

AGENDA BILL: G1

AGENDA TITLE: APPLICATION FOR EKONE PARK

DATE: JULY 2, 2018

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION:

Jason and Esther Read made a presentation before the Event Committee to hold the 2nd Annual Burnout Contest at Ekone Park on the concrete slab on the east side of the park. This proposal is meant to take the place of the canceled Festival of Wheels. Last year the event had some good results and the Read's believe the Burnout Contest will grow. They are working with the Chamber of Commerce to provide special event insurance with the City of Goldendale as an additional insured. The primary event will occur on Saturday night, with set up on Friday and clean up on Sunday. Given that this event is the early stages of development the Read's are requesting a waiver on the park fees.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE THE USE OF EKONE PARK FOR THE BURNOUT CONTEST THE WEEKEND OF AUGUST 18TH AND TO WAIVE THE PARK FEES.

City of Goldendale Public Property Use Application

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

Facility requested: EKone Park Sector C

Applicant's Name: Esther Read

Applicant's Address: 525 East Broadway St.

Contact Phone: 509-250-0851

Intent: Burn out contest

Days/Dates: 8/18/18

Hours Requested: Fri night to Sun A/m
for set up & clean up

Give a brief statement of the proposed use of facilities: Burn out contest
with a toro wagon & cars to look at while waiting
for burn out contest to begin

Additional Requests: please Allow city to set up blocks & steel
plates on 8/17/18 or before
Also please flag off any sprinklers that will need to
drive around

Approved by the following;

City Administrator

Public Works Director

Public Safety Director

Clerk-Treasurer

Date Issued: _____

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

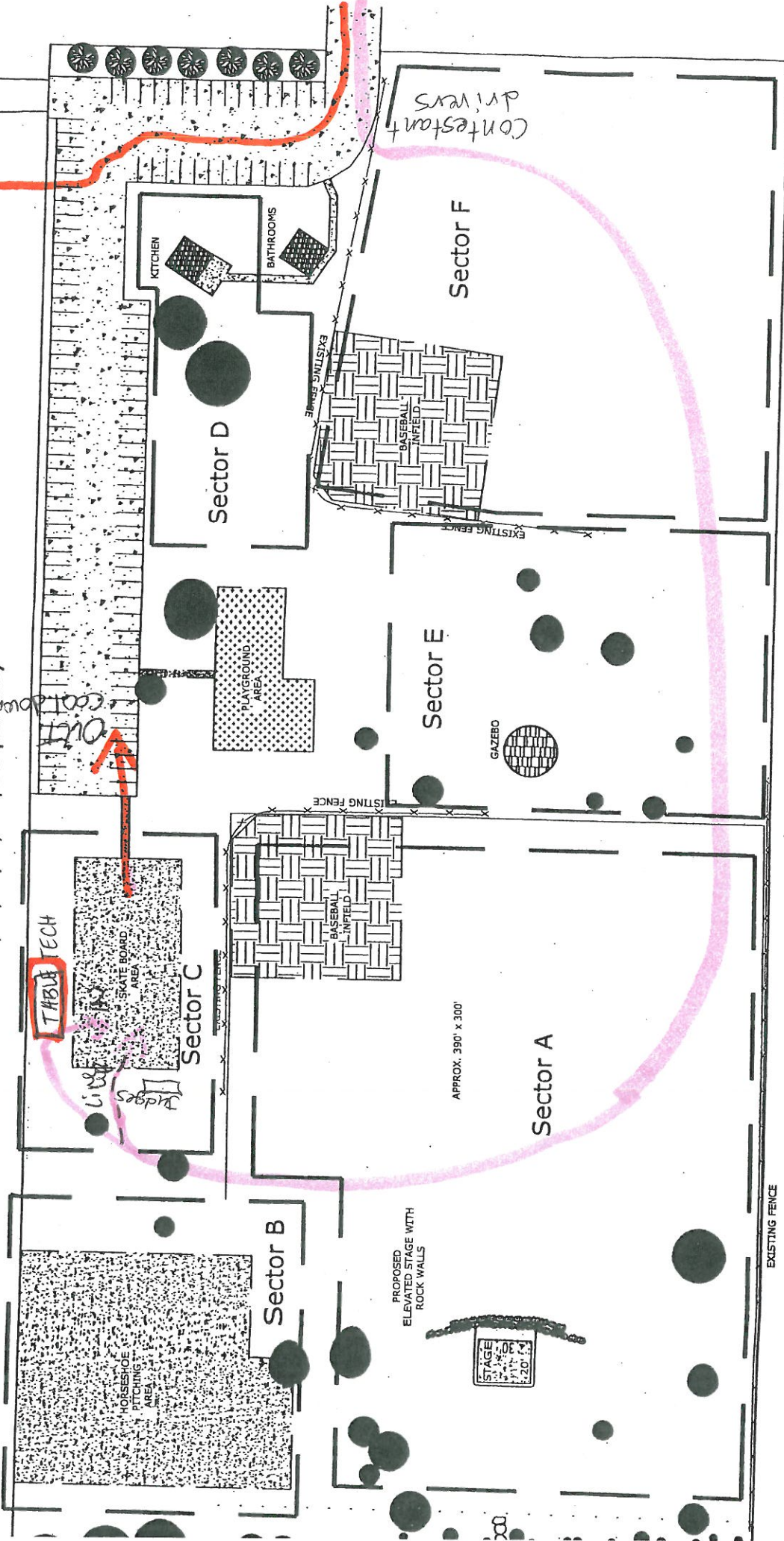
EKONE PARK

Rental Fees

Sector A \$150 per day

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

Spec. parking



AGENDA BILL: G2

AGENDA TITLE: APPLICATION FOR LODGING TAX \$1,000

DATE: JULY 2, 2018

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION:

At the same Event Committee meeting the Read's were encouraged to apply for funding from the lodging tax dollars for advertising their contest. The committee recommended they request \$1,000 (\$4,000 for Festival of Wheels minus the \$3,000 earmarked for the BMX Bike track plan).

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH THE READ'S IN AMOUNT NOT TO EXCEED \$1,000 FROM AVAILABLE LODGING TAX MONIES.



**City of Goldendale
2018 Tourism Promotion Funding Application**

Applicant Information	
Organization Name:	Burn out Kings
Organization Status:	<input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Agency <input checked="" type="checkbox"/> Cooperative Project
Project Title:	Burn out contest
Date of Event:	8/18/18
Amount of Funding Requested:	\$1000
Category:	<input type="checkbox"/> Tourism Promotion Activities <input type="checkbox"/> Tourism Related Facility/ Operation <input checked="" type="checkbox"/> Events/ Festivals
Address:	EKone Park
Website:	
Contact Person:	Esther Read
Contact Phone Number:	509-250-0851
E-mail:	goldendaleexhaust@yahoo.com
Signature:	Esther Read
Date Submitted:	6/19/18

Project Summary

Provide a Description of the Project Activity:

Bum out contest

How will requested funds be used for tourism promotion, marketing special events, acquisition of tourism-related facilities or operation of tourism-related facilities?

Advertising

In what way will the project/event/Visitor Information Center encourage spending at Klickitat County attractions and businesses? (Approximately 50 words or less)

We hope to bring in people from Portland, Tri Cities, Yakima & surrounding areas that will come & stay the night in our Hotels & eat out at the restaurants.

Required documentation that must be submitted with Funding Application:	"X" if enclosed
Proposed budget for project or organization (whichever is most applicable) (sample budget format attached)	
Balance Sheet for Organization	

Additional information about the Agency's project	Enter amount
Total amount anticipated to be spent on the project	\$3500
Estimated number of participants who will attend in the following categories: <i>unknown last yr was about 400</i>	
1. Staying overnight in paid accommodations away from their place of residence or business	100 to 200 ??
2. Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling fifty miles or more one way from their place of residence or business	100
3. Staying for the day only and traveling more than fifty miles or more one way from their place of residence or business	100
4. Attending but not included in one of the three categories above.	300
The estimated number of participants in any of the above categories that will attend from out-of-state.	100

<p>Please provide a description of methods the Agency will use to determine attendance and distinguish among the visitor categories.</p>
<p>count the number of contestants count the number of spectators</p>

AGENDA BILL: H1

AGENDA TITLE: ACCEPTING THE 2018 SOUTH COLUMBUS
OVERLAY PROJECT

DATE: JULY 2, 2018

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION:

See Karl Enyeart's attached memo

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

**I MOVE TO ADOPT RESOLUTION NO. 685 ACCEPTING THE 2018 SOUTH
COLUMBUS OVERLAY PROJECT.**

**CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON**

RESOLUTION NO. 685

**IN THE MATTER OF ACCEPTANCE OF THE WORK DONE BY CENTRAL
WASHINGTON ASPHALT, INC ON THE 2018 SOUTH COLUMBUS OVERLAY
PROJECT**

WHEREAS, on the 31st day of May, 2018 the City Council of the City of Goldendale approved entry into a contract with Central Washington Asphalt, Inc, PO Box 939 Moses Lake, WA 98837 for construction of the South Columbus Overlay Project.

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

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

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

READ, APPROVED AND PASSED this 2nd day of July, 2018.

Michael Canon, Mayor

Attest:

Connie Byers, Clerk-Treasurer

Memo

To: Mayor and Council
From: Karl Enyeart, PE, Public Works Director
CC: Larry Bellamy, City Administrator
Date: 7/2/2018
Re: Acceptance of the South Columbus Overlay Project

The South Columbus Overlay Project has been completed according to the plans and specifications set forth in the contract with Central Washington Asphalt, Inc. Change Order #1 covers the costs for additional curb ramps that needed removed and replaced and the reconciliation of quantities for a reduction of \$11,575.41 to the contract amount. See the attached closeout forms.

I recommend approving Change Order #1 and the resolution for the acceptance of the South Columbus Overlay Project.

CHANGE ORDER NO. 1

OWNER: City of Goldendale
PROJECT: 2018 South Columbus Overlay Project

CONTRACTOR: Central Washington Asphalt, Inc., Washington Contractor's License No
CENTRWA181PG

JUSTIFICATION:

The amount for Change Order 1 reflects the changes in actual quantities constructed versus the original bid quantities. Additional demolition was required on a 6 curb ramps. Ramp grinding was removed from the contract.


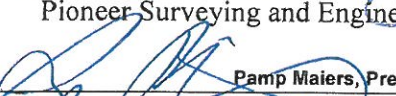
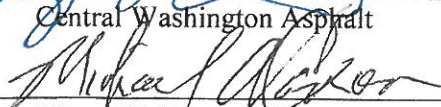
The following changes are hereby made to the Contract Documents:
Reconciliation between final pay estimate and the original contract amount.

Original Contract	\$ 467,999.00
Additional Demolition	\$ 5,850.00
Change Orders 1	\$ -17,425.41
Final Contract Total	\$ 456,423.59

CHANGE TO CONTRACT TIME: 0 days

FINAL COMPLETION DATE 5-31-18

APPROVALS:

 Pioneer Surveying and Engineering, Inc	6-12-18 Date
 Pamp Maier, President Central Washington Asphalt	06/12/2018 Date
 City of Goldendale	6-18-18 Date

CITY OF GOLDSBORO 2018
Columbus Overlay Project

Pay Estimate #1
COLUMBUS OVERLAY
Compiled 5/30/2018

5/7/2018
Prepared by: Pioneer Surveying & Engineering, Inc.
Prepared for: City of Goldsboro

Contract Days: 25.00
Contract Days in this Pay App: 0.00
Contract Days to Date: 0.00
Contract Days Remaining: 25.00

BASE BID - COLUMBUS OVERLAY

BID SCHEDULE 1 - BASE BID

Item No.	Description	Units	Quantity	Unit Price	Total Price	Previous	Current	Total	%Complete	Previous	Current	Total	%Complete
1	MOBILIZATION	LS	1	\$50,000.00	\$50,000.00			\$50,000.00	100.00%			\$50,000.00	100.00%
2	ADJUST COVERS TO GRADE (COMMON PROPOSAL)	EA	28	\$725.00	\$20,300.00			\$20,300.00	110.71%			\$22,475.00	110.71%
3	PAVEMENT GRINDING	SY	9880	\$25.194	\$250,000.00			\$250,000.00	100.00%			\$250,000.00	100.00%
4	COMMERCIAL HOT MIX ASPHALT	TN	1850	\$90.00	\$166,500.00			\$166,500.00	87.90%			\$194,000.00	87.90%
5	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00			\$25,000.00	100.00%			\$25,000.00	100.00%
6	PAINTED 4 INCH DOUBLE CENTERLINE	LF	400	\$22.25	\$8,900.00			\$8,900.00	100.00%			\$8,900.00	100.00%
7	PAINTED 4 INCH TWO-WAY LEFT-TURN CENTERLINE	LF	4586	\$30.55	\$139,103.00			\$139,103.00	100.00%			\$139,103.00	100.00%
8	RAMP GRINDING	EA	6	\$500.00	\$3,000.00			\$3,000.00	0.00%			\$3,000.00	0.00%
9	CONCRETE CURB AND GUTTER	LF	790	\$39.80	\$31,442.00			\$31,442.00	95.95%			\$33,168.40	95.95%
10	PEDESTRIAN CURB	LF	320	\$32.00	\$10,240.00			\$10,240.00	76.25%			\$13,336.50	76.25%
11	CURB RAMP	EA	32	\$1,400.00	\$44,800.00			\$44,800.00	109.38%			\$49,000.00	109.38%
12	CONCRETE SIDEWALK	SY	510	\$64.50	\$32,895.00			\$32,895.00	117.10%			\$38,520.69	117.10%
13	REMOVE STRUCTURES AND OBSTRUCTIONS	LS	1	\$35,000.00	\$35,000.00			\$35,000.00	100.00%			\$35,000.00	100.00%
14	SURFACE RESTORATION	LS	1	\$16,300.00	\$16,300.00			\$16,300.00	100.00%			\$16,300.00	100.00%
	SUBTOTAL SCHEDULE 1				\$464,081.30			\$464,081.30				\$464,081.30	

BID SCHEDULE 2 - FOG SEAL

Item No.	Description	Units	Quantity	Unit Price	Total Price	Previous	Current	Total	%Complete	Previous	Current	Total	%Complete
1	PAVEMENT SEALERS - FOG SEAL (COMMON PROPOSAL)	SY	14510	\$0.27	\$3,917.70			\$3,917.70	34.11%			\$1,336.50	34.11%
	TOTAL				\$3,917.70			\$3,917.70				\$1,336.50	

Change Order #1 Roadway

Item No.	Description	Units	Quantity	Unit Price	Total Price	Previous	Current	Total	%Complete	Previous	Current	Total	%Complete
1	ADDITIONAL DEMOLITION	LS	1	\$5,850.00	\$5,850.00			\$5,850.00	100.00%			\$5,850.00	100.00%
	TOTAL CONSTRUCTION COST				\$5,850.00			\$5,850.00				\$5,850.00	

TOTAL CONSTRUCTION COST BID SCHEDULE 1: BASE

\$464,081.30

TOTAL CONSTRUCTION COST BID SCHEDULE 2: FOG SEAL

\$3,917.70

CHANGE ORDER 1

\$5,850.00

TOTAL CONSTRUCTION COST

\$473,849.00

(Amount Retained 6%)

Grand Total, Including Tax

\$473,849.00

Current Total Payment \$433,802.41

Current Total Payment \$433,802.41

Current Total Payment \$433,802.41

Current Total Payment \$433,802.41

Current Total Payment \$433,802.41

Current Total Payment \$433,802.41

Current Total Payment \$433,802.41

Current Total Payment \$433,802.41

Current Total Payment \$433,802.41

Current Total Payment \$433,802.41

Current Total Payment \$433,802.41

Current Total Payment \$433,802.41

Current Total Payment \$433,802.41

Current Total Payment \$433,802.41

Current Total Payment \$433,802.41

CONTRACTOR

APPROVED BY

APPROVED BY

APPROVED BY

APPROVED BY

APPROVED BY

APPROVED BY

APPROVED BY

APPROVED BY

APPROVED BY

APPROVED BY

APPROVED BY

APPROVED BY

APPROVED BY

APPROVED BY

APPROVED BY

APPROVED BY

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

Register

Number	Name	Fiscal Description	Cleared	Amount
50646	Kartes, Sohn	2018 - June 2018 - 1st Council Jun 2018		\$115.03
50647	Neher, Tim	2018 - June 2018 - 1st Council Jun 2018		\$115.03
50648	Sullivan, Zachary	2018 - June 2018 - 1st Council Jun 2018		\$115.03
50649	AWC Benefit Trust	2018 - June 2018 - 1st Council Jun 2018		\$36,352.28
50650	Council Trust Acct.	2018 - June 2018 - 1st Council Jun 2018		\$1,029.52
50651	Deferred Comp Program	2018 - June 2018 - 1st Council Jun 2018		\$405.00
50652	Dept of Labor & Industries	2018 - June 2018 - 1st Council Jun 2018		\$1,455.88
50653	Dept of Retirement	2018 - June 2018 - 1st Council Jun 2018		\$11,306.92
50654	Employment Security	2018 - June 2018 - 1st Council Jun 2018		\$130.62
50655	Goldendale, City of	2018 - June 2018 - 1st Council Jun 2018		\$110.00
50656	ICMA Retirement Trust (Plan 302195)	2018 - June 2018 - 1st Council Jun 2018		\$112.50
900904	City of Goldendale	2018 - June 2018 - 1st Council Jun 2018		\$17,693.91
Direct Deposit Run -	Payroll Vendor	2018 - June 2018 - 1st Council Jun 2018		\$44,413.56
6/19/2018				\$113,355.28

AGENDA BILL: I1

AGENDA TITLE: NATURAL GAS FRANCHISE AGREEMENT

DATE: JULY 2, 2018

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X

RESOLUTION _____ OTHER _____

MOTION _____ X

EXPLANATION:

See Karl Enyeart's attached memo

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ADOPT ORDINANCE NO. 1486 A FRANCHISE AGREEMENT WITH AVISTA UTILITIES TO GRANT A NONEXCLUSIVE RIGHT TO CONSTRUCT AND MAINTAIN GAS PIPING FACILITIES IN THE CITY OF GOLDENDALE.

Memo

To: Mayor and Council

From: Karl Enyeart, PE, Public Works Director

CC: Larry Bellamy, City Administrator

Date: 7/2/2018

Re: Ordinance 1486 – Natural gas franchise agreement - Avista

The franchise agreement with Avista utilities has expired.

The agreement has been reviewed by our legal counsel. This process has been completed after numerous revisions and meetings.

I recommend approving ordinance 1486.

CITY OF GOLDENDALE, WASHINGTON

ORDINANCE NO. 1486

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS.

WHEREAS, Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation, has filed with the City of Goldendale, State of Washington (the "City") a written application for a renewal of its Franchise to locate, construct, operate, maintain and use such plants, works, underground pipelines, equipment and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, distribution and sale of Gas; and

WHEREAS, the City of Goldendale has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GOLDENDALE DO ORDAIN AS FOLLOWS:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

Avista: means Avista Corporation, dba Avista Utilities, a Washington corporation, and its respective successors and assigns, agents and contractors.

City: means the City of Goldendale, a municipal corporation of the State of Washington, and its respective successors, assigns, agents and contractors.

Commission: means the Washington Utilities and Transportation Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Washington.

Days: means business days.

Effective Date: means the date of legal publication of this Ordinance, upon which the rights, duties and obligations of this Franchise shall come into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

Facilities: means, collectively, any and all gas transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to, Gas plants, Gas pipes, pipelines, mains, services, laterals, conduits, regulators, valves, meters, meter-reading devices, fences, vehicular protection devices, communication and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, storage and sale of Gas.

Franchise: means the grant by the City of rights, privileges and authority embodied in this Ordinance.

Franchise Area: means the surface and space above and below all public property and rights-of-way owned or held by the City, including, without limitation, rights-of-way for:

- public roads, streets, avenues, alleys, bridges, tunnels, City-owned easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved; and
- all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement.

Gas: means natural, manufactured, renewable and/or mixed gases.

Maintenance, maintaining, or maintain: means, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

Parties: means City and Avista collectively.

Party: means either City or Avista individually.

Person: means a business entity or natural person.

Right-of-way: means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, City-owned utility easement and/or right-of-way now or hereafter held or administered by the City.

State: means the State of Washington.

Tariff: means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission in effect upon execution and throughout the term of this Franchise.

SECTION 2.0 GRANT OF FRANCHISE

2.1 Grant

City hereby grants to Avista the right, power, privilege and authority to enter upon all roads, rights-of-way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing Gas, as may be necessary to provide Gas service.

2.2 Effective Date

This Ordinance will be effective as of the date of approval, passage and publication as required by law.

2.3 Term

The rights, privileges and Franchise granted to Avista will extend for a term of 25 years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another twenty-five (25)-year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

2.4 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. City may not, however, award a Gas Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.5 Notice of City's Intent to Compete with Avista

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Gas service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six (6) months notice of such action.

2.6 Assignment of Franchise

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by federal and state law and Commission regulation, Avista shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.7 Recovery of Franchise Cost

2.7.1 Authority

So long as provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon Avista, except a fee as provided in RCW 35.21.860 that recovers from Avista actual administrative expenses (including reasonable attorneys' fees) incurred by the City that are directly related to:

- i. receiving, reviewing and approving a permit, license or this Franchise;
- ii. preparing a detailed statement pursuant to Chapter 43.21C RCW, as the same exists now or may hereafter be amended.

2.7.2 Fee

The Parties understand that the restrictions of RCW 35.21.860 forbid the imposition of a franchise fee. If, at some time, the restrictions of this statute should be removed, Avista and the City shall negotiate a fair and reasonable franchise fee.

2.8 Utility Tax

Avista acknowledges that the City is authorized under the laws of the State of Washington to impose certain taxes upon Avista. Nothing in this Section shall exempt (nor shall be construed to exempt) Avista from payment of any and all such taxes lawfully imposed by the City Municipal Code, City Ordinance, or City Resolution, as any may hereafter be lawfully amended, adopted, or superseded, and due from Avista; provided, nothing in this Section shall be construed in any way as a waiver of Avista's rights to contest the validity of any such tax or the amount of any tax due.

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy, the City shall endeavor to provide Avista with a written draft document for comment with a response period of not less than thirty days. Service shall be supplied to the City and its inhabitants in accordance

with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

3.2 Facility Location by Avista and Non-Interference

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable Gas service, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

3.3 Facility Location Information

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

3.4 Vegetation Management—Removal of Trees/Vegetation Encroachment

The right of Avista to maintain its Facilities shall include the right, as exercised in Avista's professional discretion to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to Avista's Facilities, or pose a threat to public safety and welfare. Avista or its agents may accordingly remove or limit, without recourse or payment of compensation, the growth of vegetation which encroaches upon its Facilities and/or Gas transmission and distribution corridors within the Franchise Area.

3.5 Right of Excavation

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights-of-way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Avista after excavation, in accordance with applicable City and Avista specifications.

3.6 Emergency Work

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

4.1 Reservation of Right

The City, in granting this Franchise, does not waive any rights which it may not have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time and any power of eminent domain granted to it under the laws of the State.

4.2 Necessary Construction/Maintenance by City

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities; provided that Avista shall be given not less than ten (10) business days' notice of said work, except in events of emergency when there exists an unforeseen and substantial risk or threat to public health, safety, welfare, or waste of resources, in which case the City will make reasonable efforts to contact Avista prior to doing said work; and provided further that the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

4.3 Expansion of Avista's Facilities

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

4.4 Change of Boundaries of the City

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective or in accordance with applicable state laws, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by this Franchise.

4.5 Removal of Abandoned Facilities

The City shall have reasonable discretion and authority to direct Avista to remove a facility abandoned by Avista and restore the rights-of-way to their pre-installed condition in the following circumstances:

- (a) The abandoned facility poses a hazard to the health, safety, or welfare of the public;
- (b) The abandoned facility has or could collapse in such a manner so as to threaten the integrity of the surface roadway; or
- (c) The underground space within the roadway is already at or nearly at capacity, such that abandonment in place would prevent the installation of future underground facilities.

Avista shall only be required to remove, or pay for the removal of, facilities it maintains ownership in. However, in the event Avista transfers ownership of an abandoned facility to another party, it will transfer such property subject to the terms set forth in this Section.

Avista may delay removal of the abandoned "in place" facility until such time as the City commences a construction project in the rights-of-way unless (a) or (b) above applies. When (a) or (b) applies, Avista shall remove the abandoned facility from the rights-of-way as soon as weather conditions allow, unless the City expressly allows otherwise in writing.

4.6 Vacation of Properties by City

If, at any time, the City shall vacate any road, right-of-way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of an easement to Avista for the purpose of constructing, reconstructing, operating, repairing, upgrading and maintaining Avista's facilities on the affected property, provided that said easement shall expire and terminate if Avista discontinues use of the easement in connection with the transmission or sale of gas, as contemplated in this Agreement, for a period of six consecutive months. Said termination shall be self-executing and no notice of termination is required of either party.

4.7 Reasonable Care in Boring

Avista shall exercise reasonable care while undertaking any boring work under the City's roads, rights-of-way, or other public property, and shall be responsible for any damage that may be negligently caused by Avista in connection with such activities.

SECTION 5.0 RELOCATION OF AVISTA'S FACILITIES

5.1 Relocation of Facilities Requested by City

Upon request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area as specifically designated by the City in design plans that are at least 60% complete, so as to be ready to be sent out to potential contractors for bid. For purposes of this provision, all rea-

sonable efforts shall be made by the City, with input from Avista, to minimize the impacts of potential relocation. The City shall provide Avista reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities. Said notice shall not be less than ninety (90) calendar days prior to any such relocation and, depending on the circumstances, may be greater than ninety (90) calendar days if necessary to allow Avista sufficient time to arrange for relocation. In cases of emergency, or where not otherwise reasonably foreseeable by the City, the notice requirements of this Section may be shortened by discussion and agreement between the Parties. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City.

In the event a relocation forces Avista off City's existing Public Right(s) of Way then the City shall make reasonable efforts to accommodate such relocation by securing an acceptable, alternate location for utilities..

Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

The City shall have no responsibility for the costs of relocation under this section unless: (1) City has failed to provide the required advance notice (90 days), in which case reasonable excess costs caused by the failure to provide such notice shall be paid by the City; (2) The Facilities are to be relocated for the benefit of a third party, in which case the third party shall pay the costs of relocation. The City shall have the right as a condition of relocation to require such developer, person or entity to make payment to Avista, at a time and upon terms acceptable to Avista, for any and all costs and expenses incurred by Avista in the relocation of the Facilities. The City shall not authorize any improvement or change until the benefitted developer, person or entity has paid Avista for the cost of relocation; (3) If the City requires the subsequent relocation of Avista funded capital improvements to the public right of way of any Facility within three (3) years from the date of the initial relocation, the City shall bear the cost of such subsequent relocation.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were abandoned to another franchisee. Such relocation of these types of facilities shall be accordance with Section 5.2 below.

This Section shall not apply to Facilities in place pursuant to private easement held by Avista, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing easement, said relocation shall be treated in the same manner as a relocation requested by third parties under Section 5.2, below, with the City bearing the expense of relocation.

5.2 Relocation of Facilities Requested by Third Parties

City acknowledges that Avista is obligated to provide gas service and related line extension or relocation of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation

5.3 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees or agents, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, elected officers and employees or agents.

6.2 Indemnification of Avista

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.3 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other Party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 7.4. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in the Superior Court of Washington in and for Klickitat County, and if in the federal courts, in the United States District Court for the Eastern District of Washington.

7.4 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise as Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then Avista's performance shall be excused during the period of the Force Majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3 Prior Franchises Superseded

As of the Effective Date this Franchise shall supersede all prior gas franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

8.4 Severability

The Franchise is granted pursuant to the laws of the State of Washington relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Avista.

8.5 Changes or Amendments

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

8.6 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control.

8.7 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.8 Acceptance of Franchise.

Avista shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its acceptance of the terms and conditions of this Franchise.

8.9 Abandonment or Suspension of Franchise Rights and Obligations

Avista may at any time abandon the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to City. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

8.10 Franchise Effective Date

The Effective Date of this Franchise shall be _____, 20____, after passage, approval and legal publication of this ordinance as provided by law, and provided that it has been duly accepted by Avista as specified above.

PASSED by the City Council of the City of Goldendale, at a regular meeting thereof, on this _____ day of _____, 20____

Mayor, City of Goldendale

ATTEST:

City Clerk, City of Goldendale

APPROVED AS TO FORM:

City Attorney, City of Goldendale

Date of Publication: _____, 20____

Letter of Acceptance by Avista

HONORABLE MAYOR AND CITY COUNCIL
CITY OF GOLDENDALE, COUNTY OF KICKAPOO, WASHINGTON

IN RE: City of Goldendale Ordinance No. 1486

**“Granting a Franchise to Avista Corporation for the Construction, Operation and
Maintenance of Natural Gas Facilities Within the City.”**

Avista Corporation dba Avista Utilities, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Goldendale. This acceptance is executed on _____, 20____.

Avista Corporation dba Avista Utilities

By: _____
Dennis Vermillion
President, Avista Utilities

Copy Received for the City of Goldendale

On: _____

By: _____

City Representative - Name

Gas Franchise Ordinance Summary for Publication

**NOTICE: CITY OF GOLDENDALE
PROPOSED FRANCHISE ORDINANCE NO. 1486 SUMMARY**

Ordinance No. 1486 will grant Avista Corporation dba Avista Utilities a non-exclusive public utility franchise to locate, construct, install, own, maintain, repair, reconstruct, operate and use facilities within the City's public right of way [the Franchise Area] for the purposes of the transmission, control and distribution of natural gas within the City for a term of 25 years. Avista agrees to meet accepted industry standards and conform with applicable federal and state laws, as well as the regulations of the appropriate state regulatory body with jurisdiction, in the conduct of its operations under the Franchise. The City reserves the right to make reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Avista must not interfere with any existing facilities of other utilities. Avista is authorized to make necessary excavations within the Franchise Area; excavations must be carried out with reasonable dispatch, and the area restored, with as little interference to the public as may be reasonable. Avista must relocate its facilities in the franchise area at the City's request. Avista may remedy encroachment of vegetation in connection with franchised activities. Provisions are made for informal dispute resolution.

(Final Reading of Ordinance 1486 is anticipated to be held before the Goldendale City Council on June 18, 2018 at 7:00 pm in the City Council Chambers).

AGENDA BILL: 12

AGENDA TITLE: DANGEROUS DOG ORDINANCE
REVISIONS

DATE: JULY 2, 2018

ACTION REQUIRED:

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

EXPLANATION:

The police chief, Reggie Bartkowski and Prosecuting Attorney, Gwendolyn Grundei have reviewed the dangerous dog ordinance and are recommending changes to the dangerous dog ordinance that would clear up any inconsistencies in the current ordinance. The changes recommended are shown in red on the attached dangerous dog ordinance sections 6.04.180 through 6.04.240. The ordinance committee has reviewed the suggested changes and recommends approval.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

**I MOVE TO ADOPT ORDINANCE NO. 1487 ACCEPTING THE REVISIONS TO THE
DANGEROUS DOG ORDINANCE**

CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON
ORDINANCE NO. 1487

AN ORDINANCE OF THE CITY OF GOLDENDALE, WASHINGTON REPEALING SECTIONS 06.08.180 THROUGH 06.08.240 IN ITS ENTIRETY AND ENACTING NEW SECTIONS 06.08.180 THROUGH 06.08.240 AND OTHER MATTERS RELATED THERETO AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Goldendale during its consistency review of the aforementioned Sections it has identified several places in the current code that need to be clarified, and

WHEREAS, the City strengthened the definition section and established more clarification of the hearing process for contesting a dangerous dog declaration, and

WHEREAS, the Ordinance Committee of the City has reviewed the recommended changes, and

WHEREAS, the Ordinance Committee recommends that the suggested changes be approved by the full council, **NOW THEREFORE**

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

Section 1. Repeal. Sections 06.08.180 through 06.08.240 of the City of Goldendale Municipal code is hereby repealed in its entirety.

Section 2. Adoption. New sections 06.08.180 through 06.08.240 of the City of Goldendale Municipal code is hereby adopted in its entirety.

6.04.180 Dangerous dogs—Definition.

For the purpose of Sections [6.04.190](#) through [6.04.240](#), the following words shall have the meanings set out in this section:

A. “Appellant” means the owner of a dog or hybrid dog who seeks review of a dangerous dog declaration before either the City Chief of Police or the Goldendale Municipal Court.

B. “Dangerous Dog” is defined as:

1. Any dog or hybrid dog with a known propensity, tendency, or disposition to attack, without provocation, any human or domestic animal, either on public or private property, or
2. Any dog or hybrid dog that chases or approaches a person or domestic animal without provocation, in a menacing fashion or apparent attitude of attack, either on public or private property, or
3. Any dog or hybrid dog that inflicts a bite or bites, without provocation, any human or domestic animal, either on public or private property.

C. "Bite" or "Bites" is defined as: By use of a dog's teeth, including fangs, such dog cuts, grips, or tears the body of a human or a domestic animal, and/or pierces the skin of a human or a domestic animal, and/or grabs, grips, or seizes the body and/or the clothing of a human or a domestic animal.

D. "Owner" is defined as any person or legal entity having a possessory property right in a dog, or who harbors, cares for, exercises control over, or knowingly licenses a dog to remain on premises occupied by the legal entity.

E. "Provocation" is defined as taunting, striking, or screaming at a dog, or unauthorized entry into or onto the premises where a dog is kept.

F. "Unconfined" means not securely confined indoors and not confined in a securely enclosed locked pen or structure. Such pen or structure shall have attached sides and a secure top. If the pen or structure has no flooring secured to the sides, the sides shall be embedded into the ground no less than eighteen inches.

G "City" means the city of Goldendale, Washington

H. A dog in the possession of a law enforcement official for law enforcement purposes shall not be deemed a dangerous dog.

6.04.190 Dangerous dogs--On premises.

The owner of a dangerous dog as defined in 6.04.180 shall not permit such dog to go unconfined upon the premises of such owner. (Ord. 1464 §1(part), 2016)

6.04.200 Dangerous dogs--Off premises.

The owner of a dangerous dog as defined in 6.04.180 shall not permit such dog to go beyond the premises of such person unless such dog is securely leashed and muzzled or otherwise securely restrained and muzzled.

6.04.210 Dangerous dogs--License, insurance or bonding requirements for owners.

- A. The owner of a dangerous dog shall, in addition to the foregoing requirements, be required to license the dangerous dog. The license fee shall be two hundred fifty dollars payable at the time of registering the dog with the city.
- B. In addition to the license fee the following shall also be required:
1. A surety bond issued by a surety insurer qualified under Chapter [48.28](#) RCW in the sum of at least two hundred fifty thousand dollars, payable to any person injured by the vicious dog; or
 2. A policy of liability insurance, such as homeowner's insurance issued by an insurer qualified under RCW Title [48](#) in the amount of at least two hundred fifty thousand dollars, insuring the owner for any personal injuries inflicted by the dangerous dog.
 3. Evidence that the labeled dog has been implanted with a microchip and placed on a local and national registry, at the owner's expense, must be submitted to the city of Goldendale police department. This must be accomplished within five days after the receipt of the dangerous dog declaration issued by the animal control officer.
 4. Securely enclosed, locked pen or structure. Such pen or structure shall have attached sides and a secure top. If the pen or structure has no flooring secured to the sides, the sides shall be embedded into the ground no less than eighteen inches. A sign posted on the enclosure that states "dangerous dog" that is no smaller than eight by ten inches in size.

6.04.220 Dangerous dogs--Declaration procedure.

A. The animal control officer for the City of Goldendale shall cause a dangerous dog declaration to be sent to the person, at that persons last known address, by personal service or certified mail, return receipt requested, who is believed to have been in possession of the dangerous dog, or to the person believed to have had the dangerous dog on premises within that person's control.

B. The dangerous dog declaration shall state:

1. The animal control officer believes that the animal is a dangerous dog, and
2. The animal will be destroyed within seven days unless a request for a hearing is timely received by the city, and
3. The person being notified will be responsible for the cost of impounding, kenneling, and destroying the animal, and
4. The person has a right to contest the determination that the animal is a dangerous dog by requesting a meeting within six days from the date appearing on the notice.

C. Request for hearing to contest dangerous dog declaration

1. If a request for a hearing to contest the determination that a dog is a dangerous dog is received by the City within six days from the date appearing on the dangerous dog declaration, whether by in-person request to the Goldendale City Police Department or by mail to said Department, then a hearing date shall be set by the City.
2. The hearing shall be conducted by the City Police Chief. At the hearing, the owner, who shall be known as the appellant, shall be allowed to present evidence. The Rules of Evidence do not apply at such hearing.
3. If the dog is found to be a dangerous dog, it shall be licensed, and insured or bonded as a dangerous dog, or the dog shall be destroyed and the costs of

impounding, kenneling, and destroying the animal shall be assessed against the appellant.

4. If the animal is found not to be a dangerous dog, then the dog shall be released to the appellant and the cost of impounding and kenneling shall be paid by the City.

5. After such hearing, the City Chief of Police must issue his or her final determination, in the form of a written order, within fifteen calendars days of the date of such hearing. In the event the City Chief of Police determines the dog is a dangerous dog, the written order shall state a brief statement of the facts that support the determination, and the signature of the person who made the determination. The written order shall be sent by mail or served in person to the owners' last known address.

D. Judicial review after City hearing

1. The owner may appeal to the Goldendale Municipal Court after a determination by the City Police Chief at a hearing that a dog is a dangerous dog. Such appeal must be filed in said Court within six days from the date the police chief gives notice to the appellant, either by mail or by personal service, of the written order made after the hearing before the police chief. If by mail, three additional days shall be added to the six days set forth hereinabove.

2. The appellant is responsible for all costs and filing fees associated with filing an appeal in the Goldendale Municipal Court.

3. At the hearing before the Goldendale Municipal Court, the Rules of Evidence shall apply.

6.04.230 Enforcement.

Any animal control officer or humane officer or police officers or employee of the city shall have the police power in the enforcement of this chapter and no person shall interfere with, hinder, molest or abuse any such officer or employee in the exercise of such power.

6.04.240 Violation—Penalty.

A. Any person who is found to have violated any part of Section 6.04 of this chapter shall be guilty of a misdemeanor, punishable by up to ninety days in jail and/or a \$1000 dollar fine.

B. If any such violation is continuing, each day of such violation shall be deemed a separate violation. If any person is found guilty of violating any part of this chapter 6.04, that person's license to own, keep, harbor or have custody of animals shall be deemed automatically revoked and no new license shall be issued for a period of one year.

Section 3: This Ordinance shall become effective 5 days after passage and publication as provided for by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE,
WASHINGTON, THIS 2nd DAY OF JULY, 2018**

APPROVED:

ATTEST:

MICHAEL A CANON, MAYOR

CONNIE BYERS, CLERK-TREASURER

AGENDA BILL: 13

AGENDA TITLE: ADD PENALTY OPTION REGARDING
OUTDOOR BURN PERMITTING

DATE: JULY 2, 2018

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION:

Recently the police department responded to an illegal outdoor burn and wrote a citation with a RCW reference. Upon review by our prosecuting attorney, it was determined that the referenced RCW does not apply to local outdoor burning violations. Consequently the citation issued had to be dismissed. Upon review of our local codes, it was determined that there was no local code that could support the issuance of a citation. Since there was a section, GMC 8.04.030 that discussed burning requirements, it was determined that we would modify the language to require a permit for outdoor burning and further, establish a violation-penalty section for a civil infraction. The Ordinance Committee has reviewed the suggested changes and recommends approval.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ORDINANCE NO. 1488 AN ORDINANCE THAT REQUIRES A PERMIT FROM THE FIRE DEPARTMENT FOR OUTDOOR BURNING AND CREATES A SECTION IN THE GOLDENDALE MUNICIPAL CODE THAT WOULD ESTABLISH A VIOLATION-PENALTY FOR A CIVIL INFRACTION

CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON
ORDINANCE NO. 1488

AN ORDINANCE OF THE CITY OF GOLDENDALE, WASHINGTON REPEALING AND REPLACING SECTION 08.04.030 AND ENACTING A NEW SECTION 08.04.120 AND OTHER MATTERS RELATED THERETO AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Goldendale has not codified the establishment of a permit system for outdoor burning and a penalty designation for violation of the code, and

WHEREAS, the Ordinance Committee of the City has reviewed the recommended changes, and

WHEREAS, the Ordinance Committee recommends that the suggested changes be approved by the full council, **NOW THEREFORE**

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

Section 1. Repeal and Replace. Sections 08.04.030 of the City of Goldendale Municipal code is hereby repealed and replaced in its entirety.

8.04.030 Burning requirements, Permits issued.

- A. It is unlawful for any person to burn, dump, collect, remove or in any other manner dispose of garbage or swill upon any streets, alley, public place or private property within the city, otherwise than as provided in this chapter.
- B. Outdoor burning is only allowed by special permit from the Fire Chief, or his designee.
- C. It is unlawful for any person to bury, burn or dump waste paper, boxes, rubbish, and debris, grass, leaves, weeds and cuttings from trees, lawns, shrubs and gardens,

upon any street, alley or public place or collect the same upon any public right-of-way in the city.

Section 2. Adoption. A new section 08.04.120 of the City of Goldendale Municipal code is hereby adopted.

8.04.120 Violation-Penalty.

Failure to perform any act required, or the performance of any prohibited by this chapter, is designated as a civil infraction and shall not be classified as a criminal offense. Any person, firm or corporation found to have committed a civil infraction shall be assessed a monetary penalty in accordance with Chapter 1.20

Section 3: This Ordinance shall become effective 5 days after passage and publication as provided for by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE,
WASHINGTON, THIS 2nd DAY OF JULY, 2018**

APPROVED:

ATTEST:

MICHAEL A CANON, MAYOR ATTEST:

CONNIE BYERS, CLERK-TREASURER

Chapter 8.04 GARBAGE COLLECTION

Sections:

- [8.04.010](#) Definitions.
- [8.04.020](#) Can requirements.
- [8.04.030](#) Burning requirements.
- [8.04.040](#) Collector of refuse.
- [8.04.050](#) Refuse separation.
- [8.04.060](#) Swill tanks.
- [8.04.070](#) Disposal of garbage and other refuse.
- [8.04.080](#) Contract bids and negotiation.
- [8.04.090](#) Contract agreement.
- [8.04.100](#) Prompt disposal required.
- [8.04.110](#) City power.

8.04.010 Definitions. SHARE

For purposes of this chapter, the following words and terms shall have the meanings set out in this section:

- A. "Ashes" includes the solid waste products of coal, wood and other fuels used for heating and cooking, from all public and private establishments, and from all residences.
- B. "Collector of refuse" means the person entering into contract with the city for removal of refuse as provided by this chapter.
- C. "Garbage" includes all putrescible wastes, except sewage and body wastes, including vegetable wastes, animal offal, and carcasses of dead animals, but not including recognized industrial by-products, and includes all such substances from all public and private establishments and residences.
- D. "Health officer" means the city or county health officer, as defined in RCW [70.05.010](#), or their authorized representative.
- E. "Person" means every person, firm, partnership, association, institution and corporation. The term also means the occupant and/or the owner of the premises for which service mentioned in this chapter is rendered.

F. "Refuse" includes garbage, rubbish, ashes, swill, and all other putrescible and nonputrescible wastes except sewage, from all public and private establishments and residences.

G. "Rubbish" includes all nonputrescible wastes, except ashes, from all public and private establishments and residences.

H. "Swill" means and includes every refuse accumulation of animal, fruit or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit and vegetables, except coffee grounds. (Ord. 1003 §2, 1988; prior code §6.08.010)

8.04.020 Can requirements. SHARE

A. It shall be the duty of every person in possession, charge or in control of any dwelling, flat, rooming house, apartment house, trailer camp, hospital, hotel, school, club, restaurant, boarding house, or eating place, or in possession, charge or control of any shop, place of business, or manufacturing establishment where refuse is created or accumulated, at all times to keep or cause to be kept portable cans of approved size, type, and construction, and to deposit or cause to be deposited, the refuse therein.

B. Cans shall be strong, watertight, not easily corrodible, rodent-proof, insect-proof, of not less than ten and not more than fifty gallons capacity, and shall have handles at the sides and tight-fitting lids. When refuse is placed in or taken from the cans, the lids shall be promptly replaced. Each can shall be kept clean inside and out, so that no odor nuisance shall exist. Cans shall be kept at all times in a place accessible to the collector of refuse. (Prior code §6.08.040)

8.04.030 Burning requirements, Permits issued.

A. It is unlawful for any person to burn, dump, collect, remove or in any other manner dispose of garbage or swill upon any streets, alley, public place or private property within the city, otherwise than as provided in this chapter.

B. ~~Waste paper, boxes, rubbish and debris, brush, leaves, grass, woods, and cuttings from trees, lawns, shrubs, and gardens (but excepting paper, cardboard or wood containers in commercial quantities) may be burned on private property in furnaces, or, upon special permit from the fire chief, they may be burned in outside fireplaces, private incinerators or in open fires. Outdoor burning is only allowed by special permit from the Fire Chief, or his designee.~~

C. It is unlawful for any person to bury, burn or dump waste paper, boxes, rubbish, and debris, grass, leaves, weeds and cuttings from trees, lawns, shrubs and gardens, upon any street, alley or public place or collect the same upon any public right-of-way in the city. (Ord. 1457 §2(part), 2015; Ord. 1372 §1(part), 2008; prior code §6.08.050)

8.04.040 Collector of refuse. SHARE

The collector of refuse shall collect, remove and dispose of all garbage and refuse in the residential sections of the city at least once each week, and from hotels, restaurants, boarding houses, eating places, apartment houses, schools and hospitals and in the business sections of the city as required. (Prior code §6.08.060)

8.04.050 Refuse separation. SHARE

The city reserves the right to and may have option to require the separation of paper or swill or other component parts of refuse, and may require the deposit thereof in separate cans or receptacles and may prescribe the method of disposal thereof. (Prior code §6.08.070)

8.04.060 Swill tanks. SHARE

It is unlawful for any person, conducting any hotel, restaurant, or any public eating place to deposit, throw or place swill or other refuse food matter in a land, alley, street, or other public place, or to deposit, throw or place any swill upon any private property, regardless of ownership, unless the swill is enclosed in vessels or tanks of approved type by the superintendent of public works and which shall be perfectly watertight and shall have tightly fitting covers, which covers shall not be removed except when absolutely necessary for the depositing and removal of swill. Such vessels or tanks shall be kept in the rear of the premises or in the basement, or other place authorized by the superintendent of public works, so as to be readily accessible for collection, and shall not be kept upon the street, alley, or sidewalk or public place. All such tanks or vessels shall be promptly delivered to the collector when called for and shall be returned by him without unnecessary delay, and no person, except for the purposes of collection under license, shall in any manner interfere with the vessels or tanks or with contents thereof. (Prior code §6.08.080)

8.04.070 Disposal of garbage and other refuse. SHARE

All disposal of refuse shall be by method or methods specifically approved by the State Department of Health, provided, that the method or methods shall include the maximum practicable rodent, insect and nuisance control at the place of disposal, and provided further, that animal offal, and carcasses of dead animals shall be buried or cremated as directed by the health officer, or shall be rendered at forty pounds per square inch steam pressure or higher, or heated by equivalent cooking. (Prior code §6.08.090)

8.04.080 Contract bids and negotiation. SHARE

A. A contract for no more than five years for the exclusive right to collect, remove and dispose of all garbage, trash and refuse with a commercial collector may be negotiated and entered into by the city council. Alternatively, the city council may provide the city clerk-treasurer with specifications for and direct the city clerk-treasurer to advertise for bids for such a contract, publishing call therefor at least ten days prior to the time of opening of bids.

B. The council shall have the power to refuse any and all bids, and shall award the contract to the person who, in their mind, submits the lowest bid and is best qualified and best equipped to perform the contract contemplated and the rendering of services made. Each successful bidder shall furnish corporate surety bond to the city of five thousand dollars conditioned upon the faithful performance of his contract and compliance with all ordinances of the city and all rules, regulations, law and statutes relating to his business, particularly all rules and regulations and matters relating to the use and/or maintenance of any dump or disposal site. The collector must make all arrangements for and provide disposal site during the term of the contract. (Prior code §6.08.100)

8.04.090 Contract agreement. SHARE

Every contract entered into by virtue of this chapter shall specify that the city may terminate such contract upon sixty days' written notice on condition, however, that the city purchase all running equipment used in connection therewith at a fair value, and if the parties thereto cannot agree upon such fair value, then the same shall be determined by a board of appraisers, one to be appointed by the holder of the contract, one by the city and the third by the two thus appointed, the majority decision of such board to be binding upon both parties. Furthermore, such agreements shall contain a prohibition against assignment thereof or transferring of any interest therein without consent of the city, and it shall contain a suitable provision permitting the forfeiture of the agreement for nonperformance of the terms and conditions of the contract and this chapter. (Prior code §6.08.110)

8.04.100 Prompt disposal required. SHARE

Every person shall dispose of all garbage promptly according to the terms of this chapter and rules and regulations, and no person shall perform any of the provisions of the contract referred to above except the collector of refuse. (Prior code §6.08.130)

8.04.110 City power. SHARE

The city is empowered to carry out all the terms and provisions of this chapter and to collect and dispose of refuse in the manner provided in this chapter. However, it shall not exercise such power if the collector of refuse is faithfully performing any valid contract with the city, or unless the city purchased the property of the collector of refuse in the manner provided in this chapter. (Prior code §6.08.150)

8.04.120 Violation-Penalty.

Failure to perform any act required, or the performance of any prohibited by this chapter, is designated as a civil infraction and shall not be classified as a criminal offense. Any person, firm or corporation found to have committed a civil infraction shall be assessed a monetary penalty in accordance with Chapter 1.20