

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
JUNE 18, 2018
7:00 PM**

- A. Call to Order
 - 1. Pledge of Allegiance
- B. Roll Call
- C. Public Hearing
- D. Agenda
 - 1. Approval of Agenda
 - 2. Consent Agenda
 - a. Approval of Minutes
 - b. Claims
 - c. Payroll
 - d. Other
- E. Presentations
- F. Department Reports
- G. Council Business
 - 1. Capital Outlay for purchase of fire truck
- H. Resolutions
- I. Ordinances
 - 1. Fireworks discharge limitations
 - 2. Acquisition agreement for public works service trucks
 - 3. Acquisition agreement for purchase of police vehicles
 - 4. Acquisition agreement for purchase of a fire truck
 - 5. Natural gas franchise agreement
 - 6. Dangerous dog ordinance revisions
 - 7. Add penalty option regarding outdoor burn permitting
- J. Report of Officers and City Administrator
- K. Public Comment
- L. Executive Session
- M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON JULY 2, 2018 AT 7:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: JUNE 18, 2018

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____
RESOLUTION _____ OTHER _____
MOTION _____ X _____

EXPLANATION:

The consent agenda includes the following:

Minutes of the June 4, 2018 regular council meeting, second pay period May checks #50590 – 50595, 900895, direct deposit run 6/5/2018 in the amount of \$86,403.06, June 18, 2018 claims checks #50589, 50596 – 50645, 900897 - 900903 in the amount of \$96,052.45.

FISCAL IMPACT:

Payroll checks in the amount of \$86,403.06, claims checks in the amount of \$96,052.45.

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
JUNE 4, 2018
7:00 PM**

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

ROLL CALL

7:03:10 PM

PRESENT:

Mayor Michael A Canon
Council Member Andy Halm
Council Member Guy Theriault
Council Member John Sullivan
Council Member Shannon Middleton
Council Member Justin Leigh
Council Member Miland Walling

STAFF:

City Administrator Larry Bellamy
Clerk-Treasurer Connie Byers
Public Works Director Karl Enyeart
Fire Chief Noah Halm
Police Chief Reggie Bartkowski

ABSENT:

Council Member Carmen Knopes

It was moved by Council Member Guy Theriault, seconded by Council Member Shannon Middleton, to excuse Carmen Knopes from the meeting.

7:03:24 PM

AYES:

Council Member Andy Halm
Council Member Guy Theriault
Council Member John Sullivan
Council Member Shannon Middleton
Council Member Justin Leigh
Council Member Miland Walling

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 6-0.

AGENDA AND CONSENT AGENDA

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

[7:03:48 PM](#)

AYES:

Council Member Andy Halm
Council Member Guy Theriault
Council Member John Sullivan
Council Member Shannon Middleton
Council Member Justin Leigh
Council Member Miland Walling

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 6-0.

PRESENTATIONS

John Bright – Fireworks

John asked for council's approval to have a fireworks stand in the Goldendale Market Fresh parking lot. Council concurred.

DEPARTMENT REPORTS

Noah reported that the Fire Department Association received \$3,000 grant from the Legends Casino and reminded people of the burn ban.

Reggie reported on cases, firearm training, assembly at the middle school and a grant from Legends Casino in the amount of \$4,000.

Karl reported on the timber harvest and crosswalks.

RESOLUTIONS

Declare Railroad Property Surplus

It was moved by Council Member Guy Theriault, seconded by Council Member Shannon Middleton, to approve resolution no. 684 declaring certain real property surplus in the city, known as the railroad train station property, and authorizing its disposition pursuant to RCW 39.33.010 et seq and the Goldendale Municipal Code Chapter 2.76 and refer all proposals to the Budget Committee.

[7:22:12 PM](#)

AYES:

Council Member Andy Halm
Council Member Guy Theriault
Council Member John Sullivan
Council Member Shannon Middleton

Council Member Justin Leigh
Council Member Miland Walling
None.

NAYS:

MOTION CARRIED UNANIMOUSLY 6-0.

REPORT OF OFFICERS AND CITY ADMINISTRATOR

Miland spoke about the Pump Storage Project and commented on Columbus Ave.

Larry reported on the Event Committee meeting. Larry explained that the Bouncy Houses would be run by the PTO and the rock wall by the Bible Baptist Church. If council would concur we would pay the PTO \$750 and the church \$1,000 and not charge admission at the festival. Council concurred.

PUBLIC COMMENT

Tony Gilmer reported on the EMS District.

Ken McKune spoke against fireworks.

ADJOURNMENT

It was moved by Council Member Guy Theriault, seconded by Council Member Shannon Middleton, to adjourn the meeting.

[7:43:12 PM](#)

AYES:

Council Member Andy Halm
Council Member Guy Theriault
Council Member John Sullivan
Council Member Shannon Middleton
Council Member Justin Leigh
Council Member Miland Walling

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 6-0.

Michael A Canon, Mayor

Connie Byers, Clerk-Treasurer

Register

Fiscal: 2018

Deposit Period: 2018 - June 2018

Check Period: 2018 - 1st Council Jun 2018

Number	Name	Print Date	Clearing Date	Amount
Columbia State Bank	20016310			
Check	US Post Office	5/31/2018		\$1,334.26
50589	Airsafe	6/18/2018		\$5,514.88
50596	Allyns Building Center	6/18/2018		\$593.12
50597	ATI Solutions LLC	6/18/2018		\$162.63
50598	Bishop Red Rock Inc	6/18/2018		\$150.50
50599	Bishop Sanitation Inc	6/18/2018		\$187.50
50600	Bohn's Printing	6/18/2018		\$667.29
50601	Carquest Auto Parts	6/18/2018		\$889.94
50602	Cascade Fire & Safety	6/18/2018		\$885.46
50603	Cultural Resources Consulting	6/18/2018		\$2,040.00
50604	Dandy Valley Farm & Nursery	6/18/2018		\$239.17
50605	Dell	6/18/2018		\$77.52
50606	Donald L Sullivan	6/18/2018		\$153.00
50607	Enviro-Clean Equipment Inc	6/18/2018		\$1,354.48
50608	Evergreen Rural Wtr of WA Corp	6/18/2018		\$225.00
50609	Finwood Ag Services	6/18/2018		\$182.76
50610	Fun Country Inc	6/18/2018		\$50.79
50611	Gerald Matosich Attorney at Law	6/18/2018		\$720.00
50612	Goldendale Auto Supply	6/18/2018		\$54.05
50613	Goldendale Market Fresh	6/18/2018		\$135.00
50614	Goldendale Sentinel	6/18/2018		\$300.00
50615	Goldendale Tire Center	6/18/2018		\$69.60
50616	Goldendale, City of	6/18/2018		\$3,272.29
50617	Hattenhauer Energy Co LLC	6/18/2018		\$6,393.92
50618	Holcombs Market	6/18/2018		\$41.25
50619	Home Depot	6/18/2018		\$1,237.48
50620	Inland Environmental Resources Inc	6/18/2018		\$2,902.50
50621	JBL Productions	6/18/2018		\$1,600.00
50622	JP Cooke CO	6/18/2018		\$57.50
50623	Klickitat CO Commissioner	6/18/2018		\$2,951.66
50624	Klickitat CO Emer Mgmt	6/18/2018		\$10,000.00
50625	Klickitat CO Health Dept	6/18/2018		\$120.00
50626	Klickitat County PUD	6/18/2018		\$7,993.25
50627	Lori Lynn Hocht Attorney at Law	6/18/2018		\$825.00
50628	Menke Jackson Beyer LLP	6/18/2018		\$508.21
50629	Microsoft	6/18/2018		\$4,160.25
50630				

Register

Number	Name	Fiscal Description	Cleared	Amount
50590	American Family Life	2018 - May 2018 - 2nd Council May 2018		\$475.55
50591	Deferred Comp Program	2018 - May 2018 - 2nd Council May 2018		\$405.00
50592	Dept of Labor & Industries	2018 - May 2018 - 2nd Council May 2018		\$1,593.96
50593	Dept of Retirement	2018 - May 2018 - 2nd Council May 2018		\$12,514.31
50594	Employment Security	2018 - May 2018 - 2nd Council May 2018		\$143.28
50595	ICMA Retirement Trust (Plan 302195)	2018 - May 2018 - 2nd Council May 2018		\$112.50
900895	City of Goldendale	2018 - May 2018 - 2nd Council May 2018		\$19,313.25
Direct Deposit Run -	Payroll Vendor	2018 - May 2018 - 2nd Council May 2018		\$51,845.21
6/5/2018				\$85,403.06

Number	Name	Print Date	Clearing Date	Amount
50631	Norco Inc	6/18/2018		\$45.32
50632	NWSC Northwest Safety Clean	6/18/2018		\$360.04
50633	One Call Concepts Inc	6/18/2018		\$31.03
50634	Pioneer Surveying & Engineering Inc	6/18/2018		\$12,526.00
50635	Quill Corporation	6/18/2018		\$81.24
50636	Radcomp Technologies	6/18/2018		\$273.05
50637	Rapid Readymix	6/18/2018		\$332.18
50638	Republic Services Inc	6/18/2018		\$330.81
50639	Riley Brothers Inc	6/18/2018		\$286.40
50640	Spectrum Communications Inc	6/18/2018		\$477.06
50641	US Cellular	6/18/2018		\$733.61
50642	USA Blue Book	6/18/2018		\$199.42
50643	Vance Law Office	6/18/2018		\$225.00
50644	Verizon Wireless	6/18/2018		\$413.73
50645	Vision Municipal Solutions Llc	6/18/2018		\$920.09
900897	HSA Bank Employee Plan Funding	6/18/2018		\$40.50
900898	HSA Bank Employee Plan Funding	6/18/2018		\$12,937.50
900899	Invoice Cloud	6/18/2018		\$161.60
900900	PAYA	6/18/2018		\$37.50
900901	PAYA	6/18/2018		\$1,037.99
900902	PAYA	6/18/2018		\$119.65
900903	WA St Dept of Revenue	6/18/2018		\$6,432.47
		Total	Check	\$96,052.45
		Total	20016310	\$96,052.45
		Grand Total		\$96,052.45

**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 50589, 50596 through 50645, 900897 - 900903 in the amount of \$96,052.45, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 14th day of June, 2018.


Clerk-Treasurer

Register Activity

Fiscal: 2018
Period: 2018 - June 2018
Council Date: 2018 - June 2018 - 1st Council Jun 2018

Reference	Date	Amount	Notes
Reference Number: 50589	US Post Office		
Invoice - 5/31/2018 8:31:59 AM	5/31/2018	\$1,334.26	CCR's
Reference Number: 50596	Airsafe		
1051	5/18/2018	\$5,514.88	Airport
Reference Number: 50597	Allyns Building Center		
256598	5/1/2018	\$593.12	Screw
256620	5/2/2018	\$18.08	Nut, Sleeve
256648	5/2/2018	\$16.18	Brass Hose Shut-Off
257047	5/7/2018	\$15.67	Nipple, Valve, Elbow
257200	5/9/2018	\$74.79	Connector
257473	5/14/2018	\$22.54	Nozzle
257521	5/14/2018	\$11.81	Shovel, Washer
257527	5/14/2018	\$33.95	Screw
257583	5/15/2018	\$52.13	Flexzilla Swivel, Wand
257608	5/15/2018	\$35.99	Screw
257646	5/16/2018	\$8.85	Lumber, Nail
257996	5/21/2018	\$45.85	Lumber
257998	5/21/2018	\$9.60	Plug
258066	5/22/2018	\$4.07	Valve, Pipe
258074	5/22/2018	\$17.03	Primer, Cement
258105	5/22/2018	\$12.99	Flexzilla Swivel
258233	5/24/2018	\$21.49	Nail, Lumber, Tape Rule
258437	5/29/2018	\$66.33	Screw
258438	5/29/2018	\$19.70	Lumber
258446	5/29/2018	\$17.57	Screw
258551	5/30/2018	\$2.35	Coupling, Bushing, Elbow....
258576	5/30/2018	\$34.56	Synthetic Felt
Reference Number: 50598	ATI Solutions LLC		
D19039	5/24/2018	\$162.63	Vari-Quick, Teejet Tip
Reference Number: 50599	Bishop Red Rock Inc		
60747	5/31/2018	\$150.50	Cinder
Reference Number: 50600	Bishop Sanitation Inc		
67013	6/6/2018	\$187.50	Ekone Park

Reference	Date	Amount	Notes
Reference Number: 50600	Bishop Sanitation Inc		
<u>67054</u>	6/6/2018	\$187.50	
		\$67.50	Airport
Reference Number: 50601	Bohn's Printing		
<u>52168</u>	5/29/2018	\$667.29	
<u>52169</u>	5/29/2018	\$587.89	CH
<u>52170</u>	5/29/2018	\$22.34	FD
		\$57.06	PD
Reference Number: 50602	Carquest Auto Parts		
<u>4993-417927</u>	5/1/2018	\$889.94	
<u>4993-418072</u>	5/2/2018	\$33.41	Headlight Restore, Headlight Lens
<u>4993-418255</u>	5/3/2018	\$128.86	RV Pump
<u>4993-419085</u>	5/9/2018	\$16.36	Phone Case
<u>4993-419163</u>	5/9/2018	\$420.52	UPS
<u>4993-419672</u>	5/14/2018	\$14.97	Impact Driver
<u>4993-419876</u>	5/15/2018	\$14.22	Bendix
<u>4993-419910</u>	5/15/2018	\$54.50	Reflectors
		\$23.50	Scissors Disconnect, Angled
			Disconnect
<u>4993-419957</u>	5/16/2018	\$4.25	Lamp
<u>4993-419966</u>	5/16/2018	\$9.69	Ford Transmission DI
<u>4993-420110</u>	5/17/2018	\$25.78	Antifreeze
<u>4993-420681</u>	5/22/2018	\$10.90	Screen Protector
<u>4993-421045</u>	5/24/2018	\$21.23	Nylon Tubing
<u>4993-421059</u>	5/24/2018	\$58.52	Glue Sticks, Soldering Iron, Solder....
<u>4993-421225</u>	5/25/2018	\$7.48	Wiper Blade
<u>4993-421715</u>	5/30/2018	\$13.55	U Bolt Round
<u>4993-426020</u>	5/21/2018	\$32.20	Power Supply
Reference Number: 50603	Cascade Fire & Safety		
<u>122353</u>	3/26/2018	\$885.46	
<u>122545</u>	3/14/2018	\$732.27	Helmet
		\$153.19	Gloves
Reference Number: 50604	Cultural Resources Consulting		
<u>2</u>	6/8/2018	\$2,040.00	
		\$2,040.00	Ekone Park Little League
Reference Number: 50605	Dandy Valley Farm & Nursery		
<u>966414</u>	5/29/2018	\$239.17	
		\$239.17	Flowers
Reference Number: 50606	Dell		
<u>Invoice - 6/14/2018 10:57:34 AM</u>	6/14/2018	\$77.52	
		\$77.52	Supplies
Reference Number: 50607	Donald L Sullivan		
<u>2018001</u>	5/26/2018	\$153.00	
		\$153.00	Reflective Vinyl Helmet Names

Reference	Date	Amount	Notes
Reference Number: 50608 <u>S18-060607</u>	Enviro-Clean Equipment Inc 6/6/2018	\$1,354.48 \$1,354.48	Kanaflex Hose, Door Seal
Reference Number: 50609 <u>37654</u>	Evergreen Rural Wtr of WA Corp 5/23/2018	\$225.00 \$225.00	Conference/O'Connor
Reference Number: 50610 <u>000188</u> <u>000196</u>	Firwood Ag Services 5/31/2018 6/8/2018	\$182.76 \$80.63 \$102.13	503 E Court 209 E Court
Reference Number: 50611 <u>216636</u>	Fun Country Inc 5/18/2018	\$50.79 \$50.79	Rod, Shift Linkage Low Range
Reference Number: 50612 <u>7Z0492926.7Z0393770.7Z0393771.</u> <u>7Z0006262.1</u> <u>8Z0371548</u> <u>CR5517.1</u>	Gerald Matosich Attorney at Law 6/5/2018 5/29/2018 6/5/2018	\$720.00 \$150.00 \$217.50 \$352.50	Gary Spencer Kelsey Revard Jeremy Howard
Reference Number: 50613 <u>S5-3857643</u> <u>S5-3919870</u>	Goldendale Auto Supply 5/7/2018 5/30/2018	\$54.05 \$40.65 \$13.40	Nuts & Bolts Fittings
Reference Number: 50614 <u>02-1013782</u>	Goldendale Market Fresh 5/16/2018	\$135.00 \$135.00	Water
Reference Number: 50615 <u>148653</u>	Goldendale Sentinel 6/13/2018	\$300.00 \$300.00	Seasonal Maintenance Worker
Reference Number: 50616 <u>310652</u> <u>310864</u>	Goldendale Tire Center 5/22/2018 5/31/2018	\$69.60 \$53.21 \$16.39	Tires Repair Tire
Reference Number: 50617 <u>Invoice - 6/14/2018 11:48:44 AM</u>	Goldendale, City of 6/14/2018	\$3,272.29 \$3,272.29	Water/Sewer
Reference Number: 50618 <u>106865</u> <u>CL81707</u>	Hattenhauer Energy Co LLC 3/27/2018 5/31/2018	\$6,393.92 \$4,091.09 \$2,302.83	Dyed #1 Fuel
Reference Number: 50619 <u>001045115</u> <u>0030868310</u> <u>0040169515</u>	Holcombs Market 5/10/2018 5/30/2018 5/8/2018	\$41.25 \$6.67 \$3.99 \$30.59	Water, Dish Soap Water Water, Sprayco

Reference	Date	Amount	Notes
Reference Number: 50620	Home Depot	\$1,237.48	
0012548	6/7/2018	\$275.22	Shelterguard, Lavender, Powder-Coat
4010966	5/24/2018	\$643.45	Corner Gable, Eave Trim.....
4014922	5/14/2018	\$143.08	Doug Fir, Shear Hanger
5013714	5/3/2018	\$115.88	Column Base
7010498	5/21/2018	\$59.85	Fence Post Mix
Reference Number: 50621	Inland Environmental Resources Inc	\$2,902.50	
2018-3634	5/24/2018	\$2,902.50	Magnesium
Reference Number: 50622	JBL Productions	\$1,600.00	
100.3	5/22/2018	\$1,600.00	Community Days
Reference Number: 50623	JP Cooke CO	\$57.50	
19402	6/6/2018	\$57.50	Dog Tags
Reference Number: 50624	Klickitat CO Commissioner	\$2,951.66	
Invoice - 6/14/2018 2:06:37 PM	6/14/2018	\$2,951.66	2nd Quarter
Reference Number: 50625	Klickitat CO Emer Mgmt	\$10,000.00	
2018-4_Q2	6/14/2018	\$10,000.00	2nd Quarter
Reference Number: 50626	Klickitat CO Health Dept	\$120.00	
000034711	6/6/2018	\$120.00	Testing
Reference Number: 50627	Klickitat County PUD	\$7,993.25	
Invoice - 6/14/2018 2:08:26 PM	6/14/2018	\$7,993.25	Electric
Reference Number: 50628	Lori Lynn Hocht Attorney at Law	\$825.00	
8Z0173029	6/6/2018	\$225.00	Dakota Eldred
8Z0371549	6/6/2018	\$375.00	Danny Balderas
8Z039567	6/6/2018	\$225.00	Cristina De Balderas
Reference Number: 50629	Menke Jackson Beyer LLP	\$508.21	
Invoice - 6/14/2018 2:11:37 PM	5/31/2018	\$469.21	Acct 044
Invoice - 6/14/2018 2:11:58 PM	5/31/2018	\$39.00	Acct 017
Reference Number: 50630	Microsoft	\$4,160.25	
E01005YZ8E/E01005YZ9E	6/10/2018	\$4,160.25	Business Permium and Essential
Reference Number: 50631	Norco Inc	\$45.32	
23887219	5/31/2018	\$45.32	Cylinder Rental
Reference Number: 50632	NWSC Northwest Safety Clean	\$360.04	
18-21002	6/7/2018	\$360.04	Screen Fee

Reference	Date	Amount	Notes
Reference Number: 50633 <u>8059070</u>	One Call Concepts Inc 5/31/2018	\$31.03 \$31.03	Utility Notification
Reference Number: 50634 <u>16-905-8</u> <u>17-902-9</u> <u>18-901-3</u>	Pioneer Surveying & Engineering Inc 5/25/2018 5/25/2018 5/25/2018	\$12,526.00 \$1,001.00 \$11,345.00 \$180.00	Water System Plan Columbus Overlay Warehouse Visit
Reference Number: 50635 <u>7487249</u>	Quill Corporation 5/30/2018	\$81.24 \$81.24	Supplies
Reference Number: 50636 <u>68708</u>	Radcomp Technologies 6/7/2018	\$273.05 \$273.05	Wireless Bridge
Reference Number: 50637 <u>24319.1</u>	Rapid Readymix 5/21/2018	\$332.18 \$332.18	Slab - Hornbrook Park
Reference Number: 50638 <u>0487-000575013</u>	Republic Services Inc 5/31/2018	\$330.81 \$330.81	Garbage Service
Reference Number: 50639 <u>0012673</u>	Riley Brothers Inc 5/31/2018	\$286.40 \$286.40	Incoming Ashpalt
Reference Number: 50640 <u>215254</u>	Spectrum Communications Inc 6/1/2018	\$477.06 \$477.06	Earpiece, Charger
Reference Number: 50641 <u>025105617Z</u>	US Cellular 5/24/2018	\$733.61 \$733.61	Cell Phones
Reference Number: 50642 <u>580848</u>	USA Blue Book 5/23/2018	\$199.42 \$199.42	Flange
Reference Number: 50643 <u>8Z0177930</u>	Vance Law Office 5/31/2018	\$225.00 \$225.00	Daniel Anderson
Reference Number: 50644 <u>9808437086</u> <u>9808521541</u>	Verizon Wireless 6/4/2018 6/6/2018	\$413.73 \$320.08 \$93.65	Police Department Chlorination Station
Reference Number: 50645 <u>4810</u>	Vision Municipal Solutions Llc 6/5/2018	\$920.09 \$920.09	Utility Bill Mailing
Reference Number: 900897 <u>W94644</u>	HSA Bank Employee Plan Funding 6/4/2018	\$40.50 \$40.50	Service Fee

Reference	Date	Amount	Notes
Reference Number: 900898	HSA Bank Employee Plan Funding		
Invoice - 6/14/2018 1:38:11 PM	6/14/2018	\$12,937.50	
		\$12,937.50	Plan Funding
Reference Number: 900899	Invoice Cloud		
359-2018_5	5/31/2018	\$161.60	
		\$161.60	Billor Portal Fee
Reference Number: 900900	PAYA		
Invoice - 6/14/2018 2:53:05 PM	6/14/2018	\$37.50	
		\$37.50	Admin
Reference Number: 900901	PAYA		
Invoice - 6/14/2018 2:56:26 PM	6/14/2018	\$1,037.99	
		\$1,037.99	Visa Fee
Reference Number: 900902	PAYA		
Invoice - 6/14/2018 2:57:14 PM	6/14/2018	\$119.65	
		\$119.65	ACH Fee
Reference Number: 900903	WA St Dept of Revenue		
Invoice - 6/14/2018 3:17:29 PM	6/14/2018	\$6,432.47	
		\$6,432.47	Excise Tax

AGENDA BILL: G1

AGENDA TITLE: CAPITAL OUTLAY FOR PURCHASE OF FIRE TRUCK

DATE: JUNE 18, 2018

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____
RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION:

See Karl Enyeart's memo attached

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE A CAPITAL OUTLAY FOR THE PURCHASE OF A FIRE TRUCK NOT TO EXCEED \$350,000 AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT TO UTILIZE THE BID FROM NATIONAL PURCHASING PARTNERS.

Memo

To: Mayor and Council
From: Noah Halm, Fire Chief
CC: Larry Bellamy, City Administrator
Date: 6/18/2018
Re: Capital Outlay for Fire truck

The City of Goldendale Fire Department needs a new fire truck to maintain the City's Washington State Ratings Bureau classification. The public safety fund provides \$44,000/year for equipment purchases. The Washington State Department of Treasury offers financing for 10 years for these types of purchases. Their interest rates have varied from 1.5% to 2.5% including overhead fees. With terms of 10 years and 2.5%, the annual payment is \$39,775. Currently each truck must be replaced every 30 years. Using this loan program, this gives the City a sustainable way to replace vehicles as necessary to maintain our classification.

We have an estimated cost of \$325,000 for a truck that meets the City Fire Department's standards. The fund has enough to provide a down payment of \$50,000 while financing \$300,000 (or about \$34,100/yr).

Attached is an agreement with a national bid organization to utilize a contract that meets state bidding requirements for the purchase of the truck.

I recommend approving a capital outlay for a fire truck not to exceed \$350,000 and authorizing the Mayor to sign the agreement to utilize the bid from National Purchasing Partners.

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPP"), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP provides group purchasing, marketing and administrative support for governmental entities. NPP's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**PUBLIC PROCUREMENT AUTHORITY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Public Procurement Authority ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.



BY: Jeffrey D. Johnson
ITS: Administrator/Board Member

Date: 2-13-2014

Public Procurement Authority Contact Information:

Contact Person:	Heidi Chames
Address:	25030 SW Parkway Ave., Suite 330 Wilsonville, OR 97070
Telephone No.:	855-524-4572
Email:	questions@procurementauthority.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____

Address: _____

Telephone No.: _____

Email: _____

AGENDA BILL: I1

AGENDA TITLE: FIREWORKS DISCHARGE LIMITATIONS

DATE: JUNE 18, 2018

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION:

The ordinance committee met to discuss limiting the dates and times for discharge of legal fireworks. The ordinance committee recommends to the full council that the discharge of legal fireworks be limited to July 4th from 6pm through midnight and December 31st from 6pm through 1am on January 1st. The ordinance will take effect one year after adoption.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ADOPT ORDINANCE NUMBER 1482 REGARDING THE LIMITATION FOR THE DISCHARGE OF LEGAL FIREWORKS AND WAIVING THE SECOND READING

Current State Law!

RCW 70.77.395

Dates and times consumer fireworks may be sold or discharged—Local governments may limit, prohibit sale or discharge of fireworks.

(1) It is legal to sell and purchase consumer fireworks within this state from twelve o'clock noon to eleven o'clock p.m. on the twenty-eighth of June, from nine o'clock a.m. to eleven o'clock p.m. on each day from the twenty-ninth of June through the fourth of July, from nine o'clock a.m. to nine o'clock p.m. on the fifth of July, from twelve o'clock noon to eleven o'clock p.m. on each day from the twenty-seventh of December through the thirty-first of December of each year, and as provided in RCW 70.77.311.

(2) Consumer fireworks may be used or discharged each day between the hours of twelve o'clock noon and eleven o'clock p.m. on the twenty-eighth of June and between the hours of nine o'clock a.m. and eleven o'clock p.m. on the twenty-ninth of June to the third of July, and on July 4th between the hours of nine o'clock a.m. and twelve o'clock midnight, and between the hours of nine o'clock a.m. and eleven o'clock p.m. on July 5th, and from six o'clock p.m. on December 31st until one o'clock a.m. on January 1st of the subsequent year, and as provided in RCW 70.77.311.

(3) A city or county may enact an ordinance within sixty days of June 13, 2002, to limit or prohibit the sale, purchase, possession, or use of consumer fireworks on December 27, 2002, through December 31, 2002, and thereafter as provided in RCW 70.77.250(4).

Chapter 9.18 Fireworks

Sections:

[9.18.010](#) Dates and Times consumer legal fireworks may be discharged.

[9.18.020](#) Violation--Penalty.

9.18.010. Dates and Times consumer legal fireworks can be discharged and sold

(1) It is legal to sell and purchase consumer fireworks within this state from twelve o'clock noon to eleven o'clock p.m. on the twenty-eighth of June, from nine o'clock a.m. to eleven o'clock p.m. on each day from the twenty-ninth of June through the fourth of July, from nine o'clock a.m. to nine o'clock p.m. on the fifth of July, from twelve o'clock noon to eleven o'clock p.m. on each day from the twenty-seventh of December through the thirty-first of December of each year, and as provided in RCW Chapter 70.77.

(2) Consumer fireworks can only be used or discharged on July 4th from six o'clock pm through midnight and December 31st from six o'clock pm through one o'clock am on January 1st.

(3) The mayor after consulting with the fire chief, can impose an emergency fireworks ban when fire danger and conditions are extreme.

(4) This ordinance will take effect one year after adoption.

9.14.020 Violation--Penalty.

A. Any person who violates this chapter is guilty of a civil infraction and shall be cited in accordance with Chapter [1.20](#).

B. If any violation is continuing, each day's violation shall be deemed a separate violation

AGENDA BILL: I2

AGENDA TITLE: ACQUISITION AGREEMENT FOR PUBLIC
WORKS SERVICE TRUCKS

DATE: JUNE 18, 2018

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION:

See Karl Enyeart's memo attached

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE ORDINANCE NUMBER 1483 FOR AUTHORIZATION OF THE
ACQUISITION OF PERSONAL PROPERTY AND EXECUTION OF A FINANCING
CONTRACT FOR PUBLIC WORKS SERVICE TRUCKS AND WAIVING THE
SECOND READING

Memo

To: Mayor and Council
From: Karl Enyeart, PE, Public Works Director
CC: Larry Bellamy, City Administrator
Date: 6/18/2018
Re: Ordinance 1483 – PW Service Truck loan agreement

On March 19, 2018 City Council approved a capital outlay for \$200,000 for the purchase of 4 public works service trucks through the state bid process. Those vehicles have been ordered and should arrive in late September 2018.

The City is using the LOCAL financing program offered through the Washington State Department of Treasury. On March 21, 2018 the City sent Notice of Intent to this state department for service trucks (\$200,000), police vehicles (\$200,000), fire truck (\$300,000), and a public works building (\$200,000). City financial information has been sent to the state and have received approval for financing through this program. Ordinance 1483 covers the legal requirements and reference documents that are required for the purchase of the public works service trucks. Ordinance 1484 (police vehicles) and ordinance 1485 (fire truck) follow on this council agenda.

The public works building bids were received on May 30, 2018. One bid was submitted that exceeded the \$200,000 budget. After discussing the options with staff and potential bidders, a rebid will occur in late 2018 for construction in spring 2019.

I recommend approving ordinance 1483.

Form of Authorizing Ordinance

Ordinance No. 1483

Authorization for the acquisition of personal property and execution of a financing contract and related documentation relating to the acquisition of said
PERSONAL PROPERTY.

WHEREAS, the City of Goldendale (the "Local Agency") has executed a Notice of Intent to the Office of State Treasurer, in the form of Exhibit A (the "NOI") to the form of Local Agency Financing Contract attached hereto (the "Local Agency Financing Contract"), in relation to the acquisition of and the financing of the acquisition of the Property, as defined below, under the provisions of RCW ch 39.94; and

WHEREAS, it is deemed necessary and advisable by the Mayor of the Local Agency that the Local Agency acquire the equipment and/or personal property identified in the NOI (the "Property"); and

WHEREAS, it is deemed necessary and advisable by the Mayor of the Local Agency that the Local Agency enter into the Local Agency Financing Contract with the Office of the State Treasurer in an amount not to exceed \$ 200,000, plus related financing costs, in order to acquire the Property and finance the acquisition of the Property;

WHEREAS, the Local Agency will undertake to acquire the Property on behalf of and as agent of the Washington Finance Officers Association (the "Corporation") pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individuals set forth in Exhibit C to the form of Local Agency Financing Contract as the representatives of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (each an "Authorized Agency Representative");

NOW, THEREFORE, BE IT ORDAINED, by the Mayor of the City of Goldendale as follows:

Section 1. The individuals holding the offices or positions set forth in Exhibit C to the form of Local Agency Financing Contract are each hereby appointed as a representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. A minimum of 3 Authorized Agency Representatives shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

Section 2. The form of the Local Agency Financing Contract attached hereto is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Financing Contract, in an amount not to exceed \$ 200,000, plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives, for the acquisition of the Property and financing of the acquisition of the Property.

Section 3. The Local Agency hereby authorizes the acquisition of the Property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

Section 4. The Authorized Representatives are hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the Property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

Section 5. This ordinance shall become effective June 27, 2018.

PASSED by the Council of the City of Goldendale, at a regular meeting thereof held this 18th day of June, 2018.

[S E A L]

APPROVED:

ATTEST:

LOCAL AGENCY FINANCING CONTRACT, SERIES 2018C
(Personal Property)

by and between the

STATE OF WASHINGTON

and

The City of Goldendale,
a municipal corporation
("Local Agency")

Relating to

State of Washington
Certificates of Participation, Series 2018C
State and Local Agency Personal Property

Dated as of August 30, 2018

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Exhibit A – Notice of Intent

Exhibit B – Personal Property Certificate

Exhibit C – Certificate Designating Authorized Agency Representatives

Exhibit D – Schedule of Agency Installment Payments

LOCAL AGENCY FINANCING CONTRACT (Personal Property)

This Local Agency Financing Contract (the "Local Agency Financing Contract"), is entered into by and between the state of Washington (the "State"), acting by and through the State Treasurer (the "State Treasurer"), and the Local Agency (as defined on the cover hereto), a municipal corporation of the State (the "Local Agency").

RECITALS

The Parties are entering into this Local Agency Financing Contract based upon the following facts and expectations:

1. Chapter 39.94 RCW (the "Act") authorizes the State to enter into financing contracts for itself, including for state agencies, departments or instrumentalities, the state board for community and technical colleges, and any state institution of higher education (defined in Appendix 1 as "State Agencies"), for the use and purchase of real and personal property by the State; and
2. the Act also authorizes the State to enter into financing contracts on behalf of certain "other agencies" (defined in Appendix 1 as "Local Agencies"), including the Local Agency, for the use and acquisition for public purposes of real and personal property by such Local Agencies; and
3. the Act authorizes the State Finance Committee to consolidate existing or potential financing contracts into master financing contracts with respect to property acquired by one or more State Agencies or Local Agencies (together, "Agencies"); and
4. Chapter 43.33 RCW provides that the State Treasurer shall act as chair of the State Finance Committee and provide administrative assistance for the State Finance Committee, and the State Treasurer on behalf of the State Finance Committee has established a consolidated program for the execution and delivery of certificates of participation in master financing contracts in series from time to time in order to provide financing or refinancing for the costs of acquisition of such real and personal property by Agencies; and
5. the State Finance Committee has approved the form of this Local Agency Financing Contract by Resolution No. 1190 adopted on October 31, 2016; and
6. simultaneously with the execution and delivery of this Local Agency Financing Contract, the State is entering into a Master Financing Contract, dated as of the Dated Date (the "Master Financing Contract") with the Washington Finance Officers Association (the "Corporation"), a Washington nonprofit corporation, to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and
7. the Local Agency has determined that it is necessary and desirable to enter into this Local Agency Financing Contract, in conjunction with the State's entry into the Master

Financing Contract, to obtain financing or refinancing for the costs of acquisition of certain items of personal property described in Exhibit B (the "Property"), by the Local Agency;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION; MISCELLANEOUS PROVISIONS; SUPPLEMENTS

Section 1.1 Definitions, Construction, Miscellaneous Provisions, Supplements. Appendix 1 is incorporated as part of this Local Agency Financing Contract by this reference. Appendix 1 provides (i) definitions for the capitalized terms used and not otherwise defined in this Local Agency Financing Contract; (ii) certain rules for interpreting this Local Agency Financing Contract; (iii) miscellaneous technical provisions that apply to this Local Agency Financing Contract; and (iv) rules on how this Local Agency Financing Contract may be amended or supplemented.

Section 1.2 Notice of Intent, Personal Property Certificate and Certificate Designating Authorized Local Agency Representative. Exhibits A, B, C and D to this Local Agency Financing Contract are incorporated as part of this Local Agency Financing Contract by this reference. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C. That Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on that Certificate is sufficient to bind the Local Agency under this Local Agency Financing Contract with respect to any of the undertakings contemplated herein.

Section 1.3 Performance by Representatives. Any authority granted or duty imposed upon the State hereunder may be undertaken and performed by the State Treasurer or the Treasurer Representative. Any authority or duty imposed upon the Local Agency hereunder may be undertaken and performed by the Authorized Agency Representative.

Section 1.4 Installment Sale and Purchase of Property. The State agrees to sell to the Local Agency, and the Local Agency agrees to purchase from the State, all of the State's right, title and interest in and to the Property and all proceeds and profits from the Property, subject to the security interest granted pursuant to Section 2.4.

Section 1.5 Agency Installment Payments. In consideration of the sale of the Property and the covenants and agreements of the State in this Local Agency Financing Contract, the Local Agency promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D, consisting of an Agency Principal Component and/or an Agency Interest Component as set forth

in Exhibit D; and (b) all Additional Costs incurred by the State in connection with the sale of the Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series Agreements, within 30 days following receipt of an invoice from the State that includes (i) a brief description of each Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.6 Term. The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 hereof.

ARTICLE II SALE AND PURCHASE OF PROPERTY

Section 2.1 Local Agency Financing Contract Consolidated with Master Financing Contract. The Local Agency acknowledges that the State Treasurer, acting on behalf of the State Finance Committee, has consolidated this Local Agency Financing Contract with the Master Financing Contract pursuant to RCW 39.94.030(1)(a).

Section 2.2 Appointment as Agent; Acquisition of Property; Revision and Substitution of Property.

(a) *Appointment as Agent*. The Local Agency accepts its appointment in the Master Financing Contract as agent of the Corporation in connection with the acquisition of the Property, and acknowledges that such appointment is irrevocable and shall not be terminated by any act of the Local Agency, the State Treasurer or otherwise.

(b) *Acquisition of Property*. The Local Agency agrees that (i) it has caused or will cause the Property to be acquired, as agent for the Corporation, with all reasonable dispatch; (ii) it will negotiate or call for bids for the purchase of the Property in accordance with the requirements and limitations, if any, imposed by State or local law with respect to the purchase of such Property by such Local Agency; (iii) it will make, execute, acknowledge and deliver any contracts, agreements, orders, receipts, documents, writings or instructions with or to any Person and do all other things that may be necessary or desirable to acquire the Property; and (iv) it will pay or cause to be paid the Costs of Acquisition of the Property from funds available to it pursuant to this Local Agency Financing Contract and the Master Financing Contract. The Local Agency shall file requisitions with the State Treasurer for the Acquisition Costs of the Property or reimbursement therefor in such form as the State Treasurer shall reasonably require. Neither the Corporation nor the State shall have any responsibility, liability or obligation with respect to the selection or procurement of any of the Property.

(c) *Revision and Substitution of Property*. The Local Agency, with the prior written consent of the State Treasurer, may revise any item of Property to be financed or refinanced and acquired pursuant hereto, or the description thereof; *provided*, that (i) such item of Property as so revised shall satisfy the requirements under this Local Agency Financing Contract and the Master Financing Contract with respect to the substitution of Property previously acquired; (ii) the Costs of Acquisition of such item of Property shall not be materially reduced thereby; and

(iii) any such revision shall not relieve the Local Agency of its obligation to acquire the Property in accordance herewith and with the Master Financing Contract.

After acquisition of an item of Property, the Local Agency, with the prior written consent of the State Treasurer as agent for the Corporation, may substitute for an item of Property acquired pursuant to this Local Agency Financing Contract other personal property by filing with the State Treasurer a certificate of the Local Agency stating that such substitute Property (i) has a remaining useful life equal to or greater than the Property for which it is being substituted; (ii) has a fair market value equal to or greater than the fair market value of the item of Property for which it is being substituted; (iii) is free and clear of all liens and encumbrances except a first priority security interest in favor of the Corporation under the Master Financing Contract; (iv) is essential to the Local Agency's ability to carry out its governmental functions and responsibilities; and (v) is expected to be used by such Local Agency for the term of this Local Agency Financing Contract. The State Treasurer's consent to any such substitution as agent for the Corporation will be conditioned upon receipt by the State Treasurer of an Opinion of Counsel to the effect that such substitution will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code. The State Treasurer also may require the Local Agency to reimburse the State Treasurer for all costs incurred, if any, to obtain such Opinion of Counsel.

(d) *Payment for Property if Acquisition Fund Not Sufficient.* If money in the Acquisition Fund allocable to the Local Agency is not sufficient to pay the Acquisition Costs of the Property in full, the Local Agency shall cause the Acquisition Costs of such Property in excess of the allocable amount in the Acquisition Fund to be paid from other money of such Local Agency. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund makes any representation or warranty, either express or implied, that the money which will be deposited into the Acquisition Fund allocable to the Local Agency will be sufficient to pay the Acquisition Costs of the Property. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund shall have any obligation or liability for the payment of the Acquisition Costs of the Property other than from the proceeds of the Certificates and any other amounts that may be provided by the Local Agency. If the Local Agency shall pay or cause the payment of any Acquisition Costs in excess of the allocable amounts in the Acquisition Fund available for such purpose from other funds, the Local Agency shall not be entitled to any reimbursement from the Corporation or the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund for such payments, nor shall the Local Agency be entitled to any diminution, reduction, abatement, postponement, counterclaim, defense or set-off of the Agency Installment Payments, Additional Costs or other amounts otherwise required to be paid hereunder.

Section 2.3 Title to the Property. All right, title and interest in and to the Property shall transfer to and be vested in the Local Agency from the State without any further action by the Local Agency or the State immediately upon the acquisition thereof by the Local Agency as agent for the Corporation or reimbursement to the Local Agency for the Acquisition Costs thereof; provided, that the State and the Local Agency shall take such action and execute such documents (including without limitation bills of sale and other title documents) as may be

deemed necessary or desirable by the State or the Local Agency to evidence and confirm such transfer of title pursuant to this Local Agency Financing Contract.

The State assigns to the Local Agency during the term hereof, for so long as no Agency Event of Default, Event of Default or other event permitting termination of this Local Agency Financing Contract has occurred and is continuing hereunder, all representations, warranties and guaranties, if any, express or implied, with respect to the Property from the manufacturers, suppliers and vendors thereof, subject, however, to a reservation by the State and the Corporation of a right to independently enforce such warranties and guaranties.

Title to any and all additions, modifications, improvements, repairs or replacements to the Property shall be vested in the Local Agency, subject to the security interest of the Corporation until payment of all amounts due and owing with respect to such Property under this Local Agency Financing Contract.

Any Property constituting a motor vehicle subject to registration with the State Department of Licensing shall be registered with the Local Agency as the registered and legal owner thereof.

Section 2.4 Security Interests.

(a) *State Security Interest.* In order to secure the payment and performance by the State of its obligations under the Master Financing Contract, the State has granted to the Corporation a lien on and security interest in all right, title and interest of the State, whether now owned or hereafter acquired, in and to the Property and this Local Agency Financing Contract, including without limitation the Agency Installment Payments and all proceeds thereof. The Local Agency agrees to such grant and that its right, title and interest in and to the Property is subject to such first priority lien and security interest.

(b) *Local Agency Security Interest.* In order to secure the payment and performance by the Local Agency of its obligations under this Local Agency Financing Contract, the Local Agency grants to the Corporation a lien on and security interest in all right, title and interest of the Local Agency, whether now owned or hereafter acquired, in and to the Property. Accordingly, this Local Agency Financing Contract constitutes a security agreement. The Local Agency acknowledges and agrees that each provision of this Local Agency Financing Contract is also a provision of the security agreement.

If required by the Corporation, the Local Agency will execute and deliver to the Trustee such security agreements, financing statements and/or other instruments covering the Property and all accessions thereto.

Section 2.5 Disclaimer of Warranties. The Local Agency acknowledges and agrees that the Property is of a nature, size, design and capacity selected by the Local Agency pursuant to its own specifications, and not by the State or the Corporation, and that neither the State nor the Corporation is a manufacturer, supplier or a vendor of such Property.

The Corporation makes no warranty or representation, either express or implied, and assumes no responsibility, liability or obligation, as to the value, design, condition,

merchantability or fitness for a particular purpose or fitness for use of the Property, or as to the title thereto, or for the enforcement of the manufacturers', suppliers' or vendors' representations or warranties or guaranties, or any other representation or warranty with respect to the Property. In no event shall the Corporation be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Local Agency Financing Contract or the use by the Local Agency of the Property.

ARTICLE III
AGENCY INSTALLMENT PAYMENTS; CONDITIONAL PAYMENT BY STATE;
FULL FAITH AND CREDIT OBLIGATION

Section 3.1 Agency Installment Payments. Each Agency Installment Payment shall consist of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D to this Local Agency Financing Contract. Interest shall accrue and be calculated as determined by the State Treasurer, which determination shall be binding and conclusive against the Local Agency absent manifest error. Each Agency Installment Payment shall be paid to or upon the order of the State Treasurer by electronic funds transfer (or by other means acceptable to the State Treasurer) in lawful money of the United States of America at such place as the State Treasurer shall direct in writing not less than 10 Business Days prior to the Agency Installment Payment Date. Payments of Additional Costs shall be made to or upon the order of the State Treasurer. Each Agency Installment Payment shall be applied first to the Agency Interest Component, and then to the Agency Principal Component.

Section 3.2 Sources of Payment of Agency Installment Payments.

(a) *Local Agency Financing Contract.* The Local Agency acknowledges and agrees that the State is acquiring the Property from the Corporation for and on behalf of the Local Agency. Concurrently with the execution hereof, the State shall execute and deliver the Master Financing Contract pursuant to which the State agrees to make Installment Payments for the acquisition of the Property for and on behalf of the Local Agency, at such times and in such amounts as provided therein, which will be sufficient in the aggregate to pay the Purchase Price of the Property to be acquired by the State for and on behalf of the Local Agency, and interest thereon. The Local Agency pledges its full faith and credit to make the Agency Installment Payments that are required to be paid under this Local Agency Financing Contract.

Installment Payments allocable to the Purchase Price of the Local Agency Property and interest thereon shall be payable by the State solely from Agency Installment Payments to be made by the respective Local Agencies, including the Local Agency, except as otherwise provided in Sections 3.2(c) and 3.2(d) of the Master Financing Contract and Sections 3.2(b) and 3.2(c) of this Local Agency Financing Contract.

(b) *Intercept of Local Agency Share of State Revenues.* In the event that the Local Agency fails to make any payment due under this Local Agency Financing Contract, pursuant to RCW 39.94.030(1), the State Treasurer shall withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to the Local Agency; but (i) only if the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State

law, and (ii) only to the extent the Local Agency is otherwise entitled to receive such share of State revenues or other amounts. Such withholding shall continue until all such delinquent payments have been made. Amounts withheld by the State Treasurer pursuant to this Section 3.2(b) shall be applied to make any such payment due under this Local Agency Financing Contract on behalf of the Local Agency, or to reimburse the State for any such payment made pursuant to Section 3.2(c). The Local Agency authorizes, approves and consents to any such withholding.

(c) *Conditional Payment of Local Agency Installment Payments.* Upon the failure of the Local Agency to make any Agency Installment Payment at such time and in such amount as required pursuant to this Local Agency Financing Contract, the State shall, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Installment Payment Fund (established under the Master Financing Contract) on behalf of such Local Agency within 15 Business Days after such Agency Installment Payment Date. The Local Agency shall reimburse the State for such payments made on its behalf immediately thereafter and in any case not later than 10 Business Days after such Agency Installment Payment Date, together with interest thereon at a rate equal to the State Reimbursement Rate. Anything herein to the contrary notwithstanding, failure of the Local Agency to reimburse the State for any such payment shall not constitute an Agency Event of Default, but the State may institute such legal action and pursue such other remedies against the Local Agency as the State deems necessary or desirable, including, but not limited to, actions for specific performance, injunction and/or the recovery of damages.

(d) *Payments by Local Agency Treasurer.* The treasurer of the Local Agency shall establish and/or maintain a special fund in the "bonds payable" category of accounts of the Local Agency for the purposes of paying the Local Agency's Agency Installment Payments and Additional Costs. The treasurer of the Local Agency shall remit each Agency Installment Payment to the State on each Agency Installment Payment Date and any Additional Costs when due hereunder from any legally available funds of the Local Agency.

Section 3.3 No Set-Off. The obligation of the Local Agency to make Agency Installment Payments from the sources set forth herein and to perform its other obligations hereunder shall be absolute and unconditional. The Local Agency shall make Agency Installment Payments as and when the same shall become due without diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against or among the State, the Corporation, the Trustee, any Agency, and/or any other Person, or for any other reason; *provided*, that nothing in this Section 3.3 shall be construed to release or excuse the State from the observance or performance of its obligations hereunder.

Section 3.4 Assignments by the Corporation. The Local Agency acknowledges and agrees that, concurrently with the execution and delivery of this Local Agency Financing Contract, the Corporation will unconditionally assign to the Trustee pursuant to the Master Assignment, without recourse, (i) all of its rights to receive the Installment Payments under the Master Financing Contract, (ii) all of its remaining right, title and interest in, to and under the Master Financing Contract and this Local Agency Financing Contract, and in and to the Property (including any security interest therein), in consideration for the payment by the Trustee to the

State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates. The State and the Corporation have acknowledged and agreed that such assignment by the Corporation is intended to be a true sale of the Corporation's right, title and interest, and that upon such assignment the Corporation shall cease to have any rights or obligations under the Master Financing Contract or with respect to the Property, and the Trustee shall thereafter have all the rights and obligations of the Corporation under the Master Financing Contract as if the Trustee had been the original party thereto. Except where the context otherwise requires, every reference in the Master Financing Contract and this Local Agency Financing Contract to the Corporation shall be deemed to be a reference to the Trustee in its capacity as assignee of the Corporation.

ARTICLE IV OPTIONAL PREPAYMENT OF AGENCY INSTALLMENT PAYMENTS

Section 4.1 Optional Prepayment.

(a) The Local Agency may, at its option and upon approval of the State Treasurer, prepay its Agency Installment Payments then unpaid, in whole or in part on any date, by causing to be deposited with the State Treasurer money and/or Government Obligations in an amount sufficient for the State to provide for the payment or defeasance of the portion of its Installment Payments corresponding thereto in accordance with Section 4.1(a) or 4.1(b), respectively, of the Master Financing Contract, and to pay any Additional Costs in connection therewith.

(b) The Local Agency shall provide the State Treasurer with not less than 60 days' prior written notice of its intention to prepay any of its Agency Installment Payments, which notice shall specify the date of the date of such prepayment, and the amount and the Agency Installment Payment Dates of the Agency Installment Payments to be prepaid. The State Treasurer shall notify the Local Agency within 15 Business Days after receipt of such notice from the Local Agency as to the amount required to be paid in connection with such prepayment or provision for payment of the corresponding Installment Payments, including any Additional Costs in connection therewith. The determination by the State Treasurer of the amount to be paid by the Local Agency shall be binding and conclusive against such Local Agency, absent manifest error.

Section 4.2 Revision of Agency Installment Payments upon Optional Prepayment. The Agency Principal Component and Agency Interest Component of the Agency Installment Payment due on each Agency Installment Payment Date on and after the date of any prepayment pursuant to Section 4.1, as set forth in Exhibit D, shall be reduced by the State Treasurer to reflect such prepayment, in such amounts and on such Agency Installment Payment Dates as the Local Agency shall elect in its written notice to the State Treasurer, pursuant to Section 4.1(b).

Section 4.3 Discharge of Local Agency Financing Contract. All right, title and interest of the State and all obligations of the Local Agency under this Local Agency Financing Contract shall terminate and be completely discharged and satisfied (except for the right of the State and the Corporation and the obligation of the Local Agency to have the money and

Government Obligations set aside applied pursuant to Section 4.3(b) to make the remaining Agency Installment Payments) when either:

(a) all Agency Installment Payments and all Additional Costs and other amounts due hereunder have been paid in accordance herewith; or

(b) (i) the Local Agency shall have delivered a written notice to the State Treasurer of its intention to prepay all of the Agency Installment Payments remaining unpaid; (ii) the Local Agency shall have caused to be deposited with the State Treasurer (A) money and/or Government Obligations in accordance with Section 4.1; and (B) an Opinion of Counsel to the effect that such actions are permitted under this Local Agency Financing Contract, the Master Financing Contract and the Trust Agreement and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and (iii) for so long as any Agency Installment Payments remain unpaid, provision shall have been made satisfactory to the Corporation for payment of all Additional Costs.

ARTICLE V REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Section 5.1 Representations and Warranties of the Local Agency. The Local Agency represents and warrants as follows:

(a) The Local Agency is an "other agency" within the meaning of the Act, duly organized and validly existing under the Constitution and laws of the State.

(b) The Local Agency is authorized under the laws of the State and its charter or other constituent document, if any, to enter into and perform its obligations under this Local Agency Financing Contract.

(c) Neither the execution and delivery by the Local Agency of this Local Agency Financing Contract, nor the observance and performance of its terms and conditions, nor the consummation of the transactions contemplated by it, conflicts with or constitutes a breach of or default under any agreement or instrument to which the Local Agency is a party or by which the Local Agency or its property is bound, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon the Property, except as expressly provided in this Local Agency Financing Contract and the Master Financing Contract.

(d) The Local Agency has duly authorized, executed and delivered this Local Agency Financing Contract.

(e) This Local Agency Financing Contract constitutes valid and binding general obligation indebtedness of the Local Agency, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally, to the application of equitable principles, and to the exercise of judicial discretion in appropriate cases.

(f) The Property to be financed and acquired pursuant to this Local Agency Financing Contract is essential to the Local Agency's ability to carry out its governmental functions and responsibilities, and the Local Agency expects to make immediate and continuing use of the Property during the term of this Local Agency Financing Contract.

(g) The useful life of the Property is equal to or exceeds the term of this Local Agency Financing Contract.

(h) The obligations of the Local Agency under this Local Agency Financing Contract, together with all other outstanding indebtedness of the Local Agency, do not exceed any statutory or constitutional debt limit applicable to the Local Agency.

(i) The Local Agency makes no representation or warranty regarding the perfection of any security interest in the Property, the Master Financing Contract or this Local Agency Financing Contract for the benefit of the Corporation.

Section 5.2 Covenants and Agreements of the Local Agency. The Local Agency covenants and agrees as follows:

(a) *Preservation of Existence.* The Local Agency will do or cause to be done all things necessary to preserve its existence as an "other agency" within the meaning of the Act.

(b) *Budget.* The Local Agency shall take such action as may be necessary to include all the Agency Installment Payments and Additional Costs due hereunder in its annual budget and to make the necessary annual appropriations for all such Agency Installment Payments and Additional Costs.

(c) *Levy of Taxes.* If and to the extent authorized by law, the Local Agency covenants that it will levy taxes in such amounts and at such times as shall be necessary, within and as a part of the tax levy, if any, permitted to be made by the Local Agency without a vote of its electors, to provide funds, together with other legally available money, sufficient to make the Agency Installment Payments and the other payments required under this Local Agency Financing Contract.

(d) *Notice of Nonpayment.* The Local Agency shall give written notice to the State Treasurer and the Corporation prior to any Agency Installment Payment Date if the Local Agency knows prior to such date that it will be unable to make all or any portion of the Agency Installment Payment due on such date.

(e) *Tax Exemption.* The Local Agency shall not make any use of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code. The Local Agency shall not use or permit the use of the Property or any part thereof by any Person other than a "governmental unit" as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Installment Payments under Section 103 of the Code. The Local Agency shall not make any use

of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code, or "private activity bonds" within the meaning of Section 141 of the Code, or "hedge bonds" within the meaning of Section 149 of the Code. To that end, for so long as any Agency Installment Payments remain unpaid, the Local Agency, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated thereunder. The Local Agency will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Installment Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no action that would result in such interest being so included. The Local Agency shall comply with the applicable provisions of the Tax Certificate.

(f) *No Liens; Sale or Disposal; or Assignment.* The Local Agency shall not create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, except the rights of the Corporation as provided herein and in the Master Financing Contract. The Local Agency shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Local Agency shall not grant, sell, transfer, assign, pledge, convey or otherwise dispose of any of the Property or any interest therein during the term of this Local Agency Financing Contract, and any such attempted grant, sale, transfer, assignment, pledge, conveyance or disposal shall be void. The Local Agency may not grant, sell, assign, transfer, convey, pledge, hypothecate or grant any security interest in any of its right, title or interest in, to or under this Local Agency Financing Contract. Any attempted grant, sale, assignment, conveyance, pledge, hypothecation or security interest shall be void.

(g) *Performance.* The Local Agency shall punctually pay the Agency Installment Payments and any Additional Costs in conformity with the terms and provisions hereof, and will faithfully observe and perform all the covenants, terms and other obligations contained herein required to be observed and performed by the Local Agency. The Local Agency will not suffer or permit any default to occur hereunder, or do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted, or any such omission or refraining from doing anything, would or might be grounds for termination of this Local Agency Financing Contract. The Local Agency will not terminate this Local Agency Financing Contract for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Property, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of the State, or any failure by the State or the Corporation to observe or perform any covenant, agreement, term, condition or other obligation contained herein or in the Master Financing Contract required to be observed and performed by it, whether express or implied, or the bankruptcy, insolvency, liquidation or reorganization of the Corporation.

(h) *Further Assurances.* The Local Agency will preserve and protect the rights of the State hereunder, and will warrant and defend such rights against all claims and demands of all Persons. The Local Agency will promptly execute, make, deliver, file and record any and all

further assurances, instruments and agreements, and do or cause to be done such other and further things, as may be necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming to the State the rights and benefits provided to it hereunder.

(i) *Use of Property.* During the term of this Local Agency Financing Contract, the Local Agency will use the Property for the purposes of performing one or more of its essential governmental functions or responsibilities. The Local Agency will not permit the Property to be used or operated other than by authorized employees, agents and contractors of the Local Agency.

(j) *Financial Statements.* The Local Agency shall prepare annual financial statements and obtain audits thereof as required by law. Upon the Written Request of the State Treasurer, the Local Agency shall provide the State Treasurer with a copy of its most recent audited and unaudited financial statements.

(k) *Use; Repairs.* For so long as the Local Agency is in possession of the Property, the Local Agency shall be solely responsible for the maintenance and repair, both ordinary and extraordinary, of the Property. The Local Agency will (i) keep and maintain the Property in good repair, working order and condition, and protect the same from deterioration other than normal wear and tear; (ii) cause the Property to be used within its normal capacity, in the manner contemplated by the manufacturer's specification, and in compliance with the requirements of applicable laws, ordinances and regulations, the requirements of any warranties applicable thereto, and the requirements of any insurance or self-insurance program required under Section 5.2(p); (iii) cause the Property to be used and operated by or under the direction of competent persons only, and obtain all registrations, permits and licenses, if any, required by law for the operation of the Property; and (iv) will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Property. The Local Agency, at its expense, will furnish all parts, mechanisms and devices required to operate and maintain the Property.

(l) *Alterations.* The Local Agency will not make any alterations, additions or improvements to the Property without the prior written consent of the State Treasurer unless such alterations, additions or improvements (i) maintain or increase the value of the Property; or (ii) may be readily removed without damage to the Property. All such alterations, additions or improvements shall be deemed to be a part of the Property and shall be subject to the terms and provisions of this Local Agency Financing Contract.

(m) *Location; Inspection.* The Property will be located within the State. The Corporation will be entitled to inspect the Property during regular business hours upon at least one Business Day's prior notice. The Local Agency acknowledges, and consents and agrees to, the right of the Corporation to so inspect the Property.

(n) *Impositions and Charges.* If during the term of this Local Agency Financing Contract, any Imposition is imposed or incurred in connection with the sale and purchase of the Property by the Corporation to the State, or by the State to the Local Agency, or the ownership, operation, possession or use of the Property by the Corporation, the State or the Local Agency,

or the payment of the Agency Installment Payments by the Local Agency, or the payment of the Installment Payments payable therefrom by the State, or any fines, penalties or interest imposed on or with respect to any of the foregoing, the Local Agency shall pay all such Impositions and charges when due. The Local Agency at its own expense may contest any such Impositions and charges until it obtains a final administrative or judicial determination with respect thereto, unless the Property is encumbered by any levy, lien or any other type of encumbrance because of the Local Agency's failure to pay such Impositions or charges. If the State or the Corporation pays any such Impositions or charges for which the Local Agency is responsible or liable hereunder, the Local Agency shall reimburse the State or the Corporation, as applicable, therefor as Additional Costs hereunder. The Local Agency shall hold harmless the State and the Corporation from and against all such Impositions and charges during the term of this Local Agency Financing Contract.

(o) *Risk of Loss; Damage; Destruction; Condemnation.* The Local Agency assumes all risk of loss of or damage to the Property from any cause whatsoever, and the obligation of the Local Agency to pay the Agency Installment Payments or to perform any other obligation under this Local Agency Financing Contract shall in no way be released, discharged or otherwise affected for any reason, including without limitation (i) any defect in the condition, quality or fitness for use of, or title to, any portion of the Property, or (ii) any damage to, or abandonment, destruction, requisition, condemnation or taking of any portion of the Property. In the event of damage to any item of the Property, the Local Agency will immediately place the same in good repair, working order and condition as required by Section 5.2(k) hereof. If the Local Agency determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, the Local Agency will prepay all of its obligations for Agency Installment Payments and terminate its obligations hereunder in accordance with Section 4.3(b) hereof.

(p) *Insurance.*

(i) The Local Agency shall maintain, or cause to be maintained, in full force and effect, comprehensive general liability insurance with respect to the Property in such amounts as may be reasonably determined by the Local Agency from time to time but in any event not less than \$1,000,000 per occurrence, or such greater amount as the State Treasurer may reasonably require from time to time. Such insurance may be carried under a blanket policy with umbrella coverage. Such insurance shall cover any and all liability of the Local Agency and its officials, officers, employees and volunteers. Such insurance shall include (A) coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom; and (B) comprehensive property damage insurance.

(ii) The Local Agency shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance with respect to the Property in such amounts and covering such risks as the Local Agency may reasonably determine from time to time but in any event not less than the aggregate amount of the Agency Principal Components of Agency Installment Payments due hereunder which remain unpaid. Such insurance may be carried under a policy or policies covering other property of the Local Agency. In the alternative, the Local Agency may assume financial responsibility for any physical damage to and/or loss of the Property; *provided, however*, that if the Local

Agency elects this option, the Local Agency hereby covenants and agrees that it will promptly repair or replace the Property promptly upon any loss or damage thereto.

(iii) The insurance required under paragraphs (i) and (ii) above: (A) shall be provided by a financially responsible insurance company authorized to do business in the State; (B) shall name the State and the Trustee as additional insureds thereunder; (C) shall provide that the same may not be canceled or given notice of non-renewal, nor shall the terms of conditions thereof be altered, amended or modified, without at least 45 days' prior written notice being given by the insurer to the State Treasurer; and (D) may be provided in whole or in part through a funded program of self-insurance reviewed at least annually by an insurance actuary.

(iv) A certificate of insurance with respect to the required coverages shall be provided by the Local Agency to the State Treasurer annually on or prior to December 1 with respect to any required insurance maintained pursuant hereto.

(v) The Local Agency will pay or cause to be paid when due the premiums for all insurance policies required by this Section 5.2(p).

ARTICLE VI EVENTS OF DEFAULT; REMEDIES

Section 6.1 Agency Event of Default. Each of the following shall constitute an "Agency Event of Default" hereunder:

(a) Failure by the Local Agency to pay or cause to be paid any Agency Installment Payment required to be paid hereunder within 10 Business Days of the respective Agency Installment Payment Date;

(b) Failure by the Local Agency to observe or perform any covenant, agreement, term or condition on its part to be observed or performed hereunder, other than as set forth in paragraph (a) above, for a period of 30 days after written notice from the State Treasurer or the Trustee to the Local Agency specifying such failure and requesting that it be remedied; *provided, however*, that such period shall be extended for not more than 60 days if such failure cannot be corrected within such period, and the corrective action is commenced by the Local Agency within such period and diligently pursued until the failure is corrected;

(c) If any statement, representation, or warranty made by the Local Agency in this Local Agency Financing Contract or in any writing delivered by the Local Agency pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; and

(d) Inability of the Local Agency to generally pay its debts as such debts become due, or admission by the Local Agency in writing of its inability to pay its debts generally or the making by the Local Agency of a general assignment for the benefit of creditors, or the institution of any proceeding by or against the Local Agency seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, reimbursement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for

appointment of a receiver, trustee, or other similar officer of it or any substantial part of its property, or the taking of any action by the Local Agency to authorize any of the actions set forth above in this Section 6.1(d).

Notwithstanding the foregoing provisions of this Section 6.1, if by reason of *force majeure* the Local Agency is unable in whole or in part to carry out the covenants, agreements, terms and conditions on its part contained in this Local Agency Financing Contract, the Local Agency shall not be deemed in default during the continuance of such inability. The term "*force majeure*" means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the Local Agency.

The State, with the prior written consent of the Corporation, may, at its election, waive any default or Agency Event of Default and its consequences hereunder and annul any notice thereof by written notice to the Local Agency to such effect, and thereupon the respective rights of the Parties hereunder shall be as they would have been if such default or Agency Event of Default had not occurred.

Section 6.2 Rights of State Upon Agency Event of Default. Whenever an Agency Event of Default hereunder shall have occurred and be continuing, the State shall have the following rights and may exercise any one or more of the following remedies:

(a) By written notice to the Local Agency, require that the Local Agency promptly return possession and use of the Property to the State at any location specified in the United States (at the cost and expense of the Local Agency) in good repair, working order and condition, ordinary wear and tear excepted;

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the Agency Installment Payments then due and thereafter becoming due, or to enforce the observance or performance of any covenant, agreement or obligation of the Local Agency under this Local Agency Financing Contract;

(c) Exercise any other rights or remedies it may have hereunder or under applicable law; and

(d) Decline to execute any future financing contract on behalf of the Local Agency under the Act.

Section 6.3 No Remedy Exclusive; Non-Waiver. No remedy conferred upon or reserved to the State hereunder or under applicable law is intended to or shall be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Local Agency Financing Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or remedy accruing upon a default or an Agency Event of Default hereunder shall impair any such right or remedy or shall be construed to be a waiver of

such default or Agency Event of Default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the State hereunder, it shall not be necessary to give any notice, other than such notice as may be required hereunder. A waiver by the State of any default or Agency Event of Default hereunder shall not constitute a waiver of any subsequent default or Agency Event of Default hereunder, and shall not affect or impair the rights or remedies of the State in connection with any such subsequent default or Agency Event of Default.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Indemnification of State and the Corporation. To the extent permitted by law, the Local Agency hereby releases the State and the Corporation from, agrees that the State and the Corporation shall not be liable for, and agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from, any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever arising out of the ownership or operation of the Property or the acquisition, financing or refinancing thereof. The Local Agency agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from any losses, costs, charges, expenses (including reasonable attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transactions contemplated by this Local Agency Financing Contract or the exercise of rights or the performance of duties of the State or the Corporation under this Local Agency Financing Contract, the Master Financing Contract or the other Series Agreements to which each of them is a Party, except to the extent caused by the gross negligence or willful misconduct of such indemnified party. The indemnification provided in this Section 7.1 shall survive the final payment of the Agency Installment Payments and the termination of this Local Agency Financing Contract for any reason.

Section 7.2 Third Party Beneficiaries. The Corporation and the Trustee, as assignee of the Corporation, shall be third party beneficiaries of this Local Agency Financing Contract.

Transaction No. _____

Section 7.3 Notices to Agency. The notice address for the Local Agency shall be as set forth in the Notice of Intent.

STATE:

STATE OF WASHINGTON OFFICE OF THE
STATE TREASURER

By _____
Treasurer Representative

LOCAL AGENCY:

City of Goldendale

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

EXHIBIT A
NOTICE OF INTENT

[attached]

Notice of Intent

State of Washington LOCAL PROGRAM

Local Agency Information

Legal Name: City of Goldendale

County: Klickitat

Address: 1103 South Columbus Avenue

Contact Person: Larry Bellamy

Phone: (509) 773-3771

E-mail: kenyeart@ci.goldendale.wa.us

MCAG No.:

Zip: 98620

Title: City Administrator

Fax: (509) 773-9171

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): Utility Service Trucks

Purpose of property (Please be specific and include dept. of use): Public Works service - Public Works Department

Total cost: \$ 200,000

Maximum amount to finance: \$ 200,000

Finance term: 5 years

Useful life: 10 years

Desired financing date: October 1, 2018

If **real estate**, the Real Estate Worksheet: ☐ Is attached ☐ Will be provided by (date):

If **equipment**, select how the property purchase price will be paid:

☐ Reimbursement to Local Agency. *If expenditures are made prior to the COP closing date, a Reimbursement Resolution will be required with your financing documents. To comply with IRS requirements, expenditures made more than 60 days prior to the date of the resolution cannot be reimbursed.*

☒ Direct payment to vendor. *Confirm the vendor is registered in the Statewide Vendor System at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx> or call 360.407.8180.*

Security Pledge

☐ Voted general obligation of local government ☒ Non-voted general obligation of local government

Other Information

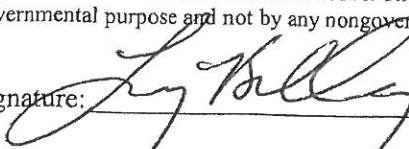
If any of the following apply, please provide a complete discussion on a separate page:

☐ Yes ☒ No Is the local agency a party to significant litigation?

☐ Yes ☒ No Has the agency received a bond rating in the last two years? If yes, bond rating(s):

(attach rating agency letter)

The Local Agency reasonably expects to be reimbursed for original expenditures made to acquire the personal/real property from sale proceeds of certificates of participation in a Personal/Real Property Financing Lease with the State Treasurer in the maximum amount expected to be financed as identified above. The Local Agency reasonably expects that the personal/real property will be used for its governmental purpose and not by any nongovernmental person for private business use.

Signature: 

Printed Name: Larry Bellamy

Date: 3/21/18

Title: City Administrator

EXHIBIT B
PERSONAL PROPERTY CERTIFICATE

[attached]

Personal Property Certificate

Name of Local Agency:	City of Goldendale
Address:	1103 South Columbus Avenue
	Goldendale, WA 98620

All capitalized terms not defined herein shall have the meanings assigned to such terms in the Local Agency Financing Contract that this Exhibit B is attached to. The undersigned, Larry Bellamy, does hereby certify that he is an Authorized Agency Representative of City of Goldendale (the "Local Agency") pursuant to the terms of the Local Agency Financing Contract.

The undersigned, confirms that the Property described below will be placed in use at the location listed below. The undersigned confirms that the Property described below has been delivered to and received by the Local Agency. All installation or other work necessary prior to the use thereof has been completed. The Property has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the Local Agency and complies with all terms of the Master Financing Contract and the Local Agency Financing Contract.

Notwithstanding the foregoing, the undersigned does not waive or limit, by execution of this certificate, any claim against the vendor or any other seller, installer, contractor or other provider of property or services related to the purchase, shipment, delivery, installation or maintenance of the Property.

The Local Agency further confirms that the Property will be used to fulfill an essential governmental function which the Local Agency has the authority to provide in the State.

PROPERTY INFORMATION

Description:	<u>2018 Ram 3500 Cab&Chassis 4WD</u>	Name of Vendor:	<u>Northsound Dwayne Lane</u>
	<u>2018 Ram 3500 Cab&Chassis 4WD</u>	Address:	<u>10515 Evergreen Way</u>
	<u>2018 Ram 3500 Cab&Chassis 4WD</u>		<u>Everett WA 98204</u>
	<u>2018 Ram 3500 Crew Cab 4WD</u>		
Serial No.:	<u></u>		
Tag No.:	<u></u>		
	<u></u>		
Location of Property Acquired:	<u>Everett, WA</u>		

INSTRUCTIONS TO STATE TREASURER FOR PAYMENT:

Disburse to:	<input checked="" type="checkbox"/> Vendor	<input type="checkbox"/> City	<input type="checkbox"/> County Treasurer	<input type="checkbox"/> Other
Entity Name:	<u>Northsound Dwayne Lane</u>			
Disbursement Amount:	<u>\$198,066</u>			
Method of Payment:	<input type="checkbox"/> ACH	<input type="checkbox"/> Wire	<input type="checkbox"/> Check	
ACH/Wire Instructions:	<u>N/A</u>			

Attached hereto are:

1. A vendor's invoice for the Property approved by the Local Agency.
2. A Certificate of Insurance, demonstrating liability insurance coverage and stating that insurance will be renewed annually automatically, unless said office notifies the State Treasurer of any discontinuation of coverage.

In connection with the Local Agency's acquisition of the Property as agent of the Washington Finance Officers Association, you are hereby requested to make a disbursement as indicated above.

Authorized Agency Representative
Date: _____

Countersigned and
Approved for Payment:

Designated State Treasurer Representative
Date: _____

EXHIBIT C

CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVES

[attached]

Certificate Designating Authorized Agency Representatives

I, Michael A. Canon, Mayor of City of Goldendale (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. 1483, the following individuals are each an "Authorized Agency Representative," as indicated by the title appended to each signature, that the following individuals are duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signatures set forth below are the true and genuine signatures of said Authorized Agency Representatives and that pursuant to such ordinance, 3 of the 3 following signatures are required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

(signature) Larry Bellamy City Administrator

(signature) Connie Byers City Clerk

(signature) Karl Enyeart Public Works Director

Dated this _____ day of _____, 20__.

Mayor
City of Goldendale

SUBSCRIBED AND SWORN TO before me this 18th day of June, 2018.

By: _____
NOTARY PUBLIC in and for the State of
Washington, residing at:

Printed Name: _____
My Commission Expires: _____

EXHIBIT D

SCHEDULE OF AGENCY INSTALLMENT PAYMENTS

[to be attached upon availability]