



DAYTON CITY COUNCIL
REGULAR MEETING

111 S. 1st St

HYBRID MEETING - In Person & Zoom

September 12, 2023
6:00 p.m.

PRELIMINARY AGENDA

A. Call to order

1. Roll call
2. Pledge of Allegiance

B. Approval of agenda

1. ACTION: Consider authorizing 09/12/2023 City Council Agenda as presented

C. Public Comment

- D.** Sheriff Joe Helm – Columbia County Sheriff’s Department
E. Tina Bobbitt – Columbia County Emergency Management Director
F. Ryan Rundell - Columbia County Board of Commissioners

G. Consent Agenda - Action

1. Approval of August 8, 2023, Regular Council Meeting Minutes -
2. Approval of Claims Voucher Warrants as audited by the Finance Committee
in the amount of = **\$ 1,209,625.22**
Voucher #'s 55677-55687, 55704-55705, 55709, 55711-55760, DOL 08/2023
Approval of Payroll Voucher Warrants for August 2023 = **\$ 104,514.37**
Voucher #'s 55688-55703, 55706-55708, 55710, 55761-55784, Aflac 08/2023, AFLAC2
08/2023, Aflac3 08/2023, Garnishment Corrections

H. Items for Council Consideration/Action

1. **Recommended Action** – Consider Authorizing Resolution No. 1522, Authorizing the Mayor to sign Change Order #1 for the 3rd Street Improvement Project
2. **Recommended Action** – Consider Authorizing Resolution No. 1521, Authorizing the Mayor to Sign a Class IV Work Crew Master Agreement Between the Washington State Department of Corrections and the City of Dayton.
3. **Recommended Action** – Consider Authorizing Ordinance No. 2003, An Ordinance Concerning the Shoreline Master Program Periodic Review
4. **Recommended Action** – Consider Authorizing Ordinance No. 2004, An Ordinance Amending Chapter 4-5 of the Dayton Municipal Code to Clarify the City’s Responsibility for Side Sewer Lines; and Providing for Summary Publication by Ordinance Title Only
5. **Recommended Action** – Consider Authorizing Ordinance No. 2000A, An Ordinance Repealing Ordinance No. 2000 and Granting to Charter Communications the Nonexclusive Right, Privilege, Authority and Franchise to Locate, Construct, Install, Own, Maintain, Repair, Replace, Extend, Operate and Use Facilities In, Upon, Over, Under, Along and Across the

I. Mayor Reports/Comments

J. Standing Committee Reports/Comments

K. Department Reports

L. Unfinished Business

M. New Business

N. Final Public Comment

O. Adjournment

- *Next City Council meeting is scheduled for October 10, 2023*

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

Topic: Dayton Regular City Council Meeting

Time: September 12, 2023 @ 6:00 pm – VIA ZOOM

Join Zoom Meeting

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

Meeting ID: 356 122 6503

One tap mobile

+12532158782,,3561226503# US (Tacoma)

DAYTON CITY COUNCIL MINUTES

Regular Meeting

Tuesday Aug 8, 2023

HYBRID MEETING

ZOOM AND IN-PERSON MEETING

Dayton, Washington 99328

CALL TO ORDER:

A. Call to order

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

Roll Call: Present: Councilmembers: Teeny McMunn, Dain Nysoe, Kyle Anderson, Jim Su'euga, Shannon McMillen, Mike Smith

Excused: Laura Aukerman

Staff: Debra Hays –City Clerk, Misty Yost, Deputy City Clerk, Ryan Paulson - Public Works Director, Clark Posey – Planning Director

Pledge of Allegiance.

B. Approval of agenda

1. ACTION: Consider authorizing 08/8/2023 City Council Agenda as presented:

McMunn makes a motion authorizing 08/08/2023 City Council Agenda as presented. McMillen seconds the motion. Agenda approved, unanimously.

C. Public Comment – No Public Comment.

D. **Belinda Larsen -Chamber of Commerce-**Larsen presents the council with a handout of this year's events, it also includes the names of the recipients of Façade Grant money as well as upcoming projects and events.

E. **Sheriff Joe Helm** - Columbia County Sheriff's Department – Helm updates the council with the monthly incident reports, and the increase in graffiti in town. Helm asks the public to please watch out for and report any suspicious activity. Helm also updates the council on recent events including National Night out and Sherriff for a day.

F. **Tina Bobbitt – Columbia County Emergency Management Director-** Bobbitt updates the council on the number of calls for inside the City and County for dispatch services. She states that they are still working on updating the Hazard Mitigation Plan as well as the Comprehensive Emergency Management Plan. Bobbitt also updates the council on upcoming meetings. The council questions Bobbitt on what the city needs to do in regard to completing the Hazard Mitigation Plan. Bobbitt responds. Mayor Weatherford assures her that the city is working on their part and will get it to her as soon as possible.

G. **Ryan Rundell – Columbia County Board of Commissioners-** Rundell states that the Commissioners have started working on the budget for next year. Rundell also updates the council on new staffing as well as the community needs assessment is nearing completion at Public Health.

H. Consent Agenda – Action

1. Approval of July 11th, 2023, Regular City Council Meeting Minutes.
2. Approval of Claims Voucher Warrants as audited by the Finance Committee in the amount of **\$927900.91**. Voucher #'s 55585-55603, 55621, 55627-55647, 55673, Delete Me, 55675, June Vouchers #'s 55666, 55674, 55676.
3. Approval of Payroll Voucher Warrants for July 2023 in the amount of **\$110079.09**. Voucher #55604-55620, 55622-55626, 55648-55665, 55667-55672.
McMunn makes a motion to authorize the Consent Agenda. Nysoe seconds the motion. Motion carries unanimously.

I. Items for Council Consideration/Action.

1. **Recommended Action-**, – Consider Authorizing Resolution No. 1517– Authorizing an Employment Agreement between the City of Dayton and Debra M. Hays. ***McMillen makes a motion Authorizing an***

Employment Agreement between the City of Dayton and Debra M. Hays. Su'euga seconds the motion. Motion passes, unanimously.

2. **Recommended Action-**, – Consider Authorizing Resolution No. 1518– Authorizing an Employment Agreement between the City of Dayton and Ryan Paulson. ***Su'euga makes a motion Authorizing an Employment Agreement between the City of Dayton and Ryan Paulson. McMillen seconds the motion. Motion passes, unanimously.***
3. **Recommended Action-**, – Consider Authorizing Resolution No. 1519– Authorizing an Employment Agreement between the City of Dayton and Eddie Strickland. ***McMillen makes a motion Authorizing an Employment Agreement between the City of Dayton and Eddie Strickland. Su'euga seconds the motion. Motion passes, unanimously.***
4. **Recommended Action-**, – Consider Authorizing Resolution No. 1520– Authorizing an Employment Agreement between the City of Dayton and Misty Yost. ***McMillen makes a motion Authorizing an Employment Agreement between the City of Dayton and Misty Yost. McMunn seconds the motion. Motion passes, unanimously.***

J. Mayor Reports/Comments – Mayor Weatherford updates council on monthly check in meeting on the progress of Wastewater Treatment Plant Project. Weatherford states that the plan is moving forward and is on track. The council questions Mayor Weatherford on the site plan for the project. Weatherford responds. Mayor Weatherford also informs the council that he has asked department heads for their 2024 budget request and would like them returned by Sept. 2nd. Mayor Weatherford also discussed upcoming workshops.

K. Standing Committee Reports/Comments

Public Safety – Kyle Anderson - No report.

Public Works -Jim Su'euga –No report.

Finance Committee -Dain Nysoe – The committee discussed the current and future financial situation and a possible increase in utility rates. Nysoe also discussed scheduling a meeting with Columbia County Commissioners to discuss putting a cap on the CPI portion of the interlocal agreement for law enforcement.

Parks and Grounds –Mike Smith– Smith speaks to the council regarding grants.

Planning and Community Development – Teeny McMunn – McMunn updates the council on permits issued inside the City as well as meetings that she has attended.

Human Resources – Shannon McMillen– McMillen states that the committee finished employee contracts and are now working on the personnel policies.

Transportation – Laura Aukerman – Excused

Chamber –Teeny McMunn – No report.

L. Department Reports

Public Works Director – Ryan Paulson – Paulson reports on meetings with Charter for scheduling of fiber optic installation. He also updates the council on the well repair, fishing pond issues, projected improvements to the park as well as crack sealing funding and projects. Paulson also informed the council that Main Street sidewalk removal and repairs will be starting this week. There will also be 4 trees removed and replaced, however he do not have a time on this yet.

City Clerk – Debra Hays – Hays updates the council on the upcoming Customer Appreciation Day, budget training as well as City Hall closures for software training. Hays also reminds the council to update the Calendar for committee meetings.

City Deputy Clerk – Misty Yost – Yost addresses the council in regard to problems with bills going out late due to offsite billing and slow mail. She reminds the council and the public that bills do not assess a late charge until after the 25th of the month.

Planning – Clark Posey – Posey no report.

M. Unfinished Business- No unfinished business.

N. New Business – Council member Su'euga would like the Council to address better Communications with the County and the Public. Mayor Weatherford states that this will be addressed during the upcoming Council

workshop.

O. Final Public Comment- No public comment.

P. Adjournment

With no further business to come before the Council, the meeting is adjourned at 6:57 P.M.
***Su'euga makes a motion to Adjourn the City Council meeting of Aug 8th, 2023,
McMunn seconds the motion. Motion carries, unanimous.***

Next regular City Council meeting is scheduled for 9/12/2023.

City of Dayton

By: Zac Weatherford

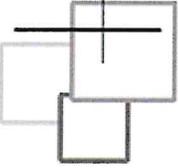
Attested:

Approved:

Date

Deb Hays, City Clerk Treasurer

Register



Fiscal: 2023
 Deposit Period: 2023 - August
 Check Period: 2023 - August - August-31, 2023 - August - August-15

Number	Name	Print Date	Clearing Date	Amount
Bank of Eastern Oregon				
55677	Anderson Perry & Assoc	8/7/2023		\$975.00
55678	Chamber Of Commerce	8/7/2023		\$6,660.13
55679	Coleman Oil Company	8/7/2023		\$3,428.50
55680	Jamestown Networks	8/7/2023		\$995.98
55681	Kelly Connect	8/7/2023		\$131.79
55682	One Call Concepts, Inc	8/7/2023		\$20.33
55683	Pape Machinery	8/7/2023		\$50.89
55684	Petty Cash - City Of Dayton	8/7/2023		\$2.22
55685	Sweetwood, David	8/7/2023		\$120.00
55686	WA State Treasurer	8/7/2023		\$995.42
55687	Dan Carruthers	8/7/2023		\$102.97
55688	Alznauer, Timothy A	8/10/2023		
55689	Fletcher, Lloyd	8/15/2023		\$1,411.10
55690	Hays, Debra M.	8/15/2023		\$1,911.90
55691	Lambert, Isaiah J	8/15/2023		\$2,525.98
55692	Moore, Duane E	8/15/2023		\$1,558.91
55693	Moton, Donald G.	8/15/2023		\$1,282.64
55694	Paulson, Ryan A	8/15/2023		\$1,804.27
55695	Posey, Clark A	8/15/2023		\$2,464.47
55696	Ramsey, Nathan D	8/15/2023		\$1,933.46
55697	Payroll Vendor	8/15/2023		\$1,138.11
55698	Sweetwood, David	8/15/2023		Void
55699	Walker, Alan J	8/15/2023		\$1,745.31
55700	Westergreen, Connie	8/15/2023		\$1,553.59
55701	Yost, Misty	8/15/2023		\$1,802.74
55702	Payroll Vendor	8/15/2023		\$1,648.31
55703	Strickland, Eddie L	8/15/2023		Void
55704	Owens Pump & Equipment	8/15/2023		\$1,909.96
55705	Humbert Asphalt, Inc.	8/15/2023		\$56,046.65
55706	Council No. 2	8/15/2023		\$944,338.87
55707	Dynamic Collectors, Inc.	8/15/2023		\$408.28
55708	Internal Revenue Service - U S Treasury	8/15/2023		\$320.65
55709	Purswell Pump - Walla Walla	8/16/2023		\$8,624.42
55710	Moore, Duane E	8/17/2023		\$18,182.16
55711	Basin Disposal, Inc	8/22/2023		\$581.60
55712	Blue Mountain Septic	8/22/2023		\$180.20

Number	Name	Print Date	Clearing Date	Amount
55713	Centurylink	8/22/2023		\$369.87
55714	CI Information Management Shred Division	8/22/2023		\$45.29
55715	City of Dayton	8/22/2023		\$15,872.36
55716	Col Co Treasurer	8/22/2023		\$57,933.21
55717	Dept Of Revenue	8/22/2023		\$7,579.91
55718	Hays, Debra	8/22/2023		\$681.10
55719	Kelly Connect	8/22/2023		\$7.83
55720	Kie Supply Corporation	8/22/2023		\$48.45
55721	Kila Cate	8/22/2023		\$131.27
55722	Menke Jackson Beyer &	8/22/2023		\$115.00
55723	National Safety, Inc	8/22/2023		\$124.78
55724	North Central Labs Of Wisconsin	8/22/2023		\$250.17
55725	Pacific Power	8/22/2023		\$27,686.36
55726	Pepsi Cola - Walla Walla	8/22/2023		\$56.68
55727	The Times	8/22/2023		\$64.75
55728	U.S. Bank N.A. - Custody	8/22/2023		\$24.00
55729	Vision Municipal Solutions	8/22/2023		\$743.58
55730	Zac Weatherford	8/22/2023		\$40.00
55731	Anatek Labs, Inc	8/22/2023		\$375.00
55732	City Lumber & Coal Yard	8/22/2023		\$1,113.10
55733	City of Wenatchee	8/22/2023		\$37,000.00
55734	Core & Main	8/22/2023		\$9,494.93
55735	Dayton Tractor & Machine, Inc	8/22/2023		\$356.89
55736	Ferrellgas	8/22/2023		\$682.36
55737	H D Fowler CO	8/22/2023		\$2,706.39
55738	Herres Enterprises, LLC	8/22/2023		\$48.00
55739	Rock Hill Concrete	8/22/2023		\$585.36
55740	Skyline Parts Inc	8/22/2023		\$77.54
55741	Walla Walla Regional Water	8/22/2023		\$175.00
55742	Col Co Auditor	8/22/2023		\$3,341.50
55743	Ryan Paulson	8/22/2023		\$658.66
55744	Verizon Wireless	8/23/2023		\$171.22
55745	Col Co Treasurer	8/30/2023		\$183.82
55746	Consolidated Supply Co.	8/30/2023		Void
55747	Dayton Mercantile	8/30/2023		Void
55748	Dept Of Ecology	8/30/2023		Void
55749	Elk Drug	8/30/2023		Void
55750	Lawrence & Susan Krug	8/30/2023		Void
55751	Van Ausdle Tires	8/30/2023		Void
55752	Vision Municipal Solutions	8/30/2023		Void
55754	Consolidated Supply Co.	8/30/2023		\$4,468.18
55755	Dayton Mercantile	8/30/2023		\$9.98
55756	Dept Of Ecology	8/30/2023		\$2,428.50
55757	Elk Drug	8/30/2023		\$14.29
55758	Lawrence & Susan Krug	8/30/2023		\$131.27
55759	Van Ausdle Tires	8/30/2023		\$171.91

Number	Name	Print Date	Clearing Date	Amount
55760	Vision Municipal Solutions	8/30/2023		\$1,041.60
55761	Alznauer, Timothy A	8/31/2023		\$1,648.29
55762	Aukerman, Laura U	8/31/2023		\$137.65
55763	Fletcher, Lloyd	8/31/2023		\$2,189.34
55764	Hays, Debra M.	8/31/2023		\$2,549.94
55765	Lambert, Isaiah J	8/31/2023		\$1,703.48
55766	McMunn, Eileen M	8/31/2023		\$137.65
55767	Moore, Duane E	8/31/2023		\$1,482.96
55768	Moton, Donald G.	8/31/2023		\$2,056.57
55769	Nysoe, Dain	8/31/2023		\$137.65
55770	Paulson, Ryan A	8/31/2023		\$2,489.47
55771	Posey, Clark A	8/31/2023		\$2,496.74
55772	Ramsey, Nathan D	8/31/2023		\$1,260.63
55773	Smith, Michael	8/31/2023		\$137.65
55774	Strickland, Eddie L	8/31/2023		\$1,944.35
55775	Sweetwood, David	8/31/2023		\$1,964.98
55776	Walker, Alan J	8/31/2023		\$2,218.82
55777	Weatherford, Zachary M	8/31/2023		\$861.50
55778	Westergreen, Connie	8/31/2023		\$2,030.11
55779	Yost, Misty	8/31/2023		\$1,669.09
55780	AWC EMPLOYEE BENEFIT TRUST - PAYROLL	8/31/2023		\$18,355.84
55781	Dept of Retirement Systems	8/31/2023		\$10,240.38
55782	Internal Revenue Service - U S Treasury	8/31/2023		\$10,158.36
55783	WSCCCE	8/31/2023		\$1,209.00
55784	Dynamic Collectors, Inc.	8/31/2023		\$370.73
Aflac 08/2023	AFLAC Remittance Processing	8/15/2023		Void
AFLAC2 08/2023	AWC EMPLOYEE BENEFIT TRUST - PAYROLL	8/31/2023		Void
Aflac3 08/2023	AFLAC Remittance Processing	8/31/2023		\$437.49
<u>Garnishment Corrections</u>	Dynamic Collectors, Inc.	8/17/2023		\$0.00
<u>DOL 08/2023</u>	Department of Licensing	8/30/2023		\$209.00
	Total		Check	\$1,314,139.59
	Total		7270002352	\$1,314,139.59
	Grand Total			\$1,314,139.59

CITY OF DAYTON

RESOLUTION NO. 1522

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
COLUMBIA COUNTY, WASHINGTON, AUTHORIZING CHANGE ORDER #1
FOR THE 3rd STREET IMPROVEMENT PROJECT**

WHEREAS, the City of Dayton entered into a contract with Humbert Asphalt, Inc. for the 3rd Street Improvement Project; on May 9th, 2023. and

WHEREAS, Change Order No. 1 dated September 12, 2023, is required to increase the 3rd Street Improvement Project contract amount to include the changes associated increase in cost of materials and labor of **\$25,800.00**. Contract total including this and any other previous change orders is **\$3,522,648.55**. This Change Order will also increase days of work on this project an **additional 5 days** for this project.

WHEREAS, such additions have been reviewed and approved by the City Engineer and Public Works Director:

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

Section 1. The Mayor of the City of Dayton, Washington, is hereby authorized to execute Change Order No. 1, attached here to.

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 here on.

Approved this 12th day of September 2023.

Mayor, Zac Weatherford

Attest:

Debra M Hays, City Clerk Treasurer

APPROVED AS TO FORM:

Quinn Plant, City Attorney
Menke Jackson Beyer, LLP

CHANGE ORDER

Change Order No.: 1

Date: September 12, 2023

Project/Contract: 3rd Street Improvements

Owner: City of Dayton, Washington

To (Contractor): Humbert Asphalt Inc.

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

Description of Changes (Supplemental Description, Plans and Specifications Attached, as applicable)	DECREASE In Contract Price	INCREASE In Contract Price
1-1 Added Concrete Work on the North 3rd Street Bridge		\$25,800
Subtotal	\$0.00	\$25,800.00
Sales Tax 8.4%	\$0.00	\$0.00
TOTAL	\$0.00	\$25,800.00
Net Change in Contract Price	\$25,800.00	\$25,800.00

JUSTIFICATION:

After removal of the existing sidewalks and surfacing on the North 3rd Street Bridge, several deficiencies with the existing bridge were discovered. The existing bridge approach slabs were constructed using discarded bridge girders and would not provide a suitable base for paving, one existing wing wall was cracked, and one wing wall was constructed too high to install the pedestrian bridge. This change order covers costs to remove the existing approach slabs, install cast in place concrete blocks to secure the existing bridge girders and repair the wing walls, and cut down one wing wall below the new pedestrian bridge supports. See attached updated drawings and change order cost summary provided by the Contractor.

The amount of the Contract will be (Increased/Unchanged/Decreased) by the sum of: \$25,800.00

The Contract total including this and previous Change Orders will be: \$3,522,648.55

The Contract period provided for completion will be (Increased/Unchanged/Decreased): 5 working days

Revised Date of Substantial Completion: December 28, 2023

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

Approved

City of Dayton, Washington _____
(Date)

Recommended

Anderson Perry & Associates, Inc. _____
(Date)

Approved

Humbert Asphalt, Inc. _____
(Date)



CHANGE ORDER #1

WA Contractor's Lic# HUMBEL1044QG
 OR Contractor's Lic# 116200
 Email: jennifer@humbertasphaltinc.com

Date: 9/7/2023

TO: City of Dayton 111
 South First Street
 Dayton, WA 99328

PROJECT NAME: 2023-Dayton 3rd Street
 Improvements

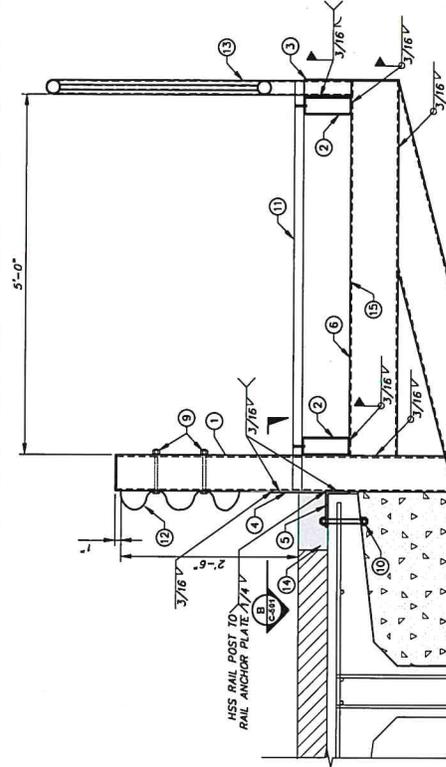
Item #:	Description:	Quantity	Units:	Unit Price:	Total:
	<u>North 3rd Street Bridge</u>				
	Sawcut Wing Walls	1	LS	\$ 2,625.00	\$ 2,625.00
	Removal of old concrete gyder blocks	2	Each	\$ 2,625.00	\$ 5,250.00
	Provide materials for forms to build concrete blocks	1	LS	\$ 3,625.00	\$ 3,625.00
	Materials for Concrete	1	LS	\$ 4,125.00	\$ 4,125.00
	Rebar	1	LS	\$ 1,925.00	\$ 1,925.00
	Excavation & Backfilling	1	LS	\$ 3,125.00	\$ 3,125.00
	Labor	1	LS	\$ 5,125.00	\$ 5,125.00
B&O TAX ON MATERIAL (8.4%):					\$ -
D TOTAL:					\$ 25,800.00

Item #:	Description:	Quantity	Units:	Unit Price:	Total:
					\$ -
SALES TAX (N/A%):					\$ -
B TOTAL:					\$ -

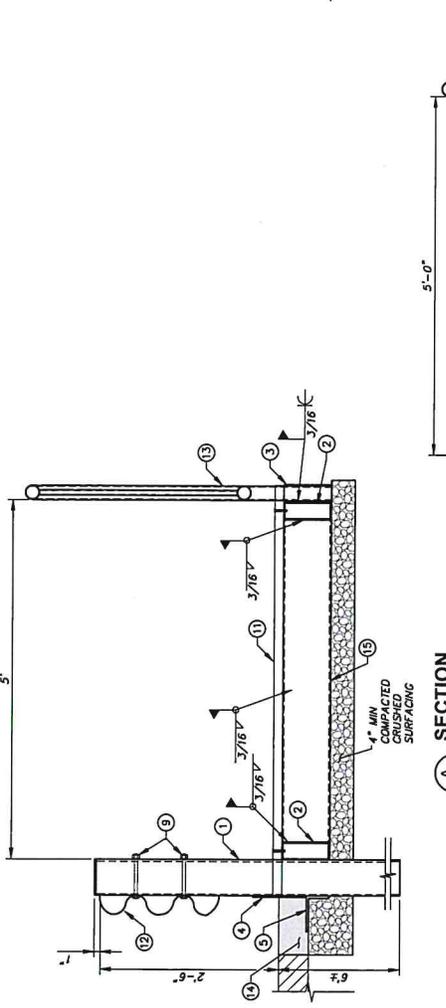
Item #:	Description:	Quantity	Units:	Unit Price:	Total:
					\$ -
SALES TAX (N/A%):					\$ -
C TOTAL:					\$ -

Item #:	Description:	Quantity	Units:	Unit Price:	Total:
					\$ -
SALES TAX (N/A%):					\$ -
D TOTAL:					\$ -

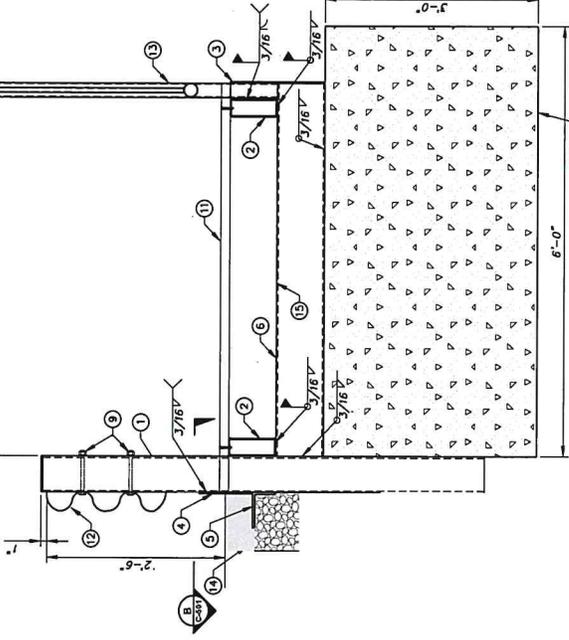
NOTE:



SECTION A
C-507 NTS



SECTION B
C-508 NTS

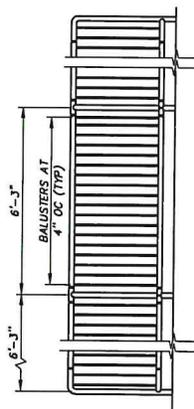


SECTION C
C-509 NTS

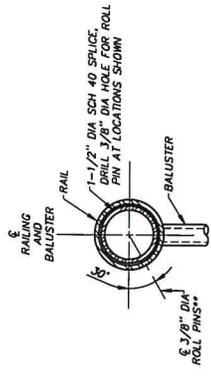
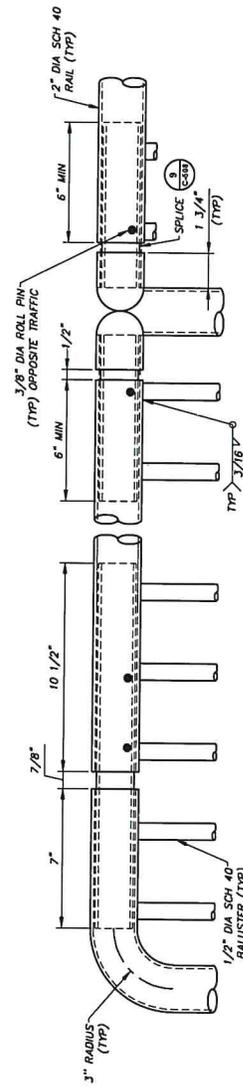
SHEET KEY NOTES

- 1 RAIL POST HSS8x3x5/16
- 2 STRINGER HSS8x3x1/4
- 3 RAIL SLEEVE
- 4 PAVING DAM 1/4x9" 0
- 5 RAIL ANCHOR PLATE 16x4x3/8
- 6 BRACE MEMBER HSS8x3x1/4
- 7 DIAPHRAGM HSS8x3x1/4
- 8 BEARING SHIM HSS8x4x1/4
- 9 5/16" DIA BOLT WITH WASHER AND CAP NUT (GALV)
- 10 3/4" DIA#8 THREADED ROD WITH NUTS AND TAPERED WASHER
- 11 ANCHORS TRACTION TREAD ADA ALUMINUM 8 GAUGE 12"x2" DECKING ATTACH WITH GALVANIZED #14 SELF-DRILLING SCREW 2 AT EACH CONNECTION POINT (4 SCREWS PER PLANK)
- 12 THREE BEAM GUARDRAIL
- 13 PEDESTRIAN PIPE RAIL SEE DETAILS 7, 8, AND 9, SHEET C-508
- 14 HMA
- 15 SET BOTTOM OF STRINGER ELEVATION 4" ABOVE TOP OF CONCRETE WING WALL
- 16 3"x3'x6" CONCRETE BLOCK REINFORCED WITH NO. 4 REBAR AT 1' OC EACH WAY

	CITY OF DAYTON, WASHINGTON N 3RD STREET RECONSTRUCTION 2023 WEST SIDEWALK AND BARRIER DETAILS II		SHEET C-507 48 OF 53		
DESIGNED BY B. AMATA DRAWN BY A. WOLFORD CHECKED BY A. SCHMIDIGALL	JOB NUMBER 918-157 DATE JULY 25, 2023 SHEET NO. 918-157-060C-507.DWG COPYRIGHT 2023 BY ANDERSON FERRY & ASSOC., INC.				

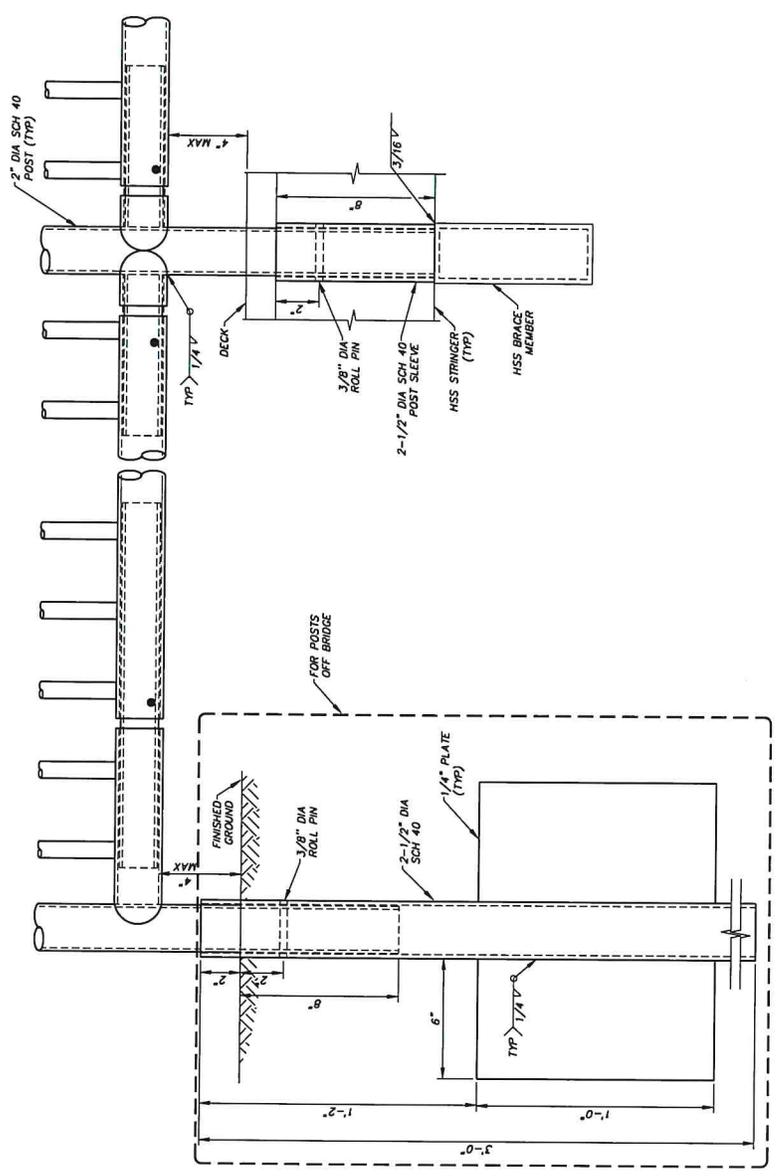


7 PEDESTRIAN PIPE RAIL ELEVATION
C-508 N/S



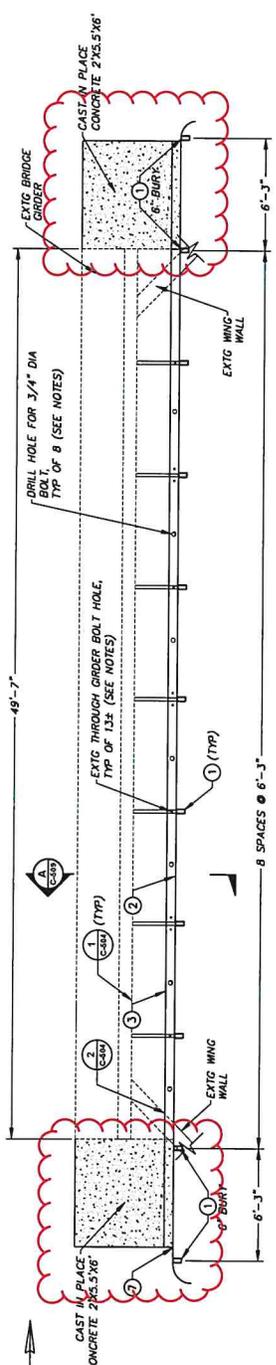
** LOCATION ON OPPOSITE SIDE OF TRAFFIC. ROLL PINS SHALL BE DRIVEN FLUSH WITH THE OUTSIDE FACE OF THE RAILING.

9 RAIL SPLICE
C-508 N/S

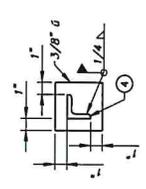


8 PEDESTRIAN PIPE RAIL
C-508 N/S

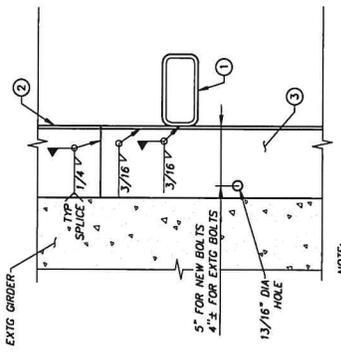
CITY OF DAYTON, WASHINGTON N 3RD STREET RECONSTRUCTION 2023 PEDESTRIAN PIPE RAIL DETAILS		SHEET C-508 49 OF 53
DRAWN BY: B. AMATA CHECKED BY: A. WOLFORD DESIGNED BY: A. SCHMIDTGRALL	DATE: July 25, 2023 JOB NO: 918-157-060C-508.DWG	



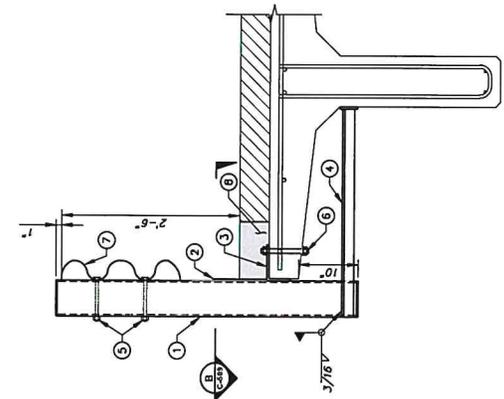
EAST BARRIER FRAMING PLAN
NTS



1 SIDE PLATE
C-509 NTS

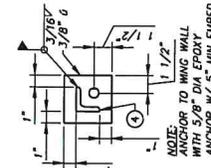


B SECTION
C-509 NTS



A SECTION
C-509 NTS

RAIL NOTES:
1. RAIL ANCHOR PLATE SHALL UTILIZE BOTH NEW AND EXISTING HOLES IN GRIDER FLANGE.
2. NEW HOLES IN GRIDER FLANGE SHALL BE DRILLED SUPPLYING THE DISTANCE BETWEEN THE EXISTING HOLES.
3. ONLY FRAMING MEMBERS SHOWN FOR CLARITY.



2 ANGLE SIDE PLATE
C-509 NTS

- SHEET KEY NOTES**
- 1 RAIL POST HSS6x3x5/16
 - 2 PAVING DAM 1/4x3" G
 - 3 RAIL ANCHOR L2x2x3/8
 - 4 BRACE MEMBER L2x2x3/8
 - 5 5/16" DIA BOLT WITH WASHER AND CAP NUT (GALV)
 - 6 3/4" DIAx8" THREADED ROD WITH NUTS AND TAPERED WASHER
 - 7 THREE BEAM GUARDRAIL
 - 8 HMA PATCH

Anderson Perry & Associates, Inc. <small>Engineering • Surveying • Construction Management</small>		CITY OF DAYTON, WASHINGTON N 3RD STREET RECONSTRUCTION 2023	SHEET C-509 50 OF 53
PROJECT	N 3RD STREET RECONSTRUCTION	DATE	REV
CLIENT	CITY OF DAYTON, WASHINGTON	DATE	REV
DESIGNED BY	B. AMATA	DATE	REV
CHECKED BY	A. WOLFORD	DATE	REV
APPROVED BY	T.A. SCHMIDT (GALL)	DATE	REV
PROJECT NUMBER	918-157	DATE	REV
JOB NUMBER	918-157-060C-509.DWG	DATE	REV
<small>Copyright 2023 by Anderson Perry & Assoc., Inc.</small>			

RESOLUTION NO. 1521

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON
AUTHORIZING A CLASS IV WORK CREW MASTER AGREEMENT BETWEEN THE
WASHINGTON STATE DEPARTMENT OF CORRECTIONS AND THE CITY OF DAYTON;
AUTHORIZING THE MAYOR TO EXECUTE AND IMPLEMENT SAID CONTRACT; AND,
SETTING AN EFFECTIVE DATE**

WHEREAS, the City's Master Contract Agreement with the Washington State Department of Corrections expired June 30, 2023 ; and

WHEREAS, the City desires to re-establish terms and conditions to allow incarcerated individuals to provide work crew services; and

WHEREAS, the City Council constitutes the legislative authority of the City of Dayton and deems these services to be in the best interest of the city.

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

SECTION 1. AUTHORIZATION OF AGREEMENT. The Class IV Work Crew Master Agreement, No. K12505, between the City of Dayton and Washington State Department of Corrections, as provided in the form attached hereto as Exhibit A, is hereby authorized.

SECTION 2. EXECUTION OF AGREEMENT. The Mayor is hereby authorized to execute the Master Agreement as described above in Section 1, in the form attached hereto as Exhibit A, on behalf of the City of Dayton.

SECTION 3. IMPLEMENTATION. The Mayor or his designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

SECTION 4. EFFECTIVE DATE. That this resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this _____ day of _____, 2023.

CITY OF DAYTON

Zac Weatherford, Mayor

Attest/Authenticate:

Debra M Hays, City Clerk Treasurer

Approved as to form:

Quinn Plant, City Attorney

WASHINGTON STATE DEPARTMENT OF CORRECTIONS
Washington State Penitentiary
Prisons Division CLASS IV Work Project Description

I. Contract Number: K12505

RECIPIENT: City of Dayton

RECIPIENT is: Government Entity State Agency Public Benefit Nonprofit & Evidence Attached

RECIPIENT Contact: Debra Hays Phone: 509 382 2361 Email: dhays@daytonwa.com

Department Contact: David Anderson Phone: 509 526 6430 Email: David.Anderson@doc1.wa.gov

Work Project Title: City of Dayton

Project Level: 1 2 3

Workers will: DOC will provide incarcerated individual work crews to perform general grounds maintenance, including but not limited to, weed control painting and brush cleanup

Number of Workers on crew: Maximum of 10 incarcerated individuals

Project Location: Varies

Project Period (One year maximum): July, 1, 2023 through June 30, 2024

1. Projected Total Number of Crew Hours, Number of Workers: 60 hours a day

2. Minimums for Set Monthly Rate and/or Full or Half Day Rate: \$250 per day

3. Approximate Work Hours: Arrive at 8:00 a.m. Depart at 2:00 p.m.

Special Payment Terms. Recipient will pay DOC:

1. Transportation Costs: \$0 to transport Workers;
2. Other direct and indirect costs \$Current L & I hourly rate; to include L & I (L&I Premiums Rate, Administrative Cost, etc.).

PPE, Tools and Equipment Provided by:

Recipient: _____

Specialty PPE, Tools and Equipment Training Provided by Recipient?

DOC: Will furnish hard hats, reflective vests and gloves and safety cones as needed.

JSA Worksheet completed and attached?

Additional Terms:

NAME OF RECIPIENT

DEPARTMENT OF CORRECTIONS

Signature

Signature of Superintendent

Title

Institution

Date

Date

Please email a copy of this Work Project Description to docclacontractassist@DOC1.WA.GOV within two (2) calendar days after it is signed by both Parties. THANK-YOU

CITY OF DAYTON
ORDINANCE NO. 2003

ORDINANCE CONCERNING THE SHORELINE MASTER PROGRAM PERIODIC REVIEW REQUIRED BY
RCW 90.58.080(4)

WHEREAS, the Shoreline Management Act (SMA) requires the City of Dayton to develop and administer a Shoreline Master Program (SMP); and

WHEREAS, the City of Dayton adopted a comprehensive SMP update as required by RCW 90.58.080(2), which was effective as of May 2017; and

WHEREAS, RCW 90.58.080(4) requires the City of Dayton to periodically review and, if necessary, revise the master program on or before June 30, 2023; and

WHEREAS, the review process is intended to bring the SMP into compliance with requirements of the act or state rules that have been added or changed since the last SMP amendment, ensure the SMP remains consistent with amended comprehensive plans and regulations, and incorporate amendments deemed necessary to reflect changed circumstances, new information, or improved data; and

WHEREAS, the Southeast Washington Coalition on behalf of the City of Dayton developed a public participation program for this periodic review in accordance with WAC 173-26-090(3)(a) to inform, involve and encourage participation of interested persons and private entities, tribes, and applicable agencies having interests and responsibilities relating to shorelines; and

WHEREAS, the Southeast Washington Coalition on behalf of the City of Dayton has followed its adopted public participation program, including holding two public workshops, providing information about the City of Dayton SMP update on the Southeast Washington Coalition website, holding a joint comment period and hearing with Ecology; and

WHEREAS, the City of Dayton used Ecology's checklist of legislative and rule amendments to review amendments to chapter 90.58 RCW and department guidelines that have occurred since the master program was last amended, and determine if local amendments are needed to maintain compliance in accordance with WAC 173-26-090(3)(b)(i); and

WHEREAS, the City of Dayton reviewed changes to the comprehensive plan and development regulations to determine if the shoreline master program policies and regulations remain consistent with them in accordance with WAC 173-26-090(3)(b)(ii); and

WHEREAS, the City of Dayton considered whether to incorporate any amendments needed to reflect changed circumstances, new information or improved data in accordance with WAC 173-26-090(3)(b)(iii); and

WHEREAS, the City of Dayton completed a review of staff recommendations and prepared initial amendments; and

WHEREAS, the City of Dayton consulted with the Department of Ecology early and often during the drafting of the amendments. The City of Dayton worked collaboratively with the Department of Ecology to address local interests while ensuring proposed amendments are consistent with the policy of RCW 90.58.020 and applicable guidelines in accordance with WAC 173-26-104; and

WHEREAS, the City of Dayton conducted a formal public comment period in compliance with requirements of WAC 173-26-104; and

WHEREAS, the City of Dayton published a legal notice in the Dayton Chronicle on March 28 and April 3, 2023 for a public hearing and made recommendation(s), including a statement that the hearing was intended to address the periodic review in accordance with WAC 173-26-090(3)(c)(ii); and

WHEREAS, the City of Dayton took public testimony on the proposed SMP updates at a public hearing on April 10, 2023; and

WHEREAS, a State Environmental Policy Act (SEPA) environmental checklist was prepared based upon the proposed SMP draft updates, and the City of Dayton issued and circulated a copy of the checklist and a Determination of Non-Significance (DNS) on April 5, 2023; and

WHEREAS, the City of Dayton reviewed the public testimony and written comments on the proposed SMP revisions, and suggested revisions to the proposed amendments; and

WHEREAS, the City of Dayton staff recommends approval of the proposed amendments and forwarded it to the City of Dayton City Council for review and adoption on September 12, 2023, ; and

WHEREAS, the City of Dayton provided Notice of Intent to Adopt to the Washington State Department of Commerce in accordance with WAC 173-26-100(5); and

WHEREAS, after considering all public comments and evidence, the City Council determined that the proposed amendments comply with all applicable laws and rules; and

WHEREAS, this completes the City required process for periodic review in accordance with RCW 90.58.080(4) and applicable state guidelines (WAC 173-26).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON:

Section 1. Review and Evaluation. The City Council hereby finds that the review and evaluation required by RCW 90.58.080(4) have occurred, as described in the recitals above.

Section 2. Revisions. That the SMP is hereby amended to read as set forth in Exhibit 1 (SMP redlines). The remaining portions of the SMP shall remain unchanged.

Section 3. **Adoption.** The City Council hereby adopts the above referenced SMP revisions and finds the amended SMP consistent with the requirements of RCW 90.58 and WAC 173-26, as they apply to these amendments.

Section 4. **Submission to Department of Ecology.** The City of Dayton is directed to submit the SMP and associated documents to the Department of Ecology for their review and approval prior to formal adoption. If/Once approved by the Department of Ecology no further action is necessary for compliance with RCW 90.58.080(4) for the periodic review update due on June 30, 2023.

Section 5. **Effective Date.** The amendments to the SMP adopted through ordinance shall be effective 14 days after Department of Ecology final action as provided by RCW 90.58.090(7).

Passed by the City Council , City of Dayton, this 12th day of September, 2023, by a vote of ____ for, _____ against, and _____ abstaining.

Approved:

Mayor Zac Weatherford

ATTEST:

Debra M Hays, City Clerk Treasurer

APPROVED AS TO FORM:

Quinn Plant, City Attorney
Menke Jackson Beyer, LLP

TO: Ryan Paulson, Public Works Director
Ben Floyd, White Bluffs Consulting
Josh Jenson, Anchor QEA

CC: Jackie Chandler, Shoreline Administrator, WA Department of Ecology

FROM: Lennard Jordan, Senior Shoreline Planner, WA Department of Ecology

Date: August 10, 2023

Subject: **SMP Periodic Review** – City of Dayton - Initial Determination of Consistency

Sent via email to: rpaulson@dayton.com
ben@whitebluffsconsulting.com
jjenson@anchoragea.com

Use of this Document

Ecology's *Determination of Initial Concurrence* provides Ecology's review of the proposed amendment to the City of Dayton's Shoreline Master Program 21-23 Periodic Review. This document is divided into two sections: **Findings of Fact**, which provides findings related to the Dayton's proposed amendment, amendment history, and the review process and **Initial Determination** of the proposed amendment with next steps.

Brief Description of Proposed Amendment

The City of Dayton is undergoing a statutorily required periodic review of their Shoreline Master Programs (SMP) and has submitted their draft SMP amendments to Ecology for an initial determination as required by the joint review process and consistent with WAC 173-26-104(3). These amendments were led by Columbia County as a coalition of County governments and participating cities and towns with designated shorelines of the state. The Coalition includes Asotin County, Columbia County, Garfield County, the City of Clarkston, the Town of Starbuck, and the City of Asotin. The City of Dayton has worked closely with the coalition but has elected to keep its own separate SMP and is going through a separate approval process. The SMP regulates shoreline uses and activities throughout the Counties.

FINDINGS OF FACT

Need for amendment

The City last updated its master program in 2017. This SMP amendment is needed to comply with the statutory deadline for a periodic review of the SMP pursuant to RCW 90.58.080(4).

SMP provisions to be changed by the amendment as proposed

The City has prepared a draft SMP Periodic Review to address updates to the Shoreline Management Act since 2017, which include minor consistency issues identified by local planning staff since the last SMP update, administrative provisions, and other minor amendments. They have also prepared a checklist and an analysis documenting the proposed amendment. The amendment will bring the SMP into compliance with requirements of the Shoreline Management Act, or state rules that have been added or changed since the last SMP amendment, ensure the SMP remains consistent with amended comprehensive plans and regulations, and incorporate revisions deemed necessary to reflect changed circumstances, new information, or improved data.

Amendment History, Review Process

The City of Dayton, in conjunction with the Coalition, prepared a public participation program in accordance with WAC 173-26-090(3)(a) to inform, involve and encourage participation of interested persons and private entities, tribes, and applicable agencies having interests and responsibilities relating to shorelines. An important element of the public participation plan is the Coalition's SMP Periodic Review project website. The Coalition and the City of Dayton developed draft documents in collaboration with Ecology.

The City used Ecology's Periodic Review checklist of legislative and rule amendments to review amendments to chapter 90.58 RCW and department guidelines, that have occurred since the master program was last amended, and determine if local amendments were needed to maintain compliance in accordance with WAC 173-26-090(3)(b)(i). The City also reviewed changes to the comprehensive plan and development regulations to determine if the shoreline master program policies and regulations remain consistent with them in accordance with WAC 173-26-090(3)(b)(ii). The City considered whether to incorporate any amendments needed to reflect changed circumstances, new information or improved data in accordance with WAC 173-26-090(3)(b)(iii). The City consulted with Ecology and solicited comments throughout the review process.

State Local Joint comment period under WAC 173-26-104

Ecology and the City held a joint state/local public comment period on the proposed SMP amendment following the procedures outlined in WAC 173-26-104. The comment period began on March 28, 2023, and continued through April 26, 2023. Ecology and the City held a joint public hearing on April 10, 2023.

A legal notice of joint local-state comment period, SEPA environmental review, and public hearing for the Coalition and the City of Dayton periodic review was published on March 28, 2023 and April 4, 2023 in Lewiston Tribune. Notice was also published in the Dayton Chronicle on March 30, 2023, and April 6, 2023. Ecology distributed notice of the joint local/state comment period to state interested parties on April 10, 2023. One comment was received from the Washington State Department of Natural Resources (DNR). DNR's comment noted the Geology and Earth Resources Division of Washington DNR has changed names to the Washington Geological Survey. DNR also suggested that the City clarify the terms "qualified geologist" and "Qualified Geotechnical Professional" and clarify the requirement for a Geotechnical Professional to be licensed in the state of Washington. The City revised the SMP accordingly.

The Nez Perce Tribe and The Umatilla Tribe were invited to comment and consult on the proposed SMP periodic review amendment on April 10, 2023 by email. No comments were received from the tribes.

The proposed SMP amendments were received by Ecology on June 14, 2023, for initial state review. The submittal was verified as complete on June 28, 2023. This began Ecology's review and initial determination.

Ecology consideration of comments

Ecology has reviewed the comments received during the City's Periodic Review process and we concur with the City's provided responses.

Ecology finds the City's response is consistent with the statutory obligations for conducting periodic reviews¹. Ecology finds the City's considered whether to incorporate any amendments to reflect changed circumstances, new information, or improved data, as provided or raised during the comment period.

The City determined, and Ecology concurs, that minor amendments are warranted at this time based upon the comments received and the existing SMP provisions.

INITIAL DETERMINATION

The following constitutes Ecology's written statement of initial concurrence, consistent with WAC 173-26-104(3)(b)(ii):

After review by Ecology of the complete record submitted and all comments received, Ecology has determined that the City's proposed amendment is consistent with the policy and standards of RCW 90.58.020 and RCW 90.58.090 and the applicable SMP guidelines (WAC 173-26-171 through 251 and .020 definitions).

Next Steps

Once adopted by the City, we anticipate being able to approve your SMP Periodic Review amendment after formal submittal is provided consistent with WAC 173-26-110.

¹ WAC 173-26-090(3)(b)(iii)

ORDINANCE NO. 2004

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON AMENDING CHAPTER 4-5 OF THE DAYTON
MUNICIPAL CODE TO CLARIFY THE CITY'S RESPONSIBILITY FOR
SIDE SEWER LINES; AND PROVIDING FOR SUMMARY
PUBLICATION BY ORDINANCE TITLE ONLY**

WHEREAS, the City Council of the City of Dayton had determined that it is necessary to supplement and clarify Dayton Municipal Code 4-5.80 concerning the City's responsibilities relating to private and side sewers.

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

Section 1. Ordinance No. 1432, Section 20, and Chapter 4-5 of the Dayton Municipal Code are hereby amended as follows:

Section 4-5.80, which currently reads as follows:

4-5.80 – City not responsible for private or side sewers.

The city assumes no responsibility for the maintenance or repair of any building sewers on private property.

Is hereby amended to read as follows:

4-5.80 – City not responsible for private or side sewers.

The city assumes no responsibility for the maintenance of any building sewer lines on private property or in easements or street rights-of-way. The owner of property served by a building sewer is responsible for the building sewer's connection to the public sewer, and for the entire length of the building sewer from the public sewer to the building the line serves. Each property owner shall, at the property owner's sole expense, operate, maintain, and repair and/or replace the building sewer so that it does not cause or contribute to an obstruction in the public sewer. The owner shall perform such duties as may be required in response to notice from the city of observed obstructions in the public sewer attributable to the building sewer's condition. Where such maintenance requires excavation or replacement of existing sewer facilities, the owner shall apply for and receive appropriate permits from the city.

If one or more discharges from a building sewer result in damage, partial or complete blockage, impairment of the public sewer's conveyance capacity, or excessive city maintenance of the public sewer, the discharger responsible shall be liable for said damage, and shall take the corrective action necessary to restore the public sewer system to full and normal operations. "Excessive maintenance" of the public sewer means pipe flushing or cleaning required more frequently than once every 12 months. Liability under

this section is in addition to civil penalties imposed pursuant to Section 4-5.112 of this chapter.

Section 2. Except as expressly set forth herein, all other provisions of Ordinance 1432 remain unchanged.

Section 3. 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 4. A summary thereof of this Ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance 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 _____, 2023.

City of Dayton

By: Zac Weatherford

Attest:

Debra M. Hays, City Clerk Treasurer

Approved as to form:
Menke Jackson Beyer, LLP

By: Quinn N. Plant, City Attorney

ORDINANCE NO. 2000A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON REPEALING ORDINANCE NO. 2000 AND GRANTING TO SPECTRUM PACIFIC WEST, LLC, LOCALLY KNOWN AS CHARTER COMMUNICATIONS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF FIBER OPTIC TELECOMMUNICATIONS AND COMMUNICATIONS SERVICES.

WHEREAS, Spectrum Pacific West, LLC, locally known as CHARTER COMMUNICATIONS, has filed with the City of Dayton (the "City") a written application for a Franchise to locate, install, construct, operate, and maintain telecommunication and fiber optic lines and appurtenances and to use such works, underground and overhead lines, cables, equipment, pedestals, antenna, and appurtenances over, under, along and across all of the City's rights-of-way and public property in the City for the purposes of the transmission, distribution and sale of wireline and wireless telecommunications and communications services; and

WHEREAS, the City and CHARTER COMMUNICATIONS subsequently negotiated the terms of the franchise agreement attached hereto at Exhibit A; and

WHEREAS, the franchise agreement attached hereto at Exhibit A was submitted to and reviewed by the City's attorney in accordance with RCW 35A.47.040; and

WHEREAS, the franchise agreement attached hereto at Exhibit A was introduced to the City Council at its regular business meeting on February 14, 2023; and

WHEREAS, at its regular business meeting on June 13, 2023, the City Council adopted Ordinance No. 2000 approving a franchise agreement with CHARTER COMMUNICATIONS; and

WHEREAS, subsequent to June 13, 2023, the City determined that Ordinance 2000 contained an incorrect version of the franchise agreement negotiated between the City and CHARTER COMMUNICATIONS; and

WHEREAS, in order to approve the correct version of the franchise agreement negotiated between the City and CHARTER COMMUNICATIONS, it is necessary that Ordinance No. 2000 be repealed and the correct version of the franchise agreement be approved by ordinance.

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

Section 1. Ordinance 2000 is hereby repealed.

Section 2. The franchise agreement between the City of Dayton, Washington, and Spectrum Pacific West, LLC, known locally as CHARTER COMMUNICATIONS, attached hereto at Exhibit A, is hereby approved, PROVIDED, that the franchise agreement shall become effective only after being published at least once in a newspaper of general circulation in the City as required by RCW 35A.47.040. Following publication in a newspaper of general circulation in the City, the Mayor is authorized to execute the franchise agreement and take such other action required to effectuate the agreement and its terms.

Section 3. A summary thereof of this Ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance 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 _____, 2023.

City of Dayton

By: Zac Weatherford

Attest:

Debra M. Hays, City Clerk Treasurer

Approved as to form:
Menke Jackson Beyer, LLP

By: Quinn N. Plant, City Attorney

ORDINANCE SUMMARY BY TITLE ONLY FOR PUBLICATION PURPOSES
ORDINANCE NO. 2000A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON REPEALING ORDINANCE NO. 2000 AND GRANTING TO SPECTRUM PACIFIC WEST, LLC, LOCALLY KNOWN AS CHARTER COMMUNICATIONS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF FIBER OPTIC TELECOMMUNICATIONS AND COMMUNICATIONS SERVICES.

The full text of Ordinance 2000A adopted the _____ day of _____, 2023 is available for examination at the City Administrator/Clerk-Treasurer's Office, 111 S. 1st St., Dayton, WA during normal business hours, Monday – Friday, 7:00 a.m. to 4:00 p.m. Full text of the Ordinance shall be mailed upon request.

By: /s/ Zac Weatherford, Mayor

Attest: /s/ Debra Hayes, City Clerk

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

Published:

The Times, xx/xx/xxxx

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Dayton, of Washington hereinafter referred to as the "Granter" and Spectrum Pacific West, LLC locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, the Granter finds that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Granter desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Granter and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined 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. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Council" shall mean the governing body of the Granter.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.

- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- J. "Service Area" shall mean the area described in subsection 6.1 hereto.
- K. "Standard Installation" shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee's existing distribution system.
- L. "State" shall mean the State of Washington.
- M. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- N. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate, and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 14.12. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor at least ten (10) days prior to the deadline for a response to the claim or action, if such a deadline exists, or otherwise within thirty (30) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, ansmg out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age, or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availabilit

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least thirty-five (35) residences per linear strand mile of aerial cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 **Construction Standards and Requirements.** All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained, and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 **Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 **Network Technical Requirements.** The Cable System shall be designed, constructed, and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

SECTIONS

Conditions on Street Occupancy

8.1 **General Conditions.** Grantee shall have the right to utilize existing poles, conduits, and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 **Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 **Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

8.4 **System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate, and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares, or other devices shall be used at such times and places as are

reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities. To the extent required, Grantee will obtain permits required by Grantor for work in the public rights-of-way prior to performing such work.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address, and local

telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 14.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any undisputed Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than one (1) year, provided that Grantee shall retain books and records relevant to the payment of the Franchise Fee for a period of three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

SECTION 13
Enforcement or Revocation

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default

cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.4 below, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. Revoke the Franchise itself in accordance with subsection 13.4 below.

13.4 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have at least thirty (30) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing, and stating its intent to revoke the Franchise. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days, the cost of which shall be borne by Grantee. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court and may continue operating under the terms of this franchise during the pendency of any such appeal.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor or abandon the Cable System in place. Franchisee shall notify Grantee of in writing of its intention to abandon the Cable System in place.

SECTION 14

Miscellaneous Provisions

14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules, and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the

event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

14.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

14.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party 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.

14.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

14.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be

deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

14.7 Notices. Unless otherwise provided by federal, State, or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor:	Mayor City of Dayton, WA 111 S. 1 st Street Dayton, WA 99328
Grantee:	Charles Deister Director, Government Affairs 222 NE Park Plaza Drive, Suite 231 Vancouver, WA 98684
Email:	Charles.deister@charter.com
Copy to:	Charter Communications Attn: Vice President, Government Affairs 601 Massachusetts Ave. NW, Suite 400W Washington, DC 20001

14.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

14.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.7 above.

14.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor, and they supersede all prior or contemporaneous agreements, representations, or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.11 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

14.12 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

14.13 No Third-Party Benefidaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this _ day of _____, 2023 __

City of Dayton, WA

Signature: _____

Name/Title: _____

Accepted this _____ day of _____, 2023, subject to applicable federal and State law.

Spectrum Pacific West, LLC
By Charter Communications, Inc., its Manager

Signature: _____

Name/Title: _____

COPY

ORDINANCE NO. 2000

AN ORDINANCE OF CITY OF DAYTON, WASHINGTON GRANTING TO SPECTRUM PACIFIC WEST, LLC LOCALLY KNOWN AS CHARTER COMMUNICATIONS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF FIBER OPTIC TELECOMMUNICATIONS AND COMMUNICATIONS SERVICES

WHEREAS, , Spectrum Pacific West, LLC locally known as CHARTER COMMUNICATIONS, has filed with the City of Dayton, State of Washington (the "City") a written application for a Franchise to locate, install, construct, operate, maintain telecommunication and fiber optic lines and appurtenances and to use such works, underground and overhead lines, cables, equipment, pedestals, antenna and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, distribution and sale of wireline and wireless telecommunications and communications services;

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such non-exclusive franchise be granted to CHARTER COMMUNICATIONS,

NOW, THEREFORE, the City of Dayton, Washington does hereby ordain as follows:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

1.1 Franchisee. "Franchisee" means as CHARTER COMMUNICATIONS, .

1.2 City. "City" means City of Dayton, a municipal corporation of the State of Washington, and its respective successors and assigns.

1.3 Days. "Days" means business days.

1.4 Effective Date. "Effective Date" means the date of legal publication of this Ordinance, upon which the rights, duties and obligations of this Franchise shall come into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

1.5 Facilities. "Facilities" means, collectively, any and all transmission and distribution systems and appurtenances owned by the Franchisee, now and in the future in the Franchise Area, including but not limited to, poles, wires, fiber lines, pipes, conduits, vaults, and other appliances and conductors for such Telecommunications and fiber optic systems.

1.6 Franchise. "Franchise" means the non-exclusive grant by the City of rights, privileges and authority embodied in this Ordinance.

1.7 Franchise Area. "Franchise Area" means the surface and space above and below all rights-of-way for:

- (i) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways of the City, as now laid out, platted, dedicated, acquired or improved within the present corporate limits of the City;
- (ii) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved within the present corporate limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise;
- (iii) all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit the Franchisee to fully exercise the rights granted under this Franchise within the area covered by the easement; and
- (iv) any other specifically designated City-owned property.

1.8 Maintenance, maintaining, or maintain. The meaning of the terms "Maintenance, maintaining, or maintain" includes, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing the Franchisee Facilities, vegetation management, digging and excavating, and restoration of affected right-of-way surfaces.

1.9 Parties. "Parties" means City and the Franchisee collectively.

1.10 Party. "Party" means either City or the Franchisee individually.

1.11 Person. "Person" means a business entity or natural person.

1.12 Public Project. "Public Project" means any City or other government-funded capital improvement project on the Rights-of-way or City property within the Franchise Area.

1.13 Right-of-way. "Right-of-way" means the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, utility easement and/or right-of-way now or hereafter held or administered by the City.

1.14 State. "State" means the State of Washington.

SECTION 2.0 GRANT OF FRANCHISE

City hereby grants to the Franchisee the right, power, privilege and authority to enter upon all roads, rights of way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities f within the Franchise Area.

2.1 Effective Date

This Ordinance is effective as of the date of approval, passage and publication as required by law.

2.2 Term

The rights, privileges and Franchise hereby granted to the Franchisee will extend for a term of 25 years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another 25-year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

2.3 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not unreasonably interfere with the Franchisee's rights under this Franchise.