



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

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PRELIMINARY AGENDA  
REGULAR MEETING  
Wednesday, December 19, 2018  
6:00 p.m.  
*Craig George, Mayor*

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1. CALL TO ORDER
  - A. Roll Call
2. CONSENT AGENDA – ACTION:
  - A. Approve Minutes for:
    - i. November 14, 2018
    - ii. November 28, 2018
    - iii. December 5, 2018
  - B. Approve of Voucher Warrants as audited by the Finance Committee
  - C. Approve of Payroll Warrants for December 13, 2018
3. SPECIAL GUESTS AND PUBLIC COMMENT
  - A. Public Hearing – To receive public testimony regarding PocketiNet’s application for a non-exclusive telecommunications franchise permit/agreement – Notice published in Official Newspaper November 29 and December 6, 2018
    - i. ACTION: Authorize Ordinance No. 1943, Granting a Non-Exclusive Telecommunications Franchise to PockiNet Communications, Inc., a Corporation, Legally Authorized to Conduct Business in the State of Washington, for the Purpose of Constructing, Operating, and Maintaining a Telecommunications System in the Public Rights-Of-Way in the City, Providing Severability; and Establishing an Effective Date
4. COMMITTEE/BOARD/COMMISSION REPORTS
5. REPORTS OF CITY OFFICERS
  - A. Code Compliance Update – Meagan Bailey, Planning Director
  - B. Vision/Mission Statement Update – Meagan Bailey, Planning Director
6. UNFINISHED BUSINESS
  - A. ACTION: Authorize Resolution No. 1360, authorizing a Lodging Excise Tax Agreement between the City and Dayton Chamber of Commerce for fiscal year 2019
7. NEW BUSINESS
  - A. ACTION: Authorize Resolution No. 1361, authorizing an amendment to Section 3.A - Services, of the agreement for legal services between the Menke Jackson Beyer, LLP, Attorneys at Law
  - B. ACTION: Authorize Ordinance No. 1944, formally establishing City Hall Office Hours as required by RCW 35A.21.0710
  - C. ACTION: Authorize Resolution No. 1362, adopting the 2018 update of the Cooperative Master Plan in Conjunction with Columbia County and the Port of Columbia
  - D. Authorize Resolution No. 1363, approving interfund transfers in support of the 2018 Budget
  - E. Resolution No. 1364, adopting the City of Dayton Investment policy
  - F. Resolution No. 1365, Authorize the Mayor to sign a letter requesting Columbia County Planning Department to conduct fire safety inspections of all vacant buildings within the Downtown Commercial Zone – Public Safety Committee

G. ACTION: Authorize a contract with Pacificorp to install a new street light at about 1520 S. 5<sup>th</sup> Street to mitigate safety and welfare issues on S. 5<sup>th</sup> Street

8. FINAL PUBLIC COMMENT

9. ADJOURN

**DAYTON CITY COUNCIL MINUTES**

**Regular Meeting**

**Wednesday, November 14, 2018**

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

**Dayton, WA 99328**

**1. CALL TO ORDER**

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

Roll Call: Present: Matt Wiens, Dain Nysoe, Byron Kaczmariski, Delphine Bailey, Mike Paris, Kathy Berg  
 Absent: Zac Weatherford  
 Staff: Meagan Bailey, Planning Director; Dave Elkins, Public Works Leadman; Deb Hays, Deputy City Clerk; and Trina Cole, City Administrator

**2. CONSENT AGENDA:**

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

- September 12, 2018 City Council Meeting Minutes;
- October 10, 2018 City Council Minutes;
- Approval of the following vouchers for payment:
 

Claims: 46219-46223; 46228-46241; 46258-46302; 46330-46332	\$ 516,063.58
Payroll: 46242-46257; 46303-46329	\$ 82,502.85
Total	\$ 598,566.43;
- Accept Laura Aukerman’s Resignation from the Dayton Planning Commission effective 10/16/2018;
- Confirm Mayor’s appointments to serve on the Dayton Planning Commission as follows:  
 Alicia Walker – November 15, 2018 - March 2020; and  
 Kari Dingman - November 15, 2018 – March 2022.

**3. SPECIAL GUESTS/PUBLIC COMMENT**

Susan Schlenz, 114 W. Columbia Avenue, Viewpoint/Cornaggia Addition discussion: Mrs. Schlenz requests the following: 1) That the City provide a definitive answer regarding adjoining property owner versus city responsibility in maintaining Columbia Avenue; 2) That street signs be installed to signify Columbia Avenue to address safety issues such as response to an emergency and for personal delivery systems; 3) What improvements must be made to Columbia Avenue for the City to accept and be responsible for maintenance of said street; 4) That boundary lines be established for N. Willow Street and N. Front Street; and 5) That the City and property owners move forward in a fair and equitable solution to improving Columbia Avenue. Jeff McCown states support of Mrs. Schlenz’s requests.

City Attorney Quinn Plant provides the City Council with a summary of the Viewpoint/Cornaggia research that he has conducted. He states that, based on said research, Columbia Avenue has never been maintained by the City since its dedication in the 1800’s nor did Council formally accept or open Columbia Avenue as a city street; therefore, the City’s legal position is Columbia Avenue is a private road.

Tony Sykes – 800 Willow Street, states 1) Opposition to Mrs. Schlenzes proposal that Columbia Avenue should be improved to City standards due to prohibitive costs; 2) Escrow papers signed by purchasers of property within the Viewpoint/Cornaggia Addition were aware of the maintenance and/or construction responsibilities of Columbia and Whitman Avenues; 3) That the amount of travel generated by the daycare at 114 W. Columbia Avenue and speed of those travelers on Columbia Avenue are directly impacting the condition of Columbia Avenue; 4) Storm drainage from the 114 W. Columbia Avenue is diverted to Columbia Avenue also impacting the condition of the roadway.

Mayor George requests that the Public Works Committee review the Viewpoint Addition/Cornaggia Short Plat files and make a recommendation as requested.

**PUBLIC HEARING:** Mayor George closes the regular meeting and opens the public hearing at 6:48 p.m. on the proposed 2019 budget revenue sources including a proposed 1% property tax increase. Said hearing was published in the Dayton Chronicle, official newspaper of the City of Dayton, on October 18 and 25, 2018, respectively.

Mayor George states the following:

11/14/2018 City Council Minutes  
 Approved: 12/19/2018

“City of Dayton 2019 Budget Revenue Sources Summary: Revenue Projections: Total budget for 2019 - \$ 7,078,230, 2018 - \$ 6,816,530, Approximately 3.94% increase from 2018; Current expense decreased by 6.97%; There are proposed water and sewer utility rate increases totaling \$10.00 per month for a ¾ - 1” meter, inside city limits, residential unit (Sewer = \$5.95, Water = \$4.05); Proposed Property Tax increase of 1% or approximately \$4,120 for 2019; General Tax Revenues Projections for applicable funds:

Current Expense: Gambling, 1% Real & Personal Property Tax increase, Sales & Use Tax, B & O Taxes, and Excise Taxes totaling: \$681,500;

Streets: Motor Vehicle Fuel Taxes and Sales & Use Taxes totaling: \$188,000;

Hotel/Motel Excise Tax Fund: Hotel/Motel Taxes totaling \$58,000; and

Capital Improvements Fund: Transportation Benefit District and Real Estate Excise Tax totaling \$80,000.”

Mayor George calls for public comment. There is no public comment. The public hearing is closed at 6:49 p.m.

PUBLIC HEARING: Mayor George opens the public hearing on the 2019 Preliminary Budget at 6:49 p.m. Said notice of hearing was published in the Dayton Chronicle, official newspaper of the City of Dayton, on October 18 and 25, 2018, respectively. Mayor George Mayor George states the following:

“City of Dayton 2019 Budget Summary

Budget Emphasis for 2019 – Infrastructure continues to be the focus moving into 2019

The 2019 Dayton budget was developed following meetings with all six of the City Council Committees and Staff. Great input was received from everyone.

Total budget for:           2019 - \$ 7,078,230  
                                          2018   \$ 6,816,530

Approximately 3.94% increase from 2018. Increase is primarily due to the Wastewater Treatment Facility Reconstruction Project which includes rate increases to support loan proceeds along with grant resources to improve the system.

Total debt service for 2019 = \$585,186

Summary of Programs/Projects Continuing into or Planned for 2019 included in the Budget are:

- Improve E. Clay Street (between S. 7<sup>th</sup> St. and S. 8<sup>th</sup> Street);
- Improve N. Cherry Street from Commercial Street to Cul-de-sac ;
- Improve S. 5<sup>th</sup> Street from Day Street to end of the street;
- Installation of the next phase of the automated sprinkler system in Pietryzcki Park;
- Complete the Utility Infrastructure and Street Improvement Plan and GIS Project;
- Perform design engineering services for the S. 3<sup>rd</sup> Street Sidewalk Project;
- Design phase for the reconstruction of the City’s Wastewater Treatment Plant as mandated by the Washington State Department of Ecology;
- Perform video services of a series of sewer collection system main lines;
- Research funding options to finance improvements to areas prone to flood damage, to meet the Corps of Engineers requirements for an acceptable levee and to ensure protection of the City’s essential services including its streets, water and sewer systems. The City will continue to work with Columbia County in creating a flood control zone district;
- Crack Seal Application Project;
- Research the installation of automated water meter readers and replacement program;
- Develop and implement various financial policies including, but not limited to: cost allocation program, debt service policy, interfund loan policy;
- Continue efforts towards the implementation of the 2015 Water System Plan authorized by the City Council in September 2015 specifically the N. Hill and Syndicate Hill pressure issues;
- Research and pursue Community Block Grant Funding to potentially assist in various programs such as affordable housing and energy saving grants;

- Re-Establish Board of Park Commissioners to assist with Dayton Swimming Pool visioning process;
- Work directly with the various state and federal agencies to successfully create a financial strategy, capitalizing on outside funding sources, to implement the recently completed large-scale street and utility improvement plan;
- Work with various departments to surplus unused and unneeded city property both real and personal property;
- Create an asset management program that will define the level of investment required to effectively and sustainably meet the needs of our various infrastructure components and community assets;
- Persistently research grant-opportunities to assist in planning and implementing capital improvement programs;
- Digitizing public records project;
- Develop policies to become a Tree City USA member and capitalize on grant funding opportunities to assist in improving our tree asset program. Also, work with the Main Street Tree Committee and Main Street stakeholders to create a Master Management Plan specific to the Main Street Trees;
- Continue to review and update Dayton Municipal Codes;
- Establish policies to assist in achieving Financial Stability in the Current Expense Fund by 2021;
- Utilize the Washington State Department of Corrections to perform annual maintenance needs on the levee, and in the parks and cemetery;
- Address the abandoned Dayton Fishing Pond culvert that may be affecting the integrity of the levee system;
- Investigate funding options to recreate and preserve the existing, historic cemetery maps; and
- Research alternative methods for watering the cemetery efficiently in an effort to decrease usage levels.”

Mayor George calls for public comment. There is no public comment. The public hearing is closed at 6:54 p.m.

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

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

**Public Works** – Berg reports that the City received an award recognizing a 2% decrease in our risk management liability claims experience and the City received a \$500 safety grant for Berg’s attendance to receive the award. Elkins reports that the FEMA Street Repairs Project and Washington/Cottonwood Pavement Repair Project are complete.

D. Bailey reports that City received a request to install diagonal parking along N. 1<sup>st</sup> Street from Main Street to Commercial Street to increase parking availability. Committee recommends to not install diagonal parking along N. 1<sup>st</sup> Street due to safety concerns. Committee recommends improving diagonal parking along the south side of Commercial Street and within the city-owned property located behind Dingle’s. Bette Lou Crothers states support for diagonal parking along N. 1<sup>st</sup> Street and requests the City to revisit the subject once all improvements are made as presented. There is no action.

**Finance** – There is no report.

**Parks/Public Grounds** – D. Bailey reports on the Final Dayton Swimming Pool Facility Condition Assessment Report.

**Planning/Economic Development** – Kaczmarek reports that Dayton Planning Commission has been working on the Comprehensive Plan Update project and Ordinance Nos. 1939 and 1940.

**Personnel** – There is no report.

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

**Chamber of Commerce** – There is no report.

**Commissioners** – There is no report.

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

**Sheriff** – There is no report.

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

**Planning Director/Code Compliance** – M. Bailey reports/summarizes the following: The Code Compliance Focus for September was 817 S. 5th Street; work continues on the Comprehensive Plan Update Project; and, a significant error regarding setback requirements that of which was made by the city’s code publisher has been corrected in the Dayton Municipal Code accordingly.

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

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

**Mayor** – There is no report.

## **6. UNFINISHED BUSINESS**

None.

## **7. NEW BUSINESS**

**ACTION:** Paris makes a motion; Berg seconds the motion to authorize Resolution No. 1355, authorizing a regular tax levy for 2019. There is no discussion. The motion carries unanimously.

**ACTION:** M. Bailey states Dayton Planning Commission held a public hearing, and, after receiving no public testimony at the public hearing, formally recommended Council’s adoption of Ordinance No. 1939 as presented. M. Bailey reports that Art Hall submitted a letter to the City Council, for the record, in opposition to Dayton Planning Commission’s recommendation. Council discusses Ordinance No. 1939. D. Bailey opposes the timeline restrictions regarding the storage of a vehicle for any period exceeding 72-hours and recommends the ordinance read 5-days. Discussion ensues. D. Bailey makes a motion; Nysoe seconds the motion to authorize Ordinance No. 1939 with the following changes: Section 6. 4.12 (2) (b) and (c) shall read “exceeding 5 days” versus 72-hours. Wiens asks if the ordinance could exempt certain times of the year. M. Bailey states yes. Kaczmarek states support of Ordinance No. 1939. The motion carries unanimously.

**ACTION:** M. Bailey reports that the Planning Commission held a public hearing and, after receiving no public testimony, formally made recommendation to adopt Ordinance No. 1940, amending the fee schedule for code violations. D. Bailey requests that page 2, Section 6-9.020(3)(g) state, “Environmental health officer violation”. Nysoe makes a motion to authorize Ordinance No. 1940 with the change as stated. D. Bailey seconds the motion. The motion carries unanimously.

**ACTION:** Berg makes a motion; Paris seconds the motion to authorize a grant agreement with the Washington Office of the Secretary of State, Archives and Records Management Division for the Local Records Grant award totaling \$9,678.35. There is no discussion. The motion carries unanimously.

**ACTION:** Baily makes a motion; Nysoe seconds the motion to authorize Service Level Agreement for document preparation and imaging services with the Washington Office of the Secretary of State, Archives and Records Management Division. There is no discussion. The motion carries unanimously.

**ACTION:** Berg makes a motion; Paris seconds the motion to authorize Public Works Board Pre-Construction Loan Contract to fund allowable pre-construction activities associated with the Wastewater Treatment Plant Improvement Project. There is no discussion. The motion carries unanimously.

**ACTION:** D. Baily makes a motion; Berg seconds the motion to authorize Change Order No. 4, FEMA Street Repairs Project - exchanging a storm drain option from Patit Avenue/N. 5th to N. 5th and Washington Avenue for \$ .00 net change in contract costs. There is no discussion. The motion carries unanimously.

**ACTION:** Paris makes a motion; Kaczmarek seconds the motion to authorize Change Order No. 1 – W. Washington Ave/Cottonwood Pavement Repairs – Install gravel shoulder along N. 5th St and Patit Avenue. There is no discussion. The motion carries unanimously.

## **8. FINAL PUBLIC COMMENT**

There is no final public comment.

## **9. ADJOURN**

With no further business to come before the Council, the regular meeting is adjourned at 7:44 p.m.

City of Dayton

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

Attested:

Approved:

12/19/2018

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

\_\_\_\_\_  
Date

**DAYTON CITY COUNCIL MINUTES**  
**Special Meeting**  
**Wednesday, November 28, 2018**  
**111 S. 1<sup>st</sup> Street**  
**Dayton, WA 99328**

**1. CALL TO ORDER**

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

Roll Call: Present: Dain Nysoe, Byron Kaczmarek, Delphine Bailey, Mike Paris  
Absent: Zac Weatherford, Matt Wiens, Kathy Berg  
Staff: Trina Cole, City Administrator

**2. SPECIAL GUESTS/PUBLIC COMMENT**

Mayor George closes the regular meeting and opens the public hearing on the 2019 Preliminary Final Budget at 6:03 p.m. Said notice of hearing was published in the Dayton Chronicle, official newspaper of the City of Dayton, on October 18 and 25, 2018 and November 1, 2018, respectively. Mayor George states the following:

**CITY OF DAYTON 2019 BUDGET REVENUE SOURCES SUMMARY:** Revenue Projections: Total budget for 2019 - \$ 7,078,230, 2018 - \$ 6,816,530, Approximately 3.94% increase from 2018; Current expense decreased by 6.97%; There are proposed water and sewer utility rate increases totaling \$10.00 per month for a ¾ - 1" meter, inside city limits, residential unit (Sewer = \$5.95, Water = \$4.05); Proposed Property Tax increase of 1% or approximately \$4,120 for 2019; General Tax Revenues Projections for applicable funds:

Current Expense: Gambling, 1% Real & Personal Property Tax increase, Sales & Use Tax, B & O Taxes, and Excise Taxes totaling: \$681,500;

Streets: Motor Vehicle Fuel Taxes and Sales & Use Taxes totaling: \$188,000;

Hotel/Motel Excise Tax Fund: Hotel/Motel Taxes totaling \$58,000; and

Capital Improvements Fund: Transportation Benefit District and Real Estate Excise Tax totaling \$80,000.

There is no public comment. The public hearing is closed at 6:49 p.m.

**CITY OF DAYTON 2019 BUDGET SUMMARY**

Budget Emphasis for 2019 – Infrastructure continues to be the focus moving into 2019

The 2019 Dayton budget was developed following meetings with all six of the City Council Committees and Staff. Great input was received from everyone.

Total budget for:           2019 - \$ 7,078,230  
                                          2018   \$ 6,816,530

Approximately 3.94% increase from 2018. Increase is primarily due to the Wastewater Treatment Facility Reconstruction Project which includes rate increases to support loan proceeds along with grant resources to improve the system.

Total debt service for 2019 = \$585,186

Summary of Programs/Projects Continuing into or Planned for 2019 included in the Budget are:

- Improve E. Clay Street (between S. 7<sup>th</sup> St. and S. 8<sup>th</sup> Street);
- Improve N. Cherry Street from Commercial Street to Cul-de-sac ;
- Improve S. 5<sup>th</sup> Street from Day Street to end of the street;
- Installation of the next phase of the automated sprinkler system in Pietryzcki Park;
- Complete the Utility Infrastructure and Street Improvement Plan and GIS Project;
- Perform design engineering services for the S. 3<sup>rd</sup> Street Sidewalk Project;
- Design phase for the reconstruction of the City's Wastewater Treatment Plant as mandated by the Washington State Department of Ecology;
- Perform video services of a series of sewer collection system main lines;



- Research funding options to finance improvements to areas prone to flood damage, to meet the Corps of Engineers requirements for an acceptable levee and to ensure protection of the City's essential services including its streets, water and sewer systems. The City will continue to work with Columbia County in creating a flood control zone district;
- Crack Seal Application Project;
- Research the installation of automated water meter readers and replacement program;
- Develop and implement various financial policies including, but not limited to: cost allocation program, debt service policy, interfund loan policy;
- Continue efforts towards the implementation of the 2015 Water System Plan authorized by the City Council in September 2015 specifically the N. Hill and Syndicate Hill pressure issues;
- Research and pursue Community Block Grant Funding to potentially assist in various programs such as affordable housing and energy saving grants;
- Re-Establish Board of Park Commissioners to assist with Dayton Swimming Pool visioning process;
- Work directly with the various state and federal agencies to successfully create a financial strategy, capitalizing on outside funding sources, to implement the recently completed large-scale street and utility improvement plan;
- Work with various departments to surplus unused and unneeded city property both real and personal property;
- Create an asset management program that will define the level of investment required to effectively and sustainably meet the needs of our various infrastructure components and community assets;
- Persistently research grant-opportunities to assist in planning and implementing capital improvement programs;
- Digitizing public records project;
- Develop policies to become a Tree City USA member and capitalize on grant funding opportunities to assist in improving our tree asset program. Also, work with the Main Street Tree Committee and Main Street stakeholders to create a Master Management Plan specific to the Main Street Trees;
- Continue to review and update Dayton Municipal Codes;
- Establish policies to assist in achieving Financial Stability in the Current Expense Fund by 2021;
- Utilize the Washington State Department of Corrections to perform annual maintenance needs on the levee, and in the parks and cemetery;
- Address the abandoned Dayton Fishing Pond culvert that may be affecting the integrity of the levee system;
- Investigate funding options to recreate and preserve the existing, historic cemetery maps; and
- Research alternative methods for watering the cemetery efficiently in an effort to decrease usage levels.

There is no public comment. The public hearing is closed at 6:11 p.m.

### **3. ADJOURN**

With no further business to come before the Council, the regular meeting is adjourned at 6:12 p.m.

City of Dayton

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

Attested:

Approved:

12/19/2018

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

\_\_\_\_\_  
Date

**DAYTON CITY COUNCIL MINUTES**

**Regular Meeting**

**Wednesday, December 5, 2018**

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

**Dayton, WA 99328**

**1. CALL TO ORDER**

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

Roll Call: Present: Matt Wiens, Dain Nysoe, Byron Kaczmariski, Delphine Bailey, Mike Paris, Zac Weatherford  
Absent: Kathy Berg  
Staff: Jim Costello, Public Works Director; Trina Cole, City Administrator; Rocky Miller, Columbia County Sheriff

**2. CONSENT AGENDA:**

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

- Approval of the following vouchers for payment:
 

Claims: 46349-46378; 46438-46448; 46399; 9946330	\$ 464,954.14
Payroll: 46333-46348; 46379-46398; 46409-46415; 9946212; 9946371	\$ 80,438.66
Total	\$ 545,392.80.

**3. SPECIAL GUESTS/PUBLIC COMMENT**

Vicki Zoller, Friends of the Community Pool Chairman, updates the City on activities of the Friends of the Community Pool such as grant writing and public outreach efforts. She also states that the focus of the Friends is not only funding to build a new facility, but dedicated funding sources for maintaining and operating a pool including the potential of a joint pool district between other area pools. She asks for City Council’s support moving forward.

Gerald Pulliam describes an alleged incident that took place at Pietryzcki Park between his son and a City employee specific to allege vandalism of the swings. He requests to lodge a formal complaint and will ask for termination of the employee. Mayor George requests that he submit a formal written complaint to City Hall and the City will investigate the matter. Jesse Mings states that similar actions took place at the Sports Complex with the employee in question a couple of years ago and expresses that it is unacceptable behavior and asks the City to handle the situation appropriately. He expresses disappointment in how the previous incident was handled. Dennis Bledsoe states his son was involved in the swing incident, however, feels that it is against the law to make verbal threats and against minors.

Mayor George closes the regular meeting and opens the public hearing to receive public testimony on the 2019 Preliminary Final Budget at 6:15 p.m. Said notice of hearing was published in the Dayton Chronicle, official newspaper of the City of Dayton, on October 18 and 25, 2018 and November 1, 2018, respectively. Mayor calls for public comment. There is no public comment. The public hearing is closed at 6:16 p.m.

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

**Public Safety** – Nysoe reports: The Committee has been discussing various nuisance issues, enforcement of such and M. Bailey will have additional information regarding the topic at the next regular meeting.

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

**Finance** – There is no report.

**Parks/Public Grounds** – D. Bailey reports staff submitted a letter of interest to apply for grant funding to Department of Natural Resources for Main Street Trees Management Solutions Project. The Main Street Tree Committee will meet after the first of the year.

**Planning/Economic Development** – Kaczmariski reports that Dayton Planning Commission continues work on the Comprehensive Plan Update Project.

**Personnel** – There is no report.

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

**Chamber of Commerce** – There is no report.

**Commissioners** – There is no report.

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

**Sheriff** – Miller thanks Council for years of support and introduces incoming Sheriff Joe Helm.

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

**Planning Director/Code Compliance** – There is no report.

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

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

**Mayor** – Mayor George reports: 1) City and County continue work towards creating a Flood Control Zone District and it is anticipated to be placed to a vote of the County in November 2019. City and County will perform public outreach in the Spring 2019; and 2) The City continues to search for property purchase options for the Wastewater Treatment Facility. Cole explains in detail the costs of the treatment plant project and the City's continued efforts towards applying for grant funding and low-interest loans to reduce the financial impact on households. Also, City will ask the community to write letters to our legislatures describing their individual household impacts and the importance of governmental-funding assistance in completing the project.

## **6. UNFINISHED BUSINESS**

ACTION: D. Bailey makes a motion; Weatherford seconds the motion to authorize Ordinance No. 1941, adopting the 2019 Final Budget. There is no discussion. The motion carries unanimously.

ACTION: Paris makes a motion; D. Bailey seconds the motion to authorize Ordinance No. 1942, adopting the 2019 Salary Structure. There is no discussion. The motion carries unanimously.

## **7. NEW BUSINESS**

Mayor George reads Ordinance No. 1943, 1st Reading by Title Only, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, GRANTING A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE TO POCKINET COMMUNICATIONS, INC., A CORPORATION, LEGALLY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A TELECOMMUNICATIONS SYSTEM IN THE PUBLIC RIGHTS-OF-WAY IN THE CITY, PROVIDING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE. Council discusses proposed franchise request. There is no action. A public hearing is scheduled for the December 19, 2018 meeting.

ACTION: Paris makes a motion; Nysoe seconds the motion to authorize Resolution No. 1356, Amending Master Fee Schedule to incorporate 2019 Water and Sewer Utility Rates. There is no discussion. The motion carries unanimously.

ACTION: D. Bailey makes a motion; Nysoe seconds the motion to table Resolution No. 1357, authorizing a Lodging Excise Tax Agreement between the City and Dayton Chamber of Commerce for fiscal year 2019 until the next regular meeting. There is no discussion. The motion carries unanimously.

ACTION: Nysoe makes a motion; Wiens seconds the motion to authorize Resolution No. 1358, Memorandum of Agreement between the City and AFSCME, AFL-CIO to modify Article 2 of the current contract as a result of the Janus case. There is no discussion. The motion carries unanimously.

ACTION – D. Bailey makes a motion; Paris seconds the motion to authorize Resolution No. 1359, declaring December 24, 2018 as a holiday per the Personnel Handbook. There is no discussion. The motion carries unanimously.

## **8. FINAL PUBLIC COMMENT**

Vicki Zoller asks if the City will assist the Friends of the Community Pool in moving forward with public outreach program and obtaining grants towards a new facility. Council informally agrees to assist the Friends in their community swimming pool efforts.

Jesse Mings asks that the staff and Council react in a professional manner and be conscientious in any defamation of his character at the close of the meeting.

**9. ADJOURN**

With no further business to come before the Council, the regular meeting is adjourned at 7:05 p.m.

City of Dayton

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

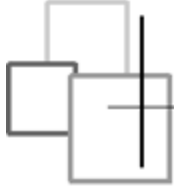
Attested:

Approved:

12/19/2018

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

\_\_\_\_\_  
Date



# Register

Fiscal: 2018  
 Deposit Period: 2018 - December  
 Check Period: 2018 - December - December 5, 2018

Number	Name	Print Date	Clearing Date	Amount
<b>Umpqua Bank Check</b>	<b>5990067340</b>			
<u>46401</u>	Col Co Treasurer	12/5/2018		\$36,745.09
<u>46416</u>	2K Electric LLC	12/5/2018		\$364.50
<u>46417</u>	AG Link, Inc	12/5/2018		\$145.33
<u>46418</u>	Anderson Perry & Assoc	12/5/2018		\$9,155.00
<u>46419</u>	Bank Of America	12/5/2018		\$448.72
<u>46420</u>	Employment Security Dept	12/5/2018		\$338.77
<u>46421</u>	Invoice Cloud	12/5/2018		\$116.60
<u>46422</u>	Skyline Parts Inc	12/5/2018		\$947.43
<u>46423</u>	Verizon Wireless	12/5/2018		\$228.56
<u>46424</u>	WA Municipal Clerks Assoc	12/5/2018		\$75.00
<u>46425</u>	City Lumber & Coal Yard	12/5/2018		\$217.24
<u>46426</u>	Col Co Planning & Building	12/5/2018		\$545.96
<u>46427</u>	Commercial Tire	12/5/2018		\$1,207.87
<u>46428</u>	ECIVIS	12/5/2018		\$1,200.00
<u>46446</u>	Anderson Perry & Assoc	12/5/2018		\$567.50
<u>46447</u>	U.S. Bank Global Corporate Trust Services	12/5/2018	12/3/2018	\$166,155.01
<u>46448</u>	U.S. Bank Global Corporate Trust Services	12/5/2018	12/3/2018	\$18,620.59
		<b>Total</b>	<b>Check</b>	<b>\$237,079.17</b>
		<b>Total</b>	<b>5990067340</b>	<b>\$237,079.17</b>
		<b>Grand Total</b>		<b>\$237,079.17</b>

**CITY OF DAYTON, WASHINGTON  
NOTICE OF PUBLIC HEARING**

**APPLICATION FOR A NON-EXCLUSIVE TELECOMMUNICATIONS  
FRANCHISE PERMIT/AGREEMENT**

**NOTICE IS HEREBY GIVEN** that a public hearing will be held on **December 19, 2018** at **6:00 p.m.** at a regular meeting of the City Council at 111 S. 1<sup>st</sup> Street, Dayton, WA, or soon thereafter, **to receive public testimony regarding PocketiNet's application for a non-exclusive telecommunications franchise permit/agreement.**

A copy of the application is available at <http://www.daytonwa.com/inside-city-hall/departments/city-clerk/public-notice>.

Citizens are encouraged to attend the meeting and offer verbal testimony. Written testimony/comments and/or questions may be submitted to the City of Dayton, 111 S. 1<sup>st</sup> Street, Dayton, WA, 99328, or by email to [info@daytonwa.com](mailto:info@daytonwa.com). to be read into the record at the public hearing. All submittals must be received by 4:00 p.m. on December 19, 2018.

For more information contact Jim Costello, Public Works Director at 509.382.4571.

Dayton City Council

By: Trina Cole, City Administrator

Published: Dayton Chronicle, November 29 and December 6, 2018

**ORDINANCE NO. 1943**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, GRANTING A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE TO POCKETINET COMMUNICATIONS, INC., FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A TELECOMMUNICATIONS SYSTEM IN THE PUBLIC RIGHTS-OF-WAY IN THE CITY, PROVIDING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, PocketiNet, Communications, Inc., hereinafter referred to as "POCKETINET" a corporation organized under the laws of the State of Washington, is a telecommunications company that provides wireless services to customers in various locations;

**WHEREAS**, POCKETINET 's desired route through the City of Dayton, hereinafter referred to as "City," requires the use of certain portions of City rights-of-way for the installation, operation and maintenance of a telecommunications System; and

**WHEREAS**, the City Council has determined that the use of portions of the City's rights-of-way for installation of a telecommunications System is appropriate from the standpoint of the benefits to be derived by local business and the region as a result of such services; and

**WHEREAS**, the City Council also recognizes that the use of public rights-of-way must be restricted to allow for the construction of amenities necessary to serve the future needs of the citizens of Dayton and that the coordination, planning and management of the City's rights-of-way is necessary to ensure that the burden of costs for the operations of non-- municipal interests are not borne by the citizenry; and

**WHEREAS**, the Revised Code of Washington (RCW) authorizes the City to grant and regulate non-exclusive franchises for the use of public streets, rights-of-way and other public property for installation, operation and maintenance of communications facilities;

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

**SECTION 1. DEFINITIONS**

For the purpose of this Franchise the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever required. The word "shall" be mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1. **"City"** is the City of Dayton, Washington, a Non-Charter Optional Code City and municipal corporation of the State of Washington.
2. **"Easement"** shall be limited to Rights-of-Way owned or controlled by the City.
3. **"Facilities"** means any and all fiber optic line, equipment and related appurtenances in any way comprising a part of the System.
4. **"Force Majeure"** means any delays caused by reason of: (1) civil commotion; (2) riots; (3) Acts of God and nature, including but not limited to floods, earthquakes, ice storms and tornadoes; (4) strikes or labor



unrest; (5) the inability to secure materials; and (6) any other event or circumstances reasonably beyond the control of POCKETINET.

5. "**Franchise**" means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of the System in, on and under the City's Rights-of-Way.
6. "**Franchise Area**" shall mean the area within the City limits of the City of Dayton, Washington, including areas annexed during the term of this Franchise.
7. "**Rights-of-Way**" or "**Right-of-Way**" means the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement or similar property in which the City holds any property interest or exercises any rights of management or control and which, consistent with the purposes for which it was acquired or dedicated, may be used for the installation and maintenance of the System. No reference in this Franchise to a "Right-of-Way" shall be deemed to be a representation or guarantee by the City that its interests or other rights in such property are sufficient to permit its use for the installation and maintenance of the System, and POCKETINET shall be deemed to gain only those rights which the City has the right and power to give and only to the extent necessary to carry out the purposes of this Franchise.
8. "**System**" means the poles, wires, fiber optic lines and all necessary or desirable appurtenances for the purpose of a wholesale communications business in accordance with applicable law.

## **SECTION 2. FRANCHISE GRANTED**

### **1. GRANT**

- A. Pursuant to RCW 35A.47.040, the City of Dayton hereby grants to POCKETINET a non-exclusive right, privilege, and Franchise to have, acquire, construct, reconstruct, maintain, use and operate within the corporate limits of the City, the System and to have, acquire, construct, reconstruct, maintain, use and operate in, over, under, along, and across the present and future Rights-of Way all necessary or desirable wires, cables, underground conduits, manholes and other structures and appurtenances in connection with the System.
- B. Limited Rights. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide POCKETINET with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof. This Franchise does not deprive the City of any powers, rights or privileges it now has, or may later acquire in the future, to use, perform work on or to regulate the use of and to control the City's Rights-of-Way covered by this Franchise, including without limitation the right to perform work on its roadways, streets or appurtenant drainage facilities, water and waste water facilities and including constructing, altering, paving, widening, grading, or excavating such streets.
- C. POCKETINET shall initiate the project within two (2) years from the effective date of this franchise. Failure to initiate the project will cause the franchise to become void.

### **2. TERM**

The Franchise granted hereunder shall be for a term of then (10) years from and after the effective date of this ordinance, unless otherwise lawfully terminated in accordance with the terms of this Franchise. The parties shall begin negotiations to renew this franchise not later than six (6) months prior to the expiration of this franchise.

### **3. FRANCHISE SUBJECT TO OTHER LAWS**

This Franchise is subject to and shall be governed by all applicable provisions of law. Notwithstanding any other provisions of this Franchise to the contrary, POCKETINET shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof, provided, however, if any such law or regulations shall require POCKETINET to perform any service, or shall permit POCKETINET to perform any service, or shall prohibit POCKETINET from performing any service, in conflict with the terms of this Franchise, City ordinance, or any regulation of the City Council, then as soon as possible following knowledge thereof, POCKETINET shall notify the attorney for the City of the point of conflict believe to exist between such regulation or law and regulations of the City Council, the City's ordinance or this Franchise.

### **4. OTHER FRANCHISES**

This Franchise shall not be construed as any limitation upon the right of the City to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other Rights-of-Way, public ways or public places. The City specifically reserves the right to grant at any time during the term of this Franchise or renewal thereof, if any, such additional Franchises as it deems appropriate.

### **5. WAIVERS**

- A. The failure of the City on one or more occasions to exercise a right or to require compliance or performance under this Franchise, or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City, nor shall it excuse POCKETINET from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the City.
- B. No waiver by the City of any breach or violation of any provision of this Franchise or any ordinance shall be deemed to be a waiver or a continuing waiver by the City of any subsequent breach or violation of the same or any other provision. Neither the granting of the Franchise, nor any provision herein, nor any action by the City hereunder shall constitute a waiver of or a bar to the exercise of any governmental right or power of the City, as provided for under state and federal law, including without limitation the right of eminent domain.
- C. By accepting the Franchise, POCKETINET: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise; and (3) agrees that the Franchise was authorized pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

### **6. FRANCHISE ACCEPTANCE; PRIOR FRANCHISE SUPERSEDED AND REPEALED**

- A. Upon adoption of this Franchise and acceptance hereof by POCKETINET (Exhibit A), POCKETINET agrees to be bound by all the terms and conditions contained herein, which acceptance shall constitute an absolute and unconditional acceptance of the Franchise and promise to comply with and abide by all its provisions, terms, and conditions. POCKETINET's signature at the end of this Franchise shall constitute compliance with this section.
- B. By accepting the Franchise, POCKETINET: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise; and (3) agrees that the Franchise was authorized pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

### **7. POLICE POWERS**

In accepting this Franchise, POCKETINET acknowledges that its rights hereunder are subject to the police powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public, and POCKETINET agrees to comply with all generally applicable laws and ordinances enacted by the City pursuant to such power that do not alter POCKETINET 's material obligations under this Agreement.

Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City' police powers shall be resolved in favor of the latter, except that any such exercise that is not of general application in the jurisdiction or applies specifically to POCKETINET or which contains provisions inconsistent with this Franchise shall prevail only if upon such exercise, the City finds an emergency exists constituting a danger to health, safety, property or general welfare or such exercise is mandated by law.

### SECTION 3. STANDARDS FOR USE OF RIGHT OF WAY

#### 1. USES OF RIGHTS-OF-WAY

- A. Non-exclusive Grant.** This grant for the use of all City Rights-of-Way is nonexclusive and does not establish priority for use over other franchise holders, permit holders and the City's own use of public property. Additionally, POCKETINET shall respect rights and property of the City and other authorized users of the Rights-of-Way. Disputes between POCKETINET and other entities over the use of the Rights-of-Way shall first be submitted to the Mayor or Administrator of the City for possible resolution.
- B. Interference with Persons and Improvements.** POCKETINET 's System shall be located, erected and maintained so that none of its facilities shall endanger or interfere with the lives of persons, or interfere with any improvements the City may deem proper to make, or hinder or obstruct the free use of Rights-of-Way or other public property. The City shall have power at any time to order and require POCKETINET to remove and abate any pole, wire, cable, or other structure that is dangerous to life or property, and in case POCKETINET, after notice, fails or refuses to act within a reasonable time, the City shall have the power to remove or abate the same at the expense of POCKETINET.
- C. Relocation of the Facilities.** POCKETINET shall continuously provide the City a current map of the location of POCKETINET 's facilities within the City. In the event that at any time during the period of this Franchise the City shall elect to alter or change the grade of any Right-of-Way, POCKETINET, upon reasonable notice by the City, shall remove and/or relocating as necessary, its poles, wires, cables, underground conduits, manholes and other fixtures at POCKETINET 's expense, provided, if POCKETINET 's wires, cable, or other fixtures are placed within or attached to conduit, poles, or appliances owned or maintained by others, such as utility poles of a public utility pursuant to a pole attachment agreement, POCKETINET shall underiake such removal or relocation in cooperation with the public utility. If POCKETINET fails or refuses to act within thirty days (30), of notice from the City, the City shall have the power to remove or abate the same at the expense of POCKETINET.
- D. Interference with utilities.** POCKETINET with the consent of the Public Works Director shall place poles, equipment or other fixtures in such a manner that does not unreasonably interfere with existing gas, electric or telephone facilities, traffic control signalization, street lights, fire alarm lines or communications lines, or obstruct or hinder in any manner the various utilities serving the residents of the City.
- E. Additional Easements.** If additional private easements are necessary it shall be POCKETINET 's responsibility to secure the same. The grant of this Franchise is limited to the City's control of its Rights-of- Way and does not extend to any other public or private property.
- F. Cooperation with Building Movers.** POCKETINET shall, at the request of any person holding a building-moving permit issued by the City, temporarily raise or lower its wires to permit the moving of

buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and POCKETINET shall have the authority to require such payment from such person in advance. Unless otherwise agreed, POCKETINET shall be given not less than fourteen (14) calendar days advance notice to arrange for such temporary wire changes.

**G. Construction and Maintenance, Excavation:**

- i. The route of any underground portions of the System shall be subject to review and approval by the City. Engineering plans for construction in Rights-of-Way shall be submitted to the City no later than twenty-one (21) days prior to construction.
- ii. Except in an emergency, POCKETINET shall comply with generally applicable City ordinances, policies and rules pertaining to notification when excavating pavement in any Right-of-Way.

**H. Coordination of Placement of Manholes.** POCKETINET shall coordinate the placement of its manholes, if any, with the affected City Departments.

**I. Movement of Facilities During Emergencies.** During emergencies, the City may move POCKETINET 's Facilities, but shall first make reasonable attempts to notify POCKETINET.

**J. Payment of the City's Locate Costs.** POCKETINET shall only pay for the City's locate costs that specifically relate to POCKETINET and so long as those costs are not already included in the permit fees. POCKETINET shall be required to obtain verifiable locates prior to any digging, trenching or excavation.

**K. Acquisition of Facilities.** Upon POCKETINET 's acquisition of Facilities in any Right-or-Way, or upon the addition or annexation of any area in which POCKETINET owns or operates any Facility, POCKETINET shall, at the City's request, submit to the City a statement describing all Facilities involved, whether authorized by the Franchise, permit, license or other prior right, and specifying the location of all such Facilities to the extent POCKETINET has possession of such information. Such Facilities shall immediately be subject to the terms of this Franchise.

**L. Discontinuing Use of Facilities.** Whenever POCKETINET intends to discontinue using any Facility within the Rights-of-Way, POCKETINET shall submit for the City's approval a complete description of the Facility and the date on which POCKETINET intends to discontinue using the Facility. POCKETINET may remove the Facility or request that the City permit it to remain in place. Notwithstanding POCKETINET 's request that any such Facility remain in place, the City may require POCKETINET to remove the Facility from the Right-of-Way or modify the Facility as a condition of its remaining in place to protect the public health, welfare, safety or convenience, or otherwise serve, the public interest. POCKETINET shall complete such removal or modification in accordance with a schedule to be mutually agreed upon but in no event shall POCKETINET fail to remove said facility within ninety (90) days of written demand by the City. Until such time as POCKETINET removes or modifies the Facility, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, POCKETINET shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the Facility were in active use, and POCKETINET shall retain all liability for such Facility.

**M. Hazardous Substances.**

- i. POCKETINET shall comply with all applicable local, state and federal laws, statutes, regulations, ordinances and orders concerning hazardous substances relating to POCKETINET 's System in the Rights-of-Way.
- ii. POCKETINET shall maintain and inspect its System located in the Rights-of-Way. At any time, the City may inspect POCKETINET 's Facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to POCKETINET 's System.

In removing or modifying POCKETINET's Facilities as provided in this Franchise, POCKETINET shall also remove and properly dispose of all residues of hazardous substances related thereto.

- iii. POCKETINET shall indemnify and hold the City harmless against any and all liability, claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances caused by POCKETINET 's System in the Rights-of-Way.

- N. Completion of Work by the City: On failure of POCKETINET to commence, pursue or complete any work required by law or by the provisions of this Franchise or any applicable permit to be done in any Right-of-Way, within the time prescribed and to the satisfaction of the City, the City may at its discretion cause the work to be done. POCKETINET shall pay to the City the reasonable costs of the work in the itemized amount reported by the City to POCKETINET within thirty (30) days after receipt of the itemized report.

## **2. USE OF FRANCHISE FACILITIES**

The City shall have the right, at no cost, during the life of this Franchise, to make additional use, for any public purpose, of any poles controlled or maintained exclusively by or for POCKETINET, providing that such uses do not unreasonably interfere with the operations of POCKETINET.

## **3. JOINT USE OF POLES, TRENCHES AND CONDUITS**

- A. POCKETINET may be required to attach its wires to poles owned and maintained by another person or entity, or to permit the wires of another person or entity to be attached to the poles owned by POCKETINET, upon reasonable terms and for just compensation. All of POCKETINET 's requirements pertaining thereto must be in accordance with applicable law.
- B. Lines shall be located on poles in compliance with applicable safety standards and shall not interfere with the erection, replacement, operation, repair, or maintenance of the wires and appurtenances of the persons or entities occupying the poles.
- C. POCKETINET may be required by the City to share trench space with another person or entity for the placement of facilities underground. Compensation to POCKETINET as well as terms of sharing trench space shall be resolved between the affected entities. Ducts, cables, or wires shall be placed in trenches in compliance with applicable safety standards and, pursuant to the space allocation plan of the City.

## **4. CHANGES FOR GOVERNMENTAL PURPOSES**

- A. Whenever by reason of changes in the grade of any Right-of-Way or in the location or manner of construction any water pipe, gas pipe, sewer or other underground or overhead structure for any governmental purpose whatsoever, it shall be deemed necessary by the Director of Public Works of the City to remove, alter, change, adapt, or conform the underground or overhead facilities of POCKETINET, such alterations or changes shall be made as soon as practicable by POCKETINET and begin within thirty (30) days of notice from the City, without claim for reimbursement or damages against the City; provided, however, if said requirements impose a financial hardship upon POCKETINET, POCKETINET shall have the right to present alternative proposals for the City's consideration, provided, further if POCKETINET 's wires, cable, or other fixtures are placed within or attached to poles, conduits, or appliances owned or maintained by others, such as utility poles of a public utility pursuant to a pole attachment agreement, POCKETINET shall undertake such removal, alteration, change or adaption in cooperation with the public utility. Except for Franchise revocation or termination or System abandonment, the City shall not require POCKETINET to remove its facilities entirely from a Right-of-Way unless suitable alternatives are available for relocation at a reasonable cost. If POCKETINET fails or refuses to begin such

alterations or changes within such thirty (30) day period the City shall have the power to remove or abate the same at the expense of POCKETINET, all without compensation or liability for damages to POCKETINET.

- B. In cases of emergency the City may require relocation of POCKETINET's facilities at POCKETINET's expense in the event the emergency creates an immediate threat to the public safety, health and welfare

## 5. WORK BY OTHERS

- A. The City reserves the right to lay, and permit to be laid, sewer, electric, phone, gas, water, and other pipelines, cables, conduits and related appurtenances, and to do and permit to be done any underground or overhead work in, across, along, over, or under a Right-of-Way or other public place occupied by POCKETINET. The City also reserves the right to construct new streets and to alter the design of existing streets. In performing such work, provided the City complies with notification requirements of the Northwest Utility Notification Center ("call before you dig"), the City shall not be liable to POCKETINET for any damage so occasioned, but nothing herein shall relieve any other person or entity from the responsibility for damages to the facilities of POCKETINET.
- B. In the event that the City subsequently authorizes someone other than POCKETINET to occupy space under the surface of a Right-of-Way, such grant shall be subject to the rights herein granted or heretofore obtained by POCKETINET. In the event that the City shall close or abandon any Right-of-Way which contains existing facilities of POCKETINET, any conveyance of land within such closed or abandoned Right-of-Way shall be subject to the rights herein granted or heretofore obtained by POCKETINET; provided, that POCKETINET may be ordered to vacate any land so conveyed if an alternate route is practicable and if POCKETINET is reimbursed by the person to whom the property is conveyed for the reasonable costs of service disruptions, removal and relocation of facilities.
- C. If the City shall require POCKETINET to adapt or conform its facilities or in any way or manner to alter, relocate, or change its facilities to enable any other entity or person, except the City, to use, or use with greater convenience, said Right-of-Way, POCKETINET shall not be bound to make any such changes until such other entity or person shall have undertaken, with good and sufficient bond, to reimburse POCKETINET for any costs, loss, or expense which will be caused by, or arise out of such change, alteration, or relocation of POCKETINET's property; provided however, that the City shall never be liable for such reimbursement.

## 6. CONSTRUCTION PROVISIONS

- A. **Standards.** POCKETINET's System constructed within the City shall comply with all applicable federal, state and local laws.
- B. **Tree Trimming Removal.** To the extent permitted by law, POCKETINET shall have the authority after obtaining any consent legally required from any affected property owner to trim trees or other natural growth overhanging any of its cable System in the City so as to prevent branches from coming in contact with POCKETINET's wires, cables, or other equipment. POCKETINET shall reasonably compensate the City or property owner for any damages caused by such trimming, or shall, at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction, operation or maintenance of their System. POCKETINET shall make reasonable efforts not to harm such trees or shrubs. Any pruning or removal of trees or shrubs in the City shall comply with practices outlined in the American National Standards Institute, Inc., (ANSI) Tree Care Operations - Tree, Shrub,

and Other Woody Plant Maintenance Standard Practices and with City Code provisions, including licensing and permitting provisions, and shall be done by a qualified, professional arborist.

- C. Inspection.** City shall have the right, but not a duty, to inspect all construction and installation work performed by POCKETINET pursuant to this Franchise as it shall find necessary to ensure compliance by POCKETINET. Such inspection shall be in accordance with the provisions of this Franchise.
- D. Restoration of City Property.** POCKETINET at its own cost and expense and in the manner approved by the City shall replace and restore all City property, including Right-of-Way, which is disturbed by POCKETINET 's construction, installation, maintenance or operation of its Facilities, in accordance with the City's Design Standards and Standard Construction Specifications. Nothing herein shall prevent the City from charging POCKETINET its usual and customarily fees of general applicability for inspection of such restoration or replacement work. POCKETINET shall be solely responsible for protecting the public health, safety and welfare on such City property from the time of disturbance until proper restoration. Failure of POCKETINET to replace or restore such City property within a reasonable time period after written notification by the City shall entitle the City to cause the proper restoration to be made at POCKETINET 's expense. POCKETINET shall pay to the City the cost thereof, in the itemized amounts reported by the City to POCKETINET, within thirty (30) days after receipt of such itemized report. Such payment shall not excuse a breach of the Franchise caused by POCKETINET 's failure to commence, pursue or complete the required work.
- E. Restoration of Property.** Whenever POCKETINET shall cause, or any person acting on its behalf shall cause, any disturbance, injury or damage to any private property or City property by or because of the installation, maintenance or operation of its Facilities, such disturbance, injury or damage shall be remedied fully by POCKETINET at its expense. Further, POCKETINET shall, at its own cost and expense, replace and restore the respective property in accordance with the City's Design Standards and Standard Construction Specifications within a reasonable time of the disturbance, injury or damage.
- F. Construction Necessary for Operation.** Subject to applicable laws, regulations and ordinances of the City and the provisions of this Franchise, POCKETINET may perform all construction necessary for the operation of its System. All construction and maintenance of any and all Facilities within the Right-of-Way incident to POCKETINET 's System shall, regardless of who performs the construction, be and remain POCKETINET 's responsibility.
- G. Joint Trenching and Boring.** POCKETINET may make excavations in the Rights-of-Way for any Facility needed for the maintenance or extension of POCKETINET. Prior to doing such work, POCKETINET shall give appropriate notice to the City and the notification association in accordance with applicable law (namely the Northwest Utility Notification Center). When obtaining a permit, POCKETINET shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, POCKETINET shall work with other providers, licensees, permittees so as to reduce so far as possible the number of street cuts within the City. If POCKETINET reasonably anticipates that trenching will encounter tree roots, POCKETINET shall consult with the City prior to trenching.
- H. Emergency Repairs.** In the event that emergency repairs are necessary to any part of POCKETINET's System, POCKETINET shall immediately notify the City of the need for such repairs. POCKETINET may initiate such emergency repairs and shall apply for appropriate permits within seventy-two (72) hours after discovery of the emergency. POCKETINET shall comply with all applicable City regulations relating to such excavations or construction, including the payment of permits or license fees, and shall reimburse the City for any damage to City utilities as a result of the emergency repairs. Likewise, in the event emergency repairs are necessary to any underground municipal utility to ameliorate a serious

risk to the public health and/or safety, if the City knows or has reason to believe part of POCKETINET 's System is buried in the area which is to be excavated, the City shall immediately notify POCKETINET of the City's intent to excavate. Such notification shall be done in such manner as may be reasonably calculated under the circumstances of the emergency to provide POCKETINET with an opportunity to identify the location of any part of its System buried within the proposed excavation site. If the City then damages the System while making the emergency excavation, so long as its actions are not wanton, the City and its officers, employees, and contractor shall have no liability for the damage.

- I. Location of Facilities.** POCKETINET shall be a member of the Northwest Utility Notification Center. After any City department, licensee or permittee notifies POCKETINET of a proposed street excavation, in accordance with the rules applicable to such a member, POCKETINET shall, at POCKETINET 's expense:
- i. Mark on the surface all of its locatable underground Facilities within the area of the proposed excavation;
  - ii. Notify the excavator of any unlocatable underground Facilities in the area of the proposed excavation; or
  - iii. Notify the excavator that POCKETINET does not have any underground Facilities in the vicinity of the proposed excavation.
- J. Restoration of Streets.** If POCKETINET excavates the surface of any Right-of-Way, POCKETINET shall be responsible for restoration of the Right-of-Way in accordance with generally applicable specifications and regulations of the City. The City may, after providing notice to POCKETINET, resurface any opening made by POCKETINET in the Right-of-Way, and the expense thereof shall be paid by POCKETINET. The City may, after providing notice to POCKETINET, remove and/or repair any work done by POCKETINET which, in the determination of the City, is inadequate or unsatisfactory. The cost thereof, including the costs of inspection and supervision, shall be paid by POCKETINET. All of POCKETINET's work under this Franchise, and this Section, in particular shall be performed and completed in strict compliance with all generally applicable rules, regulations and ordinances of the City.
- K. Reservation of City Rights.** Nothing in this Franchise shall prevent the City from constructing or establishing any public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of POCKETINET's System. However, if any of POCKETINET 's System unreasonably interferes with the construction, maintenance or repair of any public improvement, POCKETINET 's System shall be removed or replaced. Any and all such removal or replacement shall be at the expense of POCKETINET. Should POCKETINET fail to remove, adjust or relocate its Facilities by the date established by the City's written notice to POCKETINET, the City may affect such removal, adjustment or relocation, and the expense thereof shall be paid by POCKETINET.
- L. Building Codes.**
- i. POCKETINET shall strictly adhere to all building and zoning codes currently or hereafter in effect. POCKETINET shall arrange its lines, cables, and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property by any person. In the event of such interference, the City may require the removal or relocation of POCKETINET 's lines, cables, and other appurtenances from the property in question.
  - ii. All plans for aerial crossings near existing or proposed traffic signals, signs, flashers, or other traffic control devices shall be submitted to the City for approval. No crossings shall be permitted that obstruct traffic signals or other official traffic control devices.

**M. Underground and overhead Construction.**



- i. Preference for underground installation. In all sections of the City where the cables, wires, utilities or other like facilities are placed underground, POCKETINET shall place its wires or other like facilities underground. If at any time the City determines that existing wires, cables, utilities or other like facilities anywhere in the City shall be changed from an overhead to an underground installation, POCKETINET shall, convert its facilities to an underground installation. If POCKETINET 's wire, cable, utilities or other facilities are to be placed underground in a common trench or bore shared by others, POCKETINET shall share equally the expense of the trenching and/or boring in proportion to the number of joint users. POCKETINET shall pay for all cable, wire conduit, or facilities installed for POCKETINET 's own use. If POCKETINET owns the aerial supporting structures, the additional incremental cost of undergrounding compared to aerial allocation will be paid by the City. Where no overhead poles exist, all wires and facilities shall be constructed underground.
- ii. Overhead. In areas of the City where electrical or telephone Systems are installed on poles above ground, POCKETINET shall have the option of installing its System in like manner above ground or, alternatively, underground.

**N. Rights-of-way Occupancy.**

- i. Nothing in this Franchise shall give POCKETINET the right to attach its System to structures or poles owned by the City without consent of the City.
- ii. POCKETINET shall:
  - a) Locate and install all transmission lines, equipment and structures so as to cause minimum interference with the rights and reasonable convenience of property owners;
  - b) Keep and maintain all transmission lines, equipment and structures in a safe condition, and in good order and repair;
  - c) Place any fixtures in any Right-of-Way in such manner as not to interfere with the usual travel of the Right-of-Way or cause unsafe conditions of any sort;
  - d) Submit a traffic control plan to the City for approval and receive such approval at least 48 hours prior to commencing construction except in the case of emergency. Such traffic control plan shall be available for public inspection on the construction site at all times; and
  - e) Notify adjacent property owners, businesses, residents, and others specified by the City prior to construction and major maintenance projects.
- iii. POCKETINET shall not make street cuts or curb cuts unless absolutely necessary and only after a permit has been obtained from the City under such conditions as the City shall in its sole discretion determine.
- iv. Before beginning any excavation or other construction activity on a Right-of-Way which crosses or abuts any private property, POCKETINET shall clearly mark and delineate with flags, stakes or non-polluting water-soluble spray paint the boundaries of that Right-of- Way where it abuts or crosses the private property. After such excavation or other construction activity, POCKETINET shall restore such property, to not less than the City's standards.
- v. POCKETINET shall locate, mark and map any of its installed System for the City at no expense to the City. POCKETINET shall install underground warning tape with a metallic tracer at least twelve (12) inches above all feeder and trunk lines and above all fiber optic cable.

**O. Stop Work.** On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City.

- P. POCKETINET's Contractors.** POCKETINET and its contractors shall be licensed and bonded in accordance with the City's ordinances, regulations and requirements for any contractors working in the Rights-of-Way. Any act or omission of any contractor of POCKETINET which violates any provision of this Franchise shall be considered an act or omission of POCKETINET for the purposes of this Franchise.
- Q. Private Property.** Except in the case of an emergency involving public safety or service interruption to a large number of subscribers, POCKETINET shall give reasonable notice to the property owners or legal tenants prior to entering upon any private premises, and said notice shall specify the work to be performed; provided that in the case of construction operations, such notice shall be delivered or provided at least forty-eight (48) hours prior to entry. If any damage is caused by any POCKETINET activity or omission, POCKETINET shall reimburse the property owner one hundred percent (100%) of the cost of the damage or replace the damaged property. In the case of an emergency, POCKETINET shall attempt to contact the property owner or legal tenant in person and shall leave a door hanger notice in the event personal contact is not made.
- R. Maps and Records.** After construction is complete, POCKETINET shall provide the City with accurate copies of as-built plans and maps in a form and content reasonably prescribed by the Public Works Director. These plans and maps shall be provided at no cost to the City and shall include hard copies and digital files in readable formats approved by the City.

#### **SECTION 4. ADMINISTRATION AND REGULATION**

##### **1. TRANSFER OF OWNERSHIP OR CONTROL**

- A.** This Franchise shall not be assigned or transferred, leased or disposed of either in whole or in part by voluntary sale or involuntary sale, merger or consolidation, either legal or equitable or any right, interest or property therein, pass to or vest in any person, or entity without the prior written consent of the City Council, which consent shall not be unreasonably withheld. No consent will be required for a transfer in trust, mortgage, or other hypothecation as a whole or in part to secure an indebtedness.
- B.** POCKETINET shall promptly notify the City of any actual or proposed change in, or transfer of, or disposition of or acquisition by any other party of, control of POCKETINET. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of POCKETINET shall make the Franchise subject to cancellation unless and until the City Council shall have consented thereto, which consent will not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer, disposition, or acquisition of control the City Council may inquire into the qualifications of the prospective controlling party, and POCKETINET shall assist the City Council in any such inquiry.
- C.** The proposed assignee must show its legal and technical qualifications and its financial responsibility as determined by the City Council and must agree to comply with all the provisions of the Franchise. Unless POCKETINET and the City Council otherwise agree on an extension of time, the City Council shall be deemed to have consented to a proposed transfer or assignment in the event it has not acted within ninety (90) days of notice.
- D.** The consent or approval of the City Council to any transfer of the Franchise shall not constitute a waiver or release of the right of the City in and to the Rights-of-Way, and any transfer shall by its terms, be expressly subordinate to the terms and conditions of this Franchise.

- E. By its acceptance of this Franchise, POCKETINET specifically agrees that any such transfers occurring without prior approval of the City Council shall constitute a violation of this Franchise by POCKETINET. In no event shall a transfer of ownership or change of control be approved without the successor in interest becoming a signatory to this Franchise.
- F. Within thirty (30) days of any transfer or sale and upon request, if approved or deemed granted by the City, POCKETINET shall file with the City a copy of the deed, agreement, or other written instrument evidencing such sale or transfer of ownership or control certified and sworn to as correct by POCKETINET.
- G. Standards. The City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and POCKETINET shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate; provided, however, the City shall not unreasonably withhold its approval and any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by POCKETINET.
- H. Common Control Exemption. Notwithstanding anything to the contrary in this Section, the prior written approval of the City Council shall not be required for any sale, assignment or transfer of the Franchise, the System or ownership to an entity controlling, controlled by, or under the same common control as POCKETINET.

## **SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. RECOVERY OF COSTS**

POCKETINET shall be subjected to all permit fees associated with the activities undertaken through the authority granted in this franchise ordinance or under the laws of the City. Where the City incurs costs and expense for review, inspection or supervision of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a permit fee is not established, POCKETINET shall pay such costs and expenses directly to the City.

### **2. INSURANCE REQUIREMENTS**

- A. POCKETINET shall procure and maintain for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of rights, privileges and authority granted hereunder to POCKETINET, its agents, representative or employees. POCKETINET shall provide a copy of a Certificate of Insurance to the City for its inspection prior to the adoption of this franchise ordinance, and such insurance certificate shall evidence a policy of insurance that includes:
  - i. Automobile Liability insurance with limits no less than \$1,000,000 Combined Single Limit per occurrence for bodily injury and property damage; and
  - ii. Commercial General Liability insurance, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; premises; operations; independent contractors; stop gap liability' personal injury; products and completed operations; broad form property damage; explosion, collapse and underground (XCU); and employer's liability.

- iii. Professional Liability insurance with limits no less than \$1,000,000 per claim for all professionals employed or retained to perform services under this Franchise.
- iv. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Payment of any deductibles or self-insured retention shall be the sole responsibility of POCKETINET.

The insurance policies obtained by POCKETINET shall name the City, its officers, officials, employees, agents and volunteers as an additional insured with regard to activities performed by or on behalf of POCKETINET. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. POCKETINET 's insurance shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of POCKETINET 's insurance and shall not contribute with it. The insurance policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

- B. Insurance - No Limitation.** POCKETINET 's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by POCKETINET or to limit the liability of POCKETINET to the coverage provided in the insurance policies, or otherwise to limit the City's recourse to any other remedy available at law or in equity.

### **3. INDEMNITY**

POCKETINET shall, at its sole cost and expense, indemnify and hold harmless the City, City Council, and any officers, employees and agents who have acted in their official capacities, boards and commissions, (collectively referred to as the "City" in this Section) and shall pay all damages and penalties which the City may be legally required to pay as a result of any act or omission by POCKETINET in the operation of the System throughout the term of this agreement. Such damages and penalties shall include, without limitation, damages arising out of copyright infringements, and the construction, erection, operation, maintenance and repair of the System, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise. If legal action is filed against the City, to recover for any claim for damages as a result of any act or omission by POCKETINET in the operation of the System, POCKETINET, upon notice to it by the City, shall defend the City against the action. POCKETINET shall have the right to defend, settle or compromise any claims arising hereunder. In the event of a final judgment being obtained against the City as a result of any act or omission by POCKETINET in the operation of the System, POCKETINET shall pay the judgment and all costs and hold the City harmless there from. Nothing in this Franchise shall be interpreted to abridge or otherwise affect the City's right to intervene or participate in any suit, action or proceeding involving any provisions of this Franchise. POCKETINET shall pay all expenses incurred by POCKETINET and the City in defending with regard to all damages as set forth in this Section. These expenses shall include, without limitation, all out-of-pocket expenses, reasonable attorneys' fees, witness and discovery costs and the reasonable value of any services rendered by the City Attorney and its office, and any other agents and employees of the City.

POCKETINET will not be required to indemnify the City for the negligent acts of the City or its officials, boards, commissions, agents or employees. The City will indemnify and hold POCKETINET harmless from any claims or causes of action arising from any acts by the City involving the City's use of the access channel(s) or the emergency alert System.

## SECTION 6. ENFORCEMENT AND TERMINATION

### 1. FORFEITURE AND TERMINATION

- A.** In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right (after notice and the opportunity to cure as provided by Subsection C, below) to forfeit and terminate the Franchise and all rights and privileges of POCKETINET hereunder in the event of a material breach of this Franchise's terms and conditions. A material breach by POCKETINET shall include, but shall not be limited to the following:
- i. Violation of any material provision of the Franchise or any material rule, order, regulation or determination of the City Council made pursuant to the Franchise;
  - ii. Attempt to evade any material provision of the Franchise or practice any fraud or deceit upon the City;
  - iii. POCKETINET abandons the System or terminates the System 's operations.
- B.** The foregoing shall not constitute a breach if the violation occurs, but it is without fault of POCKETINET. POCKETINET shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.
- C.** The City shall make a written demand that POCKETINET comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If the violation by POCKETINET continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, or if the City Council believes that POCKETINET cannot or is not making good faith efforts to comply with such written demand, the City Council may appoint a hearing examiner to take under consideration the issue of termination of the Franchise. The City shall cause to be served upon POCKETINET, at least twenty (20) days prior to the date of such hearing, a written notice of intent to request such termination and the time and place of the hearing. Public notice shall be given of the hearing and issue(s) which the City Council or hearing examiner is to consider.
- D.** The City Council or hearing examiner, if appointed, shall hear and consider the issue(s) and hear any person interested therein, and determine in its discretion, whether or not any violation by POCKETINET has occurred. POCKETINET shall be entitled to participate fully in the hearing process, including a presentation of evidence and questioning of witnesses, so that the record will include all information pertaining to the alleged violation.
- E.** If the City Council or hearing examiner, if appointed, shall determine the violation by POCKETINET was the fault of POCKETINET and within its control, the City Council or hearing examiner, if appointed, shall determine if the violation can be cured. If the violation cannot be cured, or if it is determined that POCKETINET is unwilling to cure said violation, the Franchise may be forfeited or terminated. If the violation can be cured, the City Council or hearing examiner, if appointed, shall specify the action or actions to be taken by POCKETINET to cure the violation and set a compliance date. If there is no compliance within the period stated, then the City Council may terminate the Franchise. Such determination shall be subject to judicial review in the Superior Court.

## 2. FORECLOSURE

Upon the foreclosure or other judicial sale of all or a substantial part of the System, or upon the termination of any lease covering all or a substantial part of the System, POCKETINET shall notify the City of such fact, and such notification shall be treated as a notification that a change in control of POCKETINET has taken place, and the provisions of this Franchise governing the consent of the City Council to such change in control of POCKETINET shall apply.

## 3. RECEIVERSHIP

The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver, or trustee, to take over and conduct the business of POCKETINET, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

- A. Within one hundred twenty (120) days after the election or appointment of a receiver or trustee, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults hereunder; and,
- B. Such receiver or trustee, within said one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

## 4. BANKRUPTCY

The City shall have the right to cancel this Franchise immediately should POCKETINET liquidate, become insolvent, make a transfer for the benefit of creditors, or reorganize and enter into an arrangement for the benefit of creditors or file a voluntary petition in bankruptcy; or an involuntary petition in bankruptcy is filed against POCKETINET and is not dismissed within one hundred twenty (120) days after the filing.

## 5. REMOVAL OF SYSTEM

At the expiration of the term for which this Franchise has been granted, or upon its lawful termination or revocation as provided herein, POCKETINET shall forthwith, upon notice by the City, remove at POCKETINET 's own expense all designated portions of the System from all Rights-of-Way within the City, and shall restore said Rights-of-Way in accordance with the City's Design Standards and Standard Construction Specifications; provided, however, POCKETINET shall have the right to sell its physical plant to a subsequent POCKETINET, subject to City approval as provided in SECTION 4, in which case said plant need not be removed and POCKETINET shall continue to operate the System during such interim period prior to the sale. If POCKETINET fails to commence removing or operating its Facilities within thirty (30) days of request and proceeds diligently with the removal, the City may perform the work at POCKETINET 's expense. Any property of POCKETINET remaining in place in any Right-of-Way one hundred eighty (180) days after the expiration, termination or revocation of this Franchise shall be considered permanently abandoned and may become the property of the City at the City's discretion.

## SECTION 7. MISCELLANEOUS PROVISIONS

1. **NOTICES.** Any notice to be served upon the City or POCKETINET shall be delivered to the following addresses respectively:

City of Dayton  
111 S. 1<sup>st</sup> Street

PocketiNet Communications, Inc.  
45 Terminal Loop Rd., Suite 210

## **2. TIME LIMITS STRICTLY CONSTRUED**

Whenever this Franchise sets forth a time for any act to be performed by POCKETINET, such time shall be deemed to be of the essence, and any failure of POCKETINET to perform within the allotted time may be considered a material violation of this Franchise and sufficient grounds for the City to invoke any relevant remedy. However, in the event that POCKETINET is prevented or delayed in the performance of any of its obligations under this Franchise by reason of force majeure, POCKETINET 's performance shall be excused during the force majeure occurrence and POCKETINET thereafter shall, under the circumstances, promptly perform the affected obligations under this Franchise or procure a substitute which is satisfactory to the City.

## **3. CUMULATIVE PROVISION**

The rights and remedies reserved to the City and POCKETINET by this Franchise are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the City and POCKETINET may have with respect to the subject matter of this Franchise, and a waiver thereof at any time shall have no effect on the enforcement of such right or remedies at a future time. Further, either the City or POCKETINET may seek any legal or equitable relief allowed by law provided that, if both parties agree, the City and POCKETINET may seek methods of alternative dispute resolution.

## **4. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

POCKETINET, its contractors, subcontractors, employees, and agents shall comply with all applicable federal, state, and local laws, rules, and regulations issued pursuant thereto. POCKETINET and the City have carefully reviewed this Franchise and believe that all provisions hereof are enforceable and in full compliance with all applicable federal, state, and local laws, and regulations in effect on the date of execution. If POCKETINET shall discover that any significant aspect of the operation or of any provision of the plans, specifications, or configurations of POCKETINET's System is contrary to or inconsistent with any applicable law, ordinance, rule, or regulation, POCKETINET shall promptly report such fact to the City in writing. POCKETINET and the City shall also be entitled to all rights and be bound by all changes in applicable local, state, and federal laws which occur subsequent to the date of this Franchise. POCKETINET and the City acknowledge that their rights and obligations under this Franchise are explicitly subject to all such changes.

## **5. CAPTIONS**

The captions to sections and subsections contained herein are intended solely to facilitate the reading thereof such captions shall not affect the meaning or interpretation of the text herein.

## **6. CONSTRUCTION OF AGREEMENT**

This Franchise shall be governed, construed, and enforced in accordance with the laws of the State of Washington as amended from time to time, and any other applicable local, state and federal laws, rules, regulations, legislation, or orders as such now exist, are later amended or subsequently adopted.

## **7. NO JOINT VENTURE**

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

## **8. ENTIRE AGREEMENT**

This Franchise and all attachments represent the entire understanding and agreement between the City and POCKETINET hereto with respect to the subject matter hereof and supersede all prior oral and written negotiations between the parties. This Franchise can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to this Franchise or to the appropriate attachment and which is signed on behalf of both parties.

## **9. ACTIONS OF THE CITY OR POCKETINET**

In any action by the City or POCKETINET mandated or permitted under the terms hereof, both parties shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

## **10. SEVERABILITY, PREEMPTION, AND PRECEDENCE**

- A.** If any section, subsection, sentence, clause, phrase, provision, or portion of this Franchise is for any reason held invalid or unenforceable by any court of competent jurisdiction, or any state or federal regulatory agency having jurisdiction thereof, the remainder of this Franchise shall not be affected thereby, and each remaining section, subsection sentence, clause, phrase, provision, and portion of this Franchise shall be valid and enforceable to the fullest extent permitted by law.
- B.** In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Franchise, then the provision shall be read to be preempted to the extent and for the time required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City or POCKETINET, and any amendments to this Franchise negotiated as a result of such provision being preempted shall no longer be of any force or effect with respect to that provision.

## **11. VENUE**

Any action concerning a dispute arising under this Franchise shall be convened in Columbia County, Washington.

## **12. INTERPRETATION**

As a further condition of this Franchise, the parties acknowledge that this Franchise shall be deemed and construed to have been prepared mutually by both parties.

## **13. ATTORNEYS FEES.**

In the event that either party shall take action, whether judicial or otherwise, to enforce or interpret any of the provisions of this Franchise, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in such action, including reasonable attorneys' fees and costs, whether incurred in a court of law or otherwise.



**14. 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 of the City of Dayton 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

Authenticated/Attested By:

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

Approved as to form:  
Menke Jackson Berry, LLP

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

**EXHIBIT A**

**PocketiNet Communications, Inc.**

**Agreement Acceptance Form**

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

City of Dayton  
111 S. 1st Street  
Dayton, WA 99328

Re: Ordinance No. 1941, adopted on \_\_\_\_\_

To Whom It May Concern:

In accordance with and as required by Section 2 of City of Dayton Ordinance No. 1941, passed by the City Council and approved by the Mayor on \_\_\_\_\_ (the "Ordinance"), PocketiNet Communications, Inc., hereby accepts the terms, conditions and obligations to be complied with or performed as under the Ordinance.

Sincerely,  
PocketiNet Communications, Inc.

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

Title:

cc: Public Works Director, City of Dayton

ORDINANCE SUMMARY BY TITLE ONLY  
FOR PUBLICATION PURPOSES  
ORDINANCE NO. 1943

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, GRANTING A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE TO POCKINET COMMUNICATIONS, INC., A CORPORATION, LEGALLY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING A TELECOMMUNICATIONS SYSTEM IN THE PUBLIC RIGHTS-OF-WAY IN THE CITY, PROVIDING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

SECTION 1. DEFINITIONS

SECTION 2. FRANCHISE GRANTED

SECTION 3. STANDARDS FOR USE OF RIGHT OF WAY

SECTION 4. ADMINISTRATION AND REGULATION SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

SECTION 6. ENFORCEMENT AND TERMINATION

SECTION 7. MISCELLANEOUS PROVISIONS

The full text of Ordinance 1943 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, 7:00 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: \_\_\_\_\_



# Dayton City Planning Commission

Regular Meeting—Minutes

Tuesday, October 16<sup>th</sup>, 2018 at 6:30 PM

114 South 2<sup>nd</sup> Street, Dayton, Washington 99328



1. Call to Order
  - a. Chair Byron Kaczmarski called to order the regular meeting of the Dayton Planning Commission at 6:32 pm.
2. Roll Call and Establish Quorum
  - a. Members present: Byron Kaczmarski, Ashly Beebe, and Kathryn Witherington.  
Others present: Meagan Bailey, Planning Director
3. Review of Minutes
  - a. September 18<sup>th</sup>, 2018
    - i. A motion was made by Witherington and seconded by Beebe to approve the September 18<sup>th</sup>, 2018 meeting minutes as presented. Motion carries.
4. Communications from Citizens
  - a. None.
5. Public Hearings
  - a. 6:35 PM: Title 6 and Title 21 Amendments to the Dayton Municipal Code
    - i. Chair Kaczmarski opened the public hearing at 6:37 pm.
    - ii. Bailey provided a general summary of the ordinance amendments.
    - iii. With no members of the public present, Kaczmarski closed the public hearing at 6:39 pm.
    - iv. A motion was made by Beebe and seconded by Witherington to recommend to City Council to adopt the ordinance amendments as amended, whereas the table within DMC section 21-35.010 should be altered to where the headings read as follows: “First violation, Second violation, History of three or more similar violations.” None opposed, motion carries.
6. Old Business
  - a. Comprehensive Plan Update

- i. Bailey provided an update on the Scope of Work received by the hired consultant. Bailey also discussed the upcoming meeting schedule, and informed the Planning Commission a Comprehensive Plan amendment schedule would be provided during the November meeting.
- b. Continued discussion on infill development and incentive zoning
  - i. Planning Commission will continue to review. Amendments will be tied within the Development Regulation amendments as part of the overall Comprehensive Plan amendments.
- c. Continued discussion on vision/mission statement
  - i. Some ideas presented include:
    - 1. *Dayton: little town, big heart; Spend your days in Dayton; Dayton, a big little town; Celebrating our past, embracing our future; Preserving our history, growing new memories.*
    - 2. Witherington/Beebe will continue to compile a list of ideas for the Planning Commission to discuss. Once the finalists are selected, Bailey will coordinate different polling options to gather public input on the final options.

## 7. New Business

- a. Bailey informed the Planning Commission of the resignation of Laura Aukerman. Bailey will confirm her resignation in the November City Council meeting, and will begin advertisement immediately to fill the two openings.

## 8. Adjournment

- a. A motion was made by Beebe and seconded by Witherington to adjourn the regular meeting of the Dayton Planning Commission at 7:03 pm; none opposed; motion carries. Meeting adjourned.
- b. Next meeting: November 27<sup>th</sup>, 2018 @ 6:00 PM

Approved, November 27<sup>th</sup>, 2018

---

Byron Kaczmarski, Planning Commission Chair      Date

Attest:

---

Meagan Bailey, Planning Director

**RESOLUTION NO. 1360**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
DAYTON, WASHINGTON, APPROVING A MUNICIPAL SERVICES  
AGREEMENT FOR LODGING TAX FUNDED ACTIVITIES WITH THE  
DAYTON CHAMBER OF COMMERCE FOR FISCAL YEAR 2019  
(Term of January 1, 2019 through December 31, 2019)**

**WHEREAS**, the legislature has authorized the City to levy a special excise tax for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp (pursuant to RCW 67.28.180 and RCW 67.28.181); and

**WHEREAS**, revenue from taxes imposed under chapter 67.28 RCW shall be credited to a special fund in the City's treasury, to be used solely for the purpose of paying all or any part of the costs associated with tourism promotion, or operation of a tourism-related facilities (pursuant to RCW 67.28.1815); and

**WHEREAS**, the City, after the Planning/Economic Development Committee, duly reviewed Applications for Lodging Tax Funds and recommended lodging tax funded activities, wishes to have certain services performed hereinafter set forth requiring specialized skills and other supportive capabilities; and

**WHEREAS**, the Chamber represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Agreement; and

**WHEREAS**, the Chamber has historically provided excellent tourism promotion activities for Dayton businesses; and

**WHEREAS**, the City desires to contract with the Chamber for the tourism promotion activities described in the Scope of Work attached hereto as Exhibit A.

**NOW, THEREFORE**, for and in consideration of the mutual benefits set out herein, it is agreed as follows:

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Dayton, Columbia County, Washington, as follows:

**Section 1.** The **MUNICIPAL SERVICES AGREEMENT FOR LODGING TAX FUNDED ACTIVITIES** between the City of Dayton and Dayton Chamber of Commerce, in the form attached hereto as Exhibit "A" is hereby authorized and approved.

**Section 2.** The Mayor is hereby authorized to execute the municipal services agreement on behalf of the City of Dayton. The Mayor and his designee(s) are hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

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

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



**CITY OF DAYTON**

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

Attest:

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

Approved as to Form:

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

**MUNICIPAL SERVICES AGREEMENT  
LODGING TAX FUNDED ACTIVITIES**

**THIS AGREEMENT** made and entered into by and between the City of Dayton, a municipal corporation of the State of Washington, hereinafter referred to as "City," and "Dayton Chamber of Commerce", a Washington non-profit corporation, hereinafter referred to as the "Chamber".

**WHEREAS**, the legislature has authorized the City to levy a special excise tax for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp (pursuant to RCW 67.28.180 and RCW 67.28.181); and

**WHEREAS**, revenue from taxes imposed under chapter 67.28 RCW shall be credited to a special fund in the City's treasury, to be used solely for the purpose of paying all or any part of the costs associated with tourism promotion, or operation of a tourism-related facilities (pursuant to RCW 67.28.1815); and

**WHEREAS**, the City, after the Planning/Economic Development Committee, duly reviewed Applications for Lodging Tax Funds and recommended lodging tax funded activities, wishes to have certain services performed hereinafter set forth requiring specialized skills and other supportive capabilities; and

**WHEREAS**, the Chamber represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Agreement; and

**WHEREAS**, the Chamber has historically provided excellent tourism promotion activities for Dayton businesses; and

**WHEREAS**, the City desires to contract with the Chamber for the tourism promotion activities described in the Scope of Work attached hereto as Exhibit A.

**NOW, THEREFORE**, for and in consideration of the mutual benefits set out herein, it is agreed as follows:

- 1. Services.** The Chamber shall perform the services identified in the attached Scope of Work (Exhibit "A") as approved by the City Council's Planning/Economic Development Committee.
- 2. Funding.** The City shall retain \$4,450 (four thousand four hundred fifty dollars) plus 10% of the remaining balance for support of tourism and promotion events including events sponsored by the Chamber.. 100% of the remaining balance of lodging taxes accruing and received in 2019 will be distributed by the City to the Chamber for satisfactorily carrying out the Scope of Work described in Exhibit "A".

The funds pursuant to this Agreement shall be available for payment to the Chamber within 30-days following the receipt of the funds by the City. The Chamber shall provide copies of supporting documentation including, but not limited to, actual invoices for all reported expenses/expenditures prior to disbursement of special excise tax funds received by the City. The City shall not provide funds to the Chamber until said funds are actually received by the City from the Washington State Department of Revenue.

Special excise taxes on lodging funds received by the City pursuant to Chapter 67.28 RCW and this Agreement shall be the exclusive and total source of funds utilized for this Agreement. Any Chamber expenses in excess of actual special excise tax funds received by the City shall

be at the Chamber's risk and the City shall have no obligation for such expenses/expenditures.

- 3. Reporting.** The Chamber agrees to produce and provide the following reports to the City:
  - a. A Post-Event/Activity Report. The Post-Event/Activity Report shall be provided to the City of Dayton within twenty-one (21) days following an event/activity. It shall include the following information:
    - i. Total amount spent on the event;
    - ii. Overall attendance at the event/activity;
    - iii. Number of people who traveled more than 50 miles for the event/activity;
    - iv. Of the people who traveled more than 50 miles, the number of people who traveled from another state or country;
    - v. Of the people who traveled more than 50 miles, the number of people who stayed overnight in Dayton;
    - vi. Of the people that traveled more than 50 miles, the number of people that stayed overnight in *unpaid* accommodations (e.g. with friends and family);
    - vii. Attended but not included in one of the three categories above;
    - viii. Number of paid lodging room nights resulting from the event/activity.
  - b. Quarterly Reports. Quarterly reports shall be presented at a regularly scheduled city council meeting within thirty (30) working days following the close of the preceding fiscal quarter. The Report shall consist of information on the preceding quarter including, but not limited to the following:
    - i. Overall visits to the Visitor Center;
    - ii. Origin of Visitors
    - iii. Tourism/Commerce Inquiries;
    - iv. Relocation Inquiries;
    - v. Relocation Packets Sent;
    - vi. Other Tourism and Promotion Tracking and Indicators;
    - vii. Summary of Tourism and Promotion activities including recent events;
    - viii. Summary of upcoming events/activities in the current fiscal quarter;
    - ix. Other tourism and promotion projects and developments.
- 4. Term.** The term of this Agreement and the performance of the Chamber shall commence on January 1, 2019 and shall terminate on December 31, 2019.
- 5. Auditing of Records, Documents and Reports.** The Chamber shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Treasurer, or designated representative, shall have full access and the right to examine and copy during normal business hours, all of the records of the Chamber with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date of expiration of this Agreement (December 31, 2024).
- 6. Compliance with Federal, State and Local Laws.** The Chamber agrees to abide by all applicable federal, state and local statutes and regulations pertaining to the subject matter of this Agreement.
- 7. Indemnification.** The Chamber 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 while performing work or expending funds pursuant to this Agreement to the fullest extent proved 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 or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages, or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of the Chamber under this Agreement, except for injuries and damages caused by the sole negligence of the City. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event or activity occurring prior to expiration or termination.

- 8. Insurance.** Chamber shall obtain and keep in force during the terms of the Agreement the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to R.C.W. Title 48:
- a. Worker's compensation and employer's liability insurance as required by the State of Washington.
  - b. General commercial liability insurance in an amount not less than a single limit of \$1,000,000 for bodily injury, including death and property damage per occurrence.

Excepting the worker's compensation insurance secured by Chamber, the City will be named on all certificates of insurance as an additional insured. Chamber shall furnish the City with verification of insurance and endorsements required by this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Chamber shall submit a verification of insurance as outlined above within 14 days of the execution of this Agreement to the City.

No cancellation of the foregoing policies shall be effective without 30 days prior notice to the City.

The City will not pay progress payments under Section 2 of this Agreement until Chamber has fully complied with this Section. This remedy is not exclusive, and the City may take such other action as is available to them under other provisions of this Agreement, or otherwise in law."

- 9. No Discrimination.** Chamber shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 40.60.215 or other applicable law prohibiting discrimination.
- 10. Legal Relations.** Neither the Chamber, nor any employee, officer, official or volunteer of the Chamber shall be deemed to be an agent, employee or volunteer of the City. No liability shall attach to the Chamber or the City by reason of entering into this Agreement except as expressly provided herein.
- 11. Dispute Resolution.** Any dispute concerning questions of fact in connection with the work not disposed of by Agreement between Chamber and the City shall be referred for determination

to the City's Mayor, whose decision in the matter shall be final and binding on the parties of this Agreement, provided, however, that if an action is brought challenging the Mayor's decision, that decision shall be subject to de novo judicial review. In the event of litigation over the terms of this Agreement, each party shall bear its own attorney's fees and costs incurred therein.

**12. 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.

**13. Assignment.** Neither 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.

**14. Entire Agreement.** This document contains all covenants, Agreement 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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Chamber of Commerce

City of Dayton

\_\_\_\_\_  
Kathy Berg, President

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

Attested:

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

Approved as form:

Menke Jackson Beyer, LLP

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

EXHIBIT "A"

**2018  
MUNICIPAL SERVICES AGREEMENT FOR  
LODGING TAX FUNDED ACTIVITIES**

**DAYTON CHAMBER OF COMMERCE**

SCOPE OF WORK

The Dayton Chamber of Commerce agrees to provide the following services on behalf of the City of Dayton:

Agreement Start Date: January 1, 2019

Agreement End Date: December 31, 2019

Work to be completed: The Dayton Chamber of Commerce will utilize City of Dayton Lodging special excise lodging taxes to provide support for the following tourism and promotion services:

- 1) Advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists to Dayton;
- 2) Developing strategies to expand tourism within Dayton;
- 3) Operating the Dayton Chamber of Commerce serving as Dayton's Visitor Center; and
- 4) Funding the marketing or operation of special events and festivals designed to attract tourists, including, but not limited to:
  - Mule Mania
  - Dayton Days Parade
  - All Wheels Weekend
  - Alumni Weekend and Parade
  - Columbia County Fair
  - Dayton On Tour/Fall Festival
  - Oktoberfest
  - Ladies' Night Out

**RESOLUTION NO. 1361**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING AN AMENDMENT TO SECTION 3.A - SERVICES, OF THE AGREEMENT FOR LEGAL SERVICES BETWEEN THE MENKE JACKSON BEYER, LLP, ATTORNEYS AT LAW.**

**WHEREAS**, the City of Dayton, hereinafter referred to as “City” and Menke Jackson Beyer, LLP, Attorneys at Law, hereinafter referred to as “Firm”, entered into an agreement for legal services as approved by the Dayton City Council on June 8, 2015, with the costs of such services as designated in Section 3 - Compensation; and

**WHEREAS**, the City now desires to amend Section 3.A - Services, of the said legal services agreement to indicate an increase in hourly fees for services provided by the Firm’s Partner, Associate and Legal Assistant.

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

**Section 1.** Section 3, Compensation – A. Services, of the legal services agreement authorized June 8, 2015, between the City of Dayton and Menke Jackson Beyer, LLP, Attorneys at Law, is hereby amended as follows:

A. Services

All services shall be charged to the City at an hourly rate as follows:

- |                  |                                                                                                          |
|------------------|----------------------------------------------------------------------------------------------------------|
| 1) Partner       | \$215.00/hour                                                                                            |
| 2) Associate     | \$195.00/hour                                                                                            |
| 3) Anthony Menke | \$195.00/hour for labor contract negotiations, actual negotiations, mediations and interest arbitrations |

Charges shall be made in (6) minute increments.

All costs and expenses for services under the terms of this Agreement, except those as set forth in Section 3.B, shall be deemed included in the foregoing hourly billing rates.

Anthony Menke will represent the City and serve as the City’s chief negotiator in preparations for labor contract negotiations, actual negotiations, mediations, and interest arbitrations at \$195.00 per hour plus expenses. ULPs, Representation cases, grievances and grievance arbitration services will be at the regular partner rate.

**Section 2.** The Mayor is hereby authorized to execute the amendment on behalf of the City of Dayton. The Mayor and his designee(s) are hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

**Section 3.** This resolution shall take effect and be in full force January 1, 2019.

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

**CITY OF DAYTON**

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

Attest:

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

Approved as to Form:

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



**AGREEMENT FOR LEGAL SERVICES**

This AGREEMENT made and entered into this 8<sup>TH</sup> day of JUNE, 2015, but effective July 10, 2015, by and between the City of Dayton, Washington, herein after referred to as "City", and Menke Jackson Beyer, LLP, Attorneys at Law, hereinafter referred to as "Firm",

**WITNESSETH:**

**WHEREAS**, the City is a municipal corporation organized and existing pursuant to Title 35A of the Revised Code of Washington; and

**WHEREAS**, the City is required to make provision for obtaining legal counsel pursuant to Chapter 35A RCW; and

**WHEREAS**, the City has the need for services of a law firm with the particular training, ability, knowledge, and experience possessed by Firm; and

**WHEREAS**, the City has determined Firm is qualified and capable of performing the professional service as City does hereafter require, under these terms and conditions set forth; and

**WHEREAS**, it is the purpose of this Agreement to establish terms and conditions of creating this relationship under this Contract Agreement to serve as City Attorney for and to fulfill the duties of general and legal counsel to the City;

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTWS AND AGREEMETNS HEREIN CONTAINED, THE PARTIES DO AGREE AS FOLLOWS:**

**SECTION 1 - APPOINTMENT OF CONTRACT CITY ATTORNEY**

A. Anthony F. Menke ("Menke") of Menke Jackson Beyer, LLP, is hereby designated and appointed as Contract City Attorney for the City and shall serve and be compensated as provided under this Agreement in order to maximize the timeliness and usefulness of the delivery of such services. Quinn Plant, a partner in Menke Jackson Beyer, LLP, will serve most of the City Attorney municipal law service needs. Anthony Menke, senior partner, will serve as counsel for the City regarding policy issues, municipal relations and managerial needs and services inclusive of labor relations and personnel.

B. Menke and any other attorney(s) of Menke Jackson Beyer, LLP, assigned to perform approved City business shall, at all times while this Agreement is in effect and at their sole cost and expense, be fully qualified and licensed to practice law in the State of Washington and before all appropriate federal courts and other bodies and tribunals.

## SECTION 2 - SPECIFIC PERFORMANCE AND DUTIES

As General and Legal Counsel, the City Attorney or designated attorney from Firm shall perform the following duties, including, but not limited to:

- A. Attend regular or special City Council meetings and/or workshops. Attendance is only required upon the Mayor's request or his designee to attend such meeting(s).
- B. Consultation with the various boards and commissions of the City with approval by the Mayor or his designee
- C. Consultation with City administration including department heads.
- D. Provide appropriate oral or written legal advice and opinions required or requested. Such advice or opinion will ordinarily be requested by the City or it will be originated and proposed to appropriate staff by The Firm. If originated by The Firm, such services must be approved in advance by the Mayor or City Clerk-Treasurer.
- E. Prepare, review and/or approve as to form, contracts, agreements, resolutions, ordinances, and all other standard City documents.
- F. Provide such assistance and legal advice as may be required by the Mayor or his designee for the administration of the City.
- G. Represent the City in litigation where appropriate and assist and cooperate with special counsel as necessary. It is understood by the parties that The Firm shall notify the City where special counsel may be required and may assist the City in the selection of special counsel. It is recognized that the City's insurance program will represent the City in most tort claims, with the claims handled by the attorney(s) designated by the insuring entity. However, in litigation of the type specified, the City may determine, by background or expertise, that The Firm may be more appropriate for handling certain litigation. The City specifically reserves the right to retain, at its sole option, other legal counsel for litigation and other specialized legal matters including, but not limited to

utilizing Municipal Research and Services Center and Association of Washington Cities Risk Management Legal Services.

- H. Advise and assist the City in matters involving federal, state and local laws governing municipal government and its operations including, but not limited to public leasing, purchasing, contracting, code development and enforcement, land use matters, intergovernmental agreements, federal civil rights and related state and federal issues and labor and employment law and matters.
- I. Represent the City in union negotiations, mediations, grievances, arbitrations, PERC ULPs, PERC Representation cases and any other labor/personnel issues such as FLSA, Wage & Hour, ADA, Accommodations, Discrimination of any type, hostile work environment, personnel policy matters, performance reviews and similar labor law activities.
- J. Nothing in this Agreement shall prevent the parties from making use of current on line services and electronic devices for advise, consultation, communications, etc. This includes, but is not limited to, email, Skype, Go To Meeting and such other services to conduct in person conference calls, etc.
- K. Utilize best efforts and abilities to minimize legal expenses and advise City of liability exposure.

### SECTION 3 - COMPENSATION

The Firm shall be compensated under the terms of this Agreement as follows:

#### A. Services

All services shall be charge to the City at an hourly rate as follows:

- |                    |               |
|--------------------|---------------|
| 1) Partner         | \$195.00/hour |
| 2) Associate       | \$175.00/hour |
| 3) Legal Assistant | \$ 85.00/hour |

Charges shall be made in six (6) minute increments.

All costs and expenses for services under the terms of this Agreement, except those as set forth in Section 3.B, shall be deemed included in the foregoing hourly billing rates.

Anthony Menke will represent the City and serve as the City's chief negotiator in preparations for labor contract negotiations, actual negotiations, mediations and interest arbitrations at \$175.00

per hour plus expenses. ULPs, Representation cases, grievances and grievance arbitrations services will be at the regular partner rate.

**B. Expenses**

The Firm shall be reimbursed for direct out-of-pocket expenses actually and necessarily incurred in the course of providing legal services under this agreement in preparation for and maintaining the prosecution or defense of litigation, including, but not limited to: court costs, jury fees, service costs, witness fees, deposition costs, reporters' costs, title reports, photographs, diagrams, maps, on line research, analyses of documentation such as redaction for PRR, mileage for travel at the IRS rate and similar expenses. Travel time will be invoiced at 2/3rds the applicable hourly rate above.

**C. Billing Statements**

Billing for hourly services and expenses shall be monthly and identified as follows:

- a. Date of Service
- b. Amount of time of service
- c. Description of service including topic or area of service (i.e. letter re: water ordinance, phone call discussing sewer litigation, research re: land use matter, attend Planning Commission meeting, etc.)
- d. Fee
- e. Name of Authorized requestor
- f. Payment for hours billed shall be due and payable upon review and approval by the City Clerk-Treasurer.

**D. Payments**

Payment for hours billed shall be due and payable upon review and approval by the City Clerk-Treasurer.

- E.** The City and The Firm agree to review this Agreement on an annual basis to determine a fair amount of compensation for services rendered.

**SECTION 4 - AUTHORIZATION FOR SERVICES**

- A.** To control costs, all City requests for legal services will be directed back to the Mayor or his designee or City Department Head.
- B.** Service will be specifically authorized by the Mayor or his designee or City Department Head.

## **SECTION 5 - INDEPENDENT CONTRACTOR**

The Firm shall perform all services required under this Agreement as an independent contractor of the City, and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. The Firm shall not at any time or in any manner represent that it or any of its employee or agents are City employees.

## **SECTION 6 - CONFLICT OF INTERESTS**

It is hereby understood and agreed that The Firm is also in private practice and shall continue such practice. The Firm will not knowingly, however, undertake any representation which would create a conflict of interest. If such a conflict should occur, The Firm shall immediately notify both the City and any other client with whom such conflict of interest pertains and shall not represent any such client further in the matter involving the City.

## **SECTION 7 - INSURANCE AND INDEMNIFICATION**

### **A. Minimum Scope of Insurance**

The Firm shall obtain at no cost to the city and maintain said insurance in force for the duration of this agreement, insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Firm's Commercial General Liability insurance policy with respect to the work performed for the City of Dayton.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Attorney's profession.

### **B. Minimum Amounts of Insurance**

Attorney shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Employer's Liability each accident \$1,000,000, Employer's Liability Disease-each employee \$1,000,000, and Employer's Liability Disease - Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

#### C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Firm's insurance coverage shall be primary insurance as respect the City of Dayton. Any insurance, self-insurance, or insurance pool coverage maintained by the City of Dayton shall be excess of the Firm's insurance and shall not contribute with it.
2. The City of Dayton will not waive its right to subrogation against the Firm. The Firm's insurance shall be endorsed acknowledging that the City of Dayton will not waive their right to subrogation. The Firm's insurance shall be endorse to waive the right of subrogation against the City of Dayton,  
The Firm, as an independent contractor, is solely liable for and shall comply with all State of Washington Workers' Compensation statutes and regulations.

#### a. Indemnification

1. The Firm, for itself and its officers, officials, agents, employees, shall defend, indemnify, and hold the City, its successors, assigns, officers, employees, volunteers and elected officials harmless from and against any and all claims actions, suits, liability, loss, expenses, damages and judgments, including reasonable costs and attorney fees in defense thereof, for: (i) damage to or loss of the property of any person (including, but not limited to The Firm, 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 Firm, the The Firm's subcontractors, the City, and third parties), arising out of, incident to, concerning, or resulting solely from the negligence or willful misconduct of The Firm, 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 Firm's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising solely from the sole negligence of the City, its officers, officials, employees or agents. Should both parties be found negligent, the parties agree to be responsible for their share of damages, expenses, costs and judgment in proportion to their respective faults'. The Firm's defense obligation under this indemnity paragraph shall include only reimbursement of reasonable defense costs to the extent of The Firm's actual, proportional indemnity obligation hereunder.

2. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or property caused by or resulting from the concurrent negligence of the Firm and the City of Dayton, its officers, officials, employees, and volunteers, the Firm's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Firm's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Firm's waiver of immunity under the Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## **SECTION 8 - RECORDS AND DOCUMENTS**

### **A. Ownership**

All reports, records, documents or other materials prepared by The Firm, its employees and agents in the performance of this Agreement shall be the property of the City and The Firm. Said information shall be delivered to the City upon request by the

City subject to approval by The Firm or upon termination of this Agreement. The Firm shall have no claim for further or additional compensation as a result of the exercise by the City of its full right of ownership of the documents and material hereunder. The Firm may retain copies of such records and documents for its own use.

**B. Release**

No record, document, reports or other material prepared by The Firm in the performance of services under this Agreement shall be released publicly without prior written approval of the City, and The Firm except as required by law.

**SECTION 9 - NON-DISCRIMINATION**

In the hiring of employees for the performance of work under this Agreement or any sub-contract, The Firm, its sub-contractors, or any person acting on behalf of The Firm or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

**SECTION 10 - TERMINATION**

**A. Termination By City**

The Firm shall at all times serve under the terms of this Agreement at the pleasure of the Mayor and City Council, and the City Council hereby reserves the right to terminate this Agreement at will, with or without cause, by providing written notice to The Firm. The City will endeavor, however, to give reasonable notice of an intention to terminate, but not less than thirty (30 days). Upon receipt of any notice of termination, The Firm shall cease all services under this Agreement except as may be specifically approved by the City. At that time, all further obligation of the City to pay The Firm for services rendered under this Agreement shall thereupon cease, except as set forth in Section 10.C; provided, however, that the City shall be obliged to pay for all services, costs, and expenditures lawfully incurred by The Firm prior to the effective date of such termination, or subsequent to the date of termination at the direction of the City.



B. Termination By The Firm

The Firm reserves the right to terminate this Agreement by giving ninety (90) days advance written notice to City.

C. Mutual Obligations Upon Termination By Either Party

In the event of termination of this Agreement by either party, The Firm shall cooperate with the City in transferring files and assignments to the City Clerk-Treasurer or City designee.

**SECTION 11 - NOTICES**

Notices regarding this agreement shall be given in writing to the parties at the following addresses:

CITY: City of Dayton  
111 S. 1<sup>st</sup> Street  
Dayton, WA 99328

THE FIRM: Menke Jackson Beyer, LLP  
807 N. 39<sup>th</sup> Avenue  
Yakima, WA 98902

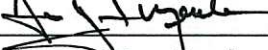
**SECTION 12 - AMENDMENT OF AGREEMENT**


This Agreement contains all of the agreements of The Firm and the City. This Agreement may be amended at any time by mutual consent of the parties by an instrument in writing.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate the 8<sup>TH</sup> day of JUNE, 2015.

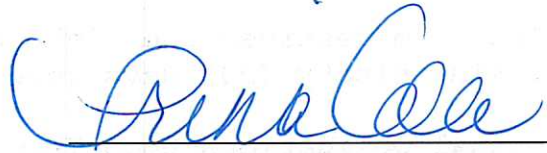
Menke Jackson Beyer, LLP

City of Dayton

By:   
\_\_\_\_\_  
Anthony F. Menke  
Senior Partner

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

Attested by:



Trina Cole, City Clerk

**ORDINANCE NO. 1944**

**AN ORDINANCE OF THE CITY OF DAYTON, WASHINGTON, ESTABLISHING CITY OFFICE HOURS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SUMMARY PUBLICATION BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Washington state law, as codified in 35A.21.0710 RCW requires that municipalities establish office hours by ordinance.

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

Section 1. City Office Hours. A new chapter 1-1 is hereby added to the Dayton Municipal Code to read as follows:

**Chapter 1-1  
CITY OFFICE HOURS**

Sections:

- 1-1.02 Establishment and purpose.
- 1-1.04 Office location.
- 1-1.06 Days and hours of operation.
- 1-1.08 Authority.

1-1.02 - Establishment and purpose.

Pursuant to the authority contained in RCW 35A.21.070, there is established for the City the days and hours of operation of City Offices for the transaction of business.

1-1.04 - Office location.

The address of the City is 111 S. 1st Street, Dayton, WA 99361.

1-1.06 - Days and hours of operation.

The days and hours of operation of City Hall will be from 7:00 a.m. until 4:00 p.m., Monday through Thursday, except on days legally designated as holidays or at times of emergency. City Hall shall post on or about the building entryway the days and hours of operation for the Office.

**Section 2. Severability.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**Section 3. Effective Date/Summary Publication.** A summary thereof of this Ordinance consisting of its title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF DAYTON, WASHINGTON, AT A REGULAR MEETING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

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

**RESOLUTION NO. 1362**

**A RESOLUTION TO THE CITY OF DAYTON, COLUMBIA COUNTY,  
WASHINGTON ADOPTING THE 2018 UPDATE OF THE COOPERATIVE  
PARKS MASTER PLAN IN CONJUNCTURE WITH COLUMBIA COUNTY  
AND THE PORT OF COLUMBIA**

**WHEREAS**, the City of Dayton, Columbia County, and Port of Columbia worked simultaneously in 2014 to create the original Cooperative Parks Master Plan; and,

**WHEREAS**, the purpose of updating parks and recreation plans is to assess the parks and recreation facilities current use and repair levels and plan for the current and future recreation needs of the community; and,

**WHEREAS**, in order to remain eligible and competitive for grant opportunities, recreation plans such as the Cooperative Parks Master Plan must be updated every five years; and,

**WHEREAS**, each involved agency reviewed the current Cooperative Parks Master Plan and suggested edits to ensure accuracy of current information; and,

**WHEREAS**, Columbia County Planning acted as lead for this project update, and coordinated all requested updates into one coherent document; and,

**WHEREAS**, the City of Dayton Planning Commission held a duly advertised public hearing on December 18<sup>th</sup>, 2018 to take testimony for or against the proposed amendments to the plan; and,

**WHEREAS**, the City of Dayton Planning Commission recommended approval of the joint plan after review of a draft of the plan; and,

**WHEREAS**, the Dayton City Council recognize the City of Dayton Planning Commission's abilities to provide sound advice in land use issues together with providing the greatest possible benefits for the citizens of Dayton.

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

Section 1. The Cooperative Parks Master Plan is hereby adopted as the Park and Recreational Plan for the City of Dayton, Washington and that a certified copy of this

resolution and the Cooperative Park Master Plan shall be filed with the City Clerk for public use and inspection, and shall be filed with the State of Washington Recreation and Conservation Office.

Section 2. This Cooperative Park Master Plan shall be included as part of the City's 2020 Comprehensive Plan update by reference.

**PASSED** by the City Council of Dayton, Washington this 19<sup>th</sup> day of December, 2018.

City of Dayton

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

Attest:

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

Approved as to form:

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



## ***Columbia County, WA Planning Staff Report Updates to Planning and Building Fee Schedules***

*Cooperative Park Master Plan Update; Resolution 1362*

To: Dayton City Council

From: Columbia Co. Planning

SEPA: Categorically exempt per WAC 197-11-800(19).

Public hearing: December 18<sup>th</sup>, 2018

For: Adoption by Resolution

Date: December 19<sup>th</sup>, 2018

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### **Proposal:**

Being a request to approve and adopt the updated Cooperative Park Master Plan.

### **Background:**

In 2013, Columbia County, the City of Dayton, and the Port of Columbia each contracted with Eastern Washington University to update all three of their Park and Recreation Master Plans and to create a single document to be referenced in their respective comprehensive plans.

The resulting document, which made use of extensive data gathered from jurisdictions, stakeholders, and community members, was designed to:

- Create a consolidated inventory of parks and recreation lands.
- Assess the parks and recreation facilities current use and repair levels.
- Identify and plan for current and future recreational needs of the community.
- To provide each jurisdiction with a Parks and Recreation Element in their comprehensive plans to be referenced for funding opportunities.

The approval process required a SEPA determination, public approval for each jurisdiction, followed by consideration to formally adopt the plan by the Columbia County Commissioners, Dayton City Council, and the Port of Columbia Board of Commissioners.

The Cooperative Park Master Plan was initially adopted by Columbia County, the Port of Columbia, and the City of Dayton in February, 2014. The Town of Starbuck was listed in the plan as an Appendix, but did not formally adopt the plan.

In order to remain competitive in seeking grants and to meet planning standards for the Resource Conservation Office, the agencies agreed to perform a comprehensive five-year plan update in 2018. The Town of Starbuck agreed to participate formally in the 2018 update, making it a four-agency plan.

The City of Dayton, the Town of Starbuck and the Port of Columbia each reviewed the 2014

Cooperative Park Master Plan for accuracy and submitted edits and inventory updates to Columbia County, which served as lead agency for the update. The County also performed a detailed review, incorporated them into the plan, and sent the updated, compiled plan back out for review.

Each involved agency has reviewed and verbally approved the updated plan. Following individually scheduled public hearings, each agency will move to adopt or reject the updated 2018 Cooperative Park Master Plan.

Once adopted, Columbia County, the City of Dayton, the Port of Columbia, and the Town of Starbuck will reference the updated Cooperative Park Master Plan as part of the Parks and Recreation Element in their respective Comprehensive Plan updates.

**Findings of Fact:**

1. The original Cooperative Park Master Plan was adopted by the City of Dayton, Columbia County, and the Port of Columbia in February 2014.
2. A SEPA DNS for the original adoption of the Cooperative Park Master Plan was issued January 24<sup>th</sup>, 2014.
3. Columbia County is the Lead Agency for this project. The Lead Agency has determined that this update is categorically exempt from SEPA per WAC 197-11-800(19).
4. The plan was submitted to the City of Dayton Planning Commission on November 27<sup>th</sup>, 2018.
5. The City of Dayton Planning Commission held a public hearing on December 18<sup>th</sup>, 2018 to receive testimony for or against the proposed updates.
6. After hearing all testimony for or against the proposed document, the Planning Commission recommended adoption of the final Cooperative Park Master Plan to the Dayton City Council.
7. The updated plan will meet grant requirements and make the City more competitive in seeking grant funding.
8. The updated Cooperative Park Master Plan will be referenced in the Parks and Recreation Element of the City of Dayton 2020 Comprehensive Plan Update by reference.

**Discussion:**

Request that the Dayton City Council:

1. Adopt the 2018 Cooperative Park Master Plan as presented; or,
2. Return the 2018 Cooperative Park Master Plan to the Planning Department for further revisions; or,
3. Reject adoption of the 2018 Cooperative Park Master Plan.

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Meagan Bailey, Planning Director



# Cooperative Park Master Plan

Columbia County

City of Dayton

Port of Columbia

Town of Starbuck



*Columbia County, Washington*

*Adopted 2018 Master Parks Plan Update*

*Columbia County – December, 2018*

*City of Dayton – December, 2018*

*Port of Columbia – December, 2018*

*Town of Starbuck – January, 2019*

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# INTRODUCTION

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## PLANNING PROCESS

Columbia County in southeast Washington is rich with parks and recreation facilities and opportunities. The county is composed of prairies and forests, rivers and mountains. The county provides the community with a wide range of recreational activities, but also strives for more. In 2013, Columbia County, the City of Dayton, and the Port of Columbia came together to update all three of their Parks and Recreation Master Plans and to create a single document to be referenced in their comprehensive plans. The Town of Starbuck, located in Columbia County, was included as an appendix in the original plan. Starbuck actively participated in the 2018 update and requested to be formally included in the plan.

The following document was created with the help of students from Eastern Washington University, the four jurisdictions, stakeholders, and the community. This document was designed to serve three primary purposes: to create a consolidated inventory of parks and recreation lands, to identify and plan for the future recreational needs of the public, and to provide each jurisdiction with a Parks and Recreation Element in their comprehensive plans to be referenced for funding opportunities.

# APPROVAL

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2018 Updated Cooperative Park Master Plan Adopted by:

Columbia County on December 17<sup>th</sup>, 2018

City of Dayton on December 19<sup>th</sup>, 2018

Port of Columbia on December 12<sup>th</sup> 2018

Town of Starbuck on January 8<sup>th</sup>, 2019

This copy of the Columbia County Cooperative Park Master Plan is the adopted plan including all edits and updates from the Port of Columbia, City of Dayton, Columbia County and the Town of Starbuck.

The original approval process required a SEPA determination, public approval for each jurisdiction, followed by consideration to formally adopt the plan by the Columbia County Commissioners, Dayton City Council, and the Port of Columbia Board of Commissioners.

The 2018 update also involved public input opportunities for each jurisdiction, followed by the plan's formal adoption by the Columbia County Commissioners, Dayton City Council, Town of Starbuck City Council, and the Port of Columbia Board of Commissioners.

## For more information please contact:

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Columbia County  
City of Dayton

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

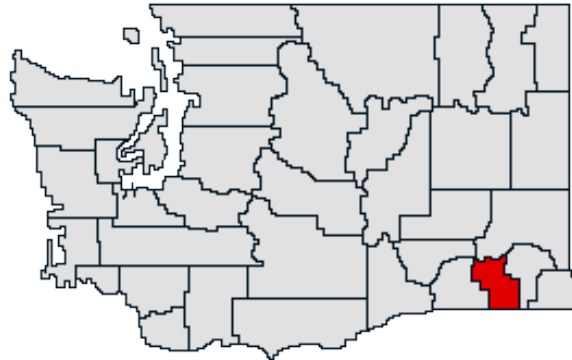
**Jennie Dickinson, Port Director**  
Port of Columbia

1 Port Way  
Dayton, WA 99328  
(509) 382-2577  
[jennie@portofcolumbia.org](mailto:jennie@portofcolumbia.org)

# BACKGROUND & HISTORY

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## LOCATION & POPULATION



Columbia County is located in southeast Washington, bordering Whitman County to the north, Walla Walla County to the west, Garfield County to the east, and the state of Oregon to the south. The county has two population centers, the City of Dayton, and the Town of Starbuck. Dayton has a population of 2,526 and Starbuck 129, based on the 2010 census. The county has a total population of 4,078.



## IMPORTANCE OF HISTORY

The history of Columbia County is apparent in many of the parks and recreation opportunities. Columbia County was one of the first places settlers came to in Washington. Lewis and Clark camped east of where Dayton is today on their return trip. This rich history is evident in many of the parks and recreation sites and is a point of pride to the people of Columbia County.

# PARK & RECREATION TYPES

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Columbia County has a wide variety of parks and recreation features serving the local community and visitors seeking outdoor/wilderness or “Historic Dayton” experiences. This inventory includes local, state, federal, non-profit, and privately owned parks and recreation facilities providing a wide spectrum of opportunity that exists in the community.

Three types of parks and recreation facilities are present in Columbia County:

## **COMMUNITY PARK**

Community Parks serve the immediate population in the area. Community Parks vary in size from less than one acre to about four acres. These parks are ideally located within a half mile of residential areas and are safely accessible by walking. At a minimum, Community Parks should have open space and playground equipment.

## **REGIONAL PARK**

Regional Parks serve the entire county and offer recreational opportunities to residents and tourists. In Columbia County, Regional Parks are between two and several thousand acres. These parks offer several different park and recreational opportunities to serve a broad spectrum of the public.

## **SPECIAL USE FACILITY**

These facilities or features are intended to serve specific recreational needs. The size and location of Special Use Areas varies according to use. Special Use Areas include trailheads, snow-parks, ball field complexes, campgrounds, and other specific recreation facilities.

# COUNTYWIDE INVENTORY

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Parks and Recreation land and facilities owned by Columbia County, the City of Dayton, the Town of Starbuck, and the Port of Columbia are separated into their own section in the document. The following inventory list shows these lands, while also including publicly and privately owned recreation lands within the county. The purpose of this inventory is to provide the public with a directory of parks and recreation facilities to be used in the creation of guidebooks and maps, and/or made available for online access. Condition was determined by site visit and website information.

<b>Name</b>	<b>Type</b>	<b>Location</b>	<b>Operating Agency</b>	<b>Features</b>	<b>Size</b>	<b>Condition</b>
Athletic Fields	Special Use Area	Dayton – West of Touchet River	Dayton School District	Baseball, Football, Track	11 acres	Good
Boldman House Museum	Special Use Area	Dayton	Dayton Historical Depot Society	Museum, Interpretive Information	Two structures .33 acres	Good
Caboose Park	Community Park	Dayton	City of Dayton	Caboose, Playground	.5 acres	Good
Camp Nancy Lee	Special Use Area	County	Kiwanis Club of Dayton	Cabin	Unknown	Fair
Camp Touchet	Special Use Area	County	Columbia Basin Baptist Association	Private Party Use, Overnight Facilities	80 acres	Good
Camp Wooten State Park	Regional Park	County	Washington State	Cabins, Day Use, Swimming, Fishing, Hiking, Tennis, Canoeing, Private Parties	40 acres	Good
Columbia County Fairgrounds	Regional Park	County	Columbia County	Horse Track, Tack, Pavilions	26 acres	Fair
Columbia County Shooting Association	Special Use Area	County	Private	Open Shooting Range – 100 Yard	5 acres	Good
Dayton Elementary School	Special Use Area	Dayton	Dayton School District	Playground, Softball, Open Space	2.73 acres	Good

<b>Name</b>	<b>Type</b>	<b>Location</b>	<b>Operating Agency</b>	<b>Features</b>	<b>Size</b>	<b>Condition</b>
Dayton High School	Special Use Area	Dayton	Dayton School District	Outdoor Basketball, Indoor Gym, Playfield	3.6 acres	Fair- some areas need improvement
Dayton Historic Train Depot	Special Use Area	Dayton	Dayton Historical Depot Society	Museum, Courtyard, Interpretive Information	2 buildings .5 acres	Good
Eckler Mountain Sno-Park	Special Use Area	County	Columbia County	Snowmobiling, Snowshoeing, Cross County Skiing, Parking	56 miles of trails	Good
Flour Mill Park	Community Park	Dayton	Banner Bank	Gazebo, Art, Interpretive Signs	1.4 acres	Good
Godman Trailhead & Campground	Special Use Area	County	U.S. Forest Service	Camping, Picnic Tables, Parking, Toilet, Trail Access	West Butte Trail	Good
Historic Dayton Pathway	Special Use Area	Dayton	City of Dayton	Pathway, Art	2 blocks	Good
Ladybug Campground	Special Use Area	County	U.S. Forest Service	Hunting, Hiking, Camping, Toilets, Picnic Tables	Wenaha-Tucannon Wilderness	Good
Lake Bryan	Regional Park	County	Multi-jurisdictional, Army Corps of Engineers	Boating, Kayaking, Canoeing, Swimming, Fishing	60 acres	Good
Last Resort	Special Use Area	County	Private	Camping, RV, Playground, Cabins, Access to Hunting, Hiking, Fishing	28 acres	Good
Lewis & Clark Trail State Park	Regional Park	County	Washington State	Camping, Day Use, Fishing, Swimming	37 acres	Good
Little Goose Dam & Lock	Regional Park	County	Army Corps of Engineers	Day Use, Visitor Center, Fish Ladder Viewing Area, Fish Cleaning Facility	2 acres	Good



<b>Name</b>	<b>Type</b>	<b>Location</b>	<b>Operating Agency</b>	<b>Features</b>	<b>Size</b>	<b>Condition</b>
Little Goose Landing	Regional Park	County	Army Corps of Engineers	Day Use, Camping, Boat Launch, Fishing	2 acres (+ access to 60 acres)	Good
Lyons Ferry Marina	Regional Park	County	Port of Columbia	Camping, RV, Day Use, Dog Park, Marina, Fishing, Store, Restaurant	17 acres	Fair- some areas need improvement
Meadow Creek Trailhead	Special Use Area	County	U.S. Forest Service	Off Road Vehicle Trails, Equestrian Facilities, Parking, Toilet, Picnic Tables, Mountain Biking	Meadow Creek Trail 3miles	Good
Middle Point Trailhead	Special Use Area	County	U.S. Forest Service	Challenging trail with waterfall and scenic vistas	5.5 mile round trip hiking trail	Good
Palus Artifact Museum	Special Use Area	Dayton	Blue Mountain Heritage Society	Museum, Interpretive Information	1 building .15 acres	Good
Panjab Trailhead & Campground	Special Use Area	County	U.S. Forest Service	Trail Access, Wildlife Viewing, Equestrian Facilities, Fire Rings, Toilets, Parking, Camping	Panjab Trail 5 miles	Good
Patit Creek Campsite	Special Use Area	County	Dayton Development Task Force	Interpretive Signs, Open Space	20 acres	Good
Pietrzycki City Park Complex	Regional Park	Dayton	City of Dayton	See Below	22.03 acres	See Below
<ul style="list-style-type: none"> <li>Dayton (Pietrzycki) City Park (Main Park Area)</li> </ul>	Regional Park	Dayton	City of Dayton	Playground, Open Space, Day Use Picnic Area, Tennis, Exercise Stations, Skate Park, Garden, Pickle Ball	6.18 acres	Fair- some areas need improvement

<b>Name</b>	<b>Type</b>	<b>Location</b>	<b>Operating Agency</b>	<b>Features</b>	<b>Size</b>	<b>Condition</b>
• Dayton City Pool	Special Use Area of Regional Park	Dayton	City of Dayton	Outdoor Pool	.7 acres	Fair Condition
• Dayton Juvenile Fish Pond and Frisbee Golf	Special Use Area of Regional Park	Dayton	City of Dayton	Frisbee Golf, Juvenile Fishing and Parking	15.15 acres	Good – Needs ADA Access
Rattlesnake Trailhead	Special Use Area	County	U.S. Forest Service	Parking, Trail Access, Toilet, Wildlife Viewing	Rattlesnake Trailhead 2.5 miles	Good
Rock Hill Trailhead	Special Use Area	Dayton	Port of Columbia	Hiking Trail	1.5 mile loop	Good
Sawtooth Trailhead	Special Use Area	County	U.S. Forest Service	Parking, Trail Access, Wildlife Viewing	Sawtooth Trail 14 miles	Good
Ski Bluewood	Special Use Area	County	Private	Skiing, Cross County, Hiking, Day Use	400+ acres	Good
Slick Ear Trailhead	Special Use Area	County	U.S. Forest Service	Limited Parking, Trail Access, Wildlife Viewing	Slick Ear Trail 1.5 miles	Good
Smith Hollow School House	Special Use Area	Dayton	Blue Mountain Heritage Society	Museum, Interpretive Information	1 building .74 acres	Good
Snake River	Regional Park	County	Natural Resource, Multi-jurisdictional	Boating, Kayaking, Canoeing, Swimming, Fishing	23.2 miles (within the county)	Good
Sports Complex	Special Use Area	Dayton	City of Dayton	Baseball, Softball	5.02 acres	Good
Starbuck Bell Park	Special Use Area	Starbuck	Town of Starbuck	Historic Bell and Picnic Tables	.25 acre	Fair
Starbuck School	Special Use Area	Starbuck	Starbuck School District	Playground, Baseball, Basketball, Open Space	2 acres	Good
Starbuck Jail Park	Special Use Area	Starbuck	Town of Starbuck	Historic Jail and Public Restroom	5,000 Sq. Ft.	Fair

<b>Name</b>	<b>Type</b>	<b>Location</b>	<b>Operating Agency</b>	<b>Features</b>	<b>Size</b>	<b>Condition</b>
Starbuck Railroad Park	Community Park	Starbuck	Town of Starbuck	Sports Court, Slide, Open Space	2 acres	Fair
Starbuck Tucannon River Park	Community Park	Starbuck	Town of Starbuck	Swing Set, Open Space	.5 acre	Fair
Teepee Trailhead	Special Use Area	County	U.S. Forest Service	Toilet, Parking, Trail Access, Wildlife Viewing, Equestrian Trails and Trailer Parking	East Butte Trail, Mt. Misery Trail, Turkey Creek Trail, Smooth Ridge Trail	Good
Tenacum Timbers	Special Use Area	County	Latter Day Saints	Private Party Use, Overnight Facilities	Unknown	Good
Texas Rapids	Regional Park	County	Army Corps of Engineers	Day Use, Primitive Camping, Boat Launch, Fishing	2 acres (+ access to 113 acres)	Good
Touchet Corral Sno-Park	Special Use Area	County	USFS	Snowmobiling, Snowshoeing, Cross County Skiing, Parking	56 miles of trails	Good
Touchet River	Special Use Area	County	Natural Resource, Multi-jurisdictional, Private	Inner-tubing Swimming, Fishing, Lewis & Clark Trail State Park	55 miles	Good
Touchet River Dike Path	Special Use Area	Dayton/County	City of Dayton, Columbia County	Biking, Walking, Horseback Riding	1.45 miles	Good
Touchet Valley Golf Course	Special Use Area	County	Columbia County	Golf	35 acres	Fair
Tucannon Campground	Special Use Area	County	U.S. Forest Service	Camping, Parking, Toilets, Trail Access, Picnic Tables	Wenaha-Tucannon Wilderness	Good

<b>Name</b>	<b>Type</b>	<b>Location</b>	<b>Operating Agency</b>	<b>Features</b>	<b>Size</b>	<b>Condition</b>
Tucannon Habitat Management Area	Regional Park	County	Army Corps of Engineers	Day Use, Wildlife Viewing, Hiking, Fishing & Hunting Access	30 acres	Good
Tucannon Lakes	Special Use Area	County	Washington Department of Fish and Wildlife	Fishing, Fly Fishing	8 lakes	Good
Tucannon River	Special Use Area	County	Natural Resource, Multi-jurisdictional	Kayaking, Canoeing, Swimming, Fishing	62 miles	Good
Tucannon River RV Park	Special Use Area	County	Private	RV Park, Showers, Restrooms	33 Full Hookups	Good
Twin Buttes Trailhead	Special Use Area	County	U.S. Forest Service	Picnic Tables, Toilets, Parking, Trail Access, Fire Rings, Wildlife Viewing	Grizzly Bear Trail, East Butte Trail	Good
Umatilla National Forest	Regional Park	County	US Forest Service	Camping, Hiking, Snowmobiling, Cross Country Skiing, Snowshoeing, Mountain Biking, Fishing	1,406,513 acres (includes land outside the county)	Good

# PUBLIC INVOLVEMENT & NEEDS ANALYSIS

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## PUBLIC INPUT

A variety of methods were used to garner input for the original Cooperative Park Master Plan.

A total of 13 stakeholders participated in discussion-style interviews to uncover areas of concern, interest and to pinpoint the area's best parks and recreational assets.

Public input was also gathered at two community events via a "dot exercise" and written surveys. The data was used to help understand public perception of parks and recreation in the county as a whole.

Detailed results may be found in the Public Involvement & Needs Analysis chapter of the 2014 Cooperative Park Master Plan. An overall analysis is provided below.

## ANALYSIS OF SURVEYS

The public surveys conducted at Turkey Bingo, the basketball game, via survey monkey, and by mail-in provided the three jurisdictions with the necessary information on the needs and wants of the community. This information combined with the feedback from stakeholders helped formulate multi-jurisdictional goals and priorities for Columbia County as well as more specific goals and priorities for Columbia County, City of Dayton, and Port of Columbia.

Findings in the public surveys showed the county has a wide variety of available parks and recreation facilities available. The community overall feels there are adequate parks and moderate adequacy in recreation opportunities.

Stakeholders and members of the community identified areas that need improvement or additions through the written survey and through the dot exercise. The residents of Columbia County surveyed were most interested in adding an indoor swimming pool. They also would like to see a large community recreation center to provide meeting and event space, as well as space for indoor sports activities. The members of the county also showed their support for outdoor recreation activities and would like to see them expanded. One of the main concerns of the county is providing information to residents and visitors about where parks and recreation facilities are located.

# COOPERATIVE MISSION, GOALS, & PRIORITIES

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Utilizing the information gathered through the stakeholder interviews, the two public surveys, the online survey, and the mail-in survey, the jurisdictions formed this mission, goals, and priorities. These are meant to be a guiding vision for the cooperation between the jurisdictions to fulfill the needs and desires of Columbia County residents. In the following sections addressing each individual jurisdiction, the demands and needs assessed using public involvement were translated into goals, priorities, and capital improvement plans.

## MISSION

The mission of our multi-jurisdictional plan is to provide a framework for development, maintenance, and promotion of parks and recreation amenities within Columbia County.

## GOALS

- Increase recreational opportunities, which promote tourism to spur economic development.
- Meet the parks and recreation needs of the county residents.
- Provide equitable access to parks and recreation opportunities.
- Improve and promote existing parks and recreation.
- Regularly review parks and recreation facilities and services to evaluate maintenance requirements and to accommodate the future needs of the community.

## PRIORITIES

- Continue to develop recreation paths and trails in cooperation with the Blue Mountain Regional Trails Plan, adopted by the Walla Walla Valley MPO/SRTPO and Palouse RTPO, in February 2018.
- Develop a recreation map.
- Maintain recreation access to major waterways and state and federal lands.

# Columbia County



## COLUMBIA COUNTY INVENTORY

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Columbia County provides a diverse land for parks and recreation. The variety of recreational opportunities gives county residents many options, if they have access to and knowledge of them. Approximately 1500 Columbia County residents live in the county, outside the incorporated areas of Dayton or Starbuck. These residents have a high interest in the recreation opportunities the county provides. While there are several private park and recreation areas in the county, Columbia County only owns and operates the two following facilities located on the outskirts of Dayton, as well as Eckler Mountain Sno-Park.

## COLUMBIA COUNTY FAIRGROUNDS

The Columbia County Fairgrounds is located just outside of Dayton. The Fairgrounds includes a horse track and pavilions. The 26-acre property hosts a variety of events and recreation activities year round. Friends of the Columbia County Fairgrounds is composed of citizens interested in working with the County to update, maintain and improve fairgrounds facilities.

## TOUCHET VALLEY GOLF COURSE

Adjacent to the Columbia County Fairgrounds is the Touchet Valley Golf Course. The 35-acre golf course is partially in Dayton and partially in county land just outside the city limits. The nine-hole course features 2,931 yards of golf from the longest tees for a par of 36. The course rating is 35.5 and it has a slope rating of 122. The fairways are open but tree lined, and the small greens are flat.



## TOUCHET RIVER DIKE PATH

The Touchet River Dike Path is a special use area pathway that runs along the Touchet River in Dayton and in Columbia County south of the city. It is intended for bike and pedestrian use. The dike and path were constructed as a form of flood protection to preserve residential and commercial assets in the event of a flood.



# COLUMBIA COUNTY GOALS & PRIORITIES

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After evaluating the public surveys, Columbia County created the following list of Goals and Priorities for parks and recreation:

## GOALS

- To maintain and improve access to available recreation areas and activities for residents and tourists.
- Increase the visibility of available recreation areas and activities through a regional recreation map/brochure.
- Maintain acceptable levels of service for county-owned recreation facilities.
- Explore the viability of a bike/pedestrian path from Dayton to Waitsburg and of a Community Recreation Center.
- Work with landowners who are interested in creating or improving recreational opportunities.

## PRIORITIES

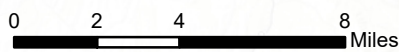
- Fairgrounds upgrades, connectivity, and usage.
- Golf course upgrades (irrigation) and visibility.
- Levee path maintenance.

# COLUMBIA COUNTY LEVEL OF SERVICE MAP



## Legend

- Parks & Rec Areas



1	ATHLETIC FIELDS	27	PATIT CREEK CAMPSITE
2	BELL PARK	28	PIETRZYCKI CITY PARK COMPLEX
3	BLUEWOOD SKI RESORT	29	RAILROAD PARK
4	BOLDMAN HOUSE MUSEUM	30	RATTLESNAKE TRAILHEAD
5	BRYANT PARK	31	SAWTOOTH TRAILHEAD
6	CAROUSE PARK	32	SLICK EAR TRAILHEAD
7	CAMP NANCY LEE KIWANIS	33	SMITH HOLLOW HISTORIC SCHOOL HOUSE
8	CAMP TOUCHET	34	SNAKE RIVER
9	CAMP WOOTEN STATE PARK	35	SPORTS COMPLEX
10	COLUMBIA COUNTY GUN CLUB	36	STARBUCK JAIL
11	DAYTON ELEMENTARY	37	STARBUCK SCHOOL
12	DAYTON HIGH SCHOOL	38	TEEFEE TRAILHEAD
13	DAYTON HISTORIC TRAIL DEPOT	39	TEXAS RAPIDS PARK
14	ECKLER MTN SNO PARK	40	TIMACUM TIMBERS LDS CHURCH CAMP
15	FAIRGROUND MAIN ENTRANCE	41	TOUCHET CORRAL SNO PARK
16	FLOUR MILL PARK	42	TOUCHET RIVER
17	GODMAN TRAILHEAD & CAMPGROUND	43	TOUCHET RIVER DIKE PATH
18	LADYBUG CAMPGROUND	44	TOUCHET VALLEY GOLF COURSE
19	LAKE BRYAN	45	TUCANNON CAMPGROUND
20	LEWIS AND CLARK TRAIL STATE PARK	46	TUCANNON HABITAT MANAGEMENT AREA
21	LITTLE GOOSE DAM USACE CORP OF ENGINEERS	47	TUCANNON LAKES
22	LYONS FERRY MARINA	48	TUCANNON RIVER
23	MEADOW CREEK TRAILHEAD	49	TUCANNON RIVER PARK
24	MIDDLE POINT TRAIL	50	TUCANNON RV PARK
25	PALUS ARTIFACT MUSEUM	51	TWIN BUTTES TRAILHEAD
26	PANJAB CAMPGROUND	52	UMATILLA NATIONAL FOREST

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

# COLUMBIA COUNTY CAPITAL IMPROVEMENT PLAN

The following chart shows the projects identified by Columbia County with completion expected by 2020. The Xs represent ideal completion dates. This chart is part of Columbia County’s updated Capital Improvement Plan. (The Columbia County Commissioners, Planning Department and Columbia County Engineers agreed upon the projects listed in the Capital Improvement Plan after reviewing the information collected from public surveys.) The projects listed in the CIP were taken directly from the adopted CIP provided by the County Engineer and ranked by the County Planning Department after reviewing the surveys.

<b>Project Name</b>	<b>Location</b>	<b>Estimated Completion Year</b>	<b>Estimated Cost</b>	<b>Possible Revenue/Funding Sources</b>
Levee Pathway Maintenance	Dike	Ongoing	\$105,000	Capital improvement fund
Golf course irrigation – planning & engineering	Golf Course	2020	\$20,500	Rural excise sales tax fund
Golf course irrigation-construction	Golf Course	2021	\$650,000	Rural excise sales tax fund
Youth building remodel	Fairgrounds	2021	\$95,875	Rural excise sales tax fund
West Fairground RV park	Fairgrounds	2022	\$35,000	Rural excise sales tax fund
Fairground electrical upgrades	Fairgrounds	2019	\$\$35,000	Rural excise sales tax fund
Grandstand Drainage	Fairgrounds	2020	\$39,000	Rural excise sales tax fund
Fairgrounds midway improvement	Fairgrounds		\$250,000	Rural excise sales tax fund

<b>Project Name</b>	<b>Location</b>	<b>Estimated Completion Year</b>	<b>Estimated Cost</b>	<b>Possible Revenue/Funding Sources</b>
Dayton to Waitsburg bike path**	Multi-owned City and County	2021	\$6,500,000	WSDOT, state entities
Fairgrounds stormwater improvements	Fairgrounds	2018	\$75,000	Rural excise sales tax fund
Recreational facilities parking improvements		2022	\$190,000	Rural excise sales tax fund
West grandstand replacement	Fairgrounds	2022	\$1,200,000	Rural excise sales tax fund
East grandstand replacement	Fairgrounds	2023	\$165,000	Rural excise sales tax fund

\*\* The Blue Mountain Region Trails Plan was complete and fully adopted by the Walla Walla Valley MPO/SRTPO and Palouse RTPO in February, 2018. The plan will unlock federal, state, and private grant funding opportunities to begin implementation. A 9.7 mile waking/biking path between Waitsburg and Dayton is listed in the plan as a short-term project, to be completed in years one through four of plan implementation.

# City of Dayton



## DAYTON INVENTORY

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The character of the city parks are a reflection of the community's history and desire to honor Dayton's heritage. The following park descriptions explain the park lands currently owned and operated by the City of Dayton, as well as highlights of those parks owned or operated by non-profit and private interests. Today, the citizens of Dayton celebrate its rich past by inviting guests to enjoy the city and parks with walking tours, annual festivals, and home tours that display Dayton's continued commitment to preservation and restoration. For the added pleasure of our visitors, Dayton offers first class accommodations, fine dining and interesting shops. Dayton is also in close proximity to some of the most prestigious wineries in Washington. Natural wonders such as Palouse Falls and the Blue Mountains are within a short drive.

## PIETRZYCKI CITY PARK

Pietrzycki City Park is the largest park in Dayton. This park has a total park area of 22 acres and is considered to be a regional park. There are many features within the park, including an outdoor pool, playground equipment, a Frisbee golf course, the juvenile fishing pond, baseball field, a day-use covered picnic area, tennis court, exercise stations, and a skate park. The location of this park provides access to the Touchet River Dike Path, the Touchet River, a foot bridge over the river to the Dayton School District athletic fields west of the river, and the Sports Complex south along the dike path.



**DAYTON CITY POOL** – Generally open June, July and August, the Dayton pool provided a variety of programs including: lap swim, swim team, lessons, aquacise, open swim, and night lap swim. The City closed the pool for the 2018 swim season after discovering cracks and heaving that could not be repaired in time for swim season. The facility is currently being assessed for repair and/or replacement options.

A Friends of the Dayton Community Pool group has formed and is submitting multiple grant applications for pool-related issues. The group is a nonprofit organization, operating under the umbrella of the Columbia County Community Network.

The Friends of the Dayton Community pool also secured grants from the Afterschool Program and the Blue Mountain Community Foundation, in 2018, to cover the costs of school bus transportation and free swim passes to send children to the Prescott Pool, 19 miles away. Columbia County Transportation provided free transportation for children not participating in the Afterschool Program.

**JUVENILE FISHING POND** - The fishing pond is located in Pietrzycki City Park. Each spring the pond is stocked with fish. Youth and adults with disabilities are encouraged to utilize this fishing area. This park area is considered a special use area within the regional park.

### **DAYTON DOG PARK**

A fenced play area, featuring separate spaces for small and large dogs, shade, and fresh water, is located in Petriezsky Park, just south of the fishing pond. The park, a joint effort of the Friends of the Dayton Dog Park, the City of Dayton and many volunteers, opened in the fall of 2017.

## SPORTS COMPLEX

The Sports Complex is located on the east side of the Touchet River, south of the Juvenile Fishing Pond and behind Dayton General Hospital. The Sports Complex has both a baseball field and softball field and is used for soccer in the fall. The Sports Complex covers a total of 5.02 acres.

## TOUCHET RIVER DIKE PATH

The Touchet River Dike Path is a special use area that runs along the Touchet River in Dayton. This partially-paved pathway, intended for bike and pedestrian use, is 1.5 miles long..

## CABOOSE PARK

Located on North 1st Street, one-half block north of Main Street, is Caboose Park which features a train caboose and children's playground equipment. Caboose Park covers a half-acre and is easily accessible from Historic Downtown Dayton on Main Street and the northeast residential area of the city. A \$65,000 Sherwood Trust Grant, awarded in 2018 will allow for future development to include landscaping, additional playground equipment and the possible addition of a splash pad.

## FLOUR MILL PARK

Located on Main Street, this downtown Dayton park borders the Touchet River. The park is a wonderful place for visitors to stop for lunch in the park gazebo, view local art, or rest on park benches. The park also is a trailhead to the Touchet River Dike Path connecting to Pietrzycki Park. Public restrooms and parking are provided for visitors to the Historic Downtown Dayton.

## DAYTON HISTORIC TRAIN DEPOT

Located east of Caboose Park, facing North 2nd Street, and adjacent to the railroad tracks, the Historic Dayton Train Depot has been preserved to showcase the history of Dayton and houses an historic museum and gift shop. The adjoining open courtyard serves Dayton residents and visitors with a Saturday's Market and music during the warm months and a shaded place to enjoy the outdoors on a hot summer day. Dayton's first year-round, ADA-compliant public restrooms, conveniently accessible to downtown visitors, were added in 2016.

## BOLDMAN HOUSE MUSEUM

The Boldman House Museum and Garden has a mission to bring life to the family home of Miss Gladys M. Boldman through restoration, conservation, interpretation, and education. It is listed on the Local, State and National Historic Registers as the Brining/Boldman House. The original house was built in 1880 and started as a small three-room home. It is located at 410 North 1<sup>st</sup> Street on the north side of Dayton.

## SMITH HOLLOW SCHOOL

The Blue Mountain Heritage Society renovated the historic Smith Hollow School as a museum showcasing the history of education in the county. The school was moved from its original site eight miles north of Dayton, on Smith Hollow Road, to its current location at 113 North Front Street in 2010. A cabin, built in 1898 for a soldier returning from the Spanish American War, was deconstructed and rebuilt on the site in 2018.



# DAYTON GOALS & POLICIES

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After conducting public surveys, the City of Dayton created the following list of Goals and Priorities:

## GOAL 1: PARK & RECREATION PLANNING

Plan current and future parks and recreation facilities in a manner that is responsive to the needs of the community and accommodates future growth.

Policy 1.1: Public input through citizen involvement shall be provided in all phases of parks planning.

Policy 1.2: Regularly review parks and recreation facilities and services to evaluate maintenance requirements and to assess the future needs of the community.

Policy 1.3: Study land development patterns in the urbanized area and take measures to provide for future recreational areas. This could include the outright purchase of land for neighborhood parks or a requirement that a developer set aside a reasonable amount of land for open space or recreation facilities.

Policy 1.4: Examine neighborhood areas that are not adequately served by recreational facilities, such as neighborhood parks, and pursue a means to correct those deficiencies.

Policy 1.5: Actively seek out alternative funding sources for development and future maintenance of park and recreation facilities.

Policy 1.6: Coordinate park and recreation needs with Columbia County, School District, Port of Columbia, non-profit organizations and funding sources.

Policy 1.7: Coordinate park planning, acquisition and development with other City projects and programs.

Policy 1.8: Actively seek out agreements with utility providers and the Port for the use of utility easements and rail road for trail and trailhead purposes.

Policy 1.9: Encourage and support volunteer efforts to maintain and enhance programs, sites, and facilities.

Policy 1.10: Evaluate the impacts of new development projects on the City's parks, recreation, and open space resources through the SEPA environmental review process, identify potential significant adverse impacts of the development, and take appropriate steps to mitigate any reduction in such services.

Policy 1.11: Require development projects along designated trail routes to incorporate the trail or a trailhead connection as part of the project.

Policy 1.12: Place priority on maximizing grants, alternative sources of funding, and inter-agency cooperative arrangements to develop the City's park, open space, and trail resources.

Policy 1.13: Public services and facilities should be developed and timed to meet projected needs and demands of the public in a manner that ensures highest quality and fiscal responsibility.

Policy 1.14: Ensure that all park and recreation facilities are ADA compliant.

## GOAL 2: PARKS AND OPEN SPACE

Acquire and develop an interconnected system of multi-functional parks, trails, recreation facilities, and open spaces that is attractive, safe, and available to all segments of the City's population.

Policy 2.1: Place a priority on the revitalization and improvement of existing parks and recreation facilities.

Policy 2.2: Provide parks and recreation facilities that are needed, locally unique in character, historically significant, interconnected, inclusive, accessible, and financially feasible to maintain.

Policy 2.3: Market and promote parks and recreation facilities and the benefits of parks and recreation to residents of and visitors to the community to increase awareness, health, participation, tourism, and donations.

Policy 2.4: Develop and continue partnerships with other public agencies and the private sector to meet the demand for parks and recreational facilities in the City.

Policy 2.5: The protection or acquisition of outstanding scenic vistas and areas of unique features should be encouraged in order to safeguard their recreational value. Documented historical and archaeological sites should be protected.

## GOAL 3: TRAILS

Develop a trails plan that provides access to significant environmental features and historic landmarks.

Policy 3.1: Work with Columbia County, other agencies, non-profit organizations, and private property owners; addressing protection, expanded and developed access, trail enhancement, and/or acquisition of lands necessary for implementation of non-motorized recreational use trails.

Policy 3.2: Where terrain and conditions permit public access, work in partnership with the development community to provide opportunities for public connections and access points to trails system.

Policy 3.3: Create a comprehensive system of multipurpose off-road trails using alignments through public landholdings as well as cooperating private properties where appropriate.

Policy 3.4: Link residential neighborhoods and downtown to trails and trailhead facilities through bike and pedestrian routes.

Policy 3.5: Furnish trail systems with appropriate supporting trailhead improvements that include interpretive and directory signage systems, rest stops, drinking fountains, restrooms, parking and loading areas, water, and other services.

Policy 3.6: Where appropriate, locate trailheads at or in conjunction with park sites, schools, and other community facilities to increase local area access to the trail system and reduce duplication of supporting improvements.

Policy 3.7: Develop trail improvements of a design and development standard that is easy to maintain and access by maintenance, security, and other appropriate personnel, equipment, and vehicles.

Policy 3.8: The protection or acquisition of outstanding scenic vistas and areas of unique features should be encouraged in order to safeguard their recreational value. Additionally, documented historical and archaeological sites should be protected.

## **GOAL 4: PARKS MAINTENANCE**

Maintain parks and recreation facilities in a manner that is responsive to the site, and balances the needs of the community with available funding.

Policy 4.1: Actively seek out alternative funding sources for the maintenance of park and recreation facilities.

Policy 4.2: Continually seek operational efficiencies to ensure that parks and recreation facilities are provided to the community in the most cost effective manner possible.

Policy 4.3: Ensure that park and recreation facilities are used, operated, and maintained in a manner that is consistent with best management practices and have a no net loss impact on the local and regional environment/natural systems.

Policy 4.4: Annually inspect existing facilities to ensure they are safe for public use.

## **GOAL 5: RECREATION PROGRAM SERVICES**

Recreation programs and services shall be based on the needs and interests of the community; promoting opportunities, healthy living and daily exercise.

Policy 5.1: Work with other recreation organizations to develop and facilitate efficient and cooperative programming among the public, commercial, and nonprofit entities.

Policy 5.2: Programs shall provide opportunities for various proficiency levels, ability, socio-economic levels, ages, and gender.

Policy 5.3: Market and promote recreation program opportunities and the benefits of parks and recreation to residents and visitors of the community.

Policy 5.4: Expand services to meet the needs of the community by securing alternative funding sources.

## **GOAL 6: ORGANIZATIONAL DEVELOPMENT**

Volunteers and staff members shall represent the City of Dayton in a favorable manner and exhibit skills and values of the City including: community, creativity, excellence, passion, integrity and service.

Policy I: Recruit, select, supervise, provide training opportunities for volunteers and staff that further professional skills and city values.

Policy 2: Encourage staff and volunteers to strengthen relationships with community groups and organizations by exhibiting professional skills and city values.

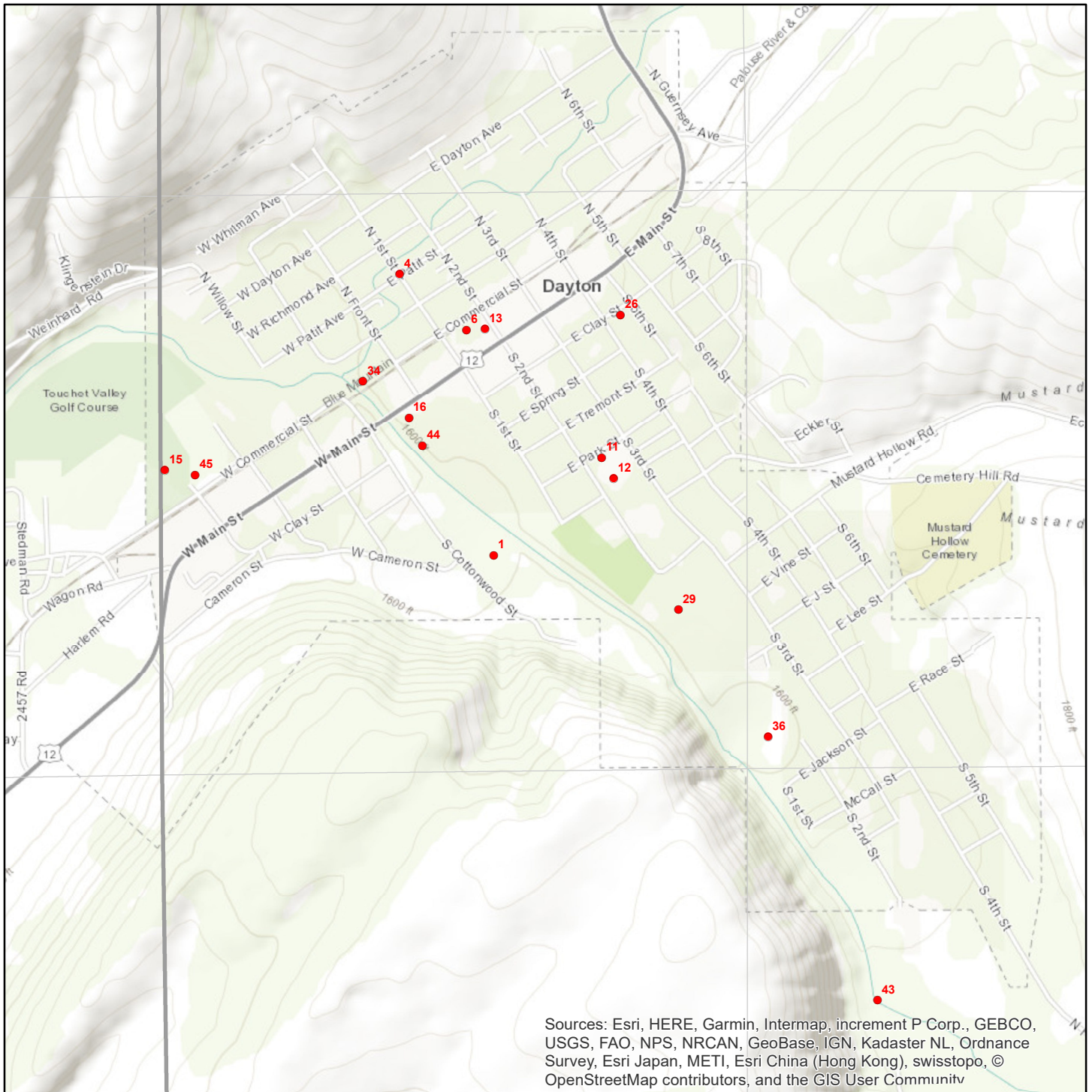
Policy 3: Ensure that volunteer and staff efforts are recognized and appreciated.

Policy 4: Promote open lines of communication to staff and both internal and external customers through a variety of methods including writings, meetings, and other means.

## PRIORITIES

- Swimming pool improvements/reconstruction
- Create a Park & Recreation Map and wayfinding signage **\*\*in progress\*\***
- Maintain existing parks and recreational facilities in a good condition
- Develop a Dog Park **\*\*completed\*\***
- Complete build-out of Caboose Park **\*\*in progress\*\***
- Expand the Historic Dayton Bike and Pedestrian Trail and other trails **\*\*planning stages\*\***
- Develop a Community Center
- Improve Sports Complex
- Create ADA compliant recreational facilities and restrooms

**Note:** Development of a Dog Park was listed on the original Cooperative Park Plan Priorities List and was completed prior to this 2018 update. The build-out of Caboose Park is underway, with the addition of new ADA compliant bathrooms and a parking area already complete.



# DAYTON LEVEL OF SERVICE MAP

## Legend

● Parks & Rec Areas



0 0.2 0.4 0.8 Miles

1	ATHLETIC FIELDS
4	BOLDMAN HOUSE MUSEUM
6	CABOOSE PARK
11	DAYTON ELEMENTARY
12	DAYTON HIGH SCHOOL
13	DAYTON HISTORIC TRAIL DEPOT
15	FAIRGROUND MAIN ENTRANCE
16	FLOUR MILL PARK
26	PALUS ARTIFACT MUSEUM
29	PIETRZYCKI CITY PARK COMPLEX
34	SMITH HOLLOW HISTORIC SCHOOL HOUSE
36	SPORTS COMPLEX
43	TOUCHET RIVER
44	TOUCHET RIVER DIKE PATH
45	TOUCHET VALLEY GOLF COURSE

# DAYTON CAPITAL IMPROVEMENT PLAN

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The following table lists the parks and recreation projects identified in the updated City of Dayton Capital Improvement Plan. The table identifies the projects, their location, operating agency, costs, funding, and estimated completion year. These projects were included in the plan by Dayton City Council and Staff after public surveys identified areas of need. Funding sources include the Recreation and Conservation office (RCO), Dayton Development Task Force (DDTF), other grants, taxes, donations, park district formation, Blue Mountain Heritage Society, Dayton Historical Depot Society, School District Bond, user fees, and volunteers.

<b>Project Name</b>	<b>Location</b>	<b>Operating Agency</b>	<b>Estimated Completion Year</b>	<b>Estimated Project Cost</b>	<b>Possible Revenue Sources</b>
County Wide Recreational Map	N/A	Lead - TBD	2020	\$20,000	RCO, DDTF, other grants, county, port & city taxes, donations, volunteers
Pietrzycki Park Frisbee Golf course signage	Pietrzycki City Park	City of Dayton	2020	\$3,000	RCO, other grants, park district formation, taxes, donations, volunteers
Fishing Pond ADA Accessibility	Next to Pietrzcki Park	City of Dayton	2020	\$5,000	RCO, DDTF, other grants, park district formation, taxes, donations, volunteers
Caboose Park splash pad	Caboose Park Next to N 1 <sup>st</sup> St.	Dayton Devel. Task Force (DDTF)		\$75,000	RCO, DDTF, other grants, park district formation, taxes, donations, volunteers
Caboose Park Parking	Caboose Park/Alley	City of Dayton	2020	\$25,000	RCO, DDTF, other grants, park district formation, taxes, donations, volunteers

<b>Project Name</b>	<b>Location</b>	<b>Operating Agency</b>	<b>Estimated Completion Year</b>	<b>Estimated Project Cost</b>	<b>Possible Revenue Sources</b>
Smith Hollow Historic School House Landscape and shoreline restoration	On-site - Front St & Touchet River	Blue Mountain Heritage Society	2021	\$15,000	Blue Mountain Heritage Society, RCO, DDTF, other grants, park district formation, taxes, donations, volunteers
Flour Mill Park Restrooms	Main St.	Banner Bank/ R Whipple/ City of Dayton	2019	\$30,000	RCO, DDTF, other grants, park district formation, taxes, donations, volunteers
Pietrzycki Park Playground	Dayton	City of Dayton	2021	\$40,000	RCO, park district formation, donations, volunteers
Camping Area	Dayton TBD	TBD	2022	\$80,000	RCO, user fees, park district formation, donations
Pietrzycki Park Swimming Pool	Dayton	City of Dayton	2020	\$1-4 million	RCO, user fees, park district formation, donations
Pietrzycki Park Water Feature & Splash Pad	Dayton	City of Dayton	2021	\$100,000	RCO, park district formation, donations, volunteers
Flour Mill Park Public art	Dayton	Banner Bank	2022	\$20,000	RCO, DDTF, other grants, park district formation, taxes, donations, volunteers
Touchet/Patit path (acquisition or easements required)	Dayton at confluence of Touchet and Patit (SE)	City of Dayton	2023	\$100,000	RCO, DDTF, other grants, park district formation, taxes, donations, volunteers



<b>Project Name</b>	<b>Location</b>	<b>Operating Agency</b>	<b>Estimated Completion Year</b>	<b>Estimated Project Cost</b>	<b>Possible Revenue Sources</b>
Historic Dayton Bike/ Pedestrian trail extensions within city limits – Phase I	Dayton - generally along Commercial Street	City of Dayton	2023	\$200,000	RCO, DDTF, other grants, park district formation, taxes, donations, volunteers
Historic Dayton Bike/ Pedestrian bridge trail extension over Touchet River Phase 2	Dayton - generally along Commercial Street	City of Dayton	2024	\$20,000 feasibility – Full cost TBD	RCO, DDTF, other grants, park district formation, taxes, donations, volunteers
Touchet River Dike Path extension – South of Main & West of river	Dayton	City of Dayton	2022	TBD	RCO, DDTF, other grants, park district formation, taxes, donations, volunteers
Community Center	Dayton	TBD	Feasibility 2016 Construction 2024-34	\$1,000,000+	RCO, School District, DDTF, other grants, park district formation, taxes, donations, volunteers
Touchet River Path Extension North & West of Main St. (southwest side of river)	Dayton	City of Dayton/ Columbia County/ private	2024	TBD	RCO, DDTF, other grants, park district formation, taxes, donations, volunteers
Regulation-Size Soccer Field	Dayton	Dayton School District	TBD	TBD	RCO, School District Bond, DDTF, other grants, park

					district formation, taxes, donations, volunteers
Additional Gymnasium	Dayton	Dayton School District	TBD	TBD	RCO, School District Bond, DDTF, other grants, park district formation, taxes, donations, volunteers

# Port of Columbia



## PORT OF COLUMBIA INVENTORY

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The Port of Columbia is a small county port that operates out of Dayton. The Port leases property along the Snake River from the US Army Corps of Engineers that provides parks and recreation opportunities for residents and visitors on the north side of Columbia County.

### LYONS FERRY MARINA

Lyons Ferry Marina is located on the Snake River on the northern border of Columbia County. The marina is a total of 17 acres but provides access to 23 miles of river within the county. The site offers camping, RV spaces, rental cabins, day use, laundry facilities, a playground, a small dog park, an ADA accessible fishing dock, fish cleaning, restrooms, a boat launch, moorages, supply store, and restaurant. The Port has completed a Facilities Plan for future improvements to the Lyons Ferry Marina site.



## ROCK HILL TRAILHEAD

The Port-owned Rock Hill Industrial Park includes a 34.71 acre hillside parcel that is not suitable for industrial development. Volunteers have carved out a 1.5 mile packed-soil loop trail in the hillside which includes a mid-point level area with a beautiful view of Dayton. The trail has a few benches along the way, and travels through shrubs and grass.



# PORT OF COLUMBIA GOALS & PRIORITIES

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Following public surveys, Port of Columbia staff developed the following Goals and Priorities:

## 1. Maintain access to the Snake River for recreational use by the public

Objective 1- Continue lease of Lyons Ferry Marina property from the US Army Corps of Engineers.

Objective 2- Operate Lyons Ferry Marina facility in a manner that allows access to the river for as many members of the public as possible.

## 2. Maintain and Improve Lyons Ferry Marina Facility and Infrastructure

Objective 1- Maintain and replace aging facilities as needed to retain a quality recreation experience for the public.

Objective 2- Install new facilities to keep up with the demands of the modern recreational public.

## 3. Increase the number of visitors to Lyons Ferry Marina

Objective 1- Maintain facilities in a manner that is attractive to the public.

Objective 2- Market facilities in cooperation with concessionaire, the City of Dayton, Columbia County, and the Town of Starbuck through a county-wide recreational map and other marketing programs.

## 4. Create additional recreation opportunities for Columbia County residents .

Objective 1- Design and construct “Rails with Trails” multi-use path between Dayton and Waitsburg.

Objective 2- Assist other municipalities with implementation of trail opportunities as determined through the Blue Mountain Regional Trails Plan.

Objective 3- Market trail opportunities to the public.

# PORT OF COLUMBIA CAPITAL IMPROVEMENT PLAN

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After surveying the community, the Port of Columbia Board developed a Capital Improvement Plan identifying future projects. The following table lists the projects, estimated year of completion, cost, and funding sources. Funding sources include the Port of Columbia, concessionaire, and the Recreation and Conservation Office (RCO).

<b>Project/Facility**</b>	<b>Estimated Year of Completion</b>	<b>Estimated Project Cost</b>	<b>Possible Revenue Sources</b>
Upland Restroom Replacement	2020-2022	\$150,000	RCO/Port
Boat Moorage Replacement	2024-2026	\$1,000,000	RCO/Port
Breakwater Replacement	2030	\$1,000,000	RCO/Port
Rehabilitate and Expand Boat Launch	2019-2020	\$200,000	RCO/Port
Design Dayton to Waitsburg Path	2019-2020	\$650,000	WSDOT/NPS (National Park Service)
Construct Dayton to Waitsburg Path	2021-2022	\$6,500,000	WSDOT/RCO/Port

**NOTE:** Playground, laundry facilities and rental cabins were listed priorities in the 2014 Port of Columbia Capital Improvement Plan and were completed prior to the 2018 Parks & Recreation Master Plan update.

# TOWN OF STARBUCK, WA

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## STARBUCK INVENTORY:

Starbuck is classified as a town and is the second incorporated area within Columbia County. It is located about 20 miles northwest of Dayton near the confluence of the Tucannon and Snake rivers. The Tucannon River runs along the west side of the town. Starbuck was once a booming railroad town in the early 1900s. Since then, the town has dwindled down to a small population of 129, based on the 2010 U.S. Census.

The Town of Starbuck decided not to be included in the main portion of the 2014 Cooperative Parks Master Plan, and did not participate in the original surveys, as they had no parks projects planned at that time. The Town elected to become a part of the plan during the 2018 update process.



## TUCANNON RIVER PARK

Tucannon River Park lies at the west end of town along the Tucannon River and has picnic tables, a swing set, and approximately one-half acre of open space.

## BELL PARK

Bell Park lies in Starbuck's historic downtown area. A monument displaying Starbuck's historic bell, dedicated to the town by W.H. Starbuck at the turn of the century, is the focal point of the park. Bell park is 10,000 square feet and is conveniently located beside the historic Zinc Building, which was purchased and renovated by C.M. (Mort) Bishop in the 1980s and is used as a venue for local events. Bell Park contains picnic tables and is located next to the public restrooms and historic jail.

## JAIL PARK

The town's historic jail, located on Front Street, is available for public view. The Starbuck logo was painted on the jail by the late Wilma Fletcher in the late 1980s. A public restroom and Bell Park are located nearby. James Smith, Sheriff of Starbuck in the 1920s, was shot and killed inside the jail on October 19, 1928, while tending to a prisoner. The gun had been slipped through the bars by an unknown subject. It is a community goal to place a monument in Sheriff Smith's honor on the site.





## RAILROAD PARK

Railroad Park lies along the now-abandoned Union Pacific Railroad right-of-way. It includes approximately two acres of open space, making it the largest park in Starbuck. Amenities include a fenced, concrete court that can be used for basketball, volleyball, skating and tennis, a slide, and picnic tables.

## STARBUCK SCHOOL

Starbuck School is a K-8 grade public school located in the Town of Starbuck. The school grounds cover approximately two acres which include a playground, baseball field, basketball court and open space.

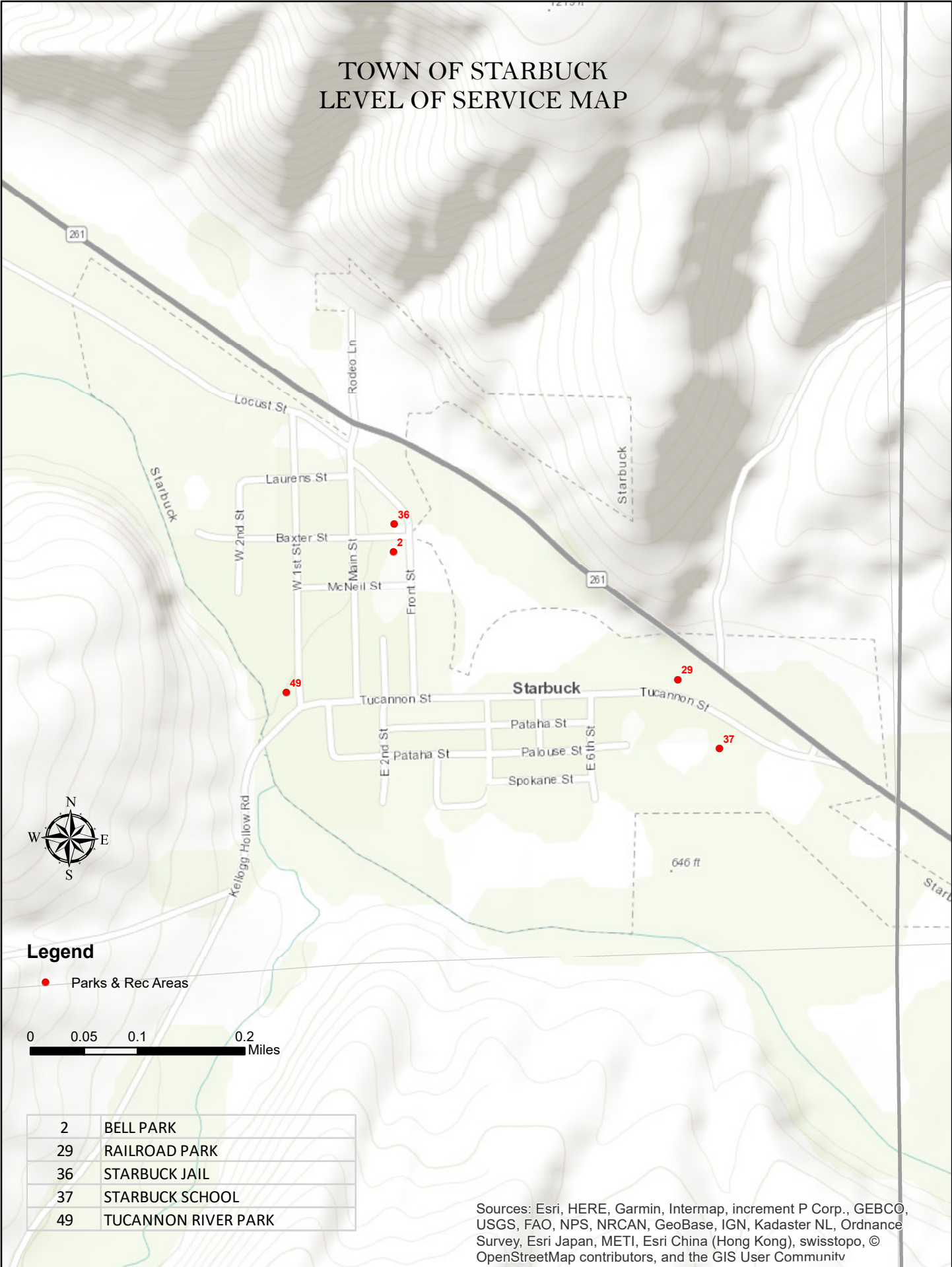
# TOWN OF STARBUCK GOALS

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## GOALS

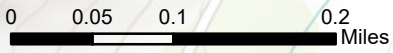
- Provide safe places for children to play and for groups to meet for recreational purposes.
- Open and improve access to the Tucannon river through publicly-owned lands, for fishing and recreational opportunities.
- Provide safe pedestrian trails and recreational areas that incorporate the scenic and rural aspects of the community.
- Maintain Starbuck's historic downtown area in a clean and attractive manner to make the community attractive to tourists.

# TOWN OF STARBUCK LEVEL OF SERVICE MAP



### Legend

● Parks & Rec Areas



2	BELL PARK
29	RAILROAD PARK
36	STARBUCK JAIL
37	STARBUCK SCHOOL
49	TUCANNON RIVER PARK

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

## TOWN OF STARBUCK CAPITAL IMPROVEMENT PLAN

---

<b>Project Name</b>	<b>Location</b>	<b>Operating Agency</b>	<b>Estimated Completion Year</b>	<b>Estimated Project Cost</b>	<b>Possible Revenue Sources</b>
Bench Replacement	Railroad Park	Town of Starbuck	2019	\$600	Memorial fund
Addition of Restrooms	Railroad Park	Town of Starbuck	2023	\$10,000	Park Fund
Tennis Court and Playground Improvements	Railroad Park	Town of Starbuck	2021	\$2,500	Park fund
Invasive Weed Management	All City Parks	Town of Starbuck	Ongoing	\$2,400/yr	Park & Cemetery Fund
Sheriff Smith Memorial	Jail Park	Town of Starbuck	2020	\$4000	Memoriall Fund

## COOPERATIVE NEXT STEPS

---

The purpose of writing a cooperative plan is to ensure that this small county is successful in implementing plans and serving the community with excellent parks and recreation features. These next steps provide some guidance to ensure that the four jurisdictions work together efficiently.

1. Form a Cooperative Park Committee that includes representatives from all four jurisdictions or utilize an existing organization to serve this function.
2. Determine the best method for communicating existing park and recreation opportunities to both residents and visitors.
3. Develop a recreation map using information from this plan.
4. Use the inventory and map to maintain access to waterways, state, and federal lands.
5. Work cooperatively to obtain grants and funding, as needed.

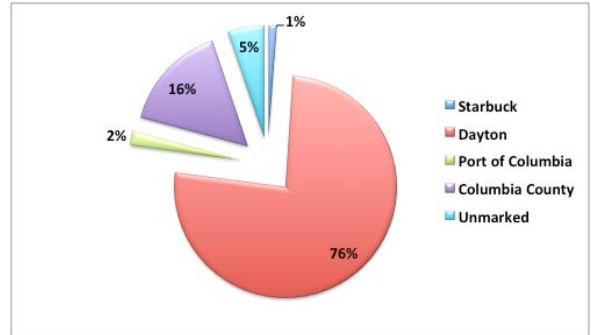
# APPENDIX A: 2014 PUBLIC SURVEY RESULTS

## WRITTEN SURVEY RESULTS

(96 Participants)

1. Which area do you identify with most?

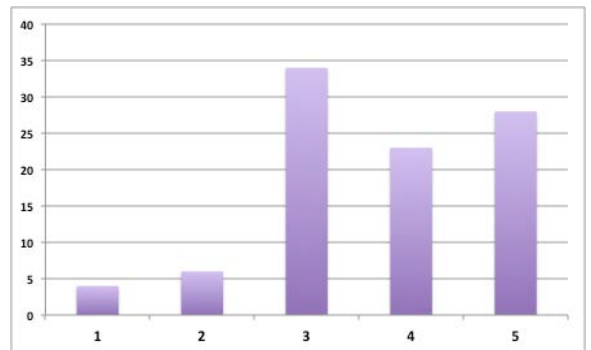
- 73 - Dayton
- 15 - Columbia County
- 5 - Unmarked
- 2 - Port of Columbia
- 1 - Starbuck



2. Do you think there are adequate park facilities where you live?

1 being low & 5 being high

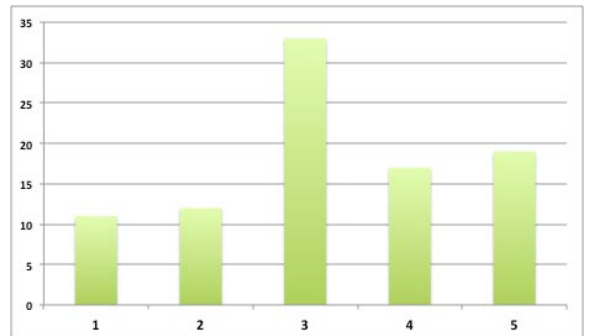
- 5 - 28
- 4 - 23
- 3 - 34
- 2 - 6
- 1 - 4



3. Do you think there are adequate recreation facilities and options to serve your needs?

1 being low & 5 being high

- 5 - 19
- 4 - 17
- 3 - 33
- 2 - 12
- 1 - 11



4. What are the most desired missing assets for parks and recreation in the area?

*See appendix A for full range of answers*

5. What existing parks and recreation features should be improved next?

*See appendix A for full range of answers*

6. Would you be willing to pay a tax or user fee to support new parks and/ or park facilities and the cost of maintenance?

1 being low & 5 being high

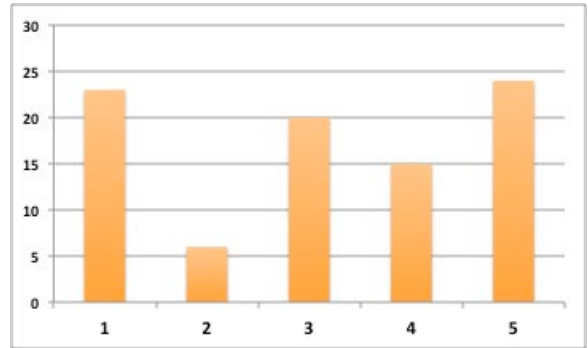
5 - 24

4 - 15

3 - 20

2 - 6

1 - 23



## DOT EXERCISE RESULTS

The results of the dot exercise are listed in the chart below.

Rank	Feature or Activity	Total Dots
1	Indoor Swimming Pool	86
2	Community Recreation Center	35
3	Camping	27
4	ORV/ATV/Dirt Bike Trails	27
5	Fishing	26
6	Hunting	24
7	Outdoor Swimming Pool	23
8	Skiing	23
9	Boating	19
10	Recreation Events	19
11	City to City Connection Trails	19
12	Mountain Bike Trails	18
13	Playground	15
14	Water Trails	14
15	Hiking	14
16	Golfing	14
17	Bowling Alley (Write-in)	13
18	Dog Park	11
19	City Trails and Sidewalks	10
20	Snowmobiling	10
21	Outdoor Education	9
22	Cross Country Skiing	9
23	Skateboard Park	8
24	RV Park	7
25	Cabin Rentals	7
26	Marina	6
27	Disk Golf	6
28	Horseback Riding/Trails (Write-in)	6
29	Bicycle Lanes & Racks	4
30	Snow Shoeing	4
31	Go Cart Trails (Write-in)	1
32	Drive-in Movie Theater (Write-in)	1
33	Soccer (Write-in)	1
34	Roller Skating Rink (Write-in)	1
35	Fairgrounds (Write-in)	1



## ANALYSIS OF SURVEYS

The public surveys conducted at Turkey Bingo, the basketball game, via survey monkey, and by mail-in provided the three jurisdictions with the necessary information on the needs and wants of the community. This information combined with the feedback from stakeholders helped formulate multi-jurisdictional goals and priorities for Columbia County as well as more specific goals and priorities for Columbia County, City of Dayton, and Port of Columbia.

Findings in the public surveys showed the county has a wide variety of available parks and recreation facilities available. The community overall feels there are adequate parks and moderate adequacy in recreation opportunities.

Stakeholders and members of the community identified areas that need improvement or additions through the written survey and through the dot exercise. The residents of Columbia County surveyed were most interested in adding an indoor swimming pool. They also would like to see a large community recreation center to provide meeting and event space, as well as space for indoor sports activities. The members of the county also showed their support for outdoor recreation activities and would like to see them expanded. One of the main concerns of the county is providing information to residents and visitors about where parks and recreation facilities are.

**RESOLUTION NO. 1363**

**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 support capital improvement program for the City of Dayton; and

**WHEREAS**, the 2018 Budget authorized by the Dayton City Council on December 6, 2017, provides for continued support of the capital improvement programs for water and sewer services; and

**WHEREAS**, in 2017 the City obtained a water and sewer revenue bond to assist with water and sewer projects on S. 1<sup>st</sup> Street and on water improvements on Park Street, S. 2<sup>nd</sup> Street, E. Washington Street, E. Patit Avenue and N. 5<sup>th</sup> Street; and

**WHEREAS**, the revenues from the 2017 Junior Lien Water and Sewer Revenues Bond were deposited into both the Water Cumulative Revenue Fund and Sewer Cumulative Reserve Fund in support of the City's water and sewer capital improvement program as described above; and

**WHEREAS**, upon design engineering, it was determined that the sewer mainline needed to be replaced in E. Washington Street in conjunction with the FEMA Street Repair Project and the E. Washington Street, E. Patit Avenue and N. 5<sup>th</sup> Street waterline replacement project was considerably less than originally anticipated;

**WHEREAS**, the City Council awarded a contract to Sharpe and Pretzler Construction Co. to replace the water and sewer mainlines in E. Washington Avenue in conjunction with the FEMA Street Repair Project; and

**WHEREAS**, a portion of the 2017 Junior Lien Water and Sewer Revenues Bond deposited in the Water Cumulative Reserve Fund must be transferred to the Sewer Cumulative Reserve Fund as described.

**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 water and sewer capital improvement programs.

**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. 1363  
Approved 12/19/2018

INTERFUND TRANSFERS

<b>From</b>	<b>To</b>	<b>Amount</b>
Sewer Revenue - 401	Sewer Cumulative Reserve - 402	\$68,000
Water Revenue - 403	Water Cumulative Reserve - 404	\$74,900
Water Cumulative Reserve - 404	Sewer Cumulative Reserve - 402	\$71,578
	<b>TOTAL INTERFUND TRANSFERS 12/19/2018</b>	\$214,478

**RESOLUTION NO. 1364**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,  
WASHINGTON, APPROVING INVESTMENT POLICIES.**

**WHEREAS**, it is in the City's best interest to invest public funds in a manner which will provide maximum security with the highest investment return while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds; and

**WHEREAS**, on September 5, 2018, the Finance Committee received a copy of the Investment Policy, as proposed in Exhibit "A", for review and comment; and

**WHEREAS**, there were no comments received from the Finance Committee on the City of Dayton Investment Policy dated 09/05/2018; and

**WHEREAS**, it is in the City's best interest to formalize its investment policies in writing.

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

**Section 1.** The City of Dayton hereby adopts the City of Dayton Investment Policy attached hereto as Exhibit "A."

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

**Section 3.** This resolution shall take effect and be in full force January 1, 2019.

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

CITY OF DAYTON

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

Attest:

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

Approved as to Form:

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

# CITY OF DAYTON



## INVESTMENT POLICY

~~08/31/2018~~

09/05/2018

Approved 12/19/2018

## Contents

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## 1. Purpose

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment -related activities.

This policy outlines investments scope, objectives, delegation of authority, reporting requirements, internal control, investment limitations, safeguarding requirements, liquidity, performance expectation, quality, and maturity.

The goal of this policy is to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands and conforming to all Washington Statutes governing the investment of public funds.

## 2. Scope

It shall be the general policy of the City of Dayton to pool all available cash into a common investment portfolio as authorized by RCW 35A.40.050.

The investment policy applies to all financial assets of the City of Dayton ("City"). These funds are accounted for in the City's Financial Reports and include all funds:

- General (Current Expense) Fund
- Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Permanent Funds
- Investment Trust Funds
- Any new funds created by Council

## 3. Objectives

The primary objectives, in priority order, of the City's investment activities shall be:

### 3.1 Safety

Safety of principal is the foremost objective to the City. It is the primary duty and responsibility of the City Treasurer to protect, preserve, and maintain cash and investments placed in his/her trust on behalf of the citizens of Dayton.

Investment shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To obtain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

### 3.1 Liquidity

The City's investment portfolio shall remain sufficiently liquid to enable the City to meet all cash requirements which might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

### 3.2 Return on Investment (Yield)

Yield should become a consideration only after the objectives of safety and liquidity have been met as described above. The City's investment portfolio shall be managed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment



risk constraints and liquidity needs. The core of investments is limited to relatively low risk securities in anticipation of earning a fair rate of return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- a. A security with declining credit may be sold early to minimize loss of principal.
- b. A security swap would improve the quality, yield, or target duration in the portfolio.
- c. Liquidity needs of the portfolio require that the security be sold.

## 4. Prudence

The standard of prudence to be applied by investment officials shall be the "prudent investor" rule, which states " ... investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The investment officer, acting in accordance with written procedures and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the Finance Committee in a timely fashion and appropriate action is taken to control adverse development.

## 5. Delegation

Authority for investment decisions shall be granted to the City Treasurer ("Treasurer"). The Treasurer is deemed an investment officer for the City and authorized to sign necessary agreements and documents for the purpose of carrying out this policy which does not obligate the City for the expenditure of funds.

Management responsibility for the investment program is hereby delegated to the Treasurer.

The Treasurer shall be responsible for managing the day-to-day operation of the portfolio. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer and adopted by the City Council.

Procedures should include reference to: Safekeeping, delivery vs payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.

## 6. Ethics and Conflict of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

- 6.1 Employees and investment officials authorize to place or approve investments shall not personally, nor through a close relative, maintain any accounts, interest, or private dealings with any firm with which the City places investments, except for regular savings accounts, checking accounts, money market accounts, or other similar transactions which are offered on a non-negotiable basis to the general public.
- 6.2 All persons authorized or approved for investments shall disclose to the Treasurer any material financial interest in financial institutions that conduct business within this jurisdiction.
- 6.3 All personnel involved in the investment function shall adhere closely to the City's Code of Ethics.

6.4 The portfolio is subject to public review and evaluation. The overall program will be designed and managed with a degree of professionalism that is worthy of the public trust.

## 7. Authorized Financial Dealers and Institutions

7.1 Selection of a primary bank for the City for general banking services shall be made by the Mayor.

7.2 Authorized broker/dealers and financial institutions will be limited to those that meet one or more of the following:

- Financial institutions approved by the Washington Public Deposit Protection Commission; or
- Primary dealers recognized by the Federal Reserve Bank; or
- Non-primary dealers or institutions qualified under U.S. Securities and Exchange Commission Rule 15c3-1, the Uniform Net Capital Rule, and a certified member of the National Association of Securities Dealers.

7.2 As required by the Public Deposit Protection Commission (PDPC) all authorized public depositories will be located in the State of Washington (RCW 39.58.080). Annually, the Treasurer will adopt the eligibility list proved by the PDPC as the approved depository list.

7.3 In selecting financial institutions for the deposit or investment of City funds, the Treasurer shall continue to monitor the financial institutions' credit characteristics and financial history throughout the period in which City funds are deposited or invested.

7.4 The maximum amount placed with any one depository will not exceed the net worth of the institution as determined by the PDPC.

7.5 All brokers/dealers and financial institutions who desire to do business with the City shall supply the Treasurer with the following:

- Annual audited financial statements.
- Proof of FINRA (Financial Industry Regulatory Authority) certification.
- Proof of registration with the State of Washington.
- A completed broker/dealer questionnaire and certification of having read the City's Investment Policy.

## 8. Authorized Investments

All municipal corporations in Washington State, including the City, are empowered by statute to invest in the following types of securities. Eligible investments are only those securities and deposits authorized by State statute as defined in Chapters 39.58 and 39.59 RCW.

For the City of Dayton, the following securities are authorized investments:

8.1 U.S. Treasury Obligations (Bills, Notes, Bonds)

8.2 Obligations of U.S. government agencies, corporations wholly owned by the U.S. government or any Government Sponsored Enterprise (GSEs), such as: Federal Instrumentality Securities which includes, but is not limited to the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), Federal Home Loan Banks (FHLB), and, Federal Farm Credit Bureau (FFCB). Other issuers may qualify if they meet the above criteria.

8.3 State of Washington Local Government Investment Pool (LGIP) managed by the Washington State Treasury office.

8.4 Time deposits and Savings accounts issued by PDPC approved banks.

- 8.5 Non-negotiable Certificates of Deposit (CDs) of financial institutions which are qualified public depositories as defined by RCW 39.58.010(2) and in accordance with the restrictions therein.
- 8.6 Municipal Debt Obligations - Bonds of the State of Washington and any local government in the State of Washington; at the time of investment the bonds must have one of the following ratings: one of the three highest ratings of a national rating agency at the time of investment.
- 8.7 Bankers' acceptances purchased on secondary market.
- 8.8 Commercial Paper purchased in the secondary market and having received the highest rating by at least two (2) Nationally recognized Statistical Rating Organizations (NRSROs) at the time of purchase and adhering to the investment policies and procedures adopted by the State Investment Board.

## 9. Safekeeping and Custody

The City recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. To decrease the risk of default, the City Treasurer shall periodically establish guidelines and strategies for investment.

In addition to general policy consideration, the following specific policies shall be implemented.

- 9.1 All security transactions shall be conducted in a delivery-versus-payment (DVP) basis. Securities purchased by the entity will be delivered against payment and held in a custodial safekeeping account with the trust department of a bank. The trust department of a bank, a third-party custodian, will be designated by the Treasurer and all transactions will be evidenced by safekeeping records.
- 9.2 To protect against potential fraud and embezzlement, bearer instruments shall be secured through third-party custody and safekeeping procedures provided by a financial institution designated as primary agent. The primary agent shall issue a safekeeping receipt to the City listing the specific instrument, rate, maturity and all other pertinent information.
- 9.3 For purchasing certificates of deposit (CDs) the City's investments should be limited to 85% of net worth of such institution. The Institution's status shall be reviewed and accepted by the Public Deposit Protection Commission (PDPC) or properly collateralized as required by the state for amounts exceeding FDIC and FSLIC coverage.
- 9.4 CDs issued by banks do not need to be held by a safekeeping agent. Original certificate documents shall be held by the Treasurer.

## 10. Diversification

It is the policy of the City to diversify its investment portfolios. To reduce overall risk of loss while attaining market average rates of return, all cash and cash equivalent assets in all funds shall be diversified by maturity, issuer and by the class of security. Diversification strategies shall be reviewed and revised periodically by the Finance Committee and Treasurer for all funds. In establishing specific diversification strategies, the following investment allocation constraints shall apply:

### Investment Allocations

Security	Max. % of Portfolio
US Treasury Obligations (Notes, Bonds, Bills)	100%
US Government Agencies	75%
WA State LGIP	100%
Certificate of Deposits	40%
State and Local Government Securities	20%
Municipal Investment Accounts	40%

## 11. Maturities

To the extent possible and preclude sales of securities that could result in a loss, investment will be made to coincide with anticipated cash flow requirements. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as LGIP and money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

- 11.1 To this extent, a minimum of 10% of the portfolio, at the time of investment, will comprise of investments maturing within a year.
- 11.2 Satisfying this requirement, remaining funds may be invested in authorized securities not to exceed five years in maturity, except when compatible with a specific fund's investment needs. Maturities longer than five years must have the prior approval by majority of the Finance Committee.
- 11.3 To ensure additional liquidity and provide for ongoing market opportunity, the weighted average maturity of the total portfolio less the amount invested in the LGIP, shall not exceed two (2) years. The maximum is established to limit the portfolio to excessive market exposure.

## 12. Selection of Investment Instruments

The Treasurer will obtain telephone, faxed or emailed quotes before purchasing or selling an investment. The Treasurer will select the quote which best satisfies the investment objectives of the investment portfolio within the parameters of this policy. The Treasurer will maintain a written record of each bidding process including the name and prices offered by each participating financial institution.

## 13. Internal Control

The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

Training should be provided to staff in investments, and personnel should keep current financial development by participating in GFOA and other continuing education opportunities in investment management.

Controls deemed most important include:

- Control of collusion;
- The use of third party custody and safekeeping;
- The execution of all securities transactions on a delivery-versus-payment basis;
- The clear delegation of investment authority;
- The separation of transaction authority from record keeping;
- The use of objective criteria in selecting financial institutions and dealers authorized to provide investment services to the state;
- The use of objective criteria in awarding investment purchases and sales to authorized financial institutions and dealers; and
- Written documentation of transactions and strategies.

Appendix "A" shows the internal control strategy.

## **14. Performance Standards**

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints, the cash flow characteristics of the portfolio, and State and local laws and ordinances that restrict investments.

### **14.1 Market Yield**

The basis used by the City Treasurer to determine whether market yields are being achieved shall be the 12-month moving average of the two-year Treasury.

## **15. Reporting**

The City Treasurer is charged with the responsibility of preparing a report on investment activity.

### **15.1 Quarterly Reports**

The City Treasurer shall submit quarterly investment report to the City Council. The report shall include, but not be limited to:

- A listing of individual securities held at the end of the reporting period.
- Average life and final maturity of all investments listed.
- Coupon, discount or earning rate.
- Par Value, amortized book value and market value.
- Percentage of the portfolio in each investment category
- A list of transactions for the period.

## **16. Distribution of Income**

Interest income received shall be distributed monthly from the common portfolio to all participating funds in the following order:

### **16.1 Payment to each fund**

Payment to each fund of an amount based on the ending cash balance included in the common portfolio for the earning period.

## **17. Investment Policy Adoption**

The City of Dayton's investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed on an as-needed basis, but no less than bi-annually. The Mayor and Finance Committee will review the policy with the Treasurer and recommend to Council any appropriate changes.

# APPENDIX A INTERNAL CONTROLS

## INTERNAL CONTROL STRATEGY

<u>Functions</u>	<u>Responsibility</u>
1. Authorization of investment transactions	
*Formal investment policy prepared by:	Treasurer
*Adopted by:	City Council
*Implemented by:	Treasurer
2. Execution of investment transactions	Treasurer
3. Timely recording of investment transactions	
*Recording of investment transactions in Treasurer Records	Deputy City Clerk
*Recording of investment transactions in accounting Records	Deputy City Clerk
4. Verification of investment, i.e., match broker confirmation to Treasurer's records	Deputy Clerk
5. Safeguarding of Assets and Records	Treasurer
*Reconciliation of Treasurer's records to accounting records	Accounting Staff
*Reconciliation of Treasurer's records to bank statement and safekeeping records	Dual Control - Treasurer/Deputy City Clerk
*Review of:	
a. Financial Institutions financial condition	Mayor/Finance Committee/Treasurer
b. Safety, liquidity, and yields of investments	Mayor/Finance Committee/Treasurer
*Maintaining complete and current financial institution and brokerage company files	Accounting Staff
*Periodic reviews of collateral	Treasurer

- |                                                                                  |                                   |
|----------------------------------------------------------------------------------|-----------------------------------|
| 6. Review of the investment portfolio in conformance to stated investment policy |                                   |
| *Monthly                                                                         | Mayor/Finance Committee           |
| *Quarterly                                                                       | Mayor/City Council                |
| 7. Annual review of the Investment Policy and Investment Program                 | Mayor/Finance Committee/Treasurer |
| 8. Changes in Investment Policy                                                  |                                   |
| *Prepared by:                                                                    | Treasurer                         |
| *Adopted by:                                                                     | City Council                      |

## APPENDIX B

# Glossary of Terms

### Glossary of Cash Management Terms

The following is a glossary of key investing terms, many of which appear in the City of Dayton Investment Policy.

**Agency** - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of a federal agency is the Government National Mortgage Association (GNMA). An example of an FSA is the Federal National Mortgage Association (FNMA).

**Amortization** - The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

**Average Life** - The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

**Bankers' Acceptance (BA)** - A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**Basis Point** - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

**Bid** - The indicated price at which a buyer is willing to purchase a security or commodity.

**Book Value** - The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

**Broker** - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

**Callable Bond** - A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

**Call Price** - The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

**Call Risk** - The risk to a bondholder that a bond may be redeemed prior to maturity.



**Cash Sale/Purchase** - A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

**Certificate of Deposit (CD)** - A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

**Collateral** - Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**Commercial Paper** - An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

**Convexity** - A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

**Coupon Rate** - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the "interest rate".

**Credit Quality** - The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

**Credit Risk** - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

**Current Yield (Current Return)** - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

**Dealer** - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**Delivery Versus Payment (DVP)** - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

**Derivative Security** - Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

**Discount** - The difference between the cost price of security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale is also considered to be at a discount.

**Discount Securities** - Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

**Diversification** - A process of investing assets among range of security types by sector, maturity, and quality rating.

**Duration** - A measure of timing of the cash flows, such as interest payment and principal repayment, to be received from a given fixed-income security. This calculation is based on a three variable: term to

maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

**Fair Value** - The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

**Federal Credit Agencies** - Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&Ls, small business firms, students, farmers, farm cooperatives, and exporters.

**Federal Deposit Insurance Corporation (FDIC)** - A federal agency that insures bank deposits, currently up to \$100,000 per deposit.

**Federal Funds (Fed Funds)** - Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

**Federal Home Loan Banks (FHLB)** - The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

**Federal National Mortgage Association (FNMA or Fannie Mae)** - FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**Federal Open Market Committee (FOMC)** - Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**Federal Reserve System** - The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

**Government National Mortgage Association (GNMA or Ginnie Mae)** - Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations and other institutions. Security holder is protected by full faith and credit of the US Government, Ginnie Mae securities are backed by FHA, VA, or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

**Government Securities** - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bill, Notes, and Bonds."

**Interest Rate** - See "Coupon Rate".

**Interest Rate Risk** - The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

**Internal Controls** -An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived; and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

- 1) Control of collusion - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- 2) Separation of transaction authority from accounting and record keeping - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- 3) Custodial safekeeping - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
- 4) Avoidance of physical delivery securities - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
- 5) Clear delegation of authority to subordinate staff members - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
- 6) Written confirmation of transactions for investments and wire transfers - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
- 7) Development of a wire transfer agreement with the lead bank and third-party custodian - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

**Inverted Yield Curve** -A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

**Investment Company Act of 1940** - Federal legislation which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

**Investment Policy** - A concise and clear statement of the objectives and parameters \_ formulated by an investor or investment manager for a portfolio of investment securities.

**Investment-grade Obligations** - An investment instrument suitable for purchase by institutional investors under the prudent person rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

**Liquidity** - A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked price is narrow and reasonable size can be done at those quotes.

**Local Government Investment Pool (LGIP)** - The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

**Market Risk** - The risk that the value of a security will rise or decline as a result of changes in market conditions.

**Market Value** - The price at which a security is trading and could presumably be purchased or sold.

**Master Repurchase Agreement** - A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

**Maturity** - The date upon which the principal or stated value of an investment becomes due and payable.

**Money Market** - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**Open Market Operations** - Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**National Association of Securities Dealers (NASD)** - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

**Net Asset Value** - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below)  $(\text{Total assets}) - (\text{Liabilities}) / (\text{Number of shares outstanding})$ .

**Nominal Yield** - The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon", "coupon rate", or "interest rate".

**Offer** - An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "ask price".

**Par** - Face value or principal value of a bond, typically \$1,000 per bond.

**Portfolio** - Collection of securities held by an investor.

**Positive Yield Curve** - A chart formation that illustrates short-term securities having lower yields than long-term securities.

**Premium** - The amount by which the price paid for security exceeds the security's par value.

**Primary Dealer** - A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

**Prime Rate** - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

**Principal** - The face value or par value of a debt instrument. Also, may refer to the amount of capital invested in a given security.

**Prudent Person Rule** - An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

**Qualified Public Depositories** - A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

**Rate of Return** - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

**Repurchase Agreement (RP or REPO)** - A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

**Reverse Repurchase Agreement (Reverse Repo)** - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

**Safekeeping** - A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**Secondary Market** - A market made for the purchase and sale of outstanding issues following the initial distribution.

**Securities & Exchange Commission** - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**Swap** - Trading one asset for another.

**Term Bond** - Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

**Total Return** - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital Gains) = Total Return.

**Treasury Bills** - Short-term US Government non-interest-bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three - and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

**Treasury Bonds** - Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of \$1,000. Currently, the longest outstanding maturity for such securities is 30 years.

**Treasury Notes** - Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from \$1,000 to \$1 million or more.

**Uniform Net Capital Rule** - SEC Rule 15C3-1 outlining capital requirements for broker/dealers.

**Volatility** - A degree of fluctuation in the price and valuation of securities.

**Weighted Average Maturity (WAM)** - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2A-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

**Yield** - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

**Yield Curve** - A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

**Yield-to-call (YTC)** - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

**Yield-to-maturity** - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

**Zero-coupon Securities** - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

**RESOLUTION NO. 1365**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,  
WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A LETTER  
REQUESTING COLUMBIA COUNTY PLANNING & BUILDING  
DEPARTMENT TO PERFORM CERTAIN FIRE MARSHAL SERVICES.**

**WHEREAS**, there are numerous vacant buildings on Main Street, within our Downtown core, that have been uninhabited for numerous years; and

**WHEREAS**, the Public Safety Committee and staff have discussed fire safety and potential nuisance concerns associated with those buildings, and of the structures directly adjacent or connected to each vacant structure; and

**WHEREAS**, on October 3<sup>rd</sup>, 2012, the City of Dayton entered into an on-going interlocal agreement with Columbia County for fire marshal services; and

**WHEREAS**, Section 4.h of the interlocal agreement provides: "Fire Marshal shall inspect, in cooperation and conjunction with City Planning and Building staff and/ or contractor(s), as necessary, new and ongoing businesses and development for compliance with applicable Fire Safety Regulations...as requested by the City of Dayton."; and

**WHEREAS**, it is in the City's best interest of the city to formally request that the Fire Marshal inspect the uninhabited and/or vacant buildings within the Commercial Zone as outlined in Exhibit "A".

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

**Section 1.** That the Mayor is hereby authorized to sign on behalf of the City of Dayton the Request for Fire Marshal Services in the form attached hereto as Exhibit "A."

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

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

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

CITY OF DAYTON

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

Attest:

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

Approved as to Form:

---

Quinn Plant, City Attorney





Exhibit "A"  
Resolution No. 1365  
12/19/2018

City of Dayton 111 S. 1st Street, Dayton, WA 99328  
Office 509.382.2361 Fax 509.382.2539  
Web \Vww.dayton.wa.com

Ms. Meagan Bailey, Planning Director  
Columbia County Planning & Building  
114 South 2nd Street  
Dayton, Washington 99328

RE: Request for Fire Marshal Services

Dear Ms. Bailey,

As you are aware, there are numerous vacant buildings on Main Street, within our Downtown core, that haven't been inhabited for numerous years. Within the Public Safety Committee of Dayton City Council, discussion recently commenced about safety of those buildings, and of the structures directly adjacent or connected to them. There is legitimate concern regarding fire safety, property maintenance, and potential vermin issues as we learn more about the condition of these buildings.

On October 3rd, 2012, the City of Dayton entered into an on-going interlocal agreement with Columbia County. Per that interlocal agreement, section 4.h.: the "Fire Marshal shall inspect, in cooperation and conjunction with City Planning and Building staff and/ or contractor(s), as necessary, new and ongoing businesses and development for compliance with applicable Fire Safety Regulations...as requested by the City of Dayton." Per this language, the City of Dayton hereby requests the following of the Fire Marshal:

- 1) Beginning January 1st, 2019, the Fire Marshal shall conduct Fire Safety Inspections of all vacant buildings within the City of Dayton Downtown core, or, as classified within the Official Zoning Map, the Commercial Zone (see attached).
- 2) Inspections shall occur once annually, with follow up inspections scheduled to ensure violations are brought into compliance, should any be found on the initial inspection.
- 3) Report to the Public Safety Committee, at a minimum of once per quarter, the findings and results of these inspections.

We hope to see not only an improvement in general aesthetics of our historic downtown core, but also an improved vitality.

If you have any questions regarding the City's request, please feel free to contact me.

Sincerely,  
City of Dayton

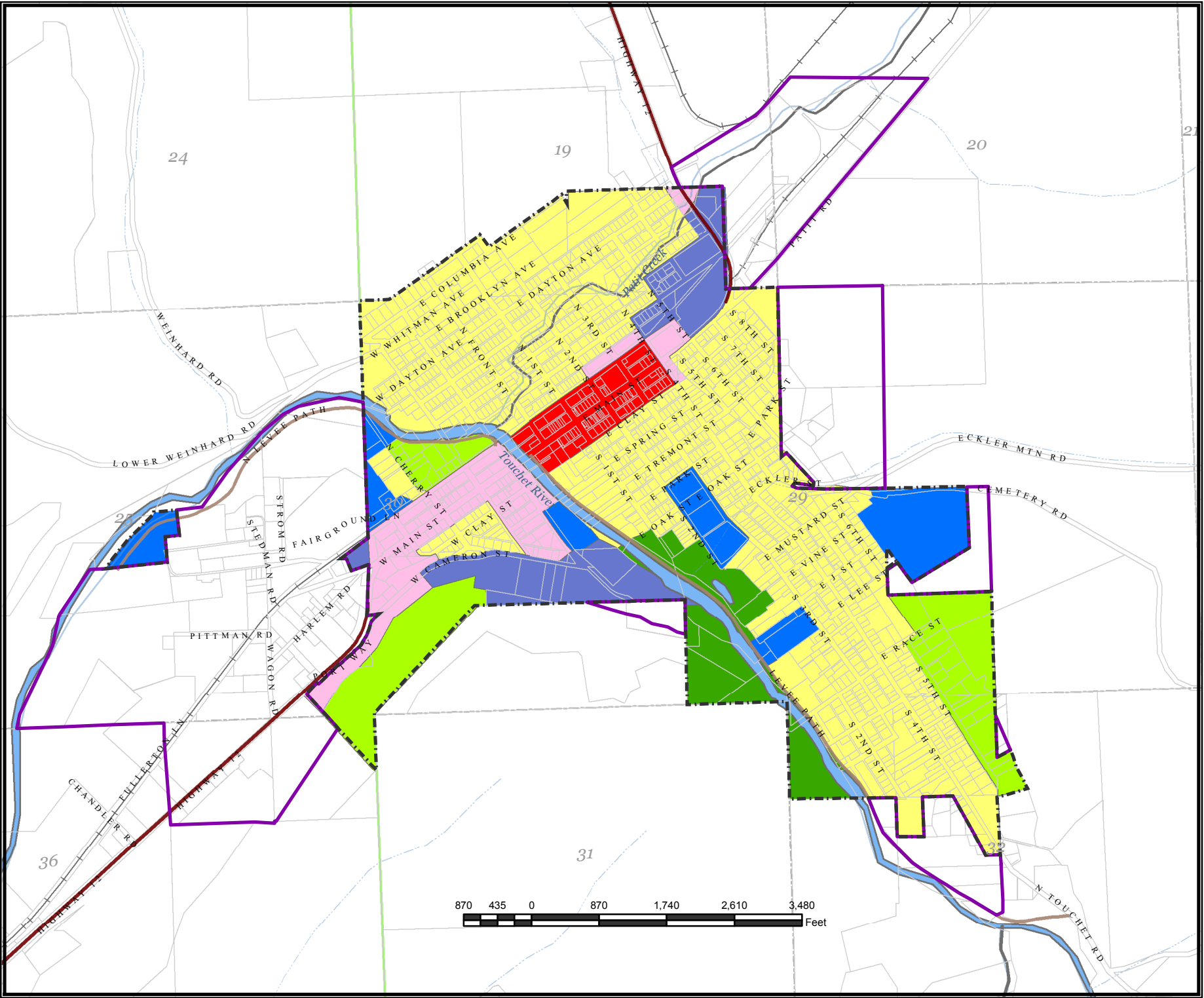
Craig George  
Mayor

# City of Dayton

## Columbia County, WA



This note certifies that this is the Official Zoning Map adopted on February 9, 2015, Ordinance 1873A, as referred in Title 11 of the City of Dayton, Washington, Zoning Code.



**Legend**

- City Limit
- Urban Growth Area
- Parcels
- Water
- Intermittent Stream
- Perennial Stream
- ZONING**
- AGRICULTURAL RESIDENTIAL
- COMMERCIAL
- FRINGE COMMERCIAL
- INDUSTRIAL
- OPEN SPACE RECREATIONAL
- PUBLIC/QUASI-PUBLIC
- URBAN RESIDENTIAL
- Railroad
- Townships
- Section Lines



Ord. 1873A - Attachment I

# Zoning

**STREET LIGHTING AGREEMENT  
 Company Owned System**

This STREET LIGHTING AGREEMENT ("Agreement") made by and between City of Dayton Washington ("Customer") in Columbia County, State of Washington and Pacific Power, an unincorporated division of PacifiCorp ("Company"), wherein Customer agrees to pay for street lighting service and Company agrees to install, maintain and operate street lighting facilities at those locations listed and described herein under the terms and conditions of Schedule No. 51 or any effective superseding schedule filed with the Washington Utilities and Transportation Commission. This Agreement shall be subject to the Company's electric service regulations, copies of which are available on the Company's web page.

Said service shall be furnished as soon as practicable after the date hereof, by Company-owned streetlights specified as follows:

1) Listed Below.

2) Listed on Exhibit "A", attached hereto and by this reference made a part hereof.

Location	Pole#	Light Type	Watts
1. 1520 South 5 <sup>th</sup> Street Dayton Washington	325700	LED	75
2.			
3.			
4.			
5.			
6.			
7.			

Company will furnish street lighting service, as shown on the attached sketch, at the Company's regularly filed rate, provided the Customer provides and installs trenching, conduit, back fill, bedding material, concrete bases for metal poles, site restoration and rights-of-way acceptable to the Company. All requirements shall meet the Company's specifications, including trench and conduit, on and off the Customer's property, beginning at the Company's existing facilities. Company's responsibilities and obligations hereunder with respect to the operation and maintenance of the street lighting service shall be limited to those set forth in the applicable rate schedule of the Company's Washington Tariff.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

The total non-refundable advance is \$936.00.

Special Provisions: None

City of Dayton Washington

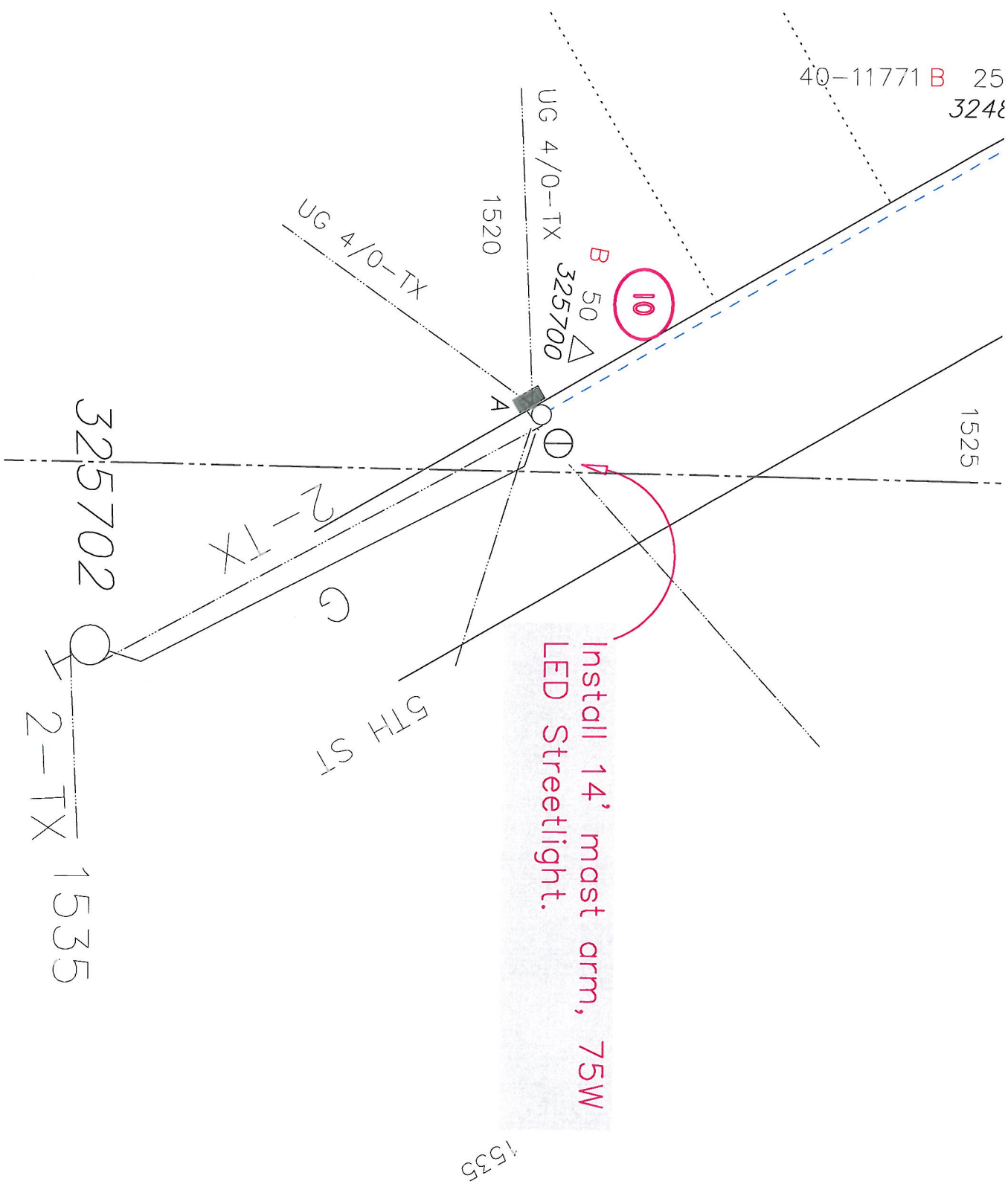
Pacific Power

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature


\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



Install 14' mast arm, 75W LED Streetlight.

10

Foreman		Emp #	Job Start Date		
CC#	WO# / REQ#	Map String	Job Comp Date		
11546	006618174	02110039.0			1 OF 1
CUSTOMER : City of Dayton Washington ADDRESS : South 5th Street Dayton, Washington			Circuit 5W323	Post Jobs <input type="checkbox"/> RQII <input type="checkbox"/> Posted <input type="checkbox"/>	EST ID# 11050 Print Date 12/12/18 Scale 1=50'