177.05
<u>46073</u>	MARC	8/15/2018	8/27/2018	\$289.73
<u>46074</u>	One Call Concepts, Inc	8/15/2018	8/29/2018	\$90.82
<u>46075</u>	Pacific Power	8/15/2018	8/13/2018	\$24,214.08
<u>46076</u>	Skyline Parts Inc	8/15/2018		\$629.12
<u>46077</u>	Steinhoff Construction, LLC	8/15/2018	8/27/2018	\$1,502.42
<u>46078</u>	Touchet Valley Television, Inc	8/15/2018	8/28/2018	\$65.00
<u>46079</u>	Transamerica Life Insurance CO	8/15/2018	8/28/2018	\$1,188.42
<u>46080</u>	U.S. Bank N.A. - Custody	8/15/2018	8/29/2018	\$64.00
<u>46081</u>	USA Bluebook	8/15/2018		\$1,181.87
<u>46082</u>	Verizon Wireless	8/15/2018	8/23/2018	\$228.05
<u>46083</u>	Vision Forms, LLC	8/15/2018		\$2,862.92
<u>46084</u>	Walla Walla Regional Water	8/15/2018	8/28/2018	\$180.00
<u>46085</u>	Western States Equipment	8/15/2018	8/28/2018	\$76.17
<u>46086</u>	White Plumbing	8/15/2018		\$54.20
<u>46116</u>	Dept Of Labor & Industries	8/1/2018	8/1/2018	\$942.30
<u>46117</u>	City of Dayton	8/31/2018		\$15,040.44
		Total	Check	\$364,826.24
		Total	5990067340	\$364,826.24
		Grand Total		\$364,826.24



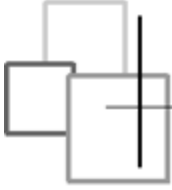
Register Activity

Fiscal: 2018

Period: 2018 - June

Council Date: 2018 - June - June 13, 2018, 2018 - June - June 30, 2018, 2018 - June - June 15, 2018

Reference	Date	Amount	Notes
Reference Number: 46105	Umpqua Bank	\$35.00	
<u>Invoice -06/2018 NSF Fee</u>	6/30/2018	\$35.00	



Register Activity

Fiscal: 2018

Period: 2018 - July

Council Date: 2018 - July - July 11, 2018, 2018 - July - July 31, 2018, 2018 - July - July 15, 2018

Reference	Date	Amount	Notes
Reference Number: 46104	Umpqua Bank	\$59.47	
<u>L552316</u>	8/22/2018	\$59.47	



Register

Fiscal: 2018

Deposit Period: 2018 - August

Check Period: 2018 - August - August 8, 2018, 2018 - August - August 31, 2018, 2018 - August - August 15, 2018

Number	Name	Print Date	Clearing Date	Amount
Umpqua Bank	5990067340			
Check				
<u>46039</u>	Bowhay, Michael H.	8/15/2018		\$1,654.42
<u>46040</u>	Cole, Trina D.	8/15/2018		\$2,174.85
<u>46041</u>	Costello, James S.	8/15/2018		\$2,255.74
<u>46042</u>	Elkins, David J.	8/15/2018		\$1,708.89
<u>46043</u>	Fletcher, Lloyd	8/15/2018		\$1,536.37
<u>46044</u>	Hays, Debra M.	8/15/2018		\$1,969.63
<u>46045</u>	John, Rob	8/15/2018		\$1,159.11
<u>46046</u>	Moton, Donald G.	8/15/2018		\$1,429.80
<u>46047</u>	Souza, Marcio	8/15/2018		\$1,340.23
<u>46048</u>	Strickland, Eddie L	8/15/2018		\$1,745.94
<u>46049</u>	Sweetwood, David	8/15/2018		\$1,588.80
<u>46050</u>	Westergreen, Connie	8/15/2018		\$1,163.63
<u>46051</u>	Council No. 2	8/15/2018		\$436.26
<u>46052</u>	Daniel H Brunner, Chapter 13 Trustee	8/15/2018		\$414.50
<u>46053</u>	Internal Revenue Service - U S Treasury	8/15/2018		\$6,491.42
<u>46054</u>	Washington State Support Registry	8/15/2018		\$94.00
<u>46087</u>	Cole, Trina D.	8/30/2018		\$2,461.84
<u>46088</u>	Costello, James S.	8/30/2018		\$2,226.43
<u>46089</u>	Elkins, David J.	8/30/2018		\$1,746.47
<u>46090</u>	Fletcher, Lloyd	8/30/2018		\$1,588.16
<u>46091</u>	George, Craig	8/30/2018		\$848.46
<u>46092</u>	Hays, Debra M.	8/30/2018		\$1,971.45
<u>46093</u>	John, Rob	8/30/2018		\$1,257.71
<u>46094</u>	Kaczmarski, Byron	8/30/2018		\$138.52
<u>46095</u>	Moton, Donald G.	8/30/2018		\$1,478.25
<u>46096</u>	Nysoe, Dain	8/30/2018		\$138.52
<u>46097</u>	Paris, Michael	8/30/2018		\$138.52
<u>46098</u>	Souza, Marcio	8/30/2018		\$1,674.81
<u>46099</u>	Strickland, Eddie L	8/30/2018		\$1,393.73
<u>46100</u>	Sweetwood, David	8/30/2018		\$1,568.40
<u>46101</u>	Weatherford, Zachary M	8/30/2018		\$138.52
<u>46102</u>	Westergreen, Connie	8/30/2018		\$1,164.17
<u>46103</u>	Wiens, Matt	8/30/2018		\$138.52
<u>46106</u>	Bailey, V. Delphine	8/30/2018		\$138.52
<u>46107</u>	Berg, Kathleen A.	8/30/2018		\$138.52
<u>46108</u>	Bowhay, Michael H.	8/30/2018		\$1,703.27

Number	Name	Print Date	Clearing Date	Amount
<u>46109</u>	AFLAC Remittance Processing	8/31/2018		\$467.40
<u>46110</u>	Daniel H Brunner, Chapter 13 Trustee	8/31/2018		\$414.50
<u>46111</u>	Dept of Retirement Systems	8/31/2018		\$11,489.48
<u>46112</u>	Internal Revenue Service - U S Treasury	8/31/2018		\$6,892.96
<u>46113</u>	Northwest Administrators	8/31/2018		\$11,216.66
<u>46114</u>	Washington State Support Registry	8/31/2018		\$94.00
<u>46115</u>	WSCCCE	8/31/2018		\$1,089.12
		Total	Check	\$80,880.50
		Total	5990067340	\$80,880.50
		Grand Total		\$80,880.50

RESOLUTION NO. 1349

A RESOLUTION OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON AUTHORIZING INTERFUND TRANSFERS FROM THE CURRENT EXPENSE FUND TO THE CAPITAL IMPROVEMENTS FUND IN SUPPORT OF THE 2018 BUDGET.

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

WHEREAS, the 2018 Budget authorized by the Dayton City Council on December 6, 2018, provides for continued support of the equipment replacement program for Cemetery and Park Services.

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

SECTION 1. The City Council authorizes interfund transfers as specified in Attachment "A" for the purposes of meeting City of Dayton's Cemetery and Park Services equipment replacement needs.

SECTION 2. The interfund transfers as prescribed in Attachment "A" shall not be exceeded by and must be completed no later than December 31, 2018.

SECTION 3. This Resolution shall take effect and be in full force upon its approval.

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

City of Dayton

By: Craig George, Mayor

Attested By:

Trina Cole, City Administrator

ATTACHMENT "A"

RESOLUTION NO. 1350

Approved 09/12/2018

INTERFUND TRANSFERS 2018

From	To	Amount
Current Expense (001) - Cemetery Services	Capital Improvements Fund (301)	\$ 7,029
Current Expense Fund - Park Services (001)	Capital Improvements Fund (301)	\$ 7,000
	TOTAL INTERFUND TRANSFERS 2018	\$ 14,029

Resolution No. 1349

Approved: 09/12/2018

RESOLUTION NO. 1349

A RESOLUTION OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON AUTHORIZING INTERFUND TRANSFERS FROM THE CURRENT EXPENSE FUND TO THE CAPITAL IMPROVEMENTS FUND IN SUPPORT OF THE 2018 BUDGET.

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

WHEREAS, the 2018 Budget authorized by the Dayton City Council on December 6, 2018, provides for continued support of the equipment replacement program for Cemetery and Park Services.

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

SECTION 1. The City Council authorizes interfund transfers as specified in Attachment "A" for the purposes of meeting City of Dayton's Cemetery and Park Services equipment replacement needs.

SECTION 2. The interfund transfers as prescribed in Attachment "A" shall not be exceeded by and must be completed no later than December 31, 2018.

SECTION 3. This Resolution shall take effect and be in full force upon its approval.

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

City of Dayton

By: Craig George, Mayor

Attested By:

Trina Cole, City Administrator

ATTACHMENT "A"

RESOLUTION NO. 1350

Approved 09/12/2018

INTERFUND TRANSFERS 2018

From	To	Amount
Current Expense (001) - Cemetery Services	Capital Improvements Fund (301)	\$ 7,029
Current Expense Fund - Park Services (001)	Capital Improvements Fund (301)	\$ 7,000
	TOTAL INTERFUND TRANSFERS 2018	\$ 14,029

Resolution No. 1349

Approved: 09/12/2018

**CITY OF DAYTON, WA
PROCLAMATION
SEPTEMBER 2018
CHILDHOOD CANCER AWARENESS MONTH**

WHEREAS, each year in the United States more than 15,000 children from birth to 19 years old were diagnosed with cancer, equal to about 42 childhood cancer diagnoses each day; and

WHEREAS, each year worldwide, there are more than 300,000 new childhood cancer diagnoses, equal to about every 3 minutes a family will hear the words 'Your child has cancer'; and

WHEREAS, although the five-year survival rate for childhood cancers has reached 80 percent, nearly 2,000 American children under the age of nineteen still die each year from cancer, making it the leading killer of children by disease; and

WHEREAS, those that do survive will face at least one chronic health condition later on in life – not limited, but including – heart, liver, lung damage, infertility, secondary cancers and growth deficits; and

WHEREAS, the causes of childhood cancer are largely unknown and more studies are needed to understand which treatments work best for children; and

WHEREAS, cancer treatment for children often must differ from traditional adult treatments to take into account children's developmental needs and other factors; and

WHEREAS, children including Layla Beckstrand are among the hundreds of children being treated for cancer in Washington State; and

WHEREAS, Washington is a caring state and community that supports children and families;
NOW, THEREFORE, the City Council of the City of Dayton, do hereby proclaim September 2018 as

CHILDHOOD CANCER AWARENESS MONTH

Dated this _____ of September, 2018

City of Dayton

By: Craig George, Mayor

**AGREEMENT FOR
PUBLIC WORK SERVICES
WASTEWATER TREATMENT PLANT BOILER IMPROVEMENT**

This agreement made and entered into, by and between the CITY OF DAYTON, a Municipal Corporation of the State of Washington, doing business at 111 S First Street, Dayton, Washington, hereinafter referred to as "CITY", and College Place Heating and Cooling, Inc., a state of Washington Corporation, doing business at 970 NE Rose Street, Walla Walla, WA 99324, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the purpose of this contract is to replace boiler for the digester at the Wastewater Treatment Plant; and

WHEREAS, City and Contractor desire to enter into an agreement to perform the said public works services; and

WHEREAS, the specific improvement to the Wastewater Treatment Plant is in furtherance of the City's and the public's interests.

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

1. **Purpose:** To replace the Wastewater Treatment Plant Digester Boiler as specifically described in Attachment "A", attached hereto and incorporated by this reference.
2. **Service Cost.** CONTRACTOR'S proposal of \$5,764.71, that of which includes sales tax, for the specific public work improvements as described in Attachment "A", was accepted by CITY on the 6th day of September, 2018.
3. **Timeline.** The term of this agreement shall be no less than the completion of specific public work repairs as described in Attachment "A". The work contemplated in Attachment "A" shall be completed as mutually agreed by the Parties, but not later than September 20, 2018.
4. **Scope of Work.** CONTRACTOR shall, in a good and workman like manner, consistent with industry practices in Southeastern Washington, perform the work described in Attachment "A".
5. **General Conditions.**
 - a. Compliance with Federal, State and Local Laws. CONTRACTOR agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, unfair practices and any other

statutes and regulations pertaining to the subject matter of this Agreement.

- b. Wage Requirements. This is a public works contract as prescribed in Chapter 39.04 RCW. The State of Washington prevailing wage rates applicable for this public works project, which is located in Columbia County, may be found at the at the Department of Labor and Industries: <http://fortress.wa.gov/line/wagelookup/prvWagelookup.aspx>. The applicable date for prevailing wages for this project is September 6, 2018, based on date the contract was executed between the Contractor and the City. Upon request by the Contractor, the City shall mail a hard copy of the applicable prevailing wages specific to this project.

- c. Indemnification. CONTRACTOR agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers in the performance of work pursuant to this agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the CITY harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work under this agreement. The provisions of this section shall survive the expiration or termination of this agreement with respect to any event occurring prior to expiration or termination.

For purposes of the foregoing indemnification provision only, and only to the extent of claims against CONTRACTOR by the CITY under such indemnification provision, CONTRACTOR specifically and expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. The indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- d. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

- e. Attorneys' Fees. Should any party be the substantially prevailing party in a lawsuit to enforce any of the terms of this agreement then the substantially prevailing party shall be entitled to reimbursement from the other party its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

- f. Assignment. No party to this Agreement may assign its rights or obligations arising from this Agreement, in whole or in part, without the prior written consent of the other party.

- g. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this agreement.
- h. Disputes. The laws of Washington State shall govern this Agreement. Venue for any action under this Agreement shall be in Columbia County, Washington.
- i. 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 or 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, CITY and CONTRACTOR caused this agreement to be executed this _____ day of _____, _____.

City of Dayton

By:



Craig George, Mayor

Owner

Attest:

Trina Cole, City Clerk-Treasurer

Approved as to form:

Quinn Plant, City Attorney

ATTACHMENT "A"

Contractor shall provide labor and materials to remove and dispose of existing digester and install:

1 - Weil McLain Boiler: CGA-7 (210,000 BTUH propane fired).

Price does not include a 2nd trip to relieve air out of the water circuit.

Price does not include any water treatment (probably not necessary).

Work shall be performed in accordance with the Washington State Department of Labor and Industries and the City of Dayton Standards for the improvement as specified above.

Contractor shall coordinate all work with the City Public Works Director or designee.



PO Box445
970 NE Rose St.
College Place, WA 99324

HEATING & AIR CONDITIONING

(509) 525-8073 (509) 525-8074 fax
OR CCS 1114293 [WA IICOLLEPH160RL [WA EL 1/COLLEPH005DC

Proposal

PROPOSAL SUBMITTED TO:

City of Dayton 111 S 1st Dayton WA 99328
JosNAMEAN <input type="checkbox"/> o c A 1 0 Dayton Wastewater Treatment Plant Boiler for digester

Date
5/14/2018

Home Phone
509 382-2361

Work Phone
509 382-2937

Fax
509 382-2539

We hereby submit specifications and estimates, subject to all terms and conditions as set forth as follows:

1- Weil McLain Boiler.
CGA-7 (210,000 BTUH propane fired).
Include necessary removal and installation.

\$4762. +tax

Price does not include a 2nd trip to relieve air out of the water circuit.
Price does not include any water treatment (probably not necessary).

5/14/2018 Add 10% = 5238. +tax

wwtpdayton@hotmail.com
Mike Bowhay 382-2937

8/15/2018 Add for expansion tank \$80. + tax

$$\begin{array}{r}
 \$5318.00 \\
 \times 0.083 \\
 \hline
 \cancel{\$441.39} = 440.21 \\
 \\
 \cancel{\$5759.39} \\
 5764.21
 \end{array}$$

NOTE: This proposal may be withdrawn by us if not accepted within 30 days

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date:-----

Signature:-----

Signature:-----

Jim Costello

From: Dennis Davis [dennisdavis@cpheat.com]
Sent: Wednesday, September 05, 2018 11:47 AM
To: jcostello@daytonwa.com
Subject: WASTEWATER BOILER

Cost with tax: \$5764.71
Business license: 600-129-164
Availability: 2 WEEKS {SEPT 19}



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Wheatland Insurance Center Inc PO Box 1127 229 SW First Pendleton OR 97801	CONTACT NAME: Karen Gipson CIC PHONE: (541) 276-7441 EMAIL: kgipson@wici.net	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance C INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC# 24082
	INSURED College Place Heating & Air P.O. Box 445 College Place WA 99324		

COVERAGES CERTIFICATE NUMBER: 18/19 Basic Cert REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TRM	LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	START DATE	EXPIRATION DATE	LIMITS
	A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [8] OCCUR LIMIT APPLIES PER: <input type="checkbox"/> LAG <input type="checkbox"/> J&C <input type="checkbox"/> LOC OTHER:		BKS58475895	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGES TO RENTED PREMISES /Ea occurrence \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
	A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAS58475895	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT /Ea accident \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE /Per accident \$ PIP-Basic \$ 10,000
		<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB H OCCUR CLAIMS-MADE OED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> EL EACH ACCIDENT \$ <input type="checkbox"/> EL DISEASE - EA EMPLOYEE \$ <input type="checkbox"/> EL DISEASE - POLICY LIMIT \$
	A	WA Stop Gap		BKS58475895	01/01/2018	01/01/2019	

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Dayton P O Box 339 Dayton OR 97114	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Address: PO BOX 445
COLLEGE PL

... & A/C INC

... as provided by LAW 88:

Master Electrician
(MESA) - HVAC/R/FRG

DAVIDSON

ET Date: (MESA) Exp Date: 11/6/2019

DAVIDSON
COLLEGE PL, WA 98526

State of Washington - Division of Building Safety

License Information:

[New search](#) [Back to results](#)

Entity name: COLLEGE PLACE HEATING & AIR CONDITIONING, INC.

Business name: COLLEGE PLACE HEATING/AIR CONDITION INC

Entity type: Profit Corporation

UBI#: 600-129-164 Business ID: 001 Location ID: 0001

Location: Open

Location address: 970 NE ROSE ST
COLLEGE PLACE WA 99324-2043 USA

Mailing address: PO BOX445
COLLEGE PLACE WA 99324-0445 USA

Excise tax account and reseller permit status: Open (View)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
College Place General Business				Active	Jan-31-2019	Jan-23-2012
Kennewick General Business	10869			Active	Jan-31-2019	Jan-01-1992
Richland Service Business	F03054			Active	Jan-31-2019	Mar-05-1970

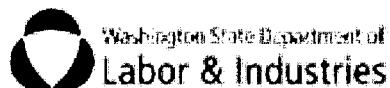
3 Rows

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
DAVIS, DENNIS R	

The Business Lookup information is updated nightly.
Search date and time: 9/6/2018 11:54:37 AM

Working together to fund Washington's future



I COLLEGE PLACE HTG & A/C INC

Owner or tradesperson

Principals

DAVIS, DENNIS R, PRESIDENT

DAVIS, DENNIS, AGENT

DAVIS, ANNE E

(End: 11/09/2015)

POBOX445

COLLEGE PLACE, WA 99324

509-525-8073

WALLA WALLA County

Doing business as

COLLEGE PLACE HTG & A/C INC

WA UBI No.

600 129 164

Business type

Corporation

Governing persons

ANNE

E

DAVIS

DENNIS R DAVIS;

License

Verify the contractor's active registration/ license/ certification (depending on trade) and any past violations.

Electrical Contractor

Active.**Meets current requirements.**

License specialties

HVAC/RFRG

License no.

COLLEPH005DC

Effective - expiration

03/03/2000- 03/20/2020

Designated administrator

DAVIS, DENNIS R

Active.**Meets current requirements.**

License type

Master Electrician

License no.

DAVISDR965P9

Bond

No bond accounts during the previous 6 year period.

Savings

(in lieu of bond)

\$4,000.00

Received by L&I

Effective date

02/28/2000

Release date

Impaired date

N/A

N/A

Savings account ID

1114876418

License Violations

Infraction no.

EJORP06504

Satisfied

Help us improve

9/6/2018

COLLEGE PLACE HTG & A/C INC

Issue date

06/12/2015

Violation city

COLLEGE PLACE

Type of violation

ELECTRICAL CITATION

Description

Employing an individual for the purposes of chapter 19.28 RCW who does not possess a valid certificate of competency or training certificate to do electrical work. (UNCERTIFIED INSTALLER GARY E MORELAND)

RCWNVAC

19.28.271 RCW

Violation amount

\$250.00

Infraction no.

ENEWH00273

Issue date

05/20/2013

Violation city

COLLEGE PLACE

Type of violation

ELECTRICAL CITATION

Description

Failing to get an inspection or obtain an electrical/telecommunications work permit or post a provisional electrical work permit prior to beginning the electrical/telecommunication installation or alteration as referenced in WAC 296-46B-901.

Satisfied

RCWNVAC

19.28.101 RCW

Violation amount

\$250.00

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

1_82,895-00

Account is current.

Doing business as

COLLEGE PLACE HEATING &

Estimated workers reported

Quarter 2 of Year 2018 "21 to 30 Workers"

L&I account contact

T4 / CASSANDRA SMITH (360)902-5632 - Email: SMCA235@lni.wa.gov

I Public Works Strikes and Debarments

Verify the contractor is eligible to perform work on public works projects.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace safety and health

No inspections during the previous 6 year period.

**AGREEMENT FOR
PUBLIC WORK SERVICES
MAIN STREET TREE TRIMMING**

This agreement made and entered into, by and between the CITY OF DAYTON, a Municipal Corporation of the State of Washington, doing business at 111 S First Street, Dayton, Washington, hereinafter referred to as "CITY", and Mark Lanning Tree Service, a state of Washington Sole Proprietor, doing business at 111 Jackson Rd., Dayton, WA 99328, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the purpose of this contract is trim and remove limb debris from a Main Street Sycamore Tree located near 338 E. Main Street, Dayton, WA 99328.

WHEREAS, City and Contractor desire to enter into an agreement to perform the said public works services; and

WHEREAS, the specific public works project is in furtherance of the City's and the public's interests.

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

1. **Purpose:** To trim and remove limb debris as specifically described in Attachment "A", attached hereto and incorporated by this reference.
2. **Service Cost.** CONTRACTOR'S proposal of \$514.50, that of which includes Washington State sales tax, for the specific public work improvements as described in Attachment "A", was accepted by CITY on the 6th day of September, 2018.
3. **Timeline.** The term of this agreement shall be no less than the completion of specific public work repairs as described in Attachment "A". The work contemplated in Attachment "A" shall be completed as mutually agreed by the Parties, but not later than September 20, 2018.
4. **Scope of Work.** CONTRACTOR shall, in a good and workman like manner, consistent with industry practices in Southeastern Washington, perform the work described in Attachment "A".
5. **General Conditions.**
 - a. Compliance with Federal, State and Local Laws. CONTRACTOR agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, unfair practices and any other

statutes and regulations pertaining to the subject matter of this Agreement.

- b. Wage Requirements. This is a public works contract as prescribed in Chapter 39.04 RCW. The State of Washington prevailing wage rates applicable for this public works project, which is located in Columbia County, may be found at the at the Department of Labor and Industries: <http://fortress.wa.gov/line/wagelookup/prvWagelookup.aspx>. The applicable date for prevailing wages for this project is September 6, 2018, based on date the contract was executed between the Contractor and the City. Upon request by the Contractor, the City shall mail a hard copy of the applicable prevailing wages specific to this project.
- c. Indemnification. CONTRACTOR agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers in the performance of work pursuant to this agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the CITY harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work under this agreement. The provisions of this section shall survive the expiration or termination of this agreement with respect to any event occurring prior to expiration or termination.

For purposes of the foregoing indemnification provision only, and only to the extent of claims against CONTRACTOR by the CITY under such indemnification provision, CONTRACTOR specifically and expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. The indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- d. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.
- e. Attorneys' Fees. Should any party be the substantially prevailing party in a lawsuit to enforce any of the terms of this agreement then the substantially prevailing party shall be entitled to reimbursement from the other party its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

- f. Assignment. No party to this Agreement may assign its rights or obligations arising from this Agreement, in whole or in part, without the prior written consent of the other party.
- g. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this agreement.
- h. Disputes. The laws of Washington State shall govern this Agreement. Venue for any action under this Agreement shall be in Columbia County, Washington.
- i. 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 or 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, CITY and CONTRACTOR caused this agreement to be executed this ____ day of _____, ____.

City of Dayton

By:



Craig George, Mayor

Owner

Attest:

Trina Cole, City Clerk-Treasurer

Approved as to form:

Quinn Plant, City Attorney

ATTACHMENT "A"

Contractor shall provide labor and materials to trim and remove limb debris from one Main Street Sycamore Tree located near 338 E. Main Street, Dayton, WA, 99328.

Contractor shall coordinate all work with the adjacent property owners and the City Public Works Director or designee.

Mark Lanning Tree Service

Contractor's License #: MARKLTS989B9

(509) 337-8122

Bonded and Insured

Tree Trimming Estimate For:

City of Dayton

Location of estimate: Main Street Sycamore Tree by law office

Remove limbs over buildings

Rake and clean up all debris

\$500.00 plus sales tax

*Mark Lanning, owner and operator*_____



6USINE:SS...1C.ENSE

STATE OF
WASHINGTON

Sole. Pr. oprietorshl.p

Unified Business IDI: 601 388 629

Business ID I: 1

Location: 2

THOMAS L NING
F. O. LARKANNING TREE SERVICE
m. JACK ON RD ..
DAYTON WA99328.8606

TAX REGISTRATION

REGISTERED TRADE NAMES:
MARK LANNING TREE SERVICE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies that the information is complete, true, and accurate to the best of his or her knowledge and that the business will be conducted in compliance with all applicable Washington state/county and city regulations.

7:51
Director / Office of Professional Service Regulation

Department of Labor and Industries
PO Box 44450
Olympia, WA 98504-4450

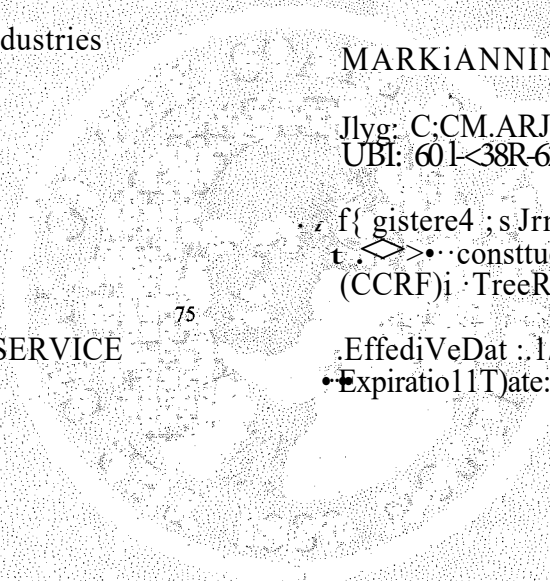
MARK ANNING TREE SERVICE

License: C:CM:ARJ(LTS989B9)
UBI: 601-38R-629

Registered as:
Construction Contractor
(CCRF) - Tree Removal Service

MARK ANNING TREE SERVICE
111 JACKSON RIJ
DAYTON WA 99328

Effective Date: 1/29/2002
Expiration Date: 2/8/2020



Effective Date: 08/17/2018 12:01 A.M. at your mailing address

Policy No: WS010294

Named Insured:

Mark Lanning DBA Mark Lanning Tree Service

LIMITS OF INSURANCE

Each Occurrence Limit	\$ 1,000,000
Damage To Premises Rented To You Limit	\$ 100,000 Any One Premises
Medical Expense Limit	\$ 5,000 Any One Person
Personal and Advertising Injury Limit	\$ 1,000,000 Any One Person or Organization
General Aggregate Limit	\$ 2,000,000
Products/Completed Operations Aggregate Limit	\$ 2,000,000

BUSINESS INFORMATION

Form of Business: Individual Joint Venture Partnership Limited Liability Company Trust
 Organization, including a Corporation (but not including a partnership, joint venture, trust or limited liability company.)

Loc.# Address of All Premises (Including Zip Code) That You Own, Rent or Occupy

001 111 Jackson Rd Dayton WA 99328

PREMIUM

Loc. #	Classification	Code No.	Premium Base	Rate		Advance Premium	
				Pr/CO	All Other	Pr/CO	All Other
001	Tree Pruning, Dusting, Spraying, Repairing, Trimming or Fumigating. Products-completed operations are subject to General Aggregate Limit.	99777	pt 17,800	Included	42.610 \$	Included	\$ 758.00
				Subline Premiums		\$.00	\$ 758.00
				Total Advance Premium		\$ 1,000.00	MP

FORMS AND ENDORSEMENTS

The schedule of coverage declarations, forms and endorsements shown on S1 D-ILS make up your policy as of the effective date shown above.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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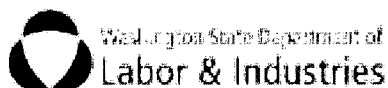
[My L&I](#)

[Safety & Health](#)

[Claims & Insurance](#)

[Workplace Rights](#)

[Trades & Licensing](#)



MARK LANNING TREE SERVICE

Owner or tradesperson
LANNING, THOMAS MARK
 Principals
 LANNING, THOMAS MARK, OWNER

111 JACKSON RD
 DAYTON, WA 99328
 509-337-8122
 COLUMBIA County

WAUBI No.
 601 388 629

Business type
 Individual

License

Verify the contractor's active registration/ license/ certification (depending on trade) and any past violations.

Construction Contractor

Active .
Meets current requirements.

License specialties

Tree Removal Service

License no.

MARKLTS989B9

Effective - expiration

01/29/2002- 02/08/2020

Bond

Western Surety Co

\$6,000.00

Bond account no.

62281982

Received by L&I

01/29/2015

Effective date

01/29/2015

Expiration date

Until Canceled

Bond history

Insurance

Northfield Ins Co

\$1,000,000.00

Policy no.

WS010294

Received by L&I

05/16/2018

Effective date

05/17/2015

Expiration date

05/17/2019

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

[Help us improve](#)

Workers' comp

No active workers' comp accounts during the previous 6 year period.

I Public Works Strikes and Debarments

Verify the contractor is eligible to perform work on public works projects.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace safety and health

No inspections during the previous 6 year period.

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License Information:

[New search](#) [Back to results](#)

Entity name: LANNING, THOMAS M
Business name: MARK LANNING TREE SERVICE
Entity type: Sole Proprietor
UBI#: 601-388-629 **Business ID:** 001 **Location ID:** 0002
Location: Open

Location and Mailing address: 111 JACKSON RD
 DAYTON WA 99328-8606 USA

[View Additional Locations](#)

Excise tax account and reseller permit status: Open (View)

Governing People May include governing people not registered With Secretary of State

Governing people	Title
LANNING, THOMAS M	

Registered Trade Names

Registered trade names	Status	First issued
MARK LANNING TREE SERVICE	Active	Feb-15-2016

The Business Lookup information is updated nightly.
 Search date and time: 9/6/2018 12:05:48 PM

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My DOR

My DOR Unauthenticated

Business Lookup

LANNING, THOMAS M

Tax Information

[New search](#)[Back to results](#)**Entity name:** LANNING, THOMAS M**Entity type:** Sole Proprietor**DBA name:** MARK LANNING TREE SERVICE**Excise tax account ID#:** 601-388-629**UBI#:** 601-388-629**Opened:** March 1, 1992**Closed:****Mailing address:** 111 JACKSON RD
DAYTON WA 99328-8606 USA**NAICS:** 561730 - Landscaping Services

Reseller Permit(s)

[Filter](#)

Reseller permit#	Status	Effective date	Expiration date
A04112221	Active	Jan-01-2018	Dec-31-2021
A04112217	Expired	Jan-01-2014	Dec-31-2017
A04112213	Expired	Jan-01-2010	Dec-31-2013

3 Rows

Business License Locations

[Filter](#)

Business name	License account ID#	Location address
MARK LANNING TREE SERVICE	601388629-001-0002	111 JACKSON RD DAYTON WA 99328-8606
THOMAS M LANNING	601388629-001-0001	RT 1 BOX 113 DAYTON WA 99328

2 Rows

The Business Lookup information is updated nightly.
Search date and time: 9/6/2018 12:06:17 PM

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My DOR

My DOR Unauthenticated

Business Lookup

LANNING, THOMAS M

Tax Information

[New search](#)[Back to results](#)**Entity name:** LANNING, THOMAS M**Entity type:** Sole Proprietor**DBA name:** MARK LANNING TREE SERVICE**Excise tax account ID#:** 601-388-629**UBI#:** 601-388-629**Opened:** March 1, 1992**Closed:****Mailing address:** 111 JACKSON RD
DAYTON WA 99328-8606 USA**NAICS:** 561730 - Landscaping Services

Reseller Permit(s)

[Filter](#)

Reseller permit#	Status	Effective date	Expiration date
A04112221	Active	Jan-01-2018	Dec-31-2021
A04112217	Expired	Jan-01-2014	Dec-31-2017
A04112213	Expired	Jan-01-2010	Dec-31-2013

3 Rows

Business License Locations

[Filter](#)

Business name	License account ID#	Location address
MARK LANNING TREE SERVICE	601388629-001-0002	111 JACKSON RD DAYTON WA 99328-8606
THOMAS M LANNING	601388629-001-0001	RT 1 BOX 113 DAYTON WA 99328

2 Rows

The Business Lookup information is updated nightly.
Search date and time: 9/6/2018 12:06:17 PM

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RESOLUTION NO. 1348

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF DAYTON, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN AN INTERLOCAL
AGREEMENT FOR PLANNING DEPARTMENT
SERVICES WITH COLUMBIA COUNTY**

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

WHEREAS, the City continues to need planning services; and

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

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

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

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

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

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

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

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

Dated and signed this _____ day of _____, 2018.

CITY OF DAYTON

Craig George, Mayor

Attest:

Trina Cole, City Administrator

Interlocal Agreement

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

This Interlocal Agreement is made and entered into this _____ day of _____, 2018, by and between the City of Dayton, Washington, a municipal corporation ("City"), and Columbia County, Washington, a political subdivision of Washington State ("County").

WHEREAS, the City and County are public agencies and authorized to enter into interlocal agreements pursuant to Ch. 39.34 RCW; and

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

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

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

1. Services to be Provided: Subject to the terms and conditions set forth below, the County will provide the City with current and long-range planning related services. The County will provide planning services on an as-needed basis upon the reasonable request of the City. The City will cooperate and assist the County to the extent necessary to provide these planning services. A member of the County's Planning Department staff will attend City meetings as reasonably necessary to meet the planning needs of the City.

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

3. Legal Representation: The City acknowledges that it is not represented by the County or the County's legal department. The City has its own legal counsel. If in the performance of any planning services on behalf of the City pursuant to this Agreement the County's Planning and Building Department requires legal advice or

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

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

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

6. Termination: Either Party may terminate this Agreement with thirty (30) days written notice. Upon termination, the City shall only be obligated to pay for services provided up to the day of termination on a pro rata basis.

7. Breach: Should either party fail to substantially fulfill the requirements of this Agreement, the non-breaching party may give the breaching party at least 60 days' prior written notice, provided that such notice will not result in termination if the breaching party cures that breach before the 60-day period elapses. In the case of termination pursuant to this section, the City is only obligated to pay for services provided by the County on a pro rata basis up to the day of termination.

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

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

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

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

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

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

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

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

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

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

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

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

City of Dayton, Washington

Craig George, Mayor

Date

Attested by:

Trina Cole, City Clerk-Treasurer

Date

Approved as t form:

Quinn Plant, City Attorney

Date

Columbia County, Washington

Michael Talbott, Commissioner

Date

Merle Jackson, Commissioner

Date

Norm Passmore, Commissioner

Date

Approved as to form:

Rea Cullwell, Prosecuting Attorney

Date

RESOLUTION NO. 1350

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A NON-JUDICIAL
AGREEMENT REGARDING MANAGEMENT OF THE HEDWIG DAVIS
ENDOWMENT TRUST**

WHEREAS, the Hedwig Davis Endowment Trust was created to benefit and support the LIBRARY to provide library services to the Dayton community; and

WHEREAS, the City is the current manager and custodian of the Trust funds;

WHEREAS, interest on the Trust principle is distributed to the DISTRICT to be used for the LIBRARY; and

WHEREAS, the DISTRICT determines how these funds will be used to support and enhance library services.

WHEREAS, the CITY joined the DISTRICT by annexation in 2009.

WHEREAS, both the CITY and the DISTRICT seek to have the Trust funds managed directly by the DISTRICT for the benefit of the LIBRARY.

WHEREAS, the CITY and the DISTRICT acknowledge that the DISTRICT is capable of managing the Trust principle subject to any restrictions placed on a junior taxing district under Washington State law; and,

WHEREAS, moreover, allowing the DISTRICT to manage the funds directly will relieve the CITY of the obligation of managing the Trust principle and distributing the income to the DISTRICT.

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

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Dayton a non-judicial agreement regarding management of the Hedwig Davis Endowment Trust with Columbia County Rural Library District in the form attached hereto as Exhibit "A."

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

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

Dated and signed this _____ day of _____, 2018.

CITY OF DAYTON

Craig George, Mayor

Attest:

Trina Cole, City Clerk-Treasurer

Approved as to Form:

Quinn N. Plant, City Attorney

Exhibit "A"

NON-JUDICIAL AGREEMENT REGARDING MANAGEMENT OF THE
HEDWIG DAVIS ENDOWMENT TRUST

THIS AGREEMENT is made and entered into this _____ day of _____ 2018,
by and between the CITY OF DAYTON ("CITY"), Custodian; and the COLUMBIA
COUNTY RURAL LIBRARY DISTRICT ("DISTRICT"), on behalf of the DAYTON
MEMORIAL LIBRARY.

RECITALS

1. The Hedwig Davis Endowment Trust was created to benefit and support the LIBRARY to provide library services to the Dayton community. The CITY is the current manager and custodian of the Trust funds. Interest on the Trust principle is distributed to the DISTRICT to be used for the LIBRARY. The DISTRICT determines how these funds will be used to support and enhance library services.

2. The CITY joined the DISTRICT by annexation in 2009.

3. Both the CITY and the DISTRICT seek to have the Trust funds managed directly by the DISTRICT for the benefit of the LIBRARY. The CITY and the DISTRICT acknowledge that the DISTRICT is capable of managing the Trust principle subject to any restrictions placed on a junior taxing district under Washington State law. Moreover, allowing the DISTRICT to manage the funds directly will relieve the CITY of

Attachment "A"

the obligation of managing the Trust principle and distributing the income to the DISTRICT.

4. The DISTRICT agrees to accept the transfer of Trust principle, shall accept the role as custodian and manager of the Trust subject to all requirements and restrictions imposed by Washington State law, and will continue to appropriate the funds to ensure library services.

5. The CITY agrees to relinquish its rights and responsibilities to control the Trust assets and transfer them to the DISTRICT.

6. The LIBRARY further agrees to hold the CITY harmless from any and all liability relating to the Trust upon transfer

DATED this ____ day of _____, 2018.

CITY OF DAYTON, Custodian

By _____
Its _____

COLUMBIA COUNTY RURAL LIBRARY
DISTRICT,
Custodian

By _____

Attachment "A"

Its Chairman of the Board _____

Attachment "A"

STATE OF _____)
) ss
County of _____)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of the City of Dayton, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

Given under my hand and official seal this _____ day of _____, 2018.

Notary Public for the State of
_____, residing at _____

STATE OF WASHINGTON)
) ss
County of Columbia)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the Chairman of the Board of Dayton Memorial Library, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

Given under my hand and official seal this _____ day of _____, 2018.

Notary Public for the State of
Washington, residing at Dayton

RESOLUTION NO. 1351

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AMENDED
AGREEMENT OF ANNEXATION BETWEEN THE CITY OF DAYTON AND
COLUMBIA COUNTY RURAL LIBRARY DISTRICT**

WHEREAS, Columbia County Rural Library District ("District") was created as a result of an election held November 8, 2005, and the City of Dayton ("City") and the District are both located in Columbia County and have contiguous boundaries and borders; and

WHEREAS, the City and the District entered into an annexation agreement on February 9, 2009, which was approved by special election on August 18, 2009; and

WHEREAS, the City has managed Trust funds created for the purpose of supporting public Library Services in the City of Dayton; and

WHEREAS, the City and the District desire to amend the terms and conditions of annexation of the City to the District to allow the District to manage the principle of trust funds existing for the benefit of the Dayton Memorial Library currently managed by the City and receive the proceeds of other such funds directly, without first being sent to the City; and

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

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Dayton an amended agreement of annexation between the City of Dayton and Columbia County Rural Library District in the form attached hereto as Exhibit "A."

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

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

Dated and signed this _____ day of _____, 2018.

CITY OF DAYTON

Craig George, Mayor

Attest:

Trina Cole, City Clerk-Treasurer

Approved as to Form:

Quinn N. Plant, City Attorney

Exhibit "A"

AMENDED AGREEMENT OF ANNEXATION BETWEEN THE CITY OF DAYTON AND THE COLUMBIA COUNTY RURAL LIBRARY DISTRICT

THIS AGREEMENT AMENDS THE 2009 ANNEXATION AGREEMENT ("the "Amended Agreement") and is made this ____ day of _____, 2018, by and between the City of Dayton, Washington, a municipal corporation of the State of Washington, hereinafter referred to as the "City," and the Columbia County Rural Library District, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Washington and authorized to provide library services, hereinafter referred to as the "District."

I. RECITALS

WHEREAS, the District was created as a result of an election held November 8, 2005, and the City and the District are both located in Columbia County and have contiguous boundaries and borders; and

WHEREAS, the City and the District entered into an annexation agreement on February 9, 2009, which was approved by special election on August 18, 2009; and

WHEREAS, the City has managed Trust funds created for the purpose of supporting public Library Services in the City of Dayton; and

WHEREAS, the City and the District desire to amend the terms and conditions of annexation of the City to the District to allow the District to manage the principle of trust funds existing for the benefit of the Dayton Memorial Library currently managed by the City and receive the proceeds of other such funds directly, without first being sent to the City; and

NOW THEREFORE, in consideration of mutual promises and covenants herein contained, it is hereby agreed as follows:

II. AMENDED AGREEMENT

1. Purpose. The purpose of this amendment is to continue and expand the resources available for the operation of a library facility and Delany Building in the City of Dayton for the benefit of residents of Columbia County and the City of Dayton, and ease the burden on the City of managing the trust funds.

2. TERMS.

2.1 Obligations of the City. Effective the ____ day of _____, 2018, the City, shall transfer the principle of the Hedwig Davis Memorial Trust directly to the District, which will manage the trust funds and serve as custodian of the funds purposes of providing Library

Services to the residents of the City of Dayton and the surrounding unincorporated area of Columbia County, Washington. In addition, the City hereby consents to the District receiving income from the Delany Trust and Peabody Endowment directly from the Trust managers to be used for the benefit of the Library.

2.1.1(a) Hedwig Endowment. The District shall assume control of the Hedwig Davis Endowment trust fund with all future income and interest earned by this endowment to be used by the District exclusively for the provision of Library Services as provided in the trust documents.

2.1.1(b) Delany Trust. All of the interest income produced each year from the Delany Trust shall be distributed directly to the District, in lieu of the City, for use by the District exclusively for the purpose of maintaining the Delany Building in accordance with the requirements of the Delany Will documents.

3. GENERAL CONDITIONS

3.1 Entire Agreement. This Amended Agreement shall amend the original Annexation Agreement of February 9, 2009 and, together, constitute the entire agreement between the two parties. Both parties acknowledge that all prior Agreements, written or oral, in conflict herewith, are null and void. If any part of this Amended Agreement is proved to be invalid, the rest of the full Agreement shall remain binding.

3.2 Assignability. No party shall assign or transfer any interest in this Amended Agreement (by assignment or novation) without prior written consent of the other party, formally adopted and approved by their appropriate officials.

3.3 Amendments. The parties hereby further agree that this Amended Agreement cannot be modified, or extended without the written concurrence of all parties, formally adopted and approved by their appropriate officials.

3.4 Notices. Any notices required to be given by the parties shall be in writing and delivered to the parties at the following addresses:

Columbia County Rural Library District
PO Box 74
Dayton WA 99328

City of Dayton
111 South First Street
Dayton WA 99328

3.5 Disputes. The laws of Washington State shall govern this Amended Agreement. Venue for any action under this Amended Agreement shall be in Columbia County, Washington. In the event of any dispute or litigation involving this Amended Agreement, the substantially prevailing party shall be entitled to recover all costs of suit, including reasonable attorney's fees.

3.6 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.

3.7 Partial Invalidity. Should any provision of this Amended Agreement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Amended Agreement shall remain in full force and effect unimpaired by the holding.

DATED this _____ day of _____, 2018.

Columbia County Rural Library District
Board of Trustees

City of Dayton, Washington

By: _____ By: _____
Tanya Patton, Chair Craig George, Mayor

Attest: Approved as to form:

By: _____ By: _____
Trina Cole, City Administrator City Attorney's Office

CHANGE ORDER

Change Order No.: 3

Date: August 22, 2018

Project/Contract: FEMA Street Repairs Project

Owner: City of Dayton, Washington

To (Contractor): Humbert Asphalt, Inc.

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

Description of Changes (Supplemental Description, Plans and Specifications Attached, as applicable)		DECREASE in Contract Price	INCREASE in Contract Price
3-1	Reduce Bid Item C3, Cement Concrete Traffic Curb or Curb and Gutter (Hand Set), from 500 LF to 110 LF	(\$11,700.00)	
3-2	Add New Bid Item Cement Concrete Traffic Curb (Curb Machine) (900 LF at \$20/LF)		\$18,000.00
Subtotal		(\$11,700.00)	\$18,000.00
Sales Tax (N/A)		\$0.00	\$0.00
TOTAL		(\$11,700.00)	\$18,000.00
Net Change in Contract Price			\$6,300.00

JUSTIFICATION:

During removal of the existing curb on Washington Street between 4th Street and 5th Street, it was discovered the existing curb was in very poor condition. The Contract includes small sections of curb to be removed and replaced with hand set curb. The Contractor offered a price reduction from \$30/LF to \$20/LF if all curb on this block was replaced and could be done with a curb machine. The attached plan sheets show curbing that will be replaced with a curb machine.

The amount of the Contract will be increased by the sum of: \$6,300.00

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

The Contract total including this and previous Change Orders will be: \$779,576.26

Seven hundred seventy-nine thousand five hundred seventy-six and 26/100 ----- Dollars

The Contract period provided for completion will be increased 5 working days.

Revised Date of Substantial Completion: October 24, 2018

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

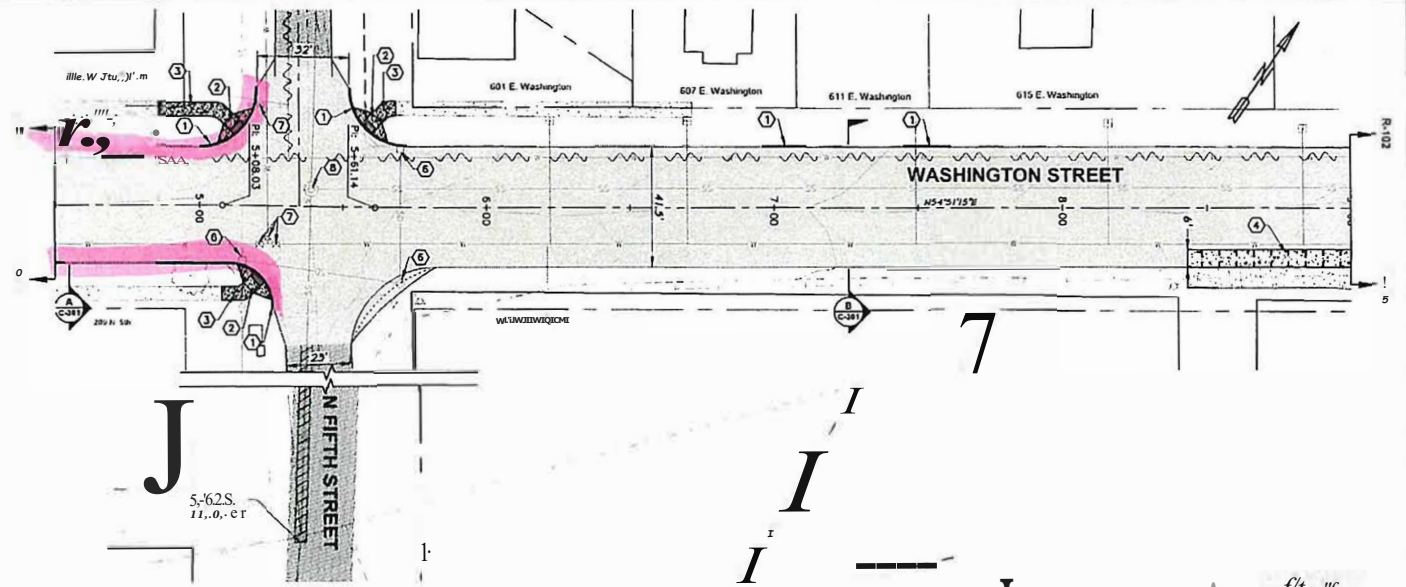
Approved  Humbert Asphalt, Inc. 8/22/18 (Date)

Recommended  ... M7FG4,tI Anderson Perry & Associates, Inc. August 22, 2018 (Date)

Approved _____ City of Dayton, Washington (Date)

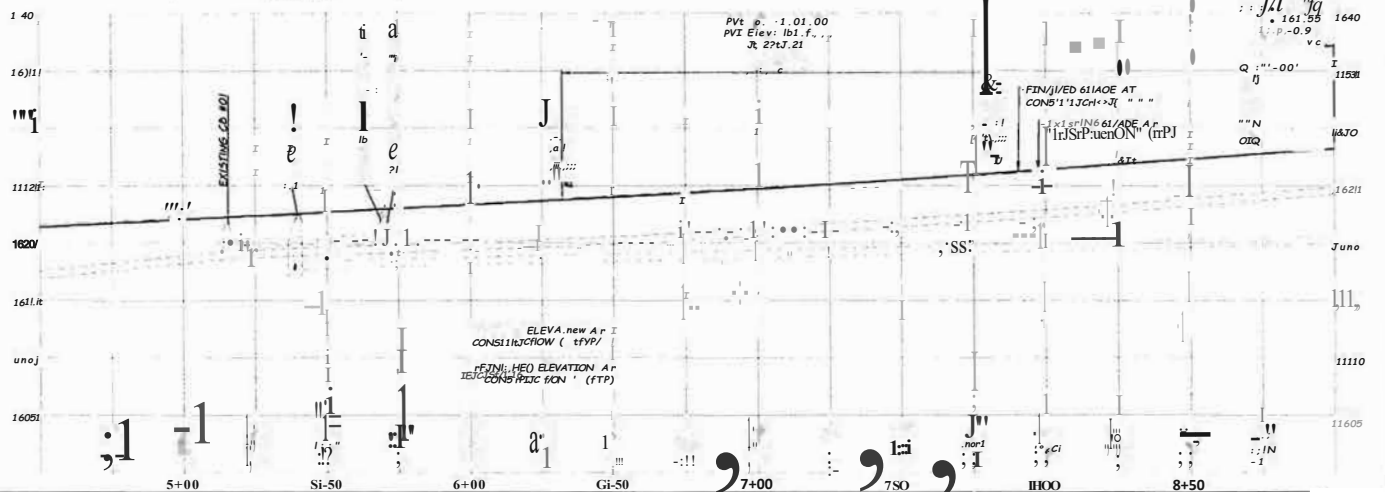
STREET CONSTRUCTION NOTES

- (D) MARKED WITH J, L, O, S, T, U, V, W, X, Y, Z AS PER PERMITS
- PERMIT # 15-03 CONSTRUCTION W/ W/ O R ...
- CONTRACT # 11-12 SIDEWALK PER CITY OF DAYTON BY ACTION # 12-2-5. CONSTRUCTION OF SIDEWALK TO EXISTING SIDEWALK. LOCATION OF EXISTING SIDEWALK IS SHOWN IN APPROXIMATE CONSTRUCTION TO VERIFY IN FIELD.
- GENERAL CONCRETE PAVEMENT PER OFFICE OF STREETS, O.S.
- AS NOTED IN FIELD
- AS NOTED EXISTING CURB TO BE GRADED.
- AS NOTED EXISTING WATER VALVE TO BE GRADED.
- AS NOTED EXISTING MANHOLE TO BE GRADED.



LEGEND

- PAVEMENT RESTORATION (CONCRETE)
- PAVEMENT RESTORATION (ASPHALT)
- PAVEMENT RESTORATION (GRAVEL)
- PAVEMENT RESTORATION (GRAVEL)
- PAVEMENT RESTORATION (GRAVEL)
- PAVEMENT RESTORATION (GRAVEL)
- PAVEMENT RESTORATION (GRAVEL)
- PAVEMENT RESTORATION (GRAVEL)
- PAVEMENT RESTORATION (GRAVEL)
- PAVEMENT RESTORATION (GRAVEL)



<p>ADAM G. SCHMIDT STATE OF WASHINGTON REGISTERED PROFESSIONAL ENGINEER #4227</p>		<p>DATE: 9/8-150 DRAWN: APRIL 16 2018 PROJECT: 11-06 SHEETS.dwg SHEET: 11 OF 11</p>	<p>ADAMSON A. J. J. CIVIL WASHINGTON, OHIO</p>	<p>CITY OF DAYTON, OHIO 201a WASHINGTON ST PLAN AND PROFILE STA 460 TO STA 900</p>	<p>SHEET R-102 11 OF 11</p>
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RESOLUTION NO. 1352

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AWARDING A PUBLIC WORKS CONTRACT FOR PAVEMENT REPAIR SERVICES ON W. WASHINGTON STREET AND N. COTTONWOOD STREET BEGINNING AT N. FRONT STREET ENDING AT N. E. PATIT AVENUE TO HUMBERT ASPHALT, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH HUMBERT ASPHALT, INC. FOR SAID WORK.

WHEREAS, the City of Dayton (“City”) desires to perform pavement repairs to W. Washington Street and N. Cottonwood Street beginning at N. Front Street and ending at Patit Avenue (“Project”); and

WHEREAS, the Project is considered a Public Works Contract as defined in RCW 39.04.010;

WHEREAS, the City used Municipal Research Services Center Rosters to select a qualified company as prescribed by RCW 35.23.352 to complete the Project; and

WHEREAS, City Council Finance Committee (“Committee”) met on September 4, 2018 to discuss the Project in detail; and

WHEREAS, the Committee makes recommendation to select Humbert Asphalt, Inc., to perform the pavement repair services as outline in Attachment “A”; and

WHEREAS, the City Council constitutes the legislative authority of the City of Dayton and deems this to be in the best interest of the city; and

WHEREAS, the Committee is requesting that the City Council award the public works contract to Humbert Asphalt, Inc., and that the Mayor be granted the authority to execute said Public Works Contract with Humbert Asphalt, Inc., to perform the Project in the total lump sum amount of \$55,000.

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

Section 1. Bid Award. The City Council hereby awards the public works contract for pavement repair services to Humbert Asphalt, Inc., in the form attached hereto as Exhibit "A."

Section 2. Authorization. The Mayor is hereby authorized to execute a Public Works Construction Contract with Humbert Asphalt, Inc., to perform the pavement repair services to W. Washington Street and N. Cottonwood Street beginning at N. Front Street and ending at W. Patit Avenue in the total lump sum amount of \$55,000.00.

**PASSED BY THE CITY COUNCIL ON THE _____ DAY OF _____,
2018.**

City of Dayton

Craig George, Mayor

Attest:

Trina Cole, City Administrator

**AGREEMENT FOR
PUBLIC WORK PAVEMENT REPAIR SERVICES**

This agreement made and entered into, by and between the CITY OF DAYTON, a Municipal Corporation of the State of Washington, doing business at 111 S. First Street, Dayton, Washington, hereinafter referred to as "CITY", and Humbert Asphalt, Inc., a state of Washington Corporation, doing business at 84899 Highway 11, Milton-Freewater, OR 97862, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the purpose of this contract is to perform pavement repair on W. Washington Avenue to Cottonwood Avenue beginning at N. Front Street and ending at Patit Avenue; and

WHEREAS, City and Contractor desire to enter into an agreement to perform the said public works repairs; and

WHEREAS, the specific repair work is in furtherance of the City's and the public's interests.

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

1. **Purpose:** To complete pavement repairs as specifically described in Attachment "A", attached hereto and incorporated by this reference.
2. **Service Cost.** CONTRACTOR'S lump sum of \$55,000.00 for the specific public work repairs as described in Attachment "A", was accepted by CITY on the 12th day of September, 2018.
3. **Timeline.** The term of this agreement shall be no less than the completion of specific public work repairs as described in Attachment "A". The work contemplated in Attachment "A" shall be completed as mutually agreed by the Parties, but not later than _____.
4. **Scope of Work.** CONTRACTOR shall, in a good and workman like manner, consistent with industry practices in Southeastern Washington, perform the work described in Attachment "A".
5. **General Conditions.**
 - a. Compliance with Federal, State and Local Laws. CONTRACTOR agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, unfair practices and any other statutes and regulations pertaining to the subject matter of this Agreement.

- b. Wage Requirements. This is a public works contract as prescribed in Chapter 39.04 RCW. The State of Washington prevailing wage rates applicable for this public works project, which is located in Columbia County, may be found at the at the Department of Labor and Industries: <http://fortress.wa.gov/line/wagelookup/prvWagelookup.aspx>. The applicable date for prevailing wages for this project is September 12, 2018, based on date the contract was executed between the Contractor and the City. Upon request by the Contractor, the City shall mail a hard copy of the applicable prevailing wages specific to this project.

- c. Indemnification. CONTRACTOR agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers in the performance of work pursuant to this agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the CITY harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work under this agreement. The provisions of this section shall survive the expiration or termination of this agreement with respect to any event occurring prior to expiration or termination.

For purposes of the foregoing indemnification provision only, and only to the extent of claims against CONTRACTOR by the CITY under such indemnification provision, CONTRACTOR specifically and expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. The indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- d. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

- e. Attorneys' Fees. Should any party be the substantially prevailing party in a lawsuit to enforce any of the terms of this agreement then the substantially prevailing party shall be entitled to reimbursement from the other party its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

- f. Assignment. No party to this Agreement may assign its rights or obligations arising from this Agreement, in whole or in part, without the prior written consent of the other party.

- g. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this agreement.
- h. Disputes. The laws of Washington State shall govern this Agreement. Venue for any action under this Agreement shall be in Columbia County, Washington.
- i. 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, CITY and CONTRACTOR caused this agreement to be executed this _____ day of _____, _____.

City of Dayton

By:

Craig George, Mayor

Owner

Attest:

Trina Cole, City Clerk-Treasurer

Approved as to form:

Quinn Plant, City Attorney

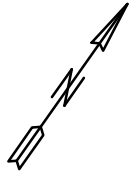
Attachment "A"

Contractor shall complete an overlay of West Washington Street from North Front Street to North Cottonwood Street, and North Cottonwood Street from West Washington Street to West Patit Avenue. The overlay area is approximately 780' long x 18' wide. The work shall be completed per the attached exhibit, City of Dayton standard plans, WSDOT Standard Specifications, and per the following description.



- Excavate and install approximately 130 SY of 8" thick CSTC at the intersection of West Washington Street and North Cottonwood Street.
- Install CSTC shoulder rock 2'-4' wide along both sides of the overlay area to transition the new pavement to existing ground.
- Clean and tack coat West Washington Street and North Cottonwood Street prior to the prelevel.
- Pre-level West Washington Street and North Cottonwood Street prior to completing the overlay. It is assumed that the pre-level thickness will average 1".
- Overlay West Washington Street and North Cottonwood Street with a minimum of 2" thick HMA CL. ½". PG 64-28.
- Adjust existing utility casting(s) to grade within the overlay area.

All work shall be completed no later than November 15, 2018.

All work will be completed for the lump sum price of \$55,000.



LEGEND

-  PRELEVEL AND 2" OVERLAY, 2' WIDE SHOULDER ROCK, UTILITY ADJUSTMENTS
-  8" CSTC, PRELEVEL, 2" OVERLAY



CITY OF
DAYTON, WASHINGTON

WEST WASHINGTON AVE AND COTTONWOOD ST
OVERLAYS

FIGURE
1