

**GOLDENDALE CITY COUNCIL  
REGULAR MEETING  
APRIL 20, 2015  
7:00 PM**

- A. Call to Order
  - 1. Pledge of Allegiance
- B. Roll Call
- C. Public Hearing
- D. Agenda
  - 1. Approval of Agenda
  - 2. Consent Agenda
    - a. Approval of Minutes
    - b. Claims
    - c. Payroll
    - d. Other
- E. Presentations
  - 1. Jack Runyan – Appeal of Citation
  - 2. Diana Notestine – Request for decorative crosswalk art
  - 3. Nicole Lundin – Presentation of new tourism website
- F. Department Reports
- G. Council Business
  - 1. Tourism Promotion approval with Phoenix Assembly
- H. Resolutions
- I. Ordinances
  - 1. Revised 1<sup>st</sup> reading of the non-conforming use ordinance
- J. Report of Officers and City Administrator
- K. Public Comment
- L. Executive Session
- M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON MAY 4, 2015 AT 7:00 PM.

**AGENDA TITLE: CONSENT AGENDA**

**DATE: APRIL 20, 2015**

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION \_\_\_\_\_ X \_\_\_\_\_  
RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_  
MOTION \_\_\_\_\_ X \_\_\_\_\_

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**EXPLANATION:**

The consent agenda includes the following:

Minutes of the April 6, 2015 regular council meeting, voided checks #43917 - 43920 second pay period March checks #43794 – 43857, 900456 in the amount of \$116,613.43, April 20, 2015 claims checks #43915 – 43973, 900458 - 900461 in the amount of \$69,699.78.

**FISCAL IMPACT:**

Payroll checks in the amount of \$116,613.43, claims checks in the amount of \$69,699.78.

**ALTERNATIVES:**

Approve the consent agenda.

Remove certain items from the consent agenda for further discussion.

**STAFF RECOMMENDATION:**

Approve the consent agenda

**MOTION:**

**I MOVE TO APPROVE THE CONSENT AGENDA.**

**GOLDENDALE CITY COUNCIL**  
**REGULAR MEETING**  
**APRIL 6, 2015**  
**7:00 PM**

Mayor Clinton Baze called to order the regular meeting of the Goldendale City Council followed by the Pledge of Allegiance.

**ROLL CALL**

7:02:02 PM

**PRESENT:**

Mayor Clinton Baze  
Council Member Lucille Bevis  
Council Member Mike Canon  
Council Member Len Crawford  
Council Member Andy Halm  
Council Member Gary Hctor  
Council Member Deanna Luth  
Council Member Guy Theriault

**STAFF:**

City Administrator Larry Bellamy  
Clerk-Treasurer Connie Byers  
Public Works Director Karl Enyeart  
Public Safety Director Rick Johnson  
Deputy Fire Chief Noah Halm

**ABSENT:**

None

**AGENDA AND CONSENT AGENDA**

It was moved by Council Member Gary Hctor, seconded by Council Member Deanna Luth, to approve the agenda and consent agenda.

7:02:12 PM

**AYES:**

Council Member Lucille Bevis  
Council Member Mike Canon  
Council Member Len Crawford  
Council Member Andy Halm  
Council Member Gary Hctor  
Council Member Deanna Luth  
Council Member Guy Theriault

**NAYS:**

None.

**MOTION CARRIED UNANIMOUSLY 7-0.**

## **PRESENTATIONS**

### Earlene Sullivan – Dark Sky

Earlene presented a proposed ordinance prepared by the Chamber regarding outdoor lighting & illumination control. She asked that the Council review and study it, make changes that might be necessary, then pass it and enforce it.

### Pioneer Surveying and Engineering – West Columbus Neighborhood Improvement Project

Dustin Conroy explained the area in which the project will be. He also showed where new water and sewer lines would be replaced. The streets will be a 21 foot paved surface with rolled curbs. If money allows there are three alternates for the project.

## **DEPARTMENT REPORTS**

Noah stated that the command truck is done and parked outside if you want to see it after the meeting.

Rick reported that they have received the printers for the vehicles and are still waiting for the computers. Officer Matulovich is now working for the Sheriffs Department. We are in the process of working with the Sheriffs Department to do testing for a list to refill the position.

Karl reported the sewer project is expected to begin April 20<sup>th</sup>. The West Columbus Project would go out for bid on April 15<sup>th</sup> and construction would start the first of June.

Larry stated that we need to start working on putting together an Events Committee. Guy suggested that we reach out to organizations but also advertise for anyone interested to be on the committee. Guy and Deanna will be on the committee and Lucille will think about it. Larry stated we intend to advertise again for interested applicants to the Planning Commission and Board of Adjustments so we will do all three at the same time. A Budget Committee meeting was set for Wednesday, April 15<sup>th</sup> at 7:00 and the Ordinance Committee meeting on Monday, April 13<sup>th</sup> at 7:00.

## **COUNCIL BUSINESS**

### Capital Outlay for Pan and Tilt Push Sewer Camera

Karl explained that there are 96 sewer connections on the LKR project and 90 for the WCNIP. Roto Rooter's advertised minimum cost for sewer camera work is \$250.00 per service line. A quote has been received for a pan and tilt camera for \$26,000.00. I recommend approval of an advertisement for bids.

It was moved by Council Member Guy Theriault, seconded by Council Member Deanna Luth, to approve a capital outlay request for a digital pan and tilt push sewer camera in the amount not to exceed \$26,000.00 exclusive of sales tax.

7:47:06 PM

**AYES:**

Council Member Lucille Bevis  
Council Member Mike Canon  
Council Member Len Crawford  
Council Member Andy Halm  
Council Member Gary Hctor  
Council Member Deanna Luth  
Council Member Guy Theriault

**NAYS:**

None.

MOTION CARRIED UNANIMOUSLY 7-0.

## **ORDINANCES**

### Nonconforming Uses, Lots and Structures

Larry explained the Ordinance Committee has met and reviewed the language in the zoning code and recommends the Council to accept these changes for its first reading.

It was moved by Council Member Guy Theriault, seconded by Council Member Deanna Luth, to accept the revisions to the Goldendale Municipal Code Chapter 17.56 for its first reading.

7:52:27 PM

**AYES:**

Council Member Lucille Bevis  
Council Member Mike Canon  
Council Member Len Crawford  
Council Member Andy Halm  
Council Member Gary Hctor  
Council Member Deanna Luth  
Council Member Guy Theriault

**NAYS:**

None.

MOTION CARRIED UNANIMOUSLY 7-0.

## **REPORT OF OFFICERS**

Len stated that Robert, Larry, Guy and I drove around town and saw quite a few parking violations and I would like to know why these violations are not being enforced.

Rick responded that the last direction we had from Council was to do it by a complaint bases only. If you want us to issue parking tickets then that is what we will do.

Len stated that is exactly what I would like you to do.

Guy stated that he agreed that we just need to enforce the codes.

Michael stated that the parking situation at the County needs to be addressed. Also there is a great interest in people seeing the old nursing home building and I think we should have a tour one day so those interested get a chance to see what is inside.

**PUBLIC COMMENT**

Rodger Nicholes stated that the Columbia River Gorge Commission will be meeting on April 15<sup>th</sup> starting at 9:00 am at the Mary Hill Museum and you are all invited.

Mary DeVoe voiced her opinion about her dog being declared dangerous.

**ADJOURNMENT**

It was moved by Council Member Len Crawford, seconded by Council Member Guy Theriault, to adjourn the meeting.

8:06:50 PM

**AYES:**

Council Member Lucille Bevis  
Council Member Mike Canon  
Council Member Len Crawford  
Council Member Andy Halm  
Council Member Gary Hoctor  
Council Member Deanna Luth  
Council Member Guy Theriault

**NAYS:**

None.

MOTION CARRIED UNANIMOUSLY 7-0.

\_\_\_\_\_  
Clinton Baze, Mayor

\_\_\_\_\_  
Connie Byers, Clerk-Treasurer

# Register

Fiscal: 2015  
 Deposit Period: 2015 - Apr 2015  
 Check Period: 2015 - Apr 2015 - First Council Apr 2015

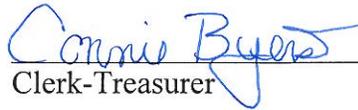
Number	Name	Print Date	Clearing Date	Amount
<b>Columbia State Bank</b>				
43915	Klickitat CO Treasurer	4/6/2015		\$812.04
43916	Bowen, Jeremy	4/7/2015		\$138.96
43926	Klickitat CO Commissioner	4/9/2015		\$75.00
43927	Action Medical	4/20/2015		\$84.01
43928	Allyns Building Center	4/20/2015		\$605.53
43929	Ameri Title - White Salmon	4/20/2015		\$11,052.91
43930	Aramark Uniform Serv Inc	4/20/2015		\$309.30
43931	ATI Solutions LLC	4/20/2015		\$373.11
43932	Bohn's Printing	4/20/2015		\$240.34
43933	Book Nook, The	4/20/2015		\$73.53
43934	Bowen, Jeremy	4/20/2015		\$80.96
43935	Builders Exchange of Washington Inc	4/20/2015		\$28.05
43936	Carquest Auto Parts	4/20/2015		\$2,014.71
43937	Dell	4/20/2015		\$5,528.29
43938	Ferguson Enterprises Inc #3001	4/20/2015		\$7,409.28
43939	Fun Country Inc	4/20/2015		\$709.95
43940	Goldendale Auto Supply	4/20/2015		\$2,706.05
43941	Goldendale Tire Center	4/20/2015		\$110.50
43942	Goldendale, City of	4/20/2015		\$1,635.32
43943	Gorge Networks	4/20/2015		\$1,109.37
43944	Gorge Technology Corp	4/20/2015		\$1,504.75
43945	Grainger	4/20/2015		\$271.98
43946	Gray & Osborne Inc	4/20/2015		\$644.00
43947	Holcombs Market	4/20/2015		\$221.98
43948	Kerns Shop & Propane	4/20/2015		\$130.07
43949	Klickitat Co Sheriff	4/20/2015		\$1,057.00
43950	Klickitat CO Treasurer	4/20/2015		\$403.09
43951	Klickitat County PUD	4/20/2015		\$12,942.19
43952	Klickitat County Title CO	4/20/2015		\$151.50
43953	Lakeside Industries Inc	4/20/2015		\$1,038.97
43954	Les Schwab Tire Center	4/20/2015		\$449.01
43955	Marlin Business Bank	4/20/2015		\$467.10
43956	MCP Mid Columbia Producers Inc	4/20/2015		\$1,913.47
43957	Menke Jackson Law Firm	4/20/2015		\$1,744.67
43958	Mid-Columbia Veterinary	4/20/2015		\$54.40
43959	Orthmann, Richard	4/20/2015		\$109.35

Number	Name	Print Date	Clearing Date	Amount
43960	Peterson	4/20/2015		\$224.75
43961	Quality Control Service Inc	4/20/2015		\$895.00
43962	Quill Corporation	4/20/2015		\$251.79
43963	Riley Brothers Inc	4/20/2015		\$215.00
43964	Sawyer's True Value	4/20/2015		\$840.41
43965	Sea Western	4/20/2015		\$1,977.12
43966	Shell	4/20/2015		\$3,924.77
43967	Tactron	4/20/2015		\$169.90
43968	US Cellular	4/20/2015		\$1,614.73
43969	US Post Office	4/20/2015		\$60.00
43970	Verizon Wireless	4/20/2015		\$78.06
43971	Washington Fire Chiefs	4/20/2015		\$400.00
43972	Zep Manufacturing Co	4/20/2015		\$151.98
43973	Zumar Industries, Inc.	4/20/2015		\$67.62
900458	Invoice Cloud	4/20/2015		\$101.80
900459	Merchant Card Services	4/20/2015		\$59.02
900460	Sage Payment Solutions	4/20/2015		\$395.04
900461	Sage Payment Solutions	4/20/2015		\$72.05
		<b>Total</b>	<b>Check</b>	<b>\$69,699.78</b>
		<b>Total</b>	<b>20016310</b>	<b>\$69,699.78</b>
		<b>Grand Total</b>		<b>\$69,699.78</b>

**CITY OF GOLDENDALE  
CLAIMS REGISTER**

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as shown on Voucher numbers 43915 through 13973, 900458 - 900461 in the amount of \$69,699.78, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 16<sup>th</sup> day of April, 2015.

  
Clerk-Treasurer

# Register Activity

Fiscal: 2015  
 Period: 2015 - Apr 2015  
 Council Date: 2015 - Apr 2015 - Second Council Apr 2015, 2015 - Apr 2015 - First Council Apr 2015

Reference	Date	Amount	Notes
<b>Reference Number: 43915</b> Invoice - 4/6/2015 9:53:57 AM	<b>Klickitat CO Treasurer</b> 4/6/2015	<b>\$812.04</b> \$812.04	Excise Tax/LKR Sewer Project
<b>Reference Number: 43916</b> Invoice - 4/7/2015 7:59:55 AM	<b>Bowen, Jeremy</b> 4/7/2015	<b>\$138.96</b> \$138.96	Reimbursement
<b>Reference Number: 43921</b> Net Pay - 6810	<b>Payroll Vendor</b> 4/7/2015	<b>\$11,800.76</b> \$11,800.76	
<b>Reference Number: 43922</b> AWC Dental - 6810 AWC Medical - 6810 AWC Vision - 6810	<b>AWC Benefit Trust</b> 4/7/2015 4/7/2015 4/7/2015	<b>\$2,095.54</b> \$201.24 \$1,864.84 \$29.46	
<b>Reference Number: 43923</b> Employee L&I - 6810 Employer L&I - 6810	<b>Dept of Labor &amp; Industries</b> 4/7/2015 4/7/2015	<b>\$30.24</b> \$5.79 \$24.45	
<b>Reference Number: 43924</b> Employee Txd Rtmnt - 6810 Employer Rtmnt - 6810	<b>Dept of Retirement</b> 4/7/2015 4/7/2015	<b>\$453.72</b> \$279.75 \$173.97	
<b>Reference Number: 43925</b> Employer Unempl - 6810	<b>Employment Security</b> 4/7/2015	<b>\$26.17</b> \$26.17	
<b>Reference Number: 43926</b> Invoice - 4/9/2015 8:54:51 AM	<b>Klickitat CO Commissioner</b> 4/9/2015	<b>\$75.00</b> \$75.00	Community Days
<b>Reference Number: 43927</b> 19996 19997	<b>Action Medical</b> 3/26/2015 3/26/2015	<b>\$84.01</b> \$48.86 \$35.15	Medical Supplies Medical Supplies
<b>Reference Number: 43928</b> 189692 189698 189701	<b>Allyns Building Center</b> 3/2/2015 3/2/2015 3/2/2015	<b>\$605.53</b> \$2.48 \$23.28 \$6.40	Tampin Anchor Open End, Wedge Anchor Tape Rule, Flare Nut Hex Head Cap Screw, Lock Nut, Flat Washer

Reference	Date	Amount	Notes
<b>Reference Number: 43928</b>			
189757	3/3/2015	\$605.53	Allyns Building Center
189762	3/3/2015	\$45.84	Fip Connector, Nipple, Copper Coil
		(\$14.96)	Fip Connector, Nipple, Copper Coil, Credit Return
189865	3/5/2015	\$62.35	Flare Nut, Drain & Waste Valve
189910	3/6/2015	\$12.89	Privacy Knob
190078	3/10/2015	\$12.89	Fip Ball Valve
190108	3/10/2015	\$26.65	Fip Ball Valve
190151	3/11/2015	\$8.91	Pruning Blade
190152	3/11/2015	\$50.06	Vac Breaker Repair Kit, Inside Cover, Closet Kit
190526	3/18/2015	\$3.49	Wire Nuts
190596	3/19/2015	\$38.61	Spray Paint
190717	3/20/2015	\$56.14	Spray Paint, Chains, Led Lite
190718	3/20/2015	(\$12.77)	Credit Return
190812	3/23/2015	\$5.35	Sharpie
190827	3/23/2015	\$31.54	Duct Tape, Ptfе Tape
190860	3/23/2015	\$7.45	Chain
190906	3/24/2015	\$10.41	Flat Washer, Metal
190907	3/24/2015	\$42.98	Nifty Nabber
190962	3/25/2015	\$25.78	Fip Ball Valve
190996	3/25/2015	\$47.28	Paint, Mini Roller
191011	3/26/2015	\$20.95	Glove
191044	3/26/2015	\$23.61	Sealant
191083	3/27/2015	\$11.80	Sealant
191135	3/27/2015	\$11.81	Bypass Lopper
191139	3/27/2015	\$22.01	Muriatic Acid, Glove
191231	3/30/2015	\$11.58	Connectors, Adapter
191255	3/30/2015	\$10.72	Saw Blade
<b>Reference Number: 43929</b>			
Invoice - 4/16/2015 11:29:14 AM			
		\$11,052.91	
		\$11,052.91	Telford
<b>Reference Number: 43930</b>			
		\$309.30	
861654715	3/3/2015	\$23.01	Service
861654717	3/3/2015	\$24.70	Service
861654719	3/3/2015	\$10.75	Service
861665557	3/10/2015	\$28.53	Service
861665559	3/10/2015	\$24.76	Service
861665561	3/10/2015	\$10.75	Service
861676357	3/17/2015	\$28.53	Service
861676359	3/17/2015	\$24.86	Service
861676361	3/17/2015	\$10.75	Service
861687117	3/24/2015	\$23.01	Service
861687119	3/24/2015	\$23.68	Service
861687121	3/24/2015	\$10.75	Service

Reference	Date	Amount	Notes
<b>Reference Number: 43930</b>			
861697921	Aramark Uniform Serv Inc	\$309.30	
861697923	3/31/2015	\$28.53	Service
861697925	3/31/2015	\$25.94	Service
	3/31/2015	\$10.75	Service
<b>Reference Number: 43931</b>			
D06646	ATI Solutions LLC	\$373.11	Shutoff Valve
	3/25/2015	\$373.11	
<b>Reference Number: 43932</b>			
43263	Bohn's Printing	\$240.34	Copier Count/CH
43264	3/31/2015	\$189.32	Copier Count/PD
	3/31/2015	\$51.02	
<b>Reference Number: 43933</b>			
227603	Book Nook, The	\$73.53	Fire Plaques
	2/9/2015	\$73.53	
<b>Reference Number: 43934</b>			
Invoice - 4/15/2015 4:35:15 PM	Bowen, Jeremy	\$80.96	Reimbursement
	4/15/2015	\$80.96	
<b>Reference Number: 43935</b>			
1045837	Builders Exchange of Washington Inc	\$28.05	LKR Sewer Project
	4/10/2015	\$28.05	
<b>Reference Number: 43936</b>			
4993-2180228	Carquest Auto Parts	\$2,014.71	Gloves
4993-277570	3/25/2015	\$22.96	Head Gasket, Ignition Coil
4993-277580	3/3/2015	\$75.94	Jump Starter
4993-277637	3/3/2015	\$57.50	UPS
4993-277783	3/3/2015	\$89.86	Inserts, Hs Bit
4993-277795	3/4/2015	\$21.69	Double Ended Stud, Credit
4993-277836	3/5/2015	\$12.10	Filters
4993-278009	3/6/2015	\$77.08	Extended Life Af
4993-278441	3/10/2015	\$9.02	Mini Bulb, Pigtail Socket
4993-278514	3/10/2015	\$8.03	Cut Off Wheel
4993-278655	3/11/2015	\$13.37	Cap Screw, Brakleen
4993-278702	3/12/2015	\$408.26	Hub & Bearing Assy
4993-278730	3/12/2015	\$45.58	Oil Seal, Bearing
4993-278775	3/12/2015	(\$239.45)	Credit Return
4993-278989	3/14/2015	\$763.25	Tool Boxes
4993-279231	3/17/2015	\$9.16	Air Filter
4993-279235	3/17/2015	\$103.58	Battery Cable
4993-279236	3/17/2015	\$9.04	Cab Sw to Start 24
4993-279250	3/17/2015	\$38.51	Oring Pick Set, Smv Emblem.....
4993-279345	3/18/2015	\$3.47	Battery Cable Lug, Mini Lamp
4993-279470	3/19/2015	\$34.54	V-Belts
4993-279485	3/19/2015	\$18.11	Car Wash Concentrate
4993-279600	3/20/2015	\$6.55	Hook & Loop
4993-279663	3/20/2015	\$41.26	Bronze Rods

Reference	Date	Amount	Notes
<b>Reference Number: 43936</b>			
4993-279715	3/21/2015	\$2,014.71	Carquest Auto Parts
4993-279828	3/22/2015	\$164.58	New Starter
4993-279903	3/23/2015	\$6.69	Pico Clamp
4993-279923	3/23/2015	(\$18.28)	Core Return
4993-279985	3/23/2015	\$1.78	Bushing
4993-279988	3/23/2015	\$9.57	Cap Screw, Flat Washer, Hex Nut
4993-280022	3/24/2015	\$206.91	Idle Tensioner Pulleys, Alternator
4993-280095	3/24/2015	\$32.90	Terminals
4993-280141	3/25/2015	(\$60.20)	Core Return
4993-280269	3/26/2015	\$30.79	Relay Accessory
4993-280363	3/26/2015	\$2.39	Fuses
		\$20.37	UPS
<b>Reference Number: 43937</b>			
787708300	3/6/2015	\$5,528.29	Dell Server
<b>Reference Number: 43938</b>			
0447755	3/4/2015	\$7,409.28	Ferguson Enterprises Inc #3001
0448886	3/19/2015	\$6,206.70	Mtr Bx Ext, Ball Curb, Cored Plug.....
0448891	3/4/2015	\$485.07	Supplies
		\$717.51	Pipe, Gasket, Bolt Set.....
<b>Reference Number: 43939</b>			
159221	4/8/2015	\$709.95	Fun Country Inc Honda Power Pump
<b>Reference Number: 43940</b>			
277970	2/27/2015	\$2,706.05	Goldendale Auto Supply
277983	2/27/2015	\$13.74	Stud
278031	2/28/2015	\$197.78	Loom-Split Poly, Wire
278101	3/2/2015	\$67.46	Wire
278102	3/2/2015	\$75.45	Fittings, Coupler, Fuel Filter
278206	3/2/2015	\$26.82	Filters
278301	3/3/2015	\$25.60	Butane Fule, Tubing
278347	3/4/2015	\$32.12	Comwren, Glove....
278353	3/4/2015	\$22.22	6040 Roscor SI 14, Tubing
278356	3/4/2015	\$2.29	Drill Bit
278359	3/4/2015	\$3.27	Taps, Nut Bolt
278363	3/4/2015	\$4.49	Drill Bit
278422	3/4/2015	\$22.01	Pin Bunch, Alignment Punch
278457	3/5/2015	\$12.89	Bar Oil
278462	3/5/2015	\$142.38	Grommet Assortment, Drill Bit Set
278578	3/7/2015	\$5.90	Nut Bolt
278660	3/9/2015	\$106.51	Battery Cable Lug, Ext Bolt.....
278736	3/10/2015	\$14.07	Filters
278768	3/10/2015	\$5.91	Single Contact
278786	3/10/2015	\$9.93	Rad Spc, Rapid Tap
278806	3/10/2015	\$201.16	Radiator
		\$42.99	Grinder

Reference	Date	Amount	Notes
<b>Reference Number: 43940</b>		<b>\$2,706.05</b>	
278847	3/11/2015	\$261.28	Elect Conv, Dist, Core
278854	3/11/2015	\$5.91	Mach Gr
278872	3/11/2015	(\$37.63)	Core Credit
278873	3/11/2015	\$29.09	Mj-Fix 90
278893	3/11/2015	\$75.31	Hose, Hose Fittings, Nut Bolt
278898	3/11/2015	\$11.28	Flap Discs
278944	3/12/2015	\$1.47	Nut Bolt
278955	3/12/2015	\$31.95	Mj-Fix 90
279014	3/13/2015	\$5.36	Tape
279023	3/13/2015	\$13.43	Glove
279118	3/13/2015	\$6.90	Graphite Wheel
279134	3/14/2015	\$34.39	Alarm
279237	3/16/2015	\$53.34	Filter
279254	3/16/2015	\$24.16	Filters
279273.1	3/16/2015	\$1.47	Nut Bolt
279275	3/16/2015	\$3.97	Scwdrv
279278	3/17/2015	\$17.76	Filters
279506	3/19/2015	\$31.44	Pigtails Sockets
279546	3/20/2015	(\$11.88)	Credit Return, Battery Accessories
279656	3/21/2015	\$217.29	Batt Isolator, Relay
279661	3/21/2015	\$61.64	Creepers, Casters, Nut Bolt
279720	3/21/2015	\$68.80	Wire
279730	3/23/2015	\$14.16	Tee, Close Nip, Pipe Fitt
279777	3/23/2015	\$53.08	Connector, Cir Brkr
279829	3/24/2015	\$36.55	Filter, Spark Plug
279830	3/24/2015	\$170.59	Air Flow Sensor
279831	3/24/2015	\$551.45	Raven Blk Nitrile Glv, 3/4 Impact
279871	3/24/2015	(\$89.10)	Credit
279886	3/24/2015	\$8.83	Battery Cable Lug
279889	3/25/2015	\$18.77	Heat Shrink Tubing
<b>Reference Number: 43941</b>		<b>\$110.50</b>	
277253	3/31/2015	\$110.50	Evac & Rechrng A/C, Freon, Viper Leak Detact Additive
<b>Reference Number: 43942</b>		<b>\$1,635.32</b>	
2015-24	4/7/2015	\$184.23	Bulk Water
Invoice - 4/16/2015 10:04:44 AM	4/16/2015	\$1,451.09	Water/Sewer
<b>Reference Number: 43943</b>		<b>\$1,109.37</b>	
I-1363753	2/17/2015	\$1,109.37	Land Lines
<b>Reference Number: 43944</b>		<b>\$1,504.75</b>	
43	4/5/2015	\$1,504.75	Technology consulting

Reference	Date	Amount	Notes
<b>Reference Number: 43945</b> 9692479448	<b>Granger</b> 3/17/2015	\$271.98 \$271.98	Anemometer
<b>Reference Number: 43946</b> 14043.000-0000011	<b>Gray &amp; Osborne Inc</b> 4/6/2015	\$644.00 \$644.00	Lower Reservoir
<b>Reference Number: 43947</b> 0010030707	<b>Holcombs Market</b> 3/18/2015	\$221.98 \$16.22	Batteries
0020336514	3/24/2015	\$12.78	Febreeze, Scrubber, Wax Melts
0020562015	2/12/2015	\$28.35	Bleach, Reynolds Wrap...
0030105609	2/24/2015	\$38.79	Water
0030183910	2/27/2015	\$55.92	Water
0030637915	2/4/2015	\$22.48	Plates, Forks, Water
0030645512	3/17/2015	\$19.91	Water, Coffee
0030650310	2/5/2015	\$16.80	Febreeze, Wax Melts
0030650610	2/5/2015	\$10.73	Batteries
<b>Reference Number: 43948</b> 19191 19218	<b>Kerns Shop &amp; Propane</b> 3/13/2015 3/20/2015	\$130.07 \$21.50 \$108.57	Weld Aluminum Box #4 Acetylen
<b>Reference Number: 43949</b> Invoice - 4/16/2015 11:19:52 AM	<b>Klickitat Co Sheriff</b> 4/16/2015	\$1,057.00 \$1,057.00	Feburary Jail Cost
<b>Reference Number: 43950</b> Invoice - 4/16/2015 12:59:40 PM	<b>Klickitat CO Treasurer</b> 4/16/2015	\$403.09 \$403.09	Taxes
<b>Reference Number: 43951</b> Invoice - 4/16/2015 11:33:41 AM	<b>Klickitat County PUD</b> 4/16/2015	\$12,942.19 \$12,942.19	Utility/Electric
<b>Reference Number: 43952</b> 10277	<b>Klickitat County Title CO</b> 4/9/2015	\$151.50 \$151.50	Reconveyance Atha/248102
<b>Reference Number: 43953</b> 3255188MB	<b>Lakeside Industries Inc</b> 3/31/2015	\$1,038.97 \$1,038.97	EZ ST 500# Bags, ASPH Delivery
<b>Reference Number: 43954</b> 34800076846	<b>Les Schwab Tire Center</b> 4/2/2015	\$449.01 \$449.01	Tires
<b>Reference Number: 43955</b> Invoice - 4/16/2015 11:44:26 AM	<b>Marlin Business Bank</b> 4/16/2015	\$467.10 \$467.10	Copiers/Lease
<b>Reference Number: 43956</b> 639305 640130	<b>MCP Mid Columbia Producers Inc</b> 3/24/2015 3/27/2015	\$1,913.47 \$1,881.25 \$10.73	Molasses Glove

Reference	Date	Amount	Notes
<b>Reference Number: 43956</b>			
641809	MCP Mid Columbia Producers Inc 4/2/2015	\$1,913.47 \$21.49	Glove
<b>Reference Number: 43957</b>			
Invoice - 4/16/2015 1:03:44 PM	Menke Jackson Law Firm 4/16/2015	\$1,744.67 \$1,364.50	Acct 044
Invoice - 4/16/2015 1:05:20 PM	4/16/2015	\$380.17	Acct 136
<b>Reference Number: 43958</b>			
129192	Mid-Columbia Veterinary 3/3/2015	\$54.40 \$54.40	Aggressive Shep Mix
<b>Reference Number: 43959</b>			
0740502-07226-02/13/2015	Orthmann, Richard 2/13/2015	\$109.35 \$3.65	Meds
0740978-07226-02/17/2015	2/17/2015	\$4.00	Meds
0740979-07226-02/17/2015	2/17/2015	\$4.00	Meds
0740980-07226-02/17/2015	2/17/2015	\$2.60	Meds
0740981-07226-02/17/2015	2/17/2015	\$4.00	Meds
0740982-07226-02/17/2015	2/17/2015	\$15.00	Meds
853954-01/19/2015	1/19/2015	\$2.64	Meds
853983-01/19/2015	1/19/2015	\$15.00	Meds
853983-10/20/2014	10/20/2014	\$15.00	Meds
853985-01/19/2015	1/19/2015	\$4.00	Meds
853987-10/20/2014	10/20/2014	\$4.00	Meds
853997-01/19/2015	1/19/2015	\$4.00	Meds
853997-10/20/2014	10/20/2014	\$1.35	Meds
863800-03/18/2015	3/18/2015	\$4.00	Meds
863801-03/18/2015	3/18/2015	\$4.00	Meds
863802-03/18/2015	3/18/2015	\$4.00	Meds
863804-03/18/2015	3/18/2015	\$4.00	Meds
8638803-03/18/2015	3/18/2015	\$2.55	Meds
864123-03/27/2015	3/27/2015	\$3.56	Meds
864124-03/27/2015	3/27/2015	\$4.00	Meds
864125-03/27/2015	3/27/2015	\$4.00	Meds
<b>Reference Number: 43960</b>			
PC160021696	Peterson 3/11/2015	\$224.75 \$224.75	Solenoid
<b>Reference Number: 43961</b>			
40358	Quality Control Service Inc 3/13/2015	\$895.00 \$895.00	On Site Service
<b>Reference Number: 43962</b>			
2438443	Quill Corporation 3/17/2015	\$251.79 \$123.37	Ink Cartridge, Laminating Pouch
2629532	3/24/2015	\$21.48	USB Interface Cable
2750931	3/26/2015	\$106.94	Markers, Coffee

Reference	Date	Amount	Notes
Reference Number: 43963 10879	Riley Brothers Inc 3/10/2015	\$215.00 \$215.00	Pit Run
Reference Number: 43964 330183 331252	Sawyer's True Value 3/5/2015 3/18/2015	\$840.41 \$429.95 \$410.46	Chain Saw Concrete Mix, Saw Blade....
Reference Number: 43965 183504	Sea Western 4/13/2015	\$1,977.12 \$1,977.12	Coat, Letters, Name Plate....
Reference Number: 43966 79263448503	Shell 3/26/2015	\$3,924.77 \$3,924.77	Fuel
Reference Number: 43967 15-342	Tactron 3/31/2015	\$169.90 \$169.90	Helmets
Reference Number: 43968 0078925318	US Cellular 3/24/2015	\$1,614.73 \$1,614.73	Cell Phones
Reference Number: 43969 Invoice - 4/16/2015 1:56:00 PM	US Post Office 4/16/2015	\$60.00 \$60.00	PO Box 1176
Reference Number: 43970 9743455516	Verizon Wireless 4/6/2015	\$78.06 \$78.06	Chlorination Station
Reference Number: 43971 2015-098	Washington Fire Chiefs 2/25/2015	\$400.00 \$400.00	Dues
Reference Number: 43972 9001541953	Zep Manufacturing Co 3/23/2015	\$151.98 \$151.98	Towels
Reference Number: 43973 0175486	Zumar Industries, Inc. 4/7/2015	\$67.62 \$67.62	Special 3008 8042
Reference Number: 900457 Federal Income Tax - 6810 Medicare - 6810 (1) Medicare - 6810 (2) Social Security Tax - 6810 (1) Social Security Tax - 6810 (2)	City of Goldendale 4/7/2015 4/7/2015 4/7/2015 4/7/2015 4/7/2015	\$2,002.38 \$0.00 \$189.77 \$189.77 \$811.42 \$811.42	
Reference Number: 900458 359-2015_3	Invoice Cloud 4/1/2015	\$101.80 \$101.80	Biller Portal

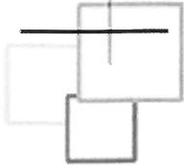
Reference	Date	Amount	Notes
<b>Reference Number: 900459</b> Invoice - 4/16/2015 1:07:08 PM	Merchant Card Services 4/16/2015	\$59.02 \$59.02	Visa Fees/Admin
<b>Reference Number: 900460</b> Invoice - 4/16/2015 1:31:48 PM	Sage Payment Solutions 4/16/2015	\$395.04 \$395.04	Visa Fees
<b>Reference Number: 900461</b> Invoice - 4/16/2015 1:34:35 PM	Sage Payment Solutions 4/16/2015	\$72.05 \$72.05	ACH Fees
<b>Reference Number: IC - ( Apr 1 2015 8:51PM Visa/MC/DSC )</b> Invoice Cloud Summary Transaction - ( Apr 4/1/2015 1 2015 8:51PM Visa/MC/DSC )	Receipting Vendor 4/1/2015	\$127.04 \$127.04	
<b>Reference Number: IC - ( Apr 2 2015 8:50PM EFT )</b> Invoice Cloud Summary Transaction - ( Apr 4/2/2015 2 2015 8:50PM EFT )	Receipting Vendor 4/2/2015	\$76.40 \$76.40	
<b>Reference Number: IC - ( Apr 2 2015 8:51PM Visa/MC/DSC )</b> Invoice Cloud Summary Transaction - ( Apr 4/2/2015 2 2015 8:51PM Visa/MC/DSC )	Receipting Vendor 4/2/2015	\$148.48 \$148.48	
<b>Reference Number: IC - ( Apr 3 2015 8:50PM EFT )</b> Invoice Cloud Summary Transaction - ( Apr 4/3/2015 3 2015 8:50PM EFT )	Receipting Vendor 4/3/2015	\$350.09 \$350.09	
<b>Reference Number: IC - ( Apr 3 2015 8:51PM Visa/MC/DSC )</b> Invoice Cloud Summary Transaction - ( Apr 4/3/2015 3 2015 8:51PM Visa/MC/DSC )	Receipting Vendor 4/3/2015	\$2,703.96 \$2,703.96	
<b>Reference Number: IC - ( Apr 4 2015 8:47PM Visa/MC/DSC )</b> Invoice Cloud Summary Transaction - ( Apr 4/4/2015 4 2015 8:47PM Visa/MC/DSC )	Receipting Vendor 4/4/2015	\$99.52 \$99.52	
<b>Reference Number: IC - ( Apr 4 2015 8:50PM EFT )</b> Invoice Cloud Summary Transaction - ( Apr 4/4/2015 4 2015 8:50PM EFT )	Receipting Vendor 4/4/2015	\$63.87 \$63.87	

Reference	Date	Amount	Notes
<b>Reference Number: IC - ( Apr 5 2015</b>	<b>Receiving Vendor</b>	<b>\$130.84</b>	
<b>8:50PM Visa/MC/DSC )</b>			
Invoice Cloud Summary Transaction - ( Apr_4/5/2015		\$130.84	
5.2015 8:50PM Visa/MC/DSC )			
<b>Reference Number: IC - ( Apr 6 2015</b>	<b>Receiving Vendor</b>	<b>\$68.08</b>	
<b>8:50PM EFT )</b>			
Invoice Cloud Summary Transaction - ( Apr_4/6/2015		\$68.08	
6.2015 8:50PM EFT )			
<b>Reference Number: IC - ( Apr 6 2015</b>	<b>Receiving Vendor</b>	<b>\$728.17</b>	
<b>8:51PM Visa/MC/DSC )</b>			
Invoice Cloud Summary Transaction - ( Apr_4/6/2015		\$728.17	
6.2015 8:51PM Visa/MC/DSC )			
<b>Reference Number: IC - ( Apr 7 2015</b>	<b>Receiving Vendor</b>	<b>\$304.24</b>	
<b>8:50PM EFT )</b>			
Invoice Cloud Summary Transaction - ( Apr_4/7/2015		\$304.24	
7.2015 8:50PM EFT )			
<b>Reference Number: IC - ( Apr 7 2015</b>	<b>Receiving Vendor</b>	<b>\$137.90</b>	
<b>8:51PM Visa/MC/DSC )</b>			
Invoice Cloud Summary Transaction - ( Apr_4/7/2015		\$137.90	
7.2015 8:51PM Visa/MC/DSC )			
<b>Reference Number: IC - ( Apr 8 2015</b>	<b>Receiving Vendor</b>	<b>\$173.72</b>	
<b>8:50PM EFT )</b>			
Invoice Cloud Summary Transaction - ( Apr_4/8/2015		\$173.72	
8.2015 8:50PM EFT )			
<b>Reference Number: IC - ( Apr 8 2015</b>	<b>Receiving Vendor</b>	<b>\$814.84</b>	
<b>8:51PM Visa/MC/DSC )</b>			
Invoice Cloud Summary Transaction - ( Apr_4/8/2015		\$814.84	
8.2015 8:51PM Visa/MC/DSC )			
<b>Reference Number: IC - ( Apr 9 2015</b>	<b>Receiving Vendor</b>	<b>\$112.80</b>	
<b>8:50PM EFT )</b>			
Invoice Cloud Summary Transaction - ( Apr_4/9/2015		\$112.80	
9.2015 8:50PM EFT )			
<b>Reference Number: IC - ( Apr 9 2015</b>	<b>Receiving Vendor</b>	<b>\$397.57</b>	
<b>8:51PM Visa/MC/DSC )</b>			
Invoice Cloud Summary Transaction - ( Apr_4/9/2015		\$397.57	
9.2015 8:51PM Visa/MC/DSC )			

Reference	Date	Amount	Notes
<b>Reference Number: IC - ( Apr 10 2015</b>	<b>Receiving Vendor</b>		
<b>8:50PM EFT )</b>		<b>\$138.36</b>	
Invoice.Cloud Summary Transaction - ( Apr_ 4/10/2015		\$138.36	
10.2015.8:50PM EFT.)			
<b>Reference Number: IC - ( Apr 10 2015</b>	<b>Receiving Vendor</b>		
<b>8:53PM Visa/MC/DSC )</b>		<b>\$800.55</b>	
Invoice.Cloud Summary Transaction - ( Apr_ 4/10/2015		\$800.55	
10.2015.8:53PM Visa/MC/DSC.)			
<b>Reference Number: IC - ( Apr 11 2015</b>	<b>Receiving Vendor</b>		
<b>8:47PM Visa/MC/DSC )</b>		<b>\$692.61</b>	
Invoice.Cloud Summary Transaction - ( Apr_ 4/11/2015		\$692.61	
11.2015.8:47PM Visa/MC/DSC.)			
<b>Reference Number: IC - ( Apr 12 2015</b>	<b>Receiving Vendor</b>		
<b>8:50PM EFT )</b>		<b>\$66.41</b>	
Invoice.Cloud Summary Transaction - ( Apr_ 4/12/2015		\$66.41	
12.2015.8:50PM EFT.)			
<b>Reference Number: IC - ( Apr 13 2015</b>	<b>Receiving Vendor</b>		
<b>8:50PM EFT )</b>		<b>\$65.02</b>	
Invoice.Cloud Summary Transaction - ( Apr_ 4/13/2015		\$65.02	
13.2015.8:50PM EFT.)			
<b>Reference Number: IC - ( Apr 13 2015</b>	<b>Receiving Vendor</b>		
<b>8:50PM Visa/MC/DSC )</b>		<b>\$659.05</b>	
Invoice.Cloud Summary Transaction - ( Apr_ 4/13/2015		\$659.05	
13.2015.8:50PM Visa/MC/DSC.)			
<b>Reference Number: IC - ( Apr 14 2015</b>	<b>Receiving Vendor</b>		
<b>8:50PM EFT )</b>		<b>\$64.68</b>	
Invoice.Cloud Summary Transaction - ( Apr_ 4/14/2015		\$64.68	
14.2015.8:50PM EFT.)			
<b>Reference Number: IC - ( Apr 14 2015</b>	<b>Receiving Vendor</b>		
<b>8:50PM Visa/MC/DSC )</b>		<b>\$172.58</b>	
Invoice.Cloud Summary Transaction - ( Apr_ 4/14/2015		\$172.58	
14.2015.8:50PM Visa/MC/DSC.)			
<b>Reference Number: IC - ( Apr 15 2015</b>	<b>Receiving Vendor</b>		
<b>8:50PM EFT )</b>		<b>\$210.54</b>	
Invoice.Cloud Summary Transaction - ( Apr_ 4/15/2015		\$210.54	
15.2015.8:50PM EFT.)			

Reference	Date	Receiving Vendor	Amount	Notes
Reference Number: IC - ( Apr 15 2015 8:52PM Visa/MC/DSC )			\$1,758.60	
Invoice Cloud Summary Transaction - ( Apr 15 2015 8:52PM Visa/MC/DSC )			\$1,758.60	

# Register



Number	Name	Fiscal Description	Cleared	Amount
43794	Barkowski, Reggie	2015 - Mar 2015 - Second Council Mar 2015		\$2,339.12
43795	Baze, Clinton	2015 - Mar 2015 - Second Council Mar 2015		\$460.93
43796	Bellamy, Larry D	2015 - Mar 2015 - Second Council Mar 2015		\$2,695.23
43797	Berkshire, Stan	2015 - Mar 2015 - Second Council Mar 2015		\$1,717.63
43798	Berry, Frank	2015 - Mar 2015 - Second Council Mar 2015		\$1,370.93
43799	Bevis, Lucille A	2015 - Mar 2015 - Second Council Mar 2015		\$46.01
43800	Block, Nathanael D	2015 - Mar 2015 - Second Council Mar 2015		\$120.05
43801	Bostick, Kenneth W Qrtly	2015 - Mar 2015 - Second Council Mar 2015		\$129.29
43802	Bowen, Jeremy J	2015 - Mar 2015 - Second Council Mar 2015		\$1,364.68
43803	Byers, Connie L	2015 - Mar 2015 - Second Council Mar 2015		\$1,755.58
43804	Cannon, Michael A	2015 - Mar 2015 - Second Council Mar 2015		\$46.01
43805	Carper, Jeremy L	2015 - Mar 2015 - Second Council Mar 2015		\$184.70
43806	Carper, Kory L	2015 - Mar 2015 - Second Council Mar 2015		\$156.99
43807	Casey, Brian P	2015 - Mar 2015 - Second Council Mar 2015		\$1,361.07
43808	Castillo, Algandra	2015 - Mar 2015 - Second Council Mar 2015		\$101.58
43809	Cooke, Robert C	2015 - Mar 2015 - Second Council Mar 2015		\$1,940.96
43810	Crawford, Leonard C	2015 - Mar 2015 - Second Council Mar 2015		\$46.01
43811	Delangis, Michael B Qrtly	2015 - Mar 2015 - Second Council Mar 2015		\$120.05
43812	Doubravsky, Alan	2015 - Mar 2015 - Second Council Mar 2015		\$120.05
43813	Dymont, Kevin	2015 - Mar 2015 - Second Council Mar 2015		\$1,793.47
43814	Enyeart, Karl A	2015 - Mar 2015 - Second Council Mar 2015		\$2,574.51
43815	Foss, Nicholas J	2015 - Mar 2015 - Second Council Mar 2015		\$110.82
43816	Frantum, Douglas	2015 - Mar 2015 - Second Council Mar 2015		\$1,567.13
43817	Galewski, David S	2015 - Mar 2015 - Second Council Mar 2015		\$83.11
43818	Garcia, Juan C	2015 - Mar 2015 - Second Council Mar 2015		\$1,351.72
43819	Green, Sarah A	2015 - Mar 2015 - Second Council Mar 2015		\$129.29
43820	Grimes, Karen M	2015 - Mar 2015 - Second Council Mar 2015		\$1,409.90
43821	Grimes, Kevin	2015 - Mar 2015 - Second Council Mar 2015		\$73.88
43822	Halm, John	2015 - Mar 2015 - Second Council Mar 2015		\$175.46
43823	Halm, Noah M (Qrtly)	2015 - Mar 2015 - Second Council Mar 2015		\$290.90
43824	Halm, Andrew J	2015 - Mar 2015 - Second Council Mar 2015		\$46.01
43825	Halm, Noah M	2015 - Mar 2015 - Second Council Mar 2015		\$317.17
43826	Hector, Gary Robert	2015 - Mar 2015 - Second Council Mar 2015		\$46.01
43827	Hudson, Marty Qrtly	2015 - Mar 2015 - Second Council Mar 2015		\$129.29
43828	Hunziker, Jay Allen	2015 - Mar 2015 - Second Council Mar 2015		\$1,713.51
43829	Hutchins, Maria P	2015 - Mar 2015 - Second Council Mar 2015		\$1,663.21
43830	Isler, Jay W	2015 - Mar 2015 - Second Council Mar 2015		\$1,680.19
43831	Johnson, Richard A	2015 - Mar 2015 - Second Council Mar 2015		\$2,939.31
43832	Lucatero, Leo B	2015 - Mar 2015 - Second Council Mar 2015		\$2,025.57

Number	Name	Fiscal Description	Cleared	Amount
43833	Luth, Deanna L	2015 - Mar 2015 - Second Council Mar 2015		\$46.01
43834	Matulovich, Dwayne	2015 - Mar 2015 - Second Council Mar 2015		\$1,749.40
43835	O'Connor, Andrew F	2015 - Mar 2015 - Second Council Mar 2015		\$1,767.13
43836	Oswalt, Bert F	2015 - Mar 2015 - Second Council Mar 2015		\$2,146.05
43837	Pedersen, Rob	2015 - Mar 2015 - Second Council Mar 2015		\$203.17
43838	Perez, Benjamin A	2015 - Mar 2015 - Second Council Mar 2015		\$1,234.84
43839	Pineda, Eric M	2015 - Mar 2015 - Second Council Mar 2015		\$55.82
43840	Pineda, Eric M Qtrly	2015 - Mar 2015 - Second Council Mar 2015		\$332.46
43841	Randall, Steven A	2015 - Mar 2015 - Second Council Mar 2015		\$204.84
43842	Randall, Steven Qtrly	2015 - Mar 2015 - Second Council Mar 2015		\$293.61
43843	Smith, Michael L	2015 - Mar 2015 - Second Council Mar 2015		\$1,793.91
43844	Sullivan, Donald L	2015 - Mar 2015 - Second Council Mar 2015		\$55.82
43845	Sullivan, Donald L Qtrly	2015 - Mar 2015 - Second Council Mar 2015		\$332.46
43846	Sullivan, Zachary L	2015 - Mar 2015 - Second Council Mar 2015		\$212.40
43847	Therault, Guy R	2015 - Mar 2015 - Second Council Mar 2015		\$46.01
43848	Thompson, Robert L	2015 - Mar 2015 - Second Council Mar 2015		\$1,458.35
43849	Wells, Sandy R	2015 - Mar 2015 - Second Council Mar 2015		\$1,220.30
43850	Wyzykowski, Chris	2015 - Mar 2015 - Second Council Mar 2015		\$1,937.66
43851	American Family Life	2015 - Mar 2015 - Second Council Mar 2015		\$367.65
43852	AWC Benefit Trust	2015 - Mar 2015 - Second Council Mar 2015		\$34,890.39
43853	Deferred Comp Program	2015 - Mar 2015 - Second Council Mar 2015		\$80.00
43854	Dept of Labor & Industries	2015 - Mar 2015 - Second Council Mar 2015		\$3,021.73
43855	Dept of Retirement	2015 - Mar 2015 - Second Council Mar 2015		\$9,099.32
43856	Employment Security	2015 - Mar 2015 - Second Council Mar 2015		\$132.08
43857	ICMA Retirement Trust	2015 - Mar 2015 - Second Council Mar 2015		\$112.50
900456	City of Goldendale	2015 - Mar 2015 - Second Council Mar 2015		\$17,622.19
				<b>\$116,613.43</b>

AGENDA BILL: E1

AGENDA TITLE: Jack Runyan – Appeal of Citation

DATE: April 20, 2015

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION  X

RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION \_\_\_\_\_

---

**EXPLANATION:** Jack Runyan is requesting a refund of his payment to East District Court in the amount \$139.60. In his March 31, 2015 memo to City Council he indicates his reasons for his refund request. Behind his request for refund are several city documents in responds to action taken. The documents include a contact timeline, his citation and chapter 8.04 of the Goldendale Municipal Code and chronological pictures detailing the violation between Dec 8, 2014 and Jan 14, 2015.

As you can see from the contact timeline, action on this violation began Dec 8<sup>th</sup>, 2014. 4 courtesy phones were made to Jack Runyan regarding the violation. The 1<sup>st</sup> violation was finally compliant on Dec 31, 2014. 14 days later the same exact violation occurred. A citation was issued on Jan 14, 2015. The 2<sup>nd</sup> violation was complaint on Jan 26, 2015. Finally the citation was paid through East District court on Feb 19, 2015.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

March 31 2015

To City Council <sup>20 9/2</sup> 16 Apr 2015 Council meeting

City of Goldendale Wa. 98620

Re. Infraction #11992

Request a refund of the payment of \$139.60.

Reasons;

1. Not my trailer.
2. Not my trash if it is trash?
3. Trailer setting on city right of way.
4. House is rented not in my possession, I would have to go to court to get it back in my possession.
5. Does not follow city code.
6. Did not receive correct instruction from city front office when individual who owns trailer went to office to pay original bill. Was told he would have to go to court not that he should go to East District Court and pay or get court date.
7. Homeowner has no right nor can I get information of licensed owner of trailer. Police or licensing department will not release that information.

Jack Runyan

194 Woodland Rd

Goldendale, Wa 98620

Date	Contact	Comments
12-8-14	250-1025	Robert called and left Jack a message to call him back regarding the garbage at 414 E Main
12-09-14	250-1025	Robert called and left Jack a message to call him back regarding the garbage at 414 E Main
12-10-14	250-1025	Robert called and left Jack a message to call him back regarding the garbage at 414 E Main
12-10-14		Jack called back and he said he will talk to the renters and have the trailer hauled off... Recheck Dec 15 <sup>th</sup>
12-22-14		Non-Compliant...left Jack a message
12-31-14		COMPLIANT
<b>CASE #2014-143</b>		
01-08-15	Mail	Sent a violation letter by Regular & Certified mail explaining violation along with pictures
01-14-15	Citation	Robert sent a CITATION by Certified Mail to Jack Runyan for garbage in a trailer in front on the house. Jack has had several warnings not to store garbage in the trailer.
01-20-15		There has been some progress with the inoperable vehicle violation. Recheck on 01-27-15
01-26-15		COMPLIANT for the garbage
02-06-15		COMPLIANT for inoperable vehicles
02-19-15		Citation was paid through East District Court
<b>CASE #2015-01</b>		

IN THE  DISTRICT  MUNICIPAL COURT OF GOLDENDALE, WA, WASHINGTON  
 STATE OF WASHINGTON, PLAINTIFF VS. NAMED DEFENDANT  
 COUNTY OF KLICKITAT  
 CITY/TOWN OF GOLDENDALE

L.E.A. ORI# K C BLDG DEPT / COMPLIANCE COURT OR#  WA020013J  WA020033J

**THE UNDERSIGNED CERTIFIES AND SAYS THAT IN THE STATE OF WASHINGTON**

DRIVER'S LICENSE NO.		STATE	EXPIRES	PHOTO I.D. ON PERSON <input type="checkbox"/> YES <input type="checkbox"/> NO	
NAME LAST <u>RUNYON</u>	FIRST <u>JACK</u>	MIDDLE			
ADDRESS <u>194 Woodland Rd</u>					<input type="checkbox"/> IF NEW ADDRESS
CITY <u>GOLDENDALE</u>					<input type="checkbox"/> PASSENGER
STATE <u>WA</u>	ZIP CODE <u>98026</u>	EMPLOYER		LOCATION	
DATE OF BIRTH	RACE	SEX	HEIGHT	WEIGHT	EYES
HAIR	RESIDENTIAL PHONE NO. ( ) ( )		CELL/PAGER NO. ( ) ( )		WORK PHONE NO. ( ) ( )
VIOLATION DATE MONTH <u>JANUARY</u>	DAY <u>14</u>	YEAR <u>2015</u>	TIME <u>13:58</u>	<input type="checkbox"/> INTERPRETER NEEDED	
ON OR ABOUT	24 HOUR		LANG.		
AT LOCATION <u>4141 E main st</u>	M.P.	CITY/COUNTY OF <u>KLICKITAT GOLDENDALE</u>			

**DID OPERATE THE FOLLOWING VEHICLE/MOTOR VEHICLE ON A PUBLIC HIGHWAY AND**

VEHICLE LICENSE NO.	STATE	EXPIRES	VEH. YR.	MAKE	MODEL	STYLE	COLOR
TRAILER #1 LICENSE NO.	STATE	EXPIRES	TR. YR.	TRAILER #2 LICENSE NO.	STATE	EXPIRES	TR. YR.
OWNER/COMPANY IF OTHER THAN DRIVER							
ADDRESS		CITY		STATE		ZIP CODE	
ACCIDENT NO	NR	R	I	F	COMMERCIAL VEHICLE	<input type="checkbox"/> YES <input type="checkbox"/> NO	HAZARD PLACARD
<input type="checkbox"/> YES <input type="checkbox"/> NO							

**DID THEN AND THERE COMMIT EACH OF THE FOLLOWING INFRACTIONS**

1. VIOLATION/STATUTE CODE <u>8.04.020</u>	VEHICLE SPEED	IN A	ZONE	<input type="checkbox"/> SMD <input type="checkbox"/> PACE <input type="checkbox"/> AIRCRAFT
<u>CAN Requirements</u>				
2. VIOLATION/STATUTE CODE				
3. VIOLATION/STATUTE CODE				

PENALTY U.S. \$ <u>87.50</u>	RELATED #	DATE ISSUED <u>1-14-15</u>
---------------------------------	-----------	-------------------------------

WITHOUT ADMITTING TO HAVING COMMITTED EACH OF THE ABOVE OFFENSES, BY SIGNING THIS DOCUMENT I ACKNOWLEDGE RECEIPT OF THIS NOTICE OF INFRACTION AND PROMISE TO RESPOND AS DIRECTED ON THIS NOTICE.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT I HAVE ISSUED THIS ON THE DATE AND AT THE LOCATION ABOVE THAT I HAVE PROBABLE CAUSE TO BELIEVE THE ABOVE NAMED PERSON COMMITTED THE ABOVE OFFENSE(S), AND MY REPORT WRITTEN ON THE BACK OF THIS DOCUMENT OR ATTACHED TO THIS INFRACTION IS TRUE AND CORRECT.	OFFICER <u>Robert J. Thompson</u>	# <u>30-202</u>
<input checked="" type="checkbox"/> MAIL- <u>C-DT</u> STATE	OFFICER	#

DEFENDANT'S SIGNATURE C

DO NOT WRITE IN THIS SECTION

87.50 2/19/15

LATE FEE 52.00

139.50

Paid copy  
from E.  
District  
Court

Front of  
the  
ticket

**INFRACTION**  **TRAFFIC**  **NON-TRAFFIC**  **10001994**

IN THE  DISTRICT  MUNICIPAL COURT OF  
 STATE OF WASHINGTON , PLAINTIFF VS. NAMED DEFENDANT , WASHINGTON  
 COUNTY OF KLICKITAT  
 CITY/TOWN OF

LEA ORI #: K C BLDG DEPT / COMPLIANCE COURT OR#  WA020013J  WA020033J

**THE UNDERSIGNED CERTIFIES AND SAYS THAT IN THE STATE OF WASHINGTON**

DRIVER'S LICENSE NO. STATE EXPIRES PHOTO I.D. ON PERSON  
 YES  NO

NAME: LAST FIRST MIDDLE

ADDRESS  IF NEW ADDRESS  
 PASSENGER LOCATION

CITY STATE ZIP CODE EMPLOYER

DATE OF BIRTH RACE SEX HEIGHT WEIGHT EYES HAIR

RESIDENTIAL PHONE NO. CELL/PAGER NO. WORK PHONE NO.

VIOLATION DATE MONTH DAY YEAR TIME INTERPRETER NEEDED  
 LANG:

ON OR ABOUT 24 HOUR  
 AT LOCATION M.P. CITY/COUNTY OF **KLICKITAT**

**DID OPERATE THE FOLLOWING VEHICLE/MOTOR VEHICLE ON A PUBLIC HIGHWAY AND**

VEHICLE LICENSE NO. STATE EXPIRES VEH. YR. MAKE MODEL STYLE COLOR

TRAILER #1 LICENSE NO. STATE EXPIRES TR. YR. TRAILER #2 LICENSE NO. STATE EXPIRES TR. YR.

OWNER/COMPANY IF OTHER THAN DRIVER

ADDRESS CITY STATE ZIP CODE

ACCIDENT COMMERCIAL  YES HAZARD  YES EXEMPT  FARM  FIRE  
 NO NR R I F VEHICLE  NO PLACARD  NO VEHICLE  RV  OTHER

**DID THEN AND THERE COMMIT EACH OF THE FOLLOWING INFRACTIONS**

1. VIOLATION/STATUTE CODE VEHICLE SPEED IN A ZONE  SMD  
 PACE  
 AIRCRAFT

2. VIOLATION/STATUTE CODE

3. VIOLATION/STATUTE CODE

READ THE BACK

PENALTY U.S. \$  
 DATE ISSUED

RELATED #

WITHOUT ADMITTING TO HAVING COMMITTED EACH OF THE ABOVE OFFENSES, BY SIGNING THIS DOCUMENT I ACKNOWLEDGE RECEIPT OF THIS NOTICE OF INFRACTION AND PROMISE TO RESPOND AS DIRECTED ON THIS NOTICE.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT I HAVE ISSUED THIS ON THE DATE AND AT THE LOCATION ABOVE, THAT I HAVE PROBABLE CAUSE TO BELIEVE THE ABOVE NAMED PERSON COMMITTED THE ABOVE OFFENSE(S), AND MY REPORT WRITTEN ON THE BACK OF THIS DOCUMENT OR ATTACHED TO THIS INFRACTION IS TRUE AND CORRECT.

OFFICER #

OFFICER #

DEFENDANT'S SIGNATURE

**YOU MUST RESPOND TO THE COURT BELOW ACCORDING TO THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS NOTICE**

EAST DISTRICT COURT  
 205 S. Columbus, MS CH-11  
 Rm. 107  
 Goldendale, WA 98620  
 (509) 773-4670

WEST DISTRICT COURT  
 501 N.E. Washington  
 P.O. Box 435  
 White Salmon, WA 98672  
 (509) 493-1190

Back of  
the ticket

### Notice of Infraction

This notice represents a determination that you have committed a civil infraction. This determination will be final unless contested pursuant to Chapter 1.20 of the Goldendale Municipal code.

#### **YOU MUST RESPOND WITHIN FIFTEEN (15) DAYS FROM THE DATE ISSUED**

A civil infraction is a non-criminal offence for which imprisonment cannot be imposed as a sanction.

Failure to respond to a notice of civil infraction or to appear at a requested hearing is a misdemeanor and may be punished by a fine or imprisonment in jail or both.

If you do not respond to the notice of civil infraction, or if you fail to appear at a hearing requested to contest the determination or for the purpose of explaining mitigating circumstances: (1) A default judgment will be entered against you in the amount of the penalty; and (2) Your case may be referred to the prosecuting attorney for criminal prosecution for failure to respond or appear.

## Chapter 8.04 GARBAGE COLLECTION

### Sections:

- [8.04.010](#) Definitions.
- [8.04.020](#) Can requirements.
- [8.04.030](#) Burning requirements.
- [8.04.040](#) Collector of refuse.
- [8.04.050](#) Refuse separation.
- [8.04.060](#) Swill tanks.
- [8.04.070](#) Disposal of garbage and other refuse.
- [8.04.080](#) Contract bids and negotiation.
- [8.04.090](#) Contract agreement.
- [8.04.100](#) Prompt disposal required.
- [8.04.110](#) City power.

### **8.04.010 Definitions.**

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For purposes of this chapter, the following words and terms shall have the meanings set out in this section:

- A. "Ashes" includes the solid waste products of coal, wood and other fuels used for heating and cooking, from all public and private establishments, and from all residences.
- B. "Collector of refuse" means the person entering into contract with the city for removal of refuse as provided by this chapter.
- C. "Garbage" includes all putrescible wastes, except sewage and body wastes, including vegetable wastes, animal offal, and carcasses of dead animals, but not including recognized industrial by-products, and includes all such substances from all public and private establishments and residences.
- D. "Health officer" means the city or county health officer, as defined in RCW [70.05.010](#), or their authorized representative.
- E. "Person" means every person, firm, partnership, association, institution and corporation. The term also means the occupant and/or the owner of the premises for which service mentioned in this chapter is rendered.
- F. "Refuse" includes garbage, rubbish, ashes, swill, and all other putrescible and nonputrescible wastes except sewage, from all public and private establishments and residences.
- G. "Rubbish" includes all nonputrescible wastes, except ashes, from all public and private establishments and residences.
- H. "Swill" means and includes every refuse accumulation of animal, fruit or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit and vegetables, except coffee grounds. (Ord. 1003 §2, 1988; prior code §6.08.010)

**8.04.020 Can requirements.**

A. It shall be the duty of every person in possession, charge or in control of any dwelling, flat, rooming house, apartment house, trailer camp, hospital, hotel, school, club, restaurant, boarding house, or eating place, or in possession, charge or control of any shop, place of business, or manufacturing establishment where refuse is created or accumulated, at all times to keep or cause to be kept portable cans of approved size, type, and construction, and to deposit or cause to be deposited, the refuse therein.

B. Cans shall be strong, watertight, not easily corrodible, rodent-proof, insect-proof, of not less than ten and not more than fifty gallons capacity, and shall have handles at the sides and tight-fitting lids. When refuse is placed in or taken from the cans, the lids shall be promptly replaced. Each can shall be kept clean inside and out, so that no odor nuisance shall exist. Cans shall be kept at all times in a place accessible to the collector of refuse. (Prior code §6.08.040)

**8.04.030 Burning requirements.**

A. It is unlawful for any person to burn, dump, collect, remove or in any other manner dispose of garbage or swill upon any streets, alley, public place or private property within the city, otherwise than as provided in this chapter.

B. Waste paper, boxes, rubbish and debris, brush, leaves, grass, woods, and cuttings from trees, lawns, shrubs, and gardens (but excepting paper, cardboard or wood containers in commercial quantities) may be burned on private property in furnaces, or, upon special permit from the public safety director, they may be burned in outside fireplaces, private incinerators or in open fires.

C. It is unlawful for any person to bury, burn or dump waste paper, boxes, rubbish, and debris, grass, leaves, weeds and cuttings from trees, lawns, shrubs and gardens, upon any street, alley or public place or collect the same upon any public right-of-way in the city. (Ord. 1372 §1(part), 2008; prior code §6.08.050)

**8.04.040 Collector of refuse.**

The collector of refuse shall collect, remove and dispose of all garbage and refuse in the residential sections of the city at least once each week, and from hotels, restaurants, boarding houses, eating places, apartment houses, schools and hospitals and in the business sections of the city as required. (Prior code §6.08.060)

**8.04.050 Refuse separation.**

The city reserves the right to and may have option to require the separation of paper or swill or other component parts of refuse, and may require the deposit thereof in separate cans or receptacles and may prescribe the method of disposal thereof. (Prior code §6.08.070)

**8.04.060 Swill tanks.**

It is unlawful for any person, conducting any hotel, restaurant, or any public eating place to deposit, throw or place swill or other refuse food matter in a land, alley, street, or other public place, or to deposit, throw or place any swill upon any private property, regardless of ownership, unless the swill

is enclosed in vessels or tanks of approved type by the superintendent of public works and which shall be perfectly watertight and shall have tightly fitting covers, which covers shall not be removed except when absolutely necessary for the depositing and removal of swill. Such vessels or tanks shall be kept in the rear of the premises or in the basement, or other place authorized by the superintendent of public works, so as to be readily accessible for collection, and shall not be kept upon the street, alley, or sidewalk or public place. All such tanks or vessels shall be promptly delivered to the collector when called for and shall be returned by him without unnecessary delay, and no person, except for the purposes of collection under license, shall in any manner interfere with the vessels or tanks or with contents thereof. (Prior code §6.08.080)

#### **8.04.070 Disposal of garbage and other refuse.**

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All disposal of refuse shall be by method or methods specifically approved by the State Department of Health, provided, that the method or methods shall include the maximum practicable rodent, insect and nuisance control at the place of disposal, and provided further, that animal offal, and carcasses of dead animals shall be buried or cremated as directed by the health officer, or shall be rendered at forty pounds per square inch steam pressure or higher, or heated by equivalent cooking. (Prior code §6.08.090)

#### **8.04.080 Contract bids and negotiation.**

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A. A contract for no more than five years for the exclusive right to collect, remove and dispose of all garbage, trash and refuse with a commercial collector may be negotiated and entered into by the city council. Alternatively, the city council may provide the city clerk-treasurer with specifications for and direct the city clerk-treasurer to advertise for bids for such a contract, publishing call therefor at least ten days prior to the time of opening of bids.

B. The council shall have the power to refuse any and all bids, and shall award the contract to the person who, in their mind, submits the lowest bid and is best qualified and best equipped to perform the contract contemplated and the rendering of services made. Each successful bidder shall furnish corporate surety bond to the city of five thousand dollars conditioned upon the faithful performance of his contract and compliance with all ordinances of the city and all rules, regulations, law and statutes relating to his business, particularly all rules and regulations and matters relating to the use and/or maintenance of any dump or disposal site. The collector must make all arrangements for and provide disposal site during the term of the contract. (Prior code §6.08.100)

#### **8.04.090 Contract agreement.**

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Every contract entered into by virtue of this chapter shall specify that the city may terminate such contract upon sixty days' written notice on condition, however, that the city purchase all running equipment used in connection therewith at a fair value, and if the parties thereto cannot agree upon such fair value, then the same shall be determined by a board of appraisers, one to be appointed by the holder of the contract, one by the city and the third by the two thus appointed, the majority decision of such board to be binding upon both parties. Furthermore, such agreements shall contain a prohibition against assignment thereof or transferring of any interest therein without consent of the city, and it shall contain a suitable provision permitting the forfeiture of the agreement for nonperformance of the terms and conditions of the contract and this chapter. (Prior code §6.08.110)

**8.04.100 Prompt disposal required.**

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Every person shall dispose of all garbage promptly according to the terms of this chapter and rules and regulations, and no person shall perform any of the provisions of the contract referred to above except the collector of refuse. (Prior code §6.08.130)

**8.04.110 City power.**

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The city is empowered to carry out all the terms and provisions of this chapter and to collect and dispose of refuse in the manner provided in this chapter. However, it shall not exercise such power if the collector of refuse is faithfully performing any valid contract with the city, or unless the city purchased the property of the collector of refuse in the manner provided in this chapter. (Prior code §6.08.150)

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**The Goldendale Municipal Code is current through Ordinance 1439, passed June 16, 2014.**

Disclaimer: The City Clerk's Office has the official version of the Goldendale Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

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12.08.2014 10:17



12.08.2014 10:17



12.22.2014 10:03



12.22.2014 10:03



12.31.2014 10:45

Garbage must  
be stored in a  
can with a lid.



01.14.2015 13:58

AGENDA BILL: E2

AGENDA TITLE: Diana Notestine – Request for decorative crosswalk art

DATE: April 20, 2015

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION  X

RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION \_\_\_\_\_

---

**EXPLANATION:** Mrs. Notestine is requesting the City consider putting stars and moon in crosswalks similar to White Salmon.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**



Google earth



AGENDA BILL: E3

AGENDA TITLE: Nicole Lundin – Presentation of new tourism website

DATE: April 20, 2015

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION  X

RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION \_\_\_\_\_

---

**EXPLANATION:** Mrs. Lundin will bring a power point presentation on the new tourism website for the City of Goldendale.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

AGENDA BILL: G1

AGENDA TITLE: Tourism Promotion approval with Phoenix  
Assembly

DATE: April 20, 2015

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION \_\_\_\_\_ X \_\_\_\_\_

RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION \_\_\_\_\_ X \_\_\_\_\_

---

**EXPLANATION:**

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION: I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT FOR TOURISM PROMOTION SERVICES WITH GOLDENDALE PHOENIX ASSEMBLY 158 IN THE AMOUNT OF \$500.**

## CITY OF GOLDENDALE

### AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE GOLDEN PHOENIX ASSEMBLY #158

#### I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and Golden Phoenix Assembly #158, c/o P. O. Box 995, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "ASSEMBLY".

#### II. RECITALS

- A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.
- B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.
- C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

#### III. STATEMENT OF SERVICES

The work to be performed by ASSEMBLY under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

#### IV. COMPENSATION

The ASSEMBLY will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

#### V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2015 and terminate December 31, 2015.

VI. **DOCUMENTS INCORPORATED**

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services.

- General Terms and Conditions
- Appendix A - Statement of Work
- Appendix B - Schedule of Compensation, Method of Payment, Reporting and Record Keeping and Reporting
- Appendix C – Post Event/Activity Information Report for Lodging Tax Recipients

VII. **ADMINISTRATION**

Goldendale’s Contracting Officer for this work is Clint Baze, Mayor or his designee.

VIII. **BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

IX. **EXECUTION**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF GOLDENDALE

GOLDEN PHOENIX ASSEMBLY  
#158

By: \_\_\_\_\_  
Title: Mayor

By: *Jude Vance*  
Title: President

ATTEST:

By: \_\_\_\_\_  
City Clerk

ASSEMBLY Federal ID No:  
45-4000477

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

Address: 1103 S. Columbus  
Goldendale, WA 98620

Address: P. O. Box 995  
Goldendale, WA 98620

## GENERAL TERMS AND CONDITIONS

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### 1. DEFINITIONS

(a) GOLDENDALE

"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation.  
"ASSEMBLY" shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of *ASSEMBLY* for the performance of any part of the work.

### 2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in "Appendix A", and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party of the other except as expressly set forth and hereinabove written.

### 3. INDEPENDENT CONTRACTOR

In performing services under this Agreement *ASSEMBLY* shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the *ASSEMBLY's* activities will be at its own risk.

### 4. PROFESSIONAL CONDUCT

*ASSEMBLY* agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that herein. *ASSEMBLY* is hereby given notice that GOLDENDALE will be relying on the accuracy, competence, and completeness of *ASSEMBLY's* services hereunder in utilizing the results of such services.

### 5. INDEMINIFICATION

*ASSEMBLY* shall protect, hold free and harmless, defend, and pay on behalf of GOLDENDALE (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments (including attorneys' fees) resulting from injury or death, sustained by any person (including *ASSEMBLY's* employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with *ASSEMBLY's* performance of this Agreement. *ASSEMBLY's* hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *ASSEMBLY* (its agents or employees): except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of GOLDENDALE, its managers, directors, employees, and agents.

In any and all claims against GOLDENDALE by any employee of *ASSEMBLY*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the *ASSEMBLY* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT* SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY

UNDER SUCH ACTS. ASSEMBLY ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

**6. INSURANCE**

The *ASSEMBLY* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements: (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of its employees.

(b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000, aggregate of \$2,000,000

(c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming GOLDENDALE as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section. If so, ASSEMBLY shall have the right to cancel this agreement, in writing, within 30 days of the request.

*ASSEMBLY* shall deliver to GOLDENDALE, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by GOLDENDALE and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to GOLDENDALE prior to cancellation, termination, or alteration of said policies of insurance.

**7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES.**

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *ASSEMBLY* to GOLDENDALE for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *ASSEMBLY* prior to clarification by Goldendale shall be *ASSEMBLY's* risk.

**8. NONDISCLOSURE**

*ASSEMBLY* agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *ASSEMBLY* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *ASSEMBLY* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or nondisclosure with respect thereto. *ASSEMBLY* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *ASSEMBLY* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

**9. SUBCONTRACTS**

Any contract entered into by *ASSEMBLY* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *ASSEMBLY* or its insurer of its responsibilities under this Agreement.

## 10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

*ASSEMBLY* shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *ASSEMBLY* shall hold GOLDENDALE harmless as a result of any infractions thereof by it or any of its Subcontractors.

## 11. TERMINATION

(a) Either party, may, by written notice, terminate this Agreement in whole or in part any time, either for GOLDENDALE'S convenience or for the default of *ASSEMBLY*. Written notice must be provided ninety (90) days prior to the termination date. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *ASSEMBLY* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by GOLDENDALE, become the property of and be delivered to GOLDENDALE.

(b) If the termination is for the convenience of GOLDENDALE, an Agreement price shall be made by Agreement between *ASSEMBLY* and GOLDENDALE in the compensation to be paid *ASSEMBLY* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *ASSEMBLY* had not so failed, the termination shall be deemed to have been affected for the convenience of GOLDENDALE. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of GOLDENDALE provided in this Article are in addition to any other rights, and remedies provided by law or under this Agreement.

## 12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *ASSEMBLY* of the notification of change.

## 13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *ASSEMBLY* of responsibility for proper performance of the services.

## 14. AUDITS

The *ASSEMBLY* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to GOLDENDALE, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

**15. REPORTS AND RECORDS**

The ASSEMBLY shall provide reports submitted in the manner directed by GOLDENDALE. The ASSEMBLY shall maintain on file and have available to GOLDENDALE its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the ASSEMBLY in connection with any or all of the services furnished hereunder shall be the property of GOLDENDALE.

**16. NOTICES**

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other person as such party shall have designated for such purpose in a written notice.

- END

## APPENDIX A

### SCOPE OF WORK

Provide breakfast at Ekone Park for the athletes and workers for the Festival of Speed June 24-28. In addition, the ASSEMBLY will be ambassadors for Goldendale assisting with any questions about the Goldendale area.

**APPENDIX B-COMPENSATION, METHOD OF PAYMENT,  
REPORTING AND RECORD KEEPING**

COMPENSATION

Date:	Amount Due	Aggregate
July 31	\$ 500.00	\$ 500.00
TOTAL	\$ 500.00	

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the ASSEMBLY in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 26, 2015. This payment will be processed by the City Council at the first Monday council meeting on February 2, 2015).

REPORTING AND RECORD KEEPING

ASSEMBLY shall provide the City with reports that meet the requirements of RCW 67.28.1816 (2) (c). A copy of the report is attached as Exhibit C.

The ASSEMBLY shall maintain accounts and records which accurately reflect the revenue and costs for the scope of work described in Appendix A. These financial records and all records relating to the performance of this contract shall be available for City Inspection.

AGENDA BILL: I1

AGENDA TITLE: Revise 1<sup>st</sup> reading of the non-conforming use ordinance

DATE: April 20, 2015

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION  X

RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION  X

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**EXPLANATION:** After consultation with our attorney and a 2<sup>nd</sup> meeting with the ordinance committee, the ordinance committee is revising its recommendation on the 1<sup>st</sup> reading of the recommended changes to the non-conforming use code, chapter 17.56.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION: I MOVE TO TERMINATE FURTHER CONSIDERATION OF THE 1<sup>ST</sup> READING OF THE NON-CONFORMING USE CODE REVISIONS THAT OCCURRED AT THE APRIL 6, 2015 GOLDENDALE CITY COUNCIL MEETING AND FURTHER I MOVE TO ACCEPT THE REVISED LANGUAGE PRESENTED HERE FOR IT'S 1<sup>ST</sup> READING.**

**Chapter 17.56**  
**NONCONFORMING USES, LOTS, AND STRUCTURES**

Sections:

- [17.56.010](#) Purpose.
- [17.56.020](#) Abatement or termination.
- [17.56.030](#) Enlargement.
- [17.56.040](#) Repairs, maintenance and safety.
- [17.56.050](#) Unlawful uses not authorized--Special exceptions.
- [17.56.060](#) Prior approval.

**17.56.010 Purpose.**  [SHARE](#)

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It is the purpose of the council to provide regulatory mechanics for nonconforming uses as found and determined to be reasonable and equitable in many jurisdictions. This policy is pursued in order that nonconforming uses in existence at the time of adoption of the ordinance codified herein, or amendments thereto, shall be brought to conformity or amortized and removed within such periods of time as are compatible with justice to the owners of properties affected and with the interests of the safety, health and general welfare of the city. (Ord. 1438 §2(part), 2014)

**17.56.020 Abatement or termination.**  [SHARE](#)

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- A. A nonconforming use if changed to a conforming use may not thereafter be changed back to a nonconforming use.
- B. A nonconforming use, when discontinued or abandoned for a period of ~~twelve~~six consecutive calendar months, shall not be resumed.
- C. The land from which any nonconforming structure has been removed shall be subsequently used in conformity with the appropriate district regulations.
- D. A nonconforming structure if destroyed, damaged or has incurred a loss equal to or greater than seventy-five percent of its assessed or appraised value shall thereafter conform to the provisions of this title.

E. A nonconforming structure which has been damaged or incurred a loss less than seventy-five percent shall have no more than ~~twelve-six~~ months in which to resume activity or rebuild or the nonconformance shall be considered to be terminated and shall not be resumed. (Ord. 1438 §2(part), 2014)

#### **17.56.030 Enlargement.**

A. The enlargement of a nonconforming use ~~building shall not be allowed to any portion of an existing building, which portion was designed and built for such nonconforming use prior to the passage of the ordinance codified in this title may be permitted, provided no structural alterations are made;~~

B. A building designed and built for, or devoted to, a nonconforming use at the time of the passage of the ordinance codified herein may not be enlarged or structurally altered unless the use of such building is changed to a conforming use, ~~or when such enlargement is permitted by variance in case of evident hardship;~~ and

C. Moving of a nonconforming use to contiguous lots is prohibited. (Ord. 1438 §2(part), 2014)

#### **17.56.040 Repairs, maintenance and safety.**

Repairs and maintenance work may be undertaken on a nonconforming structure to the extent that such repair and maintenance does not exceed ~~ten-twenty-five (25)~~ percent of the assessed value of the structure within a period of twelve consecutive months.

Nothing shall prevent the city from requiring repairs on any nonconforming structure to protect the public health and safety. Maintenance work and repair on a nonconforming structure shall conform to all revisions, modifications and amendments to the city building codes. (Ord. 1438 §2(part), 2014)

#### **17.56.050 Unlawful uses not authorized--Special exceptions.**

Nothing in this title shall be interpreted as authorization for, or approval of, the continuance of, nor the allowing of a special permit, exception or variance for the use of a structure or premises in violation of the zoning regulations in effect at the time of the effective date of the ordinance codified in this title. Any use existing at the time of adoption of the ordinance codified herein which is within the scope of uses permitted by

conditional exception or accessory exception in the use district in which the property is situated shall be deemed a conforming use without necessity of any action by the board of adjustment. (Ord. 1438 §2(part), 2014)

**17.56.060 Prior approval.** 

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Nothing in this title shall be deemed to require any change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the adoption of the ordinance codified in this title and upon which building actual construction has been diligently carried on. (Ord. 1438 §2(part), 2014)