



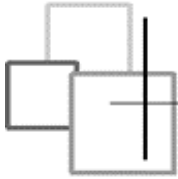
DAYTON CITY COUNCIL
112 S. 1st Street, Dayton, WA 99328

CRAIG GEORGE, MAYOR

**PRELIMINARY AGENDA
REGULAR MEETING
Wednesday, June 12, 2019
6:00 p.m.**

1. CALL TO ORDER
 - A. Roll Call
2. CONSENT AGENDA – RECOMMENDED ACTION:
 - A. Approve City Council Meeting Minutes as written for May 8, 2019
 - B. Approve Voucher Warrants as audited by the Finance Committee
 - C. Approve Payroll Warrants for May 2019
3. SPECIAL GUESTS AND PUBLIC COMMENT
4. COMMITTEE/BOARD/COMMISSION REPORTS
5. REPORTS OF CITY OFFICERS
 - A. Planning Department and Code Compliance Updates – Meagan Bailey
 - B. Wastewater Treatment Plant Project Update – Trina Cole
 - C. E. Clay Street Overlay Project Update – Trina Cole
 - D. Inert Waste Disposal Site Application Update – Dave Elkins/Trina Cole
 - E. Right of Way Boundaries for N. Front Street and Willow Street – Trina Cole
6. UNFINISHED BUSINESS
7. NEW BUSINESS
 - A. ACTION: Motion to Appoint _____ to serve as Mayor Pro-Tem
 - B. RECOMMENDED ACTION: Authorize Resolution No. 1377 for Official Newspaper Services 2019 - 2020
 - C. RECOMMENDED ACTION: Authorize Resolution 1378, authorizing the Mayor to sign an Interlocal Agreement with Columbia County for Bituminous Surface Treatment services associated with N. Cherry Street and S. 5th Street projects
 - D. RECOMMENDED ACTION: Authorize Resolution No. 1379, Terminating an Interlocal Agreement with Columbia County, Washington, Concerning Planning Department Services Effective September 12, 2018
 - E. RECOMMENDED ACTION: Resolution No. 1380 – Terminating an Interlocal Agreement with Columbia County, Washington, Concerning Code Compliance Services Effective January 10, 2018
 - F. RECOMMENDED ACTION: Authorize Ordinance No. 1948, Vacating the Right of Way Over the Alley Located Within Block 8 Of Day’s Railroad Addition to Dayton Situated Between Lot 1 and Lot 16 in Block 8 of Day’s Railroad Addition
8. FINAL PUBLIC COMMENT
 - A. There will be a celebration of Mike Bowhay’s Retirement immediately following the meeting.
9. ADJOURN

Next regular meeting is July 10, 2019 at 6:00 p.m. at Dayton City Hall, 111 S. 1st Street, Dayton, WA 99328.



Register

Fiscal: 2019, 2018

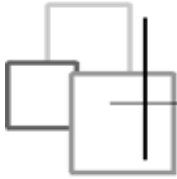
Check Period: 2019 - May, April, March, February, January

Number	Name	Print Date	Clearing Date	Amount
Bank of Eastern Oregon	7270002352			
Check				
<u>50133</u>	Alpine Products, Inc	5/8/2019		\$156.16
<u>50134</u>	Anderson Perry & Assoc	5/8/2019		\$11,703.56
<u>50135</u>	Chamber Of Commerce	5/8/2019		\$9,590.22
<u>50136</u>	Col Co Planning & Building	5/8/2019		\$4,362.48
<u>50137</u>	Col Co Treasurer	5/8/2019		\$43,970.09
<u>50138</u>	Dayton Title CO	5/8/2019		\$549.59
<u>50139</u>	Dept Of Commerce	5/8/2019		\$38,311.71
<u>50140</u>	Eddie Strickland	5/8/2019		\$99.91
<u>50141</u>	Northwest Administrators	5/8/2019		Void
<u>50142</u>	Pacific Power	5/8/2019		\$12,588.60
<u>50143</u>	Powers, Chester M	5/8/2019		\$171.97
<u>50144</u>	Richard Hurst	5/8/2019		\$57.83
<u>50145</u>	Umpqua Bank ATTN: ENGIE INSIGHT	5/8/2019		\$106.55
<u>50146</u>	Walla Walla Web Weavers	5/8/2019		\$144.00
<u>50166</u>	1st Class Office Solutions, LLC	5/16/2019		\$184.93
<u>50167</u>	AG Link, Inc	5/16/2019		\$144.15
<u>50168</u>	Alpine Products, Inc	5/16/2019		\$534.07
<u>50169</u>	Basin Disposal, Inc	5/16/2019		\$187.26
<u>50170</u>	City Lumber & Coal Yard	5/16/2019		\$611.58
<u>50171</u>	City of Dayton	5/16/2019		\$737.65
<u>50172</u>	Col Co Treasurer	5/16/2019		\$244.67
<u>50173</u>	Coleman Oil Company	5/16/2019		\$2,834.38

<u>50174</u>	Dayton Tractor & Machine, Inc	5/16/2019	\$233.25
<u>50175</u>	Doug's Septic Service Inc	5/16/2019	\$190.00
<u>50176</u>	Ferguson - Seattle WW #1539	5/16/2019	\$185.15
<u>50177</u>	Humbert Asphalt, Inc.	5/16/2019	\$2,900.00
<u>50178</u>	Jay's Garage	5/16/2019	\$37.94
<u>50179</u>	Kie Supply Corporation	5/16/2019	\$366.47
<u>50180</u>	MARC	5/16/2019	\$157.74
<u>50181</u>	Menke Jackson Beyer &	5/16/2019	\$3,475.85
<u>50182</u>	Municode	5/16/2019	\$2,788.57
<u>50183</u>	One Call Concepts, Inc	5/16/2019	\$16.73
<u>50184</u>	Pape Machinery Exchange	5/16/2019	\$1,259.97
<u>50185</u>	Pepsi Cola - Walla Walla	5/16/2019	\$15.75
<u>50186</u>	Solid Waste Association of North America	5/16/2019	\$325.00
<u>50187</u>	Staples Credit Plan	5/16/2019	\$244.42
<u>50188</u>	Times, The	5/16/2019	\$54.00
<u>50189</u>	Touchet Valley Television, Inc	5/16/2019	\$65.00
<u>50190</u>	Verizon Wireless	5/16/2019	\$228.43
<u>50191</u>	WA State Treasurer	5/16/2019	\$7,332.55
<u>50192</u>	Washington Association of Public Records Officers	5/16/2019	\$25.00
<u>50193</u>	Washington State Penitentiary	5/16/2019	\$800.00
<u>50196</u>	Bank Of America	5/31/2019	\$1,590.28
<u>50212</u>	Centurylink	5/17/2019	\$921.53
<u>50213</u>	City of Dayton	5/17/2019	\$528.12
<u>50214</u>	Col CO Solid Waste	5/17/2019	\$148.52
<u>50215</u>	Commercial Tire	5/17/2019	\$747.80
<u>50216</u>	Dayton Mercantile	5/17/2019	\$36.99
<u>50217</u>	Ferguson - Seattle WW #1539	5/17/2019	\$1,906.38
<u>50218</u>	Gemmell's Machine Works	5/17/2019	\$813.00
<u>50219</u>	Inland Asphalt Company	5/17/2019	\$960.40
<u>50220</u>	Jwc Environmental	5/17/2019	\$10,771.57
<u>50221</u>	Kelty Auto Parts LLC	5/17/2019	\$150.00
<u>50222</u>	National Safety, Inc	5/17/2019	\$263.74
<u>50223</u>	North Central Labs Of Wisconsin	5/17/2019	\$193.36
<u>50224</u>	Northwest Administrators	5/17/2019	\$1,350.83
<u>50225</u>	Owen Equipment CO	5/17/2019	\$398.00
<u>50226</u>	Platt Electric Supply	5/17/2019	\$115.90

<u>50227</u>	Quality Control Services	5/17/2019		\$475.00
<u>50228</u>	Skyline Parts Inc	5/17/2019		\$305.34
<u>50229</u>	The Times	5/17/2019		\$108.00
<u>50230</u>	Transamerica Life Insurance CO	5/17/2019		\$1,188.42
<u>50231</u>	U.S. Bank N.A. - Custody	5/17/2019		\$32.00
<u>50232</u>	Walla Walla Regional Water	5/17/2019		\$90.00
46429	Bowhay, Michael	1/15/2019	1/16/2019	\$250.00
46430	Elkins, David	1/15/2019	1/16/2019	\$250.00
46431	Fletcher, Lloyd	1/15/2019	1/18/2019	\$250.00
46432	John, Rob	1/15/2019	1/16/2019	\$250.00
46433	Marcio Souza	1/15/2019	1/16/2019	\$250.00
46434	Moton, Donald	1/15/2019	1/16/2019	\$250.00
46435	Sweetwood, David	1/15/2019	1/16/2019	\$250.00
46436	Costello, James	1/15/2019	1/16/2019	\$250.00
46437	Eddie Strickland	1/15/2019	1/16/2019	\$250.00
46846	Ferrellgas	3/26/2019	4/2/2019	\$83.98
46847	Jay's Garage	3/26/2019	4/2/2019	\$365.33
46848	Konen Rock Crushing, Inc	3/26/2019	4/2/2019	\$116.64
46849	Northwest Administrators	3/26/2019	3/31/2019	\$1,446.43
46850	Pepsi Cola - Walla Walla	3/26/2019	4/2/2019	\$31.25
46851	Skyline Parts Inc	3/26/2019	4/2/2019	\$1,033.77
46852	Staples Credit Plan	3/26/2019	3/31/2019	\$347.04
46853	Total Office Concepts	3/26/2019	3/31/2019	\$102.38
46854	Touchet Valley Television, Inc	3/26/2019	4/1/2019	\$65.00
46855	U.S. Bank N.A. - Custody	3/26/2019	4/4/2019	\$32.00
46856	USA Bluebook	3/26/2019	4/1/2019	\$409.57
46857	Vision Forms, LLC	3/26/2019		Void
46858	Vision Municipal Solutions	3/26/2019	4/2/2019	\$12,034.52
46859	Walla Walla Regional Water	3/26/2019	3/31/2019	\$90.00
46860	Western States Equipment	3/26/2019		Void
50030	John, Rob	3/31/2019	3/31/2019	\$95.60
50194	Bank Of America	2/28/2019	2/28/2019	\$3.42
50195	Bank of Eastern Oregon	2/28/2019	2/5/2019	\$10.00
50197	Bank of Eastern Oregon	3/31/2019	3/18/2019	\$14,322.14
50198	Bank of Eastern Oregon	3/31/2019	3/31/2019	\$10.00
50199	Correction	3/31/2019	3/13/2019	\$60.70

50210	Northwest Administrators	2/28/2019	2/1/2019	\$1,255.92
9946758	Dept Of Ecology	2/28/2019	3/31/2019	\$1,490.40
9946760	Granich Engineered Products	2/28/2019	3/31/2019	\$170.79
9946761	Jeremy Cox	2/28/2019	3/31/2019	\$96.55
9946762	MARC	2/28/2019	3/31/2019	\$835.43
9946763	Menke Jackson Beyer &	2/28/2019	3/31/2019	\$178.75
9946764	Sigma Aldrich, Inc.	2/28/2019	3/31/2019	\$365.00
9946765	Skyline Fluid Power Inc	2/28/2019	3/31/2019	\$17.12
9946766	Total Office Concepts	2/28/2019	3/31/2019	\$108.80
9946769	WA State Treasurer	2/28/2019	3/31/2019	\$1,819.92
9946770	Walla Walla Regional Water	2/28/2019	3/31/2019	\$90.00
99946731	Pacific Power	2/28/2019	2/28/2019	(\$1,754.85)
99946834	Humbert Asphalt, Inc.	3/31/2019		\$0.00
46768 - A	Verizon Wireless	2/28/2019	2/28/2019	\$228.74
99904302024	Costello, James	2/7/2019		Void
			Total Check	\$208,900.70
			Total 7270002352	\$208,900.70
			Grand Total	\$208,900.70



Register

Fiscal: 2019

Number	Name	Print Date	Clearing Date	Amount
Bank of Eastern Oregon	7270002352			
Check				
<u>50148</u>	Bowhay, Michael H.	5/15/2019		\$1,677.93
<u>50149</u>	Cole, Trina D.	5/15/2019		\$2,669.64
<u>50150</u>	Costello, James S.	5/15/2019		\$2,600.01
<u>50151</u>	Elkins, David J.	5/15/2019		\$1,721.44
<u>50152</u>	Fletcher, Lloyd	5/15/2019		\$1,581.06
<u>50153</u>	Hays, Debra M.	5/15/2019		\$1,917.57
<u>50154</u>	John, Rob	5/15/2019		\$1,065.98
<u>50155</u>	Moton, Donald G.	5/15/2019		\$1,448.12
<u>50156</u>	Rounsville, William	5/15/2019		\$814.49
<u>50157</u>	Souza, Marcio	5/15/2019		\$1,362.97
<u>50158</u>	Strickland, Eddie L	5/15/2019		\$1,527.31
<u>50159</u>	Sweetwood, David	5/15/2019		\$1,515.39
<u>50160</u>	Westergreen, Connie	5/15/2019		\$1,258.29
<u>50162</u>	Council No. 2	5/15/2019		\$452.40
<u>50163</u>	Daniel H Brunner, Chapter 13 Trustee	5/15/2019		\$414.50
<u>50164</u>	Internal Revenue Service - U S Treasury	5/15/2019		\$7,066.06
<u>50165</u>	Washington State Support Registry	5/15/2019	4/2/2019	\$94.00
<u>50233</u>	Bailey, V. Delphine	5/30/2019		\$138.52
<u>50234</u>	Berg, Kathleen A.	5/30/2019		\$138.52
<u>50235</u>	Bowhay, Michael H.	5/30/2019		\$1,749.14
<u>50236</u>	Cole, Trina D.	5/30/2019		\$2,668.59
<u>50237</u>	Costello, James S.	5/30/2019		\$2,619.54
<u>50238</u>	Elkins, David J.	5/30/2019		\$1,785.07
<u>50239</u>	Fletcher, Lloyd	5/30/2019		\$1,780.04

<u>50240</u>	Hays, Debra M.	5/30/2019		\$1,923.32
<u>50241</u>	John, Rob	5/30/2019		\$1,134.97
<u>50242</u>	Kaczmariski, Byron	5/30/2019		\$138.52
<u>50243</u>	Moton, Donald G.	5/30/2019		\$1,510.18
<u>50244</u>	Nysoe, Dain	5/30/2019		\$138.52
<u>50245</u>	Paris, Michael	5/30/2019		\$138.52
<u>50246</u>	Rounsville, William	5/30/2019		\$729.44
<u>50247</u>	Souza, Marcio	5/30/2019		\$2,397.89
<u>50248</u>	Strickland, Eddie L	5/30/2019		\$1,726.94
<u>50249</u>	Sweetwood, David	5/30/2019		\$1,785.32
<u>50250</u>	Weatherford, Zachary M	5/30/2019		\$921.80
<u>50251</u>	Westergreen, Connie	5/30/2019		\$1,348.66
<u>50252</u>	Wiens, Matt	5/30/2019		\$138.52
<u>50253</u>	AFLAC Remittance Processing	5/30/2019		\$462.29
<u>50254</u>	Daniel H Brunner, Chapter 13 Trustee	5/30/2019		\$414.50
<u>50255</u>	Dept of Retirement Systems	5/30/2019		\$12,283.58
<u>50256</u>	Internal Revenue Service - U S Treasury	5/30/2019		Void
<u>50257</u>	Northwest Administrators	5/30/2019		Void
<u>50258</u>	Washington State Support Registry	5/30/2019		Void
<u>50259</u>	WSCCCE	5/30/2019		Void
<u>50260</u>	Internal Revenue Service - U S Treasury	5/30/2019		\$7,940.83
<u>50261</u>	Northwest Administrators	5/30/2019		\$13,185.43
<u>50262</u>	Washington State Support Registry	5/30/2019		\$94.00
<u>50263</u>	WSCCCE	5/30/2019		\$1,111.08
<u>9950021</u>	AFLAC Remittance Processing	4/30/2019	4/2/2019	(\$33.27)
<u>99946791</u>	AFLAC Remittance Processing	3/31/2019	3/31/2019	\$7.17

Total Check	\$89,564.79
Total 7270002352	\$89,564.79
Grand Total	\$89,564.79

Interoffice Memorandum

Date: June 12th, 2019
Subject: Planning Department Updates
From: Meagan Bailey, Planning Director
To: Dayton City Council

Please find below an update on Building, Planning, and Code Compliance for the City of Dayton.

Building Department

1. 13 permits issued in May
 - a. Included one single-family dwelling on South 4th Street
2. 18 inspections in May

Planning Department

1. One opening still in the Dayton Planning Commission
2. Dayton Planning Commission change in meeting schedule, effective August (4th Tuesday of the month)
3. Comprehensive Plan submitted, see attached tentative schedule
4. Variance application received for Seneca; hearing scheduled for July 17 – advertisements and staff report to follow
5. Dayton Hearing Examiner retiring – sending out request for bids, will be coordinating with City Council/Council Committees during selection process
6. Nomination received for Sherwood Trust Leadership program
7. Goals, post-comprehensive plan adoption
 - a. Redevelop Dayton – City Wide Improvement Plan
 - b. Coordination with WSDOT, Chamber, City → Main Street projects
 - c. Parks and Recreation committee? Will tie in with DPC initially
 - d. Affordable Housing Committee

Code Compliance

1. June Code Compliance Focus
2. Update on abatement case
3. New efforts:
 - a. Potential to insert notices in utility bills regarding city wide issues (grass length, tree trimmings, etc.)
 - b. Continued improvement on short forms

Final draft submitted to Commerce	May 28 th
SEPA review, notice of determination	~ June 27 th
60 day comment period close	July 27 th
30 day SEPA comment period close	July 27 th
Review received comments, incorporate edits, finalize drafts	July 29 th , 2019 – August 2 nd
Introduce final plan to Dayton Planning Commission	August 27 th (per new DPC meeting schedule)
Hold duly advertised public hearing with DPC	September 24 th
Present DPC recommendation to City Council; adoption of plan and regulations	October 9 th

810 South 4th Street
Code Compliance Focus
June 12, 2019

BEFORE
05/21/2019



AFTER
06/04/2019





STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

05/28/2019

Ms. Meagan Bailey
Planning Director
City of Dayton
111 S First
Dayton, WA 99328

Sent Via Electronic Mail

Re: City of Dayton--2019-S-221--60-day Notice of Intent to Adopt Amendment

Dear Ms. Bailey:

Thank you for sending the Washington State Department of Commerce (Commerce) the 60-day Notice of Intent to Adopt Amendment as required under [RCW 36.70A.106](#). We received your submittal with the following description.

Proposed comprehensive plan amendment for the GMA periodic update, including associated updates to development regulations

We received your submittal on 05/28/2019 and processed with the Submittal ID 2019-S-221. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 07/27/2019.

We have forwarded a copy of this notice to other state agencies for comment.

Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call William Simpson, (509) 280-3602.

Sincerely,

Review Team
Growth Management Services

RESOLUTION NO. 1377

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, COLUMBIA COUNTY, WASHINGTON DESIGNATING DAYTON CHRONICLE AS THE CITY'S OFFICIAL NEWSPAPER OF RECORD FOR THE TERM JUNE 14, 2019 THROUGH JUNE 13, 2020 AS REQUIRED BY LAW OF ORDINANCES AND OFFICIAL NOTICES.

WHEREAS, the City of Dayton ("City") is required by Chapter 65.16 RCW to designate its official newspaper for publication of ordinances and other legal notices as required by law to be published; and

WHEREAS, the City is required by RCW 35A.40.210 to advertise for bids for legal publication services on an annual basis; and

WHEREAS, the City issued an Advertisement for Bids for Official Newspaper Services for 2019 - 2020 on May 16, 2019, to be submitted no later than 10:00 a.m. on June 4, 2019, and

WHEREAS, the City received one bid from "*Dayton Chronicle*"; and

WHEREAS, in awarding the official newspaper services, the City Council shall let the contract to the lowest, responsible bidder.

WHEREAS, upon the receipt of one bid, it has been determined that *Dayton Chronicle* is the lowest, responsible bidder.

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

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Dayton an Agreement for Official Newspaper of Record Services with 2Over Publishing, LLC, dba *Dayton Chronicle*, in the form attached hereto as Attachment "A".

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

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

Dated and Signed this _____ day of _____, 2019.

CITY OF DAYTON

Zac Weatherford, Mayor

ATTEST:

Trina Cole, City Administrator

Approved as to form:

Quinn Plant, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
TO PROVIDE OFFICIAL NEWSPAPER OF RECORD SERVICES FOR THE
CITY OF DAYTON AS REQUIRED BY LAW OF ORDINANCES AND
OFFICIAL NOTICES.**

This agreement made and entered into, by and between the CITY OF DAYTON, a Municipal Corporation of the State of Washington, doing business at 111 S. First Street, Dayton, Washington, hereinafter referred to as "City", and 2Over Publishing, LLC, dba as Dayton Chronicle, hereinafter referred to as "Provider", a state of Washington, _____, doing business at _____ Main Street, Dayton, WA 99328.

WITNESSETH:

WHEREAS, the purpose of this contract is to provide official newspaper of record services for the City of Dayton as required by law of ordinances and official notices;

WHEREAS, this Provider was selected through an Advertisement for Bids process and approved on June 4, 2019;

WHEREAS, funds for the official newspaper of record services are authorized through the City's Current Expense Fund;

WHEREAS, City and Provider desire to enter into an agreement to perform the said specific services; and,

WHEREAS, the specific services are required by law and in furtherance of the City's and the public's interests.

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

- 1. Purpose:** To provide official newspaper of record services for the City of Dayton as required by law of ordinances and official notices.
- 2. Service Cost.** Provider's bid at a rate of \$32.65 per 100 words, for both first and subsequent insertions in Provider's standard public notice format of 10-point Sans Serif font on 11-point leading, justified in a 1.66" column, including sales tax, was accepted by City on the 4th day of June, 2019.
- 3. Timeline.** The term of this agreement shall be June 14, 2019 – June 13, 2020.
- 4. Scope of Work.** Provider agrees: 1) To regularly profile city of Dayton activities, issues, events and other stories of interest; 2) Provide one original affidavit of publication for each legal publication submitted by the City; and 3) Supply confirmation of receipt notices submitted for legal publications.

5. General Conditions.

- a. Compliance with Federal, State and Local Laws. Provider agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, unfair practices and any other statutes and regulations pertaining to the subject matter of this Agreement.
- b. Indemnification. Provider agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers in the performance of work pursuant to this agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work under this agreement. The provisions of this section shall survive the expiration or termination of this agreement with respect to any event occurring prior to expiration or termination.
- c. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.
- d. Attorneys' Fees. Should any party be the substantially prevailing party in a lawsuit to enforce any of the terms of this agreement then the substantially prevailing party shall be entitled to reimbursement from the other party its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.
- e. Assignment. No party to this Agreement may assign its rights or obligations arising from this Agreement, in whole or in part, without the prior written consent of the other party
- f. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this agreement.
- g. Disputes. The laws of Washington State shall govern this Agreement. Venue for any action under this Agreement shall be in Columbia County, Washington.
- h. Waiver. The failure of any party to insist upon strict performance of any of the covenants or conditions of this Agreement in any one or more instances shall not be construed as a waiver of relinquishment for the future of any such covenants or conditions, but the same shall be and remain in full force and effect.

IN WITNESS WHEREOF, City and Provider caused this agreement to be executed this _____ day of _____, 2019.

City of Dayton

Dayton Chronicle

By: Zac Weatherford, Mayor

By:

Attest:

Trina Cole, City Administrator

Approved as to form:

By: Quinn Plant, City Attorney

Dayton Chronicle

163 E. Main Street 509-382-2221 Dayton, Washington 99328

Loyal and Charlotte Baker, Publishers

June 3, 2019

The Honorable Zac Weatherford
Mayor
Dayton City Council
City of Dayton
111 South 1st Street
Dayton, WA 99328

Dear Mayor Weatherford and the Dayton City Council,

We submit this bid for the contract to serve as the City of Dayton's official newspaper of record for the 2019-2020 term (June 14, 2019-June 13, 2020).

The Dayton Chronicle is published once per week and is qualified as an adjudicated newspaper in Columbia County as defined by RCW 65.16.020, (see attached ORDER).

The Chronicle's paid circulation in the 99328 Zip Code is 385 households (sworn). Vendors sell an average of 119 newspapers per week, bringing the total weekly distribution to 504 newspapers. According to accepted industry readership factors, this amounts to approximately 1,411 readers per week.

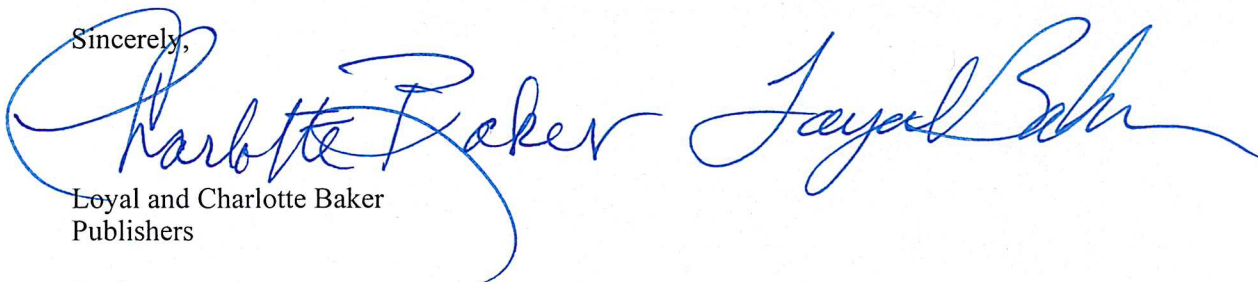
The Dayton Chronicle regularly profiles City of Dayton activities, issues, events and other stories of interest. No other community competes with Dayton and Columbia County for coverage in the Chronicle.

The Dayton Chronicle intends to comply with all bid requirements.

We agree to provide one original affidavit of publication for each public notice submitted, at no additional cost, and will provide confirmation of receipt of faxes or emails for public notices.

The Dayton Chronicle bids \$32.65 for both first and subsequent insertions, per 100 words in our standard public notice format of 10-point Sans Serif font on 11-point leading, justified in a 1.66" column.

Sincerely,



Loyal and Charlotte Baker
Publishers

Enclosures

9537

FILED

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF COLUMBIA

AT _____
MAR 29 1957
OLIVE KITTERMAN
COLUMBIA COUNTY CLERK

In the Matter of the Change of name of:)
THE CHRONICLE DISPATCH,)
A legal newspaper of Columbia)
County, Washington.)

No. 9537
ORDER

This matter coming on regularly for hearing upon the petition of Pat O'Neill and Hugh O'Neill, editors and publishers of The Chronicle Dispatch, legal newspaper in and for the County of Columbia, State of Washington, said petition praying that the Court approve the change of name for said newspaper to Dayton Chronicle; that said newspaper under the changed name be approved as a legal newspaper in and for said County.

NOW THEREFORE, IT IS ORDERED that the name Dayton Chronicle be substituted for The Chronicle Dispatch; that this change be approved as of April 4, 1957, at which time the first issue of the newspaper under the name Dayton Chronicle shall first appear and be published.

IT IS FURTHER ORDERED AND DECREED that the change of name herein authorized shall not constitute the establishment of a new or other legal publication, but shall be deemed a continuation of the old authorized legal publication under a new name.

IT IS FURTHER ORDERED that any legal publications or notices being run in said newspaper before or after the time of the authorized change of name shall require no other or further posting or publication than if said change of name had not been authorized.

IT IS FURTHER ORDERED that the Clerk of the Court post a copy of this Order in a conspicuous place in her office as provided by R.C.W. 65.16.070.

DATED this 27th day of March, 1957.

Thomas J. Gardner
J U D G E

Presented by:
DYAR & HUBBARD

By: *Nancy Lee Hubbard*

RECORDED IN VOL. 8 PAGE 82

RESOLUTION NO. 1378

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF DAYTON AND COLUMBIA COUNTY FOR BITUMINOUS
SURFACE TREATMENT SERVICES**

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, City of Dayton, Washington, a political subdivision of the State of Washington, and Columbia County are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, City of Dayton will provide reimbursement to Columbia County for a bituminous surface treatment to N. Cherry Street from W. Commercial Avenue to the end and S. 5th Street from Day Street to the end.

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

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

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

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

Dated and signed this _____ day of _____, 2019.

CITY OF DAYTON

Zac Weatherford, Mayor

Attest/Authenticate:

Trina Cole, City Administrator

Approved as to form:

Quinn Plant, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF DAYTON AND COLUMBIA COUNTY
FOR BITUMINOUS SURFACE TREATMENT SERVICES**

THIS INTERLOCAL AGREEMENT is made and entered into by and between City of Dayton, a political subdivision of the State of Washington, hereinafter referred to as the "City", and Columbia County, an agency of the state of Washington, hereinafter referred to as "County". The County and City are each sometimes referred to herein as "Party" or "Agency" and collectively as "Parties" or "Agencies."

1. Purpose

The purpose of this Agreement is to establish responsibilities of the City and the County in performing bituminous surface treatment services, hereinafter referred to as "BST", to N. Cherry Street and S. 5th Street as provided in Exhibit "A" by the County.

2. Statement of Work

A. Responsibilities of the City shall be as follows:

- 1) Prepare roadways for BST, including, but not limited to pre-leveling, crack-sealing, and sweeping.
- 2) Prepare, including, but not limited to all sewer manholes, water services and valves that are not to be covered, prior to BST.
- 3) Provide traffic control, as required.
- 4) Provide final written authorization for cost approval to proceed after County provides cost estimate for work to be completed.
- 5) Reimburse the County for actual costs incurred for completing the work.

B. Responsibilities of County shall be as follows:

- 1) For budgeting purposes: County will provide the City with an estimated cost based on the BST work to be completed as requested by the City.
- 2) Complete the BST work as requested by the City.
- 3) Invoice the City for actual costs incurred in completing the BST services.

3. Compensation

City hereby agrees to reimburse the County for costs of

the work performed by the County Road Department, based on the actual cost of labor, fringe benefits, equipment rental, and materials used in the BST project, up to a maximum of \$ _____, within 30-days from receipt of invoice.

4. Duration of Agreement

This Agreement shall be for six-months from its effective date.

5. Termination

Either party may terminate this Agreement, with or without cause, by giving all parties hereunder thirty (30) days written notice of termination.

6. Indemnification/Hold Harmless

Each party to this Agreement shall defend, indemnify, and hold the other party, including its agents and employees, harmless from claims, actions, injuries, damages, losses or suits, including attorney's fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, or its agents or employees. Should a court of competent jurisdiction invalidate in whole or in part any law, rule, code, or ordinance under which the County provides services under this Agreement, the City shall defend and hold harmless the County, its officials, employees and representatives. Each party herein represents to the other that it is sufficiently self-insured, is a member of a collective risk pool, or has insurance that covers the activities pursuant to this Agreement. A Party shall provide proof of such insurance coverage upon demand by the other party. In any and all claims against the County, its officers, officials, employees and agents by any employee of the City or a City subcontractor, agent or representative, the indemnification obligation under this Section shall not be limited in any way by the limitation on the amount or type of damages, compensation, or benefits payable by or for the City or the City's subcontractor, agent or representative under Workers Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the he City expressly waives any immunity the City might have had under such laws. By executing this Agreement, the City acknowledges that the foregoing waiver has been mutually

negotiated by the parties.

7. Assignment or Transfer

This Agreement or any interest herein shall not be assigned or transferred, in whole or in part, without the written consent of both agencies. In the event that such prior written consent to such assignment or transfer is granted, then the assignee or transferee shall assume all duties, obligations, and liabilities of the Assignor(s)/Transferor(s).

8. Notices

Unless otherwise stated herein, all notices and demands shall be in writing and served on the parties either personally or by certified mail, return-receipt requested, at their addresses listed below. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

Columbia County
341 E. Main Street
Dayton, WA 99328

9. Compliance with Laws

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

10. Independent Contractor

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

11. Modification

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

12. Severability

If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of

the Parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

13. Applicable Law and Venue

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

14. Non-Discrimination

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

15. Severability

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

16. Waiver

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

17. Filing/Posting

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

18. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement

shall be deemed to exist or to bind any of the parties hereto.

CITY OF DAYTON, WASHINGTON

Zac Weatherford, Mayor

Date

Attest/Authenticate:

Trina Cole, City Administrator

Date

Approved as t form:

Quinn Plant, City Attorney

Date

COLUMBIA COUNTY, WASHINGTON

Michael Talbott, Commissioner

Date

Charles Amerien, Commissioner

Date

Ryan Rundell, Commissioner

Date

Approved as to form:

C. Dale Slack, Prosecuting Attorney

Date

RESOLUTION NO. 1379

**A RESOLUTION OF THE CITY OF DAYTON, WASHINGTON,
AUTHORIZING THE MAYOR TO TERMINATE THE INTERLOCAL
AGREEMENT BETWEEN THE CITY OF DAYTON AND COLUMBIA
COUNTY FOR PLANNING DEPARTMENT SERVICES**

WHEREAS, the City of Dayton has since August 2017 obtained planning department services from Columbia County; and

WHEREAS, the City of Dayton and Columbia County entered into an interlocal agreement in September 2018 pursuant to which the City of Dayton is presently obtaining planning department services from Columbia County; and

WHEREAS, the existing interlocal agreement runs until July 2021 unless terminated earlier by either party; and

WHEREAS, the City Council finds and determines that it is in the best interest of the residents of the City of Dayton, and will promote the general health, safety and welfare, that the City discontinue contracting out planning department services and that planning department services be brought in-house.

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

Section 1. Agreement. As provided in Section 6 of the Interlocal Agreement between the City of Dayton and Columbia County for planning department services dated September 12, 2018, and as attached hereto as Exhibit A, shall be hereby terminated.

Section 2. Implementation. The Mayor or designee is hereby authorized to provide notice of termination of the Interlocal Agreement to Columbia County per Section 6 of the Interlocal Agreement of this Resolution.

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

Dated and signed this _____ day of _____, 2019.

CITY OF DAYTON

Zac Weatherford, Mayor

Attest/Authenticate:

Trina Cole, City Administrator

Approved as to form:

Quinn Plant, City Attorney

Interlocal Agreement

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

This Interlocal Agreement is made and entered into this 12TH day of SEPTEMBER, 2018, by and between the City of Dayton, Washington, a municipal corporation ("City"), and Columbia County, Washington, a political subdivision of Washington State ("County").

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

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

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

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

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

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

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

Dayton Planning Services Interlocal

08-08-2018

Dayton Resolution No. 1348

Page 1 of 4

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

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

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

6. Termination: Either Party may terminate this Agreement with sixty (60) days written notice. Upon termination, the City shall only be obligated to pay for services provided up to the day of termination on a pro rata basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Dayton, Washington

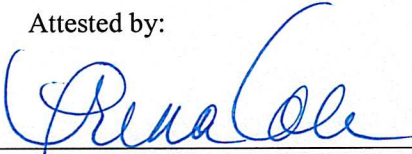


Craig George, Mayor

9/12/2018

Date

Attested by:

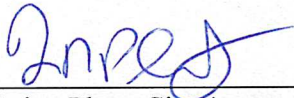


Trina Cole, City Clerk-Treasurer

9/12/2018

Date

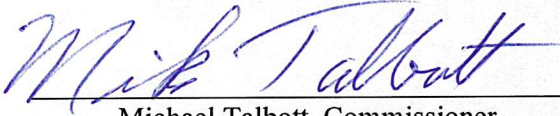
Approved as to form:



Quinn Plant, City Attorney

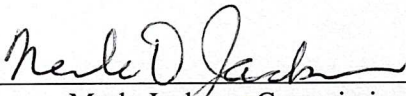
Date

Columbia County, Washington



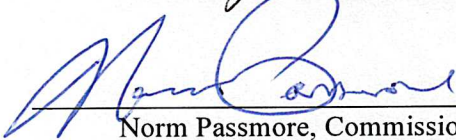
Michael Talbott, Commissioner

Date



Merle Jackson, Commissioner

Date

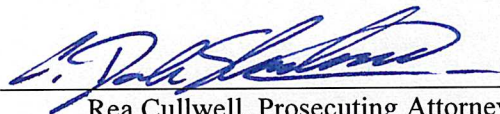


Norm Passmore, Commissioner

8/20/18

Date

Approved as to form:



Rea Cullwell, Prosecuting Attorney

8/9/18

Date

RESOLUTION NO. 1380

**A RESOLUTION OF THE CITY OF DAYTON, WASHINGTON,
AUTHORIZING THE MAYOR TO TERMINATE THE INTERLOCAL
AGREEMENT BETWEEN THE CITY OF DAYTON AND COLUMBIA
COUNTY FOR CODE COMPLIANCE SERVICES**

WHEREAS, the City of Dayton and Columbia County entered into an interlocal agreement in January 2018 pursuant to which the City of Dayton is presently obtaining code compliance services from Columbia County; and

WHEREAS, the City Council finds and determines that it is in the best interest of the residents of the City of Dayton, and will promote the general health, safety and welfare, that the City discontinue contracting out code compliance services and that code compliance services be brought in-house.

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

Section 1. Agreement. As provided in Section 6 of the Interlocal Agreement between the City of Dayton and Columbia County for code compliance services dated September 12, 2018, and as attached hereto as Exhibit "A", shall be hereby terminated.

Section 2. Implementation. The Mayor or designee is authorized to provide notice of termination of the Interlocal Agreement to Columbia County per Section 6 of Exhibit "A" of this Resolution.

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

Dated and signed this _____ day of _____, 2019.

CITY OF DAYTON

Zac Weatherford, Mayor

Attest/Authenticate:

Trina Cole, City Administrator

Approved as to form:

Quinn Plant, City Attorney

Interlocal Agreement

Between the City of Dayton, Washington and Columbia County Washington for Code Compliance Services

This Interlocal Agreement is made and entered into this 10th day of January, 2018, by and between the City of Dayton, Washington, a municipal corporation ("City"), and Columbia County, Washington, a political subdivision of Washington State ("County").

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

WHEREAS, the City has requested assistance with regards to code enforcement actions and inspections as prescribed in Title 21 DMC; and

WHEREAS, the City has agreed to reimburse the County for costs related to staff time, travel expenses, and administrative costs associated with this agreement as described in paragraph 1.a below; and,

WHEREAS, the County has a full-time code enforcement officer; and,

WHEREAS, the City has several code compliance/enforcement issues; and

WHEREAS, the provision of this service will provide a financial relief to both the City and the County while maintaining a full-time county-wide code enforcement officer.

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

1. The City agrees and covenants, in accordance with the Washington State Code and applicable regulations, to do as follows:
 - a. Reimbursement to the County an amount of \$3,225 per month. Installments shall be made not later than the 15th of each month and shall be made payable to the Columbia County Treasurer. This sum is subject to annual review, and may be adjusted for differences in annual costs. The City and County mutually agree that the annual costs calculation shall not include salary/wage structure as the County's code enforcement officer salary/wage structure is greater than the City's. The City and County mutually agree that annual cost calculations shall include employee benefits. On or before August 1 of each year, the parties shall, in writing, state their respective wishes concerning continued contracting reimbursement amount. If a mutual agreement cannot be reached on or before September 30 each year, this contract shall terminate December 31.
 - b. Upon execution of this agreement, transfer to the County personal property currently used by the City's code enforcement officer for code enforcement purposes, to include a computer and other miscellaneous personal property, provided that said personal property must be used by the County for the provision of code compliance/enforcement services

contemplated in this Agreement.

- c. The City notes that at times, there may be a “conflict of interest” for the assigned code enforcement officer. In these instances, the City shall process the violation in-house.
 - d. Actual costs of any City judicial abatement shall be the responsibility of the City. In the event a lien is placed on a property in order to facilitate clean-up operations the City shall be responsible for securing the lien in the name of the City, and shall receive any and all funds upon sale of said property or any other agreement.
 - e. The City shall collect and retain all fees for criminal or civil violations regarding code enforcement in the county.
2. Columbia County agrees and covenants to do as follows:
- a. Provide all code enforcement/compliance services, including taking complaints, responding to potential violations, processing forms, agreements, notices, testifying at hearings, trials, interviews and or depositions associated with code enforcement/compliance, and all other paperwork concerning each violation.
 - b. Upon unsuccessful resolution of a suspected code violations through agreement and/or civil action, forward the matter to the City, along with:
 - 1) A clean and concise statement of the violation including specific code section(s);
 - 2) Copies of all notices and/or demands and any written responses there to;
 - 3) Timeline of code enforcement activity;
 - 4) Full report including supporting evidence, i.e. dated photographs, such that alleged code violation may be charged and prosecuted.
 - c. Provide updates on all on-going violations to the Mayor and City Council of the City of Dayton.
 - d. Retain all records a required by the State of Washington.
 - e. Inform the City when violations have been corrected, and legal action is no longer required.

It is expected that the Columbia County Code Enforcement Officer shall work under the supervision of the Columbia County Planning Director. It is important to recognize and understand that the two jurisdictions could operate under differing styles and philosophies.

3. Hold Harmless and Indemnification:

- a. The City shall hold harmless, indemnify and defend the County, its officers officials, employees, and agents from and against any and all claims, actions, suites, liability, loss, expenses, damages, and judgements of any nature whatsoever, including reasonable attorneys’ fees in defense thereof, for injury, sickness, disability, or death to persons or

damage to property or business, caused by or arising out of the City's acts, errors, or omissions in the performance of this interlocal agreement. Provided, that the City's, obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the county its officers, officials, employees, or agents.

- b. The County shall hold harmless, indemnify and defend the City, its officers officials, employees, and agents from and against any and all claims, actions, suites, liability, loss, expenses, damages, and judgements of any nature whatsoever, including reasonable attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the County's acts, errors, or omissions in the performance of this interlocal agreement. Provided, that the County's, obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the county its officers, officials, employees, or agents.
- c. Should both parties be found at fault or liable under a and b herein, each shall be responsible for their pro rata share or fault or liability.
- d. In any and all claims against a Party, its officers, officials, employees, and agents by any employee of the Party, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation of the amount or type of damages, compensation, acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Parties expressly waives any immunity the Parties might have had under such laws. By executing this interlocal agreement, the Parties acknowledge that the foregoing waiver has been mutually negotiated by the Parties and that the provisions of the section shall be incorporated, as relevant, into any contract the parties make with any Contractor or agent performing work hereunder.
- e. The rights, duties and obligations set forth in this Section 3 survive termination or expiration of this agreement.

4. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understanding with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

5. Independent Status of Parties: The Parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of the other party for any purpose whatsoever.

Should a court of competent jurisdiction determine that his Agreement is subject to RCW 4.24.155, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and the County, its officers, officials, employees, and volunteers, the City's liability

hereunder shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waive of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. Notice: Either party may withdraw from this Agreement with thirty (30) days' notice. Notice shall be provided to the Mayor of the City of Dayton, the Board of County Commissioners, and the Columbia County Department of Planning & Building. The City shall pay for work actually performed up to the date of withdrawal.

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

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

9. Compliance with Laws: The parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, constitutional limitations on entry onto, or search of, private property.

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

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

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

13. Remedies Cumulative: Rights under this contract are cumulative and nonexclusive of any other remedy at law or in equity.

14. Choice of Law, Jurisdiction, and Venue: This Agreement has been and shall be construed as having been made within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington in its interpretation and performance. Any action at law, suit in equity, judicial proceeding arising out of this Agreement shall be instituted and maintained only in the court of competent jurisdiction in Walla Walla County, Washington.

15. Filing/Posting: Prior to its entry into force, this agreement shall be filed with the

Columbia County Auditor or, in the alternative, listed by each party on its website or other electronically retrievable public source, as required by RCW 39.34.040.

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

City of Dayton, Washington

/s/

Craig George, Mayor

01/10/2018

Date

Attested by:

/s/

Trina Cole, City Clerk-Treasurer

01/10/2018

Date

Approved as to form:

Quinn Plant, City Attorney

Date

Columbia County, Washington

Michael Talbott, Commissioner

Date

Merle Jackson, Commissioner

Date

Norman Passmore, Commissioner

Date

Approved as to form:

Rea Cullwell, Prosecuting Attorney

Date

ORDINANCE NO. 1948

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, VACATING THE RIGHT OF WAY OVER THE ALLEY LOCATED
WITHIN BLOCK 8 OF DAY'S RAILROAD ADDITION TO DAYTON SITUATED
BETWEEN LOT 1 AND LOT 16 IN BLOCK 8 OF DAY'S RAILROAD
ADDITION**

WHEREAS, the City received a petition from Kristi and Mike Lewis requesting that the easterly portion of the alley located within Block 8 Of Day's Railroad Addition to Dayton situated between Lot 1 and Lot 16 in Block 8 of Day's Railroad Addition, as more particularly described on Attachment "A" hereto and incorporated by this reference, be vacated; and

WHEREAS, the petition contained the signature of the owner of more than two-thirds of the property abutting the alley located within Block 8 Of Day's Railroad Addition to Dayton situated between Lot 1 and Lot 16 in Block 8 of Day's Railroad Addition; and

WHEREAS, the action of vacating a municipal right-of-way over a street or roadway is categorically exempt from environmental review under the State Environmental Policy Act, Ch. 43.21C RCW, per WAC 197-11-800(2)(i); and

WHEREAS, the City staff posted and published the appropriate notices of the public hearing as required by RCW 35.79.020; and

WHEREAS, the hearing was held as scheduled on May 8, 2019, and all persons who wished to testify were provided an opportunity to do so; and

WHEREAS, it is the desire of the City of Dayton to vacate the alley in Block 8 Of Day's Railroad Addition to Dayton situated between Lot 1 and Lot 16 in Block 8 of Day's Railroad Addition; and,

WHEREAS, the City Council of the City of Dayton approves the petition and the vacation of its right-of-way over the alley located within Block 8 Of Day's Railroad Addition to Dayton situated between Lot 1 and Lot 16 in Block 8 of Day's Railroad Addition as set forth herein.

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

SECTION 1. VACATION. The City of Dayton hereby vacates its right-of-way over the the alley located within in Block 8 Of Day's Railroad Addition to Dayton situated between Lot 1 and Lot 16 in Block 8 of Day's Railroad Addition as more particularly described on Exhibit "A" which is incorporated herein by reference.

SECTION 2. TITLE TO VACATED ALLEY. As provided by RCW 35.79.040, title of Block 8 Of Day's Railroad Addition to Dayton situated between Lot 1 and Lot 16 in Block 8 of Day's Railroad Addition shall belong to the abutting property owners, one-half to each.

SECTION 3. SEVERABILITY. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the other remaining parts which shall remain in full force and effect.

SECTION 4. RECORDING OF ORDINANCE. Ordinance No. 1948 shall be filed with the Columbia County Auditor's Office and any such costs for said filing shall be paid for by the petitioners.

SECTION 5. EFFECTIVE DATE. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City of Dayton, and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF DAYTON, WASHINGTON, AT A REGULAR MEETING THIS _____ DAY OF _____, 2019.

THE CITY OF DAYTON

By: Zac Weatherford, Mayor

Attest/Authenticate:

Trina Cole, City Administrator

Approved as to Form:

Quinn Plant, City Attorney

ORDINANCE SUMMARY BY TITLE ONLY FOR PUBLICATION PURPOSES
ORDINANCE NO. 1948

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, VACATING THE RIGHT OF WAY OVER THE ALLEY LOCATED
WITHIN BLOCK 8 OF DAY'S RAILROAD ADDITION TO DAYTON SITUATED
BETWEEN LOT 1 AND LOT 16 IN BLOCK 8 OF DAY'S RAILROAD
ADDITION

The full text of Ordinance No. 1948 adopted the 12th day of June,
2019 is available for examination at the City Clerk's Office, 111
S. 1st St., Dayton, WA during normal business hours, Monday -
Thursday, 7:00 a.m. to 4:00 p.m. Full text of the Ordinance shall
be mailed upon request.

SECTION 1. VACATION.

SECTION 2. TITLE TO VACATED ALLEY.

SECTION 3. SEVERABILITY.

SECTION 4. RECORDING OF ORDINANCE.

SECTION 5. EFFECTIVE DATE.

By: /s/ Zac Weatherford, Mayor

Attest/Authenticate: /s/ Trina Cole, City Administrator

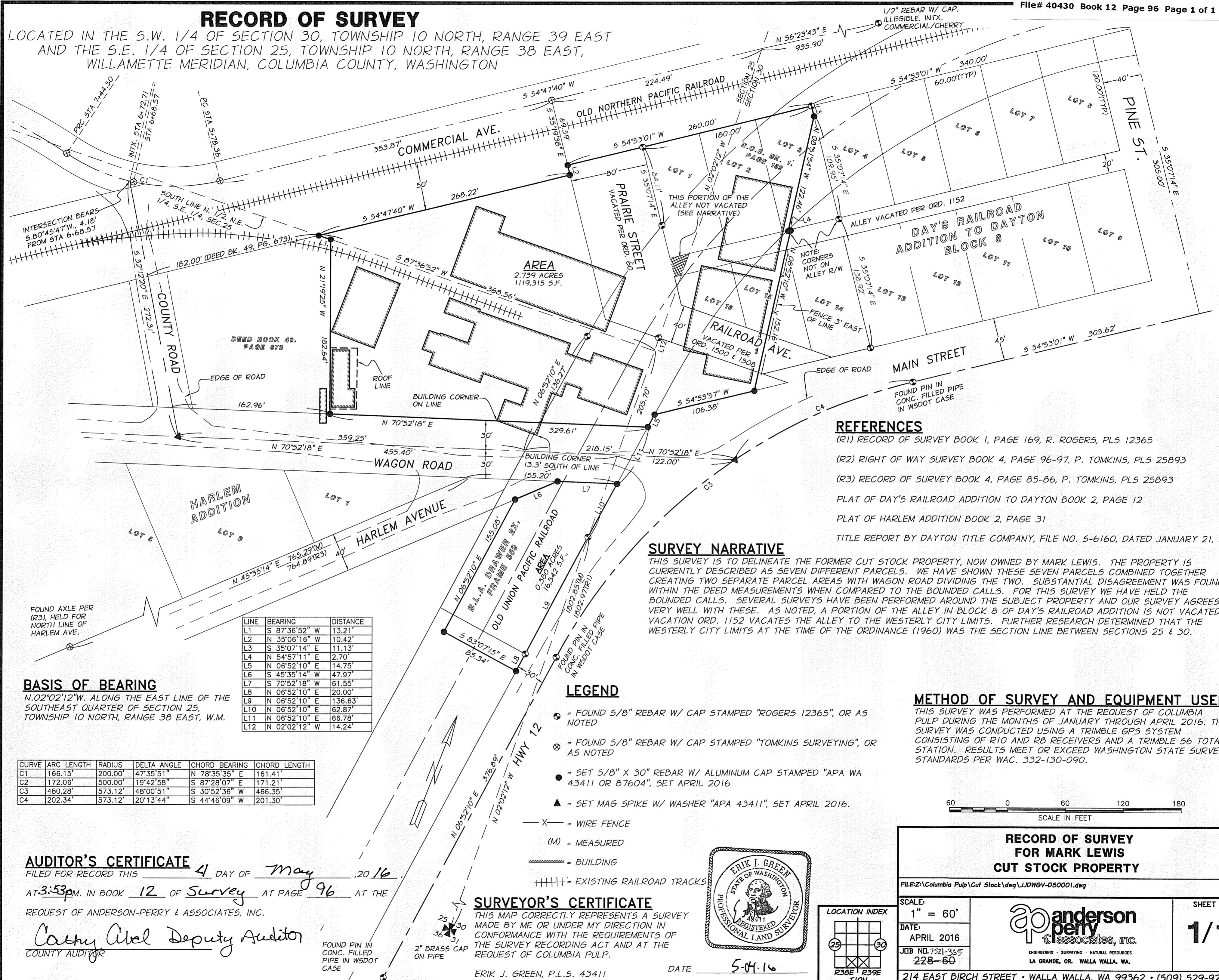
Approved as to form: /s/ Quinn Plant, City Attorney

Published:

Dayton Chronicle, 06/20/2019

RECORD OF SURVEY

LOCATED IN THE S.W. 1/4 OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 39 EAST AND THE S.E. 1/4 OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 38 EAST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, WASHINGTON



REFERENCES

- (R1) RECORD OF SURVEY BOOK 1, PAGE 169, R. ROGERS, PLS 12365
- (R2) RIGHT OF WAY SURVEY BOOK 4, PAGE 96-97, P. TOMKINS, PLS 25893
- (R3) RECORD OF SURVEY BOOK 4, PAGE 85-86, P. TOMKINS, PLS 25893
- PLAT OF DAY'S RAILROAD ADDITION TO DAYTON BOOK 2, PAGE 12
- PLAT OF HARLEM ADDITION BOOK 2, PAGE 31
- TITLE REPORT BY DAYTON TITLE COMPANY, FILE NO. 5-6160, DATED JANUARY 21, 2016

SURVEY NARRATIVE

THIS SURVEY IS TO DELINEATE THE FORMER CUT STOCK PROPERTY, NOW OWNED BY MARK LEWIS. THE PROPERTY IS CURRENTLY DESCRIBED AS SEVEN DIFFERENT PARCELS. WE HAVE SHOWN THESE SEVEN PARCELS COMBINED TOGETHER CREATING TWO SEPARATE PARCEL AREAS WITH WAGON ROAD DIVIDING THE TWO. SUBSTANTIAL DISAGREEMENT WAS FOUND WITHIN THE DEED MEASUREMENTS WHEN COMPARED TO THE BOUNDED CALLS. FOR THIS SURVEY WE HAVE HELD THE BOUNDED CALLS. SEVERAL SURVEYS HAVE BEEN PERFORMED AROUND THE SUBJECT PROPERTY AND OUR SURVEY AGREES VERY WELL WITH THESE. AS NOTED, A PORTION OF THE ALLEY IN BLOCK 8 OF DAY'S RAILROAD ADDITION IS NOT VACATED. VACATION ORD. 1152 VACATES THE ALLEY TO THE WESTERLY CITY LIMITS. FURTHER RESEARCH DETERMINED THAT THE WESTERLY CITY LIMITS AT THE TIME OF THE ORDINANCE (1960) WAS THE SECTION LINE BETWEEN SECTIONS 25 & 30.

LEGEND

- ⊙ = FOUND 5/8" REBAR W/ CAP STAMPED "ROGERS 12365", OR AS NOTED
- ⊗ = FOUND 5/8" REBAR W/ CAP STAMPED "TOMKINS SURVEYING", OR AS NOTED
- = SET 5/8" X 30" REBAR W/ ALUMINUM CAP STAMPED "APA WA 43411 OR 87604", SET APRIL 2016
- ▲ = SET MAG SPIKE W/ WASHER "APA 43411", SET APRIL 2016.
- X— = WIRE FENCE
- (M) = MEASURED
- ▬▬▬ = BUILDING
- ++++ = EXISTING RAILROAD TRACKS

METHOD OF SURVEY AND EQUIPMENT USED

THIS SURVEY WAS PERFORMED AT THE REQUEST OF COLUMBIA PULP DURING THE MONTHS OF JANUARY THROUGH APRIL 2016. THIS SURVEY WAS CONDUCTED USING A TRIMBLE GPS SYSTEM CONSISTING OF R10 AND R8 RECEIVERS AND A TRIMBLE S6 TOTAL STATION. RESULTS MEET OR EXCEED WASHINGTON STATE SURVEY STANDARDS PER WAC. 332-130-090.



LINE	BEARING	DISTANCE
L1	S 87°36'52" W	13.21'
L2	N 35°06'16" W	10.42'
L3	S 35°07'14" E	11.13'
L4	N 54°57'11" E	2.70'
L5	N 06°52'10" E	14.75'
L6	S 45°35'14" W	47.97'
L7	S 70°52'18" E	61.55'
L8	N 06°52'10" E	20.00'
L9	N 06°52'10" E	136.63'
L10	N 06°52'10" E	62.87'
L11	N 06°52'10" E	66.78'
L12	N 02°02'12" W	14.24'

BASIS OF BEARING

N.02°02'12"W. ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 38 EAST, W.M.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	166.15'	200.00'	47°35'51"	N 78°35'35" E	161.41'
C2	172.06'	500.00'	19°42'58"	S 87°28'07" E	171.21'
C3	480.28'	573.12'	48°00'51"	S 30°52'36" W	466.35'
C4	202.34'	573.12'	20°13'44"	S 44°46'09" W	201.30'

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 4 DAY OF May, 2016 AT 3:53 PM. IN BOOK 12 OF Survey AT PAGE 96 AT THE REQUEST OF ANDERSON-PERRY & ASSOCIATES, INC.

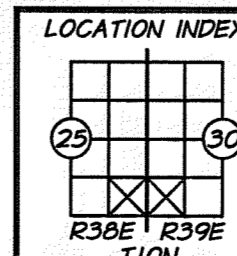
Cathy Abel Deputy Auditor
COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AND AT THE REQUEST OF COLUMBIA PULP.

ERIK J. GREEN, P.L.S. 43411

DATE 5-04-16



RECORD OF SURVEY FOR MARK LEWIS CUT STOCK PROPERTY

FILE:Z:\Columbia Pulp\Cut Stock\dwg\JJDWGV-D50001.dwg

SCALE: 1" = 60'	SHEET 1/1
DATE: APRIL 2016	 anderson perry & associates, inc. ENGINEERING · SURVEYING · NATURAL RESOURCES LA GRANDE, OR. WALLA WALLA, WA.
JOB NO. 7521-335 228-60	
214 EAST BIRCH STREET • WALLA WALLA, WA 99362 • (509) 529-9260	