

**GOLDENDALE CITY COUNCIL  
REGULAR MEETING  
NOVEMBER 16, 2015  
7:00PM**

- A. Call to Order
  - 1. Pledge of Allegiance
- B. Roll Call
- C. Public Hearing
  - 1. 2016 Budget
  - 2. 2016 Revenue Sources
- D. Agenda
  - 1. Approval of Agenda
  - 2. Consent Agenda
    - a. Approval of Minutes
    - b. Claims
    - c. Payroll
    - d. Other
- E. Presentations
- F. Department Reports
- G. Council Business
  - 1. Little League Agreement
  - 2. Central Klickitat Conservation District Mitigation
  - 3. Grant Agreement for LED Street Light Replacement
- H. Resolutions
  - 1. Regular Tax Levy for 2016 Budget
  - 2. Tourism Awards
  - 3. Supporting and Recognizing Law Enforcement Officers
- I. Ordinances
- J. Report of Officers and City Administrator
- K. Public Comment
- L. Executive Session
- M. Adjournment

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

**A special session is scheduled for November 30, 2016 to interview persons interested in filling the open council member position. Letters of interest are available in your council mailbox.**

**AGENDA TITLE: CONSENT AGENDA**

**DATE: NOVEMBER 16, 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 November 2, 2015 regular council meeting, second pay period October checks #45207-45248, 900544-900546 in the amount of \$103,751.18, November 16, 2015 claims checks #45205-45206, 45249-45302, 900547-900551 in the amount of \$658,475.84.

**FISCAL IMPACT:**

Payroll checks in the amount of \$103,751.18, claims checks in the amount of \$658,475.84.

**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  
NOVEMBER 2, 2015  
7:00PM**

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

**ROLLCALL**

**PRESENT:** Council Member Lucille Bevis  
Mayor Michael Canon  
Council Member Len Crawford  
Council Member Andy Halm  
Council Member Gary Hoctor  
Council Member Deanna Luth  
Council Member Guy Theriault

**STAFF:** City Administrator Larry Bellamy  
Clerk-Treasurer Connie Byers  
Public Works Director Karl Enyeart  
Assistant Fire Chief Steven Randall  
Finance/Administrative II Sandy Wells  
Police Chief Reggie Bartkowski  
Youth Liaison Hanna Hoffman

**ABSENT:** None

**AGENDA AND CONSENT AGENDA**

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

**AYES:** Council Member Lucille Bevis  
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 6-0.**

## **DEPARTMENT REPORTS**

Reggie reported on Halloween and that they have a suspect for the bike thief's in the area. Also Michael Stelljes has returned from his certification training.

Karl reported on the 3rd and King and LKR Sewer Project.

Steve reported that tonight the Fire Department is being trained on the new air system.

Hanna reported on the can food drive.

## **COUNCIL BUSINESS**

### Preliminary Budget and Budget Message for 2016

Larry presented a balanced budget to council. Copies will be available to the public on November 11h.

### Event Committee Recommendation for Funding 2016 Tourism Events

Larry presented the recommendation of recipients from the Events Committee for the tourism funds available for 2016.

It was moved by Council Member Guy Theriault, seconded by Council Member Deanna Luth, to adopt the recommendation of the Event Committee and to direct the preparation of a resolution adopting their recommendation.

**AYES:** Council Member Lucille Bevis  
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 6-0.

## **REPORT OF OFFICERS AND CITY ADMINISTRATOR**

Lucille reminded everyone of the Veterans Parade on the 11th.

Deanna voiced her opinion about her and Guy not being able to sit in the audience while the council interviews the applicants for the vacant council position. The Council concurred that Deanna and Guy can attend the meeting in the audience.

Mayor Canon reported that he and Larry and a meeting with the Hensrude Group which is the new owner of the Golden Dispensary.

Larry reported that this week the WA State Fire and Rating Bureau will be doing a survey at the Fire Department. The Citizen Review Board/Board of Adjustment will be meeting on Thursday at 6:30. The Budget Committee will meet on the 23rd of November.

**PUBLIC COMMENT**

Terry Luth stated his opinion on the two council members that are not going to vote on the vacant council position.

Carmen Knopes reminded people how important it is to stop in both directions for the bus paddles.

Paulette Holbrook thanked the council for the money for the Farmers Market signs.

**ADJOURNMENT**

It was moved by Council Member Guy Theriault, seconded by Council Member Deanna Luth, to adjourn the meeting.

**AYES:** Council Member Lucille Bevis  
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 6-0.

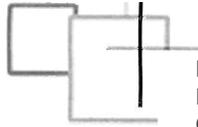
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Michael A Canon, Mayor

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Connie Byers, Clerk-Treasurer

# Register



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

Number		ring Date	
<b>Columbia State Bank</b>	<b>20016310</b>		
<b>Check</b>			
45205	Klickitat Co Auditor	10/29/2015	\$148.00
45206	Klickitat Co Auditor	11/2/2015	\$74.00
45249	WA ST Dept Nat Resources	11/4/2015	\$489.00
45250	Goldendale, City of	11/16/2015	\$2,160.99
45251	Allyns Building Center	11/16/2015	\$862.00
45252	Anatek Labs Inc	11/16/2015	\$90.00
45253	Aramark Uniform Serv Inc	11/16/2015	\$277.02
45254	Bishop Sanitation Inc	11/16/2015	\$322.98
45255	Blumenthal Uniforms & Equipment	11/16/2015	\$396.74
45256	Bohn's Printing	11/16/2015	\$310.15
45257	Bryant Pipe & Supply Inc	11/16/2015	\$1,419.41
45258	Carquest Auto Parts	11/16/2015	\$1,047.18
45259	Central Klickitat Conservation Dist	11/16/2015	\$62.95
45260	Coldwell Banker	11/16/2015	\$222.06
45261	Dynacco	11/16/2015	\$187.75
45262	Fasteners	11/16/2015	\$764.86
45263	Ferguson Enterprises Inc #3001	11/16/2015	\$9,599.36
45264	G & L Construction	11/16/2015	\$48.38
45265	General Store	11/16/2015	\$3.80
45266	Goldendale Auto Supply	11/16/2015	\$540.03
45267	Goldendale Sentinel	11/16/2015	\$348.00
45268	Goldendale Tire Center	11/16/2015	\$1,166.25
45269	Goldendale, City of	11/16/2015	\$25,129.32
45270	Gorge Technology Corp	11/16/2015	\$1,892.75
45271	Hach Company	11/16/2015	\$268.54
45272	Holcombs Market	11/16/2015	\$165.56
45273	Home Depot	11/16/2015	\$112.98
45274	IBS Incorporated	11/16/2015	\$107.71
45275	Industrial Hearing Service Inc	11/16/2015	\$585.00
45276	Infinium Engineering & Consulting Inc	11/16/2015	\$550.00
45277	James R Ogden, OD	11/16/2015	\$73.50
45278	Jesse Byron	11/16/2015	\$31.03
45279	JP Cooke CO Klickitat Co	11/16/2015	\$61.34
45280	Auditor Klickitat CO	11/16/2015	\$75.00
45281	Health Dept Klickitat CO	11/16/2015	\$120.00
45282	Public Works	11/16/2015	\$1,588.60

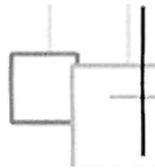
Number	Name	Print Date	Clearing Date	Amount
45283	Klickitat County Title CO	11/16/2015		\$247.25
45284	Les Schwab Tire Center	11/16/2015		\$5.51
45285	Marlin Business Bank	11/16/2015		\$467.10
45286	McCredy Company, The	11/16/2015		\$72.73
45287	Menke Jackson Beyer LLP	11/16/2015		\$3,226.26
45288	Mid-Columbia Heat/Refrig	11/16/2015		\$461.18
45289	North Central Laboratories	11/16/2015		\$205.28
45290	One Call Concepts Inc	11/16/2015		\$25.68
45291	Optimist Printers	11/16/2015		\$1,136.38
45292	Penny Dyche	11/16/2015		\$33.90
45293	Pioneer Surveying & Engineering Inc	11/16/2015		\$52,712.17
45294	POW Contracting	11/16/2015		\$497,461.99
45295	Quill Corporation	11/16/2015		\$365.02
45296	Security Lock & Key	11/16/2015		\$109.65
45297	Shell	11/16/2015		\$4,003.02
45298	Stewart Title Company	11/16/2015		\$120.65
45299	US Bank	11/16/2015		\$2,400.11
45300	US Cellular	11/16/2015		\$1,077.00
45301	WA ST Dept Nat Rescources	11/16/2015		\$17.20
45302	WA St Dept of Ecology	11/16/2015		\$42,251.32
900547	HSA Bank Employee Plan Funding	11/16/2015		\$20.25
900548	Invoice Cloud	11/16/2015		\$109.40
900549	Merchant Card Services	11/16/2015		\$46.39
900550	Sage Payment Solutions	11/16/2015		\$509.96
900551	Sage Payment Solutions	11/16/2015		\$88.20
		Total	Check	\$658,475.84
		Total	20016310	\$658,475.84
		Grand Total		\$658,475.84

**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 45205 through 45206, 45249-45302, 900547- 900551 in the amount of \$658,475.84, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this **11** day of November, 2015.

  
Clerk-Treasurer



# Register Activity

Fiscal: 2015

Period: 2015 - Nov 2015

Council Date: 2015- Nov 2015- Second Council Nov 2015, 2015- Nov 2015 - First Council Nov 2015

Reference Number:	Date	Account	Amount	Description
45205	10/29/2015 9:41:05 AM	Klickitat Co Auditor	\$148.00	
			\$148.00	Release of Liens
45206	11/2/2015 2:01:08 PM	Klickitat Co Auditor	\$74.00	
			\$74.00	Release of Lien
45249	11/4/2015 10:11:39 AM	WA ST Dept Nat Resources	\$489.00	
			\$489.00	Burn Permit
45250	2015-66	Goldendale, City of	\$2,160.99	
	11/10/2015 12:46:05 PM		\$125.49	Bulk Water
			\$2,035.50	Water/Sewer
45251		Allyns Building Center	\$862.00	
202755	10/1/2015		\$8.87	Poly Tube
203081	10/6/2015		\$2.34	Adapter
203187	10/8/2015		\$12.67	Pouch Bucket Pocket
203196	10/8/2015		\$56.05	Cement, Pipe Cleaner, Tee...
203200	10/8/2015		\$4.28	Bushing
203225	10/8/2015		\$22.73	Elbow, Coupling
203284	10/9/2015		\$7.42	Carriage, Coupling
203301	10/9/2015		\$8.59	Bulb
203434	10/12/2015		\$34.48	Screw Guide, Adapter, Bit Set
203435	10/12/2015		\$6.93	Deodorizer
203449	10/12/2015		\$28.61	Carflex Kit, Strap, Washer
203473	10/12/2015		\$15.34	Hole Saw, Drill, Seal
203531	10/13/2015		\$6.44	Rebar Tiewire
203580	10/14/2015		\$14.80	Coupling, Battery
203669	10/15/2015		\$21.48	Fuse
203879	10/19/2015		\$468.70	Utility Pole
203931	10/19/2015		\$20.86	Nipple, Coupling
203997	10/20/2015		\$6.44	Roller Cover
204037	10/21/2015		\$3.43	Concrete Mix
204081	10/21/2015		\$16.11	Straight Snip
204082	10/21/2015		\$5.35	Strap, Hanger Iron
204375	10/27/2015		\$18.83	Key
204545	10/29/2015		\$47.75	Hose, Connector, Coupling...

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Reference Number: 45251  
204688

Reference Number: 45252  
23364

Reference Number: 45253  
861992518  
861992520  
861992522  
862003797  
862003800  
862003802  
862015004  
862015006  
862015008  
862026201  
862026204  
862026206

Reference Number: 45254  
44665  
44715  
44831

Reference Number: 45255  
4244439  
4244441  
4244442

Reference Number: 45256  
44831.1  
44832

Reference Number: 45257  
85642A  
85643A

Reference Number: 45258  
4993-302797  
4993-302887  
4993-303211  
4993-303297  
4993-303369  
4993-303552

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Allyns Building Center  
10/31/2015

Anatek Labs Inc  
10/12/2015

Aramark Uniform Serv Inc  
10/7/2015  
10/7/2015  
10/7/2015  
10/14/2015  
10/14/2015  
10/14/2015  
10/21/2015  
10/21/2015  
10/21/2015  
10/21/2015  
10/28/2015  
10/28/2015  
10/28/2015

Bishop Sanitation Inc  
10/28/2015  
10/28/2015  
11/4/2015

Blumenthal Uniforms & Equipment  
10/19/2015  
10/19/2015  
10/19/2015

Bohn's Printing  
10/27/2015  
10/27/2015

Bryant Pipe & Supply Inc  
10/13/2015  
10/22/2015

Carquest Auto Parts  
10/1/2015  
10/1/2015  
10/4/2015  
10/5/2015  
10/6/2015  
10/7/2015

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\$862.00  
\$23.50 Couplings

\$90.00  
\$90.00 Testing Service

\$277.02  
\$27.04 Cleaning Service  
\$25.98 Cleaning Service  
\$14.21 Cleaning Service  
\$33.37 Cleaning Service  
\$26.79 Cleaning Service  
\$14.21 Cleaning Service  
\$27.84 Cleaning Service  
\$27.00 Cleaning Service  
\$14.21 Cleaning Service  
\$27.04 Cleaning Service  
\$25.12 Cleaning Service  
\$14.21 Cleaning Service

\$322.98  
\$240.00 Ekone Park  
\$67.50 Airport  
\$15.48 Ekone Park

\$396.74  
\$9.68 Chevron  
\$351.26 Belt, Sweatshirt, Name Heat Press....  
\$35.80 Insignia

\$310.15  
\$283.45 Copier Count!CH  
\$26.70 Copier Count!PD

\$1,419.41  
\$376.20 1-25-04  
\$1,043.21 1-25-04, Nipple

\$1,047.18  
\$4.99 Red Lens  
(\$31.35) Credit  
\$10.81 50/50 AF  
\$113.29 UPS  
\$14.93 Shrink Tubing, Connector  
\$5.36 Hose

Ref #	PU	PU:	amt	Note
Reference Number: 45258		Carquest Auto Parts	\$1,047.18	
<u>4993-303650</u>		10/8/2015	\$2.02	Plug
<u>4993-303651</u>		10/8/2015	\$8.08	Cleaner, Filter
<u>4993-303686</u>		10/8/2015	\$13.96	Adhesive
<u>4993-304350</u>		10/13/2015	\$36.68	Wiper Blade, Ignition Lock Cyl
<u>4993-304482</u>		10/14/2015	\$7.62	Filters
<u>4993-304651</u>		10/16/2015	\$28.96	Bearing
<u>4993-304683</u>		10/16/2015	(\$6.43)	Credit
<u>4993-305030</u>		10/20/2015	\$21.49	Wrench Set
<u>4993-305069</u>		10/20/2015	\$19.33	Wiper Blade
<u>4993-305171</u>		10/21/2015	\$89.23	Tie Down Strap
<u>4993-305177</u>		10/21/2015	\$18.11	Car Wash
<u>4993-305282</u>		10/22/2015	\$217.77	Alternator
<u>4993-305908</u>		10/28/2015	\$208.00	Radiator
<u>4993-305909</u>		10/28/2015	\$75.66	CQ Extended Life
<u>4993-305924</u>		10/28/2015	\$17.06	Lamp Lens, Fuel Filter
<u>4993-305946</u>		10/28/2015	\$9.69	Oil Cooler Line
<u>4993-306Q51</u>		10/29/2015	\$26.21	Filters
<u>4993-306175</u>		10/30/2015	\$27.76	Filter
<u>4993-306195</u>		10/30/2015	\$68.07	Lamps
<u>4993-306262</u>		10/30/2015	\$15.47	Brake Fluid
<u>4993-306299</u>		10/30/2015	\$24.41	Oil Absorbent, Screw
Reference Number: 45259		Central Klickitat Conservation Dist	\$62.95	
1371		11/4/2015	\$62.95	LKR Temperature Monitoring
Reference Number: 45260		Coldwell Banker	\$222.06	
Invoice- 11/10/2015 11:47:38 AM		11/10/2015	\$222.06	Account Closed/Oiler
Reference Number: 45261		Dynacco	\$187.75	
151354		9/18/2015	\$187.75	Pop-Ups
Reference Number: 45262		Fasteners	\$764.86	
<u>S4202322.001.1</u>		3/4/2015	\$101.68	Cap Screw, Hex Nut
<u>S4204308.001</u>		3/5/2015	\$442.93	Cap Screw, Hex Nut
<u>S4263881.001.1</u>		5/5/2015	\$220.25	Spray Paint
Reference Number: 45263		Ferguson Enterprises Inc #3001	\$9,599.36	
487125		10/28/2015	\$7,924.90	Pipe
488061		10/21/2015	\$402.51	Tee, Ell
488070		10/27/2015	\$1,271.95	Supplies
Reference Number: 45264		G & L Construction	\$48.38	
18098		9/1/2015	\$48.38	309 Brashear Way

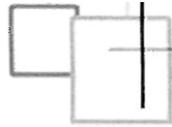
Reference	Date	Amount	Notes
Reference Number: 45265 391810	General Store 10/19/2015	\$3.80 \$3.80	Batteries
Reference Number: 45266 295754 295833 295834 295913 295915 296031 296167 296295 296434 296476 296545	Goldendale Auto Supply 10/12/2015 10/13/2015 10/13/2015 10/13/2015 10/13/2015 10/15/2015 10/16/2015 10/19/2015 10/21/2015 10/21/2015 10/22/2015	\$540.03 \$18.26 \$97.74 \$26.58 \$9.93 \$5.68 \$11.37 \$42.44 \$31.48 \$284.66 \$2.92 \$8.97	Glove Water Pump, Serpentine Belt Ptex Right Stuff Nut Bolt Nut Bolt Nut Bolt Oil Seal Ratchet Control Arm Assembly Tailamp Engine Degreaser
Reference Number: 45267 141051 141514 141515	Goldendale Sentinel 8/31/2015 10/28/2015 10/28/2015	\$348.00 \$200.00 \$60.00 \$88.00	Lateral Police Officer Council Member Vacancy DNS/SEPA
Reference Number: 45268 283758 283996 284067	Goldendale Tire Center 10/16/2015 10/23/2015 10/15/2015	\$1,166.25 \$128.93 \$80.57 \$956.75	Tire Repair Alignment Track 12" Camoplast
Reference Number: 45269 <u>Invoice - 11/10/2015 2:17:13 PM</u> <u>Invoice- 11/10/2015 2:18:08 PM</u>	Goldendale, City of 11/10/2015 11/10/2015	\$25,129.32 \$11,792.71 \$13,336.61	POW Retainage/3rd and King POW Retainage/LKR Sewer Project
Reference Number: 45270 190	Gorge Technology Corp 11/5/2015	\$1,892.75 \$1,892.75	Technology Consulting
Reference Number: 45271 9642203	Hach Company 10/27/2015	\$268.54 \$268.54	Chemicals
Reference Number: 45272 0010854910 0020842513 0020842613 0030381011 0030733709 0030759509 0030925414 0030935908	Holcombs Market 10/27/2015 10/26/2015 10/26/2015 10/7/2015 10/20/2015 10/21/2015 10/27/2015 10/28/2015	\$165.56 \$5.79 \$14.69 \$6.99 \$25.05 \$7.29 \$27.88 \$23.96 \$17.97	Supplies Wellness Screening Snacks Wellness Screening Snacks Paper Plates, Forks, Water Scrubber Coffee, Water Water Water

Reference Number: 45272 0030940609	Holcombs Market 10/28/2015	\$165.56 \$35.94 Water
Reference Number: 45273 3021144	Home Depot 10/8/2015	\$112.98 \$112.98 Fitting, Bushing, P-Trap...
Reference Number: 45274 601925-1	IBS Incorporated 11/5/2015	\$107.71 \$107.71 Locking Grease
Reference Number: 45275 15694	Industrial Hearing Service Inc 10/28/2015	\$585.00 \$585.00 Hearing Testing
Reference Number: 45276 444	Infinium Engineering & Consulting Inc 11/1/2015	\$550.00 \$550.00 Engineering Service
Reference Number: 45277 Invoice - 11/10/2015 3:04:57 PM	James R Ogden, OD 11/4/2015	\$73.50 \$73.50 Adam Halm/Fire Mask Insert Lenses
Reference Number: 45278 Invoice- 11/10/2015 3:08:06 PM	Jesse Byron 11/10/2015	\$31.03 \$31.03 Account Closed
Reference Number: 45279 365939	JP Cooke CO 11/3/2015	\$61.34 \$61.34 Dog Tags
Reference Number: 45280 15-3152	Klickitat Co Auditor 9/3/2015	\$75.00 \$75.00 Easement Recorded
Reference Number: 45281 26076	Klickitat CO Health Dept 10/14/2015	\$120.00 \$120.00 Testing Service
Reference Number: 45282 Invoice- 11/10/2015 3:10:48 PM	Klickitat CO Public Works 11/10/2015	\$1,588.60 \$1,588.60 Bridge Inspection
Reference Number: 45283 10344	Klickitat County Title CO 11/2/2015	\$247.25 \$247.25 Knopes
Reference Number: 45284 34800090547.1	Les Schwab Tire Center 11/10/2015	\$5.51 \$5.51 Repair
Reference Number: 45285 Invoice - 11/10/2015 3:12:39 PM	Marlin Business Bank 11/10/2015	\$467.10 \$467.10 Copier Leases
Reference Number: 45286 306928	McCredy Company, The 10/19/2015	\$72.73 \$38.59 Batteries

Reference Number	Company Name	Date	Amount	Description
Reference Number: 45286 306933	McCredy Company, The	10/22/2015	\$72.73	
			\$34.14	Keys, Cables
Reference Number: 45287 <u>Invoice - 11/10/2015 3:38:41 PM</u> Invoice- 11/10/2015 3:42:07 PM	Menke Jackson Beyer LLP	11/10/2015	\$3,226.26	
			\$2,774.40	Account 044
			\$451.86	Account 136
Reference Number: 45288 2015-0267	Mid-Columbia HeaURefrig	11/3/2015	\$461.18	
			\$461.18	Heating Service
Reference Number: 45289 363189	North Central Laboratories	10/21/2015	\$205.28	
			\$205.28	Gloves
Reference Number: 45290 5109065	One Call Concepts Inc	10/31/2015	\$25.68	
			\$25.68	Utility Notification
Reference Number: 45291 31293 31294 31295 31300 31301 31302 31303 31474	Optimist Printers	10/31/2015 10/31/2015 10/31/2015 10/31/2015 10/31/2015 10/31/2015 10/31/2015 10/31/2015	\$1,136.38 \$225.00 \$206.00 \$239.00 \$40.00 \$40.00 \$40.00 \$40.00 \$306.38	Letterhead Envelopes Bus Card Stock Run Bus Cards/Bartkowski Bus Cards/Lucatero Bus Cards/Smith Bus Cards/Stelljes Envelopes
Reference Number: 45292 Invoice- 11/10/2015 3:52:21 PM	Penny Dyche	11/10/2015	\$33.90	
			\$33.90	Account Closed
Reference Number: 45293 16 14-904 31 12-905	Pioneer Surveying & Engineering Inc	10/27/2015 10/27/2015	\$52,712.17 \$25,543.50 \$27,168.67	3rd and King LKR
Reference Number: 45294 <u>Invoice- 11/10/2015 4:02:08 PM</u> Invoice- 11/10/2015 4:02:47 PM	POW Contracting	11/10/2015 11/10/2015	\$497,461.99 \$224,061.57 \$273,400.42	3rd and King LKR Project
Reference Number: 45295 8539997 8816260 8857756 8897283	Quill Corporation	10/8/2015 10/19/2015 10/20/2015 10/21/2015	\$365.02 \$78.34 \$37.60 \$214.07 \$35.01	Ink Cartridge Letter Size Sheet Divider, Laminating Pouch.... Message Dater

Reference	Date	Affount	Notes
Reference Number: 45296 498103	Security Lock & Key 11/9/2015	\$109.65 \$109.65	Lock Repair
Reference Number: 45297 79263448510	Shell 10/26/2015	\$4,003.02 \$4,003.02	Fuel
Reference Number: 45298 Invoice- 11/10/2015 4:07:56 PM	Stewart Title Company 11/10/2015	\$120.65 \$120.65	Refund Recording Fees Paid Twice
Reference Number: 45299 Invoice- 11/10/2015 4:09:09 PM	US Bank 11/10/2015	\$2,400.11 \$2,400.11	VISA Payment
Reference Number: 45300 107893328	US Cellular 10/24/2015	\$1,077.00 \$1,077.00	Cell Phones
Reference Number: 45301 0009105491	WA ST Dept Nat Resources 10/23/2015	\$17.20 \$17.20	Forest Land Assessment
Reference Number: 45302 L0100021#23	WASt Dept of Ecology 11/10/2015	\$42,251.32 \$42,251.32	L0100021 Loan
Reference Number: 900547 Invoice- 11/10/2015 12:56:07 PM	HSA Bank Employee Plan Funding 11/10/2015	\$20.25 \$20.25	Service Fee
Reference Number: 900548 359-2015 10	Invoice Cloud 10/31/2015	\$109.40 \$109.40	Biller Portal Fee
Reference Number: 900549 Invoice - 11/10/2015 3:42:46 PM	Merchant Card Services 11/10/2015	\$46.39 \$46.39	Visa Fee/Admin
Reference Number: 900550 Invoice- 11/10/2015 3:56:37 PM	Sage Payment Solutions 11/10/2015	\$509.96 \$509.96	Visa Fee
Reference Number: 900551 Invoice- 11/10/2015 3:59:06 PM	Sage Payment Solutions 11/10/2015	\$88.20 \$88.20	ACH Fee

# Register



...	Name	Fiscal Description	Clear	Amount
45207	Bartkowski, Reggie	2015- Oct 2015 - Second Council Oct 2015		\$2,679.05
45208	Bellamy, Larry D	2015- Oct 2015- Second Council Oct 2015		\$2,650.09
45209	Berkshire, Stan	2015- Oct 2015- Second Council Oct 2015		\$1,732.88
45210	Bevis, Lucille A	2015- Oct 2015- Second Council Oct 2015		\$46.01
45211	Bowen, Jeremy J	2015 - Oct 2015- Second Council Oct 2015		\$1,377.02
45212	Byers, Connie L	2015 - Oct 2015 - Second Council Oct 2015		\$1,733.11
45213	Canon, Michael A	2015 - Oct 2015 - Second Council Oct 2015		\$446.73
45214	Casey, Brian P	2015 - Oct 2015 - Second Council Oct 2015		\$1,328.92
45215	Cooke, Robert C	2015 - Oct 2015 - Second Council Oct 2015		\$1,886.53
45216	Crawford, Leonard C	2015- Oct 2015- Second Council Oct 2015		\$46.01
45217	Dyment, Kevin	2015- Oct 2015- Second Council Oct 2015		\$1,802.15
45218	Enyeart, Karl A	2015 - Oct 2015 - Second Council Oct 2015		\$2,539.14
45219	Fitzgibbons, Thomas R	2015 - Oct 2015 - Second Council Oct 2015		\$466.61
45220	Frantum, Douglas	2015- Oct 2015- Second Council Oct 2015		\$1,313.86
45221	Garcia, Juan C	2015- Oct 2015- Second Council Oct 2015		\$1,103.84
45222	Grimes, Karen M	2015- Oct 2015- Second Council Oct 2015		\$1,297.24
45223	Halm, Andrew J	2015 - Oct 2015 - Second Council Oct 2015		\$46.01
45224	Halm, Noah M	2015- Oct 2015- Second Council Oct 2015		\$317.17
45225	Hoctor, Gary Robert	2015 - Oct 2015 - Second Council Oct 2015		\$46.01
45226	Hunziker, Jay Allen	2015 - Oct 2015 - Second Council Oct 2015		\$2,544.90
45227	Hutchins, Maria P	2015- Oct 2015- Second Council Oct 2015		\$1,508.21
45228	Isler, Jay W	2015- Oct 2015- Second Council Oct 2015		\$1,414.10
45229	Lucatero, Leo B	2015- Oct 2015- Second Council Oct 2015		\$1,960.36
45230	Luth, Deanna L	2015 - Oct 2015- Second Council Oct 2015		\$46.01
45231	O'Connor, Andrew F	2015 - Oct 2015 - Second Council Oct 2015		\$1,936.96
45232	Oswalt, Bert F	2015- Oct 2015- Second Council Oct 2015		\$1,941.44
45233	Perez, Benjamin A	2015 - Oct 2015 - Second Council Oct 2015		\$909.35
45234	Pineda, Eric M	2015 - Oct 2015 - Second Council Oct 2015		\$27.91
45235	Randall, Steven A	2015- Oct 2015- Second Council Oct 2015		\$204.84
45236	Shelton, Kelsey A	2015 - Oct 2015 - Second Council Oct 2015		\$1,337.28
45237	Smith, Michael L	2015- Oct 2015- Second Council Oct 2015		\$2,040.87
45238	Stelljes, Michael S	2015 - Oct 2015 - Second Council Oct 2015		\$1,420.51
45239	Sullivan, Donald L	2015 - Oct 2015- Second Council Oct 2015		\$55.82
45240	Therault, Guy R	2015- Oct 2015 - Second Council Oct 2015		\$46.01
45241	Thompson, Robert L	2015- Oct 2015 - Second Council Oct 2015		\$1,357.92
45242	Wells, Sandy R	2015 - Oct 2015 - Second Council Oct 2015		\$1,125.48
45243	American Family Life	2015 - Oct 2015 - Second Council Oct 2015		\$367.65
45244	AWC Benefit Trust	2015- Oct 2015- Second Council Oct 2015		\$33,939.03
45245	Dept of Labor & Industries	2015- Oct 2015- Second Council Oct 2015		\$2,673.80

		iscal Descripti	
45246	Employment Security	2015- Oct 2015- Second Council	Oct 2015 \$117.39
45247	ICMA Retirement Trust (Plan 302195)	2015 - Oct 2015 - Second Council	Oct 2015 \$112.50
45248	Washington State Support Registry	2015- Oct 2015- Second Council	Oct 2015 \$27.91
900544	City of Goldendale	2015 - Oct 2015 - Second Council	Oct 2015 \$14,571.97
900545	Deferred Comp Program	2015 - Oct 2015 - Second Council	Oct 2015 \$80.00
900546	Dept of Retirement	2015 - Oct 2015 - Second Council	Oct 2015 \$9,124.58
			<b>\$103,751.18</b>

AGENDA BILL: G1

AGENDA TITLE: LITTLE LEAGUE AGREEMENT

DATE: NOVEMBER 16, 2015

ACTION REQUIRED:

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

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EXPLANATION:

See attached memo from Karl Enyeart

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE ATTACHED PURCHASE AND SALE AGREEMENT AND MEMORANDUM OF UNDERSTANDING WITH GOLDENDALE LITTLE LEAGUE FOR ACQUISITION OF THEIR PROPERTY.

# Memo

To: Mayor and Council  
From: Karl Enyeart, PE, Public Works Director  
CC: Larry Bellamy, City Administrator  
Date: 11/16/2015  
Re: Purchase and sale agreement for the acquisition of the Goldendale Little League property adjacent to Ekone Park

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Attached are:

- Purchase and Sale Agreement
- Memorandum of Understanding

Staff has been in talks with the Goldendale Little League (GLL) for over a year regarding acquisition of the property owned by GLL next to Ekone Park. GLL has expressed interest in transferring ownership due to the inability of year round maintenance to the grounds. These agreements would still allow GLL use of the property during the baseball season with the City owning and maintaining the property. This will improve the aesthetics of the area. Eventually the plan is to fully irrigate the baseball fields and improve parking by adding asphalt grindings as street projects and funding allow.

I recommend approval of this purchase and sale agreement and memorandum of understanding with Goldendale Little League for acquisition of the property.

# REAL ESTATE PURCHASE & SALE AGREEMENT

## PARTIES:

SELLERS: GOLDENDALE LITTLE LEAGUE, a Non-Profit Corporation  

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Goldendale, WA 98620  
(hereinafter referred to as "The Little League")

PURCHASERS: CITY OF GOLDENDALE, a Municipal Corporation  
1103 South Columbus  
Goldendale, WA 98620  
(hereinafter referred to as "City")

DATE: November, 16, 2015.

## RECITALS:

A. The Little League is the owner of certain real property in Klickitat County, Washington, and more particularly described on *Exhibit "A"* attached hereto and hereby incorporated by reference (the "Real Property" herein).

B. The City desires to purchase the Real Property.

IN CONSIDERATION of the covenants herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. AGREEMENT TO SELL/PURCHASE; DESCRIPTION OF PROPERTY:

Subject to the terms of this agreement, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Real Property defined as follows:

- 1.1. Real Property: "Real Property" shall mean the land, together with easements, rights of way, privileges and benefits appurtenant thereto, more fully described on Exhibit "A," including miscellaneous contents thereof of nominal or no value. The parties authorize the Closing Agent to correct and conform the legal description to the legal description identified on the preliminary commitment for title insurance ("title report"

herein). The Real Property also includes any improvements located on the Real Property.

- 1.1. **Water Rights**: The Real Property shall also include any water and water rights, whether riparian, appropriative or otherwise, appurtenant to the Real Property.
2. **PURCHASE PRICE; PAYMENT**: The purchase price for the Real Property shall be Ten Dollars (\$10.00) and other good and valuable consideration.
3. **CONTINGENCIES**:
  - 3.1 The obligations of the Little League and the City under this Agreement are expressly conditioned on the Execution of the Agreement between the City of Goldendale and Goldendale Little League for Operation of the Baseball Fields, in substantially the form attached hereto as *Exhibit "B"*.
  - 3.2 Obligations of the City under this agreement are expressly conditioned upon approval by the City Council of the City of Goldendale of those obligations at an open public meeting in accordance with applicable law.
4. **CONDITION OF TITLE AND TITLE INSURANCE; AND SURVEY; SUBDIVISION**:
  - 4.1 The status of The Little League's title will be shown in a Title Report for a standard owner's coverage title insurance policy issued by Klickitat County Title Insurance Company, which Title Report will be ordered by The Little League within five days after mutual acceptance of this agreement. The City will pay the cost for such policy. Said Title Report shall have attached photocopies of all documents shown as encumbrances to The Little League's title. Title shall be free of all encumbrances or defects, except those approved by The City, as set forth herein, and the following shall not be deemed encumbrances or defects: rights reserved in federal patents or state deeds; building or use restrictions general to the area, other than government platting and subdivision requirements; easements not inconsistent with the City intended use; and reserved oil and/or mining rights ("Permitted Exceptions"). The City shall be considered to have accepted the condition of title unless the City provides notice of specific written objections within ten (10) business days after the City's receipt of the Title Report. Encumbrances to be discharged by The Little

League shall be paid from City's funds at Closing. The City will pay for the cost of title insurance.

5. **POSSESSION:** The City shall be granted possession of the Real Property at the time of Closing.

6. **THE LITTLE LEAGUE'S REPRESENTATIONS AND WARRANTIES:**

6.1. The Little League makes the following warranties and representations:

6.1.1. The Little League has the right, power and authority to execute and enter into this Agreement and to perform their duties and obligations under this Agreement in accordance with its terms, conditions and provisions. The Little League warrants and represents that its signatures as appearing in this Agreement and all related documents are those of the vested title holder for the Real Property. The Little League's performance in this transaction shall not conflict with or constitute a default under the terms and conditions of any agreement to which The Little League is bound or are a party, or any order or regulation of any governmental body having jurisdiction over The Little League or the Real Property.

6.1.2. To The Little League's knowledge, there is no legal action of any kind or nature affecting the Real Property which will detrimentally affect the City completing the purchase of the Real Property.

6.1.3. The Little League represents that there are no hazardous or toxic materials stored or located on the Real Property to the best of The Little League's knowledge.

7. **DATE OF CLOSING:**

The date of Closing of the purchase transaction shall be no later than November 30, 2015, and shall be closed at Klickitat County Title Insurance Company. The parties shall deposit with the closing agent all instruments and documents and monies necessary to complete the sale of the Real Property, which will include but will not be limited to an Excise Tax Affidavit, Statutory Warranty Deed, and Closing Escrow Instructions.

8. **CLOSING COSTS:**

- 8.1. Closing Escrow Fees: The Little League shall be responsible for \$300 of closing costs with the City paying all the closing escrow fees that exceed that amount.
- 8.2. Real Estate Excise Tax: The City shall be responsible for payment of real estate excise tax, if any.
- 8.3. Title Insurance: The City shall be responsible for payment of the title insurance premium in connection with this transaction for the Real Property.
- 8.4. Recording Fees: The City shall be responsible for payment of all recording fees.
- 8.5. Attorney Fees: Each party shall pay their own attorney fees in connection with this transaction.
- 8.6. Proration of Taxes: All real property taxes and assessments for the year of closing shall be prorated as of the date of Closing.

9. **THIRD PARTY RIGHTS:**

No party other than The Little League and The City, and their successors and assigns, shall have any right to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of said parties, their heirs, personal representatives, successors or assigns, and not for the benefit of any other party.

10. **SPECIFIC PERFORMANCE:**

If either party defaults under this Agreement, the non-defaulting party may seek specific performance of this Agreement, damages, or any other remedy available at law or equity.

11. **GENERAL PROVISIONS:**

- 11.1. Notices: Notices under this Agreement shall be in writing and may be delivered (1) personally; (2) by U.S. mail, certified or registered; (3) by a nationally recognized overnight courier service; or (4) by facsimile transmission, if a facsimile number has been provided by the party receiving notice, with a copy to be sent by U.S. first class mail. Mailed notices shall be deemed effective on the third day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address shown above. Couriers notices shall be deemed delivered when the courier's records indicate that delivery has occurred. Facsimile notices shall be effective when actually transmitted to the facsimile number provided. Either party may change its address for notices by written notice to the other.

- 11.2. **Attorney's Fees:** In the event of any dispute arising out of or relating to this Agreement, whether suit or other proceeding is commenced or not, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings or in bankruptcy (including without limitation any adversary proceeding or contested matter in any bankruptcy case), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney's fees.
- 11.3. **Documents:** Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement to carry out its provisions.
- 11.4. **Computation of Time:** Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 9:00p.m. of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 9:00p.m. of the next business day. Any specified period of five (5) days or less shall include business days only.
- 11.5. **Time of Essence:** Time is of the essence of each and every provision of this Agreement.
- 11.6. **Legal and Tax Implications; Role of Menke Jackson Beyer, LLP:** This agreement affects legal rights and obligations and will have tax implications. If any party has any questions regarding this agreement and any addendums, attachments or other related documents, such party should consult an attorney or tax advisor. The law firm of Menke Jackson Beyer LLP, has been hired by Purchaser to document the business transactions described herein. In doing so, said firm has not attempted to independently represent each of the parties hereto but has solely represented the interests of Seller. Seller, by signatures appearing below, agrees and affirms that it understands that Seller has not been represented by said firm, and that Seller has had an adequate opportunity to secure independent legal counsel of its own choosing to review this agreement and the documents attached hereto.
- 11.7. **Covenants of Cooperation; Best Efforts to Close:** The parties agree to cooperate with each other and to execute such additional documents and instruments, including escrow instructions, as may be reasonably required to consummate the transaction contemplated hereby. The parties shall each use their best efforts to satisfy any



## **EXHIBIT "A"-Legal Description**

That part of the SW of Section 16, Township 4 North, Range 16 East, W. M. described as follows:

Commencing at the SW corner of said Sec.16; thence N 89 deg. 20 min. E along the S line thereof 1094.0 feet to the E margin of Ekone Park and the true point of beginning; thence continuing N 89 deg. 20 min. E along said S line 496.6 feet; thence N 0 deg. 18 min. E 614.0 feet to the S margin of the Ewing tract as recorded under Auditor's file No. 170846; thence S 89 deg. 20 min. W along said S margin 496.6 feet to the E margin of Ekone Park; thence S 0 deg. 18 min. W along the said E margin 614.0 feet to the true point of beginning.

Covers 7 acres

**MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF GOLDENDALE AND GOLDENDALE LITTLE LEAGUE FOR  
OPERATION OF THE BASEBALL FIELDS**

**I. Recitals**

A. The City of Goldendale, hereafter called the "City" is a municipal corporation of the State of Washington, with City Hall located at 1103 S. Columbus, Goldendale, WA 98620.

B. Goldendale Little League, hereafter called "Little League," is a Washington Nonprofit Corporation, with an address of P.O. Box 121, Goldendale, WA 98620.

C. The Little League owns and maintains certain real property and associated fixtures within the City limits of the City of Goldendale (hereinafter referred to as "the Property").

D. The Property and associated fixtures are used and maintained by the Little League for the purposes of facilitating and promoting recreational youth baseball.

E. The Little League lacks the resources to adequately maintain the Property on a year-round basis.

F. The City believes that promoting and facilitating youth recreational activities is important to developing a healthy and productive City. The City likewise believes that maintaining open space and facilities within the City for outdoor recreation and sports to occur is beneficial to the health, safety and welfare of the residents of the City.

G. The City possesses the resources to adequately maintain the Property on a year-round basis and is desirous of promoting and facilitating the continued use of the Property for outdoor recreation and sports.

H. The Little League is desirous of transferring ownership of the Property to the City but seeks assurance that the Property will continue to be used for the purpose of facilitating and promoting recreational youth baseball, and further that the Little League will maintain priority use of the baseball facilities on the Property.

I. The parties have entered into a Purchase and Sale Agreement by which the Little League will convey ownership of the Property to the City.

J. The parties have agreed that the execution of this agreement shall be a conditions precedent to the conveyance of the property by the Little League to the City.

## II. Agreement

NOW THEREFORE, in consideration of mutual covenants, conditions and promises herein, the parties agree as follows:

1. **Conveyance of Real Property.** In accordance with the terms of a Purchase and Sale Agreement executed by both parties on or about the Little League shall convey by deed to the City the following described real property.

That part of the SW % of Section 16, Township 4 North, Range 16 East, W. M. described as follows:

Commencing at the SW corner of said Sec.16; thence N 89 deg. 20 min. E along the S line thereof 1094.0 feet to the E margin of Ekone Park and the true point of beginning; thence continuing N 89 deg. 20 min. E along said S line 496.6 feet; thence N 0 deg. 18 min. E 614.0 feet to the S margin of the Ewing tract as recorded under Auditor's file No. 170846; thence S 89 deg. 20 min. W along said S margin 496.6 feet to the E margin of Ekone Park; thence S 0 deg. 18 min. W along the said E margin 614.0 feet to the true point of beginning.

Covers 7 acres

2. **City's Obligations.** During the term of this agreement, the City shall:

- A. Maintain and use the Property as a public sports and recreation facility.
- B. Keep all ground cover vegetation in compliance with the Goldendale Municipal Code, to include maintenance and irrigation of the grass, at no expense to the Little League.

- C. Make improvements to the Property as the City's budget allows, to include (if and when possible) the installation of a sprinkler system for all three outfields.
- D. Ensure that municipal insurance policies cover the Property.
- E. Maintain the three baseball infields at a level that meets the requirements of Little League International specifications in effect at the time the City acquired title to the Property.
- F. Allow the Little League to keep the storage container on the parcel at no cost.
- G. Invoice the Little League for utility costs associated with the snack shack and scoreboard. Any costs associated with the well will be paid by the City.

3. Little League's Obligations. During the term of this agreement, the Little League shall:

- A. Provide its own bases, equipment and supplies for the operation of recreational youth baseball.
- B. Maintain appropriate liability insurance associated with its activities and use of the Property.
- C. Maintain and operate the snack shack, storage container, well, bleachers, and any other baseball equipment.
- D. Promptly pay invoices received from the City for utility costs associated with the snack shack.

4. Little League Use. The Little League shall be allowed to use the Property, without charge or fees as long as the Little League remains in existence.

5. Use by Others. Provided said use does not interfere with that of the Little League, the City will allow and encourage other similar youth sports programs to use the Property. Such use shall be in accordance with the policies and ordinances of the City.

8. Removal of Improvements. During the term of this agreement, the Little League may require by a majority vote of the Little League board of directors the removal of any improvements made by the Little League for baseball field infrastructure. Approval of the Little League will not be necessary if removal of improvements is necessary for the City due to budget constraints. The Little League will be given six months notification of removal of improvements and the option to correct any issues with their own funding.

9. New Improvements. During the term of this agreement, the Little League will be allowed to make improvements to the facilities. Any such improvements must comply with all applicable federal, state and local laws and regulations. Should improvements increase maintenance expenses or cause other liability issues, the City reserves the right to void such improvements.

10. Annual Meeting. The City and the Little League shall meet annually to discuss planning, budgeting, operation and maintenance of the Property.

11. Severability. If any portion of this Agreement is changed per mutual agreement or any portion is held invalid; the remainder of the Agreement shall remain in full force and effect.

12. Assignment. This agreement, or any interest claimed hereunder, shall not be assigned or transferred in whole or in part by either party to any other person or entity without the prior written consent of the other party.

13. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this agreement.

14. Integration. This Agreement sets forth all the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this agreement shall be effective unless reduced to writing and executed by the parties.

15. Notices Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

CITY OF GOLDENDALE:

City Administrator  
City of Goldendale  
1103 Wood Avenue South  
Goldendale, WA 98620  
(509) 773-3771

GOLDENDALE LITTLE LEAGUE:

P.O. BOX 121  
Goldendale, WA 98620

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective at the time mailed or hand delivered at the address specified above. Each party shall provide written notification within 15 calendar days of change of address.

THE CITY OF GOLDENDALE

GOLDENDALE LITTLE LEAGUE

By:

—

Michael Canon, Mayor

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

By:

*Ann DeLoach*  
V.P. / acting president

Its:

Date: November 6, 2015

*Joyanne Bartkowski*  
Sec Treas  
November 6, 2015  
*Ann Cochran*  
coaching coordinator

AGENDA BILL: G2

AGENDA TITLE: CENTRAL KLICKITAT CONSERVATION DISTRICT MITIGATION

DATE: NOVEMBER 16, 2015

ACTION REQUIRED:

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

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EXPLANATION:

See attached memo from Karl Enyeart

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH THE CENTRAL KLICKITAT CONSERVATION DISTRICT FOR MITIGATION PLANTINGS FOR THE LITTLE KLICKITAT RIVER SEWER SYSTEM IMPROVEMENT PROJECT.

# Memo

To: Mayor and Council  
From: Karl Enyeart, PE, Public Works Director  
CC: Larry Bellamy, City Administrator  
Date: 11/16/2015  
Re: Mitigation plantings for the Little Klickitat River Sewer System Improvement Project

---

Attached are:

- Interlocal Agreement
- Budget
- Planting Plan B

Construction of this project has impacted wetlands. Tree and shrub plantings are required to fulfill requirements by the Department of Ecology and the Army Corps of Engineers. The contract attached includes all the work to complete the plantings and reporting over the required 5 year monitoring period.

I recommend approval of this contract with Central Klickitat Conservation District on the Little Klickitat River Sewer System Improvement Project.

# INTERLOCAL AGREEMENT

Between

The City of Goldendale

And

Central Klickitat Conservation District

## I. Introduction

This Interlocal Agreement ("Agreement") is entered into under Chapter 39.34.08 of the Revised Code of Washington ("RCW") by and between the City of Goldendale, in the County of Klickitat of Washington ("City"), and Central Klickitat Conservation District ("CKCD"), a conservation district organized under Chapter 89.08 RCW, collectively referred to in this Agreement hereafter as the "Parties".

Pursuant to RCW 39.34.08, "Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, That such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties."

This Interlocal Agreement (hereinafter "IA") sets forth the parties' understanding and basic terms with respect to the roles and working relationship of the CKCD and the City as they work together to support conservation activities by promoting Best Management Practices (BMPs).

## II. Background

The CKCD has been organized and chartered in the State of Washington since April 9, 1946. The CKCD is a governmental subdivision of the State of Washington and a public body corporate and politic exercising public powers, led by an elected and appointed Board of Supervisors, and operating under the authority set forth in Chapter 89.08 RCW.

## III. Purpose and Objective

This IA establishes the operating agreement between CKCD and The City to implement planting, maintenance, and monitoring along the Little Klickitat River located on property owned by The City. CKCD and The City are committed to the successful completion of this project because of The City's required mitigation plan and potential benefit to water quality, wildlife habitat, fish habitat, human recreation and aesthetic use of the waterbody and the watershed. To complete this project, staff, equipment, and other resources will be shared.

## IV. Roles and Responsibilities

1. *The Parties Agree as follows:*

1. To collaborate in the implementation of the riparian planting project along The Little Klickitat River, along with follow up maintenance and monitoring for a term of 5 years to ensure plantings have a survival rate of 80%.
2. To comply with all federal and state laws, including but not limited to the requirements of Chapter 89.08 RCW and Washington State Department Ecology regulations and guidelines with respect to the administration.
3. The Start date of this Agreement is the date upon which it is approved by the Parties.
4. The end date of this Agreement is June 30, 2021, unless terminated at an earlier date.
5. The Parties agree to comply with the terms and conditions of the grant funding the work and that the State of Washington is a third party beneficiary of this Agreement with full rights as such.

2. *CKCD Agrees:*

Schedule crews.

Produce and provide to The City as-built plans documenting the final installed planting project layout. The City will subsequently submit the as-built plans to Ecology.

A record of baseline plant quantities will be recorded and documented in the as-built planting plan.

8 permanent photopoints at representative areas within the representative area will be installed.

The site will be monitored once annually for five years beginning with approval of the as-built report. A formal late-season monitoring inspection will take place during late summer or early fall in years one, three and five. A brief maintenance inspection will be completed during the spring in years two and four. The maintenance inspection and subsequent memorandum will address any maintenance items necessary to prepare the site for that year's growing season. The maintenance memorandum will be submitted to The City for use with their maintenance crews. During each formal late-season monitoring inspection, the following data will be collected:

1. Percent survival of all installed plantings by conducting a complete plant census.
2. Cover of native grasses and forbs in temporarily impacted emergent areas using visual cover class estimates.
3. Invasive species cover using visual cover class estimates.
4. The species composition, noting whether a species is native or exotic and whether plants were installed or are volunteers.
5. The general health and vigor of the installed vegetation.

6. Photographs from fixed photopoints established during the as-built inspection.
7. Any evidence of wildlife usage in the mitigation area.
8. A summary of maintenance recommendations and activities that have been implemented, including those identified during the spring maintenance inspection of the preceding informal monitoring year.

Annual monitoring reports will be submitted The City for The City to submit to Ecology by December 31 during each monitoring year. Should any monitoring report reveal that the mitigation plan has failed in whole or in part, and should that failure be beyond the scope of routine maintenance, CKCD will submit a Contingency Plan to The City for submission to Ecology for approval. This plan may include replanting, soil amendments or topdressing, substitutions for species selected in the original plan, and adaptive weed control methods.

3. *The City Agrees:*

To reimburse CKCD with costs associated in the proposed budget estimate with labor and materials required to install and maintain plantings for the project life (5 years).

Maintenance after plants are installed which may include weeding, watering, and replanting.

V. Conditions

In addition to any other proposed terms described in this IA, CKCD's and The City's obligations to complete the transactions contemplated by this IA shall be conditioned upon:

1. Approval of the project agreements and the transactions contemplated therein by the Board of Supervisors of CKCD, and in their sole discretion;
2. Such other conditions as the parties may agree in writing.
3. If any portion of this IA is declared null and void, then the remainder of the IA will remain in effect.

VI. Termination of Interlocal Agreement

This IA may be terminated by either CKCD or The City providing that a mutually determined date and economic benefit is reached by the CKCD Board of Supervisors and The City or by giving 30 days written notice by the CKCD Board of Supervisors and The City. This IA may also be terminated in the event that either party materially breaches this IA, so long as the CKCD Board of Supervisors and The City of the non-breaching party provides five (5) days' prior written notice of termination of the CKCD Board of Supervisors of the breaching party.

VII. Compliance with Laws

It is the intention of CKCD and The City that the Program agreements, the transactions contemplated thereby, and the manner in which the parties perform their respective obligations, shall comply with all applicable federal, state and local laws and regulations.

VIII. Applicable Law

This IA shall be governed and construed under the laws of the State of Washington.

IX. No Third Party Benefit

This IA is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and nothing contained in this IA shall be construed to create any rights or benefits in or to any third party, and shall not be enforceable to any third party.

X. Assignment

Neither Party may assign this IA without the prior written consent of the other party.

XI. Counterparts

This IA may be executed in one or more counterparts, with the same force and effect as if executed in one complete instrument.

XII. Entire Understanding and Amendment

This IA constitutes the entire understanding of the parties and supersedes any and all prior understandings or agreements between the parties, whether written or oral, with respect to the subject matter of this IA. This IA may not be amended or modified except in a writing signed by the CKCD Board Chair and the City Council members.

XIII. Duration

This IA becomes effective upon signature by all Parties and, subject of Section VII of this IA, shall remain in effect until all Parties mutually agree to end the agreement.

**Central Klickitat Conservation District**

**The City of Goldendale**

**Board Chairman:**

**City Council:**

\_\_\_\_\_

\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

Planting Plan B- Little Klickitat River

Location: Klickitat County Park in Goldendale,WA.

Location of planting: Planting areas along the south side of the stream within 50' of the OHWM, total planting area to be 5472 square feet minimum.

**Landowner:** CENTRAL KLICKITAT COUNTY PARKS & REC PO BOX 640 GOLDENDALE WA 98620 (parcel number 04161601003020)

Planting Plan B - Little Klickitat River



DISCLAIMER: This map was prepared by the Cartographer for the City of Goldendale, Washington. The map is for informational purposes only and does not constitute a warranty of any kind. The City of Goldendale, Washington, is not responsible for any errors or omissions on this map. The Cartographer, Jess Davenport, is not responsible for any errors or omissions on this map. Date: 10/27/2015  
Cartographer: Jess Davenport

### ***Planting Schedule***

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Planting Plan B –Little Klickitat River (5472 ft <sup>2</sup> planting area,160' x35')				
Plant	Common Name	Size	Remarks	Qty
	Aspen	1gallon	5'	35
	Pine	1gallon	6X6	35
	Fir	1gallon	6X6	35
	Snowberry	1gallon	3X3	35
	Mock Orange	1gallon	3X3	35
	Cottonwood	1gallon	6X6	35
	Oceanspray	1gallon	3X3	35

### ***Personnel***

---

***Restoration Specialist -Conservation District Staff***

***City Maintenance employee- Klickitat County Staff***

***Planting Crew- Washington State Conservation Commission crew or other approved crew***

***Fencing Crew- WCC crew will install for browse protection***

### ***Deliverables***

---

***Restoration Specialist- Central Klickitat Conservation District Staff***

- *Scheduling crews.  
Produce and provide to the City of Goldendale as-built plans documenting the final installed planting project layout. City of Goldendale will subsequently submit the as-built plans to Ecology.*
- *A record of baseline plant quantities will be recorded and documented in the as-built planting plan.*
- *8 permanent photopoints at representative areas within the representative area will be installed.*
- *The site will be monitored once annually for five years beginning with approval of the as-built report. A formal/ate-season monitoring inspection will take place during late summer or early fall in years one, three and five. A brief maintenance inspection will be completed during the spring in years two and four. The maintenance inspection and subsequent memorandum will address any maintenance items necessary to prepare the site for that year's growing season. The maintenance memorandum will be submitted to*

*the City of Goldendale for use with their maintenance crews. During each formal/late-season monitoring inspection the following data will be collected:*

- 1. Percent survival of all installed plantings by conducting a complete plant census.*
  - 2. Cover of native grasses and forbs in temporarily impacted emergent areas using visual cover class estimates.*
  - 3. Invasive species cover using visual cover class estimates.*
  - 4. The species composition, noting whether a species is native or exotic and whether plants were installed or are volunteers.*
  - 5. The general health and vigor of the installed vegetation.*
  - 6. Photographs from fixed photopoints established during the as-built inspection.*
  - 7. Any evidence of wildlife usage in the mitigation area.*
  - 8. A summary of maintenance recommendations and activities that have been implemented, including those identified during the spring maintenance inspection of the preceding informal monitoring year.*
- Annual monitoring reports will be submitted to Ecology by December 31 during each monitoring year.*
  - Should any monitoring report reveal that the mitigation plan has failed in whole or in part, and should that failure be beyond the scope of routine maintenance, the applicant will submit a Contingency Plan to Ecology for approval. This plan may include replanting, soil amendments or topdressing, substitutions for species selected in the original plan, and adaptive weed control methods.*

***City Maintenance employee- Klickitat County Staff***

- Maintenance after plants are installed which may include weeding, watering, and replanting.*

***Planting Crew- Washington State Conservation Commission crew or other approved crew***

- Installation of plantings and mulch.*

***Estimated Budget***

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***Appendix A***

## ESTIMATED BUDGET FOR PLANTING, MAINTENANCE, & MONITORING

**Organization Names:** *Central Klickitat Conservation District & The City of Goldendale*

**Project/Proposal Name:** *Planting Plan B- Little Klickitat River- 2015 - 2021*

Projected Expenditures (to be reimbursed on a time and materials contract)

Installation	Year 1	Year 2	Year 3	Year4	YearS	
2015	2016	2017	2018	2019	2020	Total
\$8,676.80	3035.62	3035.62	3035.62	3035.62	3035.62	\$23,854.90

Installation includes the following:

- Planting crew
- Plants
- Mulch installation (City to provide)
- Browse protection (At City's guidance)

Totals for each year include the following:

- DOE required as-built documentation
- Weed maintenance (with assistance from City)
- DEO Required monitoring
- DOE Required Reporting
- Travel
- Reporting supplies

**ESTIMATED BUDGET FOR PLANTING, MAINTENANCE, & MONITORING**

**Organization Names:** Central Klickitat Conservation District & The City of Goldendale

**Project/Proposal Name:** Planting Plan B- Little Klickitat River- 2015- 2021

Labor Costs	Hours/quantity	Hourly Rate	Days	Cost	Total cost	Notes
<b>Restoration specialist</b>						
Project management	40	27.82			\$1,112.80	
Planting	40	27.82			\$1,112.80	
Maintenance	60	27.82			\$1,669.20	
Monitoring	120	27.82			\$3,338.40	
Reporting	200	27.82			\$5,564.00	
Labor Total				\$11,684.40		
Overhead					\$2,921.10	
<b>City maintenance employee</b>						
Planting	20					
Maintenance	80					
Mowing						
Watering						
<b>Planting crew</b>						
Planting			4	900	\$3,600.00	
Crew leader	24	49.75			\$1,194.00	
Hotel	3		3	120	\$1,080.00	

Material Costs	Notes
Plants	\$910.00 Planting Plan B
	<i>Pinus ponderosa</i> Ponderosa pine 1gal 35 N. Yakima CD
Replacement plants	\$450.00 <i>Populus tremuloides</i> Quaking aspen 1gal 35 Plants of the Wild \$ 5.00 \$ 175.00
	<i>Philadelphus lewisii</i> Mock orange 1gal 35 Plants of the Wild \$ 5.00 \$ 175.00
Mulch	\$300.00 <i>Pseudotsuga menz.</i> Douglas-fir 1gal 35 Watershed GardenWorks*** \$ 4.00 \$ 140.00
	<i>Symphoricarpos a/bus</i> Common snowberry 1gal 35 Watershed GardenWorks*** \$ 4.00 \$ 140.00
	<i>Populus trichocarpa</i> Black cottonwood 1gal 35 Watershed GardenWorks*** \$ 4.00 \$ 140.00
	<i>Holodiscus discolor</i> Oceanspray 1gal 35 Watershed GardenWorks*** \$ 4.00 \$ 140.00
	- - / \$ 910.00

Other costs	Notes
Travel	\$22.60 20 RT of 2 miles @ 56.5 cents/mile
Supplies	\$10.00 Costs associated with completing the monitoring and reporting process of this project

**Total** \$23,374.90

AGENDA BILL: G3

AGENDA TITLE: GRANT AGREEMENT FOR LED STREET LIGHT REPLACEMENT

DATE: NOVEMBER 16, 2015

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION \_\_\_\_\_,X.....,\_\_\_\_  
RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_  
MOTION \_\_\_\_\_,X ---

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**EXPLANATION:**

The Transportation Improvement Board has developed a grant program called Relight Washington to provide for the conversion of standard street lights to LED lighting. Karl Enyeart and the Klickitat County Public Utility District worked together to meet the threshold requirements to be eligible to receive project grant monies. The project will convert existing street lights to energy efficient LED lights. The grant agreement is awarded to the City of Goldendale in the amount of \$116,013.00.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

**I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE TRANSPORTATION IMPROVEMENT BOARD FOR THE LED STREET LIGHT CONVERSION PROJECT IN THE AMOUNT OF \$116,013.00.**



# Washington State Transportation Improvement Board

## TIB Members

October 27, 2015

Mr. Karl Enyeart, P.E.  
Public Works Director  
City of Goldendale  
1103 S Columbus Ave  
Goldendale, WA 98620-9268

Dear Mr. Enyeart:

Congratulations! We have received and reviewed your proposal. We are pleased to announce the selection of your city for the Relight Washington Program. The program aims to reduce your streetlight operating costs while saving energy and renewing dated infrastructure. The city will benefit from lower rates after installation. The project will convert existing street lights to energy efficient LED street lights.

In order to receive reimbursement for streetlight conversion, you must: Sign and return both copies of the Grant Agreement to TIS. TIS will return one executed agreement for your files.

How does city receive reimbursement?

The city will send in the final invoices along with an accounting history form that will be provided by your TIS engineer. When the project is close to done, contact your TIS engineer.

If you have questions, please contact Christa Draggie, TIS Project Engineer, at (360) 586-1147 or email [ChristaD@tib.wa.gov](mailto:ChristaD@tib.wa.gov).

Stevan Gorcester  
Executive Director

Enclosure

- Councilmember Bob Olson, Chair  
*City of K nnewick*
- Commissioner Richard Stevens, Vice Chair  
*Grant County*
- Jim Albert  
*Office of Financial Management*
- Pasco Bakotich, P.E.  
*WSDOT*
- Wendy Clark-Getzin, P.E.  
*Clallam Transfr*
- Gary Ekstedt, P.E.  
*Yakima County*
- Mayor James Irish  
*City of La Center*
- John Klekotko, P.E.  
*Port of Everett*
- Commissioner Robert Koch  
*Franklin County*
- Colleen Kuhn  
*Human Services Council*
- Mayor Patty lent  
*City of Bremerton*
- Mick Matheson, P.E.  
*City of Sultan*
- E. Susan Meyer  
*Spokane Transit Authority*
- Aura Philpot, P.E.  
*City of Sammamish*
- David Ramsay  
*Feet first*
- Amy Scarton  
*WSOOT*
- HeKHStamm  
*HS Public Affairs*
- John Vodopich  
*City of Bonney Lake*
- Jay Weber  
*County Road Administration Board*
- OoyWhite  
*Snohomish County*

Stevan E. Gorcester  
*Executive Director*  
P.O. Box 40901  
Olympia, WA 98504 0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)



City of Goldendale  
S-E-935(001)-1  
LED Streetlight Conversion Project

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
CITY OF GOLDENDALE  
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the City of Goldendale, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Relight Washington, to provide for the conversion of standard streetlights to LED lighting ("Project") for eligible cities and towns to reduce municipal electrical costs, and

WHEREAS, the above-identified city is eligible to receive a Project grant and attests that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant,

NOW, THEREFORE, pursuant to chapter 47.26 RCW and chapter 479 WAC, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of ONE HUNDRED SIXTEEN THOUSAND THIRTEEN AND NO/100 dollars (\$ 116,013.00) for the Project pursuant to terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. USE OF TIB GRANT FUNDS

TIB grant funds may come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than for highway or street Project improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9.

3. PROJECT AND BUDGET

The Project shall provide for the conversion of identified streetlights within RECIPIENT's city limits. The RECIPIENT agrees to enter into an agreement with or otherwise provide for a service provider to perform the actual conversion work. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its service provider's invoices for costs of the work. The Project and Budget may be amended by the Parties, pursuant to Section 6.



#### 4. PROJECT DOCUMENTATION

The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Documentation to support all costs expended for the Project.
- b) Project Closeout Form.

#### 5. BILLING AND PAYMENT

The RECIPIENT may submit progress payment requests to the TIB as necessary. If billable amounts are greater than \$50,000, RECIPIENT shall submit requests for payments on a quarterly basis. If progress payments are not regularly requested, reimbursements may be delayed or scheduled in a to be determined payment plan.

#### 6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no cost to TIB, these records shall be provided when requested, including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all *litigation*, claims, or audit findings involving the records have been resolved.

#### 7. INCREASE OR DECREASE IN TIB GRANT FUNDS

RECIPIENT may request an increase in the TIB grant funds for the Project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. An increase in grant funds shall be by amendment pursuant to Section 14. If an increase is denied, the recipient shall be solely liable for costs incurred in excess of the Agreement grant amount.

#### 8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or modification thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed two years, unless extended by Agreement amendment pursuant to Section 14.

#### 9. DEFAULT AND TERMINATION



### 9.1 NON-COMPLIANCE

- a) In the event TIS determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIS shall notify the RECIPIENT, in writing, of the non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIS's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details. An agreement to amend the Project must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its plan to correct or implement an amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIS will investigate the dispute and may withhold reimbursement payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIS determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIS denies the RECIPIENT's request to amend the Project.
- c) After investigation, TIS confirms RECIPIENT'S non-compliance.

TIS reserves the right to order RECIPIENT to immediately stop work on the Project and TIS may stop Project progress payments until the requested corrections have been made or if the Agreement is terminated.

### 9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9.2. TIS shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such actions necessary as may be directed by TIS.
- b) In the event of default and/or termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIS provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION OR SUSPENSION FOR NECESSITY

TIS may, with ten (10) days written notice, terminate or suspend this Agreement. in whole or in part, because funds are no longer available for the purpose of meeting TIS's obligations. If this Agreement is so terminated, TIS shall be liable only for payment required under this Agreement for Project work performed or costs incurred prior to the effective date of termination.



## 10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the cost of the mediator.
- d) Each Party agrees to participate to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11 until and unless the Dispute Resolution process has been exhausted.

## 11. GOVERNANCE. VENUE. AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

## 12. INDEMNIFICATION. HOLD HARMLESS. AND WAIVER

12.1 Each Party, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, a Party's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

12.2 Each Party agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW.

12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

## 13. ASSIGNMENT



AGENDA BILL: H1

AGENDA TITLE: REGULAR TAX LEVY FOR 2016 BUDGET

DATE: NOVEMBER 16, 2015

**ACTION REQUIRED:**

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

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**EXPLANATION:**

This is the tax levy that Council approves every year. The maximum increase of 1% is exclusive of additional revenue resulting from new construction, improvement to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

**I MOVE TO ADOPT RESOLUTION NO. 641 AUTHORIZING A PROPERTY TAX LEVY INCREASE.**

**CITY OF GOLDENDALE KCLICKITAT  
COUNTY, WASHINGTON**

**RESOLUTION NO. 641**

**IN THE MATTER OF REGULAR TAX LEVY FOR 2016 BUDGET WHEREAS,** the City

Council of the City of Goldendale has met and considered its budget for the calendar year 2016; and,

**WHEREAS,** the City's actual levy amount from the previous year was \$926,903.; and,

**WHEREAS,** the population of this district is less than 10,000; and,

**WHEREAS,** the City Council of the City of Goldendale, after hearing and after duly considering all relevant evidence and testimony presented;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Goldendale that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2016 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$9,269., which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in value of state assessed property, any annexations that have occurred and refunds made.

**READ, APPROVED AND PASSED,** this 16<sup>th</sup> day of November, 2015.

\_\_\_\_\_  
Michael A Canon, Mayor

Attest:

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

AGENDA BILL: H2

AGENDA TITLE: TOURISM AWARDS

DATE: NOVEMBER 16, 2015

ACTION REQUIRED:

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

---

EXPLANATION:

In accordance with the recommendation of the Event Committee to the Council at its November 2, 2015 meeting please find attached a resolution authorizing funding for tourism events and festivals.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ADOPT RESOLUTION NO. 642 AUTHORIZING FUNDING FOR TOURISM EVENTS AND FESTIVALS WITH FUNDS RECEIVED FROM THE COLLECTION OF LODGING TAXES IN THE AMOUNT \$49,000.00.

CITY OF GOLDENDALE  
GOLDENDALE, WASHINGTON

RESOLUTION NO.642

A RESOLUTION AUTHORIZING FUNDING FOR TOURISM EVENTS AND FESTIVALS IN 2016 WITH FUNDS RECEIVED FROM THE COLLECTION OF LODGING TAXES IN ACCORDANCE WITH THE GOLDENDALE MUNICIPAL CODE SECTION CHAPTER 3.22

WHEREAS, on October 1, 2015, the City of Goldendale mailed and advertised a call of proposals requesting funding for events and festivals with lodging tax revenue, and

WHEREAS, the suggested budget for funding of the events and festivals from this application process was \$49,000, and

WHEREAS, by October 21, 2015, nine (9) applications for funding were received totaling \$108,100, and

WHEREAS, on October 26, 2015, all requestors were given the opportunity to make a verbal presentation of their request to the Event Committee, and

WHEREAS, on November 2, 2015, the Event Committee made a recommendation to the City Council to fund the requests in the amount of \$49,000 in accordance with the spread sheet attached as Exhibit A, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON AS FOLLOWS:

The City Council of the City of Goldendale approves the recommendation of the Event Committee, in accordance with Exhibit A attached to this resolution, for funding events and festivals by the City of Goldendale and further that staff be directed to prepare contracts with each of the event organizers.

APPROVED BY THE GOLDENDALE CITY COUNCIL THIS 16<sup>th</sup> DAY OF NOVEMBER, 2015.

---

Michael A Canon, Mayor

ATTEST:

---

Connie Byers, Clerk-Treasurer

## Event Committee Recommendation for Funding 2016 Tourism Events

<u>EVENT</u>	<u>REQUEST</u>	<u>RECOMMENDATION</u>
Abate of Washington		
• Festival of Wheels	\$ 5,500	\$ 3,500
<hr/>		
Goldendale Farmers Market		
• Two (2) permanent signs	\$ 4,000	\$ 4,000
• Permanent storage unit	\$ 5,000	
• Weekly Market Costs	\$ 11100	Waived
<hr/>		
Goldendale Motorsports Association		
• Comm. Days Show 'n Shine Car Show	\$ 3,750	\$ 3,000
• Concours de Maryhill Open Car Show	\$ 3,750	\$ 3,000
<hr/>		
Mid-Columbia Public Safety Activities League		
• Bike fest 2016	\$ 6,000	\$ 2,500
• BMX Track Facility	\$44,000	
<hr/>		
Greater Goldendale Chamber of Commerce		
• Web-Based Marketing Support	\$15,000	\$23,000
• Event Development	\$ 8,000	
• Signature Event Development	\$ 3,000	
• Visitor Information Center Operation	<u>\$ 4,000</u>	
	\$30,000	
<hr/>		
Brighter Goldendale Christmas Committee		
• Candy Cane Lane Parade & Event	\$ 500	\$ 500
<hr/>		
Golden Phoenix Assembly #158		
• Breakfast for the Festival of Speed	\$ 500	\$ 500
<hr/>		
Central Klickitat County Parks & Rec District		
• Golden Man Triathlon	\$ 1,000	\$ 1,000
<hr/>		
Goldendale Jaycees		
• Community Days	\$ 8,000	\$ 8,000
<hr/>		
Totals:	\$108,100	\$49,000

AGENDA BILL: H3

AGENDA TITLE: SUPPORTING AND RECOGNIZING LAW ENFORCEMENT OFFICERS

DATE: NOVEMBER 16, 2015

ACTION REQUIRED:

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION \_\_\_\_\_  
RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_  
MOTION \_\_\_\_\_:  ---

---

EXPLANATION:

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ADOPT RESOLUTION NO. 643 SUPPORTING THE GOLDENDALE POLICE DEPARTMENT.

**CITY OF GOLDENDALE  
GOLDENDALE, WASHINGTON**

**RESOLUTION NO. 643**

**A RESOLUTION OF THE CITY OF GOLDENDALE IN THE MATTER OF  
SUPPORT OF GOLDENDALE POLICE DEPARTMENT TO THE GOLDENDALE CITY  
COUNCIL**

**WHEREAS**, Law enforcement officers, including members of the police, state patrol, and sheriff's offices, risk their personal safety for the sake of their communities every day; and

**WHEREAS**, Law enforcement officers demonstrate bravery, humility, and integrity even under difficult circumstances; and

**WHEREAS**, Men and women of law enforcement continue to serve and protect both persons and property without reservation; and

**WHEREAS**, The establishment of strong trust between law enforcement officers and the communities they serve is a priority for all; and

**WHEREAS**, Law enforcement officers work closely with other first responders to aid in crises; and

**WHEREAS**, Nearly 300 Washington State law enforcement officers have laid down their lives in the line of duty since our state's founding; and

**WHEREAS**, The safety and well-being of all City of Goldendale's residents depend upon the law enforcement who protect and serve their communities in a professional manner; **NOW, THEREFORE**,

**BE IT RESOLVED** by the City Council of Goldendale, that they declare their support and solidarity with the men and women who serve, or who have served, as law enforcement officers, for their distinctive service and dedicated efforts, earning our highest respect and deepest gratitude, which must be recognized and honored for their selfless and heroic service and invaluable contribution to upholding justice, enforcing the rule of law, and protecting the innocent in the City of Goldendale, Klickitat County, the State of Washington and in this nation.

PASSED and APPROVED this 16<sup>th</sup> day of November, 2015.

\_\_\_\_\_  
Michael Canon, Mayor

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

# MEMORANDUM

Date: 11/16/2015  
To: Mayor and Council  
From: Larry Bellamy, City Administrator  
RE: Council member Appointment

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## RCW background:

In accordance with RCW 42.12.070, the remaining members of the governing body shall appoint a qualified person to fill the vacant position.

In accordance with RCW 35A.12.030, the person appointed to the vacant councilmember position, must be a registered voter and be a resident of the city for a period of at least one year preceding his or her appointment (The Auditor's office has confirmed that each applicant is a registered voter. From our knowledge and utility records each applicant has been a resident of the city for a period of at least one year prior to an appointment)

In accordance with RCW 42.30.060, the council cannot vote secretly, it must be an open process.

In accordance with RCW 42.30.110(H), the council may convene into Executive Session to discuss the qualifications of the applicants. In addition,

## The Process:

Attached are seven (7) letters of interest to fill the open council member position (NOTE: one of the interested applicant has several letters of support included).

My understanding of the current process is as follows:

1. Interviewees will gather in the council chambers
2. The interview and voting process will be explained and concurred by the council

## MEMORANDUM

3. The interviewees will be asked to wait to be interviewed in a separate room. This helps to insure that there is no advantage from hearing the responses to the questions by the interviewees, prior to their appointed time.
4. The council will review and concur on the questions to be asked. Each applicant will answer to same questions. I have attached a suggested set of questions for your consideration. This is also designed to bring fairness to the process.
5. The interview order of the potential council member candidates is in the same order in which we received their letters of interest. For your information, the order in which the letters of interest were received is as follows:
  1. Mike Goodwin
  2. Terry Luth
  3. Carmen Knopes
  4. Sue Ward
  5. Elaynna James
  6. Arletta Parton
  7. Darlene Williamson

### The Voting:

Once the interviews are complete, we can begin the selection process. Three possible selection methods are listed below. In the past, the council has used the third method.

1. Motion and second by two council members to appoint one candidate, ask for discussion, call for the question and take a vote. If the vote is a tie, the Mayor would break the tie.
2. On the preprinted ballot, the voting council member identifies him or herself, and votes for one candidate. If one candidate receives a majority of the votes then that person becomes the new council member. If there is no clear majority, another vote is taken until there is a majority or a tie between two candidates. If the vote is a tie, the Mayor would break the tie.
3. On the same preprinted ballot, the voting council member identifies him or herself and votes for two candidates. The top two candidates are then included on a second ballot, and the council members vote again, this time only once. The candidate receiving a majority of the votes becomes the new council member. If the vote is a tie, the Mayor would break the tie.

## Filling a Vacancy in a City or Town Council

August 13, 2014 by [Paul Sullivan VHome/Stay-Informed/MRSC-Insight.aspx?aid=104](#))

Category: [Legislative Body \(/Home/Stay-Informed/MRSC-Insight.aspx?catID=163&cat=Legislative Body\)](#)

With 281 cities and towns in Washington and with city and town councils typically consisting of five to seven members, there are bound to be vacancies in council positions on a fairly regular basis. Vacancies typically occur due to the death, resignation, or loss of residency. If there is a vacancy, a replacement needs to be appointed. This post addresses the requirements and process for doing that.

What are the rules for filling a vacant council position? The statutes merely provide that a vacancy "shall be filled as provided in chapter 42.12 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=42,12>) RCW." See, for example, RCW 35A.12.050 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=35A.12.050>). RCW 42.12.070 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=42.12.070>) (1) states that "the remaining members of the governing body shall appoint a qualified person to fill the vacant position." If there is more than one vacancy to fill, one position is filled first and then, with that added appointee, a vote is taken to fill the other position(s). *JQ* (<http://apps.leg.wa.gov/rcw/default.aspx?cite=42.12.070>). If, due to vacancies, there is only one council member remaining or if all council positions are vacant, the county legislative authority appoints a qualified person or persons until the council has two members, who can then begin the appointment of the remaining members.

The appointment should be made within 90 days of the vacancy's occurrence; if it is not, the city council loses its authority to do so and the county legislative body, within 180 days of the vacancy's occurrence, makes the appointment. RCW 42.12.070 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=42.12.070>) (4). If the county legislative authority fails to make the appointment within that time period, the governor may be petitioned by the city council or county legislative authority to do so, and the governor may make the appointment if the county legislative authority has not, in the meantime, done so. *Id.* (<http://apps.leg.wa.gov/rcw/default.aspx?cite=42.12.070>)

The person appointed must have the same qualifications for the council position at the time of appointment as would a person elected into the position. In second class and code cities and in towns, he or she must be a registered voter and a city or town resident. RCW 35.23.031 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=35.23.031>) (second class cities); RCW 35.27.080 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=35.27.080>) (towns); RCW 35A.12.030 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=35a12.030>) and 35A.13.020 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=35A.13.020>) (code cities). The code city statutes also provide that the person must be a resident of the city for a period of at least one year preceding his or her appointment. Cities with wards or districts also require that some or all council positions be filled by a resident of the particular ward or district.

The first class city statutes are silent as to eligibility requirements, but a general statute, RCW 42.04.020 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=42.04.020>), requires that, to hold any elective office, a person must

be a U.S. citizen and an "elector" of the jurisdiction. (The state constitution states that an elector- a person entitled to vote- is a person who is a U.S. citizen. 18 years of age or older. and a resident in the state, county, and precinct at least 30 days immediately preceding the election. Though, to be able to vote. you have to register, so, technically. being a registered voter is not the same as being an elector.) Most all of the 10 first class city charters require the person be a registered voter. and some require residency of a year or more.

What process should be followed to make the actual appointment? Must the vacancy be advertised? Are applications required? Must the council interview candidates? The answer is that there is no process required by state law. So, what process is used is up to each city or town council. A council could, if it so chooses, just appoint the first qualified person who comes in the door. In my experience, though, most councils advertise that there is a vacancy, and they ask interested persons to either fill out an application or write a letter of interest to the council for consideration. Typically, the council will then interview candidates in an open session, as required by the Open Public Meetings Act, before making the appointment. (The council may, however, evaluate the qualifications of candidates in an executive session. RCW 42.30.110 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=42.30.110>)(h)). The vote to fill the vacancy must be in open session. For one example of how a city council might proceed, see Bothell City Council Protocol Manual Section 12.02

UCorporate/media/MediaLibrary/SampleDocuments/PolicyProcedures/B67ccprotocol.pdf#page=76

One final note: the person appointed to fill the vacancy must now obtain open government training (open public meetings and public records) within 90 days of assuming office. RCW 42.30.205 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=42.30.205>).



## About Paul Sullivan

Paul has worked with local governments since 1974 and has authored MRSC publications on local elections, ordinances, and general local government operation. He also provides training on the Open Public Meetings Act.

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## Comments

0 comments on Filling a Vacancy in a City or Town Council

Blog post currently doesn't have any comments.

## Chapter 42.12 RCW

### VACANCIES

#### Chapter Listing | RCW Dispositions

### RCW Sections

**42.12.010** Causes of vacancy.

**42.12.020** Resignations, to whom made.

**42.12.030** Term of person elected to fill vacancy.

**42.12.040** Vacancy in partisan elective office-- Successor elected-- When.

**42.12.070** Filling nonpartisan vacancies.

#### Notes:

Apple commission, vacancies, how filled: RCW **15.24.050**. Attorney general, removal from office: State Constitution Art. 4 § 9. Bond, failure to file additional bond causes vacancy: RCW **42.08.120**.

City offices, vacancies, how filled  
commission plan: RCW **35.17.020**.  
council-manager plan  
council: RCW **35.18.020**.  
optional municipal code: RCW **35A.13.020**.  
mayor-council plan, optional municipal code: RCW **35A.12.050**.  
second class: RCW **35.23.101**.

Congress, vacancies, how filled: RCW **29A.28.050**.

County, township, precinct, or road district offices, vacancies, how filled: State Constitution Art. 11 § 6.

County annexation review board, vacancies: RCW **35A.14.170**.

County clerk, failure to file new bond vacates office: RCW **36.23.020**, **42.08.120**.

County commissioners, vacancies, how filled: RCW **36.32.070**.

County hospital board of trustees, vacancies, how filled: RCW **36.62.160**.

County officers  
conviction for taking illegal fees vacates office: RCW **36.18.180**.  
vacancies: RCW **36.16.110**, **36.16.115**, **42.12.040**.

County treasurer, suspension for misconduct: RCW **36.29.090**.

Educational service district superintendent: Chapter **28A.310** RCW.

Engineers and land surveyors' board of registration, vacancies on: RCW **18.43.030**.

Fire protection district commissioners, vacancies: RCW **52.14.050**.

Flood control districts, vacancies in governing board: RCW **85.38.070**.

Fruit commission, vacancies, how filled: RCW **15.28.080**.

#### Governor

appointive state office, vacancies in, filled by: RCW **43.06.090**.

vacancy in office of: State Constitution Art. 3 § 10 (Amendment 6).

Horse racing commission, vacancies: RCW **67.16.012**.

Impeachment: State Constitution Art. 5.

Irrigation district directors, vacancies, how filled: RCW **87.03.081, 87.04.020**.

Joint legislative audit and review committee, vacancies, how filled: RCW **44.28.020**.

#### Judges

removal from office: State Constitution Art. 4 § 9.

vacancies, how filled

court of appeals: RCW **2.06.080**.

district court: RCW **3.34.100**.

superior court: State Constitution Art. 4 § 5; RCW **2.08.069, 2.08.120**.

supreme court: State Constitution Art. 4 § 3; RCW **2.04.100**.

Judicial officer's absence from state as forfeiting office: State Constitution Art. 4 § 8.

Legislators, expulsion of member: State Constitution Art. 2 § 9.

Legislators, vacancies, how filled: State Constitution Art. 2 § 15 (Amendment 52), RCW **42.12.040**.

Liquor control board, vacancies, how filled: RCW **66.08.014**. Militia,

vacancies, how filled: RCW **38.12.095** through **38.12.115**. Mosquito

control districts, vacancies in board of trustees: RCW **17.28.130**.

Prosecuting attorney, removal from office: State Constitution Art. 4 § 9.

Public utility district commissioners, vacancies: RCW **54.12.010**.

Recall proceedings, grounds: RCW **29A.56.110**.

Reclamation district directors, vacancies: RCW **89.30.256**.

Regional universities-- Trustees, appointment, terms, quorum, vacancies: RCW **288.35.100**.

School directors in second and third-class districts, vacancies, how filled: RCW **28A.343.370**.

State appointive office, vacancy in, how filled: State Constitution Art. 3 § 13; RCW **43.06.090**.

State elective officers

recall: State Constitution Art. 1 § 33 (Amendment 8).

vacancy, successor elected: RCW **42.12.040**.

State officers, removal from office: State Constitution Art. 5.

Statute law committee, vacancies, how filled: RCW **1.08.003**.

The Evergreen State College -- Trustees, appointment, terms, quorum, vacancies: RCW **288.40.100**.

United States senators, vacancies, how filled: RCW **29A.28.030**.

University of Washington board of regents, vacancies, how filled: RCW **288.20.100**.

Utilities and transportation commission, vacancies, how filled: RCW **80.01.010**.

Washington State University board of regents, vacancies: RCW **288.30.100**.

Water-sewer district commissioners, vacancies: RCW **57.12.020**.

Weed district directors, vacancies, how filled: RCW **17.04.070**.

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## **42.12.010**

### **Causes of vacancy.**

Every elective office shall become vacant on the happening of any of the following events:

- (1) The death of the incumbent;
- (2) His or her resignation. A vacancy caused by resignation shall be deemed to occur upon the effective date of the resignation;
- (3) His or her removal;
- (4) Except as provided in RCW **\*3.46.067** and **3.50.057**, his or her ceasing to be a legally registered voter of the district, county, city, town, or other municipal or quasi municipal corporation from which he or she shall have been elected or appointed, including where applicable the council district, commissioner district, or ward from which he or she shall have been elected or appointed;
- (5) His or her conviction of a felony, or of any offense involving a violation of his or her official oath;
- (6) His or her refusal or neglect to take his or her oath of office, or to give or renew his or her official bond, or to deposit such oath or bond within the time prescribed by law;

(7) The decision of a competent tribunal declaring void his or her election or appointment; or

(8) Whenever a judgment shall be obtained against that incumbent for breach of the condition of his or her official bond.

[1994 c 223 § 2; 1993 c 317 § 9; 1981 c 180 § 4; Code 1881 § 3063; 1866 p 28 § 2; RRS § 9950.]

**Notes:**

**\*Reviser's note:** RCW **3.46.067** was repealed by 2008 c 227 § 12, effective July 1, 2008.

**Effective date •• 1994 c 223 § 2:** "(1) Section 2 of this act shall take effect January 1, 1995.

(2) \*Section 20 of this act shall take effect July 1, 1994." [1994 c 223 § 94.]

**\*Reviser's note:** The governor vetoed 1994 c 233 § 20.

**Severability •• Effective date--1993 c 317:** See notes following RCW **3.50.810**.

**Severability - - 1981 c 180:** See note following RCW **42.12.040**.

## 42.12.020

### Resignations, to whom made.

Resignations shall be made as follows: By the state officers and members of the legislature, to the governor; by all county officers, to the county commissioners of their respective counties; by all other officers, holding their offices by appointment, to the body, board or officer that appointed them.

[Code 1881 § 3062; 1865 p 28 § 1; RRS § 9949.]

**Notes:**

Appointments to fill vacancies: State Constitution Art. 2 § 15 (Amendment 32).

## 42.12.030

### Term of person elected to fill vacancy.

Whenever any officer resigns his or her office before the expiration of his or her term, or the office becomes vacant from any other cause, and at a subsequent special election such vacancy is filled, the person so elected to fill such vacancy shall hold office for the remainder of the unexpired term.

[2012 c 117 § 105; 1981 c 180 § 5; Code 1881 § 3066; 1866 p 30 § 6; RRS § 9951.]

**Notes:**

Severability · 1981 c 180: See note following RCW 42.12.040.

## 42.12.040

### Vacancy in partisan elective office — Successor elected — When.

(1) If a vacancy occurs in any partisan elective office in the executive or legislative branches of state government or in any partisan county elective office before the first day of the regular filing period, the position must be open for filing during the regular filing period as provided in RCW 29A.24.171 and a successor shall be elected at the general election. Except during the last year of the term of office, if such a vacancy occurs on or after the first day of the regular filing period, the election of the successor shall occur at the next succeeding general election as provided in RCW 29A.24.171. The elected successor shall hold office for the remainder of the unexpired term. This section shall not apply to any vacancy occurring in a charter county which has charter provisions inconsistent with this section.

(2) If a vacancy occurs in any legislative office or in any partisan county office after the general election in a year that the position appears on the ballot and before the start of the next term, the term of the successor who is of the same party as the incumbent may commence once he or she has qualified as defined in RCW 29A.04.133 and shall continue through the term for which he or she was elected.

[2013 c 11 § 88; 2011 c 349 § 27. Prior: 2006 c 344 § 29; 2005 c 2 § 15 (Initiative Measure No. 872, approved November 2, 2004); 2003 c 238 § 4; 2002 c 108 § 2; 1981 c 180 § 1.]

#### Notes:

Effective date · 2011 c 349 §§ 10-12, 27, 28, and 30: See note following RCW 29A.24.171.

Effective date · 2006 c 344 §§ 1-16 and 18-40: See note following RCW 29A.04.311.

Short title --Intent·Contingent effective date-- 2005 c 2 (Initiative Measure No. 872): See notes following RCW 29A.52.112.

Contingent effective date · 2003 c 238: See note following RCW 36.16.110.

Severability - 1981 c 180: "If any provision of this act, or its application to any person or circumstance is held invalid, the remainder of the act, or the application of the provision to other persons or circumstances is not affected." [1981 c 180 § 6.]

County office, appointment of acting official: RCW 36.16.115.

## 42.12.070

### Filling nonpartisan vacancies.

A vacancy on an elected nonpartisan governing body of a special purpose district where property ownership is not a qualification to vote, a town, or a city other than a first-class city or a charter code city, shall be filled as follows unless the provisions of law relating to the special district, town, or city provide otherwise:

(1) Where one position is vacant, the remaining members of the governing body shall appoint a qualified person to fill the vacant position.

(2) Where two or more positions are vacant and two or more members of the governing body remain in office, the remaining members of the governing body shall appoint a qualified person to fill one of the vacant positions, the remaining members of the governing body and the newly appointed person shall appoint another qualified person to fill another vacant position, and so on until each of the vacant positions is filled with each of the new appointees participating in each appointment that is made after his or her appointment.

(3) If less than two members of a governing body remain in office, the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person or persons to the governing body until the governing body has two members.

(4) If a governing body fails to appoint a qualified person to fill a vacancy within ninety days of the occurrence of the vacancy, the authority of the governing body to fill the vacancy shall cease and the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person to fill the vacancy.

(5) If the county legislative authority of the county fails to appoint a qualified person within one hundred eighty days of the occurrence of the vacancy, the county legislative authority or the remaining members of the governing body of the city, town, or special district may petition the governor to appoint a qualified person to fill the vacancy. The governor may appoint a qualified person to fill the vacancy after being petitioned if at the time the governor fills the vacancy the county legislative authority has not appointed a qualified person to fill the vacancy.

(6) As provided in chapter **29A.24** RCW, each person who is appointed shall serve until a qualified person is elected at the next election at which a member of the governing body normally would be elected. The person elected shall take office immediately and serve the remainder of the unexpired term.

[2013 c 11 § 89; 2011 c 349 § 28; 1994 c 223 § 1.]

**Notes:**

**Effective date-- 2011 c 349 §§ 10-12, 27, 28, and 30:** See note following RCW **29A.24.171**.

**RCW 35A.12.030****Eligibility to hold elective office.**

No person shall be eligible to hold elective office under the mayor-council plan unless the person is a registered voter of the city at the time of filing his or her declaration of candidacy and has been a resident of the city for a period of at least one year next preceding his or her election. Residence and voting within the limits of any territory which has been included in, annexed to, or consolidated with such city is construed to have been residence within the city. A mayor or councilmember shall hold within the city government no other public office or employment except as permitted under the provisions of chapter **42.23** RCW.

[2009 c 549 § 3006; 1979 ex.s. c 18 § 20; 1967 ex.s. c 119 § **35A.12.030.**]

**Notes:**

**Severability --1979 ex.s. c 18:** See note following RCW **35A.01.070.**

**RCW 42.30.060****Ordinances, rules, resolutions, regulations, etc., adopted at public meetings-Notice  
— Secret voting prohibited.**

(1) No governing body of a public agency shall adopt any ordinance, resolution, rule, regulation, order, or directive, except in a meeting open to the public and then only at a meeting, the date of which is fixed by law or rule, or at a meeting of which notice has been given according to the provisions of this chapter. Any action taken at meetings failing to comply with the provisions of this subsection shall be null and void.

(2) No governing body of a public agency at any meeting required to be open to the public shall vote by secret ballot. Any vote taken in violation of this subsection shall be null and void, and shall be considered an "action" under this chapter.

[1989 c 42 § 1; 1971 ex.s. c 250 § 6.]

## RCW 42.30.110

## Executive sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

(a) To consider matters affecting national security;

(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;

(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;

(d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;

(e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;

(f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;

(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

(h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;

(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW 5.60.060(2)(a) concerning:

## Sample Questions for Councilmember Interviews

Candidate Name: \_\_\_\_\_

1. **Mayor** Briefly describe your educational background, work experience and community service activities.
  
2. Why are you interested in serving on the council and what do you hope to accomplish?
  
3. \_\_\_\_\_What assets or strengths do you bring to the City Council?
  
4. \_\_\_\_\_What is your vision for our city and community?
  
5. What are the two highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?
  
6. Please describe your view of how the city should facilitate growth in our community.
  
7. How should the City prioritize its economic development efforts?
  
8. \_\_\_\_\_  
\_\_\_\_\_

- **Mayor** Are there any follow-up clarification questions?
- **Mayor** Does the applicant have any questions for the Council?