

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
OCTOBER 17, 2016
7:00 PM**

- A. Call to Order
 - 1. Pledge of Allegiance
- B. Roll Call
- C. Public Hearing
- D. Agenda
 - 1. Approval of Agenda
 - 2. Consent Agenda
 - a. Approval of Minutes
 - b. Claims
 - c. Payroll
 - d. Other
- E. Presentations
 - 1. Pat Arnold – Talk About Her Candidacy
 - 2. Felicia Gray & Cathy Baldwin – Proposal
 - 3. Dana Peck – Harvest Fest Presentation
- F. Department Reports
- G. Council Business
 - 1. Change for Payment for Timber Harvest
 - 2. Notice of Award for Fire Truck Accessories and Outfitting
 - 3. Amendment of Cablevision Head End Lease Agreement
 - 4. Assignment of Cablevision Head End Lease Agreement
- H. Resolutions
 - 1. J & N Cable Franchise Transfer
- I. Ordinances
- J. Report of Officers and City Administrator
- K. Public Comment
- L. Executive Session
- M. Adjournment

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

AGENDA TITLE: CONSENT AGENDA

DATE: OCTOBER 17, 2016

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X
RESOLUTION _____ OTHER _____
MOTION X

EXPLANATION:

The consent agenda includes the following:
Minutes of the October 3, 2016 regular council meeting, second pay period September checks #47285 – 47346, 900666 in the amount of \$108,176.12, October 17, 2016 claims checks #47347 – 47393, 900665, 900667 - 900671 in the amount of \$300,193.75.

FISCAL IMPACT:

Payroll checks in the amount of \$108,176.12, claims checks in the amount of \$300,193.75.

ALTERNATIVES:

Approve the consent agenda.
Remove certain items from the consent agenda for further discussion.

STAFF RECOMMENDATION:

Approve the consent agenda

MOTION:

I MOVE TO APPROVE THE CONSENT AGENDA.

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
OCTOBER 3, 2016
7:00 PM**

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

7:00:22 PM

PRESENT:

Mayor Michael A Canon
Council Member Andy Halm
Council Member Gary Hocter
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
Council Member Lucille Bevis
Council Member Shannon Middleton

STAFF:

City Administrator Larry Bellamy
Clerk-Treasurer Connie Byers
Public Works Director Karl Enyeart
Assistant Fire Chief Steven Randall
Police Chief Reggie Bartkowski

ABSENT:

None

AGENDA AND CONSENT AGENDA

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

7:00:35 PM

AYES:

Council Member Andy Halm
Council Member Gary Hocter
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
Council Member Lucille Bevis
Council Member Shannon Middleton

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 7-0.

Gary stated that reference no 2725 needs to be contingent upon passing of G1.

Guy and Carmen agreed to amend the motion.

7:01:39 PM

AYES: Council Member Andy Halm
Council Member Gary Hctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
Council Member Lucille Bevis
Council Member Shannon Middleton

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

DEPARTMENT REPORTS

Steven reported that the department has had 91 calls to date. The bids for the attack tender will be opened this Wednesday at 2:00 pm. The American Legion will be having a breakfast to benefit the City Fire Department. It will be Sunday, October 9th.

Reggie reported the noise parade and football game is this Friday and the dance will be on Saturday. He also stated that he and the Mayor had a meeting with the library regarding vandalism.

Karl reported on the WCNIP.

COUNCIL BUSINESS

2016 Timber Harvest Cultural Resource Survey

Karl explained the proposal for cultural resource survey.

It was moved by Council Member Guy Theriault, seconded by Council Member Gary Hctor, to authorize the Mayor to execute the proposal for a cultural resource survey with Cultural Resources Consulting in an amount not to exceed \$6,000.00.

7:10:17 PM

AYES: Council Member Andy Halm
Council Member Gary Hctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
Council Member Lucille Bevis
Council Member Shannon Middleton

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

WCNIP Change Order #2

Karl explained the need for the change order.

It was moved by Council Member Guy Theriault, seconded by Council Member Carmen Knopes, to authorize the Mayor to execute change order #2 to the WCNIP in the estimated amount of \$9,000.00.

7:13:46 PM

AYES:

Council Member Andy Halm
Council Member Gary Hctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
Council Member Lucille Bevis
Council Member Shannon Middleton

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 7-0.

Proposed Preliminary 2017 Budget

Larry explained the requirement proposed preliminary budget recorded and filed with the city council as the first step in the budget process for 2017.

REPORT OF OFFICERS AND CITY ADMINISTRATOR

Lucille reported on the Harvest Fest and asked about the franchise change on J & N Cable. Larry stated that we are working with our attorneys.

Carmen reported on the possibility of the FFA building bike racks for the parks. She also commented on the work done on Railroad so vehicles can easily turn from Klickitat.

Guy reported on the car show at Maryhill.

Mayor Michael Canon stated that the community all worked very well together for the events this weekend.

Larry reported on recent meetings and upcoming meetings.

ADJOURNMENT

It was moved by Council Member Guy Theriault, seconded by Council Member Andy Halm, to adjourn the meeting.

7:27:17 PM

AYES:

Council Member Andy Halm
Council Member Gary Hctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan
Council Member Lucille Bevis

Council Member Shannon Middleton
None.

NAYS:

MOTION CARRIED UNANIMOUSLY 7-0.

Michael A Canon, Mayor

Connie Byers, Clerk-Treasurer

Register

Fiscal: 2016
 Deposit Period: 2016 - Oct 2016, 2016 - Jan 2016 - Manual Jan 2016
 Check Period: 2016 - Oct 2016 - 1st Council Oct 2016, 2016 - Jan 2016 - Manual Jan 2016

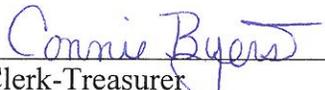
Number	Name	Print Date	Clearing Date	Amount
Columbia State Bank				
47347	Shell	10/11/2016		\$3,683.35
47348	Action Medical	10/17/2016		\$44.40
47349	Allyns Building Center	10/17/2016		\$483.50
47350	Anatek Labs Inc	10/17/2016		\$120.00
47351	Aramark Uniform Serv Inc	10/17/2016		\$272.44
47352	AT&T Mobility	10/17/2016		\$29.98
47353	Bishop Red Rock Inc	10/17/2016		\$1,005.00
47354	Bishop Sanitation Inc	10/17/2016		\$187.50
47355	Bohn's Printing	10/17/2016		\$229.14
47356	Carquest Auto Parts	10/17/2016		\$2,826.35
47357	Central Klickitat Conservation Dist	10/17/2016		\$538.78
47358	Dynacco	10/17/2016		\$393.45
47359	Fastenal Company	10/17/2016		\$479.91
47360	Ferguson Enterprises Inc #3001	10/17/2016		\$3,784.75
47361	Gary Erickson	10/17/2016		\$96.75
47362	Goldendale Tire Center	10/17/2016		\$525.42
47363	Goldendale, City of	10/17/2016		\$2,599.71
47364	Great Western Pump CO	10/17/2016		\$27.61
47365	Hach Company	10/17/2016		\$131.90
47366	Holcombs Market	10/17/2016		\$33.48
47367	IAPMO	10/17/2016		\$150.00
47368	Klickitat County PUD	10/17/2016		\$24,235.24
47369	Lanz & Trummel Attorneys at Law	10/17/2016		\$335.00
47370	Les Schwab Tire Center	10/17/2016		\$582.30
47371	Maria Hutchins	10/17/2016		\$48.60
47372	Marlin Business Bank	10/17/2016		\$467.10
47373	McCredy Company, The	10/17/2016		\$13.65
47374	MCP Mid Columbia Producers Inc	10/17/2016		\$375.15
47375	MSR Properties	10/17/2016		\$264.45
47376	Mulrony Logging LLC	10/17/2016		\$35,840.84
47377	Norco Inc	10/17/2016		\$42.57
47378	One Call Concepts Inc	10/17/2016		\$32.10
47379	Pioneer Surveying & Engineering Inc	10/17/2016		\$61,774.00
47380	PMSI Paving Maintenance Supply Inc	10/17/2016		\$1,500.00
47381	Quill Corporation	10/17/2016		\$384.87
47382	Schaeffer MFG Co	10/17/2016		\$2,761.54

Number	Name	Print Date	Clearing Date	Amount
47383	Small Engine Specialties	10/17/2016		\$52.96
47384	US Cellular	10/17/2016		\$1,501.84
47385	USA Blue Book	10/17/2016		\$236.23
47386	Verizon Wireless	10/17/2016		\$320.08
47387	Vision Municipal Solutions Llc	10/17/2016		\$933.49
47388	WA ST Dept Labor & Indust (Olympia)	10/17/2016		\$21.50
47389	WA ST Dept Nat Rescources	10/17/2016		\$106.00
47390	WA St Dept of Ecology	10/17/2016		\$1,562.11
47391	WA St Dept of Retirement Systems	10/17/2016		\$4,048.12
47392	Zane Kerns	10/17/2016		\$633.70
47393	Zep Manufacturing Co	10/17/2016		\$972.35
900665	Sage Payment Solutions	1/29/2016	1/31/2016	\$85.65
900667	HSA Bank Employee Plan Funding	10/17/2016		\$20.25
900668	Merchant Card Services	10/17/2016		\$64.72
900669	Sage Payment Solutions	10/17/2016		\$589.27
900670	USDA	10/17/2016		\$134,883.00
900671	WA St Dept of Revenue	10/17/2016		\$7,861.65
	Total		Check	
	Total		20016310	\$300,193.75
	Grand Total			\$300,193.75
				\$300,193.75

**CITY OF GOLDENDALE
CLAIMS REGISTER**

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as shown on Voucher numbers 47347 through 47393, 900665, 900667 - 900671 in the amount of \$300,193.75, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 13th day of October, 2016.



Clerk-Treasurer

Register Activity

Fiscal: 2016

Period: 2016 - Oct 2016, 2016 - Jan 2016

Council Date: 2016 - Oct 2016 - 1st Council Oct 2016, 2016 - Jan 2016 - Manual Jan 2016

Reference	Date	Amount	Notes
Reference Number: 47347			
79263448609	Shell	\$3,683.35	
	9/25/2016	\$3,683.35	Fuel
Reference Number: 47348			
7996	Action Medical	\$44.40	
	9/21/2016	\$44.40	Medical Supplies
Reference Number: 47349			
222697	Allyns Building Center	\$483.50	
222955	9/2/2016	\$41.62	Coax Splitter, Cable, Pigtail....
222963	9/8/2016	\$13.41	Tape, Nipple, Valve
222975	9/8/2016	\$17.19	Turbo Diamond
222981	9/8/2016	\$2.03	Bulb
222990	9/8/2016	\$6.77	Rake
223172	9/12/2016	\$13.43	Surge Strip
223213	9/12/2016	\$29.53	Conn Underground, Glue....
223318	9/14/2016	\$4.83	Slip Cap
223359	9/14/2016	\$24.16	Mortar Mix
223867	9/22/2016	\$35.93	Sealant, Fender Wash
223886	9/22/2016	\$12.84	Eye Bolt
223895	9/22/2016	\$37.06	Handle Taper, Shovel....
223896	9/22/2016	\$32.22	Pipe Lub
224151	9/22/2016	\$8.05	Brush Set
224190	9/27/2016	\$30.48	Sealant, Caulk Gun, Mortar Mix
224199	9/27/2016	\$44.62	Cement, Bit, Valve....
224260	9/27/2016	\$22.12	Paint Thinner
224313	9/28/2016	\$20.76	Bushing, Valve....
224319	9/29/2016	\$53.90	Sealant, Duct Tape....
224320	9/29/2016	\$13.22	Pipe, Swl Cnct
	9/29/2016	\$19.33	Latex Redwood Stain, Brush
Reference Number: 47350			
031948	Anatek Labs Inc	\$120.00	
	9/10/2016	\$120.00	Testing Service
Reference Number: 47351			
862516995	Aramark Uniform Serv Inc	\$272.44	
862516997	9/6/2016	\$28.94	Service
862516999	9/6/2016	\$34.42	Service
862523410	9/6/2016	\$18.60	Service
862523411	9/9/2016	(\$26.65)	Credit
	9/9/2016	(\$26.42)	Credit

Reference	Date	Amount	Notes
Reference Number: 47351	Aramark Uniform Serv Inc	\$272.44	
862527721	9/13/2016	\$34.46	Service
862527724	9/13/2016	\$34.42	Service
862527726	9/13/2016	\$18.60	Service
862534949	9/16/2016	(\$14.91)	Credit
862539427	9/20/2016	\$34.46	Service
862539429	9/20/2016	\$34.42	Service
862539431	9/20/2016	\$18.60	Service
862542011	9/21/2016	(\$2.00)	Credit
862542012	9/21/2016	(\$1.98)	Credit
862550991	9/27/2016	\$34.46	Service
862550994	9/27/2016	\$34.42	Service
862550996	9/27/2016	\$18.60	Service
Reference Number: 47352	AT&T Mobility	\$29.98	
Invoice - 10/12/2016 2:46:32 PM	10/12/2016	\$29.98	Surface
Reference Number: 47353	Bishop Red Rock Inc	\$1,005.00	
59412	9/6/2016	\$50.00	Cinder Sand
59418	9/7/2016	\$225.00	Cinder Sand
59428	9/8/2016	\$80.00	Cinder Sand
59448	9/14/2016	\$25.00	Cinder Sand
59456	9/15/2016	\$75.00	Cinder Sand
59477	9/20/2016	\$250.00	Cinder Sand
59489	9/22/2016	\$100.00	Cinder Sand
59496	9/22/2016	\$100.00	Cinder Sand
59518	9/28/2016	\$50.00	Cinder Sand
59519	9/28/2016	\$50.00	Cinder Sand
Reference Number: 47354	Bishop Sanitation Inc	\$187.50	
52041	9/28/2016	\$120.00	Ekone Park
52094	9/28/2016	\$67.50	Airport
Reference Number: 47355	Bohn's Printing	\$229.14	
47354	9/29/2016	\$197.29	Copier Count/CH
47355	9/29/2016	\$31.85	Copier Count/PD
Reference Number: 47356	Carquest Auto Parts	\$2,826.35	
4993-342239	9/1/2016	\$6.12	Mini Bulb
4993-342764	9/6/2016	\$39.99	Oil Absorbent
4993-342807	9/6/2016	\$98.72	UPS
4993-342968	9/7/2016	\$21.49	Data Cable
4993-342970	9/7/2016	\$25.78	Antenna, Coax Stud
4993-343097	9/8/2016	\$21.49	Data Cable
4993-343099	9/8/2016	\$18.22	Rtv Ult Blk Hi Temp
4993-343140	9/8/2016	\$33.45	Brakleen

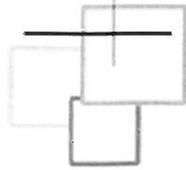
Reference	Date	Amount	Notes
Reference Number: 47356		\$2,826.35	
<u>4993-343528</u>	9/12/2016	\$4.57	Hitch Pin
<u>4993-343546</u>	9/12/2016	\$15.47	Brake Fluid
<u>4993-343559</u>	9/12/2016	\$17.18	Exact Fit
<u>4993-343597</u>	9/12/2016	\$1,628.87	Brake Asse
<u>4993-343599</u>	9/12/2016	\$55.87	Nebo Twin Puck, Batteries
<u>4993-343629</u>	9/12/2016	\$80.24	Oil Bath Seal
<u>4993-343681</u>	9/13/2016	\$29.82	Oil Filter, Xtreme Blue
<u>4993-343686</u>	9/13/2016	\$16.28	Union, Domestic Nickel/Copper
<u>4993-343736</u>	9/13/2016	\$57.00	Mity Vac
<u>4993-343823</u>	9/14/2016	(\$189.25)	Credit
<u>4993-343949</u>	9/15/2016	\$15.04	Oil Seal
<u>4993-344029</u>	9/16/2016	\$174.15	Tie Down
<u>4993-344097</u>	9/16/2016	\$16.11	Screen Protectors
<u>4993-344103</u>	9/16/2016	\$68.55	Redi-Sleeve
<u>4993-344396</u>	9/19/2016	\$60.32	UPS
<u>4993-344400</u>	9/19/2016	\$17.20	Pliers
<u>4993-344518</u>	9/20/2016	\$45.58	Oil
<u>4993-344543</u>	9/20/2016	\$9.12	Oil
<u>4993-344639</u>	9/21/2016	\$10.30	Arctic Ban
<u>4993-344780</u>	9/22/2016	\$11.78	Fuel
<u>4993-344794</u>	9/22/2016	\$106.28	UPS, Gloves
<u>4993-345488</u>	9/27/2016	\$1.89	Fuel Hose
<u>4993-345537</u>	9/28/2016	\$36.31	Filters, Spark Plugs
<u>4993-345562</u>	9/28/2016	\$30.82	Wire Sets
<u>4993-345563</u>	9/28/2016	\$33.72	Water Pump
<u>4993-345636</u>	9/28/2016	\$18.22	Rtv Ult Blk Hi Temp
<u>4993-345670</u>	9/29/2016	\$106.92	Ignition Parts, Wire Sets, Plugs, Filters
<u>4993-345694</u>	9/29/2016	\$14.48	Fuel Tube
<u>4993-345700</u>	9/29/2016	\$6.40	Sp Plug Hole
<u>4993-345732</u>	9/29/2016	\$53.77	Muffler, Clamp
<u>4993-345763</u>	9/29/2016	\$8.08	Hose Clamp
Reference Number: 47357		\$538.78	
<u>1430</u>	10/4/2016	\$337.56	Site A
<u>1431</u>	10/4/2016	\$201.22	Site B
Reference Number: 47358		\$393.45	
<u>153172</u>	9/30/2016	\$393.45	Jet Force, DeMoist
Reference Number: 47359		\$479.91	
<u>ORTHE63202</u>	9/21/2016	\$479.91	Supplies
Reference Number: 47360		\$3,784.75	
<u>0544936</u>	9/27/2016	\$1,509.30	Supplies

Reference	Date	Amount	Notes
Reference Number: 47360	Ferguson Enterprises Inc #3001	\$3,784.75	
0546143	9/30/2016	\$1,160.83	Ball Corp
0546154	9/30/2016	\$148.61	Comp X Flip Coup
0546155	9/30/2016	\$148.61	Comp X Flip Coup
0546157	9/30/2016	\$817.40	Comp X Mip Coup, Union
Reference Number: 47361	Gary Erickson	\$96.75	
19219	10/1/2016	\$96.75	407 and 409 S Grant
Reference Number: 47362	Goldendale Tire Center	\$525.42	
294215	9/21/2016	\$525.42	Tires
Reference Number: 47363	Goldendale, City of	\$2,599.71	
2016-55	9/29/2016	\$149.52	Bulk Water
Invoice - 10/12/2016 3:50:51 PM	10/12/2016	\$2,450.19	Water/Sewer
Reference Number: 47364	Great Western Pump CO	\$27.61	
46010	9/28/2016	\$27.61	Valve Spool Bumper
Reference Number: 47365	Hach Company	\$131.90	
10120404	9/22/2016	\$131.90	Ammonia
Reference Number: 47366	Holcombs Market	\$33.48	
0020575314	9/8/2016	\$19.52	Plates, Forks, Water
0020670013	9/12/2016	\$13.96	Wine for Code Enforcement Conf Door Prize
Reference Number: 47367	IAPMO	\$150.00	
1341-2016	9/26/2016	\$150.00	Membership Renewal
Reference Number: 47368	Klickitat County PUD	\$24,235.24	
Invoice - 10/13/2016 11:21:30 AM	10/13/2016	\$24,235.24	Electric
Reference Number: 47369	Lanz & Trummel Attorneys at Law	\$335.00	
431	10/2/2016	\$335.00	Quiet Title
Reference Number: 47370	Les Schwab Tire Center	\$582.30	
34800118059	9/22/2016	\$517.80	Tires
34800118214	9/24/2016	\$64.50	Winter Change-Over
Reference Number: 47371	Maria Hutchins	\$48.60	
Invoice - 10/12/2016 4:19:27 PM	10/12/2016	\$48.60	Travel Reimbursement
Reference Number: 47372	Marlin Business Bank	\$467.10	
Invoice - 10/12/2016 4:20:11 PM	10/12/2016	\$467.10	Copier Leases

Reference	Date	Amount	Notes
Reference Number: 47373 981618	McCredy Company, The 9/28/2016	\$13.65 \$13.65	Coupler, Eye Bolts
Reference Number: 47374 787486 788445 788956	MCP Mid Columbia Producers Inc 9/22/2016 9/26/2016 9/28/2016	\$375.15 \$341.85 \$18.26 \$15.04	Pine Shavings Gloves Grain Cowhide W/Keys
Reference Number: 47375 440	MSR Properties 2/16/2016	\$264.45 \$264.45	Reimbursement
Reference Number: 47376 0000361110 0000363254 0000364232 34	Mulroney Logging LLC 9/27/2016 10/4/2016 10/6/2016 10/7/2016	\$35,840.84 \$25,267.78 \$8,306.51 \$770.34 \$1,496.21	Timber Timber Timber Timber
Reference Number: 47377 19526936	Norco Inc 9/30/2016	\$42.57 \$42.57	Cylinder Rental
Reference Number: 47378 6099075	One Call Concepts Inc 9/30/2016	\$32.10 \$32.10	Utility Notification
Reference Number: 47379 2 16-904 22 14-906	Pioneer Surveying & Engineering Inc 9/21/2016 9/21/2016	\$61,774.00 \$22,870.00 \$38,904.00	Aerial Mapping WCNIP
Reference Number: 47380 35001656	PMSI Paving Maintenance Supply Inc 9/20/2016	\$1,500.00 \$1,500.00	Rental
Reference Number: 47381 9231800 9353517 939470 9631231	Quill Corporation 9/16/2016 9/21/2016 9/22/2016 9/30/2016	\$384.87 \$206.68 \$75.24 \$72.88 \$30.07	Card File, Coffee, Paper.... Ink Labels, Coffee Add Machine Roll
Reference Number: 47382 TY165988-INV1	Schaeffer MFG Co 9/27/2016	\$2,761.54 \$2,761.54	Oil
Reference Number: 47383 1662.1	Small Engine Specialties 9/20/2016	\$52.96 \$52.96	Filter-Hydrolic
Reference Number: 47384 0157061917	US Cellular 9/24/2016	\$1,501.84 \$1,501.84	Cell Phones

Reference	Date	Amount	Notes
Reference Number: 47385 073404	USA Blue Book 9/29/2016	\$236.23 \$236.23	Cherne 8' Gripper End Style
Reference Number: 47386 9773099582	Verizon Wireless 10/4/2016	\$320.08 \$320.08	PD Vehicles
Reference Number: 47387 3729	Vision Municipal Solutions Lic 8/23/2016	\$933.49 \$933.49	Utility Bill Mailing
Reference Number: 47388 275629	WA ST Dept Labor & Indust (Olympia) 9/27/2016	\$21.50 \$21.50	Boiler/Pressure Inspected
Reference Number: 47389 0018013611	WA ST Dept Nat Rescources 8/12/2016	\$106.00 \$106.00	Programming Cable
Reference Number: 47390 2017-BA0021121	WA St Dept of Ecology 9/23/2016	\$1,562.11 \$1,562.11	Biosolids Permit
Reference Number: 47391 01186619	WA St Dept of Retirement Systems 10/1/2016	\$4,048.12 \$4,048.12	Excess Compensation Benefit
Reference Number: 47392 5761	Zane Kerns 10/13/2016	\$633.70 \$633.70	Building Permit Reimbursement
Reference Number: 47393 9002467891	Zep Manufacturing Co 9/29/2016	\$972.35 \$972.35	Tissue, Liners, Paper Towel
Reference Number: 900665 Invoice - 9/30/2016 10:53:36 AM	Sage Payment Solutions 9/30/2016	\$85.65 \$85.65	ACH Fee
Reference Number: 900667 Invoice - 10/12/2016 3:53:29 PM	HSA Bank Employee Plan Funding 10/12/2016	\$20.25 \$20.25	Service Fee
Reference Number: 900668 Invoice - 10/12/2016 4:24:27 PM	Merchant Card Services 10/12/2016	\$64.72 \$64.72	Visa Fees/Admin
Reference Number: 900669 Invoice - 10/13/2016 8:12:02 AM	Sage Payment Solutions 10/13/2016	\$589.27 \$589.27	Visa Fees/Utility
Reference Number: 900670 Invoice - 10/13/2016 8:22:10 AM	USDA 10/13/2016	\$134,883.00 \$134,883.00	2009 Water Project
Reference Number: 900671 Invoice - 10/13/2016 8:34:22 AM	WA St Dept of Revenue 10/13/2016	\$7,861.65 \$7,861.65	Excise Tax

Register



Number	Name	Fiscal Description	Cleared	Amount
47285	Barkowski, Reggie	2016 - Sep 2016 - 2nd Council Sep 2016		\$2,708.41
47286	Bellamy, Larry D	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,811.45
47287	Berkshire, Stan	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,797.05
47288	Bevis, Lucille A	2016 - Sep 2016 - 2nd Council Sep 2016		\$46.02
47289	Bostick Qrtly, Kenneth W	2016 - Sep 2016 - 2nd Council Sep 2016		\$138.52
47290	Bostick, Kenneth W B/CE	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,255.02
47291	Bower, Jeremy J	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,132.98
47292	Byers, Connie L	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,809.43
47293	Canon, Michael A	2016 - Sep 2016 - 2nd Council Sep 2016		\$446.61
47294	Carper, Jeremy L	2016 - Sep 2016 - 2nd Council Sep 2016		\$55.41
47295	Carper, Kayla M	2016 - Sep 2016 - 2nd Council Sep 2016		\$147.76
47296	Carper, Shawn R	2016 - Sep 2016 - 2nd Council Sep 2016		\$55.41
47297	Casey, Brian P	2016 - Sep 2016 - 2nd Council Sep 2016		\$55.41
47298	Delangis, Michael B Qrtly	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,185.24
47299	Enderby, Michelle R	2016 - Sep 2016 - 2nd Council Sep 2016		\$120.05
47300	Enyeart, Karl A	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,042.81
47301	Fitzgibbons, Thomas R	2016 - Sep 2016 - 2nd Council Sep 2016		\$2,787.40
47302	Foss, Nicholas J	2016 - Sep 2016 - 2nd Council Sep 2016		\$322.05
47303	Frantum, Douglas	2016 - Sep 2016 - 2nd Council Sep 2016		\$64.64
47304	Garcia, Juan C	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,366.74
47305	Grimes, Kevin	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,399.02
47306	Halm, John	2016 - Sep 2016 - 2nd Council Sep 2016		\$120.05
47307	Halm, Noah M (Qrtly)	2016 - Sep 2016 - 2nd Council Sep 2016		\$120.05
47308	Halm, Adam P	2016 - Sep 2016 - 2nd Council Sep 2016		\$346.31
47309	Halm, Andrew J	2016 - Sep 2016 - 2nd Council Sep 2016		\$203.17
47310	Halm, Noah M	2016 - Sep 2016 - 2nd Council Sep 2016		\$46.02
47311	Hocfor, Gary Robert	2016 - Sep 2016 - 2nd Council Sep 2016		\$418.66
47312	Hudson, Marty Qrtly	2016 - Sep 2016 - 2nd Council Sep 2016		\$46.02
47313	Hunziker, Jay Allen	2016 - Sep 2016 - 2nd Council Sep 2016		\$120.05
47314	Hutchins, Maria P	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,749.75
47315	Huwe, Robert B	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,508.07
47316	Knopes, Carmen A	2016 - Sep 2016 - 2nd Council Sep 2016		\$193.93
47317	Lucatero, Leo B	2016 - Sep 2016 - 2nd Council Sep 2016		\$46.02
47318	Middleton, Shannon	2016 - Sep 2016 - 2nd Council Sep 2016		\$2,125.76
47319	O'Connor, Andrew F	2016 - Sep 2016 - 2nd Council Sep 2016		\$46.02
47320	Oswalt, Bert F	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,967.93
47321	Patterson, Randy E	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,960.01
47322	Pedersen, Rob	2016 - Sep 2016 - 2nd Council Sep 2016		\$743.45
47323	Perez, Benjamin A	2016 - Sep 2016 - 2nd Council Sep 2016		\$212.40
				\$1,046.19

Number	Name	Fiscal Description	Cleared	Amount
47324	Randall, Joseph R	2016 - Sep 2016 - 2nd Council Sep 2016		\$166.23
47325	Randall, Steven A	2016 - Sep 2016 - 2nd Council Sep 2016		\$273.93
47326	Randall, Steven Qtrly	2016 - Sep 2016 - 2nd Council Sep 2016		\$349.02
47327	Seward, Jacob R	2016 - Sep 2016 - 2nd Council Sep 2016		\$971.77
47328	Shelton, Kelsey A	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,301.99
47329	Smith, Michael L	2016 - Sep 2016 - 2nd Council Sep 2016		\$2,214.43
47330	Stelijes, Michael S	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,505.23
47331	Sullivan, Donald L	2016 - Sep 2016 - 2nd Council Sep 2016		\$114.98
47332	Sullivan, Donald L Qtrly	2016 - Sep 2016 - 2nd Council Sep 2016		\$166.23
47333	Sullivan, John F	2016 - Sep 2016 - 2nd Council Sep 2016		\$46.02
47334	Sullivan, Zachary L	2016 - Sep 2016 - 2nd Council Sep 2016		\$129.29
47335	Therault, Guy R	2016 - Sep 2016 - 2nd Council Sep 2016		\$46.02
47336	Thompson, Robert L	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,748.21
47337	Trunkey, Christopher D	2016 - Sep 2016 - 2nd Council Sep 2016		\$714.70
47338	Wardrip, Nathaniel I	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,492.08
47339	Wells, Sandy R	2016 - Sep 2016 - 2nd Council Sep 2016		\$1,138.77
47340	American Family Life	2016 - Sep 2016 - 2nd Council Sep 2016		\$297.45
47341	AWC Benefit Trust	2016 - Sep 2016 - 2nd Council Sep 2016		\$34,615.38
47342	Deferred Comp Program	2016 - Sep 2016 - 2nd Council Sep 2016		\$105.00
47343	Dept of Labor & Industries	2016 - Sep 2016 - 2nd Council Sep 2016		\$2,268.05
47344	Dept of Retirement	2016 - Sep 2016 - 2nd Council Sep 2016		\$8,927.19
47345	Employment Security	2016 - Sep 2016 - 2nd Council Sep 2016		\$119.42
47346	ICMA Retirement Trust (Plan 302195)	2016 - Sep 2016 - 2nd Council Sep 2016		\$112.50
900666	City of Goldendale	2016 - Sep 2016 - 2nd Council Sep 2016		\$16,640.35
				\$108,176.12

AGENDA BILL: G1

AGENDA TITLE: CHANGE FOR PAYMENT FOR TIMBER HARVEST

DATE: OCTOBER 17, 2016

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

See Karl Enyeart's attached memo.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO MAKE AN EXCEPTION FOR TIMBER HARVEST PAYMENTS AND AUTHORIZE STAFF TO ISSUE PAYMENT TO MULRONY LOGGING LLC AFTER CHECKS ARE RECEIVED FROM KAPSTONE.

Memo

To: File
From: Karl Enyeart, PE, Public Works Director
CC: Larry Bellamy, City Administrator
Date: 10/17/2016
Re: Payment for logging timber for 2016 Watershed Timber Harvest

Mulrony Logging LLC is inquiring about a change for payment for timber harvest work. The cost for harvest is \$34/ton for pulp wood and our contract with Kapstone pays \$34/ton. Kapstone is paying the City directly because if they pay Mulrony Logging directly, Mulrony Logging will be listed as the first owner after the City and be required to pay the timber tax (not part of the \$34/ton harvest price). When Kapstone pays the City directly, Kapstone pays the timber tax.

Mulrony Logging LLC is asking if we can send a check immediately after the City deposits the check from Kapstone, so they don't have to wait the additional time for the payment to go through council. (They have been waiting about 5-8 weeks from harvest time to payment deposited for that work.) This change would reduce that time by 1-4 weeks. The checks written would be listed on the following council meeting consent agenda.

I have spoken with Toni Nelson with MRSC about this process. She stated that the council could make a simple motion making an exception for the handling of this particular payment (all checks received from Kapstone to be paid at 100% to Mulrony Logging LLC).

Mulrony Logging LLC was the low bid for harvest at \$34/ton. The only other bidder was at \$50.84/ton.

AGENDA BILL: G2

AGENDA TITLE: NOTICE OF AWARD FOR FIRE TRUCK
ACCESSORIES AND OUTFITTING

DATE: OCTOBER 17, 2016

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

See Karl Enyeart's attached memo.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

**I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE NOTICE OF AWARD TO
RANDCO TANKS IN THE AMOUNT OF \$78,405.80.**

Memo

To: File
From: Karl Enyeart, PE, Public Works Director
CC: Larry Bellamy, City Administrator
Date: 10/17/2016
Re: Fire Truck Accessories and Outfitting Notice of Award

One bid was received for the Fire Truck Accessories and Outfitting Bid. October 5, 2016 at 2:00 pm that bid was opened.

Randco Tanks of Kelso, WA bid \$78,405.80 for the base bid.

I recommend awarding the project to Randco Tanks for the proposed improvements.

NOTICE OF AWARD

TO: Randco Tanks
360-425-9100
2250 Talley Way
Kelso WA 98626

PROJECT Description: **FIRE TRUCK ACCESSORIES AND OUTFITTING**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated October 5, 2016 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:

\$78,405.80

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 17th day of October, 2016.

By: Michael A. Canon

Title: MAYOR OF GOLDENDALE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____ on this the _____ day of October , 2016 .

BY _____ TITLE _____

CALL FOR BIDS

CITY OF GOLDENDALE

FIRE TRUCK ACCESSORIES AND OUTFITTING

Sealed Proposals will be received by the undersigned at the City of Goldendale, 1103 South Columbus Avenue, Goldendale, Washington 98620, up to 2:00 p.m.; local time on Wednesday October 5, 2016 for complete outfitting and accessorizing fire truck as described below.

PARTIAL LIST OF IMPROVEMENTS ON A STEWART & STEVENS TRUCK TRACTOR (M1088A1):
2000 GALLON STAINLESS STEEL TANK, 475 GPM, 125 PSI PUMP, STAINLESS STEEL PLUMBING, HYDRANT FILL, CONTROLLED SPRAY VALVES, 100' ELECTRIC HOSE REEL, SUCTION LOADING, 6" REAR BUTTERFLY VALVE, FULL FENDERS W/COMARTMENTS, SANDBLAST CHASSIS & PAINT CHASSIS BLACK

OPTIONAL ACCESSORIES

Please list or attach all available optional accessories if requested options are not offered.

The Proposal shall list components separately with prices enabling the City to customize the system to be purchased. All proposals shall include all required data listed in the proposal package information. Please contact Noah Halm at 509-773-4240 for copies of those forms.

The Proposals will be publicly opened and read aloud shortly after the time and date stated above. Bid prices shall be good for 30 days after opening date.

Financing for this project has been provided by the City of Goldendale. The City of Goldendale expressly reserves the right to reject any or all Proposals and to waive minor irregularities, or informalities and to Award the bid to the lowest responsive bidder as it best serves the interests of the City.

(Signed) CONNIE BYERS
CITY CLERK

BID FORMS

Non Collusion Certification:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed Vendor has not divulged or discussed or compared his/her bid with other Vendors and has not colluded with any other Vendor or parties to bid whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials and/or services. Any such violation will result in the cancellation of any resultant contract and/or return of material as applicable:

Company Name: RATE INC DBA RANDCO TANKS

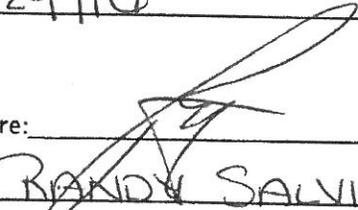
UBI number: 102 179 345

Mailing Address: P.O. Box 277

City, State Zip Code: KELSO, WA 98626

Phone: 360-425-9100

Date: 9/29/16

Authorized Signature: 

Printed Name: RANDY SALVIG

Title: PRESIDENT

Delivery:

The Vendor is responsible for delivering the equipment and demonstrating accurate and proper functionality by March 31, 2017. At the time of delivery the warranty (if included) and an operator's manual must be presented.

Warranty:

Indicate if the equipment proposed in your bid response includes a warranty. You must include a copy of the warranty in your bid response.

Yes

No

RANDCO TANKS WARRANTY

Randco Tanks warranty applies to the original end user, purchaser only, and is not transferable. Warranty of the tank will be free from defects for a period of five (5) years in workmanship, one (1) year in materials from the date of shipment. If the product proves defective during the warranty period, Randco Tanks, at its option, will:

- (1) Call immediately as we may be able to diagnose the issue over the phone.
- (2) Repair the product at a Randco Tanks facility.
- (3) Repair the product in one of the Randco Tanks partnership facility.
- (4) Repair the product by an accredited facility pre-approved by Randco Tanks.

* Randco Tanks reserves the right to charge for service in exceptional cases.

In the maintenance of the product, Randco Tanks may use new or equivalent to new parts, assemblies or products for equal or improved quality. All defective parts, assemblies, and products become the property of Randco Tanks.

We may require the return of parts, assemblies and products to a designated Randco Tanks Depot or the Randco Tanks representative from which the part, assembly, or product was originally purchased.

Under this warranty, the Customer must notify Randco Tanks or its authorized service representative of the defect before the expiration of the warranty period. RANDCO TANKS MAY REQUIRE THAT THE DEFECTIVE TANK BE RETURNED TO A DESIGNATED RANDCO TANKS DEPOT LOCATED IN LONGVIEW, WASHINGTON. Claims will be handled according to the current Randco Tanks procedure.

These warranties shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care. Randco Tanks shall not be obligated under these warranties:

- a) To repair damage resulting from attempts by personnel other than Randco Tanks representatives, including but not limited by the install, repair or service of the product, unless directed by a Randco Tanks representative,
- b) To repair damage, or malfunction of performance resulting from improper use or connection to incompatible equipment.
- c) To repair an item that has been modified or integrated with other products when the effect of such modification or integration increases the time or difficulty of servicing the product or degrades performance or reliability.
- d) To repair damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting the operating specifications.
- e) Installation of replacement items that are considered customer replaceable.

Customer References:

Please include 3 references from customers for proposed or similar equipment purchases.

1. Company Name: KALAMA FIRE DEPT.

Business Address: 382 NIE FRONTAGE RD. KALAMA, WA 98625

Name of Contact: VIC

Telephone Number of Contact: 360-957-1158

Description of Project: 3500 GALLON FIRE TENDER ON NEW KW CHASSIS

Date of Order: 12/23/15

2. Company Name: SKAMANIA FPD #3

Business Address: 962 SCHOOL HOUSE RD UNDERWOOD, WA 98681

Name of Contact: JIM BOAZ

Telephone Number of Contact: 509-493-2695

Description of Project: 3000 GALLON FIRE TENDER ON NEW KW CHASSIS

Date of Order: 11/2/15

3. Company Name: TROUT LAKE FIRE

Business Address: 30 WOOD RD. TROUT LAKE, WA 98650

Name of Contact: LARRY

Telephone Number of Contact: 509-395-2104

Description of Project: 4000 GALLON FIRE TENDER ON USED KW CHASSIS

Date of Order: 03/26/12

Bid submittal:

BASE BID		
Item #	Description	Price
1	Base Bid including all listed options	\$72,435.63
2	Delivery Charge to City Fire Hall	\$ 500.00
3	Warranty (2-year desired) Note length: <u> </u> Years	\$ 0
	Subtotal	72,935.63
	7.5% sales tax	5,470.17
	Total	78,405.80

NOTE: THIS SECTION NOT REQUIRED FOR RESPONSIVE BID

INDIVIDUAL

Item #	Description	Price
1	TANK	\$
2	PUMP	\$
3	PLUMBING	\$
4	HYDRANT FILL	\$
5	VALVES	\$
6	HOSE REEL	\$
7	SUCTION LOADING	\$
8	DUMPVAVE	\$
9	LIGHTING & ELECTRONICS	\$
10	FENDERS & COMPARTEMNTS	\$
11	PAINTING	\$
	Description of similar features	
12		\$
13		\$
14		\$
	Subtotal	
	7.5% sales tax	
	Total	

GENERAL PROVISIONS

See attached truck specs and photos

TANK:

- *10' LONG 2000 GALLON STAINLESS STEEL OLIPTICAL DESIGN 54"H x 94"W
- *100% WELD INSIDE & OUT
- *3/16" SKINS W/ 3/16 BAFFLES
- *NFPA BAFFLING
- *MANWAY WITH LID
- *SELF VENTING SYSTEM
- *RUBBER SLATS BETWEEN TANK, SUBFRAME & CHASSIS
- *REAR ANTI SKID LADDER
- *FRONT & REAR SITE GAUGES
- *1/4" STEEL SUBFRAME W/ DOUBLE BOTTOM W/ 3/16" STAINLESS
- *DISHED HEADS FRONT & REAR
- *4" 4-CORNER SPRING LOADED TIE DOWN ASSEMBLY

PUMP:

- *GAS POWERED, ELECTRIC START FIRE RATED PUMP. 475 GPM, 125 PSI, OUTSIDE CONTROL PANNEL W/START & STOP,
- *CHOKE AND THROTTLE CONTROL

PLUMBING:

- *STAINLESS STEEL PLUMBING
- *SELF-LOADING PLUMBING
- *DISCHARGE PLUMBING
- *SIZED TO THE PUMP SPECIFICATIONS

HYDRANT FILL:

- *2½ REAR DIRECT FILL W/QUARTER TURN VALVE & NST CONNECTION

VALVES:

- *5 CAB CONTROLLED SPRAY VALVES (2-FRONT, 2-REAR, 1-DRIVER SIDE) WITH STAINLESS STEEL PLUMBING
- *AIR SWITCH FROM THE OPPEATORS POSITION
- *3-2½, 3-1½ QUARTER TURN DISCHARGE VALVES WITH NST FITTINGS
- *AND CAPS 1 EA. ON THE REAR, 1 EA. ON THE LEFT & RIGHT SIDES, MIDSHIP OF THE APPARATUS
- *1-TANK TO PUMP VALVE, 1-PUMP TO TANK VALVE, 1-SUCTION CONNECTION VALVE

HOSE REEL:

- *1"x100' ELECTRIC HOSE REEL
- *HOSE & NOZZLE
- *QUARTER TURN SUPPLY VALVE
- *STAINLESS PLUMBING

SUCTION LOADING:

- *STAINLESS STEEL PLUMBING W/TANK TO PUMP VALVE, PUMP TO TANK VALVE
- *SUCTION CONNECTION VALVE W/NST FITTING CONNECTION
- *2-10'x3" SUCTION HOSES W/NST CONNECTION FITTINGS & FOOT VALVE

DUMPVAVE

- *6" rear butterfly valve with FMPT

LIGHTING & ELECTRONICS:

- *DOT LIGHTING
- *10 POINT PERIMETER LED EMERGENCY LIGHTING
- *SIDE & REAR LED SCENE LIGHTING (6 TOTAL WITH BRUSH GUARDS)
- *2-REAR BEACON LIGHTS (WHELEN L31 SERIES) 1 AMBER, 1 RED
- *FEDERAL PA 300 ELECTRONIC SIREN W/ 100 WATT SPEAKER
- *BACK UP ALARAM
- *6 UNDERBODY GROUND LIGHTS
(2 UNDER ENTRY STEPS, 2 MIDSHIP, 2 REAR)
- *LED water Level indicators rear of tank and on the cab conceal
- *Auto eject electric and air with battery charger

FENDERS & COMPARTEMNTS:

- *FULL FENDERS W/COMARTMENTS & ALUMINUM DIAMOND PLATE DOORS
W/AIRSTRUTS & LOCKABLE LATCHES.
- *MUD FLAPS FRONT AND REAR OF TIRES
- *1-24x24x24 STEEL COMPARTMENT W/ALUMINUM DIAMOND PLATE DOOR
W/LOCKABLE LATCH

PAINTING:

- *SANDBLAST CHASSIS & PAINT CHASSIS BLACK
- *PAINT CAB RED

AGENDA BILL: G3

AGENDA TITLE: AMENDMENT OF CABLEVISION HEAD END
LEASE AGREEMENT

DATE: OCTOBER, 17, 2016

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION:

The purpose of the amendment to the head end lease agreement (attached) is to add language to the paragraph titled "rental price" a provision to establish late penalty interest. This provision is similar to the provision in the franchise fee agreement under section 11(d).

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE AMENDMENT OF THE CABLE HEAD END LEASE AGREEMENT BETWEEN J & N CABLE SYSTEMS INC. AND THE CITY OF GOLDENDALE.

AMENDMENT OF CABLEVISION HEAD END LEASE AGREEMENT

WHEREAS, City of Goldendale, a municipal corporation of the State of Washington, as ("Lessor"), and J & N Cable Systems, Inc. ("Lessee"), entered into a Cablevision Head End Lease Agreement (the "Lease") dated July 25, 2012, for the following described property situated in Klickitat County, State of Washington:

A parcel of land in the Northwest Quarter of Section 16, T4N, R16E, WM described as follows:

Commencing at the Northwest corner of said Section 16, thence South 0 degree, 24 minutes, 05 seconds, West 1601.33 feet along the West line thereof; thence South 89 degrees, 35 minutes, 55 second, East 761.10 feet to the true point of beginning; thence North 53 degrees, 34 minutes, 20 seconds, East 295.00 feet; thence South 36 degrees, 25 minutes, 40 seconds, East 165 feet; thence South 53 degrees, 34 minutes, 20 seconds, West 295.00 feet; thence North 36 degrees 225 minutes 40 seconds West 165.00 feet; to the true Point of Beginning, 1 acre more or less.

WHEREAS, Lessor and Lessee desire to amend said Lease to add a term that authorizes and allows the Lessor to charge Lessee a fee in the event the Lessee fails to make payments within the time requirements of the Lease.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, Lessor and Lessee do hereby agree that the Lease referred to above is hereby amended as follows:

1. The following language is hereby added to the "Rental Price" provision of the Lease:

If Lessor does not receive any rent payment within thirty (30) days after it becomes due, the rental payment shall be subject to interest at the rate of twelve percent (12%) per annum. Lessor is not required to provide Lessee with notice of Lessee's failure to timely make a payment under the Lease prior to charging Lessee a late fee.

2. Except as amended herein, said Lease referred to above is hereby confirmed and ratified in all respects.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. PLEASE PROCEED TO THE FOLLOWING PAGES FOR SIGNATURES AND ACKNOWLEDGMENTS.]

CABLEVISION HEAD END LEASE AGREEMENT

THIS LEASE made and entered into the date of execution hereof by the parties, by and between THE CITY OF GOLDENDALE, a Municipal Corporation of the State of Washington, hereinafter referred to as "Lessor", and J & N CABLE SYSTEMS, INC., a Washington State corporation hereinafter referred to as "Lessee".

WITNESSETH:

SUBJECT PROPERTY: Lessor, in consideration of the covenants and promises hereinafter contained, hereby leases and demises unto Lessee, upon the terms and conditions hereinafter set forth, the following described real property, including all improvements thereon, situated in Klickitat County, State of Washington, to wit:

A parcel of land in the Northwest Quarter of Section 16, T4N, R16E, WM described as follows:

Commencing at the Northwest corner of said Section 16, thence South 0 degree, 24 minutes, 05 seconds, West 1601.33 feet along the West line thereof; thence South 89 degrees, 35 minutes, 55 second, East 761.10 feet to the true point of beginning; thence North 53 degrees, 34 minutes, 20 seconds, East 295.00 feet; thence South 36 degrees, 25 minutes, 40 seconds, East 165 feet; thence South 53 degrees, 34 minutes, 20 seconds, West 295.00 feet; thence North 36 degrees 225 minutes 40 seconds West 165.00 feet; to the true Point of Beginning, 1 acre more or less.

Said property is herein referred to as the "premises."

TERM: The initial term of this lease shall be from the date hereof through July 31, 2017. Thereafter, this lease may renew for an additional two consecutive terms of (5) years each upon the same terms and conditions as contained herein, subject to a review of the lease rental terms in effect at the time of renewal. Should the tenant desire to terminate this lease the Lessee shall give Lessor written notice of their intention to terminate not later than 90 days prior to the end of the then current term. The lessee's lease renewal is subject to the review and approval of the Lessor.

RENTAL PRICE: Lessee shall pay to Lessor the sum of \$900.00 per year commencing August 1, 2012. Payments are due on the first day of August of each year for the term of the lease.

USE OF PREMISES Lessee may make use of the premises for the purpose of the conduct of its business, and any activity which is now, or may hereafter become, reasonably related to the furtherance of its enterprises, including the placement of improved facilities thereon, whether or not owned by Lessee, pledged, or encumbered to a third person. Lessee shall not use the premises for lodging, sleeping or any purpose declared unlawful by any law.

MAINTENANCE AND UPKEEP Lessee shall keep the premises in a clean and orderly condition, consistent with their uses. Lessee shall maintain the premises in a good state of repair at its own expense. In the event Lessee fails to maintain the premises in a good state of repair, Lessor may demand in writing that Lessee make such repairs or maintenance as Lessor deems necessary. In the event Lessee does not make such repairs or maintenance within thirty (30) days of written demand, Lessor may, at its sole discretion, enter the premises without notice, repair or maintain the same, and immediately demand payment for the expenses incurred in repairs or maintenance. In the event Lessee fails to maintain or repair the premises to the satisfaction of Lessor within (30) days of demand by Lessor, or fails to tender payment for repairs or maintenance by Lessor within ten (10) days of demand from Lessor, then these events constitute an item default under this lease.

ACCEPTANCE OF PREMISES Lessee acknowledges that it has fully inspected the premises, and accepts the same in their present condition. Lessee expressly acknowledges that it accepts the premises "AS IS" and that no warranties, either express or implied, shall apply to the premises.

INDEMNITY Lessee shall defend, indemnify and hold Lessor harmless from any and all costs, claims or liability arising from (1) Lessee's use of the premises; (2) the conduct of Lessee's business operations or anything else done or permitted by Lessee to be done in or about the premises; (3) any breach or default in the performance of Lessee's obligations under this lease; (4) any misrepresentation or breach of warranty by Lessee under this lease; or (5) other acts or omissions of Lessee. Lessee shall defend Lessor against any such costs, claims or liability at Lessee's expense with counsel reasonably acceptable to Lessor or, at Lessor's election, Lessee shall reimburse Lessor for any legal fees or costs incurred by Lessor in connection with any such claim. THE FOLLOWING WAIVER HAS BEEN SPECIFICALLY NEGOTIATED BY THE PARTIES: LESSEE SPECIFICALLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51, REVISED CODE OF WASHINGTON. FURTHER, THE INDEMNIFICATION OBLIGATIONS OF LESSEE TO LESSOR SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER THE WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER BENEFITS ACTS: PROVIDED THAT THE LESSEE'S WAIVER OF IMMUNITY BY THIS PROVISION SHALL EXTEND ONLY TO CLAIMS AGAINST THE LESSOR BY THE LESSEE AND SHALL NOT INCLUDE OR EXTEND TO ANY CLAIMS BY LESSEE'S EMPLOYEES DIRECTLY AGAINST LESSEE.

INSURANCE Lessee shall acquire and maintain liability insurance from companies suitable to the City in an aggregate amount of \$1,000,000.00, or more, per loss, damage, or injuries while on or near the property. The City of Goldendale shall be named as an additional insured under said policy and shall receive a certificate of insurance of said policy on the anniversary of each policy period.

WAIVER OF SUBROGATION Lessor and Lessee do hereby release and discharge each other from and against all liability for loss or damage caused by any of the perils covered by insurance policies which are in force and effect at the time of any such loss or damage, even though such loss or damage may be due to the negligence, act, or neglect of Lessor or Lessee, or agents or employees of either party. It is expressly understood and agreed that it is the intention hereof to constitute a waiver and release of any and all subrogation rights which the insurance companies might have under such insurance policies.

INSOLVENCY: Lessee will not cause or give cause for the institution of legal proceedings seeking to have Lessee adjudicated bankrupt or reorganized under the bankruptcy laws of the United States, and will not cause or give cause for the appointment of a trustee or receiver of Lessee's assets, and will not make an assignment for the benefit of creditors, or be adjudicated insolvent.

CONDEMNATION: If the whole or any substantial part of the premises ("substantial" being defined as reasonably preventing or unreasonably interfering with the conduct of Lessee's activities) be taken or condemned by the competent authority, this lease shall terminate upon the date when possession of the premises so taken shall be acquired by such authority, and the rent shall be prorated as of the date of such termination. If less than a substantial part of the premises be taken or condemned by any competent authority, the rent shall be abated, proportionately in the same ratio that the part of the premises taken or condemned bears to the whole premises, from the date when possession of that part of the premises so taken shall be acquired by such authority. Lessor shall be entitled to the full amount of any condemnation award for the leased premises, and Lessee hereby expressly waives any right or claim against Lessor as a result of such taking or condemnation. Lessee shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's activities by reason of the condemnation and on account of any cost or loss which lessee might sustain.

ALTERATIONS: Lessee shall not make any material alterations of the demised premises without the prior written consent of the Lessor. In the event material alterations are performed without the express written consent of Lessor, then this shall constitute a default and Lessee shall be responsible for the expenses and costs incurred in restoring the premises to their former condition.

TAXES: Lessee shall pay any and all taxes when due including leasehold excise taxes before delinquency, which accrue during the term of this lease. In the event the taxes are not paid when mature and before delinquency, this shall constitute an item of default.

REMOVAL OF PROPERTY: If Lessee shall fail to remove any of its property of any nature whatsoever from the leased premises or the building at the termination of this lease or when Lessor has the right of re-entry, Lessor may, at his option, remove

and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Lessee. In the event that Lessee shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days more, Lessor, at its option, may sell or permit to be sold any or all of such property at public or private sale, in such manner and at such times and places as Lessor in its sole discretion may deem proper, without notice to Lessee, unless required by law, and shall apply the proceeds to such sale first to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs for charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Lessor from Lessee under any the terms hereof; and fourth, the balance, if any, to Lessee.

Lessee shall not remove any fixture from the demised premises without prior written consent of the Lessor. The term, "fixture" as used herein shall be determined by the law of the State of Washington.

NON-WAIVER: Neither the acceptance of rent nor any other act or omission of Lessor at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition thereof, or to deprive Lessor of his right to cancel or forfeit this Lease, upon the notice required by law, at any time that cause for cancellation or forfeiture may exist, or be construed so as to at any future time estop Lessor from promptly exercising any other option right or remedy that he may have under any term or provision of this Lease.

UTILITY SERVICES: Lessee shall pay, in a prompt and timely manner, before delinquency, all costs, charges and expenses related to the Lessee's use of water, sewer, and electrical facilities. The maintenance, upkeep and repair of the fixtures within the building, to which the foregoing utilities are enjoyed or dispensed, shall be at the cost and expense of the Lessee.

COSTS AND ATTORNEY'S FEES: In the event of any dispute of any kind or nature whatsoever arising out of this Lease, or as a consequence of the relationship of the parties hereby established, there shall be granted to the prevailing party compensation against the party not prevailing, in an amount equal to the actual costs reasonably incurred by the prevailing party resolving such dispute, including the costs of experts and attorney's fees, and other related expenses incurred by such prevailing party, which constitute an obligation of the party not prevailing, and may be recovered as any other debt, or in the event of litigation, shall be added as a part of any judgment entered therein.

ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties. Lessor, or Lessor's agents, have made no representations or promises with respect to the said building or demised premises, except as herein expressly set forth. The taking possession of the demised premises by Lessee shall be conclusive evidence as against Lessee that Lessee accepts the same "as is" and that said

premises and the building of which said same form a part were in good and satisfactory condition at the time such possession was to be taken.

NOTICES: All notices or communications which Lessor may desire or be required to give to Lessee shall be deemed sufficiently given or rendered if in writing and delivered to Lessee or sent by registered or certified mail addressed to Lessee at demised premises, and the time of rendition thereof or the giving of such notice or communication shall be deemed to be the time when the same is delivered to Lessee or deposited in the mail as herein provided. Any notice by Lessee to Lessor, at the address where the last previous rent hereunder was payable or in the case of subsequent change upon notice given, to the latest address furnished.

DEFAULT: Full and prompt performance by Lessee of all terms and conditions of this lease is hereby made the essence of this lease. If Lessee should be in default in any of the same and such default shall have continued for ten (10) days in the case of nonpayment of rent or other sums due from Lessee and for thirty (30) days in the case of any other default after written notice by Lessor to Lessee setting forth the particular default claimed, or if Lessee's leasehold estate shall be taken on execution, or if Lessee shall be declared bankrupt or insolvent according to law, or if Lessee shall make an assignment for the benefit of creditors, or if a receiver shall be appointed for Lessee and continue in office thirty (30) days after discharge, then in any such event this lease shall, at the option of Lessor, be forfeited. In such event, Lessor may lawfully enter into and upon said premises or any part thereof, repossess the same, and expel Lessee and those claiming under and through Lessee and remove their effects, forcibly in necessary, without prejudice to any remedies which might otherwise be used by Lessor for the collection of rent or for any breach by Lessee of the covenants herein contained. It is further agreed that after service of notice as above set forth, an additional condition to avoid forfeiture shall be payment by Lessee of Lessor's costs and expenses, including attorneys' fees, for the preparation and service of such notice. Nothing contained herein shall release or diminish Lessee's obligation to pay rent for the full term of this lease, except the net amount of rent Lessor receives from any subsequent tenant during the term hereof. As an additional and not alternative remedy, optional with Lessor, if Lessee should be in default hereunder other than a default in the payment of rent, Lessor may cure or correct the same; and the cost of such action by Lessor shall immediately be due and payable from Lessee, plus interest on said sum at the rate of twelve percent (12%) per annum until paid; and nonpayment of said sum by Lessee shall be adequate grounds for Lessor to invoke the other provisions of this paragraph.

LIENS AND WASTE: Lessee shall not cause or permit any liens of any nature to be placed against the premises except liens placed thereon by Lessor, and Lessee shall save Lessor harmless from and on account of all liens and all expenses and indebtedness connected therewith, except those relating to liens placed thereon by Lessor. Lessee shall not commit or permit any waste or nuisance upon the premises.

RISK OF LOSS: All property of any kind on the premises shall be at their risk of Lessee, and the Lessor shall not be liable, and Lessee waives all claims for any loss,

damage, or injury either to persons or property sustained by Lessee or any other person upon or about the premises, or due to the structures or any improvements upon the premises or the adjoining premises or any part thereof, becoming out of repair or arising from the overflow of water or the freezing, bursting, or leakage of water, gas, heating or steam pipes, or due to any act, omission, or neglect of Lessor or lessee, or any of their agents or employees, or any other person upon or about the premises, or any other cause of any nature whatsoever. No eviction from the premises shall be claimed by Lessee by reason of the happening of any or all of the foregoing. Without limiting the generality of the foregoing, Lessee shall be solely responsible for theft or other similar loss of fixtures, equipment, or other property leased herein and any other property of Lessee.

INGRESS AND EGRESS: Lessor reserves the right of ingress and egress to and from the leased premises for the purpose of inspecting the same at all reasonable times and for making such repairs as Lessor is obligated to make under the terms of this lease.

ASSIGNMENT AND SUBLETTING Subject to the foregoing provisions relating to assignment and subletting Lessee shall not assign this lease or sublet the premises herein, or any portion thereof, without first obtaining the written consent of Lessor; nor shall there be any transfer or assignment of this lease from Lessee by operation of law, either voluntarily or involuntarily or by dissolution, consolidation, or merger of Lessee. Consent to such assignment or subletting shall not operate to relieve Lessee of any of its covenants and obligations under this lease or relieve Lessee or its successor in interest from the necessity of obtaining like consent for any subsequent assignment or subletting.

IN WITNESS WHEREOF, Lessor and Lessee have caused the within and foregoing lease to be executed by their duly authorized officers at the time hereinafter as set forth, according to the respective notary jurants.

THE CITY OF GOLDENDALE

BY: [Signature]
Mayor, Clint Baze

ATTEST: [Signature]
Clerk-Treasurer, Connie Byers

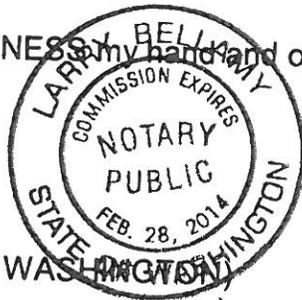
J & N. CABLE SYSTEMS
By its: President

[Signature]
John Kusky

STATE OF WASHINGTON)
County of _____) ss
_____)

On this 25th day of July, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Kusky, to me known to be the President of J & N. Cable Systems, Inc., a Washington Corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

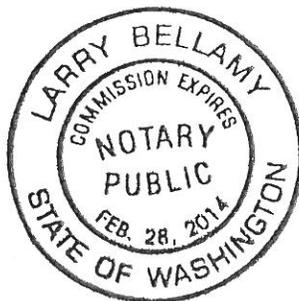


[Signature]
Notary Public in and for the State of Washington, residing at Goldendale
My commission expires: 2/28/14

STATE OF WASHINGTON)
County of Klickitat) ss
_____)

On this 25th day of July, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Clint Baze and Connie Byers to me known to be the Mayor and Clerk/Treasurer, respectively, of the City of Goldendale.

WITNESS my hand and official seal hereto affixed the day and year first above written.



[Signature]
Notary Public in and for the State of Washington, residing at Goldendale
My commission expires: 2/28/14

AGENDA BILL: G4

AGENDA TITLE: ASSIGNMENT OF CABLEVISION HEAD END
LEASE AGREEMENT

DATE: OCTOBER 17, 2016

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

The next document for signature is the assignment of the cable vision head end lease agreement. The term of the lease will continue through July 31, 2017, at which time the terms and conditions will be reviewed for another five year term.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE ASSIGNMENT OF THE CABLE HEAD END LEASE AGREEMENT FROM J & N CABLE SYSTEMS INC. TO HOME TELEPHONE COMPANY.

ASSIGNMENT OF CABLEVISION HEAD END LEASE AGREEMENT

WHEREAS, CITY OF GOLDENDALE, a municipal corporation of the State of Washington, as (“Lessor”), and J & N Cable Systems, Inc. (“Assignor”), entered into a Cablevision Head End Lease Agreement (the “Lease”) dated July 25, 2012, for the following described property situated in Klickitat County, State of Washington:

A parcel of land in the Northwest Quarter of Section 16, T4N, R16E, WM described as follows:

Commencing at the Northwest corner of said Section 16, thence South 0 degree, 24 minutes, 05 seconds, West 1601.33 feet along the West line thereof; thence South 89 degrees, 35 minutes, 55 second, East 761.10 feet to the true point of beginning; thence North 53 degrees, 34 minutes, 20 seconds, East 295.00 feet; thence South 36 degrees, 25 minutes, 40 seconds, East 165 feet; thence South 53 degrees, 34 minutes, 20 seconds, West 295.00 feet; thence North 36 degrees 225 minutes 40 seconds West 165.00 feet; to the true Point of Beginning, 1 acre more or less.

WHEREAS, the term of the Lease runs through July 31, 2017; and

WHEREAS, on October 17, 2016 the Lessor and Assignor entered into a Amendment to the Cablevision Head End Lease Agreement (the “Amendment”); and

WHEREAS, Assignor has entered into an agreement entitled Agreement to Sell and Purchase (Asset Purchase) dated as of September 27, 2016, providing for the sale of the Assignor’s cable television system serving Goldendale, Washington; and

WHEREAS, Assignor desires to assign its right title and interest in the Head End Lease Agreement and the Amendment to Home Telephone Company (“Assignee”).

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, Assignor and Assignee do hereby agree that the Lease and the Amendment referred to above are hereby assigned to Assignee.

1. Assignee accepts and agrees to be bound by all the terms of the Lease and the Amendment.
2. Assignee agrees to fully perform all duties and obligations of Assignor under the Lease and the Amendment.
3. Assignor acknowledges that pursuant to the “Assignment and Subletting” provision of the Lease, the assignment of the Lease and the Amendment does not relieve it of any covenant or obligation under the Lease or the Amendment.

AGENDA BILL: H1

AGENDA TITLE: J & N CABLE FRANCHISE TRANSER

DATE: OCTOBER 17, 2016

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X
RESOLUTION X OTHER _____
MOTION X

EXPLANATION:

The attached resolution describes the city's consent to the transfer of rights under franchise from J & N Cable Systems Inc. to Home Telephone Company.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE RESOLUTION NO. 661 CONSENTING THE TRANSFER OF RIGHTS UNDER FRANCHISE FROM J & N CABLE SYSTEMS INC. TO HOME TELEPHONE COMPANY.

**CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON**

RESOLUTION NO. 661

**IN THE MATTER OF THE CITY COUNCIL OF THE CITY OF GOLDENDALE,
WASHINGTON, CONSENTING TO FCC FORM 394 SUBMITTED BY J&N CABLE
SYSTEMS, INC. AND CONSENTING TO TRANSFER OF RIGHTS UNDER
FRANCHISE**

WHEREAS, J & N Cable Systems, Inc. (the "Franchisee") owns, operates and maintains a cable television system (the "System") within the City of Goldendale, Washington (the "Franchising Authority" or "City") pursuant to that certain franchise (the "Franchise"), dated as of July 25, 2012, and effective August 1, 2012, on file with the City Clerk; and

WHEREAS, the Franchisee and Home Telephone Company, an Oregon corporation authorized to do business in the state of Washington (the "Buyer"), have entered into an asset purchase agreement, whereby the Buyer, subject to certain closing conditions, including the execution of this Resolution by the Franchising Authority, will acquire certain assets of the Franchisee (the "Transaction"); and

WHEREAS, the Franchisee has provided the Franchising Authority with Federal Communications Commission Form 394 and other information (collectively, the "Application"); and

WHEREAS, the Franchising Authority has reviewed the Application submitted by the Franchisee; and

WHEREAS, the Buyer has filed in the office of the City Clerk an instrument duly executed by the Buyer reciting the facts of the sale and assignment by Franchisee and Buyer and the acceptance by Buyer of the terms of the Franchise and agreeing to perform all the conditions thereof; and

WHEREAS, Buyer has also filed with the City Clerk a certificate from the State of Washington certifying that Buyer is qualified to do business in the state of Washington; and

WHEREAS, Buyer has furnished to the City policies of insurance or certificates of the same as required by the Franchise.

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

Section 1. The City Council hereby consents to and approves the Application.

Section 2. City Council hereby approves the transfer and assignment by Franchisee to Buyer of the System and the rights under this Franchise.

Section 3. This consent to and approval of the Application and transfer and assignment shall be effective immediately.

Section 4. The Franchising Authority hereby acknowledges and confirms that: (a) the Franchise is in full force and effect; (b) all material obligations of the Buyer, as successor in interest to Franchisee, with respect to the operation of the System are set forth in the Franchise, and the Franchisee has made no material commitments to the Franchising Authority that would obligate the Buyer to owe any material obligation to the Franchising Authority other than those specifically stated in the Franchise, subject to the applicable provisions of federal, state and local law; and (c) the Franchisee is in compliance in all material respects with the terms and conditions of the Franchise.

Section 5. Subject to the Buyer performing its obligations under the Franchise in accordance with the terms therein, the Franchise will not expire until August 1, 2027.

READ, APPROVED AND PASSED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE, this 17th day of October, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF GOLDENDALE

ORDINANCE NO. 1416

AN ORDINANCE GRANTING A FRANCHISE TO J & N CABLE SYSTEMS, INC., IT'S SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF GOLDENDALE, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE PROVIDING FOR CITY REGULATION AND USE OF THE CABLE TELEVISION SYSTEM.

WHEREAS, J & N Cable Systems, Inc. is the present holder of a nonexclusive franchise for the operation of its cable television system and for providing cable television services to subscribers in the Goldendale area; and

WHEREAS, J & N Cable Systems, Inc. desires to renew the franchise agreement with the City for a period of 15 years; and

WHEREAS, it is in the best interest of the City of Goldendale to repeal Ordinance #1180, NOW THEREFORE,

THE CITY COUNCIL OF GOLDENDALE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section I. DEFINITIONS

For the purpose of this ordinance the following terms, phrases, words, abbreviations, and their derivations, shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- (a) "City" shall mean the City of Goldendale.
- (b) "Council" shall mean the governing body of the City.
- (c) "Company" shall mean the Company of rights under this ordinance.
- (d) "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind.
- (e) "Franchise area" shall mean that area within the corporate limits of the City.
- (f) "Street" shall mean the surface of and the space above and below

any public street, right of way, road, highway, freeway, bridge, lane, path, alley, court, sidewalk, parkway, drive, and communications or utility easement, now or hereafter existing as such within the franchise area.

- (g) "Property of company: shall mean all property owned, installed or used by the Company in the conduct of a CATV business in the City.
- (h) "CATV" shall mean a cable television system as hereinafter defined.
- (i) "Cable Television System" shall mean a system composed of, without limitations, antenna, cables, wires, lines, towers, wave guides, or any other conductors, equipment or facilities, designed, constructed or wired for the purpose of producing, receiving, applying and distributing by coaxial cable, fiber optic and cable audio and/or visual radio, television, electronic or electrical signals to and from persons, subscribers and locations in the franchise area.
- (j) "Basic CATV Service" shall mean the distribution of broadcast television signals by the Company.
- (k) "Subscriber" shall mean persons, firms and corporations, advertising through the facilities of such Company as well as the actual customers receiving such Company's service.
- (l) "Gross Revenues" shall mean any and all revenues, compensation and other consideration received by the Company, from all cable services.

Section II GRANT OF AUTHORITY.

Whereas the City has approved the legal, character, financial, technical and other qualifications of the Company and the adequacy and feasibility of the Company's construction arrangements, there is hereby granted by the City to the Company the right and privilege to engage in the business of operating and providing a CATV system in the City, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any public street, public way and public place, now laid out or dedicated and all extensions thereof and additions thereto in the franchise area such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the CATV system; and in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons, firms or corporations including but not limited to any public utility or other Company franchised or permitted to do business in the City; and revoking and repealing, effective July 31, 2012 any and all prior such City franchises held by the Company, including but not limited to Ordinances # 722, 940, 958 and #1180

Section III NON-EXCLUSIVE GRANT.

The right to use and occupy streets and other public ways for the purpose herein set forth, shall not be exclusive, and the City reserves the right to grant a similar use in said street to any other person.

Section IV TERM OF FRANCHISE

The franchise and rights herein shall be effective August 1, 2012 and shall continue in force and effect for a term of fifteen (15) years conditioned upon filing of acceptance by the Company.

Section V CONDITIONS OF STREET OCCUPANCY

(a) All transmission and distribution structures, lines, and equipment erected by the Company within the franchise area shall be so located as to cause minimum interference with the proper use of streets, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said street or other public ways and places. The CATV system shall be constructed and operated in compliance with all City, State and National construction and electrical codes and shall be kept current with new codes. The Company shall install and maintain its wires, cables, fixtures and other equipment in such manner that they will not interfere with any installations of the City or of a public utility serving the City.

(b) In case of disturbance of any street, public way, or paved area, the Company shall, at its own cost and expense and in a manner approved by the City, replace and restore such street, public way or paved area in as good a condition as before the work involving such disturbance was done.

(c) If at any time during the period of this franchise the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley, or other public way, the Company, upon reasonable notice by the City, shall remove, relay, and relocate its poles, wires, cables, underground conduits and manholes, and other fixtures at its own expense.

(d) Any poles or other fixtures placed in any public way by the Company shall be placed in such manner as not to interfere with the usual travel on such public way.

(e) The Company shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

(f) The Company shall have the authority to trim trees upon and overhanging streets and public ways and places of the franchise area so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the expense of the Company.

(g) The Company shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from the street or other public place, any property of the Company when required by the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other type of structures or improvements by public agencies.

(h) The City shall have the right to make additional use, for any public or municipal purpose, of any poles of conduits controlled or maintained exclusively by or for the Company in any street, provided such use by City does not interfere with the use by Company. The City shall indemnify and hold harmless the Company against and from any and all claims, demands, causes or actions, actions, suits, proceedings, damages, costs or liabilities of every kind and nature whatsoever arising out of such use of Company's poles or conduits.

Section VI SAFETY REQUIREMENTS

(a) The Company shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(b) All structures and all lines, equipment and connections in, over, under, and upon the streets, sidewalks, alleys and public ways or places of the franchise area, wherever situated or located, shall at all times be kept and maintained in a safe, suitable condition, and in good repair.

Section VII REQUIREMENTS FOR SERVICES

(a) The Company, whenever it shall receive a request for service from at least ten (10) subscribers within 1500 cable feet of its trunk cable, shall extend its system to such subscribers at no cost to the subscribers for system extension other than the usual connection fees for all subscribers, provided that such extension is technically and physically feasible. The 1500 feet shall be measured in extension length of Company's cable required for service located within the public way or easement and shall not include length of necessary service drop to the subscribers' home or premises.

(b) No person, firm or corporation in the Company's service area shall be arbitrarily refused service. However, in recognition of the capital costs involved, for unusual circumstances, such as requirement for underground cable, or more than 200 feet of distance from distribution cable to connection of service to

subscribers, or a density of less than ten (10) subscribers per 1500 feet of cable system, in order to prevent inequitable burdens on potential cable subscribers in more densely populated areas, service may be made available on the basis of cost of materials, labor and easements.

(c) In the event additional adjacent territory is incorporated within the City's limits, by annexation or otherwise, Company's rights and duties under this Ordinance shall be deemed to include such additional territory.

(d) For cable system extension in areas in which utility services are, by reason of City ordinance or developer preference, placed underground, the Company may, at the option of the Company extend energized or unenergized cable, or conduit, to all new residential developments as they are constructed. Costs of trenching and conduit required to bring cable television service to the development, shall be borne by the developer and/or landowner. All installations and construction by developer and/or landowner shall be done to the specification of the Company.

Section VIII OPERATIONAL STANDARDS

The Company shall operate and maintain its cable television system in full compliance with the standards set forth by the Federal Communications Commission.

Section IX LOCAL OFFICE; COMPLAINTS

The Company shall maintain a local business office or agent which subscribers may telephone during regular business hours without incurring added message or toll charges, so that complaints regarding cable television operations may be promptly reported to the Company. Should a subscriber have an unresolved complaint regarding television operations, the subscriber shall be entitled to file his complaint with the City Clerk, who has the responsibility to maintain records of such unresolved complaints for review by the City Council. The Company shall give written notice to each subscriber, at the time of initial subscription to the service of the Company, of the procedures for reporting and resolving such complaints. At the acceptance of this franchise, notice of the procedures for reporting and resolving complaints shall also be mailed to existing subscribers with their first regular billing following effective date of this ordinance.

Section X PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED

The Company shall not as to rates, charges, service facilities, rules, regulations or in any other respect make or grant any preference or advantage to any person or subject any person to any prejudice or disadvantage, provided that nothing in this franchise shall be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within such classification should be entitled, and provided further that connection and service charges may be waived or modified during promotional campaigns of Company.

Section XI FRANCHISE PAYMENTS

(a) The Company shall pay to the City a franchise fee in an amount equal to four percent (4%) of gross revenues derived from the operation of the CATV to provide Cable television subscription services within the corporate limits of the City, Said payments shall be made quarterly beginning the 10th day of October, 2012, for the immediate preceding (3) months, and thereafter on the 10th day of each January, April, and July during the term of this franchise. In computing such gross revenue, charges made and paid for the installation of connection work to subscribers shall be included.

(b) This section shall not be construed as to exempt the Company from any lawful taxation upon its property or franchise, or from any licenses, charges or impositions thereon, not levied on account of the use contemplated by this franchise, and the franchise granted herein shall be taken and deemed as property of the Company.

(c) The Company shall keep and maintain complete and accurate books and records of all of its income and property values. The City Council or its authorized agents shall have the right to inspect such books and records of the Company at reasonable times for the purpose of ascertaining accurately what the actual gross receipts of the Company may be per annum.

(d) Late payments for any franchise fees due pursuant to this Franchise shall be subject to interest at the then-current rate set forth in RCW 19.52.020, which as of the date of execution of this Franchise is twelve percent (12%) per annum from the date that such payment is due.

Section XII. FEE SETTING

All of Company's rates and charges related to Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, state and local laws. Company shall notify both the City and its customers of any changes to its rates in conformance with federal law.

Section XIII RECEPTION QUALITY AND FREE "OFF AIR BROADCASTING SIGNALS"

(a) At all times during the term of this franchise, Company shall promptly and without discrimination furnish to the City and its successors, persons and corporations inhabitant therein who request the same and agree to abide by Company's reasonable rules and regulations, television reception commensurate with that which is reasonably available under any obtainable coaxial cable system.

(b) Company will provide off-air broadcast educational television signals to all public and private, non-profit educational institutions within Company's service area at no cost for use in the teaching facilities of such institutions.

Section XIV STANDARDS/MODIFICATIONS

The CATV system shall be designed, installed and maintained in accordance with the highest and best standards of the CATV industry and similar industries engaged in the transmission and distribution of television signals. Minimum standards shall govern the Company's service as set forth by the Federal Communications Commission or other authorized regulatory agency. If such regulatory agency shall issue standards more stringent than those contained, the more stringent standards shall prevail. During the life of any franchise granted hereunder, the Company shall from time to time make reasonable modifications as are required to assure that service rendered is of the highest quality and in accordance with CATV industry standards as they may develop and improve.

Section XV TIER SERVICES.

The Company shall offer an economy tier of service containing the off-air and local broadcast and news stations.

Section XVI CONFORMANCE TO FCC

The Company shall conform to and abide by all lawful Rules and Regulations pertaining to Community Antenna Television Systems that the Federal Communications Commission or other authorized regulatory agency has adopted or may hereafter adopt and any provisions contained herein, inconsistent with such lawfully adopted Rules and Regulations shall be null and void and without effect.

Section XVII REPORTS TO CITY

On or before July 31, 2012, and every five (5) years thereafter, the Company shall report to the City regarding its compliance with the terms and conditions of this ordinance, including, but not limited to Section XIII through and including Section XVI, and shall further report to the City regarding technological improvements and upgrades of its CATV system and the numbers and types of channels furnished.

Section XVII INDEMNIFICATION.

(a) The Company agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Franchise or the Company's activities, any casualty or accident to persons or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or other act done pursuant to the terms of this Franchise, provided the City shall give timely written notice of its obligation to indemnify the City.

(b) With respect to the Company's indemnity obligations set forth in Section XVIII(a), the Company shall provide a defense of any claims or actions brought against the City. The Company shall have the right to defend, settle or

compromise any claim or action arising hereunder, and the Company shall have the authority to decide the appropriateness and the amount of any such settlement.

(c) The Company shall indemnify and hold harmless the City from any workers' compensation claims to which the Company may become subject to during the term of this Franchise. It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided per this Franchise, the Company waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude the Company from raising such immunity as a defense against any claim brought against the Company by any of its employees or other third party. This waiver has been mutually negotiated by the parties.

Section XIX LIABILITY COVERAGE

The Company, at the time of acceptance of the terms and conditions of this franchise as hereinafter provided, shall furnish to the City and shall thereafter maintain in full force and effect during the life of this franchise, with a carrier or carriers satisfactory to the City, the following:

- A. Bodily injury liability insurance having limits of \$2,000,000 for bodily injury (including death) for any one person and \$3,000,000 for bodily injury (including death) for more than one person arising out of any single incident.
- B. Property damage liability insurance with limits of \$1,000,000 for any single incident.

The City shall be named as a co-insured on all such liability policies and the Company agrees to deliver all such policies of insurance or certificates of the same, as issued by the insurance company or companies, evidencing that such insurance is in effect, and renewal policies or certificates, evidencing the renewal thereof, to the City Clerk of the City, all such renewal policies or certificates to be delivered to said City Clerk not less than twenty (20) days prior to the expiration of such policy or policies. Upon the failure of the Company to comply with the terms and provisions of this section, the City Council of the City may, upon thirty (30) days, prior notice to such Company in writing, revoke all rights and privileges of such Company under this franchise and cancel the franchise as to such Company, provided said failure remains uncorrected for thirty (30) days after written notice thereof by the City Council to the Company.

Section XX NON-EXCLUSIVE RIGHTS AND RIGHT TO RESCIND AND REVOKE

The rights and privileges are not exclusive and the City reserves the right to grant to any other person, company or corporation rights similar to those herein granted. The City of Goldendale reserves the right to rescind and revoke the rights herein granted, for a substantial violation by the Company of or non-compliance with any of the obligations and requirements of the Company,

provided that said violations or non-compliance remains uncorrected after thirty (30) days' written notice by the City Council to the Company.

Section XXI PROCEDURE UPON TERMINATION

Upon expiration of the franchise, if the Company shall not have acquired an extension or renewal thereof and accepted the same, it may have and it is hereby granted, the right to enter upon the streets, and public ways of the City, for the purposes of removing therefrom any or all of its property and otherwise. In so removing said property the Company shall refill, at its own expense, any excavation that shall be made by it and leave said streets and public ways and places in as good condition as then prevailing prior to the Company's removal of its property.

Section XXII APPROVAL OF TRANSFER

The Company shall not sell or transfer its plant or system to another, other than a parent company or a wholly-owned subsidiary of the Company, or transfer any rights under this franchise to another without Council approval. Provided, that no sale or transfer shall be effective until the vendee, assignee or lessee has filed in the office of the City Clerk an instrument duly executed reciting the fact of such sale, assignment or lease accepting the terms of the franchise and agreeing to perform all the conditions thereof. Such Council approval will not be unreasonably withheld and neither this Section nor other Sections of this franchise shall preclude the mortgaging, encumbering or the assignment of certain rights in the system, or the pledge of stock by the Company for the purpose of financing.

Section XXIII MISCELLANEOUS PROVISIONS

(a) When not otherwise prescribed herein, all matters herein required to be filed with the City shall be filed with the City Clerk.

(b) The Company shall assume the cost of publication of this franchise as such publication is required by law. A bill for publication costs shall be presented to the Company by the City Clerk upon the Company's filing of acceptance and shall be paid at that time.

(c) The Company shall provide without charge one (1) outlet to each City of Goldendale governmental building that is passed by its cable. The distribution of the cable facility inside such buildings and the extent thereof shall be the option, duty and expense of the building owner.

(d) In the case of any emergency or disaster, the Company shall, upon request of the City make available its facilities to the City for emergency use during the emergency or disaster period.

Section XXIV COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.

The Company shall at all times during the life of this franchise be subject to all lawful exercise of the police power of the City. The City reserves the right to adopt from time to time in addition to the provisions herein contained such

ordinances as may be deemed necessary to the exercise of police power. Such regulation shall be reasonable and not destructive to the rights herein granted and not in conflict with the laws of the State or other local laws or regulations.

Section XXV VIOLATIONS

(a) From and after the effective date of the ordinance, it shall be unlawful for any person to construct, install or maintain within any public street in the City, or within any other public property of the City, or within any privately-owned area within the City which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the City, any equipment or facilities for distributing any television signals or radio signals through a CATV system, unless a franchise authorizing such use of such street or property or area has first been obtained, and unless such franchise is in full force and effect.

(b) It shall be unlawful for any person, firm or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of the franchise CATV system within this City for the purpose of enabling himself or others to receive any television signal, radio signal, picture, program or sound, without payment to the operation of said system.

(c) It shall be unlawful for any person, without the consent of the owner, to willfully tamper with, remove or injure any cables, wires or equipment used for distribution of television signals, radio signals, pictures, programs or sound.

Section XXVI PENALTIES

Any person violating or failing to comply with any of the provisions of Section XXV of this ordinance shall be guilty of a misdemeanor and for each day of violation or failure to comply may be found to have committed a Class III civil infraction and shall be assessed a monetary penalty in the amount provide for a given class of infraction by RCW 7.80.120, as currently exists or as may be hereafter amended. Any violation established hereunder shall be deemed a class three civil infraction unless a different level of infraction is specifically set forth elsewhere in the Goldendale Municipal Code.

Section XXVII SEVERABILITY

If any section, sub-section, sentence, clause, or phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding such shall not affect the validity or constitutionality of the remaining portions thereof.

CITY COUNCIL OF THE CITY OF
GOLDENDALE, WASHINGTON

Attest: Connie Byers
Clerk/Treasurer, Connie Byers

By: [Signature]
Mayor, Clint Baze

Approved as to form:

City Attorney

Accepted this 25th day of July, 2012

J & N CABLE SYSTEMS, INC.

By: [Signature]
President, John T. Kusky

[Signature]
Secretary, Nancy E. Kusky