

AGENDA TITLE: CONSENT AGENDA

DATE: JANUARY 7, 2019

ACTION REQUIRED:

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

EXPLANATION:

The consent agenda includes the following:

Minutes of the December 17, 2018 regular council meeting, minutes of the special public works committee meeting, first pay period December checks #51264 – 51333, 900948, 900953 – 900954, direct deposit run 12/18/2018 in the amount of \$132,338.17, January 7, 2019 claims checks #51330 – 51367, 900955 - 900956 in the amount of \$77,901.91.

FISCAL IMPACT:

Payroll checks in the amount of \$132,338.17, claims checks in the amount of \$77,901.91.

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
JANUARY 7, 2019
7:00 PM**

- A. Call to Order
 - 1. Pledge of Allegiance
- B. Roll Call
- C. Public Hearing
- D. Agenda
 - 1. Approval of Agenda
 - 2. Consent Agenda
 - a. Approval of Minutes
 - b. Claims
 - c. Payroll
 - d. Other
- E. Presentations
 - 1. Scott Lewis – Apollo Solutions
 - 2. Shonie Schlotzhauer – Ekone Project
- F. Department Reports
- G. Council Business
 - 1. Chamber of Commerce Agreement
 - 2. Precision Approach Engineering Inc. Agreement
 - 3. BergerABAM Agreement
- H. Resolutions
 - 1. Special Market Conditions
- I. Ordinances
- J. Report of Officers and City Administrator
- K. Public Comment
- L. Executive Session
- M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON JANUARY 22, 2019 AT
7:00 PM.

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
DECEMBER 17, 2018
7:00 PM**

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

ROLL CALL

7:00:55

Roll Call.

Council Present: Mayor Michael A Canon (Not voting), Council Member Andy Halm, Council Member Carmen Knopes, Council Member John Sullivan, Council Member Shannon Middleton, Council Member Miland Walling

Staff Present: City Administrator Larry Bellamy (Not voting), Clerk-Treasurer Connie Byers (Not voting), Fire Chief Noah Halm (Not voting), Public Works Director Karl Enyeart (Not voting) Building Inspector/Code Enforcement Ken Bostick.

Absent: Council Member Guy Theriault, Council Member Justin Leigh.

Motion: excuse Guy Theriault and Justin Leigh from the meeting., **Moved by** Council Member Carmen Knopes, **Seconded by** Council Member Andy Halm.

Vote: Motion carried by unanimous roll call vote (**summary:** AYES = 5).

AYES: Council Member Andy Halm, Council Member Carmen Knopes, Council Member John Sullivan, Council Member Miland Walling, Council Member Shannon Middleton.

AGENDA AND CONSENT AGENDA

Motion: approve the agenda and consent agenda., **Moved by** Council Member Carmen Knopes, **Seconded by** Council Member Shannon Middleton.

Vote: Motion carried by unanimous roll call vote (**summary:** AYES = 5).

AYES: Council Member Andy Halm, Council Member Carmen Knopes, Council Member John Sullivan, Council Member Miland Walling, Council Member Shannon Middleton.

DEPARTMENT REPORTS

7:01:35

Karl reported on the snow levels and the Vern Markee Park sign.

7:02:26

Ken reported to council on building and code compliance and trends over the past four years.

COUNCIL BUSINESS

7:08:32

Bridge Load Rating Contract

Motion: authorize the Mayor to execute a contract between the City of Goldendale and Sargent Engineers for an amount not to exceed \$12,416.00., **Moved by** Council Member Carmen Knopes, **Seconded by** Council Member Shannon Middleton.

Vote: Motion carried by unanimous roll call vote (**summary:** AYES = 5).

AYES: Council Member Andy Halm, Council Member Carmen Knopes, Council Member John Sullivan, Council Member Miland Walling, Council Member Shannon Middleton.

ORDNINANCES

7:11:05

2nd Reading 2019 Budget

Larry explained some changes to the 2019 budget and plans for next year.

Motion: adopt ordinance no. 1490 adopting the budget for the City of Goldendale, Washington for the fiscal year ending December 31, 2019, **Moved by** Council Member Carmen Knopes, **Seconded by** Council Member Shannon Middleton.

Vote: Motion carried by unanimous roll call vote (**summary:** AYES = 5).

AYES: Council Member Andy Halm, Council Member Carmen Knopes, Council Member John Sullivan, Council Member Miland Walling, Council Member Shannon Middleton.

7:23:53

Business License Ordinance

Larry explained the changes that the State requires for business license.

Motion: adopt ordinance no. 1491 amending GMC 5.04 business licenses and waiving the second reading., **Action: Moved by** Council Member Carmen Knopes, **Seconded by** Council Member Shannon Middleton.

Vote: Motion carried by unanimous roll call vote (**summary:** AYES = 5).

AYES: Council Member Andy Halm, Council Member Carmen Knopes, Council Member John Sullivan, Council Member Miland Walling, Council Member Shannon Middleton.

7:27:46

2018 4th Quarter Budget Amendment

Larry explained the need for the budget amendment.

Motion: adopt ordinance no. 1492 being the 4th quarter budget amendment for 2018 and waive the second reading., **Moved by** Council Member Carmen Knopes, **Seconded by** Council Member Shannon Middleton.

Vote: Motion carried by unanimous roll call vote (**summary:** AYES = 5).

AYES: Council Member Andy Halm, Council Member Carmen Knopes, Council Member John Sullivan, Council Member Miland Walling, Council Member Shannon Middleton.

REPORT OF OFFICERS AND CITY ADMINSTRATOR

7:31:30

Miland wished everyone Happy Holidays.

Andy and Shannon wished everyone Merry Christmas and Happy New Year.

Carmen reported that she went to the Winter Wonderland and hopes to see it expand next year. Merry Christmas and Happy New Year.

Larry updated council on upcoming committee meetings. Merry Christmas and Happy New Year.

Mayor Canon thanked the FFA Club for their support for the city beautification. I am hoping to have strong cooperation from the four privately owned hangers at the airport to allow us to come a reasonable decision on moving forward on the airport development. Merry Christmas and Happy New Year and please drive careful.

PUBLIC COMMENT

7:38:25

Chet Biggerstaff talked about government conspiracies.

Dana Peck thanked the council for the vote of confidence on the economic development contract.

ADJOURNMENT

Motion: adjourn the meeting, **Moved by** Council Member Carmen Knopes, **Seconded by** Council Member Shannon Middleton.

Vote: Motion carried by unanimous roll call vote (**summary:** AYES = 5).

AYES: Council Member Andy Halm, Council Member Carmen Knopes, Council Member John Sullivan, Council Member Miland Walling, Council Member Shannon Middleton.

Michael A Canon, Mayor

Connie Byers, Clerk-Treasurer

PUBLIC WORKS COMMITTEE MEETING

MINUTES 12-3-18

1. Park plan update
 - a. Goals, objectives
 - b. Inventory
 - c. Public involvement
 - d. Demand and need analysis
 - e. Level of Service assessment
 - f. Capital Improvement Program
 - g. Adoption

Started 6:05 pm

Attendance: Carmen Knopes(CK), Brock Warrenner(BW), Nancy Kusky, John Sullivan, Rodger Nichols, Andy Kallinen, Jonathan Lewis, Karl Enyeart, and Connie Byers

Discussion on improvements-

BW - Pump track in each park

JS-Sized for each area

JL – what is the difference between a pump track and a BMX track?

BW- Hood River just built one made out of soil and concrete for \$20,000.

CK- ADA compliant equipment and access should be included in all improvements at parks

BW- Observatory hill should collaborate with state parks to include improving interpretive center for trailhead, adding bicycle trails, and adding a CXT toilet

KE – Liability insurance requires improvements to the trails to be eligible for recreational immunity on bicycle/hiking trails. After the meeting further discussion with liability insurance provider confirmed that WSDOT shared use paths standard was required to be met.

AK – discussion on state parks improvements and legal issues they faced with improvements on trails and bathroom facilities. Pit set bathrooms are common at state parks and are reasonable for maintenance costs.

CK- LL fields – need more lighting everywhere to improve safety and connect to CKPRD property

Play structure at the observatory would be nice

Meeting adjourned 6:45 pm

AGENDA 12-17-18

1. Park plan update

- a.** Goals, objectives – reviewed and recommendations taken
- b.** Inventory – reviewed and recommendations taken
- c.** Public involvement – ongoing
- d.** Demand and need analysis- yet to address
 - i.** Current levels of participation
 - ii.** Anticipated changes (in need or demand) based on trends
 - iii.** Capacity of current inventory
 - iv.** Distance between residential areas and existing opportunities
 - v.** Public satisfaction
 - vi.** Manager needs
 - vii.** Current maintenance levels
 - viii.** Access issues
- e.** Level of Service assessment
 - i.** Number of Parks and Recreational Facilities
 - ii.** Facilities that Support Active Rec. Opportunities
 - iii.** Facility Capacity
 - iv.** Agency based Assessment
 - v.** Public Satisfaction
 - vi.** Population within Service Area
- f.** Capital Improvement Program
- g.** Adoption

Register

Fiscal: 2018

Deposit Period: 2018 - Dec 2018

Check Period: 2018 - Dec 2018 - 2nd Council Dec 2018

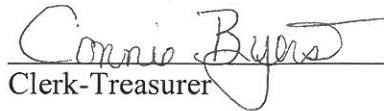
Number	Name	Print Date	Clearing Date	Amount
Columbia State Bank	20016310			
Check				
51330	US Bank	1/7/2019		\$5,226.56
51331	Miland Walling	12/20/2018		\$282.31
51334	Anatek Labs Inc	1/7/2019		\$60.00
51335	AT&T Mobility	1/7/2019		\$116.00
51336	Avista Utilities	1/7/2019		\$1,250.86
51337	Bishop Sanitation Inc	1/7/2019		\$187.50
51338	Central Washington Asphalt Inc	1/7/2019		\$22,821.18
51339	Centurylink AZ	1/7/2019		\$201.47
51340	Code Publishing Inc	1/7/2019		\$321.30
51341	Environmental Resource Associates	1/7/2019		\$938.23
51342	Ferguson Enterprises Inc #3011	1/7/2019		\$534.06
51343	Galls LLC	1/7/2019		\$441.94
51344	Goldendale Tire Center	1/7/2019		\$100.90
51345	Goldendale, City of	1/7/2019		\$109.47
51346	Gorge Networks	1/7/2019		\$1,405.08
51347	Gwendolyn L Grundei	1/7/2019		\$4,200.00
51348	Hach Company	1/7/2019		\$476.26
51349	Hattenhauer Energy Co LLC	1/7/2019		\$1,434.05
51350	Hood River Sand Gravel & Ready Mix	1/7/2019		\$1,122.19
51351	IBS Incorporated	1/7/2019		\$671.75
51352	Industrial Hearing Service Inc	1/7/2019		\$625.00
51353	Kerns Shop & Propane	1/7/2019		\$6.71
51354	Klickitat Co Auditor	1/7/2019		\$7,321.65
51355	Klickitat CO Health Dept	1/7/2019		\$120.00
51356	Klickitat CO Treasurer	1/7/2019		\$2,251.01
51357	Les Schwab Tire Center	1/7/2019		\$75.25
51358	McCredy Company, The	1/7/2019		\$34.37
51359	MCMC Occupational Health	1/7/2019		\$146.65
51360	MES Northwest	1/7/2019		\$74.19
51361	Mulroney Logging LLC	1/7/2019		\$430.00
51362	Quality Signs and Design	1/7/2019		\$2,941.80
51363	Quill Corporation	1/7/2019		\$377.01
51364	Radcomp Technologies	1/7/2019		\$5,414.64
51365	Spectrum Communications Inc	1/7/2019		\$1,743.85
51366	Verax Chemical Company	1/7/2019		\$198.55
51367	Verizon Wireless	1/7/2019		\$702.62

Number	Name	Print Date	Clearing Date	Amount
900955	HSA Bank Employee Plan Funding	1/7/2019		\$12,937.50
900956	Neopost Leasing Inc	1/7/2019		\$600.00
		Total	Check	\$77,901.91
		Total	20016310	\$77,901.91
		Grand Total		\$77,901.91

**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 51330 through 51367, 900955 - 900956 in the amount of \$77,901.91, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 2nd day of January, 2019.


Clerk-Treasurer

Register Activity

Fiscal: 2018

Period: 2018 - Dec 2018

Council Date: 2018 - Dec 2018 - 2nd Council Dec 2018

Reference	Date	Amount	Notes
Reference Number: 51330	US Bank	\$5,226.56	
Invoice - 12/18/2018 3:40:03 PM	12/18/2018	\$5,226.56	Visa Payment
Reference Number: 51331	Miland Walling	\$282.31	
Invoice - 12/20/2018 3:37:18 PM	12/20/2018	\$282.31	Travel Reimbursement
Reference Number: 51334	Anatek Labs Inc	\$60.00	
056132	12/13/2018	\$60.00	Testing Service
Reference Number: 51335	AT&T Mobility	\$116.00	
287258483135X12182018	12/10/2018	\$116.00	Chlorination Station
Reference Number: 51336	Avista Utilities	\$1,250.86	
Invoice - 12/28/2018 2:08:50 PM	12/28/2018	\$1,250.86	Natural Gas
Reference Number: 51337	Bishop Sanitation Inc	\$187.50	
73340	12/19/2018	\$120.00	Ekone Park
73371	12/19/2018	\$67.50	Airport
Reference Number: 51338	Central Washington Asphalt Inc	\$22,821.18	
18717	12/28/2018	\$22,821.18	Retainage 2018 S Columbus Overlay
Reference Number: 51339	Centurylink AZ	\$201.47	
Invoice - 12/28/2018 2:12:59 PM	12/28/2018	\$201.47	Fax/DSL
Reference Number: 51340	Code Publishing Inc	\$321.30	
62111	12/20/2018	\$321.30	Municipal Code Update
Reference Number: 51341	Environmental Resource Associates	\$938.23	
884697	12/10/2018	\$938.23	pH, Nutrients, Minerals.....
Reference Number: 51342	Ferguson Enterprises Inc #3011	\$534.06	
0725587	12/13/2018	\$534.06	Supplies
Reference Number: 51343	Galls LLC	\$441.94	
011471149	12/10/2018	\$441.94	Guardian Carrier

Reference	Date	Amount	Notes
Reference Number: 51344	Goldendale Tire Center	\$100.90	
316349	12/17/2018	\$92.84	Propane
316356	12/17/2018	\$8.06	Fiber Seal
Reference Number: 51345	Goldendale, City of	\$109.47	
2018-104	12/19/2018	\$109.47	Bulk Water
Reference Number: 51346	Gorge Networks	\$1,405.08	
1-1628846	12/18/2018	\$1,405.08	Land Lines
Reference Number: 51347	Gwendolyn L Grundei	\$4,200.00	
Invoice - 12/28/2018 2:26:25 PM	12/28/2018	\$4,200.00	December 2018 Service
Reference Number: 51348	Hach Company	\$476.26	
11254309	12/10/2018	\$476.26	Supplies
Reference Number: 51349	Hattenhauer Energy Co LLC	\$1,434.05	
CL8490Z	12/15/2018	\$1,434.05	Fuel
Reference Number: 51350	Hood River Sand Gravel & Ready Mix	\$1,122.19	
15391	12/5/2018	\$1,122.19	Asphalt
Reference Number: 51351	IBS Incorporated	\$671.75	
689204-1	12/7/2018	\$671.75	Gloves
Reference Number: 51352	Industrial Hearing Service Inc	\$625.00	
19080.1	12/20/2018	\$625.00	Hearing Test
Reference Number: 51353	Kerns Shop & Propane	\$6.71	
22510	12/5/2018	\$6.71	Steel
Reference Number: 51354	Klickitat Co Auditor	\$7,321.65	
20181218-CGD	12/18/2018	\$7,321.65	2018 Voter Registration
Reference Number: 51355	Klickitat CO Health Dept	\$120.00	
000035862	12/11/2018	\$120.00	Testing
Reference Number: 51356	Klickitat CO Treasurer	\$2,251.01	
Invoice - 12/28/2018 2:40:02 PM	12/28/2018	\$2,251.01	216 W Darland
Reference Number: 51357	Les Schwab Tire Center	\$75.25	
34800182536	12/27/2018	\$75.25	Winter Change Over
Reference Number: 51358	McCredy Company, The	\$34.37	
838812	12/12/2018	\$17.19	Cable

Reference	Date	Amount	Notes
Reference Number: 51358 <u>Invoice - 12/28/2018 2:43:51 PM</u>	McCredy Company, The 12/18/2018	\$34.37 \$17.18	Silicone Water Guard
Reference Number: 51359 <u>Invoice - 12/28/2018 2:47:31 PM</u> <u>Invoice - 12/28/2018 2:48:10 PM</u>	MCMC Occupational Health 12/28/2018 12/28/2018	\$146.65 \$110.00 \$36.65	Roderick Huff Roderick Huff
Reference Number: 51360 <u>IN1291891</u>	MES Northwest 12/17/2018	\$74.19 \$74.19	Tool Bag
Reference Number: 51361 <u>59</u>	Mulrony Logging LLC 12/19/2018	\$430.00 \$430.00	Tilt Deck Rental
Reference Number: 51362 <u>2138</u>	Quality Signs and Design 12/17/2018	\$2,941.80 \$2,941.80	Reflective Vinyl Lettering, Graphics, and Striping
Reference Number: 51363 <u>3089187</u> <u>3097436</u> <u>3306167</u>	Quill Corporation 11/30/2018 11/30/2018 12/6/2018	\$377.01 \$157.70 \$56.51 \$162.80	Imaging Drum, Coffee Utility Bucket Key Caddy, Paper, Calendar
Reference Number: 51364 <u>71070</u> <u>71071</u> <u>71072</u> <u>MSP-71084</u>	Radcomp Technologies 12/13/2018 12/13/2018 12/13/2018 12/13/2018	\$5,414.64 \$2,147.00 \$479.99 \$1,296.99 \$1,490.66	IT Services Minutes Laptop Mtn Springs Valve Gold Package
Reference Number: 51365 <u>216018</u>	Spectrum Communications Inc 11/9/2018	\$1,743.85 \$1,743.85	Kenwood TK-7180, Kenwood KRK- 10....
Reference Number: 51366 <u>93310</u>	Verax Chemical Company 12/5/2018	\$198.55 \$198.55	Pop-Up
Reference Number: 51367 <u>9819642710</u> <u>9819733006</u>	Verizon Wireless 12/4/2018 12/6/2018	\$702.62 \$640.16 \$62.46	Police Vehicles Chlorination Station
Reference Number: 900955 <u>Invoice - 12/28/2018 2:30:36 PM</u>	HSA Bank Employee Plan Funding 12/28/2018	\$12,937.50 \$12,937.50	Plan Funding
Reference Number: 900956 <u>Invoice - 1/2/2019 9:10:22 AM</u>	Neopost Leasing Inc 12/31/2018	\$600.00 \$600.00	Postage Refill

Register

Number	Name	Fiscal Description	Cleared	Amount
51264	Bartkowski, Reggie	2018 - Dec 2018 - 1st Council Dec 2018		\$1,642.39
51265	Berkshire, Stan	2018 - Dec 2018 - 1st Council Dec 2018		\$1,422.47
51266	Bowen, Jeremy J	2018 - Dec 2018 - 1st Council Dec 2018		\$464.78
51267	Byers, Connie L	2018 - Dec 2018 - 1st Council Dec 2018		\$1,237.49
51268	Enderby, Michelle R	2018 - Dec 2018 - 1st Council Dec 2018		\$489.81
51269	Hutchins, Maria P	2018 - Dec 2018 - 1st Council Dec 2018		\$963.40
51270	Lucatero, Leo B	2018 - Dec 2018 - 1st Council Dec 2018		\$1,562.54
51271	Shelton, Kelsey A	2018 - Dec 2018 - 1st Council Dec 2018		\$956.26
51272	Smith, Michael L	2018 - Dec 2018 - 1st Council Dec 2018		\$1,743.55
51273	Stelljes, Michael S	2018 - Dec 2018 - 1st Council Dec 2018		\$934.70
51274	Trunkey, Christopher D	2018 - Dec 2018 - 1st Council Dec 2018		\$341.89
51275	Wells, Sandy R	2018 - Dec 2018 - 1st Council Dec 2018		\$353.39
51276	Dept of Retirement	2018 - Dec 2018 - 1st Council Dec 2018		\$431.32
51277	Employment Security	2018 - Dec 2018 - 1st Council Dec 2018		\$32.25
51323	American Family Life	2018 - Dec 2018 - 1st Council Dec 2018		\$469.55
51324	AWC Benefit Trust	2018 - Dec 2018 - 1st Council Dec 2018		\$36,036.41
51325	Deferred Comp Program	2018 - Dec 2018 - 1st Council Dec 2018		\$405.00
51326	Dept of Labor & Industries	2018 - Dec 2018 - 1st Council Dec 2018		\$1,206.89
51327	Dept of Retirement	2018 - Dec 2018 - 1st Council Dec 2018		\$11,322.16
51328	Employment Security	2018 - Dec 2018 - 1st Council Dec 2018		\$130.68
51329	ICMA Retirement Trust (Plan 302195)	2018 - Dec 2018 - 1st Council Dec 2018		\$112.50
51332	Enyeart, Karl A	2018 - Dec 2018 - 1st Council Dec 2018		\$1,540.39
51333	Employment Security	2018 - Dec 2018 - 1st Council Dec 2018		\$3.34
900948	City of Goldendale	2018 - Dec 2018 - 1st Council Dec 2018		\$5,104.22
900953	City of Goldendale	2018 - Dec 2018 - 1st Council Dec 2018		\$17,592.44
900954	City of Goldendale	2018 - Dec 2018 - 1st Council Dec 2018		\$255.22
Direct Deposit Run -	Payroll Vendor	2018 - Dec 2018 - 1st Council Dec 2018		\$45,583.13
12/18/2018				\$132,338.17

AGENDA BILL: E1

AGENDA TITLE: SCOTT LEWIS – APOLLO SOLUTIONS

DATE: JANUARY 7, 2019

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

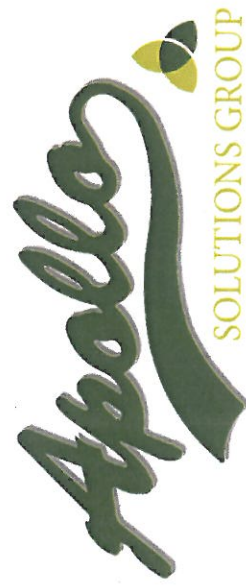
EXPLANATION:

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

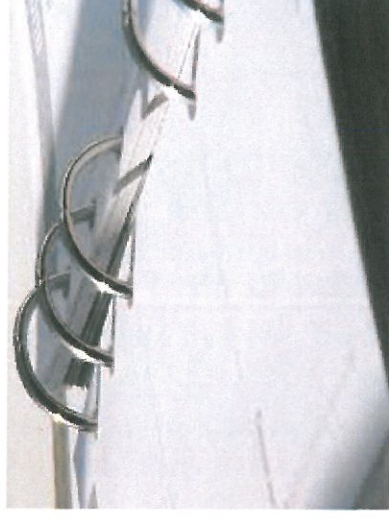


Elevating City Performance

Facility Improvements for:
City of Goldendale

Agenda

- Introductions
 - Scott Lewis – Account Manager
- Who is Apollo Solutions Group
- Energy Savings Performance Contracting (ESPC), the Concept
- Advantages and Procurement of Services
- Questions & Discussion
- Next Steps



Who We Are?

- Founded in 1981
- \$450M+ Annual Revenue.
- 1,500+ employees.
- 11th Largest Mechanical Contractor in the US (according to ENR Magazine).
- Certified as Native American Owned.
- Division of Apollo Mechanical
- Safest Contractor in the State of Washington for nine straight years.
- Developed over \$800m in ESPC experience.
- Highly experienced group with a unmatched focus on our customers.

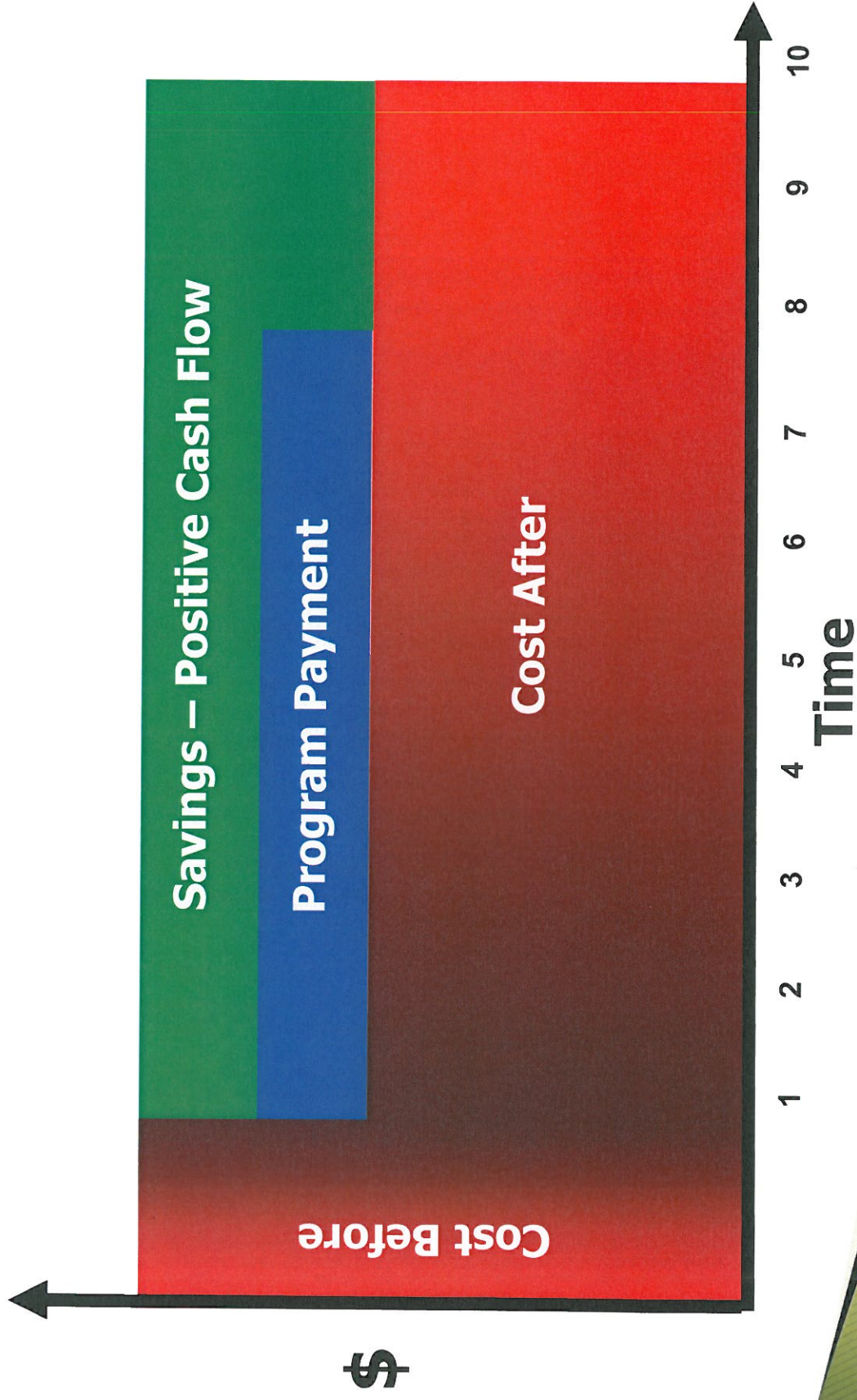
Our Performance Contracting Approach

- We are engineers with hard hats.
- Streamlined and collaborative development and procurement.
- Identify goals, plan, and develop roadmap to long term favorable outcomes.
 - Help develop and finance solutions.
 - Alignment with your objectives.
 - Implement the solutions.
 - Financially guarantee the results.

* Energy Savings Performance Contracts (ESPCs) *

Are guaranteed and can be self-funded - through energy and operational cost savings derived from implementing proposed Facility Improvement Measures (FIMs), utility incentives, and grants.

Performance Contracting



Advantages of ESPC

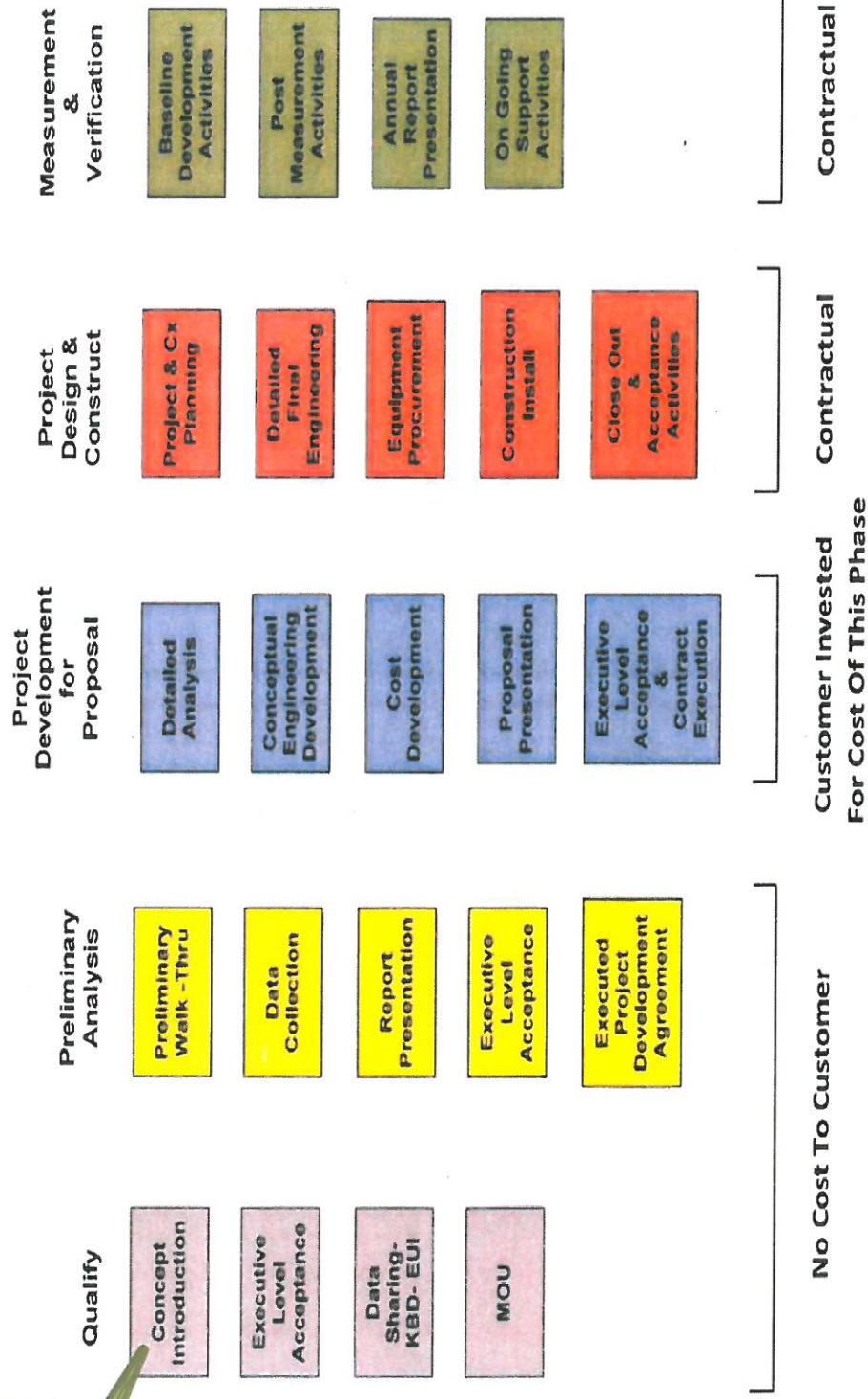
- Apollo Assumes the **Risk**
- The process is designed to provide *positive* results
 - Not just a “study”
- Assessment must meet customer’s financial criteria.
- Apollo **Guarantees:**
 - **Cost**
 - **Savings**
 - **Performance**

The savings are *measured, verified and guaranteed



ASG 5 Step Process

We are here



Client Projects:

➤ City of Kettle Falls – Energy and Solar	➤ Whitman Hospital and Medical Center – Energy
➤ Town of St. John – Solar	➤ Lakeland Village Phase II – Energy
➤ City of Benton City – Energy and Solar	➤ Island Hospital – Energy
➤ City of Pateros – Energy	➤ Columbia Basin Hospital – Energy
➤ City of Prosser – Energy	➤ Columbia School District – Energy
➤ City of Toppenish – Energy	➤ Lake Washington School District – Energy
➤ City of Colville – Solar	➤ Toppenish School District (Phase I) – Energy
➤ City of Palouse – Solar	➤ Toppenish School District (Phase II) – Energy
➤ Big Bend Community College – Energy	➤ Toppenish School District (Phase III) – Solar

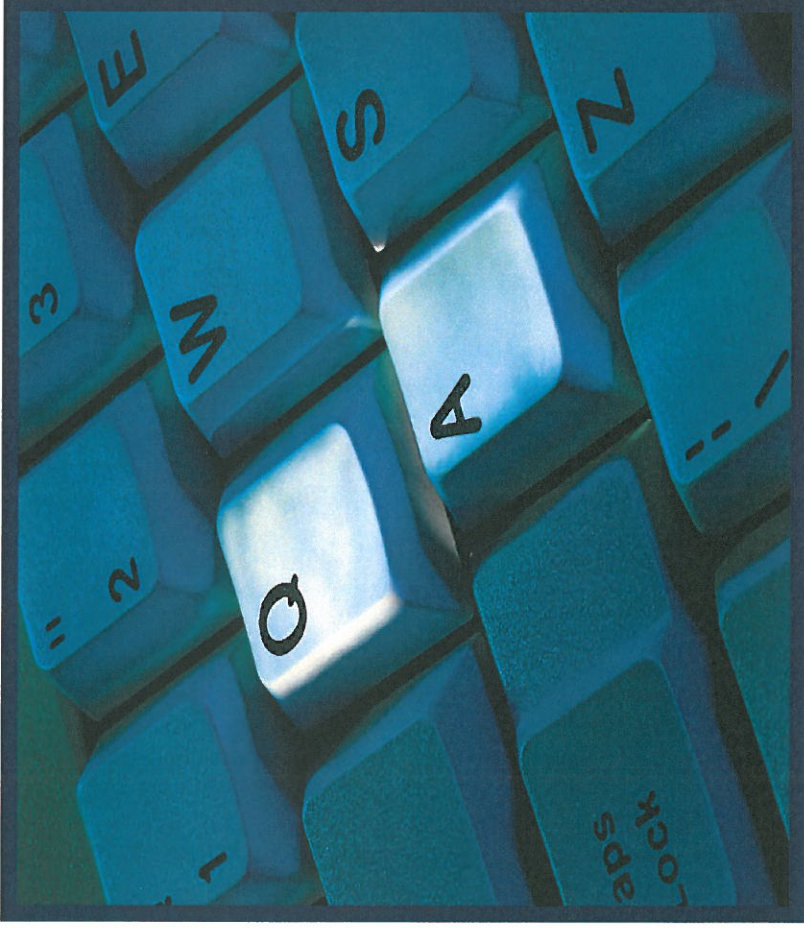


Next Steps

- Gain Council approval to sign the IAA and choose Apollo Solutions Group (ASG) as their ESCO.
- ASG performs the Preliminary Energy Audit and comes back to the City with a list of potential projects.
- No cost to the City.



Thank You



AGENDA BILL: E2

AGENDA TITLE: SHONIE SCHLOTZHAUER – EKONE
PROJECTS

DATE: JANUARY 7, 2019

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION:

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

Larry Bellamy

From: Shonie Schlotzhauer <shonie@ekone.org>
Sent: Monday, December 17, 2018 9:45 AM
To: Michael Canon
Cc: Larry Bellamy
Subject: RE: Ekone's project

Hello Mike,

Thanks so much for the kind and supportive reply. I really appreciate your willingness to provide a letter of support for our funding proposal.

I'd be delighted to share about our plans with the City Council, and hopefully earn their endorsement as well. I'll plan on attending the January 7 meeting, and can do a short presentation if desired, and answer any questions about our work and this project. Please just let me know if that works, and if there's anything else I need to know in advance. I'm looking forward to it!

Thank you and happy holidays!

Warmly,
Shonie

Shonie Schlotzhauer
Sacred Earth Foundation – Ekone Ranch
401 Ekone Rd, Goldendale, WA 98620
www.ekone.org – 509-773-4536 – shonie@ekone.org

A place for children of all ages!

From: Michael Canon [mailto:mcanon@ci.goldendale.wa.us]
Sent: Friday, December 14, 2018 3:31 PM
To: 'shonie@ekone.org'
Cc: Larry Bellamy
Subject: RE: Ekone's project

Shonie, The City of Goldendale will be very happy to provide a letter in support of the Sacred Earth Foundation - Ekone project.

Your e-mail with the beautiful attachments was very helpful in both understanding the issues and the goals. Thank you.

I think the first step would be to present the details of your project to the City Council and let them know the steps you are taking to accomplish the improvements. Their endorsement would be added support as well. I think the presentation should be given in early 2019 once the Christmas and New Year celebrations are behind us. Does this approach work for your team?

Best wishes for Christmas and the New Year.

Mike

Michael Canon, Mayor
City of Goldendale
1103 S Columbus Ave, Goldendale, Wa 98620
(office)509-773-3771 | (cell) 509-250-0431

From: Shonie Schlotzhauer [mailto:shonie@ekone.org]
Sent: Monday, December 10, 2018 11:19 AM
To: Michael Canon
Cc: Larry Bellamy
Subject: Ekone's project

Hi Mayor Mike,

I left you a voicemail today which got cut off, but email is probably better anyways!

I wanted to connect with you regarding a proposal we are working on for the state capital budget, on the recommendation of Gina Mosbrucker. Gina visited Ekone in the spring, and upon learning about our \$2 million capital campaign for facilities improvements, encouraged us to apply for a Local Community Project grant. I've been getting a lot of support and encouragement from the folks I've been talking with about this, including Chris Corry and Dana Peck. Dana will be providing a letter of support from the Chamber, and I'm wondering if the City would be willing to provide one as well.

Can you tell me the best way to proceed? I'd be happy to come talk with you and/or the full city council about our plans. We've been working closely with the County departments, but I'm not sure how much the city is aware of our work and our current efforts.

I am attaching some more information here for you (do note that the budget will be overhauled for this proposal, to account for the state requirement to pay prevailing wage).

Please do advise me on how to proceed!

Much appreciated,
Shonie

A few key points about the value and impact of our work and this project:

- Sacred Earth Foundation is an economic benefit to Goldendale, with an annual operating budget of \$370,000 and an organizational value of supporting local businesses.
- The funds invested in this project will significantly benefit local businesses and contractors.
- We employ 9 people year-round, and another dozen seasonally.
- We bring upwards of 1000 people a year to Klickitat County, who would not likely visit otherwise.
- Most of our campers and guests are from Portland and Seattle metro areas. We introduce many urban west-siders to the rural east-side, and provide a positive experience of dry land, close-knit community, putting hay in the barn, and other rural values. We hope this is some help in bridging the urban/rural divide in our region.
- We're taking an organization with a long legacy and doing the necessary work for it to be a benefit to our community for a long time to come.

Shonie Schlotzhauer
Sacred Earth Foundation – Ekone Ranch

401 Ekone Rd, Goldendale, WA 98620
www.ekone.org – 509-773-4536 – shonie@ekone.org

A place for children of all ages!

AGENDA BILL: G1

AGENDA TITLE: CHAMBER OF COMMERCE AGREEMENT

DATE: JANUARY 7, 2019

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION:

In accordance with the 2019 budget, the council approved to appropriate \$10,000 to economic development activities. To that end the city has negotiated an agreement with the Goldendale Chamber of Commerce to provide additional economic development activities outlined in the scope of work.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GOLDENDALE AND THE GREATER GOLDENDALE AREA CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT ACTIVITIES IN AN AMOUNT NOT TO EXCEED \$10,000.00 COMMENCING JANUARY 1, 2019 AND TERMINATING DECEMBER 31, 2019.

CITY OF GOLDENDALE

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES WITH THE GREATER GOLDENDALE AREA CHAMBER OF COMMERCE

I. PARTIES

This Agreement is entered into by and between City of Goldendale, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "GOLDENDALE," and GREATER GOLDENDALE AREA CHAMBER OF COMMERCE, c/o 903 E Broadway, Goldendale, WA 98620, a non-profit corporation, hereinafter referred to as the "GREATER GOLDENDALE AREA CHAMBER OF COMMERCE".

II. RECITALS

- A. Goldendale has determined that it should contract for economic development services.

III. STATEMENT OF SERVICES

The work to be performed by GREATER GOLDENDALE AREA CHAMBER OF COMMERCE under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

IV. COMPENSATION

The GREATER GOLDENDALE AREA CHAMBER OF COMMERCE will be paid in accordance with "Appendix B - Schedule of Payments," attached hereto.

V. TERM OF AGREEMENT

This Agreement shall commence January 1, 2019 and terminate December 31, 2019.

VI. DOCUMENTS INCORPORATED

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

General Terms and Conditions

Appendix A - Statement of Work

Appendix B - Schedule of Compensation and Method of Payment

VII. ADMINISTRATION

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

VIII. BOUND PARTIES

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

IX. **EXECUTION**

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

CITY OF GOLDENDALE

**GREATER GOLDENDALE AREA
CHAMBER OF COMMERCE**

By: _____
Title: Mayor

By: _____
Title: President

ATTEST:

GREATER GOLDENDALE AREA
CHAMBER OF COMMERCE
Federal ID No:

By: _____
City Clerk

Date: _____

Address: 1103 S. Columbus
Goldendale, WA 98620

Address: 903 E. Broadway
Goldendale, WA 98620

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

(a) **GOLDENDALE**

"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation.
"GREATER GOLDENDALE AREA CHAMBER OF COMMERCE" shall mean the person, firm, partnership, or corporation that has executed this Agreement.

(b) *Subcontractor*

A person, firm, partnership, or corporation having a contract, with a subcontractor to any tier of GREATER GOLDENDALE AREA CHAMBER OF COMMERCE for the performance of any part of the work.

2. AGREEMENT

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

3. INDEPENDENT CONTRACTOR

In performing services under this Agreement GREATER GOLDENDALE AREA CHAMBER OF COMMERCE shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of GOLDENDALE. For this reason, all of the GREATER GOLDENDALE AREA CHAMBER OF COMMERCE activities will be at its own risk.

4. PROFESSIONAL CONDUCT

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

5. INDEMINIFICATION

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

In any and all claims against GOLDENDALE by any employee of *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* under work's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSTULTANT* SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. **INSURANCE**

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

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

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

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

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

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

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

8. **NONDISCLOSURE**

GREATER GOLDENDALE AREA CHAMBER OF COMMERCE agrees that it will not divulge to third parties, without the written consent of GOLDENDALE, any information which relates to GOLDENDALE obtained from or through GOLDENDALE in connection with the performance of this Agreement unless: (i) the information is known to *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* prior to obtaining the same from GOLDENDALE; (ii) the information is obtained by *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* from a third party who did not receive the same, directly or indirectly, from GOLDENDALE and who has no obligation or

nondisclosure with respect thereto. *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by GOLDENDALE.

If so requested by GOLDENDALE, *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

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

10. COMPLIANCE WITH LAWS

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

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

11. TERMINATION

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

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

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

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

12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for

adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* of the notification of change.

13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by GOLDENDALE. This periodic review shall not relieve the *GREATER GOLDENDALE AREA CHAMBER OF COMMERCE* of responsibility for proper performance of the services.

14. AUDITS

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

15. REPORTS AND RECORDS

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

16. NOTICES

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

- END

APPENDIX A

STATEMENT OF WORK

PROVIDE ECONOMIC DEVELOPMENT SERVICES TO THE CITY OF
GOLDENDALE IN THE FOLLOWING AREAS:

1. Advise and update the Mayor and City Council on key elements of the Opportunity Zones and any prospects that might benefit an economic development project.
2. Keep the Mayor and City Council updated on the status of the John Day Pumped Storage Project.
3. Assist the City and State Parks by helping to coordinate submittal of an application to the International Dark Sky Association for designation as a IDSA Park and/or IDSA Community.
4. Develop and coordinate with the City and State Parks the marketing of the reopening of the Observatory.
5. Assist the City in the development of an Outdoor Lighting Educational plan to encourage voluntary compliance with the Goldendale Municipal Code.
6. Aid City staff with participation in the Special Committee on the improving the Airport Operations and Broadband Planning Feasibility Study.
7. Advise on any other Economic Development projects that would benefit Goldendale.
8. Maintain key Federal, State and local contacts that would benefit economic development activities that would benefit Goldendale.
9. Report on Economic Development activities at least once a quarter.

APPENDIX B-COMPENSATION AND METHOD OF PAYMENT

Terms of compensation are as follows:

1 st Quarter:	\$2,500.00
2 nd Quarter:	\$2,500.00
3 rd Quarter:	\$2,500.00
4 th Quarter:	\$2,500.00

TOTAL:	\$10,000.00	\$
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METHOD OF PAYMENT

An invoice should be submitted one week prior to the first Monday of the quarter following the quarter of service (For example, the invoice for payment of services for the first quarter should be submitted to the City by March 25, 2019. This payment will be processed by the City Council at the first Monday council meeting on April 01, 2019.

AGENDA BILL: G2

AGENDA TITLE: PRECISION APPROACH ENGINEERING INC
AGREEMENT

DATE: JANUARY 7, 2019

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION:

In the strategic plan for the Goldendale Municipal Airport, prepared by David Katchum it was recommended that the city do a focused update to the Airport Layout Plan. Mr. Katchum has also recommended Precision Approach Engineering, Inc. to perform the Airport Layout Plan Update. Mr. McFarland and city staff have negotiated an agreement to preform services outlined in the scope attached as exhibit A to the professional services contract.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GOLDENDALE AND PRECISION APPROACH ENGINEERING INC.IN AMOUNT NOT TO EXCEED \$12,000.00 FOR THE AIRPORT LAYOUT PLAN UPDATE.

AUTHORIZATION FOR PROFESSIONAL SERVICES

OWNER: City of Goldendale DATE: December 27, 2018

ADDRESS: 1103 S. Columbus, Goldendale, WA 98620

THIS AGREEMENT, made this ____ day of _____, 20__, by and between CITY OF GOLDENDALE, hereinafter called the "OWNER," and PRECISION APPROACH ENGINEERING, INC., 5125 SW Hout Street, Corvallis, Oregon, hereinafter called the "CONSULTANT." This AGREEMENT supersedes any prior AGREEMENT(s) or AMENDMENT(s), written or oral between the OWNER and CONSULTANT. This AGREEMENT shall be interpreted, construed, governed and enforced in accordance with and under the laws of the State of Washington, without regard to the principles of conflicts of law.

WHEREAS, OWNER intends to utilize professional airport consulting and engineering assistance to be accomplished over the project identified as follows:

AIRPORT LAYOUT PLAN (ALP) UPDATE – PLANNING SUPPORT SERVICES GOLDENDALE MUNICIPAL AIRPORT

1. **SCOPE OF SERVICES:** CONSULTANT will perform the following services:

See Exhibit A

2. **FEE FOR SERVICES:** CONSULTANT's fee for services identified above will be as indicated below following the checked boxes

- ☐ A retainer amount of \$_____ payable at the time this Authorization is executed. This retainer amount will apply to the fees due under this Agreement at the completion of the services provided by SUBCONSULTANT.
- ☐ A fixed fee of \$_____.
- ☒ A fee amount based on the attached Personnel Rates and Expenses (**Exhibit B**), with a cost not to exceed in the amount of \$12,000.
- ☐ Other: _____.

3. **EXTRA SERVICES:** CONSULTANT will also perform Extra Services (services not specified under Scope of Services), provided CONSULTANT and OWNER have agreed in writing to the scope and fee for the Extra Services.

WHEREAS, OWNER may intend to seek appropriate state agency and federal assistance for this PROJECT and the CONSULTANT will assist OWNER in these endeavors;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

A. EMPLOYMENT OF CONSULTANT

The OWNER hereby employs the CONSULTANT and the CONSULTANT accepts and agrees to perform the engineering planning services for the PROJECT as described in Exhibit A, Scope of Services for Airport Layout Plan (ALP) Update Planning Support Services.

B. OWNER'S RESPONSIBILITIES

OWNER, in consideration of the above commitments by the CONSULTANT, does hereby agree as follows:

- 1) The OWNER shall make available to the CONSULTANT all technical data, including maps, surveys, property descriptions, borings, and other information in the OWNER's possession that contains pertinent information required by the CONSULTANT relating to his work.
- 2) The OWNER shall provide access to the site as necessary to perform the engineering services.
- 3) The OWNER agrees to cooperate with the CONSULTANT in the approval of all planning documents. Timely decisions shall be made, should the OWNER disapprove of any part of said planning documents in order that no undue expenses will be caused the CONSULTANT. If the CONSULTANT is caused extra drafting or other expenses due to changes ordered by the OWNER after the completion and approval of the planning documents, the CONSULTANT shall be paid for such extra expenses and services involved.

C. COMPENSATION FOR CONSULTING/ENGINEERING SERVICES

The OWNER will pay the CONSULTANT the appropriate fee as complete compensation for all services rendered as herein agreed:

- 1) OWNER will pay the CONSULTANT for the services set forth in A-1 above, on an hourly basis in accordance with the CONSULTANT's Hourly Rates attached to this AGREEMENT and direct nonsalary expenses at actual cost for the project.
- 2) Any amount over the estimated cost for the services as set forth in this AGREEMENT or work beyond the scope the PROJECT will be negotiated and agreed upon between OWNER and the CONSULTANT in writing and an amendment prepared prior to the beginning of additional work shall be signed by the parties.
- 3) The CONSULTANT'S direct nonsalary expenses are defined as the costs incurred on or directly for the PROJECT, other than payroll cost. Such direct nonsalary expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the CONSULTANT. Direct nonsalary expense shall include, but not be limited to, necessary transportation cost, including mileage at the standard rates when automobiles are used and standard rates when aircraft are used, meals and lodging, laboratory tests and analyses, equipment rental, postage, shipping, printing, binding, and copying charges.
- 4) OWNER shall pay the CONSULTANT for professional services performed under this AGREEMENT for services performed during monthly billing periods within 45 days of receipt of invoice for services.
- 5) No reduction shall be made from the CONSULTANT's fee on account of penalty, liquidated damages, or other sums withheld from payment to any other party.
- 6) In the event of legal or other controversy not directly caused in whole or in part by the CONSULTANT's negligence, but requiring the services of the CONSULTANT, OWNER shall pay the CONSULTANT for services rendered in regard to such legal or other controversy, in accordance with the CONSULTANT's Hourly Rates, Exhibit B, attached to this AGREEMENT or as amended and approved by the OWNER for subsequent years, accordingly, and direct nonsalary expenses at actual cost, in addition to other sums of money payable under this AGREEMENT.

D. RESERVATIONS AND COMPLIANCE

- 1) OWNER, the funding state agency, and the FAA or any of their duly authorized representatives shall have access to any books, documents, papers, and all other records which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcripts. All documents shall be retained a minimum of five (5) years or as required by law. All documents produced under this AGREEMENT become the property of the OWNER.
- 2) The CONSULTANT reserves the right to obtain the services of other consulting engineers experienced in airport work to prepare and execute the work which is relating to the Project.
- 3) Insurance
 - (a) Insurance provided by CONSULTANT will be primary and non-contributory over any other insurance provided to the Additional Insured.
 - (b) CONSULTANT shall at its own expense provide the following insurance:
 - i Worker's Compensation and employer liability insurance as required by the State of Washington.
 - ii Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each claim or incident and in the aggregate. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
 - iii Commercial General Liability insurance including Products & Completed Operations coverage with a combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.
 - iv. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - v. Umbrella/Excess Liability insurance with combined single limits/or the equivalent, of not less than \$1,000,000 for Bodily Injury and Property Damage.
 - (c) Notice of cancellation or change. There shall be no cancellation or intent not to renew the insurance coverage(s) without 30 days' written notice from the CONSULTANT or its insurer(s) to the OWNER.
 - (d) Certificates of Insurance. In respect to General and Automobile Liability, and Professional Liability, and as evidence of the insurance coverage required by this contract, the CONSULTANT shall furnish acceptable insurance certificates, if requested by OWNER. CONSULTANT shall name OWNER and its elected officials, officers, volunteers, agents and employees as Additional Insureds on any insurance policies (not including worker's compensation and professional liability) required herein, but only with respect to CONSULTANT's services to be provided under this Contract. A copy of the Additional Insured Endorsement will be provided to the OWNER with the Certificate of Insurance. The certificate will specify all of the parties who are additionally insured. Insuring companies or entities are subject

to OWNER's acceptance. If requested, complete copies of insurance policies, trust agreements, etc., shall be provided to OWNER. The CONSULTANT shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

- 4) **Compliance with Laws.** In performing its services under the AGREEMENT, CONSULTANT shall comply with applicable federal, state, and local laws, ordinances, and regulations in effect at the time the services are performed, including the public contract laws of the State of Washington, the provisions of which are hereby incorporated by reference.
- 5) **Dispute Resolution.** OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the provision of this Agreement, or exercising their rights under law. If the parties fail to resolve a dispute through negotiation, then either or both may invoke their rights under law.
- 6) **Indemnification.** The CONSULTANT agrees to indemnify the OWNER, its officers, and employees and will hold them harmless from, any and all claims, damages, losses, or liabilities to the extent arising out of actual negligent acts, errors, or omissions of the CONSULTANT in the performance of this AGREEMENT, but only for that portion of such claims, costs, suits, or damages that reflect the percentage of negligence of the CONSULTANT compared to the total negligence of all persons, firms, or corporations that result in said damage to the OWNER.

The OWNER agrees to indemnify the CONSULTANT, its officers, and employees and will hold them harmless from, any and all claims, damages, losses, or liabilities to the extent arising out of actual negligent acts, errors, or omissions of the OWNER in the performance of this AGREEMENT, but only for that portion of such claims, costs, suits, or damages that reflect the percentage of negligence of the OWNER compared to the total negligence of all persons, firms, or corporations that result in said damage to the CONSULTANT.

If the actual negligent act or omission of both parties (or an entity they are legally liable for) is a cause of such damage or injury, the loss, cost, or expense shall be shared between Parties in proportion to their relative degrees of negligence.

- 7) **Title VI Assurances.** During the performance of this AGREEMENT, the CONSULTANT for itself, its assignees, and successors in interest (hereinafter referred to as the CONSULTANT), agrees as follows:
 - (a) **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulation, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - (b) **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by CONSULTANT during the CONTRACT, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Part 21, Section 21.5 of the Code of Federal Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulation.

- (c) **SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (d) **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER, state agency, or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, order, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses this information, the CONSULTANT shall so certify to the OWNER or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this CONTRACT, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate including, but not limited to, withholding of payments to the CONSULTANT under the CONTRACT until the CONSULTANT complies.

E. CONFIDENTIALITY

With respect to any information supplied in connection with this Agreement and designated by either Party as confidential, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and use and reproduce the confidential information only as necessary to perform its obligations under this Agreement or as otherwise required by law, rule or regulation or to fulfill professional obligations and standards and for no other purpose. For clarity, confidential information shall include all Personal Data. Notwithstanding the foregoing, the obligations in this section will not apply to information which is: (a) publicly known; (b) already known to the recipient; (c) lawfully disclosed by a third-party; (d) independently developed by the recipient without benefit of the disclosing Party's confidential information; or (e) disclosed pursuant to legal requirement or order.

If either Party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose disclosing the other Party's confidential information, recipient shall, unless prohibited by law, provide prompt written notice to disclosing Party of such demand in order to permit it to seek a protective order. So long as recipient gives notice as provided herein, recipient shall be entitled to comply with such demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter.

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

- 1) **POLICY:** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this AGREEMENT.
- 2) **DBE OBLIGATIONS:** The CONSULTANT agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this AGREEMENT. In this regard, the CONSULTANT shall make all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contract. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

G. STANDARD OF CARE

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services. The CONSULTANT will re-perform services not meeting this standard without additional compensation.

H. TERMINATION OF AGREEMENT

- 1) In the event that the OWNER authorizes the CONSULTANT to proceed to execute the various portions of work called for herein, this AGREEMENT shall be in full force and effect until completion and acceptance of the work by the OWNER.
- 2) This AGREEMENT may be terminated by either party by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. Either party may terminate this AGREEMENT for any reason whatsoever upon 30 days' written notice to the other party.

I. CERTIFICATION OF CONSULTANT

OWNER and the CONSULTANT hereby certify that the CONSULTANT has not been required, directly or indirectly, as an express implied condition in connection with obtaining or carrying out this contract to:

- 1) Employ or retain, or agree to employ or obtain, any firm or persons.
2. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

J. SUCCESSORS AND ASSIGNMENTS

- 1) OWNER and CONSULTANT each assign themselves, their partners, successors, executors, and administrators to this AGREEMENT.
- 2) Except as above, neither the OWNER nor the CONSULTANT shall assign, sublet, or transfer their interest or obligation hereunder in the AGREEMENT without the written consent of the other. Any transfer of such rights without written consent shall be void.
- 3) It is understood by OWNER and the CONSULTANT that any funding state agency, and the FAA or other federal agencies, are not a party to this AGREEMENT and will not be

responsible for associated costs except as should be agreed upon by OWNER and the agency under a grant agreement for a PROJECT.

K. SEVERABILITY AND SURVIVAL

All express representation, waiver, indemnification, included in this Agreement will survive its completion or termination for any reason. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

L. NOTICES

All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

<u>OWNER</u>	<u>CONSULTANT</u>
City of Goldendale Attn: Larry Bellamy 1103 S Columbus Goldendale, WA 98620 Phone: 509-773-3771 Fax: Email: lbellamy@ci.goldendale.wa.us	Precision Approach Engineering, Inc. Attn: Corley McFarland/President 5125 SW Hout Street Corvallis, OR 97333 Phone: 541-754-0043 Fax: 541-754-7649 Email: cmcfarland@preappinc.com

M. ATTORNEY FEES

In the event that this AGREEMENT is in any suit, action, or other enforcement, the prevailing party shall be entitled to recover such sum, as the court may adjudge reasonable for attorney's fees, including reasonable attorney's fees for the prevailing party allowed on appeal to a higher court or courts.

N. AUTHORIZE SIGNER

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

IN WITNESS WHEREOF, OWNER and the CONSULTANT have made and executed this AGREEMENT the day and year first above written.

For: **CITY OF GOLDENDALE**

For: **PRECISION APPROACH ENGINEERING, INC.**

By: _____

By: Corley McFarland

Title: _____

Title: President

Date: _____

Date: 12/27/2018

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EXHIBIT A
SCOPE OF SERVICES FOR
AIRPORT LAYOUT PLAN (ALP) UPDATE
PLANNING SUPPORT SERVICES
DECEMBER 2018

CITY OF GOLDENDALE
GOLDENDALE MUNICIPAL AIRPORT

PROJECT DESCRIPTION

This project will provide additional analysis and recommendations for the following elements at the Goldendale Municipal Airport (GMA):

- Runway length, width, and alignment
- Aircraft fuel system siting, layout configuration, and fuel types
- Future hangar development layout
- Future utility development to support airport infrastructure/development
- Existing “through-the-fence” operations including privately owned parcels within airport property
- Airport and surrounding property zoning
- Planning level cost opinions for Capital Improvement Projects in support of the above items

Work performed under this project will build upon prior work including the 2018 Airport Strategic Plan and 2006 Airport Layout Plan and Narrative Report. Once the City of Goldendale and airport stakeholders finalize recommendations, an update to the existing Airport Layout Plan (ALP) incorporating the recommended concepts will be completed.

CONSULTANT ELEMENTS OF WORK

Precision Approach Engineering, Inc. (PAE) will provide airport-planning services in support of the project work elements as listed in the Scope of Services below. Proposed work will follow industry standards and guidelines (including WSDOT Aviation Standards) when applicable, and when able Federal Aviation Administration standards. It is anticipated that the majority of this work will occur at the beginning of 2019.

SCOPE OF SERVICES

Task 1 – Project Administration/Management

PAE will manage internal project efforts and coordination with the City of Goldendale (City). PAE’s specific responsibilities/activities consist of:

1. Client communications and information exchange
2. Contracting with the City of Goldendale
3. Provide project schedule, including up to one (1) City requested revision
4. In-house file management, invoicing

Task 1 Deliverables:

- Scope of Services
- Monthly invoices
- Project schedule

Task 2 – Project Status Review Meetings

Once the work commences, PAE will coordinate and attend onsite and conference call meetings to review the status of the project with the City, Goldendale Airport Committee (GAC), and other stakeholders as directed by the City. PAE's specific responsibilities/activities consist of:

1. Travel, meeting and meeting preparation for one (1) kickoff meeting at the start of the project. It is anticipated that this meeting will be attended by one PAE staff member and will take place in the greater Portland area.
2. Travel, meeting and meeting preparation for one (1) GAC/Stakeholder meeting during the project. It is anticipated that this meeting will be attended by one PAE staff member and will take place at a facility provided by the City.
3. Conference call meetings with the City to discuss project progress/incorporate changes/answer questions (Up to 3 conference calls)

Task 2 Deliverables:

- Agendas for meetings

Task 3 – Analysis, Recommendations and Airport Layout Plan Update

Planning support services will include analysis and recommendations for the proposed work elements building upon prior work including the 2018 Airport Strategic Plan, the 2006 Airport Layout Plan and Narrative Report, and other documents provided to PAE by the City. Once recommendations are finalized and approved by the City, the concepts will be incorporated into the existing Airport Layout Plan (ALP) and Building Area Plan drawings. PAE's specific responsibilities/activities consist of:

1. Review background information
2. Additional analysis and recommendations for the following elements:
 - Runway length, width, and alignment
 - Fuel system siting, layout configuration, and fuel types
 - Future hangar development layout
 - Future utility development to support airport infrastructure/development
 - Existing "through-the-fence" operations including privately owned parcels within airport property
 - Airport and surrounding property zoning
3. Planning level costs opinions for Capital Improvement Projects for proposed work elements
4. Airport Layout Plan (ALP) drawing updates consisting of
 - Update existing 2006 ALP (Sheet C1.1) to reflect updated concepts
 - Update existing 2006 Building Area Plan (Sheet C1.2) plan reflecting updated hangar layout and fuel system siting/configuration

Task 3 Deliverables:

- Analysis and recommendations for proposed work elements
- Planning level cost opinions for proposed work elements
- Updated ALP drawing (Sheet C.1.1) – Draft and final deliverable
- Updated Building Area Plan (Sheet C1.2) - Draft and final deliverable

Exclusions:

- No evaluation or updates to the existing Airport Reference Code (ARC)
- Since ARC remains unchanged, no existing airport geometry changes will be evaluated
- Updates to the entire ALP sheet set are not included
- A list of aircraft to be included in the runway analysis to be provided by others
- AutoCAD compatible ALP drawings and “plot style” to be provided by others

SCHEDULE

The following schedule assumes a start date of January 7. The schedule will be adjusted based on actual start date.

Task	Duration	Start	End
Task 1: Project Administration/management	Entire Project		
Task 2: Meetings			
<i>Kickoff meeting</i>	<i>1 day</i>	<i>Week of January 7th</i>	
<i>GAC/Stakeholder meeting</i>	<i>1 day</i>	<i>Week of February 18th</i>	
Task 3: Analysis, Recommendations, and ALP Update			
<i>Analysis and recommendations</i>	<i>3 weeks</i>	<i>January 14</i>	<i>February 4</i>
<i>Planning level cost opinions</i>	<i>2 weeks</i>	<i>February 5</i>	<i>February 19</i>
<i>ALP updates with draft to City for review</i>	<i>1 week</i>	<i>February 5</i>	<i>February 12</i>
<i>Final ALP updates</i>	<i>1 week</i>	<i>February 25</i>	<i>March 4</i>

PROPOSED COST

Precision Approach Engineering, Inc. proposes a not-to-exceed cost of \$12,000 for labor and expenses associated with the services listed in this scope of work. A complete list of standard labor rates will be provided to incorporate into the contract for this work.

GENERAL EXCLUSIONS

This Scope of Services is complete upon delivery of ALP updates.

City to provide background documents (PAE has a PDF copy of the 2006 Airport Layout Plan sheet set and a draft copy of the 2018 Airport Strategic Plan)

Environmental and permitting – No environmental or permitting work is included in this scope.

This scope of services does not include performance of any further special studies or services beyond those specifically stated. Should the project be found to require further studies or services, a revised scope of services and fee proposal will be required. Since GMA is not required to meet FAA standards, this work will follow WSDOT Aviation guidelines. Work will incorporate FAA standards where deemed feasible by PAE. Non-standard concepts will be discussed with the City and documented in the analysis.

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EXHIBIT B

2019 STANDARD LABOR RATES - WA

Classification	2018 Rate
ADMIN 1	\$75.40
ADMIN 2	\$87.40
ADMIN 3	\$101.00
ADMIN 4	\$112.60
ADMIN 5	\$125.40
ADMIN 6	\$135.20
TECHNICIAN 1	\$101.00
TECHNICIAN 2	\$112.60
TECHNICIAN 3	\$125.40
TECHNICIAN 4	\$140.20
TECHNICIAN 5	\$153.40
TECHNICIAN 6	\$167.80
ENGINEER 1	\$126.80
ENGINEER 2	\$141.20
ENGINEER 3	\$154.80
ENGINEER 4	\$171.20
ENGINEER 5	\$195.80
ENGINEER 6	\$226.00
ENGINEER 7	\$249.60
ENGINEER 8	\$278.80
ENGINEER 9	\$319.80

AGENDA BILL: G3

AGENDA TITLE: BERGERABAM AGREEMENT

DATE: JANUARY 7, 2019

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION:

The city has been awarded grants from CERB (\$50,000) and Klickitat County Economic Development Authority (\$17,000) to develop a Community Broadband Plan. It received four proposals of which two were interviewed. Following the interviews, the special committee on broadband planning recommended negotiating an agreement with BergerABAM to develop a community broadband plan in accordance with the CERB broadband planning study requirements. BergerABAM has developed a comprehensive proposal that will comply with all of the CERB broadband study and planning requirements.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GOLDENDALE AND BERGERABAM FOR THE COMMUNITY BROADBAND PLAN IN AN AMOUNT NOT TO EXCEED \$65,000.00.

3 January 2019

Mr. Larry Bellamy, City Administrator
City of Goldendale
1103 S. Columbus Avenue
Goldendale, WA 98620

Subject: Community Broadband Plan Proposal

Dear Larry:

Thank you for the opportunity to submit the following scope of services to provide professional services relating to the creation of a community broadband plan for the City of Goldendale.

Goldendale seeks a professional team skilled at plan development – from outreach, visioning, and consensus-building to planning and implementation – to facilitate the development of a broadband plan that will meet the current and future needs of businesses and residents. The understanding and work plan of the BergerABAM team (consultant) are based on our experience completing similar efforts, the City's scope of work, and the requirements of Community Economic Revitalization Board (CERB) grant funding.

UNDERSTANDING

The consultant understands that the City is a small rural community that is fortunate to number agriculture, wind generation, sunny skies, and a high quality of life among its assets. As the seat of Klickitat County, Goldendale works closely with its economic development partners and local employers to keep out-migration in check and enhance job growth through infrastructure development as well as other initiatives.

A robust broadband system is a catalyst infrastructure component to attracting world-class, next-generation industry and promoting high-performance economic development growth opportunities in Goldendale, Klickitat County, and south-central Washington. In addition to technical feasibility and layout and cost components, key outcomes from this study will include a community vision for broadband uses, code and plan update recommendations, and a management plan or action plan for use as a roadmap for getting it built.

The consultant understands that the City has already formed its Broadband Planning Committee (BPC) and held initial meetings. The next steps include organizing ongoing meetings, developing a vision, and getting direction from the BPC and local (internet service providers [ISP]), who may be contacted separately for key project input. Additional tasks will address CERB grant requirements and help determine the feasibility of the broadband system.

The following preliminary work plan includes seven primary tasks. Their result will be a community broadband plan that assesses gaps in current broadband service and community needs, addresses barriers to implementation, and recommends plan and code amendments.

WORK PLAN

This work plan informs the project schedule and confirms our understanding and approach to the successful completion of a community broadband plan for Goldendale.

General Assumptions

- The work plan will take place over a six-month timeline, from mid-January to mid-July 2019.
- The City will host the kickoff meeting and provide meeting space for all BPC and public meetings, including local notification of all meetings, as required/preferred.
- The City will review and provide one consolidated set of comments on all meeting agendas, summaries, and work products prepared by consultant.
- The City will lead CERB review compliance task with consultant team materials and support.

Task 1.0: Project Kickoff and Management

The City and its BPC have discussed initial goals for the community broadband plan. For this task the BergerABAM team will conduct the following:

- Prepare for and participate in a kickoff meeting with City staff to confirm the work scope and strategy for developing the plan, identify stakeholder and BPC members, and identify ISP technical contacts.
- Provide monthly progress reports and invoices for the City and BPC.

Assumptions

- In-person project management meetings will be held concurrent with meetings scheduled in Goldendale (BPC and public meetings); all others will be via phone or email.
- The City will provide a list of BPC, ISP, and broader stakeholder contacts, and existing broadband background data for consultant team use at or following the kickoff meeting (within 10 days).
- Minor amendments to this draft work scope can be accommodated, but major changes may require optional or added fee.
- The kickoff meeting will be up to two hours in length and attended by the consultant project manager.
- The consultant will provide monthly invoices.

Deliverables

- Draft and final list of stakeholders
- Monthly progress reports and Invoices (up to six)

Mr. Larry Bellamy

3 January 2019

Page 3

Task 2.0: Research

The consultant will conduct a research process to vet and add to preliminary data provided by the City. This process will include qualitative and quantitative data gathering that will result in a data gaps memorandum and recommendations for updates to the comprehensive plan and zoning code. Specifically, the consultant will:

- Make telephone contact and up to two in person meetings with local ISPs to understand system expansion/extension needs, potential for 5G service, and gather the system and gap information needed to develop a preliminary system layout and planning-level cost estimate to be summarized later in a system gaps memorandum (Task 5.0). For this task, brief available data and gaps summary notes (informal working notes) will be prepared as a basis for the Task 5.0 gap analysis.
- Review broadband provisions in Goldendale's zoning code, national model code provisions, and one rural community planning and zoning code that enhance broadband development, including any examples of streamlining reviews or fee-structured incentives. The code review and summary memorandum will be conducted, including results and recommendations based on:
 - Online review of the National League of Cities model broadband code
 - Telephone inquiry with one rural jurisdiction about their broadband code
 - Review of franchise authority
 - Review of Washington State Opportunity Zone requirements and potential applications for Goldendale

Assumptions

- The consultant will contact up to five active local ISPs by phone, and facilitate one in person ISP meeting in Goldendale and one in Hood River as needed.

Deliverables

- Summary notes resulting from inquiries with local ISPs and preparation of brief available data, 5G potential, and data gaps notes.
- Draft and final code review memorandum, including recommended updates to the Goldendale Comprehensive Plan and Zoning Code, and other regulatory or franchise-related recommendations to encourage broadband.

Task 3.0: Community and BPC Outreach

This task is designed to address questions of community need, gaps in service, and willingness to pay for broadband services. Outreach will include a series of community broadband and BPC meetings to involve key stakeholders and the community in the development and review of the community broadband plan. The process will seek to uncover any reservations about the project and find answers to important questions such as:

- What internet infrastructure and services exist?

- Do they meet the current needs of our businesses, agencies, schools, hospitals, and neighbors adequately? What are these entities' current and short- and long-term technology needs?

The feedback captured during the meetings and events described below will be reflected in the data gaps memorandum outlined in Task 2.0 and the draft and final community broadband plan (Task 7.0). Throughout the project, the consultant will plan and facilitate the following community and BPC outreach tasks.

- BPC Meeting 1 – confirm goals, define a vision, and review the project strategy, work plan, and timelines.
- Community Event 1 – hold a community visioning meeting in which the public and stakeholders can express their views on the need for improved broadband and the vision for its future in the community. This event will be held following and on the same day as BPC Meeting 1.
- BPC Meeting 2 – review research and market analysis (model code survey, market opportunities [Task 4.0]; system layout, costs, and management plan [Task 5.0]; pro forma analysis [Task 6.0]); and draft community broadband plan.
- Community Event 2 – roll out the draft community broadband plan for final community review. BPC members, ISPs, and community stakeholders invited to participate.
- Final BPC Meeting is a joint BPC/City Council endorsement meeting – review final community broadband plan.

Assumptions

- The consultant will prepare and the City will deliver agendas and materials in advance of BPC meetings.
- The consultant will provide two community event itineraries and summaries.
- BPC meetings and community events will be up to two hours in length.
- Community Event 1 will be held back to back with BPC Meeting 1.
- Two consultant staff will attend Community Events 1 and 2.
- One consultant staff will attend BPC Meetings including the joint City Council/BPC plan endorsement meeting.
- The City and/or Council members on the BPC will provide Council updates throughout the project.
- The City will prepare agendas and summaries for and lead the joint City Council/BPC plan endorsement meeting; the consultant will provide support at the meeting.

Deliverables

- Two BPC meeting agendas and summaries
- Two community event itineraries and summaries (vision and draft plan rollout)

Mr. Larry Bellamy

3 January 2019

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Task 4.0: Market Assessment

For the market assessment, the consultant will conduct the following tasks:

- Assess structural industry trends leading to the demand for broadband infrastructure, including forecasts of ISP traffic demand as well as structural changes in business practices by industry.
- Identify industries where technological shifts relying on fiber are most prevalent and cross-reference these sectors with industries for which Goldendale is competitive, given other community and locational assets. Conduct a case study analysis of up to two areas where rural broadband systems have been implemented, evaluate the systems and the character and nature of the industries/companies recruited, and identify innovative industries and capital, including venture capital, patents, and research and development grant funding.
- Provide an estimate of lease rate premiums for office and industrial space associated with broadband access.
- Prepare a draft and final memorandum documenting market research methods, findings, and recommendations.

Assumptions

- The City will provide available market data and encourage ISPs to also provide available input.

Deliverables

- Draft and final market assessment memorandum

Task 5.0: System Layout and Planning-Level Cost Estimates

For the development of the system layout and planning and level cost estimates, the consultant will:

- Prepare a system gaps memorandum and provide a conceptual broadband layout using GIS mapping, based on available GIS data provided by the City and the information collected in the previous tasks.
- Prepare planning-level cost estimates for the Goldendale community broadband plan based on similar projects in two other rural communities.
- Provide a pro forma analysis (Task 6.0) and the management plan required by CERB that indicates implementation action items – next step tasks, responsibilities, and timeline in matrix format based on input from the ISPs and City.

Assumptions

- The City will provide available GIS data on broadband infrastructure and available right of way, and encourage ISPs to share available private system data.
- The consultant will rely on GIS data provided by the City and ISPs for general system layout needs.
- The layout will be in GIS file format and will not include detailed engineering plans.
- The layout will be provided as general linear fiber connections within existing rights of way, and proposed to fill gaps in existing service.

Mr. Larry Bellamy

3 January 2019

Page 6

- Planning-level cost estimates will be provided based on known costs for similar systems rather than by pre-engineering the system (layout and cost estimates are general for planning and funding purposes as "order of magnitude" estimates).
- The City will provide key input to the management plan, helping to assign what city responsibilities are appropriate, including timing and tasks for the next steps matrix.

Deliverables

- Draft and final:
 - System gaps memorandum
 - GIS-based map of system layout
 - Planning-level cost estimates
 - Management plan, including implementation action items

Task 6.0: Financial Pro Forma Analysis

Future high speed communications investments within Goldendale will generate economic and fiscal benefits to the City, Klickitat County, and the state. The consultant will develop a financial pro forma model that considers prior public/private capital investments (assets), existing/future debt obligations (liabilities), and net operating requirements to document the financial viability of making capital and operating investments. To complete the pro forma work, the consultant team will:

- Meet with project team and four ISPs to confirm facility asset values, future capital and operation costs, and public/private ownership and management assumptions.
- Identify project improvement funding assumptions and revenue requirements.
- Determine annual revenue generation assumptions based on competitive telecom rates provided by the City.
- Prepare a long-term, 10-year financial pro forma analysis computer spreadsheet model in MS Excel. The analysis will identify project variables and generate financial findings with regard to key performance metrics, such as return on equity investment, debt coverage ratios, supportable debt/equity, and project break-even analysis.
- Identify potential risk management financial policy measures from the City's perspective.
- Provide a technical memorandum with a supporting narrative and tabular graphics.
- Present findings to City representatives via a teleconference.

Assumptions:

- ISPs will confirm facility asset values, future capital and operation costs, and public/private ownership and management assumptions.
- Pro forma analysis will be a 10-year analysis and provided in MS Excel format.

Deliverables

- Draft and final pro forma technical memorandum

Task 7.0: Community Broadband Plan

For the development of the Community Broadband Plan the consultant will:

- Compile a draft and final community broadband plan documenting the information obtained during the previous tasks and the team's findings and recommendations. The plan will include the following elements:
 - Kickoff goals and objectives
 - Existing/preliminary data and gap analysis
 - Stakeholder and ISP contact list and model code survey
 - Market research memorandum
 - System layout, with planning-level cost estimates
 - Pro forma and management plan, including findings and a matrix showing next steps for implementation
 - Explanatory graphics to assist understanding
 - Attachments: BPC summaries, CERB compliance worksheet completed jointly with City staff, copies of meeting materials
- Prepare a final plan addressing City comments.

Assumptions

- The City will review the draft plan and provide one consolidated set of comments for consultant team consideration.
- The consultant will include the GIS layout and up to four explanatory graphics to aid reader understanding of the plan.
- The City will lead CERB compliance with support through consultant team products and additional support for compliance worksheet (up to 16 hours budgeted).

Deliverables

- Draft and final community broadband plan
- Final plan presentation to City Council (as described in Task 3.0)

FEE

The following professional fees, including an estimated \$840.00 in expenses, will be billed as incurred and will not exceed \$65,000.00 without written authorization:

Task 1.0:	\$ 3,530
Task 2.0:	8,600
Task 3.0:	8,900
Task 4.0:	13,530
Task 5.0:	10,245
Task 6.0:	5,880
Task 7.0:	13,475
Expenses:	<u>840</u>
Total:	<u>\$65,000</u>

Mr. Larry Bellamy
3 January 2019
Page 8

CLOSING

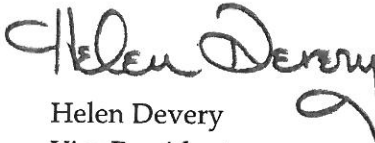
If you wish to accept this proposal, please show your acceptance by signing in the space provided below. Please return a fully executed copy of the entire proposal to me by fax (360/823-6101) or PDF and retain the original for your files. We will consider the signed date as our notice to proceed. This proposal is valid for 30 days.

We thank you for the opportunity to provide this proposal and we look forward to working with you. Should you have questions, please call me at 360/823-6100.

Sincerely,



Scott Keillor
Senior Project Manager



Helen Devery
Vice President

JSK:llt

Attachments

Standard Terms and Conditions

ACCEPTED BY

CITY OF GOLDENDALE

Signature

Name (Printed)

Title

Date

STANDARD TERMS AND CONDITIONS

BILLINGS

Lump-sum jobs are billed according to agreed-upon milestones, on a percent-of-completion basis. Time and expense jobs are invoiced in accordance with the labor and other costs incurred in performing the work. Personnel are billed at a rate that includes labor overhead and an allowance for profit. Project-related expenses are billed at cost or use rate plus 10 percent (10%).

PAYMENT SCHEDULE

Invoices are submitted monthly for services performed during the prior month and are due upon receipt. If Client fails to make any payment due BergerABAM for services and expenses within thirty (30) days after receipt of BergerABAM's statement therefore, the amounts due shall bear interest, at the prevailing legal rate from said thirtieth day. In addition, BergerABAM may, after giving seven (7) days written notice to Client, suspend services under this Agreement until BergerABAM has been paid in full all amounts due for services, expenses, and charges. Attorneys' fees and other costs incurred in collecting a delinquent amount will also be charged. Late or nonpayment of fees is cause for immediate termination by BergerABAM.

CHANGED CONDITIONS

Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule shall be made. BergerABAM will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by BergerABAM.

In the event that government jurisdictions, at any level, legislate new taxes or administratively interpret existing regulations such that additional taxes apply to this work, this shall be cause for an equitable adjustment of the contract fee in recognition of the increased taxation.

TERMINATION

Either Client or BergerABAM may terminate this contract at any time, upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event of termination of this Agreement, BergerABAM shall be paid for all services rendered up to the date of termination, and shall be paid for all unpaid Additional Services and unpaid Reimbursable Expenses incurred up to the date of termination, and shall be paid for all termination expenses. Upon termination, BergerABAM will close the job in an orderly fashion and Client shall pay BergerABAM for its reasonable closing costs.

PROJECT RELATIONS

BergerABAM shall not direct or supervise Contractor or other third parties and will not act as Client's agent. Contractor and/or Client is solely responsible for the means and methods of construction, including job-site safety. BergerABAM is responsible solely for the negligent acts

and omissions of its own employees, agents, and subconsultants. BergerABAM is not responsible for the negligent acts or omissions of others, against which Client will defend and indemnify BergerABAM.

BERGERABAM PERSONNEL AT CONSTRUCTION SITE

The presence of BergerABAM personnel at a construction site, whether as on-site representatives or otherwise, shall not make BergerABAM in any way responsible for those duties that belong to the Client and/or the Construction Contractors or other entities, and does not relieve the Construction Contractors or any other entities of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating all portions of the construction work in accordance with the contract documents, and any health or safety precautions required by the work.

BergerABAM's site responsibilities are limited solely to the activities of BergerABAM and BergerABAM employees on site. These responsibilities shall not be inferred by any party to mean that BergerABAM has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone. The contractor's methods of work performance, techniques, superintendence of the contractor's employees, sequencing of construction, and procedures necessary for coordinating all portions of the construction work in accordance with the contract documents are also the sole and exclusive responsibilities of the contractor alone.

Client warrants that: (1) the Construction Contractor's responsibilities will be made clear in Client's agreement with the Contractor; (2) Client's agreement with the Contractor shall require the Contractor to indemnify, defend, and hold Client and BergerABAM harmless from any claim or liability for injury or loss arising from Client's or BergerABAM's alleged failure to exercise site safety responsibility; and (3) Client's agreement with the Contractor shall require the Contractor to make Client and BergerABAM additional insureds under the contractor's general liability insurance policy, which insurance protection shall be primary protection for Client and BergerABAM.

Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against BergerABAM and indemnify, defend, and hold BergerABAM harmless from any claim or liability for injury or loss arising from BergerABAM's alleged failure to exercise site safety responsibility. Client also shall compensate BergerABAM for any time spent or expenses incurred by BergerABAM in defense of any such claim. Such compensation shall be based upon BergerABAM's prevailing fee schedule and expense reimbursement policy. (The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.")

SUPPORTING SUBCONSULTANTS

BergerABAM works on a continuing basis with a group of selected specialized subconsultants as required to balance peak staffing requirements and provide specialized expertise for scheduled workload. BergerABAM reserves the right to make assignments to these firms, including, but not limited to, routine word processing, drafting, civil and structural engineering, and environmental work. Work by these firms is performed under the oversight of the BergerABAM project manager and is subject to BergerABAM quality review. Services performed by subconsultants will be billed to client by BergerABAM at actual costs plus 10 percent (10%). If requested, BergerABAM will make information on collaborating subconsultants available for client review.

LOANED EMPLOYEES FROM AFFILIATE COMPANIES

BergerABAM is a member of the Louis Berger family of consulting engineers, one of the largest consulting engineering organizations in the world. BergerABAM reserves the right to supplement in-house project staff with loaned employees from its Louis Berger affiliates. Unless otherwise specifically defined, any added costs associated with the use of these employees will be handled internal to BergerABAM, and clients will be charged at BergerABAM standard rates for the grade and/or skill level of employees involved.

USE OF OWNER-SPECIFIED CONSULTANTS OR CONTRACTORS

BergerABAM will comply with Client's directives in utilizing services of owner-specified consultants on the project. The liability of BergerABAM arising from the work of such subconsultants will be limited to proceeds available from the subconsultants' insurance(s) to the extent permitted by law.

HAZARDOUS WASTE

Client warrants that, to their knowledge and belief, there are no hazardous materials or substances (as defined by applicable law and regulation) associated with the work. Discovery of such will constitute, at BergerABAM's option, either a changed condition or cause for termination by BergerABAM. Following discovery, Client shall take all measures needed to protect health and safety. Client shall comply with all applicable laws and regulations and will make all required notifications. Client acknowledges that BergerABAM does not assume responsibilities of a generator, operator, transporter, or an arranger in the treatment, storage, disposal, or transportation of waste under any applicable law.

DATA DOCUMENTS AND RECORDS

BergerABAM shall be entitled to rely upon the accuracy and completeness of all data furnished by Client to BergerABAM that is used by BergerABAM in providing services under this Agreement.

REUSE OF DOCUMENTS

All documents prepared by or furnished by BergerABAM pursuant to this Agreement are instruments of service in respect of the Project. They are BergerABAM's property. Client may make and retain copies of information for reference in connection with the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by

Client or others upon modifications of the Project or on any other project. Any reuse without written verification or adaptation by BergerABAM for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BergerABAM, and Client shall indemnify and hold harmless BergerABAM, its officers, directors, agents, and employees from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from. Any such verification or adaptation of drawings will entitle BergerABAM to further compensation at rates to be agreed upon by Client and BergerABAM.

USE OF ELECTRONIC DATA

The use of any electronic data associated with this project is restricted to the original site and project for which it was prepared. Unless otherwise specifically agreed, information contained in transmitted electronic files is proprietary and is to be used only as an aid toward the successful completion of this project.

Electronic copies of drawings shall not be interpreted to be true-scale documents of the proposed work. If these drawing files are being altered by another party as part of an effort to generate as-built drawings or for any other purpose, BergerABAM accepts no liability and/or responsibility for the accuracy of these as-built or other documents. In addition, all drawing information contained in transferred electronic files, including, but not limited to, symbol libraries, blocks, details, etc. may not be reproduced, sold, distributed, or utilized in any form on any other project or by anyone else.

BergerABAM has provided the data contained in any electronic files solely for the Client's convenience and/or benefit. Reuse or reproduction of transmitted electronic data for any other purpose or party for which the material was not strictly intended, is prohibited, as BergerABAM retains all copyright and other legal interest in the material. The recipient of transferred electronic data recognizes and acknowledges that the use of such data will be at their sole risk and without any liability or legal exposure to BergerABAM.

No warranties of any nature, whether express or implied, shall attach to the electronic media or information contained thereon. Furthermore, recipient of transferred electronic data hereby releases and shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless BergerABAM from any and all claims, damages, losses, and expenses (Claims), including attorney's fees arising out, or resulting from the use of such transferred electronic data, including, but not limited to, Claims involving the completeness or accuracy of any data or information contained on the transferred electronic files.

INSURANCE

BergerABAM shall procure and maintain the following insurance: worker's compensation and employer's liability insurance, comprehensive general liability insurance, and professional liability insurance.

Client agrees to require BergerABAM to be named as an additional insured for all insurance policies carried by Contractors, Subcontractors, Client, and Suppliers on which Client has been or will be named as an insured or additional insured.

Notwithstanding any other provisions in this Agreement, nothing shall be construed or enforced so as to void, negate, or adversely affect any otherwise applicable insurance held by any party to this Agreement.

OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES

In providing financial analyses or opinions of cost, economic feasibility, and scheduling for the Project, BergerABAM has no control over costs or prices of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures; market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; or other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, BergerABAM makes no warranty that the Client's actual Project costs, financial conditions, economic feasibility, or schedules will not vary from BergerABAM's opinions, analyses, projections, or estimates.

PROFESSIONAL PRACTICES

BergerABAM intends to perform the work it has agreed to do with the thoroughness and competence customary for the engineering profession at the time and place of performance (Standard of Care). No other representation, either expressed or implied, will be construed from BergerABAM's proposal, contract, or work. Should BergerABAM certify anything with respect to the work, the certification will be considered a professional opinion and not a warranty.

INDEMNIFICATION AND LIABILITY

BergerABAM agrees to indemnify and hold Client harmless from all claims and lawsuits brought against Client, but only to the extent caused by BergerABAM's negligent acts or omissions.

Regardless of the presence or absence of insurance coverage, BergerABAM shall not be liable for loss or damage associated with delays beyond BergerABAM's control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Client or others, however caused. BergerABAM's liability hereunder, whether in tort or in contract, for any cause of action shall be limited to the fee earned (not to exceed \$1 million) by BergerABAM under this Agreement. Client further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal, or employee of BergerABAM shall have personal liability under any provision of this Agreement, or for any matter in connection with the services provided. Client expressly agrees to this limitation of liability.

Client agrees to indemnify and hold BergerABAM harmless from all claims, losses, causes of action, and damages resulting from Client's negligent acts and willful misconduct. Client shall also, at BergerABAM's option, defend BergerABAM against third-party claims arising from the work. Regardless of whether BergerABAM exercises this option, Client shall pay BergerABAM

for damages, cost of defense, and expenses arising out of such claims (including reasonable charges at standard billing rates for time spent by BergerABAM personnel in connection with the claims) at the time they are incurred. At the conclusion of litigation, BergerABAM will reimburse Client for those payments, in proportion to BergerABAM's relative negligence as determined by law.

DISPUTES

Should a dispute arise, Client will continue to pay BergerABAM's regular invoices. No offset or deduction will be made. Every effort will be made to resolve the dispute as expeditiously as possible. First, the parties will attempt to resolve the matter directly. Failing this, the matter will be submitted for mediation, which will be conducted in a manner mutually acceptable. The cost of mediation will be borne equally by the parties. If mediation is not successful, the dispute will be resolved in a court of competent jurisdiction. The venue will be federal or state court, located in King County, Washington.

In the event a claim by Client is not proved (the judgment is less than BergerABAM's prior settlement offer), Client shall pay BergerABAM for legal fees and other costs of defense. Costs include reasonable charges at standard billing rates for time spent by BergerABAM personnel in connection with the dispute. In the event of a dispute between third parties or between Client and third parties, where BergerABAM is required to assist (as in giving depositions), Client will pay BergerABAM at standard billing rates for time and expenses.

FORCE MAJURE

Neither party shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

CONTROLLING LAW

Law for this Agreement will be the internal law for the State of Washington, USA.

CORRUPT PRACTICES

The parties to this Agreement will at all times comply with all provisions of U.S. Foreign Corrupt Practices Act (FCPA), the OECD Convention on Combating Bribery of Public Officials in International Business Transactions, the European Union, and the laws of most other countries, and will neither commit nor authorize any conduct that is in violation of the FCPA, OECD, or any other laws or provisions and including those in the locale in which the Site is performed. The parties to this Agreement have not engaged and will not engage in the bribery of domestic or foreign government officials in connection with any matter.

WAIVERS AND SEVERABILITY

A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

AGENDA BILL: H1

AGENDA TITLE: SPECIAL MARKET CONDITIONS

DATE: JANUARY 7, 2019

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____ X _____

EXPLANATION:

Following a recent maintenance checkup the city was advised that both of its vehicles used by the administrative staff and others for out of town conferences and workshops was in need of substantial repairs. The current vehicles are no longer reliable to be driven out of town. The Public Works Director has identified a certified pre-owned car that could replace one of the administrative vehicles. The attached resolution proposes to use special market conditions as the competitive bidding statute will allow.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ADOPT RESOLUTION NO. 691 WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR A PURCHASE INVOLVING SPECIAL MARKET CONDITIONS FOR THE PURCHASE OF A USED VEHICLE.

**CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON**

RESOLUTION NO. 691

**A RESOLUTION OF THE CITY OF GOLDENDALE, WASHINGTON WAIVING
COMPETITIVE BIDDING REQUIREMENTS FOR A PURCHASE INVOLVING
SPECIAL MARKET CONDITIONS FOR THE PURCHASE OF A USED VEHICLE**

WHEREAS, a recent maintenance checkup advised the City Administrator that the 1998 Ford Explorer is in need of substantial repairs, and

WHEREAS, the vehicle is driven daily and a certified pre-owned car will serve as the best value for the need, and

WHEREAS, there are a few options for certified pre-owned cars at dealerships in The Dalles, OR under \$15,000 that match the criteria for the vehicle set by the staff, and

WHEREAS, the time to evaluate, approve, and purchase a vehicle normally exceeds the availability of good used vehicles, and

WHEREAS, a physical evaluation will be done by the Public Works Maintenance Supervisor, a blue book analysis will be completed for comparable value by the Public Works Director, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE, THAT the purchase of a certified pre-owned vehicle shall not be subject to the requirements of competitive bidding under the exemptions provided by RCW 39.04.280(1)(b) due to special market conditions and that the payment in the amount of \$ 15,000 plus license and sales tax costs, be approved.

READ, APPROVED AND PASSED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE, this 7th day of January, 2019

Michael A. Canon, Mayor

Attest:

Connie Byers, Clerk-Treasurer

RCW 39.04.280**Competitive bidding requirements—Exemptions.**

This section provides uniform exemptions to competitive bidding requirements utilized by municipalities when awarding contracts for public works and contracts for purchases. The statutes governing a specific type of municipality may also include other exemptions from competitive bidding requirements. The purpose of this section is to supplement and not to limit the current powers of any municipality to provide exemptions from competitive bidding requirements.

(1) Competitive bidding requirements may be waived by the governing body of the municipality for:

- (a) Purchases that are clearly and legitimately limited to a single source of supply;
- (b) Purchases involving special facilities or market conditions;
- (c) Purchases in the event of an emergency;
- (d) Purchases of insurance or bonds; and
- (e) Public works in the event of an emergency.

(2)(a) The waiver of competitive bidding requirements under subsection (1) of this section may be by resolution or by the terms of written policies adopted by the municipality, at the option of the governing body of the municipality. If the governing body elects to waive competitive bidding requirements by the terms of written policies adopted by the municipality, immediately after the award of any contract, the contract and the factual basis for the exception must be recorded and open to public inspection.

If a resolution is adopted by a governing body to waive competitive bidding requirements under (b) of this subsection, the resolution must recite the factual basis for the exception. This subsection (2)(a) does not apply in the event of an emergency.

(b) If an emergency exists, the person or persons designated by the governing body of the municipality to act in the event of an emergency may declare an emergency situation exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the municipality to address the emergency situation. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record no later than two weeks following the award of the contract.

(3) For purposes of this section "emergency" means unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

[1998 c 278 § 1.]