GOLDENDALE CITY COUNCIL
REGULAR MEETING
APRIL 4, 2016
7:00 PM

A. Call to Order
   1. Pledge of Allegiance

B. Roll Call

C. Public Hearing

D. Agenda
   1. Approval of Agenda
   2. Consent Agenda
      a. Approval of Minutes
      b. Claims
      c. Payroll
      d. Other

E. Presentations

F. Department Reports

G. Council Business
   1. Agreements for Approved Tourism Awards

H. Resolutions
   1. Declaring Property Surplus – 1988 Ford F-350
   2. Revised Personnel Job Descriptions
   3. Declaring Property Surplus – Air Equipment

I. Ordinances

J. Report of Officers and City Administrator

K. Public Comment

L. Executive Session

M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON APRIL 18, 2016 AT 7:00 PM.

AGENDA TITLE: **CONSENT AGENDA**

DATE: **APRIL 4, 2016**

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION:
The consent agenda includes the following:
Minutes of the March 21, 2016 regular council meeting, first pay period March checks #46080 – 46123, 900592 in the amount of $68,846.92, April 4, 2016 claims checks #46124 – 46166, 900593 in the amount of $60,798.89.

FISCAL IMPACT:
Payroll checks in the amount of $68,846.92, claims checks in the amount of $60,798.89.

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
MARCH 21, 2016
7:00 PM

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

ROLL CALL

7:01:34 PM

PRESENT:	Mayor Michael A Canon Council Member Lucille Bevis Council Member Len Crawford Council Member Andy Halm Council Member Gary Hoctor Council Member Guy Theriault Council Member Carmen Knopes Council Member John Sullivan
STAFF:	City Administrator Larry Bellamy Clerk-Treasurer Connie Byers Public Works Director Karl Enyeart Fire Chief Noah Halm 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 Len Crawford, to approve the agenda and consent agenda.

7:01:54 PM

AYES:	Council Member Lucille Bevis Mayor Michael A Canon Council Member Len Crawford Council Member Andy Halm Council Member Gary Hoctor Council Member Guy Theriault Council Member Carmen Knopes Council Member John Sullivan
NAYS:	None.

MOTION CARRIED UNANIMOUSLY 8-0.

DEPARTMENT REPORTS

Karl informed council on the WCNIP.

Noah informed council on work the Public Works Department has done to improve our insurance rating.

Reggie informed council that by the end of the week we hope to have a conditional offer for an eighth officer. Also Kevin Dyment is retiring and we are having a party for him on March 30th at noon and the entire council is invited.

Hanna updated the council on her survey idea and hopes to have an example at the next meeting.

COUNCIL BUSINESS

Notice of Award for the WCNIP
Karl explained the project and recommended the bid to be awarded to POW Construction.

It was moved by Council Member Gary Hoctor, seconded by Council Member Len Crawford, to award the base bid in the amount of $2,135,899.38 to POW Contracting, Inc. for the 2016 West Columbus Neighborhood Improvement Project.

7:07:20 PM

AYES:	Council Member Lucille Bevis
	Council Member Len Crawford
	Council Member Andy Halm
	Council Member Gary Hoctor
	Council Member Guy Theriault
	Council Member Carmen Knopes
	Council Member John Sullivan
NAYS:	None.

MOTION CARRIED UNANIMOUSLY 7-0.

Pioneer Surveying and Engineering Contract for the WCNIP
Karl stated this is for the construction and engineering for the WCNIP.

It was moved by Council Member Gary Hoctor, seconded by Council Member Guy Theriault, to authorize the Mayor to execute a professional service contract with Pioneer Surveying and Engineering Inc. for construction engineering services of the West Columbus Neighborhood Improvement Project in an amount not to exceed $198,210.

7:08:21 PM

AYES:	Council Member Lucille Bevis
	Council Member Len Crawford

Council Member Andy Halm
Council Member Gary Hoctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

Engagement Letter for Bond Counsel Services

Larry explained the cost estimates and funding for the WCNIP and recommends execution of the engagement letter.

It was moved by Council Member Gary Hoctor, seconded by Council Member Guy Theriault, to authorize the Mayor to execute an engagement letter for bond counsel services for the issuance of a limited tax general obligation bond in an amount not to exceed $6,500.

7:12:38 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

RESOLUTIONS

Surplus Property Declaration

Reggie explained that there are three vehicles that are not being used and recommends adoption of this resolution.

It was moved by Council Member Gary Hoctor, seconded by Council Member Guy Theriault, to adopt Resolution No. 652 authorizing the sale of surplus property using the advertisement and sealed bid approach.

7:16:55 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan

NAYS: None.
MOTION CARRIED UNANIMOUSLY 7-0.

ORDINANCES

First Reading for Ordinance Establishing the General Obligation Bond
Larry explained the ordinance and recommended accepting it for its first reading.

It was moved by Council Member Gary Hoctor, seconded by Council Member Guy Theriault, to accept the ordinance establishing the issuance of sale of a limited tax general obligation bond in the amount of $600,000 through Cashmere Valley Bank for its first reading.

7:19:02 PM
AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
NAYS: None.
MOTION CARRIED UNANIMOUSLY 7-0.

Second Reading for Establishment of a Public Zoning District
Larry explained Marinas was removed from the ordinance and is ready for its second reading.

It was moved by Council Member Gary Hoctor, seconded by Council Member Guy Theriault, to accept Ordinance No. 1461 establishing a Public District zoning code.

7:20:06 PM
AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hoctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
NAYS: None.
MOTION CARRIED UNANIMOUSLY 7-0.

REPORT OF OFFICERS AND CITY ADMINISTRATOR

Gary asked the Chief to thank Kevin for his service to our community.

Lucille thanked the Police Department for their work on the car situation on Allyn and Klickitat.

Mayor Canon stated that this week we will be meeting with District Director Shari Hildreth Wednesday morning at 11:30 to discuss economic development. In the afternoon, Maria Cantwell, will hold a roundtable discussion at the Klickitat County Public Works Conference Room with the Mayor's and Klickitat County Officials. I also want to get the word out that our Police are not to be shoved and not to be called names.

Larry stated that Paulette would like to meet regarding the award of funding to the Farmers Market. An Event Committee meeting was set for March 28 at 6:15.

EXECUTIVE SESSION

Property Negotiations 42.30.110 (c)
It was moved by Council Member Guy Theriault, seconded by Council Member Len Crawford, to go into executive session for ½ hour.

7:30:58 PM

AYES:	Council Member Lucille Bevis
	Council Member Len Crawford
	Council Member Andy Halm
	Council Member Gary Hoctor
	Council Member Guy Theriault
	Council Member Carmen Knopes
	Council Member John Sullivan
NAYS:	None.

MOTION CARRIED UNANIMOUSLY 7-0.

Mayor Canon announced that we came out of executive session with no decisions made.

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

7:47:17 PM

AYES:	Council Member Lucille Bevis
	Council Member Len Crawford
	Council Member Andy Halm
	Council Member Gary Hoctor
	Council Member Guy Theriault

Council Member Carmen Knopes
Council Member John Sullivan

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

_____

Michael A Canon, Mayor

_____

Connie Byers, Clerk-Treasurer

Register

Fiscal: 2016
Deposit Period: 2016 - Mar 2016
Check Period: 2016 - Mar 2016 - 2nd Council Mar 2016

Number	Name	Print Date	Clearing Date	Amount
Columbia State Bank	**20016310**			
Check				
46124	US Bank	3/21/2016		$6,161.70
46125	Action Medical	4/4/2016		$48.00
46126	Allyns Building Center	4/4/2016		$816.15
46127	AT&T Mobility	4/4/2016		$826.00
46128	Avista Utilities	4/4/2016		$894.41
46129	Bishop Sanitation Inc	4/4/2016		$187.50
46130	Book Nook, The	4/4/2016		$34.40
46131	Bryant Pipe & Supply Inc	4/4/2016		$17.96
46132	Centurylink AZ	4/4/2016		$167.57
46133	Centurylink NC	4/4/2016		$15.84
46134	Dell	4/4/2016		$456.88
46135	Environmental Resource Associates	4/4/2016		$805.89
46136	Ferguson Enterprises Inc #3001	4/4/2016		$655.90
46137	Goldendale Sentinel	4/4/2016		$228.00
46138	Goldendale Tire Center	4/4/2016		$123.57
46139	Goldendale, City of	4/4/2016		$269.67
46140	Gorge Networks	4/4/2016		$1,111.13
46141	Grainger	4/4/2016		$190.05
46142	Gwendolyn L Grundei	4/4/2016		$4,000.00
46143	JD Audio	4/4/2016		$260.00
46144	Joy Duggan Attorney at Law	4/4/2016		$162.50
46145	Kerns Shop & Propane	4/4/2016		$153.54
46146	Klickitat CO Health Dept	4/4/2016		$120.00
46147	Klickitat Co Sheriff	4/4/2016		$3,926.80
46148	L Paul Schneider Ph.D., ABPP	4/4/2016		$450.00
46149	Les Schwab Tire Center	4/4/2016		$150.55
46150	Luella Kemp	4/4/2016		$3,842.00
46151	MCP Mid Columbia Producers Inc	4/4/2016		$191.14
46152	MPH Industries Inc	4/4/2016		$1,177.13
46153	North Central Laboratories	4/4/2016		$681.01
46154	Pump Tech Inc	4/4/2016		$3,046.08
46155	Reggie Bartkouski	4/4/2016		$34.15
46156	Robert Thompson	4/4/2016		$177.12
46157	Schuknecht's Polygraph Service	4/4/2016		$175.00
46158	Softmart Inc	4/4/2016		$682.63
46159	Uline	4/4/2016		$366.94

Number	Name	Print Date	Clearing Date	Amount
46160	USA Blue Book	4/4/2016		$1,472.80
46161	Versatile Mobile Systems Inc	4/4/2016		$998.12
46162	Vision Municipal Solutions Llc	4/4/2016		$943.86
46163	WA St Dept of Ecology	4/4/2016		$17,931.42
46164	WA St Dept of Retirement Systems	4/4/2016		$25.00
46165	Wind River Office Cleaning	4/4/2016		$1,321.67
46166	Zep Manufacturing Co	4/4/2016		$203.61
900593	WA St Dept of Revenue	4/4/2016		$5,295.20
		Total	**Check**	**$60,798.89**
		Total	**20016310**	**$60,798.89**
		Grand Total		**$60,798.89**

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 46124 through 46166, 900593 in the amount of $60,798.89, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 30th day of March, 2016.

Connie Byers
Clerk-Treasurer

Register Activity

Fiscal: 2016
Period: 2016 - Mar 2016
Council Date: 2016 - Mar 2016 - 2nd Council Mar 2016

Reference	Date	Amount	Notes
Reference Number: 46124	**US Bank**	**$6,161.70**	
Invoice - 3/21/2016 10:29:38 AM	3/21/2016	$2,616.60	Visa Payment
Invoice - 3/21/2016 10:37:43 AM	3/21/2016	$3,545.10	Visa Payment
Reference Number: 46125	**Action Medical**	**$48.00**	
6311	3/29/2016	$48.00	Medical Supplies
Reference Number: 46126	**Allyns Building Center**	**$816.15**	
209458	2/1/2016	$54.80	Trash Can
209461	2/1/2016	($85.99)	Credit
209472	2/1/2016	$26.85	Sand Disc, Hinge
209493	2/1/2016	$3.31	Mip Plug
209518	2/1/2016	$6.13	Pan Head Phillips, Pierce Round Head
209638	2/4/2016	$24.17	Hose, Nozzle
209651	2/4/2016	$47.61	Spar Urethane
209811	2/8/2016	$7.85	Elbow, Adapter
209818	2/8/2016	$30.59	Caulk, Nozzle
209819	2/8/2016	$13.95	Nozzle, Hose End
209942	2/10/2016	$72.28	Lumber, Stakes, Tape Measure
209945	2/10/2016	$37.57	Primer, Nipple, Adapter....
209962	2/10/2016	$141.91	Plug, Adapter, Elbow, Bushing....
209972	2/10/2016	$17.14	Tee, Elbow
210006	2/11/2016	$42.90	Coupling, Nipple, Plug....
210008	2/11/2016	$37.38	Conduit, Elbow
210010	2/11/2016	$1.39	Coupling
210032	2/11/2016	$23.36	Nipple, Connector, Coupling....
210087	2/12/2016	$36.69	Coupling, Bushing, Adapter, Elbow
210089	2/12/2016	$49.43	Tee
210096	2/12/2016	$29.56	Poly Tube
210097	2/12/2016	$30.08	Adapter
210100	2/12/2016	$14.60	Tee
210415	2/18/2016	$4.92	Padlock Key
210446	2/19/2016	$9.22	Halogen Bulb
210616	2/23/2016	$11.81	Rd Conn Underground
210713	2/24/2016	$11.80	Utility Knife, Linoleum Knife
210758	2/25/2016	$28.12	Tee, Bushing, Elbow
210769	2/25/2016	$44.06	Osb Soffit Tex
210804	2/25/2016	$0.86	Utility Knife Return, Linoleum Knife

Reference	Date	Amount	Notes
Reference Number: 46126	**Allyns Building Center**	**$816.15**	
210805	2/25/2016	$30.81	Coupling, Tee, Bushing...
210809	2/25/2016	($4.84)	Credit Return,Tee, Bushing
210848	2/26/2016	$15.83	Lumber, Stakes
Reference Number: 46127	**AT&T Mobility**	**$826.00**	
287258483135X03182016	3/10/2016	$67.02	Chlorination Station
298078638874	3/17/2016	$758.98	Water/Sewer Monitoring
Reference Number: 46128	**Avista Utilities**	**$894.41**	
Invoice - 3/29/2016 2:12:41 PM	3/29/2016	$894.41	Nautural Gas
Reference Number: 46129	**Bishop Sanitation Inc**	**$187.50**	
46963	3/16/2016	$120.00	Ekone Park
47000	3/16/2016	$67.50	Airport
Reference Number: 46130	**Book Nook, The**	**$34.40**	
669841	3/9/2016	$34.40	Shadow Box
Reference Number: 46131	**Bryant Pipe & Supply Inc**	**$17.96**	
87310A	2/29/2016	$17.96	Street Ell
Reference Number: 46132	**Centurylink AZ**	**$167.57**	
Invoice - 3/29/2016 2:20:39 PM	3/29/2016	$167.57	Fax/DSL
Reference Number: 46133	**Centurylink NC**	**$15.84**	
Invoice - 3/29/2016 2:21:07 PM	3/29/2016	$15.84	
Reference Number: 46134	**Dell**	**$456.88**	
Invoice - 3/29/2016 2:28:47 PM	3/29/2016	$456.88	SonicWALL
Reference Number: 46135	**Environmental Resource Associates**	**$805.89**	
774147	12/14/2015	$805.89	Chemical
Reference Number: 46136	**Ferguson Enterprises Inc #3001**	**$655.90**	
0509081	3/11/2016	$655.90	Comp Union
Reference Number: 46137	**Goldendale Sentinel**	**$228.00**	
142585	2/25/2016	$200.00	Lateral Police Officer
142766	3/23/2016	$28.00	Ordinance 1461
Reference Number: 46138	**Goldendale Tire Center**	**$123.57**	
288256	3/8/2016	$123.57	Interstate Battery

Reference	Date	Amount	Notes
Reference Number: 46139	**Goldendale, City of**	**$269.67**	
2016-11	3/21/2016	$269.67	Bulk Water
Reference Number: 46140	**Gorge Networks**	**$1,111.13**	
I-1444073	3/17/2016	$1,111.13	Land Lines
Reference Number: 46141	**Grainger**	**$190.05**	
9062940938	3/23/2016	$136.86	Ear Plugs, Safety Glasses
9063715263	3/24/2016	$53.19	Respirator Wipes
Reference Number: 46142	**Gwendolyn L Grundei**	**$4,000.00**	
Invoice - 3/29/2016 2:46:48 PM	3/29/2016	$4,000.00	March Services
Reference Number: 46143	**JD Audio**	**$260.00**	
1125	3/20/2016	$260.00	Light Bar
Reference Number: 46144	**Joy Duggan Attorney at Law**	**$162.50**	
5Z1145124	3/21/2016	$65.00	Aric Reetz
6Z0072849	3/21/2016	$97.50	Logan Taylor
Reference Number: 46145	**Kerns Shop & Propane**	**$153.54**	
20005	2/29/2016	$16.79	Propane
20011	3/2/2016	$16.12	Round Bar
20014	3/3/2016	$10.86	Propane
20033	3/14/2016	$8.72	Steel
20035	3/14/2016	$101.05	250 75/25
Reference Number: 46146	**Klickitat CO Health Dept**	**$120.00**	
000027959	3/9/2016	$120.00	Testing
Reference Number: 46147	**Klickitat Co Sheriff**	**$3,926.80**	
Invoice - 3/29/2016 2:53:19 PM	3/29/2016	$3,926.80	February Jail Costs
Reference Number: 46148	**L Paul Schneider Ph.D., ABPP**	**$450.00**	
Invoice - 3/29/2016 2:53:43 PM	3/22/2016	$450.00	Juan Garcia
Reference Number: 46149	**Les Schwab Tire Center**	**$150.55**	
34800102523	3/10/2016	$150.55	Battery
Reference Number: 46150	**Luella Kemp**	**$3,842.00**	
Invoice - 3/29/2016 2:56:38 PM	3/29/2016	$3,842.00	Long-Term Care/Donald Kemp
Reference Number: 46151	**MCP Mid Columbia Producers Inc**	**$191.14**	
734093	3/8/2016	$126.69	Monobor Chlorate
734228	3/8/2016	$22.56	Spreader

Reference	Date	Amount	Notes
Reference Number: 46151	**MCP Mid Columbia Producers Inc**	**$191.14**	
735002	3/11/2016	$18.26	Gloves
735466	3/14/2016	$23.63	Chilly Grip XL
Reference Number: 46152	**MPH Industries Inc**	**$1,177.13**	
669277	3/11/2016	$1,177.13	Python III
Reference Number: 46153	**North Central Laboratories**	**$681.01**	
369756	3/10/2016	$180.95	Incubator Thermom
370119	3/18/2016	$500.06	Bod Standard, Gloves
Reference Number: 46154	**Pump Tech Inc**	**$3,046.08**	
0103766-IN	3/17/2016	$3,046.08	Chlor Briquettes
Reference Number: 46155	**Reggie Bartkouski**	**$34.15**	
Invoice - 3/29/2016 3:38:43 PM	3/29/2016	$34.15	Reimburstment
Reference Number: 46156	**Robert Thompson**	**$177.12**	
Invoice - 3/29/2016 3:39:55 PM	3/29/2016	$177.12	Reimbursment
Reference Number: 46157	**Schuknecht's Polygraph Service**	**$175.00**	
Invoice - 3/29/2016 3:40:52 PM	3/24/2016	$175.00	Nathaniel Wardrip
Reference Number: 46158	**Softmart Inc**	**$682.63**	
ARINV-675285	3/21/2016	$682.63	Symantec Endpoint Protection
Reference Number: 46159	**Uline**	**$366.94**	
75153665	3/8/2016	$366.94	Gloves
Reference Number: 46160	**USA Blue Book**	**$1,472.80**	
896555	3/11/2016	$71.97	Foot Lever
897072	3/11/2016	$1,179.29	Box Lid, Extension
901819	3/17/2016	$221.54	Extension
Reference Number: 46161	**Versatile Mobile Systems Inc**	**$998.12**	
79654	3/3/2016	$998.12	Honeywell Xenon
Reference Number: 46162	**Vision Municipal Solutions Llc**	**$943.86**	
Invoice - 3/29/2016 3:53:43 PM	3/29/2016	$943.86	
Reference Number: 46163	**WA St Dept of Ecology**	**$17,931.42**	
L0000008 #29	3/29/2016	$17,931.42	Loan L0000008
Reference Number: 46164	**WA St Dept of Retirement Systems**	**$25.00**	
1155698	3/16/2016	$25.00	OASI 2015

Reference	Date	Amount	Notes
Reference Number: 46165	**Wind River Office Cleaning**	**$1,321.67**	
358	3/27/2016	$1,321.67	March Service
Reference Number: 46166	**Zep Manufacturing Co**	**$203.61**	
9002169200	3/22/2016	$203.61	Trfld Twl
Reference Number: 900593	**WA St Dept of Revenue**	**$5,295.20**	
Invoice - 3/30/2016 8:08:32 AM	3/30/2016	$5,295.20	Excise Tax

Register

Number	Name	Fiscal Description	Cleared	Amount
46080	Bartkowski, Reggie	2016 - Mar 2016 - 1st Council Mar 2016		$2,752.48
46081	Bellamy, Larry D	2016 - Mar 2016 - 1st Council Mar 2016		$2,627.80
46082	Berkshire, Stan	2016 - Mar 2016 - 1st Council Mar 2016		$1,896.88
46083	Bevis, Lucille A	2016 - Mar 2016 - 1st Council Mar 2016		$46.02
46084	Bowen, Jeremy J	2016 - Mar 2016 - 1st Council Mar 2016		$1,239.98
46085	Byers, Connie L	2016 - Mar 2016 - 1st Council Mar 2016		$1,818.40
46086	Canon, Michael A	2016 - Mar 2016 - 1st Council Mar 2016		$446.61
46087	Casey, Brian P	2016 - Mar 2016 - 1st Council Mar 2016		$1,328.51
46088	Cooke, Robert C	2016 - Mar 2016 - 1st Council Mar 2016		$2,061.77
46089	Crawford, Leonard C	2016 - Mar 2016 - 1st Council Mar 2016		$46.02
46090	Dyment, Kevin	2016 - Mar 2016 - 1st Council Mar 2016		$1,877.35
46091	Enderby, Michelle R	2016 - Mar 2016 - 1st Council Mar 2016		$987.21
46092	Enyeart, Karl A	2016 - Mar 2016 - 1st Council Mar 2016		$2,700.75
46093	Fitzgibbons, Thomas R	2016 - Mar 2016 - 1st Council Mar 2016		$322.05
46094	Frantum, Douglas	2016 - Mar 2016 - 1st Council Mar 2016		$985.46
46095	Garcia, Juan C	2016 - Mar 2016 - 1st Council Mar 2016		$1,183.05
46096	Halm, Andrew J	2016 - Mar 2016 - 1st Council Mar 2016		$46.02
46097	Halm, Noah M	2016 - Mar 2016 - 1st Council Mar 2016		$418.66
46098	Hoctor, Gary Robert	2016 - Mar 2016 - 1st Council Mar 2016		$46.02
46099	Hunziker, Jay Allen	2016 - Mar 2016 - 1st Council Mar 2016		$1,839.97
46100	Hutchins, Maria P	2016 - Mar 2016 - 1st Council Mar 2016		$1,529.31
46101	Knopes, Carmen A	2016 - Mar 2016 - 1st Council Mar 2016		$46.02
46102	Lucatero, Leo B	2016 - Mar 2016 - 1st Council Mar 2016		$2,147.02
46103	O'Connor, Andrew F	2016 - Mar 2016 - 1st Council Mar 2016		$2,208.82
46104	Oswalt, Bert F	2016 - Mar 2016 - 1st Council Mar 2016		$1,941.85
46105	Perez, Benjamin A	2016 - Mar 2016 - 1st Council Mar 2016		$1,151.08
46106	Pineda, Eric M	2016 - Mar 2016 - 1st Council Mar 2016		$69.90
46107	Randall, Steven A	2016 - Mar 2016 - 1st Council Mar 2016		$273.93
46108	Shelton, Kelsey A	2016 - Mar 2016 - 1st Council Mar 2016		$1,418.44
46109	Smith, Michael L	2016 - Mar 2016 - 1st Council Mar 2016		$1,893.73
46110	Stelljes, Michael S	2016 - Mar 2016 - 1st Council Mar 2016		$1,461.82
46111	Sullivan, Donald L	2016 - Mar 2016 - 1st Council Mar 2016		$114.98
46112	Sullivan, John F	2016 - Mar 2016 - 1st Council Mar 2016		$46.02
46113	Theriault, Guy R	2016 - Mar 2016 - 1st Council Mar 2016		$46.02
46114	Thompson, Robert L	2016 - Mar 2016 - 1st Council Mar 2016		$1,356.11
46115	Wells, Sandy R	2016 - Mar 2016 - 1st Council Mar 2016		$1,192.68
46116	Council Trust Acct.	2016 - Mar 2016 - 1st Council Mar 2016		$914.32
46117	Deferred Comp Program	2016 - Mar 2016 - 1st Council Mar 2016		$105.00
46118	Dept of Labor & Industries	2016 - Mar 2016 - 1st Council Mar 2016		$1,888.88

Number	Name	Fiscal Description	Cleared	Amount
46119	Dept of Retirement	2016 - Mar 2016 - 1st Council Mar 2016		$8,818.99
46120	Employment Security	2016 - Mar 2016 - 1st Council Mar 2016		$114.06
46121	Goldendale, City of	2016 - Mar 2016 - 1st Council Mar 2016		$90.00
46122	ICMA Retirement Trust (Plan 302195)	2016 - Mar 2016 - 1st Council Mar 2016		$112.50
46123	Washington State Support Registry	2016 - Mar 2016 - 1st Council Mar 2016		$41.98
900592	City of Goldendale	2016 - Mar 2016 - 1st Council Mar 2016		$15,192.45
				$68,846.92

AGENDA BILL: G1

AGENDA TITLE: AGREEMENTS FOR APPROVED TOURISM AWARDS

DATE: APRIL 4, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION:
As a follow-up to the council's resolution for tourism awards, the attached agreements are ready for approval.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AGREEMENT FOR TOURISM PROMOTION SERVICES WITH W.E. ROCK EVENTS, LLC IN THE AMOUNT OF $2,500 AND MARYHILL RATZ, LLC. IN THE AMOUNT OF $5,000.

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE W. E. ROCK EVENTS, LLC

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and W. E. Rock Events, LLC, c/o 51 N Broadway #142, Blackfoot ID 83221, a non-profit corporation, hereinafter referred to as the "W.E. ROCK".

II. RECITALS

A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.

B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.

C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

III. STATEMENT OF SERVICES

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

IV. COMPENSATION

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

V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2016 and terminate December 31, 2016.

VI. DOCUMENTS INCORPORATED

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

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

VII. ADMINISTRATION

Goldendale's Contracting Officer for this work is Michael Canon, Mayor or his designee.

VIII. BOUND PARTIES

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

IX. EXECUTION

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

CITY OF GOLDENDALE

By: _____
Title: Mayor

ATTEST:

By: _____
City Clerk

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

W. E. ROCK EVENTS, LLC

By: Richard C Klein II
Digitally signed by Richard C Klein II
DN: cn=Richard C Klein II, o=WE Rock Events, ou, email=bigrich@werocklive.com, c=US
Date: 2016.03.18 08:23:37 -06'00'
Title: President

SIGN HERE

W.E. ROCK Federal ID No:

26-0843472

Address: 51 N. Broadway #142
Blackfoot, ID 83221

1. DEFINITIONS

(a) GOLDENDALE
"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation. "*W.E. ROCK*" shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*
A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of *W.E. ROCK* for the performance of any part of the work.

2. AGREEMENT

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

3. INDEPENDENT CONTRACTOR

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

4. PROFESSIONAL CONDUCT

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

5. INDEMINIFICATION

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

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

UNDER SUCH ACTS. W.E. ROCK ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. **INSURANCE**

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

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

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

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

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

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

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

8. **NONDISCLOSURE**

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

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

9. **SUBCONTRACTS**

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

10. COMPLIANCE WITH LAWS

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

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

11. TERMINATION

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

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

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

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

12. CHANGES

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

13. PROGRESS REVIEW

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

14. AUDITS

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

15. REPORTS AND RECORDS

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

16. NOTICES

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

- END

APPENDIX A

SCOPE OF WORK

Advertise, market, and operate the World Extreme Rock Crawling, Western Regional Event on Saturday, August 6 and Sunday, August 7.

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

COMPENSATION

Date:	Amount Due	Aggregate
August 31	$ 2,500.00	$ 2,500.00
TOTAL	$ 2,500.00	

METHOD OF PAYMENT

Payments will be made based on claims for reimbursement of expenses incurred by the W.E. ROCK in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 25, 2016. This payment will be processed by the City Council at the first Monday council meeting on February 1, 2016).

REPORTING AND RECORD KEEPING

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

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

Appendix C

Post Event/Activity Information Report for Lodging Tax Recipients

Festivals, special events and tourism-related facilities

Report is due immediately after event but no later than January 31, 2016

Email to: lbellamy@ci.goldendale.wa.us or

Mail to: City of Goldendale, 1103 S Columbus Ave, Goldendale, WA 98620

1. Organization Name:

2. Event Name:

   Or

   Tourism Facility:

3. Total Goldendale lodging tax funds used for Event or Facility $ _____

4. Total Cost of Event or Facility $ _____

5. Estimated total event attendance or user count for the facility: _____

6. Estimated total number of Out-of-State participants: _____

7. Please provide details for the Event or Facility.
   Of the total event attendance, estimate the number of participants for each of the following categories:

   1) Staying overnight in paid accommodations away from their place of residence or business. _____

   2) Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling more than 50 miles. _____

   3) Staying for the day only and traveling more than 50 miles. _____

   4) Attending but not included in one of the three categories above. _____

8. Describe methodology used to determine the attendance figures answered in questions 5, 6 and 7.

Submitted by: _____ Date: _____

E-mail or phone number: _____

CITY OF GOLDENDALE

AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE MARYHILL RATZ LLC

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and Maryhill Ratz LLC, 13229 Linden Avenue North, Suite B404, Seattle, WA 98133 corporation, hereinafter referred to as the "MARYHILL RATZ".

II. RECITALS

A. Goldendale has imposed a tax pursuant to chapter 67.28 of the Revised Code of Washington, known as the Hotel/Motel Tax.

B. Chapter 67.28 of the Revised Code of Washington authorizes agreements with marketing organizations for marketing and operation of special events and festivals.

C. Pursuant to RCW 67.28.1815, the City of Goldendale is authorized to expend special excise tax funds for "paying all or any part of the costs of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities". "Tourism promotion" is defined in RCW 67.28.080(6) as amended by Chapter 497 Laws of 2007, to mean activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or operation of special events and festivals designed to attract tourists.

III. STATEMENT OF SERVICES

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

IV. COMPENSATION

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

V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2016 and terminate December 31, 2016.

VI. **DOCUMENTS INCORPORATED**

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

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

VII. **ADMINISTRATION**

Goldendale's Contracting Officer for this work is Michael Canon, Mayor or his designee.

VIII. **BOUND PARTIES**

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

IX. **EXECUTION**

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

CITY OF GOLDENDALE

By: _____
Title: Mayor

ATTEST:

By: _____
City Clerk

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

MARYHILL RATZ LLC

By: _____
Title: President

MARYHILL RATZ Federal ID No:
457986931

Address: 13229 Linden Ave N.
Suite B404
Seattle, Wa 98133

1. DEFINITIONS

(a) GOLDENDALE
"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation. "*MARYHILL RATZ*" shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*
A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of *MARYHILL RATZ* for the performance of any part of the work.

2. AGREEMENT

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

3. INDEPENDENT CONTRACTOR

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

1. PROFESSIONAL CONDUCT

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

2. INDEMINIFICATION

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

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

IMMUNITY UNDER SUCH ACTS. MARYHILL RATZ ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

3. **INSURANCE**

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

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

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

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

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

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

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

5. **NONDISCLOSURE**

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

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

6. **SUBCONTRACTS**

Any contract entered into by *MARYHILL RATZ* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of GOLDENDALE shall be void. Consent will not be given to any proposed contract, as mentioned

above, which would relieve *MARYHILL RATZ* or its insurer of its responsibilities under this Agreement.

7. **COMPLIANCE WITH LAWS**

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

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

8. **TERMINATION**

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

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

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

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

9. **CHANGES**

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

10. **PROGRESS REVIEW**

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

11. **AUDITS**

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

12. **REPORTS AND RECORDS**

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

13. **NOTICES**

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

- END

APPENDIX A

SCOPE OF WORK

Advertise, market, and operate the "Showdown at the Loops" on June 21 through June 25th, 2016

In addition, the City agrees to provide the following:

1. Use of Ekone Park for tent camping for the event workers and event participants and to waive the fee for use of the Sector A, only see attached map. A park security person or volunteer to be provided by Maryhill Ratz.

2. Place a 20-yard roll off dumpster for trash at Ekone Park (June 20 – June 25, 2016).

3. Place 5 Port-a-potties at Ekone Park (June 20 – June 25, 2016).

4. Place 10 trash cans at Ekone Park, City will dump trash cans once a day (June 20 – 25, 2016)

5.

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

COMPENSATION

Date:	Amount Due	Aggregate
March 31	$ 1,000.00	$1,000.00
April 30	$ 1,000.00	$2,000.00
May 31	$ 1,000.00	$3,000.00
June 30	$ 2,000.00	$5,000.00
TOTAL	$ 5,000.00	

METHOD OF PAYMENT

Payments will be made based on claims for expenses incurred by the MARYHILL RATZ in connection with performing the approved scope of work. Payments can be made on a monthly basis in accordance with the schedule above. Claims for reimbursement will be paid in an amount not to exceed the aggregate total. Claims for reimbursement that exceed the aggregate total can be carried over to the next month. The invoice should be submitted one week prior to the first Monday of the month following the month of service (For example, the invoice for payment of services for January should be submitted to the City by January 25, 2016. This payment will be processed by the City Council at the first Monday council meeting on February 1, 2016).

REPORTING AND RECORD KEEPING

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

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

Please mail and make checks Payable to the

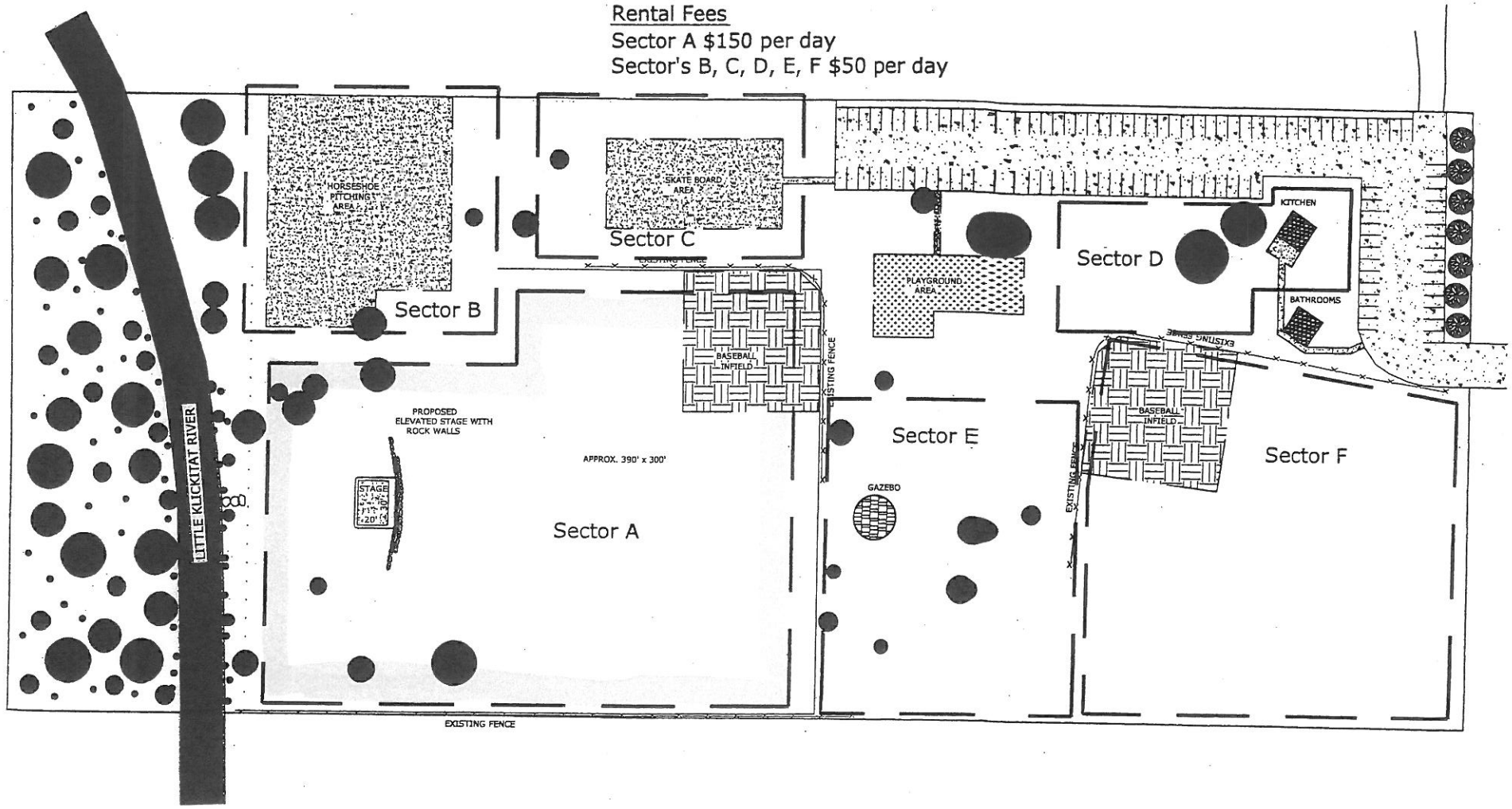
Maryhill Museum of Art.
35 Maryhill Museum Drive
Goldendale Wa
98620

EKONE PARK

Rental Fees

Sector A $150 per day

Sector's B, C, D, E, F $50 per day



AGENDA BILL: H1

AGENDA TITLE: DECLARING PROPERTY SURPLUS – 1988 FORD F-350

DATE: APRIL 4, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X____

RESOLUTION____X_____ OTHER_____

MOTION_____X_____

EXPLANATION:
Per Noah's request.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ADOPT RESOLUTION NO. 653 DECLARING THE 1988 FORD F-350 AS SURPLUS BE SOLD USING THE SEALED BID METHOD.

CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON

RESOLUTION NO. 653

A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND AUTHORIZING ITS SALE PURSUANT TO RCW 39.33.010 et seq.

WHEREAS, the Goldendale Fire Department has certain personal property that is no longer necessary and appropriate for use by such department or any other City department, and

WHEREAS, the Goldendale Fire Department has determined that the fair market value is less than $50,000, and

NOW, THEREFORE BE IT RESOLVED by the City Council as follows:

The following listed personal property is hereby declared surplus to the needs of the City of Goldendale and may be sold by sealed bid:

1988 Ford F-350 XLT Lariat 4x4 VIN ZFTJW36G3JCA09472

PASSED, ADOPTED AND APPROVED this 4th day of April, 2016.

CITY COUNCIL OF THE CITY OF
GOLDENDALE, WASHINGTON

By:_____
Michael Canon, Mayor

ATTEST:_____
Connie Byers, Clerk-Treasurer

CITY OF GOLDENDALE
FIRE DEPARTMENT

225 W. Court Street
Goldendale, WA

Phone 509-773-4240
Fax 509-773-4444
gdalefire@gorge.net

Memo

03/29/2016

To: Mayor Cannon and City Council
From: Fire Chief Noah Halm
Subject: Declaration of Surplus Vehicle

I am asking that the following vehicle be surplused by the means of a sealed bid to be conducted at the back parking lot of Goldendale City Hall. The City of Goldendale Fire Department will be surplusing the following vehicle:

VECHILE

	Make	VIN	Est. Value	Color
1.	1988 Ford XLT Lariat F-350 4x4, 4 door, bank power pack	ZFTJW36G3JCA09472	$500.00	White

There is no other City of Goldendale Department that could use this vehicle that is located at the City of Goldendale Impound Yard. It has been determined that this vehicle should be sold to the general public by the means of a sealed bid.

AGENDA BILL: H2

AGENDA TITLE: REVISED PERSONNEL JOB DESCRIPTIONS

DATE: APRIL 4, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X____

RESOLUTION____X_____ OTHER_____

MOTION_____X_____

EXPLANATION:
See Karl Enyeart's memo attached.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE RESOLUTION NO. 654 ADOPTING REVISED PERSONNEL JOB DESCRIPTIONS FOR THE CITY OF GOLDENDALE.

City of Goldendale

Memo

To: Mayor and Council

From: Karl Enyeart, PE, Public Works Director

CC: Larry Bellamy, City Administrator

Date: 4/4/16

Re: Water/Wastewater Treatment Plant Operator 1 job description revision

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Attached is:

- New job description for WWTP operator 1

Rob Cooke is retiring at the end of May and we are preparing to advertise to replace his position. The existing job description for the Water/Wastewater Treatment Plant Operator 1 position is outdated. Revisions need to be made to remove duties not required anymore and include duties not previously listed. I went through this job description with Rob and Andy O'Connor WWTPO supervisor and the changes are included in the attached job description.

I recommend approval of the revisions to the WWTPO 1 job description.

CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON

RESOLUTION NO. 654

A RESOLUTION ADOPTING REVISED PERSONNEL JOB DESCRIPTIONS FOR THE CITY OF GOLDENDALE

WHEREAS, the City of Goldendale recognizes the need to update and clarify its personnel job descriptions and,

WHEREAS, the City of Goldendale wishes to ensure that proper personnel job descriptions are instituted for the betterment of the City and of its employees, **NOW THEREFORE,**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON, THAT THE ATTACHED PERSONNEL JOB DESCRIPTIONS FOR Water/Wastewater Treatment Plant Operator 1.

READ, APPROVED AND PASSED this 4th day of April, 2016.

_____
Michael A Canon, Mayor

Attest:

_____
Connie Byers, Clerk-Treasurer

CITY OF GOLDENDALE

POSITION DESCRIPTION

TITLE: Water/Wastewater Treatment Plant Operator I

FLSA Classification: Non-Exempt, Union

CLASSIFICATION SUMMARY:
As an operator at the Water/Wastewater Treatment Plant, maintains a daily log of operational conditions and duties. Record and report all test results to the Washington State Department of Ecology and Department of Health. Operate water disinfection equipment and perform the tests associated with water disinfection.

SUPERVISION RECEIVED AND EXERCISED:

Receives immediate supervision from the Water/Wastewater Supervisor.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Preventative Maintenance not limited to routine repairs and replacement of ultraviolet lights, aeration basin equipment for the Wastewater Treatment Plant and maintenance and repair on all calcium hypochlorite generators for the water system.

2. Take grab samples and composite samples for Department of Ecology required testing. Order supplies from chemical companies.

3. Perform laboratory tests as required by N.P.D.E.S. permit, including five-day biochemical oxygen demand, dissolved oxygen, pH, suspended solids, fecal and total coliform testing, phosphate and ammonia. All testing to be done I.A.W. Wastewater Treatment Plant Lab Q.A. Manual.
   Operates Supervisory Control and Data Acquisition (SCADA) system.

4. Perform turbidity, total dissolved solids, pH, harness and alkalinity tests as required by Department of Health and in accordance with Wastewater Treatment Plant Lab Q.A. Manual.

5. Performs duties on an as needed basis and not limited to irrigation of facilities lawns, shoveling snow, performing extra laboratory tests as required by Department of Ecology and minor maintenance and restoration of laboratory and pump station buildings.

6. All applicable safety procedures must be followed due to potentially hazardous conditions.
7. Must pass a pre-employment drug screening
8. Operator will be required to rotate standby duties with other employee at the wastewater treatment plant and live within 20 minutes of the wastewater treatment plant.

9. Performs other duties as assigned.

SELECTION FACTORS:

Knowledge of:

- Department of Ecology testing requirements.
- Chemicals and laboratory tests.
- Additional knowledge, skills and abilities as described under the prinicipal duties and responsibilities and as may be required by the City at the time of hiring.
- Extended Aeration and Biolac wastewater treatment plant

Ability to:

- Work independently.
- Must have reading, writing, math and job related skills and abilities normally acquired through the completion of a high school diploma.
- Knowledge of SCADA systems or IT experience will be given preference.

TOOLS AND EQUIPMENT USED

Hand tools and lab equipment

WORKING CONDITIONS

Be able to lift 50 pounds and work in inclement weather

MINIMUM QUALIFICATIONS:

1. Ability to obtain a Wastewater Treatment Plan Operators license through Department of Ecology.

2. Possess a valid Washington State drivers license.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the positions.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

AGENDA BILL: H3

AGENDA TITLE: DECLARING PROPERTY SURPLUS – AIR EQUIPMENT

DATE: APRIL 4, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X____

RESOLUTION____X_____ OTHER_____

MOTION_____X_____

EXPLANATION:
Per Noah's request.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ADOPT RESOLUTION NO 655 DECLARING THE AIR EQUIPMENT AS SURPLUS AND AUTHORIZING THEIR TRANSFER TO THE APPLETON FIRE DEPARTMENT IN THE AMOUNT OF $3,000.

CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON

RESOLUTION NO. 655

A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND AUTHORIZING ITS TRANSFER PURSUANT TO RCW 39.33.010 et seq.

WHEREAS, the Goldendale Fire Department has certain personal property that is no longer necessary and appropriate for use by such department or any other City department, and

WHEREAS, the Goldendale Fire Department has determined that the fair market value is less than $3,500, and

WHEREAS, the Appleton Fire Depart has agreed to purchase the surplus equipment in its "as is" condition in the amount of $3,000, and

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

The following listed personal property is hereby declared surplus to the needs of the City of Goldendale and may be transferred to the Appleton Fire Department in the amount of $3,000.00:

(1) Mako Compressor; model ACI 05E; 5000 PSI' Serial # :54054947
(1) 6 bank cascade filling header with low pressure and high pressure filling lines
(6) HC-4500 air storage bottles with stands
(1) Diamond plate open top 2 bottle filling containment stand

READ, APPROVED AND PASSED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE, THIS 4TH DAY OF APRIL, 2016.

By:_____
Michael A Canon, Mayor

Attest:_____
Connie Byers, Clerk-Treasurer

CITY OF GOLDENDALE
FIRE DEPARTMENT
225 W. Court Street
Goldendale, WA 98620
Phone 509-773-4240
Fax 509-773-4444
gdalefire@gorge.net

Surplus:

Attached quote from Cascade Fire includes compressor, bottles and cascade system; $3,776.50
Verbally quoted from Steve Morris at Seawestern Fire Equipment includes compressor, bottle, and cascade system; $3,000 to $4,000

Information on surplus items:

(1) Mako Compressor; model ACI 05E; 5000 PSI; Serial #:54054947
(1) 6 Bank Cascade Filling Header with low pressure and high pressure filling lines

(6) HC-4500 Air storage bottles with stands
(1) Diamond Plate open top 2 bottle filling containment stand