B. Applicant's Request for a Joint Hearing. The applicant may request that the public hearing on a permit application be combined as long as the joint hearing can be held within the time periods set forth in this title. In the alternative, the applicant may agree to a particular schedule if that additional time is needed in order to complete the hearings.

C. Prerequisites to Joint Public Hearing. A joint public hearing may be held with another local, state, regional, federal or other agency and the city, as long as:

1. The other agency is not expressly prohibited by statute from doing so;

2. Sufficient notice of the hearing is given to meet each of the agencies' adopted notice requirements as set forth in statute, ordinance or rule; and

3. The agency has received the necessary information about the proposed project from the applicant in enough time to hold its hearing at the same time as the local government hearing.

17.58.060 Legislative decisions.

A. Decisions. The following decisions are legislative, and are not subject to the procedures in this chapter, unless otherwise specified:

1. Zoning code text and zoning district amendments;

2. Adoption of development regulations and amendments;

3. Area-wide rezones to implement new city policies;

4. Adoption of the comprehensive plan and any plan amendments; and

5. Annexations.

B. Planning Commission. The planning commission shall hold a public hearing and make recommendations to the city council on the decisions listed in subsection A of this section. The public hearing shall be held in accordance with the requirements of Sections 17.58.410 to .480.

C. City Council. The city council may consider the planning commission's recommendation in a public meeting held in accordance with the requirements of this chapter.

D. Board of Adjustment. The board of adjustment shall hold a public hearing and render a decision on conditional use permits and variances.

E. Public Notice. Notice of the public hearing shall be provided to the public as set forth in Section 17.58.210.

F. Implementation. The city council's decision shall become effective by passage of an ordinance.

17.58.070 Legislative enactments not restricted.

Nothing in this chapter or the permit processing procedures shall limit the authority of the city council to make changes to the city's comprehensive plan, as part of an annual revision process, or to make changes to the city's development regulations.

17.58.080 Exemptions from project permit application processing.

A. Whenever a permit or approval in the Goldendale Municipal Code has been designated as a type I, II, III or IV permit, the procedures in this title shall be followed in project permit processing. The following permits or approvals are, however, specifically excluded from the procedures set forth in this title:

1. Landmark designations;

2. Street vacations;

3. Street use permits.

B. Pursuant to RCW 36.70B.140(2), building permits, boundary line adjustments, other construction permits, or similar administrative approvals which are categorically exempt from environmental review under SEPA (Chapter 43.21C RCW) and Title 18 of this code (SEPA), or permits/approvals for which environmental review has been completed in connection with other project permits, are excluded from the following procedures:

1. Determination of completeness (Section 17.58.130(A));

2. Notice of application (Section 17.58.140);

3. Except as provided in RCW 36.70B.140, optional consolidated project permit review processing (Section 17.58.030(B);

4. Joint public hearings (Section 17.58.050);

5. Single report stating all the decisions and recommendations made as of the date of the report that do not require an open record hearing (Section 17.58.420(C));

6. Notice of decision (Section 18.04.140);

7. Completion of project review within any applicable time periods (including the one hundred twenty-day permit processing time) (Sections 17.58.480(B), 17.58.490).

17.58.090 Administrative interpretations.

A decision of the administrator as to the meaning, application or intent to any development regulation as it relates to a specific piece of property may be requested by an applicant at any time prior to a final decision on a project permit application to which the regulation may be applied. The request shall be on a form provided by the administrator and include identification of the regulation in question, a description of the property, and a clear statement of the issue or question to be decided.

Article II. Type I – IV Project Permit Applications

17.58.110 Preapplication conference.

A. Applications for project permit type I actions involving structures five thousand square feet or over, type III and type IV actions shall not be accepted by the administrator unless the applicant has scheduled and attended a preapplication conference. The purpose of the preapplication conference is to acquaint the applicant with the requirements of the Goldendale Municipal Code.

B. The conference shall be held within fifteen days of the request.

C. At the conference or within five working days of the conference, the applicant will be provided with the following:

1. A form which lists the requirements for a completed application;

2. A general summary of the procedures to be used to process the application;

3. The references to the relevant code provisions or development standards which may apply to the approval of the application;

4. The city's design guidelines.

D. It is impossible for the conference to be an exhaustive review of all potential issues. The discussions at the conference or the form sent by the city to the applicant under subsection C of this section shall not bind or prohibit the city's future application or enforcement of all applicable law.

E. Preapplication conferences for type I actions under 5,000 square feet and type II actions are optional, and requests for conferences will be considered on a time-available basis by the administrator.

17.58.120 Project permit application.

Applications for project permits shall be submitted upon forms provided by the administrator. An application shall consist of all materials required by the applicable development regulations, and shall include the following general information:

A. A completed project permit application form;

B. A verified statement by the applicant that the property affected by the application is in the exclusive ownership of the applicant, or that the applicant has submitted the application with the consent of all owners of the affected property;

C. A property and/or legal description of the site for all applications, as required by the applicable development regulations;

D. The applicable fee as provided for in Section 17.58.710.

E. Evidence of adequate water supply as required by Section 16.16.110(C); and

F. Evidence of sewer availability.

17.58.130 Submission and acceptance of application.

A. Determination of Completeness. Within twenty-eight days after receiving a project permit application, the city shall mail or personally provide a written determination to the applicant which states either: (1) that the application is complete; or (2) that the application is incomplete and what is necessary to make the application complete.

B. Identification of Other Agencies with Jurisdiction. To the extent known by the city, other agencies with jurisdiction over the project permit application shall be identified in the city's determination required by subsection A of this section.

C. "Complete" Application/Additional Information. A project permit application is complete for purposes of this section when it meets the submission requirements in Section 17.58.120, as well as the submission requirements contained in the applicable development regulations. This determination of completeness shall be made when the application is sufficient for continued processing, even though additional information may be required or project modifications may be undertaken subsequently. The city's determination of completeness shall not preclude the city from requesting additional information or studies, either at the time of the notice of completeness or at some later time, if new information is required or where there are substantial changes in the proposed action.

D. Incomplete Application Procedure.

1. If the applicant receives a determination from the city that an application is not complete, the applicant shall have ninety days to submit the necessary information to the city. Within fourteen days after an applicant has submitted the requested additional information, the city shall make the determination as described in subsection A of this section, and notify the applicant in the same manner.

2. If the applicant either refuses in writing to submit additional information or does not submit the required information within the ninety-day period, the application shall lapse.

3. City's Failure to Provide Determination of Completeness. A project permit application shall be deemed complete under this section if the city does not provide a written determination to the applicant that the application is incomplete as provided in subsection A of this section.

4. Date of Acceptance of Application. When the project permit application is complete, the administrator shall accept it and note the date of acceptance.

17.58.140 Notice of application.

A. Generally. A notice of application shall issue on all type II and III project permit applications.

B. SEPA Exempt Projects. A notice of application shall not be required for project permits that are categorically exempt under SEPA, unless a public comment period or an open record predecision hearing is required.

C. Contents. The notice of application shall include:

1. The date of application, the date of the notice of completion for the application and the date of the notice of application;

2. A description of the proposed project action and a list of the project permits included in the application and, if applicable, a list of any studies requested under RCW 36.70B.070;

3. The identification of other permits not included in the application, to the extent known by the city;

4. The identification of existing environmental documents that evaluate the proposed project, and, if not otherwise stated on the document providing notice of application, the location where the application and any studies can be reviewed;

5. A statement of the limits of the public comment period, which shall be not less than fourteen nor more than thirty days following the date of notice of application, and statements of the right of any person to comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights;

6. The date, time, place and type of hearing, if applicable and scheduled at the date of notice of the application;

7. A statement of the preliminary determination of consistency, if one has been made at the time of notice, and of those development regulations that will be used for project mitigation and of consistency as provided in Chapter 18.04;

8. Any other information determined appropriate by the city, such as the city's threshold determination, if complete at the time of issuance of the notice of application.

D. Time Frame for Issuance of Notice of Application.

1. Within fourteen days after the city has made a determination of completeness of a project permit application, the city shall issue a notice of application.

2. If any open record predecision hearing is required for the requested project permit(s), the notice of application shall be provided at least fifteen days prior to the open record hearing.

E. Public Comment on the Notice of Application. All public comments received on the notice of application must be received by the administrator by five p.m. on the last day of the comment period. Comments may be mailed, personally delivered or sent by facsimile. Comments should be as specific as possible.

17.58.150 Referral and review of project permit applications.

Within ten days of accepting a complete application, the administrator shall do the following:

A. Transmit a copy of the application, or appropriate parts of the application, to each affected agency and city department for review and comment, including those responsible for determining compliance with the state and federal requirements. The affected agencies and city departments shall have fifteen days to comment. The referral agency or city department is presumed to have no comments if comments are not received within the specified time period. The administrator shall grant an extension of time for comment only if the application involves unusual circumstances. Any extension shall only be for a maximum of three additional days.

B. If a type III procedure is required, notice and hearing shall be provided as set forth in this chapter.

Article III. Public Notice

17.58.210 Required public notice of application.

A. In addition to the notice of application for type II and type III project permits (section 17.58.140), the city shall also provide public notice of a project permit application by posting the property and by publication in the city's official newspaper.

1. Posting. Posting of the property for site-specific proposals shall be as follows:

a. A single notice board provided by the city shall be placed on the property at a conspicuous location.

b. The city shall prepare an affidavit of posting.

2. Published Notice. Published notice shall include at least the project location, description, type of permit(s) required, comment period dates, and location where the complete application may be reviewed, and published in the city's official newspaper of general circulation in the general area where the proposal is located.

B. Shoreline Master Program Permits. Notice of an application for a permit under the purview of the city's shoreline master program (SMP) shall be given in the manner required by the Shoreline Management Act and implementing regulations.

17.58.220 Notice of public hearing.

A. Content of Notice of Public Hearing for All Types of Applications. The notice given of a public hearing required in this chapter shall contain:

1. The name and address of the applicant or the applicant's representative;

2. Description of the affected property, which may be in the form of either a vicinity location or written description, other than a legal description;

3. The date, time and place of the hearing;

4. A description of the subject property reasonably sufficient to inform the public of its location, including but not limited to the use of a map or postal address and a subdivision lot and block designation;

5. The nature of the proposed use or development;

6. A statement that all interested persons may appear and provide testimony;

7. The sections of the code that are pertinent to the hearing procedure;

8. When information may be examined, and when and how written comments addressing findings required for a decision by the hearing body may be admitted;

9. The name of a local government representative to contact and the telephone number where additional information may be obtained;

10. That a copy of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and will be provided at the city's cost;

11. That a copy of the staff report will be available for inspection at no cost at least seven days prior to the hearing and copies will be provided at the city's cost.

B. Mailed Notice. Mailed notice of the public hearing shall be provided a follows:

1. Type I and Type IV Actions. No public notice is required because no public hearing is held, except on an appeal of a type I action.

2. Type II and Type III Actions. The notice of public hearing shall be mailed to:

a. The applicant;

b. All owners of property within three hundred feet of the subject property;

c. Any person who submits written or oral comments on an application.

3. Type III Preliminary Plat Actions. In addition to the notice for type III actions above for preliminary plats and proposed subdivisions, additional notice shall be provided as follows:

a. Notice of the filing of a preliminary plat adjacent to or within one mile of the municipal boundaries of a city or town, or which contemplates the use of any city or town utilities shall be given to the appropriate city or town authorities.

b. Notice of the filing of a preliminary plat of a proposed subdivision located in a city or town and adjoining the municipal boundaries thereof shall be given to the appropriate county officials.

c. Notice of the filing of a preliminary plat of a proposed subdivision located adjacent to the right-of-way of a state highway or within two miles of the boundary of a state or municipal airport shall be given to the secretary of transportation, who must respond within fifteen days of such notice.

d. Special notice of the hearing shall be given to adjacent landowners by any other reasonable method the city deems necessary. Adjacent landowners are the owners of real property, as shown by the records of the county assessor, located within three hundred feet of any portion of the boundary of the proposed subdivision. If the owner of the real property which is proposed to be subdivided owns another parcel or parcels of real property which lie adjacent to the real property proposed to be subdivided, notice required by RCW Section 58.17.090(1)(b) shall be given to owners of real property located with three hundred feet of any portion of the boundaries of such adjacently located parcels of real property owned by the owner of the real property proposed to be subdivided.

4. Type V Actions. For type V legislative actions, the city shall publish notice as described in Section 17.58.230(D)(2), and provide any other notice required by RCW Section 35A.12.160.

5. General Procedure for Mailed Notice of Public Hearing.

a. The records of the Klickitat County Assessor's Office shall be used for determining the property owner of record. Addresses for a mailed notice required by this code shall be obtained from the applicable county's real property tax records. The administrator shall issue a sworn certificate of mailing to all persons entitled to notice under this chapter. The administrator may provide notice to other persons than those required to receive notice under the code.

b. All public notices shall be deemed to have been provided or received on the date the notice is deposited in the mail or personally delivered, whichever occurs first.

D. Procedure for Posted or Published Notice of Public Hearing.

1. Posted notice of the public hearing is required for all type II and III project permit applications. The posted notice shall be posted as required by Section 17.58.210(A)(1).

2. Published notice is required for all type II, III and V procedures. The published notice shall be published in the city's official newspaper.

E. Time and Cost of Notice of Public Hearing.

1. Notice shall be mailed, posted and first published not less than ten nor more than thirty days prior to the hearing date. Any posted notice shall be removed by the applicant within fifteen days following the public hearing.

2. All costs associated with the public notice shall be borne by the applicant.

Article IV. Consistency with Development Regulations and SEPA

17.58.310 Determination of consistency.

A. Purpose. When the city receives a project permit application, consistency between the proposed project and the applicable regulations and comprehensive plan should be determined through the process in this chapter and the city's adopted SEPA ordinance, Chapter 18.04 of this code.

B. Consistency. During project permit application review, the city shall determine whether the items listed in this subsection are defined in the development regulations applicable to the proposed project. In the absence of applicable development regulations, the city shall determine whether the items listed in this subsection are defined in the city's adopted comprehensive plan. This determination of consistency shall include the following:

1. The type of land use permitted at the site, including uses that may be allowed under certain circumstances, if the criteria for their approval have been satisfied;

2. The level of development, such as units per acre, density of residential development in urban growth areas, or other measures of density;

3. Availability and adequacy of infrastructure and public facilities identified in the comprehensive plan, if the plan infrastructure and public facilities identified in the comprehensive plan, if the plan or development regulations provide for funding of these facilities as required by RCW Chapter 36.70A; and

4. Character of the development, such as development standards.

17.58.320 Initial SEPA analysis.

A. The city shall also review the project permit application under the requirements of the State Environmental Policy Act ("SEPA"), RCW Chapter 43.21C, the SEPA Rules, WAC Chapter 177-11, and the city environmental policy ordinance, Chapter 18.04 of the Goldendale Municipal Code, and shall:

1. Determine whether the applicable regulations require studies that adequately analyze all of the project permit application's specific probable adverse environmental impacts;

2. Determine if the applicable regulations require measures that adequately address such environmental impacts;

3. Determine whether additional studies are required and/or whether the project permit application should be conditioned with additional mitigation measures;

4. Provide prompt and coordinated review by government agencies and the public on compliance with applicable environmental laws and plans, including mitigation for specific project impacts that have not been considered and addressed at the plan or development regulation level.

B. In its review of a project permit application, the city may determine that the requirements for environmental analysis, protection and mitigation measures in the applicable development regulations, comprehensive plan and/or in other applicable local, state or federal laws provide adequate analysis of and mitigation for the specific adverse environmental impacts of the application.

C. If the city bases or conditions its approval of the project permit application on compliance with the requirements or mitigation measures described in subsection (A) of this section, the city shall not impose additional mitigation under SEPA during project review.

D. A comprehensive plan, development regulation or other applicable local, state or federal law provides adequate analysis of and mitigation for the specific adverse environmental impacts of an application when:

1. The impacts have been avoided or otherwise mitigated; or

2. The city has designated as acceptable certain levels of service, land use designations, development standards or other land use planning required or allowed by RCW Chapter 36.70A.

E. In its decision whether a specific adverse environmental impact has been addressed by an existing rule or law of another agency with jurisdiction with environmental expertise with regard to a specific environmental impact, the city shall consult orally or in writing with that agency and may expressly defer to that agency. In making this deferral, the city shall base or condition its project approval on compliance with these other existing rules or laws.

F. Nothing in this section limits the authority of the city in its review or mitigation of a project to adopt or otherwise rely on environmental analyses and requirements under other laws, as provided by RCW Chapter 43.21C.

17.58.330 Categorically exempt and planned actions.

A. Categorically Exempt. Actions categorically exempt under RCW Section 43.21C.110(1)(a) do not require environmental review or the preparation of an environmental impact statement. An action that is categorically exempt under the rules adopted by the Department of Ecology (WAC Chapter 177-11) may not be conditioned or denied under SEPA.

B. Planned Actions.

1. A planned action does not require a threshold determination or the preparation of an environmental impact statement under SEPA, but is subject to environmental review and mitigation under SEPA.

2. A "planned action" means one or more types of project action that:

a. Are designated planned actions by an ordinance or resolution adopted by the city;

b. Have had the significant impacts adequately addressed in an environmental impact statement prepared in conjunction with:

i. A comprehensive plan or subarea plan adopted under RCW Chapter 36.70A, or

ii. A fully contained community, a master planned resort, a master planned development or a phased project;

c. Are subsequent or implementing projects for the proposals listed in subsection (B)(2)(b) of this section;

d. Are located within an urban growth area, as defined in RCW Section 36.70A.030;

e. Are not essential public facilities, as defined in RCW Section 36.70A.200; and

f. Are consistent with the city's comprehensive plan adopted under RCW Chapter 36.70A.

C. Limitations on Planned Actions. The city shall limit planned actions to certain types of development or to specific geographical areas that are less extensive than the jurisdictional boundaries of the city, and may limit a planned action to a time period identified in the environmental impact statement or in the ordinance or resolution designating the planned action under RCW Section 36.70A.040.

D. During project review, the city shall not reexamine alternatives to or hear appeals on the items identified in Section 17.58.310(B), except for issues of code interpretation.

E. Project review shall be used to identify specific project design and conditions relating to the character of development, such as the details of site plans, curb cuts, drainage swales, the payment of impact fees, or other measures to mitigate a proposal's probable adverse environmental impacts.

Article V. Open Record Public Hearings

17.58.410 General.

Public hearings on all type II, III and V project permit applications, shall be conducted in accordance with this chapter.

17.58.420 Responsibility of administrator for hearing.

The administrator shall:

A. Schedule an application for review and public hearing;

B. Give notice;

C. Prepare the staff report on the application, which shall be a single report stating all of the decisions made as of the date of the report, including recommendations on project permits in the

consolidated permit process that do not require an open record predecision hearing. The report shall state any mitigation required or proposed under the development regulations or the city's authority under SEPA. If the threshold determination other than a determination of significance has not been issued previously by the city, the report shall include or append this determination. In the case of a type I or II project permit application, this report may be the permit;

D. Prepare the notice of decision, if required by the hearing body and/or mail a copy of the notice of decision to those required by this code to received such decision.

17.58.430 Conflict of interest, ethics, open public meetings, appearance of fairness.

The hearing body shall be subject to the code of ethics (RCW Section 35A.42.020), prohibitions on conflict of interest (RCW Section 35A.42.020 and RCW Chapter 42.23) open public meetings (RCW Chapter 42.30), and appearance of fairness (RCW Chapter 42.36) as the same now exist or may hereafter be amended..

17.58.440 Ex parte communications.

A. No member of the hearing body may communicate, directly or indirectly, regarding any issue in a proceeding before him or her, other than to participate in communications necessary to procedural aspects of maintaining an orderly process, unless he or she provides notice and opportunity for all parties to participate; except as provided in this section;

1. The hearing body may receive advice from legal counsel;

2. The hearing body may communicate with staff members (except where the proceeding relates to a code enforcement investigation or prosecution).

B. If, before serving as the hearing body in a quasi-judicial proceeding, any member of the hearing body receives an ex parte communication of a type that could not properly be received while serving, the member of the hearing body, promptly after starting to serve, shall disclose the communication as described in Section 17.58.440(C).

C. If the hearing body receives an ex parte communication in violation of this section, he or she shall place on the record:

1. All written communications received;

2. All written responses to the communications;

3. State the substance of all oral communications received, and all responses made;

4. The identity of each person from whom the examiner received any ex parte communication.

D. The hearing body shall advise all parties that these matters have been placed on the record. Upon request made within ten days after notice of the ex parte communication, any party desiring to rebut the communication shall be allowed to place a rebuttal statement on the record.

17.58.450 Disqualification.

A. A member of the hearing body who is disqualified shall be counted for purposes of forming a quorum. Any member who is disqualified may do so only by making full disclosure to the audience, abstaining from voting on the proposal, vacating the seat on the hearing body and physically leaving the hearing.

B. If all members of the hearing body are disqualified, all members present after stating their reasons for disqualification shall be requalified and shall proceed to resolve the issues.

C. Except for type V actions, a member absent during the presentation of evidence in a hearing may not participate in the deliberations or decision unless a member has reviewed the evidence received.

17.58.460 Burden and nature of proof.

Except for type V actions, the burden of proof is on the proponent. The project permit application must be supported by proof that it conforms to the applicable elements of the city's development regulations, comprehensive plan and that any significant adverse environmental impacts have been adequately addressed.

17.58.470 Order of proceedings.

A. The order of proceedings for a hearing will depend in part on the nature of the hearing. The following shall be supplemented by administrative procedures as appropriate.

1. Before receiving information on the issue, the following shall be determined:

a. Any objections on jurisdictional grounds shall be noted on the record and if there is objection, the hearing body has the discretion to proceed or terminate;

b. Any abstentions or disqualifications shall be determined.

2. The presiding officer may take official notice of known information related to the issue, such as:

a. A provision of any ordinance, resolution, rule, officially adopted development standard or state law;

b. Other public records and facts judicially noticeable by law.

3. Matters officially noticed need not be established by evidence and may be considered by the hearing body in its determination. Parties requesting notice shall do so on the record. However, the hearing body may take notice of matters listed in subsection (A)(2) of this section if stated for the record. Any matter given official notice may be rebutted.

4. The hearing body may view the area in dispute with or without notification to the parties, but shall place the time, manner and circumstances of such view on the record.

5. Information shall be received from the staff and from proponents and opponents. The presiding officer may approve or deny a request from a person attending the hearing to ask a question. Unless the presiding officer specifies otherwise, if the request to ask a question is approved, the presiding officer will direct the questions to the person submitting testimony.

6. When the presiding officer has closed the public hearing portion of the hearing, the hearing body shall openly discuss the issue and may further question a person submitting information or the staff if opportunity for rebuttal is provided.

17.58.480 Decision and notice of decision.

A. Following the hearing procedure described in Section 17.58.470, the hearing body shall approve, conditionally approve or deny the application. If the hearing is an appeal, the hearing body shall affirm, reverse or remand the decision that is on appeal.

B. The hearing body's written decision shall issue within ten days after the hearing on the project permit application. The notice of final decision shall issue within one hundred twenty days after the city notifies the applicant that the application is complete. The time frames set forth in this section and Section 17.58.490 shall apply to project permit applications filed on or after DATE ORDINANCE IS ADOPTED.

C. The city shall provide a notice of decision that also includes a statement of any threshold determination made under SEPA (RCW Chapter 43.21C) and the procedures for administrative appeal, if any. For type II, III and IV project permits, the notice of decision on the issued permit shall contain the requirements set forth in Chapter 18.04.

D. The notice of decision shall be provided to the applicant and to any person who, prior to the rendering of the decision, requested notice of the decision or submitted substantive comments on the application.

E. The notice of decision shall be provided to the public as set forth in Section 17.58.230.

F. If the city is unable to issue its final decision on a project permit application within the time limits provided for in this section, it shall provide written notice of this fact to the project applicant. The notice shall include a statement of reasons why the time limits have not been met and an estimated date for issuance of the notice of decision.

17.58.490 Calculation of time periods for issuance of notice of final decision.

A. In determining the number of days that have elapsed after the local government has notified the applicant that the application is complete for purposes of calculating the time for issuance of the notice of final decision, the following periods shall be excluded:

1. Any period during which the applicant has been requested by the city to correct plans, perform required studies, or provide additional required information. The period shall be calculated from the date the city notifies the applicant of the need for additional information until the earlier of the date the local government

determines whether the additional information satisfies the request for information or fourteen days after the date the information has been provided to the city;

2. If the city determines that the information submitted by the applicant under Section 17.58.490(A)(1) is insufficient, it shall notify the applicant of the deficiencies and the procedures under Section 17.58.490(A)(1) shall apply as if a new request for studies have been made;

3. Any period during which an environmental impact statement is being prepared following a determination of significance pursuant to RCW Chapter 43.21C, if the city by ordinance has established time periods for completion of environmental impact statements, or if the local government and the applicant in writing agree to a time period for completion of an environmental impact statement;

4. Any period for administrative appeals of project permits, if an open record appeal hearing or a closed record appeal, or both, are allowed. The time period for consideration and decision on appeals shall not exceed:

a. Ninety days for an open record appeal hearing; and

b. Sixty days for a closed record appeal.

(The parties may agree to extend these time periods).

5. Any extension of time mutually agreed upon by the applicant and the local government.

B. The time limits established in this title do not apply if a project permit application:

1. Requires an amendment to the comprehensive plan or a development regulation;

2. Requires approval of the siting of an essential public facility as provided in RCW Section 36.70A.200;

3. Is an application for a permit or approval described in Section 17.58.330; or

4. Is substantially revised by the applicant, in which case the time period shall start from the date at which the revised project application is determined to be complete under RCW Section 36.70B.070.

Article VI. Closed Record Decisions and Appeals

17.58.510 Appeals of decisions.

Project permit applications shall be appealable as provided in the framework in Section 17.58.040.

17.58.520 Consolidated appeals.

A. All appeals of project permit application decisions, other than an appeal of determination of significance ("DS"), shall be considered together in a consolidated appeal.

B. Appeals of environmental determinations under SEPA, Chapter 18.04 of this code, shall proceed as provided in that chapter.

17.58.530 Standing to initiate administrative appeal.

A. Limited to Parties of Record. Only parties of record may initiate an administrative appeal of a type III or IV decision on a project permit application.

B. Definition. The term "parties of record," for the purposes of this chapter, means:

1. The applicant;

2. Any person who testified at the open record public hearing on the application; and/or

3. Any person who submitted written comments concerning the application at the open record public hearing (excluding persons who have only signed petitions or mechanically produced form letters).

17.58.540 Closed record decisions and appeals.

A. Type III or IV Project Permit Decisions or Recommendations. Appeals of the hearing body's decision or recommendation on a type III or IV project permit application shall be governed by the following:

1. Standing. Only parties of record have standing to appeal the hearing body's decision.

2. Time for Filing. An appeal of the hearing body's decision must be filed within fourteen calendar days following issuance of the hearing body's written decision. Appeals may be delivered to the planning department by mail, personal delivery or fax before five p.m. on the last business day of the appeal period.

3. Computation of Time. For the purposes of computing the time for filing an appeal, the day the hearing body's decision is rendered shall not be included. The last day of the appeal period shall be included unless it is a Saturday, Sunday, or a day designated by RCW 1.16.050 or by the city's ordinances as a legal holiday; then it also is excluded and the filing must be completed on the next business day. (RCW 35A.21.080.)

4. Content of Appeal. Appeals shall be in writing, be accompanied by an appeal fee in accordance with the provisions of Section 17.58.710 and contain the following information:

a. Appellant's name, address and phone number;

b. Appellant's statement describing his or her standing to appeal;

c. Identification of the application which is the subject of the appeal;

d. Appellant's statement of grounds for appeal and the facts upon which the appeal is based;

e. The relief sought, including the specific nature and extent;

f. A statement that the appellant has read the appeal and believes the contents to be true, followed by the appellant's signature.

5. Effect. The timely filing of an appeal shall stay the effective date of the hearing body's decision until such time as the appeal is adjudicated by the council or withdrawn.

6. Notice of Appeal. The administrator shall provide public notice of the appeal as provided in Section 17.58.230(B)(2)(a) and 17.58.230(B)(2)(c).

17.58.550 Procedure for closed record decision/appeal.

A. The following sections of this title shall apply to a closed record decision/appeal hearing: Sections 17.58.430, 17.58.440, 17.58.450, 17.58.460, 17.55.470(A)(1), 17.58.470(A)(2), 17.58.070(A)(3), 17.58.070(A)(6), and 17.58.480.

B. The closed record appeal/decision hearing shall be on the record before the hearing body, and no new evidence may be presented.

17.58.560 Judicial appeals.

A. The city's final decision on an application may be appealed by a party of record with standing to file a land use petition in Klickitat County Superior Court. Such petition must be filed within twenty-one days of issuance of the decision, as provided in Chapter 36.70C RCW.

17.58.570 Severability.

If any section, sentence, clause or phrase of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this chapter or the remainder of this title.

Article VII. Enforcement

17.58.610 Enforcing official—Administrator.

The administrator is responsible for enforcing Goldendale Municipal Code Titles 16, 17 and 18 (this includes all land use titles such as zoning, subdivisions, critical area, shoreline management, and the like) and may adopt administrative rules to meet that responsibility. The administrator may delegate enforcement responsibility to other city staff as appropriate.

17.58.620 General penalty.

Compliance with the requirements of Titles 16, 17 and 18 is mandatory. The penalties and remedies heretofore established by the Goldendale Municipal Code for violation of the provisions of such titles shall continue to apply. The enforcement actions authorized under this chapter are supplemental to those penalties and remedies and are not intended to supersede the same.

17.58.630 Application.

A. Actions under this chapter will be taken in any order deemed necessary or desirable by the administrator to achieve the purpose of this chapter.

B. Proof of a violation of a development permit or approval will constitute prima facie evidence that the violation is that of the applicant and/or owner of the property upon which the violation exists. An enforcement action under this chapter will not relieve or prevent enforcement against any other responsible person.

17.58.650 Administrative order of compliance.

A. Authority. An administrative order of compliance may be issued and served upon a person if any activity by or at the direction of that person is, has been, or may be taken, in violation of Titles 16, 17 or 18.

B. Notice. An order of compliance will be deemed served and be effective when posted at the location of the violation and/or delivered to any suitable person at the location and/or delivered by mail or otherwise to the owner or other person having responsibility for the locations.

C. Content. The order of compliance will set forth:

1. The name and address of the person to whom it is directed;

2. The location and specific description of the violations;

3. A notice that the order is effective immediately upon posting at the site and/or receipt by the person to whom it is directed;

4. An order that the violation immediately cease, or that the potential violation be avoided;

5. An order that the person stop work until correction and/or remediation of the violation as specified in the order;

6. A specific description of the actions required to correct, remedy or avoid the violation, including a time limit to complete such actions;

7. A notice that failure to comply with the regulatory order may result in further enforcement actions, including civil fines and criminal penalties.

D. Remedial Action. The administrator may require any action reasonably calculated to correct or avoid the violation, including but not limited to replacement, repair, supplementation, revegetation or restoration.

E. Appeal. An administrative order of compliance may be appealed to the city council in accord with Section 8.45.500.

F. Legal Action. Any person who does not comply with an order of compliance will be subject to appropriate legal action, including possible submittal of the matter to a court of competent jurisdiction.

17.58.660 Review of approved permits.

A. Review. Any approval or permit issued under the authority of this code may be reviewed for compliance with the requirements of the code, or to determine if the action is creating a nuisance or hazard, has been abandoned, or the approval or permit was obtained by fraud or deception.

B. Initiation of Review. The review of an approval or permit may be initiated by the administrator, city council, or by petition to the administrator by three property owners or three residents of separate dwelling units in the city, stating their belief as to the noncompliance, nuisance or hazard of the permitted activity.

C. Administrator's Investigation. Upon receipt of information indicating the need for, or upon receiving a request for review of a permit or approval, the administrator will investigate the matter and take one or more of the following actions:

1. Notify the property owner or permit holder of the investigation; and/or

2. Issue an administrative order of compliance; and/or recommend revocation or modification of the permit or approval; and/or

3. Refer the matter to the city attorney; and/or,

4. Refer the matter to the city council with a recommendation for action.

17.58.670 Revocation or modification of permits and approvals.

A. Upon receiving an administrator's recommendation for revocation or modification of a permit or approval, the city council will review the matter at a public hearing. Upon a finding that the activity does not comply with the conditions of approval or the provisions of this code, or creates a nuisance or hazard, the city council may delete, modify or impose such conditions on the permit or approval it deems sufficient to remedy the deficiencies. If the council finds no reasonable conditions which would remedy the deficiencies, the permit or approval will be revoked and the activity allowed by the permit or approval must cease.

B. Reapplication. If a permit or approval is revoked for fraud or deception, no similar application will be accepted for a period of one year from the date of final action and appeal, if any. If a permit or approval is revoked for any other reason, another application may be submitted subject to all of the requirements of this code.

Article VIII. Fees

17.58.710 Payment of fees.

A. Both the applicant and the owner of the property for which a permit or approval is required are individually responsible for the payment of fees, costs and deposits required by this chapter.

B. The following applies to the payment of fees, costs and deposits required by this chapter:

1. No application for a permit, approval or service under the Goldendale Municipal Code will be accepted by the city unless all fees, costs and deposits required at submittal by any city ordinance have been paid in full.

2. No plans or specifications relating to any application filed with the city under the Goldendale Municipal Code will be reviewed by the city until all fees, costs and deposits required for review by any city ordinance have been paid in full.

3. No final decision on an application for a permit or approval will be made until all fees, costs and deposits required by any city ordinance have been paid in full.

C. There shall be paid to an collected by the city clerk-treasurer the following fees.

1. Application for a rezone (Ch. 17.66): Three hundred dollars.

2. Application for a variance (Ch. 17.60 and GMC section 17.42.020): Two hundred dollars.

3. Application for a conditional use permit (Ch. 17.62): Two hundred dollars.

4. Appeal of any decision of the city administrator or planning commission: One hundred dollars.

AGENDA BILL: G1

AGENDA TITLE: Information Technology Agreement

DATE: August 1, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION: The City sent out request for proposal to perform information technology (IT) services. The request for proposal was sent out to various firms and was advertised in various publications. The deadline for the submission for proposals was July 1, 2016. Interviews were held with city staff on July 19, 2016. The interviewers were Reggie Bartkowski, Maria Hutchins, Karl Enyeart, Connie Byers and Larry Bellamy. The group voted unanimously to develop an agreement for IT services with Radcomp Technologies. The proposed agreement (attached) would commence August 1, 2016 for a period of 1 year.

FISCAL IMPACT: The cost for their services is outlined on page 11 of their agreement and includes a monthly fee of $871 for the services listed under their Gold package. A onetime fee of $1000 is needed to cover onboarding tasks.

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION: I MOVE TO AUTHORIZED THE MAYOR TO EXECUTE AN MANAGED SERVICES AGREEMENT WITH RADCOMP TECHNOLOGIES FOR IT SERVICES FOR A ONE YEAR PERIOD EXPIRING ON JULY 31, 2017.

RADCOMP Technologies
P.O. Box 69
136 N. Main Street
White Salmon, WA 98672
www.radcomp.com

MANAGED SERVICES AGREEMENT

City of Goldendale
1103 S Columbus
Goldendale, WA 98620

July 26, 2016

MSP Program Agreement

1. Parties and Applicability

The terms and conditions of this Agreement apply to the services described in Monthly RADCOMP Support Pricing document provided by RADCOMP Technologies (hereafter referred to as RADCOMP), to: **City of Goldendale**, (hereafter referred to as "the CLIENT") at the following location(s): 1103 S Columbus, Goldendale, WA 98620.

2. Term/Automatic Renewal

2.1 This Agreement shall commence as of: **8-1-2016** ("Effective Date") and shall remain in effect for a minimum period of one (1) year from the Effective Date ("Term").

2.2 Client and RADCOMP reserve the right to review this agreement quarterly.

2.3 In order to assure there is no loss of benefits, the MSP Package Program Agreement shall automatically renew for an additional 1-year period ("Renewal Term") on the same terms and conditions set forth herein unless either RADCOMP or the CLIENT have provided written notice of non-renewal at least thirty (30) days prior to the expiration of the Term or Renewal Term. RADCOMP is not obligated to perform during any Renewal Term unless and until the CLIENT has remitted payment of the invoice.

3. MSP Package Program Monthly Fee

3.1 Based on the number of locations, users and devices within the CLIENT's organization, the monthly program price for the CLIENT has been determined to be **$871.00**, as chosen by CLIENT from Monthly RADCOMP Support Pricing options.

3.2 The CLIENT may choose one of these options to pay for the MSP Package Program: (a) monthly payments; (b) quarterly payments. See attached billing questionnaire.

3.3 The CLIENT will be billed in advance for one (1) month, or one (1) quarter of service plus any pro-rated amount for the current period depending on the billing method chosen and the execution date of this contract.

3.4 Regardless of the billing option chosen, the CLIENT will be invoiced on the chosen day of each month and payment terms are net 15 days. A 1.5% per month interest charge will be applied to any overdue balances at the end of each calendar month.

3.5 RADCOMP will provide the CLIENT written notice if payments are not received in timely manner. In the event the CLIENT fails to make timely payment of the monthly program fee after written notice at any time during the duration of the contract, or RADCOMP is unable to collect the funds tendered by the CLIENT, then RADCOMP may terminate the MSP Package Program, or in its sole discretion, suspend performance until payment is received. RADCOMP may also suspend performance under the MSP Package Program if the CLIENT is in default of payment under any other agreement with RADCOMP until such payment default is resolved.

3.6 If at any time questions should arise regarding billing or services performed, or should the CLIENT wish to discuss and invoice for services, RADCOMP must be notified within 30 days of the invoice date; otherwise, upon the sole discretion of RADCOMP, said invoice will be considered due and final.

3.7 RADCOMP reserves the right to impose an increase to the monthly MSP Package Program price at the end of each one year term. This cost increase will apply to all billable charges of the MSP Package Program and will be in effect for the subsequent six (6) month term. CLIENT will receive written notification from RADCOMP thirty (30) days in advance of agreement term end if Program prices change.

3.8 Included Services:

- Basic Monitoring.
- Time involved with starting and completing RADBackups and checking error logs.
- Time involved with workstation/server preventative maintenance, and preforming updates.
- Time involved with checking security logs associated with RADGuard.
- Advanced Monitoring (Optional Add-On B, please check plan selected if included in package or purchased separately).

3.9 Excluded Services:

- Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- The cost of any parts, equipment, or shipping charges of any kind.
- The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- The cost to bring Client's environment up to minimum standards required for Services.
- Failure due to acts of God, building modifications, power failure or other adverse environmental conditions or factors.
- Service and repair made necessary by the alterations or modifications of equipment other than that authorized by Service Provider, including alterations, software installation or modifications of equipment made by Client's employees or anyone other than Service Provider.
- Programming (modifications of software code) and program (software) maintenance.
- Training Services of any kind.
- System rentals/loans of any kind.

In/Out of Scope Work
Platinum Package

Description	Silver	Gold
Basic Monitoring		
Advanced Monitoring (Add-On B)		
Priority Customer Status		
RADBackup (Add-On A)		
RADGuard (Add-On C)		
Preventative Maintenance (Add-On D)		
Wipe and Reload Current Workstations		
Standard Labor included		
Emergency Labor included		
Advanced Security		
Vendor Management		
Technology Review and Planning Meetings		
All Inclusive Partnership		
Virus Removal (Technician Labor Fees)		
Laptop/Desktop Rentals		
Labor associated w/additions to network, hardware or software installation.		
Prepare new workstation (Replacement of current workstation)		

4. Support Services/SLA

4.1 Priority Response. As part of RADCOMP'S MSP Gold, and Platinum Package programs, the CLIENT will receive priority service in the queue over Silver and non-contractual customers. Once an alert or notification is received by the one of our Customer Service Representatives from our network monitoring technology platform, RADCOMP commits to response times as outlined in the table below:

Problem Severity	Initial Response Time	Escalation
Emergency (Business Hours)	2 hours	N/A
Emergency (After Hours)	4 hours	N/A
Critical (Business Hours)	3 hours	2 Hours
Critical (After Hours Hours)	6 Hours	4 Hours
Normal (Business Hours)	4 hours/next business day	4 Hours
Normal (After Hours)	8 hours	4 Hours
Cosmetic	As scheduled	4 Hours

PLEASE NOTE: If an alert or notification of a non-critical nature is received outside Standard Business Hours, the network issue will be addressed the following business day.

4.2 Holidays observed:

New Year's Day	January 1st
Memorial Day	last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

4.3 Help Desk Support Services. Should the CLIENT need to contact our Help Desk to report an issue or request support from one of our Service Technicians during Business Hours, the CLIENT has a variety of methods to reach us:

A. Self-Service RADPortal (Best Method): This service gives the CLIENT access to our online ticketing system so that the CLIENT can create, view, track and search Service Requests and solutions in real time. Contact our office to have our Client Manager set up access to the portal.

B. Email: CLIENTS have the option of emailing in issues to help@radcomp.com.

C. Phone: CLIETNS always have the option to call into our main White Salmon office and submit a ticket with our Dispatcher at 866-490-2426 or 509-493-2221.

Help desk support (whether requested via telephone, email, or through RADPortal) will be billed in 6-minute increments and the CLIENT will be billed at Standard Hours Rates. (Not applicable for CLIENTS under Platinum Package Agreements).

5. Responsibilities of RADCOMP

5.1 RADCOMP shall not be responsible to the CLIENT for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Network other than by authorized representatives of RADCOMP.

5.2 RADCOMP reserves the right to suspend or terminate this Agreement if in its sole discretion; conditions at the service site pose a health or safety threat to any RADCOMP representative.

5.3 RADCOMP's MSP Package Program is a "Network Monitoring" program where RADCOMP performs network monitoring and uses the automatic notification capabilities of RADCOMP's monitoring solution to notify the CLIENT and RADCOMP of impending or current problems. RADCOMP is also responsible for providing the CLIENT with computer or network data services on a time and material billable basis in accordance with terms outlined in this Agreement.

Time of Service	Rates
Business Hours Monday – Friday, 7:30am – 4:95pm	$95 / hour
After Hours – Planned / Scheduled Monday – Thursday, 5:00pm – 7:29am Weekends (Friday 5:00pm – Monday 7:29am)	$142.50 / hour
After Hours – Unplanned / Emergent Monday – Thursday, 5:00pm – 7:290am Weekends (Friday 5:00pm – Monday 7:29am)	$190 / hour
Holidays	$285 / hour

****Emergency hours are billed at 1.5 times hourly rate.****

6. Responsibilities of the CLIENT

6.1 The CLIENT agrees to ensure that the System will be housed and operated at the Authorized Location in a climate-controlled room which maintains an air temperature ranging between 45°F and 75°F. The CLIENT agrees it will provide a three-foot minimum clearance in front of the equipment, provide an adequate dedicated power source with a ground, and the System will be protected at all times by UPS power conditioning. If the Authorized Location fails to meet these specifications, or if the System is moved from the indicated location without the written consent of RADCOMP, subject to the terms and conditions as may be established by RADCOMP, then RADCOMP shall have the right to terminate the MSP Package Program without any liability to RADCOMP.

6.2 The CLIENT shall provide RADCOMP with domain administrator credentials, remote access capabilities and connectivity to covered systems at all times. The CLIENT must have all necessary components and connectivity in place before this Agreement is in effect. RADCOMP may suspend performance under the MSP Package Program if the CLIENT fails to provide such remote access capabilities or connectivity to the System as is acceptable to RADCOMP.

6.3 The CLIENT agrees that it will inform RADCOMP of any modification, installation, or service performed on the Network by individuals not employed by RADCOMP in order to assist RADCOMP in providing an efficient and effective network support response.

6.4 CLIENT shall be responsible for protecting data stored on the System and any necessary data backup. RADCOMP disclaims responsibility for lost, damaged, or destroyed software programs, data or other information stored or residing on any media or any part of the System covered by this Agreement, including without limitation, deletion or alteration of the contents of any data storage media, which may occur outside of RADCOMP control.

7. Termination of MSP Package Agreement

RADCOMP and/or the CLIENT shall have the right to terminate this Agreement under any of the following conditions:

7.1 Should RADCOMP not perform to the terms of this Agreement in a satisfactory manner, the CLIENT will provide RADCOMP written notice of failure to comply. If, after 30 days, RADCOMP has not met the terms of the contract, the CLIENT may upon their sole discretion, cancel this Agreement. At that time, the remaining monthly MSP Package Program fee will be refunded within a 10-day period of cancellation.

7.2 If one of the parties shall be declared insolvent or bankrupt.

7.3 If a petition is filed in any court and not dismissed in ninety (90) days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute.

7.4 If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties.

7.5 If the CLIENT does not pay RADCOMP within thirty (30) days from receipt of RADCOMP's invoice and/or otherwise materially breaches this Agreement.

7.6 Either party may terminate this Agreement with thirty (30) days prior written notice to the other for convenience or good cause.

7.7 In the event the CLIENT terminates this Agreement for any reason other than a breach of the terms herein, the CLIENT shall be entitled to a refund of any monies extended in advance of the month or part thereof for which services by RADCOMP were last performed.

7.8 Any hardware and/or software needed to deliver the MSP Package Program are the sole property of RADCOMP and must be removed by RADCOMP and returned to RADCOMP.

7.9 RADCOMP is responsible for removing all probes, hardware, and software installed on the CLIENT's devices in order to fully restore network access and capability solely to the CLIENT.

8. Miscellaneous

8.1 Program Assignment Rights

This MSP Package Program may not be assigned by the CLIENT without the prior written consent of RADCOMP.

8.2 Right to Use Subcontractors

To ensure the prompt and efficient performance of its obligations hereunder, RADCOMP may subcontract any of the work to be performed. In the event of subcontracted work, RADCOMP will be responsible for ensuring subcontract uses employees that are either US Citizens or have permanent resident status.

8.3 Right to Substitute for Any Invalid or Unenforceable Provision

The invalidity or unenforceability of any provision of the MSP Package Program shall not affect the validity or enforceability of the other provisions, and this Agreement shall be construed in all respects as if such invalid and unenforceable provisions were omitted. RADCOMP and the CLIENT agree to substitute for any invalid or unenforceable provision a valid and enforceable provision that most closely approximates the economic effect and intent of the invalid and unenforceable provision.

8.4 Out of Scope Elements (Excluded Services)

Any service performed by RADCOMP outside the scope of this MSP Package Program will be billed in accordance with hourly rates.

Discounts expressed within this Agreement do not apply to hardware or software or other device purchases that may be needed or requested from the CLIENT. Any hardware or software merchandise is always billed separately and costs will be based on vendor price schedules at the time of purchase.

8.5 Non-Hire Clause

The CLIENT acknowledges that RADCOMP is involved in a highly strategic and competitive business. The CLIENT further acknowledges that the CLIENT would gain substantial benefit and that RADCOMP would be deprived of such benefit, if the CLIENT were to directly hire any personnel employed by RADCOMP.

Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by the CLIENT during the course of engagement and for a period of two (2) years thereafter. Except as otherwise provided by law, the CLIENT shall not, without the prior written consent of RADCOMP, employ RADCOMP personnel during the term of this Agreement and for a period of two (2) years following expiration of this Agreement.

The CLIENT agrees that RADCOMP's damages resulting from breach by the CLIENT of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event the CLIENT violates this provision, the CLIENT shall immediately pay RADCOMP an amount equal to an employment placement fee of three hundred (300) times the last hourly rate billed to the CLIENT for said employee immediately due to RADCOMP, as liquidated damages and RADCOMP shall have the option to terminate this Agreement without further notice or liability to the CLIENT. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs RADCOMP would incur to identify, recruit, hire and train suitable replacements for such personnel.

Your signature on this document confirms your organization's agreement to adhere to this professional standard of conduct.

8.6 Dispute Resolution

The CLIENT and RADCOMP agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation.

8.7 Attorneys' Fees

If either party brings an action against the other to enforce any condition or covenant of this Agreement, the substantially prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees incurred in such action.

8.8 Ownership of Intellectual Property Rights

All programming, copyrightable works, writings, drawings, designs, or other works created or developed by RADCOMP or its personnel during the performance of this Agreement and delivered to the CLIENT shall become the property of the CLIENT. The CLIENT does not grant to RADCOMP or its personnel any rights or licenses to the works delivered by it to the CLIENT under this Agreement. All copyright, patent, trade secrets, and other intellectual property rights arising out of the works created or developed by RADCOMP or its personnel in performance of this Agreement shall be the exclusive property of the CLIENT.

8.9 Confidentiality

This Confidentiality, Privacy and Compliance portion of this Agreement is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between the CLIENT and RADCOMP. This Agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below.

RADCOMP acknowledges that in the course of providing services to said CLIENT, RADCOMP may learn from the CLIENT certain non-public personal and otherwise confidential information relating to said CLIENT, including its customers, consumers or employees. RADCOMP shall regard any and all information it receives which in any way relates or pertains to said CLIENT, including its customers, consumers or employees as confidential.

RADCOMP shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve the CLIENT or as are expressly and specifically permitted in writing by said CLIENT or as are required by applicable law.

Said CLIENT acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential.

Said CLIENT also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by RADCOMP or which comes to its attention during the course of business and provided under this Agreement constitute valuable assets of, and confidential and/or proprietary to RADCOMP.

This provision shall survive termination of this Agreement and any other agreements between the CLIENT and RADCOMP.

8.10 Site Access / Premises Keys / Security Codes

If CLIENT has agreed to immediate remediation of issues, RADCOMP requires access to CLIENT sites including keys, keycards and security codes. RADCOMP agrees to return keys and/or keycards at termination of contract or at the request of the official CLIENT representative.

8.11 Disclaimer of Warranties

RADCOMP makes no warranties of any kind, whether express or implied, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose. Except as set forth in these terms and conditions, RADCOMP makes no representation, warranty or covenant concerning the capabilities or performance of any personnel or service that RADCOMP might provide to the CLIENT in connection with delivery or implementation of the MSP Package Program.

8.12 Limitation of Liability

RADCOMP, its officers, employees, agents, and directors, shall not be liable for any direct or indirect damages to the customer other than actual damages directly and proximately resulting from the failure, delay, or non-performance of the services. RADCOMP agrees to carry liability insurance throughout the term of this agreement. The liability arising out of contract, tort, breach of warranty, infringement or otherwise, shall not include liability for loss of profits, loss or inaccuracy of data or indirect, special, incidental or consequential damages. RADCOMP will make all reasonable efforts in regards to servicing and repairing CLIENT network in the event of major network failure regardless of liability coverage. Any further costs beyond covered amounts will be determined by mutual agreement by CLIENT and RADCOMP.

8.13 Factors Beyond Control of Either Party (Force Majeure)

No party shall be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause, including but not limited to acts of God, flood, hurricane, extreme weather, fire, or other natural calamity, acts of governmental agencies, or similar causes beyond either party's reasonable control.

8.14 Entire Agreement (Integration Clause)

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modifications, amendments or supplements to this Agreement shall be effective for any purpose unless in writing and signed by both parties.

9. Exclusions of Equipment from Agreement

9.1 Items Listed Cannot Be Covered on Agreement:

N/A

radcomp TECHNOLOGIES

City of Goldendale
Managed Service Options 7/1/2016

Gold Package

Standard Labor ($95/hr.) *Billed at 6 minute increments.
MSP Program -
- Base MSP network program fee.
- Basic performance monitoring / availability.

Priority Customer Status
- Priority over non-contracted customers.

A – RADBackup – Up to 200 Gigs, $0.50 each additional Gig
- Offsite data backup – Disaster recovery options.

C- RADGuard
- Advanced intrusion prevention.
- Enterprise Endpoint Security (Servers/Workstation).

D – Preventative Maintenance -
- Perform critical updates on software programs preventing errors and security issues.
- Work with 3rd party vendors to install and check updates.

Total - $871.00

Total Systems Quoted:
25 Workstations
2 Servers
0 VM Servers

Billable Services - $95/hour
- End-user support (Helpdesk).
- Advanced monitoring.
- Standard and Emergency labor.
- Vendor management.
- Technology review and planning meetings.
- All inclusive partnership.
- Virus removal.
- Labor associated w/additions to network, hardware or software installation.
- Prepare new workstation/servers (current network).
- Laptop/Desktop Rentals

Onboarding

Onboarding Tasks:
- Network inventory audit.
- RADBackup setup/configuration and documentation.
- Network and system preparation for managed services.
- Documenting systems and RADTrack.
- Install monitoring tools.
- Update all systems.
- Install Endpoint Security.
- Getting workstations to RADCOMP minimum requirements.

One time fee - $1000.00

Standard Labor without agreement $109.00/hr.
Bill at 1 hour minimum.

AGREEMENT

RADCOMP shall sell to the CLIENT, and the CLIENT shall purchase from RADCOMP according to the prices and the terms set forth herein or accompanying "Statement of Work" document, the services as specified herein or accompanying "Statement of Work" document. RADCOMP is not bound by any representations or inducements not set forth herein. This Agreement shall become effective and binding upon the CLIENT's authorized signature. All information contained herein is considered confidential and shall not be reproduced or distributed.

Package: Gold Package .

CLIENT Acceptance: City of Goldendale

Authorized By	
Authorized Signature (Officer or Owner)	Date
Print Name	Title

Managed Services Provider: **RADCOMP Technologies.**

Authorized By	
RADCOMP Authorized Signature (Officer)	Date
Print Name	Title

NOTE: "RADCOMP Technologies" logo and name are registered trademarks of RADCOMP. Upon written notification, RADCOMP reserves the right to amend or add to these policies at any time.

AGENDA BILL: G2

AGENDA TITLE: Bond Counsel Agreement

DATE: August 1, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION: As part of the West Columbus Neighborhood Improvement Project. Funding for the sewer portion of the project will come from US Department Agriculture, Rural Development (USDA) in the amount of $304,000. This portion of the funding will require a bond issuance and there for a need for bond counsel services.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION: I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AN ENGAGEMENT LETTER FOR BOND COUNSEL SERVICES REGARDING REVENUE BOND FINANCING WITH FOSTER PEPPER IN THE AMOUNT OF $5000

FOSTER PEPPER PLLC

Direct Phone (509) 777-1601
Direct Facsimile (800) 533-2202
E-Mail jeff.nave@foster.com

July 14, 2016

Larry Bellamy, City Administrator
City of Goldendale
1103 South Columbus
Goldendale, WA 98620

Re: Engagement Letter for Bond Counsel Services Regarding Revenue Bond Financing

Larry:

We appreciate the opportunity to serve as bond counsel to the City of Goldendale, Washington (the "City") in connection with the proposed issuance of a revenue bond in the maximum principal amount of $304,000 (the "Bond") to finance costs of certain sewer system improvements related to the City's West Columbus Comprehensive Neighborhood Improvement Project. The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City in connection with the issuance of the Bond. We further understand that the Bond will be purchased by the U.S. Department of Agriculture, Rural Development (the "USDA"). The USDA regulations require the City to retain bond counsel to render an opinion that the Bond is valid.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties: (i) subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bond, the source of payment and security for the Bond, and, if applicable, the federal tax treatment of interest on the Bond; (ii) prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bond, and coordinate the authorization and execution of such documents; and (iii) review legal issues relating to the structure of the Bond issue.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date the Bond is exchanged for the first Draw thereon (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City after the Bond is issued with applicable laws relating to such Bond. During the course of this engagement, we will rely on the City to provide us with complete and timely information on all developments pertaining to any aspect of the Bond and its security. We understand that officials and employees of the City will cooperate with us in this regard.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. In this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel regarding the Bond are limited to those contracted for in this letter. The City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City regarding the Bond will be concluded upon issuance of the Bond. Nevertheless, subsequent to the Closing, we will prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bond.

CONFLICTS

Foster Pepper PLLC represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We do not foresee that any such representation, if it occurs, will adversely affect our ability to represent the City as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bond so as to make such representations not adverse to our representation of the City, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bond. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

RECORDS

Upon request, papers and property furnished by you will be returned promptly. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bond; (ii) the duties we will undertake pursuant to this engagement letter; and (iii) the responsibilities we will assume in connection therewith, our fee will be $5,000 for all legal services relating to the authorization, issuance and delivery of the Bond.

Our fee may increase if: (i) the principal amount of the Bond issue is significantly greater than the current estimate of $304,000; (ii) a supplemental loan from the USDA requires the issuance of one or more series of additional bonds; (iii) material changes in the structure or schedule of the financing occur; or (iv) unusual or unforeseen circumstances arise that require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Our invoice for legal services will be presented to the City following the Closing. If for any reason, however, the financing represented by the Bond is completed without the delivery of our Bond Opinion as bond counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates for time actually spent on your behalf; provided that, (i) we submit a billing statement to the City that describes the time, legal

services and expenses incurred on your behalf, and (ii) such compensation shall not exceed the amount of the fee that would have been paid had the Bond closed with our Bond Opinion.

If the foregoing terms are acceptable, the Mayor should sign and date two copies. Please return one copy to me and the remaining copy should be retained in the City's files. We look forward to working with you again.

FOSTER PEPPER PLLC

Jeffrey C. Nave

Accepted and approved this _____ day of July, 2016.

CITY OF GOLDENDALE, WASHINGTON

_____

Michael Canon, Mayor

AGENDA BILL: G3

AGENDA TITLE: Waiver of fee at Ekone Park for Youth Soccer Program

DATE: August 1, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION: The Central Klickitat County Park and Recreation District (CKCPRD) is coordinating the 2016 Youth Soccer Program. They would like to use the fields at Ekone Park for Soccer practices and games. Practices will start in late August with the season running through mid October. The CKCPRD is requested the waiver of the park fees for the Youth Soccer program.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION: I MOVE TO AUTHORIZE CITY STAFF TO EXECUTE A PUBLIC PROPERTY USE APPLICATION WITH CKCPRD FOR THE YOUTH SOCCER PROGRAM AND TO WAIVE THE PARK FEES.

City of Goldendale
Public Property Use Application

The permit review process will take approximately **10 – 14 days.** A permit will be mailed upon approval. You will be notified in writing if your request is declined.

Facility requested: Ekone Park (soccer/ball fields)

Applicant's Name: Central Klicktiat County Park & Recreation District

Applicant's Address: PO BOX 640, Goldendale, WA 98620

Contact Phone: 509 773-0506 (swim pool) 509 250-0981 (cell phone- Lori Anderson)

Intent: Hold youth soccer games and practices at Ekone Park

Days/Dates: Late August through Mid October

Hours Requested: Pratices: Last afternoon/early evenings: to Games: Saturday mornings

Give a brief statement of the proposed use of facilities:

The CKCPRD is coordinating the 2016 youth soccer programs. We would like to have soccer practices and games on the fields located within Ekone Park. If possible along with the fields, we would like to access to the restroom facilities. Practices will start in late August; and the entire soccer season will run through Mid-October.

Additional Requests:

We currently have a couple large soccer goals (metal frames and nets) stored along the west fence line of the little leauge fields. These goals will be moved and used during soccer season. We hope to continue to store them at Ekone Park, out of the way of course!

*CKCPRD is Requesting a waiver of Fees! fa

Approved by the following;

City Administrator

Public Works Director

Public Safety Director

Clerk-Treasurer

Date Issued: _____

NOTE: All requests must be in writing. Requests are on a first come first serve basis.

Lori Anderson 6/9/16
Lori Anderson

AGENDA BILL: H1

AGENDA TITLE: Acceptance of LKR Sewer Project

DATE: August 1, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X____

RESOLUTION____X_____ OTHER_____

MOTION_____

_____

EXPLANATION: See Karl Enyeart's memo attached along with supporting documentation regarding the acceptance of the Little Klickitat River Sewer Collection System and Mill Street Lift Station Replacement Project

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION: I MOVE TO APPROVE RESOLUTION NO. 660 ACCEPTING THE WORK OF POW CONTRACTING INC FOR THE LITTLE KLICKITAT RIVER SEWER COLLECTION SYSTEM AND MILL STREET LIFT STATION REPLACEMENT PROJECT

City of Goldendale

Memo

To: Mayor and Council

From: Karl Enyeart, PE, Public Works Director

CC: Larry Bellamy, City Administrator

Date: 08/01/2016

Re: Acceptance of the Little Klickitat River Sewer Collection System and Mill Street Lift Station Replacement Project

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The LKR Sewer project has been completed according to the plans and specifications set forth in the contract with POW Contracting Inc. See the attached letter and closeout forms.

I recommend approving the resolution for the acceptance of the LKR Sewer Project.

CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON

RESOLUTION NO. 660

IN THE MATTER OF ACCEPTANCE OF THE WORK DONE BY POW CONTRACTING, INC ON THE LITTLE KLICKITAT RIVER SEWER COLLECTION SYSTEM AND MILL STREET REPLACEMENT PROJECT

WHEREAS, on the 30th day of March, 2015 the City Council of the City of Goldendale approved entry into a contract with POW Contracting, Inc, PO Box 4772 Pasco, WA 99302 for construction of the LKR Sewer Project.

WHEREAS, City of Goldendale, 1103 S. Columbus, Goldendale, Washington made an inspection of the LKR Sewer Project and stated that the project, is in apparent compliance with the Plans and Specifications.

WHEREAS, upon acceptance of the LKR Sewer Project by the City Council, City of Goldendale, 1103 S. Columbus, Goldendale, Washington will prepare the Notice of Completion of a Public Works Project for the project. This Notice of Completion will certify the project has been inspected and was completed in accordance with the plans and specifications; **NOW THEREFORE,**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON, THAT THE ABOVE CONTRACT FOR THE LKR SEWER PROJECT AND IS HEREBY ACCEPTED AND APPROVED.

READ, APPROVED AND PASSED this 1st day of August, 2016.

_____
Michael Canon, Mayor

Attest:

_____
Connie Byers, Clerk-Treasurer

CERTIFICATION OF SUBSTANTIAL COMPLETION OF CONSTRUCTION PROJECT

OWNER: CITY OF GOLDENDALE

NAME AND DESCRIPTION OF PROJECT: City of Goldendale 2015 Sewer Improvement Project

DATE OF COMPLETION: 7/21/16

NAME OF CONTRACTOR: POW Contracting, Inc.

ADDRESS: PO BOX 4772

CITY: Pasco **STATE:** WA **ZIP:** 99302

DATE OF CONTRACT: April 14, 215

The work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer and it has been constructed and substantially completed in accordance with the plans and specifications on the above date.
Remaining retainage will be withheld until releases from the Washington State Departments of Revenue, Employment Security and Labor and Industries are obtained.

Dustin Conroy 7-21-16

PIONEER SURVEYING AND ENGINEERING, INC **DATE**

The Contractor accepts the above certification of physical completion.

Aaron Jones 7/22/16

POW Contracting, Inc. **DATE**

The City of Goldendale accepts the project as physically complete and will assume full possession of the project area.

Neal Engquist 7-25-16

CITY OF GOLDENDALE **DATE**

Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

July 25, 2016

City of Goldenale
Karl Enyeart
1103 S. Columbus Ave.
Goldendale, WA 98620

RE: City of Goldendale, 2015 City of Goldendale Sewer Improvement project

Dear Mr. Enyeart,

Attached are the time of completion form and contractor final voucher form. The 2015 City of Goldendale Sewer Improvement Project is complete and I recommend acceptance of the project.

Sincerely,

Dustin Conroy

Dustin Conroy, PE/PLS

125 Simcoe Drive, Goldendale, WA 98620
Phone: (509) 773-4945 • Fax: (509) 773-5888
pse@gorge.net

Time of Completion

City of Goldendale

Project: 2015 City of Goldendale Sewer Improvement Project

TO: POW Contracting, Inc. **Contract No._____**

PO Box 4772

Pasco, WA 99302 **Date July 25, 2016**

Dear Sir:
This is the timeline for completion of work for the project detailing the current date of completion.

Start of working days	4/20/15
Number of unsuitable weather days thus far	121
Number of days added for Change Orders	0
Total Working Days remaining	0
Weather days	0
Project Completion date for Base Bid:	**7/21/16**

This order is in accordance with Section 1-08.5 of the Standard Specifications.

Sincerely

Project Engineer

CONTRACTOR'S
FINAL CONTRACT
VOUCHER CERTIFICATE

CONTRACTOR: **POW Contracting, Inc.**

POWCO037R4**

PROJECT: **City of Goldendale**

2015 Sewer Improvement Project

DATE COMPLETED: **7-21-2016** FINAL AMOUNT: **$1,992,291.35**

I, the undersigned, having been duly sworn, certify that the attached final estimate is a true and correct statement showing all the monies due me from City of Goldendale under this contract; that I have carefully examined and understand said final estimate and that I hereby release City of Goldendale from any and all claims of whatsoever nature which I may have, arising out of the performance of said Contract, which are not set forth in said estimate.

AARON JONES

BY: Aaron Jones

All contract claims, if any, are attached.

BY: Yureti Castillo

Subscribed and sworn to before me this 26 day of July, 20 16, _____ Notary Public in and for the State of Washington, residing at Pasco, WA Franklin County.

CITY OF GOLDENDALE 2015 SEWER IMPROVEMENT PROJECT
PAY APPLICATION

Pay Estimate #9
2014 SEWER PROJECT
Compiled 7/25/2016
BASE BID
BID SCHEDULE 1

12/7/15-7/25/16

Prepared for: City Of Goldendale

Contract Days	138.00
Contract Days In this Pay App	18.00
Contract Days to Date	155.00
Contract Days Remaining	-17.00

Item No.	Description	Units	Quantity	POW CONTRACTING Unit Price	POW CONTRACTING Total Price	Quantities Previous	Quantities Current	Quantities Total	Quantities %Complete	Payment Previous	Payment Current	Payment Total	Payment %Complete
1	MOBILZATION	LS	1	$ 115,000.00	$ 115,000.00	1.00		1.00	100.00%	$ 115,000.00	$ -	$ 115,000.00	100.00%
2	48" DIA SANITARY SEWER MANHOLE	EA	56	$ 2,950.00	$ 165,200.00	50.00		50.00	89.29%	$ 147,500.00	$ -	$ 147,500.00	89.29%
3	18" DIA PVC SANITARY SEWER PIPE	LF	33	$ 150.00	$ 4,950.00	0.00		0.00	0.00%	$ -	$ -	$ -	0.00%
4	15" DIA PVC SANITARY SEWER PIPE	LF	547	$ 75.00	$ 41,025.00	707.00		707.00	129.25%	$ 53,025.00	$ -	$ 53,025.00	129.25%
5	12" DIA PVC SANITARY SEWER PIPE	LF	2280	$ 48.00	$ 109,440.00	2263.00		2263.00	99.25%	$ 108,624.00	$ -	$ 108,624.00	99.25%
6	10" DIA PVC SANITARY SEWER PIPE	LF	2399	$ 44.00	$ 105,556.00	2852.00		2852.00	118.88%	$ 125,488.00	$ -	$ 125,488.00	118.88%
7	8" DIA PVC SANITARY SEWER PIPE	LF	9180	$ 43.00	$ 394,740.00	7815.00		7815.00	85.13%	$ 336,045.00	$ -	$ 336,045.00	85.13%
8	SLIPLINE EXTG 8" DIA SANITARY SEWER PIPE	LF	134	$ 60.00	$ 8,040.00	134.00		134.00	100.00%	$ 8,040.00	$ -	$ 8,040.00	100.00%
9	DECOMMISSION MANHOLES	EA	16	$ 750.00	$ 12,000.00	11.00		11.00	68.75%	$ 8,250.00	$ -	$ 8,250.00	68.75%
10	DROP MANHOLE CONNECTIONS	EA	5	$ 1,150.00	$ 5,750.00	6.00		6.00	120.00%	$ 6,900.00	$ -	$ 6,900.00	120.00%
11	REMOVE MANHOLES	EA	27	$ 750.00	$ 20,250.00	13.00		13.00	48.15%	$ 9,750.00	$ -	$ 9,750.00	48.15%
12	8" SEWER MAIN CLEANOUT	EA	8	$ 750.00	$ 6,000.00	5.00		5.00	62.50%	$ 3,750.00	$ -	$ 3,750.00	62.50%
13	IRRIGATION SYSTEM REPAIR	EA	5	$ 200.00	$ 1,000.00	4.00		4.00	80.00%	$ 800.00	$ -	$ 800.00	80.00%
14	PIPE TO LANDFILL	TN	200	$ 4.00	$ 800.00	70.00		70.00	35.00%	$ 280.00	$ -	$ 280.00	35.00%
15	SHORING OR EXTRA EXCAVATION (CLASS A)	LS	1	$ 7,500.00	$ 7,500.00	1.00		1.00	100.00%	$ 7,500.00	$ -	$ 7,500.00	100.00%
16	ROCK EXCAVATION (COMMON PROPOSAL)	CY	1430	$ 84.00	$ 120,120.00	1676.59		1676.59	117.24%	$ 140,833.56	$ -	$ 140,833.56	117.24%
17	COMMERCIAL HOT MIX ASPHALT	TON	287	$ 200.00	$ 57,400.00	275.28		275.28	95.92%	$ 55,056.00	$ -	$ 55,056.00	95.92%
18	CRUSHED SURFACING, TOP COURSE	TON	1852	$ 18.50	$ 34,262.00	1037.10	187.95	1225.05	66.15%	$ 19,186.35	$ 3,477.08	$ 22,663.43	66.15%
19	CRUSHED SURFACING, BASE COURSE	TON	491	$ 18.50	$ 9,083.50	641.13	741.85	1382.98	281.67%	$ 11,860.91	$ 13,724.23	$ 25,585.13	281.67%
20	CONCRETE SIDEWALK	SY	133	$ 75.00	$ 9,975.00	35.50		35.50	26.69%	$ 2,662.50	$ -	$ 2,662.50	26.69%
21	DRIVEWAY APRON	SY	4	$ 110.00	$ 440.00	0.00		0.00	0.00%	$ -	$ -	$ -	0.00%
22	CONCRETE CURB	LF	8	$ 60.00	$ 480.00	0.00		0.00	0.00%	$ -	$ -	$ -	
23	FENCE GATES	EA	20	$ 1,250.00	$ 25,000.00	17.00		17.00	85.00%	$ 21,250.00	$ -	$ 21,250.00	85.00%
24	TREE REMOVAL	EA	3	$ 2,000.00	$ 6,000.00	4.00		4.00	133.33%	$ 8,000.00	$ -	$ 8,000.00	133.33%
25	CONTROLLED DENSITY FILL (CDF) (COMMON PROP	CY	80	$ 125.00	$ 10,000.00	34.00		34.00	42.50%	$ 4,250.00	$ -	$ 4,250.00	42.50%
26	4" PERFORATED DRAINAGE PIPE	LF	1136	$ 15.00	$ 17,040.00	415.00		415.00	36.53%	$ 6,225.00	$ -	$ 6,225.00	36.53%
27	BORE UNDER COLUMBUS AVENUE	EA	1	$ 31,500.00	$ 31,500.00	1.00		1.00	100.00%	$ 31,500.00	$ -	$ 31,500.00	100.00%
28	ESC LEAD	DAYS	100	$ 10.00	$ 1,000.00	100.00		100.00	100.00%	$ 1,000.00	$ -	$ 1,000.00	100.00%
29	CORP OF ENGRS. ENVIRONMENTAL COMPLIANCE	LS	1	$ 1,000.00	$ 1,000.00	1.00		1.00	100.00%	$ 1,000.00	$ -	$ 1,000.00	100.00%
30	UNSUITABLE TRENCH MATERIAL (COMMON PROPO	CY	200	$ 60.00	$ 12,000.00	105.00		105.00	52.50%	$ 6,300.00	$ -	$ 6,300.00	52.50%
31	SURFACE RESTORATION	LS	1	$ 5,000.00	$ 5,000.00	1.00		1.00	100.00%	$ 5,000.00	$ -	$ 5,000.00	100.00%
32	FILL ABANDONED SEWER WITH CONCRETE	CY	25	$ 115.00	$ 2,875.00	3.20		3.20	12.80%	$ 368.00	$ -	$ 368.00	12.80%
33	REPAIR SIDE SEWER	EA	15	$ 250.00	$ 3,750.00	0.00		0.00	0.00%	$ -	$ -	$ -	0.00%
34	INSTALL TRENCH PLUG	EA	6	$ 1,000.00	$ 6,000.00	7.00		7.00	116.67%	$ 7,000.00	$ -	$ 7,000.00	116.67%
35	TRAFFIC CONTROL	LS	1	$ 5,000.00	$ 5,000.00	1.00		1.00	100.00%	$ 4,999.83	$ -	$ 4,999.83	100.00%
36	TEMPORARY EROSION CONTROL	LS	1	$ 2,000.00	$ 2,000.00	1.00		1.00	100.00%	$ 1,999.93	$ -	$ 1,999.93	100.00%
37	WATER LINE REROUTE	LS	1	$ 8,500.00	$ 8,500.00	1.00		1.00	100.00%	$ 8,500.00	$ -	$ 8,500.00	100.00%
38	Non-spec top Course			$ 16.25		3442.36		3442.36	#DIV/0!	$ 55,938.35	$ -	$ 55,938.35	
	SUBTOTAL				**$ 1,365,676.50**					1,323,882.43	17,201.30	1,341,083.73	98.20%
	SALES TAX @ 7.5%				**$ 102,425.74**					99,291.18	1,290.10	100,581.28	98.20%
	TOTAL CONSTRUCTION COST				**$ 1,468,102.24**					1,423,173.61	18,491.40	1,441,665.01	98.20%

CITY OF GOLDENDALE 2015 SEWER IMPROVEMENT PROJECT
PAY APPLICATION

BASE BID - SIDE SEWERS

BID SCHEDULE 2

				POW CONTRACTING		Quantities				Payment			
						Previous	Current	Total	%Complete	Previous	Current	Total	%Complete
1	6" DIA PVC SIDE SEWER	LF	275	$ 35.00	$ 9,625.00	136.00		136.00	49.45%	$ 4,760.00	$ -	$ 4,760.00	49.45%
2	4" DIA PVC SIDE SEWER	LF	2684	$ 25.00	$ 67,100.00	2734.50		2734.50	101.88%	$ 68,362.50	$ -	$ 68,362.50	101.88%
3	6" SIDE SEWER CLEANOUT	EA	9	$ 750.00	$ 6,750.00	4.00		4.00	44.44%	$ 3,000.00	$ -	$ 3,000.00	44.44%
4	4" SIDE SEWER CLEANOUT	EA	96	$ 500.00	$ 48,000.00	77.00		77.00	80.21%	$ 38,500.00	$ -	$ 38,500.00	80.21%
	SUBTOTAL				**$ 131,475.00**					$ 114,622.50	$ -	$ 114,622.50	87.18%
	SALES TAX @ 7.5%				**$ 9,860.63**					$ 8,596.69	$ -	$ 8,596.69	87.18%
	TOTAL CONSTRUCTION COST				**$ 141,335.63**					$ 123,219.19	$ -	$ 123,219.19	87.18%

BASE BID - FORCEMAIN AND LIFT STATION

BID SCHEDULE 3

				POW CONTRACTING		Quantities				Payment			
Item No.	**Description**	**Units**	**Quantity**	**Unit Price**	**Computed Total Price**	Previous	Current	Total	%Complete	Previous	Current	Total	%Complete
	LIFT STATION												
1	MOBILZATION	LS	1	$ 3,500.00	$ 3,500.00	1.00		1.00	100.00%	$ 3,500.00	$ -	$ 3,500.00	100.00%
2	TRENCH SAFETY	LS	1	$ 1,500.00	$ 1,500.00	1.00		1.00	100.00%	$ 1,500.00	$ -	$ 1,500.00	100.00%
3	LIFT STATION	LS	1	$ 73,500.00	$ 73,500.00	1.00		1.00	100.00%	$ 73,500.00	$ -	$ 73,500.00	100.00%
4	FLOAT SWITCHES	EA	3	$ 1,500.00	$ 4,500.00	3.00		3.00	100.00%	$ 4,500.00	$ -	$ 4,500.00	100.00%
5	ELECTRICAL	LS	1	$ 138,000.00	$ 138,000.00	1.00		1.00	100.00%	$ 138,000.00	$ -	$ 138,000.00	100.00%
6	GENERATOR	LS	1	$ 27,500.00	$ 27,500.00	1.00		1.00	100.00%	$ 27,500.00	$ -	$ 27,500.00	100.00%
7	SURFACE RESTORATION	LS	1	$ 2,500.00	$ 2,500.00	1.00		1.00	100.00%	$ 2,500.00	$ -	$ 2,500.00	100.00%
	FORCEMAIN												
8	MOBILZATION	LS	1	$ 2,000.00	$ 2,000.00	1.00		1.00	100.00%	$ 2,000.00	$ -	$ 2,000.00	100.00%
9	TRENCH SAFETY	LS	1	$ 1,000.00	$ 1,000.00	1.00		1.00	100.00%	$ 1,000.00	$ -	$ 1,000.00	100.00%
10	FORCE MAIN	LF	670	$ 38.00	$ 25,460.00	676.00		676.00	100.90%	$ 25,688.00	$ -	$ 25,688.00	100.90%
11	BRIDGE CROSSING FORCE MAIN	LF	130	$ 185.00	$ 24,050.00	162.43		162.43	124.95%	$ 30,049.55	$ -	$ 30,049.55	124.95%
12	SURFACE RESTORATION	LS	1	$ 1,000.00	$ 1,000.00	1.00		1.00	100.00%	$ 1,000.00	$ -	$ 1,000.00	100.00%
13	PAVEMENT REPAIR	SY	370	$ 55.00	$ 20,350.00	155.75		155.75	42.09%	$ 8,566.25	$ -	$ 8,566.25	42.09%
	SUBTOTAL				**$ 324,860.00**					319,303.80	0.00	319,303.80	
	SALES TAX @ 7.5%				**$ 24,364.50**					23,947.79	0.00	23,947.79	98.29%
	TOTAL CONSTRUCTION COST				**$ 349,224.50**					343,251.59	0.00	343,251.59	98.29%

CITY OF GOLDENDALE 2015 SEWER IMPROVEMENT PROJECT
PAY APPLICATION

ALTERNATE 1 BID - Length MH 5-P2 through MH 5-P1

BID SCHEDULE 4 ALTERNATE 1

				POW CONTRACTING		Quantities				Payment			
Item No.	**Description**	**Units**	**Quantity**	**Unit Price**	**Computed Total Price**	Previous	Current	Total	%Complete	Previous	Current	Total	%Complete
1	48" DIA SANITARY SEWER MANHOLE	EA	1	$ 4,300.00	$ 4,300.00			0.00	0.00%	$ -	$ -	$ -	0.00%
2	8" DIA PVC SANITARY SEWER PIPE	LF	254	$ 56.50	$ 14,351.00			0.00	0.00%	$ -	$ -	$ -	0.00%
3	DROP MANHOLES CONNECTION	EA	1	$ 2,500.00	$ 2,500.00			0.00	0.00%	$ -	$ -	$ -	0.00%
4	REMOVE MANHOLES	EA	1	$ 500.00	$ 500.00			0.00	0.00%	$ -	$ -	$ -	0.00%
5	PIPE TO LANDFILL	TN	17	$ 25.00	$ 425.00			0.00	0.00%	$ -	$ -	$ -	0.00%
6	SHORING OR EXTRA EXCAVATION (CLASS A)	LS	1	$ 1,250.00	$ 1,250.00			0.00	0.00%	$ -	$ -	$ -	0.00%
7	COMMERCIAL HOT MIX ASPHALT	TON	43	$ 200.00	$ 8,600.00			0.00	0.00%	$ -	$ -	$ -	0.00%
8	CRUSHED SURFACING, TOP COURSE	TON	6	$ 30.00	$ 180.00			0.00	0.00%	$ -	$ -	$ -	0.00%
9	CRUSHED SURFACING, BASE COURSE	TON	171	$ 30.00	$ 5,130.00			0.00	0.00%	$ -	$ -	$ -	0.00%
	SUBTOTAL				**$ 37,236.00**					0.00	0.00	0.00	0.00%
	SALES TAX @ 7.5%				**$ 2,792.70**					0.00	0.00	0.00	0.00%
	TOTAL CONSTRUCTION COST				**$ 40,028.70**					0.00	0.00	0.00	0.00%

ALTERNATE 4 BID - Series 'M' (MH 5-M1 through MH 5-L1)

BID SCHEDULE 7 ALTERNATE 4

				POW CONTRACTING		Quantities				Payment			
Item No.	**Description**	**Units**	**Quantity**	**Unit Price**	**Computed Total Price**	Previous	Current	Total	%Complete	Previous	Current	Total	%Complete
1	48" DIA SANITARY SEWER MANHOLE	EA	1	$ 3,250.00	$ 3,250.00	1.00		1.00	100.00%	$ 3,250.00	$ -	$ 3,250.00	100.00%
2	8" DIA PVC SANITARY SEWER PIPE	LF	370	$ 29.00	$ 10,730.00	372.00		372.00	100.54%	$ 10,788.00	$ -	$ 10,788.00	100.54%
3	REMOVE MANHOLES	EA	1	$ 250.00	$ 250.00	1.00		1.00	100.00%	$ 250.00	$ -	$ 250.00	100.00%
4	PIPE TO LANDFILL	TN	24	$ 10.00	$ 240.00	0.00		0.00	0.00%	$ -	$ -	$ -	0.00%
5	SHORING OR EXTRA EXCAVATION (CLASS A)	LS	1	$ 1,100.00	$ 1,100.00	1.00		1.00	100.00%	$ 1,100.00	$ -	$ 1,100.00	100.00%
6	COMMERCIAL HOT MIX ASPHALT	TON	38	$ 195.00	$ 7,410.00	38.00		38.00	100.00%	$ 7,410.00	$ -	$ 7,410.00	100.00%
7	CRUSHED SURFACING, TOP COURSE	TON	5	$ 50.00	$ 250.00	0.00		0.00	0.00%	$ -	$ -	$ -	0.00%
8	CRUSHED SURFACING, BASE COURSE	TON	57	$ 45.00	$ 2,565.00	71.25		71.25	125.00%	$ 3,206.25	$ -	$ 3,206.25	125.00%
	SUBTOTAL				**$ 25,795.00**					26,004.25	0.00	26,004.25	100.81%
	SALES TAX @ 7.5%				**$ 1,934.63**					1,950.32	0.00	1,950.32	100.81%
	TOTAL CONSTRUCTION COST				**$ 27,729.63**					27,954.57	0.00	27,954.57	100.81%

CITY OF GOLDENDALE 2015 SEWER IMPROVEMENT PROJECT
PAY APPLICATION

ALTERNATE 6 BID - Alignment 'N'

BID SCHEDULE 9 ALTERNATE 6

Item No.	Description	Units	Quantity	POW CONTRACTING Unit Price	POW CONTRACTING Computed Total Price	Quantities Previous	Quantities Current	Quantities Total	Quantities %Complete	Payment Previous	Payment Current	Payment Total	Payment %Complete
1	4" DIA PVC SIDE SEWER	LF	40	$ 95.00	$ 3,800.00	34.00		34.00	85.00%	$ 3,230.00	$ -	$ 3,230.00	85.00%
2	4" SIDE SEWER CLEANOUT	EA	4	$ 1,000.00	$ 4,000.00	4.00		4.00	100.00%	$ 4,000.00	$ -	$ 4,000.00	100.00%
3	48" DIA SANITARY SEWER MANHOLE	EA	1	$ 5,250.00	$ 5,250.00	0.00		0.00	0.00%	$ -	$ -	$ -	0.00%
4	8" DIA PVC SANITARY SEWER PIPE	LF	428	$ 78.75	$ 33,705.00	0.00		0.00	0.00%	$ -	$ -	$ -	0.00%
5	REMOVE MANHOLES	EA	1	$ 750.00	$ 750.00	0.00		0.00	0.00%	$ -	$ -	$ -	0.00%
6	PIPE TO LANDFILL - 8" CONC	TN	27	$ 10.00	$ 270.00	0.00		0.00	0.00%	$ -	$ -	$ -	0.00%
7	SHORING OR EXTRA EXCAVATION (CLASS A)	LS	1	$ 2,500.00	$ 2,500.00	0.00		0.00	0.00%	$ -	$ -	$ -	0.00%
	SUBTOTAL				**$ 50,275.00**					$ 7,230.00	$ -	$ 7,230.00	14.38%
	SALES TAX @ 7.5%				**$ 3,770.63**					$ 542.250	$ -	$ 542.250	14.38%
	TOTAL CONSTRUCTION COST				**$ 54,045.63**					$ 7,772.250	$ -	$ 7,772.25	14.38%

CHANGE ORDER #1

Item No.	Description	Units	Quantity	POW CONTRACTING Unit Price	POW CONTRACTING Computed Total Price	Quantities Previous	Quantities Current	Quantities Total	Quantities %Complete	Payment Previous	Payment Current	Payment Total	Payment %Complete
CO #1	Pipe Bursting Bid Schedule 9 Alternate 6	LS	1	$ 41,550.00	$ 41,550.00	1.00		1.00	100.00%	$ 41,550.00	$ -	$ 41,550.00	100.00%
CO #1	Delete Bid items 3-7 Schedule #9	LS	-1	$ 42,475.00	$ (42,475.00)	0.00		0.00	0.00%	$ -	$ -	$ -	0.00%
CO #1	Manhole Modification on Mill Street A-2	LS	1	$ 1,000.00	$ 1,000.00	1.00		1.00	100.00%	$ 1,000.00	$ -	$ 1,000.00	100.00%
CO #1	REPAIR STORM SEWER WEST SIDE OF COLUMBUS	LS	1	$ 500.00	$ 500.00	1.00		1.00	100.00%	$ 500.00	$ -	$ 500.00	100.00%
CO #1	8" WYE ON 2ND STREET	EA	4	$ 500.00	$ 2,000.00	4.00		4.00	100.00%	$ 2,000.00	$ -	$ 2,000.00	100.00%
	SUBTOTAL				**$ 575.00**					$ 45,050.00	$ -	$ 45,050.00	7834.78%
	SALES TAX @ 7.5%				**$ 43.13**					$ 3,378.750	$ -	$ 3,378.750	7834.78%
	TOTAL CONSTRUCTION COST				**$ 618.13**					$ 48,428.750	$ -	$ 48,428.75	7834.78%

CITY OF GOLDENDALE 2015 SEWER IMPROVEMENT PROJECT
PAY APPLICATION

	POW CONTRACTING	Payment			
		Previous	Current	Total	%Complete
TOTAL CONSTRUCTION COST BID SCHEDULE 1: BASE	$ 1,365,676.50	$ 1,323,882.43	$ 17,201.30	$ 1,341,083.73	98.20%
TOTAL CONSTRUCTION BID SCHEDULE 2: SIDE SEWERS	$ 131,475.00	$ 114,622.50	$ -	$ 114,622.50	87.18%
TOTAL CONSTRUCTION BID SCHEDULE 3: FORCE MAIN AND LIFT	$ 324,860.00	$ 319,303.80	$ -	$ 319,303.80	98.29%
TOTAL CONSTRUCTION COST BID SCHEDULE 4: ALTERNATE 1	$ -	$ -	$ -	$ -	#DIV/0!
TOTAL CONSTRUCTION COST BID SCHEDULE 7: ALTERNATE 4	$ 25,795.00	$ 26,004.25	$ -	$ 26,004.25	100.81%
TOTAL CONSTRUCTION COST BID SCHEDULE 9: ALTERNATE 6	$ 50,275.00	$ 7,230.00	$ -	$ 7,230.00	14.38%
TOTAL CHANGE ORDER #1	$ 575.00	$ 45,050.00	$ -	$ 45,050.00	
SUBTOTAL	$ 1,898,081.50	$ 1,836,092.98	$ 17,201.30	$ 1,853,294.28	97.64%
Sales Tax @7.5%	**$ 142,356.13**	$ 137,706.98	$ 1,290.09	$ 138,997.07	97.64%
TOTAL CONSTRUCTION COST	$ 2,040,437.63	$ 1,973,799.96	$ 18,491.39	$ 1,992,291.35	97.64%
Amount Retained (5%)		$ (91,804.65)	$ (860.07)	$ (92,664.71)	
Sub-Total		$ 1,881,995.31	$ 17,631.32	$ 1,899,626.63	
Materials On Hand		$ -		$ -	
Less Materials Installed		$ -	$ -	$ -	
Sub-Total Materials Paid		$ -	$ -	$ -	
Grand Total, Including Tax	$ 2,040,437.63	$ 1,881,995.31	$ 17,631.32	$ 1,899,626.63	
		Current Total Payment	$ 17,631.32		

CONTRACTOR _____ **DATE** _____
POW CONTRACTING

APPROVED BY _____ **DATE** _____
Pioneer Surveying and Engineering, Inc

APPROVED BY _____ **DATE** _____
City of Goldendale

APPROVED BY _____ **DATE** _____