

**GOLDENDALE CITY COUNCIL  
REGULAR MEETING  
JANUARY 22, 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
- F. Department Reports
- G. Council Business
  - 1. REPSA with Nazarene Church
- H. Resolutions
- I. Ordinances
  - 1. Open Period Budget Adjustment
- J. Report of Officers and City Administrator
- K. Public Comment
- L. Executive Session
- M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON FEBRUARY 4, 2019 AT 7:00 PM.

**AGENDA TITLE: CONSENT AGENDA**

**DATE: JANUARY 22, 2019**

**ACTION REQUIRED:**

ORDINANCE\_\_\_\_\_ COUNCIL INFORMATION\_\_\_\_\_X\_\_\_\_\_  
RESOLUTION\_\_\_\_\_ OTHER\_\_\_\_\_  
MOTION\_\_\_\_\_X\_\_\_\_\_

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**EXPLANATION:**

The consent agenda includes the following:

Minutes of the January 7, 2019 regular council meeting, second pay period December checks #51368 – 51399, 900957, direct deposit run 1/9/2019 in the amount of \$89,470.73, 13<sup>th</sup> month (open period for 2018) claims checks #51400 – 51432, 900958 in the amount of \$192,280.30, January 22, 2019 claims checks #51433 – 51458, 900959 in the amount of \$232,827.96.

**FISCAL IMPACT:**

Payroll checks in the amount of \$89,470.73, 13<sup>th</sup> month claims checks in the amount of \$192,280.30, January 22, 2019 claims checks in the amount of \$232,827.96.

**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**

Mayor Michael Canon opened the regular meeting of the Goldendale City Council followed by the Pledge of Allegiance.

**ROLL CALL**

**7:00:12**

**Council Present:** Mayor Michael A Canon (Not voting), Council Member Andy Halm, Council Member Carmen Knopes, Council Member Guy Theriault, Council Member John Sullivan, Council Member Justin Leigh, Council Member Shannon Middleton, Council Member Miland Walling.

**Staff Present:** City Administrator Larry Bellamy (Not voting), Financial Administrative Asst. Sandy Wells (Not voting), Asst. Fire Chief Steven Randall (Not voting), Police Chief Reggie Bartkowski (Not voting), Public Works Director Karl Enyeart (Not voting).

**AGENDA AND CONSENT AGENDA**

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

**Vote:** Motion carried by unanimous roll call vote (**summary:** AYES = 7).

**AYES:** Council Member Andy Halm, Council Member Carmen Knopes, Council Member Guy Theriault, Council Member John Sullivan, Council Member Justin Leigh, Council Member Miland Walling, Council Member Shannon Middleton.

**PRESENTATIONS**

**7:00:42**

Scott Lewis – Apollo Solutions

Scott gave a presentation on facility improvements for the City of Goldendale.

Larry asked council if they are interested. Council concurred.

Shonie Schlotzhaure – Ekone Project

Shonie asked for a letter of support from the council for the Ekone Ranch Project. This is for us to apply for a Local Community Project grant.

Mayor Canon stated the he has prepared a letter of support and asked for council concurrence. Council concurred.

## DEPARTMENT REPORTS

7:18:53

Reggie reported on the cases for 2018, New Years Eve, animal cruelty case involving 16 dogs and goals achieved for the department.

Karl reported that there is a party interested in property in the Industrial Park and asked for a Budget Committee meeting for next Monday.

## COUNCIL BUSIENSS

### Chamber of Commerce Agreement

7:32:21

**Motion:** 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. **Moved by** Council Member Guy Theriault, **Seconded by** Council Member Carmen Knopes.

**Vote:** Motion carried by unanimous roll call vote (**summary:** AYES = 7).

**AYES:** Council Member Andy Halm, Council Member Carmen Knopes, Council Member Guy Theriault, Council Member John Sullivan, Council Member Justin Leigh, Council Member Miland Walling, Council Member Shannon Middleton.

### Precision Approach Engineering Inc. Agreement

7:35:50

**Motion:** to authorize the Mayor to execute an agreement between the City of Goldendale and Precision Approach Engineering Inc. in an amount not to exceed \$12,000.00 for the Airport Layout Plan Update.,

**Action:** **Moved by** Council Member Guy Theriault, **Seconded by** Council Member Carmen Knopes.

**Vote:** Motion carried by unanimous roll call vote (**summary:** AYES = 7).

**AYES:** Council Member Andy Halm, Council Member Carmen Knopes, Council Member Guy Theriault, Council Member John Sullivan, Council Member Justin Leigh, Council Member Miland Walling, Council Member Shannon Middleton.

### BergerABAM Agreement

7:39:20

**Motion:** 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., **Moved by** Council Member Guy Theriault, **Seconded by** Council Member Carmen Knopes.

**Vote:** Motion carried by unanimous roll call vote (**summary:** AYES = 7).

**AYES:** Council Member Andy Halm, Council Member Carmen Knopes, Council Member Guy Theriault, Council Member John Sullivan, Council Member Justin Leigh, Council Member Miland Walling, Council Member Shannon Middleton.



## **RESOLUTIONS**

### **Special Market Conditions**

7:42:12

**Motion:** to adopt resolution no. 691 waiving competitive bidding requirements for a purchase involving special market conditions for the purchase of a used vehicle., **Moved by** Council Member Guy Theriault, **Seconded by** Council Member Carmen Knopes.

**Vote:** Motion carried by unanimous roll call vote (**summary:** AYES = 7).

**AYES:** Council Member Andy Halm, Council Member Carmen Knopes, Council Member Guy Theriault, Council Member John Sullivan, Council Member Justin Leigh, Council Member Miland Walling, Council Member Shannon Middleton.

## **REPORT OF OFFICERS AND CITY ADMINISTRATOR**

Justin stated Happy New Year to everyone and thanked everyone that voted for him and the council for their hard work.

Carmen wished everyone a Happy New Year and I think we had some big accomplishments last year.

Shannon said Happy New Year and a special thanks to Reggie and his crew and the Fire Department for their hard work.

Larry talked about committee meetings.

Mayor stated that he is working the state of the city report and thanked council and city staff for the hard work that they have done and especially Larry Bellamy.

## **PUBLIC COMMENT**

Terry Luth announced that he is in the process of selling his business.

Ken McKune questioned the calls for the Police Department.

Dana Peck thanked the council for the opportunity to serve the city.

## **ADJOURNMENT**

8:02:46

**Motion: , Action:** Adjourn, **Moved by** Council Member John Sullivan, **Seconded by** Council Member Carmen Knopes.

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Michael A Canon, Mayor

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Connie Byers, Clerk-Treasurer

# Register

Fiscal: 2018

Deposit Period: 2018 - 13th Month

Check Period: 2018 - 13th Month - 1st Council 2019

Number	Name	Print Date	Clearing Date	Amount
<b>Columbia State Bank</b>	<b>20016310</b>			
<b>Check</b>				
51400	Allyns Building Center	1/18/2019		\$389.97
51401	Aramark Uniform Serv Inc	1/18/2019		\$560.99
51402	Association of WA Cities	1/18/2019		\$3,541.88
51403	BergerABAM	1/18/2019		\$1,126.22
51404	Bohn's Printing	1/18/2019		\$269.18
51405	Carquest Auto Parts	1/18/2019		\$1,365.68
51406	Clark Sales Display Inc	1/18/2019		\$389.23
51407	Department of Commerce	1/18/2019		\$137,924.97
51408	Fastenal Company	1/18/2019		\$3.43
51409	Goldendale Market Fresh	1/18/2019		\$124.61
51410	Goldendale Sentinel	1/18/2019		\$80.00
51411	Goldendale Tire Center	1/18/2019		\$166.52
51412	Goldendale Veterinary Clinic	1/18/2019		\$134.49
51413	Hattenhauer Energy Co LLC	1/18/2019		\$1,059.32
51414	Holcombs Market	1/18/2019		\$38.20
51415	Inland Environmental Resources Inc	1/18/2019		\$3,265.31
51416	Lori Lynn Hocht Attorney at Law	1/18/2019		\$1,168.75
51417	LSL Logging	1/18/2019		\$1,284.00
51418	MCP Mid Columbia Producers Inc	1/18/2019		\$1,431.52
51419	Medical Warehouse	1/18/2019		\$424.69
51420	Menke Jackson Beyer LLP	1/18/2019		\$2,299.12
51421	MES Northwest	1/18/2019		\$29,928.17
51422	Mid-Columbia Veterinary	1/18/2019		\$24.00
51423	Munsen Paving & Excav	1/18/2019		\$795.60
51424	Norco Inc	1/18/2019		\$45.32
51425	North Central Laboratories	1/18/2019		\$302.60
51426	One Call Concepts Inc	1/18/2019		\$14.98
51427	Proforce Law Enforcement	1/18/2019		\$66.65
51428	Quill Corporation	1/18/2019		\$252.78
51429	Riley Brothers Inc	1/18/2019		\$1,324.13
51430	Springcreek Ag-Machine LLC	1/18/2019		\$384.27
51431	The Dalles Concrete Inc	1/18/2019		\$779.91
51432	US Cellular	1/18/2019		\$1,148.21

Number	Name	Print Date	Clearing Date	Amount
900958	Invoice Cloud	1/22/2019		\$165.60
		Total	Check	\$192,280.30
		Total	20016310	\$192,280.30
		Grand Total		\$192,280.30

**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 51400 through 51432, 900958 in the amount of \$192,280.30, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 15<sup>th</sup> day of January, 2019.

  
Clerk-Treasurer

# Register Activity

Fiscal: 2018

Period: 2018 - 13th Month

Council Date: 2018 - 13th Month - 1st Council 2019

Reference	Date	Amount	Notes
<b>Reference Number: 51400</b>			
270105	12/1/2018	\$389.97	
270201	12/3/2018	\$7.51	Caulk
270206	12/3/2018	\$26.23	Lumber
270236	12/3/2018	\$19.67	Lumber
270251	12/4/2018	\$50.11	Kwikset Key, Entry Knob
270253	12/4/2018	\$31.06	Glove, Lumber
270261	12/4/2018	\$42.99	Insulation
270273	12/4/2018	\$47.28	Ratchet, Tarp
270294	12/4/2018	\$41.91	Ext Cord
270335	12/5/2018	\$64.47	Tarp
270797	12/12/2018	\$29.01	Meranti Ply
271263	12/20/2018	(\$42.99)	Credit
271480	12/27/2018	\$8.91	Coupling
271499	12/27/2018	\$8.91	Coupling
271527	12/27/2018	\$43.35	Pipe Insulation, Ext Cord....
271562	12/28/2018	\$4.29	Butane Fuel
		\$7.26	Screw, Nut
<b>Reference Number: 51401</b>			
863740408	12/4/2018	\$560.99	
863740411	12/4/2018	\$111.24	Service
863740412	12/4/2018	\$44.56	Service
863740414	12/4/2018	\$30.55	Service
863750666	12/11/2018	\$16.66	Service
863750668	12/11/2018	\$27.95	Service
863750669	12/11/2018	\$43.97	Service
863750671	12/11/2018	\$30.55	Service
863760897	12/18/2018	\$16.66	Service
863760900	12/18/2018	\$27.95	Service
863760901	12/18/2018	\$43.68	Service
863760903	12/18/2018	\$30.55	Service
863771177	12/25/2018	\$16.66	Service
863771179	12/25/2018	\$27.95	Service
863771180	12/25/2018	\$44.85	Service
863771182	12/25/2018	\$30.55	Service
		\$16.66	Service
<b>Reference Number: 51402</b>			
67149	12/13/2018	\$3,541.88	
		\$475.00	Drug and Alcohol consortium

Reference	Date	Amount	Notes
<b>Reference Number: 51402</b>	<b>Association of WA Cities</b>		
67166	11/23/2018	\$3,541.88	2019 Membership
67293	12/13/2018	\$1,965.00	Safety Alliance Program
		\$1,101.88	
<b>Reference Number: 51403</b>	<b>BergerABAM</b>		
325148	12/26/2018	\$1,126.22	Critical Areas Ordinance
<b>Reference Number: 51404</b>	<b>Bohn's Printing</b>		
54003	12/26/2018	\$269.18	City Hall
54004	12/26/2018	\$213.41	Fire Department
54005	12/26/2018	\$18.93	Police Department
		\$36.84	
<b>Reference Number: 51405</b>	<b>Carquest Auto Parts</b>		
4993-445428	12/4/2018	\$1,365.68	Car Wash Concentrate, Brush Flo
4993-445442	12/4/2018	\$53.81	Thru...
4993-445561	12/5/2018	\$60.56	Fuse Kit, Gloves
4993-445569	12/5/2018	\$12.27	Primer, Ctnng
4993-445750	12/6/2018	\$16.75	Contact Tip
4993-445977	12/8/2018	\$14.87	iPhone Cable
4993-446102	12/10/2018	\$19.32	Tie Wrap
4993-446114	12/10/2018	\$108.92	UPS, Smart Straw
4993-446198	12/11/2018	\$4.88	Glass Cleaner
4993-446278	12/11/2018	\$8.41	Circuit Breaker
4993-446291	12/11/2018	\$19.34	Air
4993-446365	12/12/2018	\$27.15	RV Trailer End, Trailer Connector
4993-446547	12/14/2018	\$8.59	Outlet
4993-446562	12/14/2018	\$239.34	Bearings, Oil Seal
4993-446576	12/14/2018	\$55.14	Multi-Conductor
4993-446600	12/14/2018	\$352.73	Brake Assembly
4993-446605	12/14/2018	\$24.13	Brake Cleaner
4993-446615	12/14/2018	(\$1.44)	Credit
4993-446627	12/14/2018	\$76.70	Door
4993-446646	12/14/2018	\$28.93	Extension Cord
4993-446729	12/14/2018	\$11.34	Oil Seal
4993-446868	12/15/2018	\$51.58	Bearing, Bearing Race
4993-446981	12/17/2018	\$12.45	Welding Lens, Tweco Or Benzil 1 Ea
4993-447290	12/18/2018	\$28.96	Break Cleaner
4993-447327	12/20/2018	\$38.09	Air Chuck, Chuck Infiltr
4993-447698	12/21/2018	\$17.20	Junction Box
4993-447735	12/26/2018	\$30.33	Camper Top Seal
4993-447737	12/26/2018	\$2.67	Spark Plug
4993-447783	12/26/2018	\$11.60	Air Filter
4993-447869	12/27/2018	(\$2.48)	Credit
4993-447928	12/27/2018	\$46.75	.035 10 Wire Mild
4993-447956	12/28/2018	\$16.10	Wiper Blade
		(\$51.58)	Credit



Reference	Date	Amount	Notes
Reference Number: 51405			
4993-448003	Carquest Auto Parts	\$1,365.68	
4993-448151	12/28/2018	\$14.77	Silicone Spray, Lubricant
	12/31/2018	\$7.50	Epoxy
Reference Number: 51406			
18-416	Clark Sales Display Inc	\$389.23	
	12/31/2018	\$389.23	Double Frame Candy Cane
Reference Number: 51407			
DCP2000-004 2018	Department of Commerce	\$137,924.97	
	12/31/2018	\$137,924.97	Loan #2 Payoff
Reference Number: 51408			
ORTHE75746	Fastenal Company	\$3.43	
	12/19/2018	\$3.43	1/4"-20x1-1/2" Phi
Reference Number: 51409			
04-1443606	Goldendale Market Fresh	\$124.61	
05-693568	12/12/2018	\$76.91	Cutlery, Plates, Napkin....
	12/17/2018	\$47.70	Refreshments for Fire Department Dinner
Reference Number: 51410			
149765	Goldendale Sentinel	\$80.00	
149766	12/26/2018	\$24.00	Summary of Ordinance 1490
149767	12/26/2018	\$24.00	Summary of Ordinance 1491
	12/26/2018	\$32.00	Summary of Ordinance 1492
Reference Number: 51411			
316603	Goldendale Tire Center	\$166.52	
	12/28/2018	\$166.52	Tire, Wheel Balance....
Reference Number: 51412			
70861	Goldendale Veterinary Clinic	\$134.49	
74848	8/31/2018	\$24.00	Berard/Pauling
75159	10/22/2018	\$86.49	Harley
	12/10/2018	\$24.00	Muratalla/Ray
Reference Number: 51413			
CL85125	Hattenhauer Energy Co LLC	\$1,059.32	
	12/31/2018	\$1,059.32	Fuel
Reference Number: 51414			
0030403609	Holcombs Market	\$38.20	
004014410	12/14/2018	\$30.22	Distilled Water, Cups
	12/5/2018	\$7.98	Water
Reference Number: 51415			
2018-4714	Inland Environmental Resources Inc	\$3,265.31	
	12/12/2018	\$3,265.31	Magnesium
Reference Number: 51416			
8Z0529070	Lori Lynn Hoctor Attorney at Law	\$1,168.75	
8Z0821566	12/27/2018	\$493.75	Wanda Walker
8Z0913316	12/27/2018	\$225.00	Adam Bartz
	12/27/2018	\$225.00	Adam Bronxon

Reference	Date	Amount	Notes
Reference Number: 51416 <u>CR5783.1</u>	Lori Lynn Hoctor Attorney at Law 12/27/2018	\$1,168.75 \$225.00	Ashlynn Sohappy
Reference Number: 51417 <u>838901</u>	LSL Logging 12/15/2018	\$1,284.00 \$1,284.00	Mill Black Walnut
Reference Number: 51418 <u>SL-22319</u>	MCP Mid Columbia Producers Inc 12/4/2018	\$1,431.52 \$1,431.52	Fertilizer
Reference Number: 51419 <u>194655</u>	Medical Warehouse 12/28/2018	\$424.69 \$424.69	Sharps Container, Oxygen Washer, Saline....
Reference Number: 51420 <u>Invoice - 1/15/2019 11:11:04 AM</u> <u>Invoice - 1/15/2019 11:11:34 AM</u> <u>Invoice - 1/15/2019 11:12:07 AM</u>	Menke Jackson Beyer LLP 12/31/2018 12/31/2018 12/31/2018	\$2,299.12 \$954.87 \$442.00 \$902.25	Acct 017 Acct 035 Acct 044
Reference Number: 51421 <u>IN1294258</u> <u>IN1294693</u>  <u>IN1294705</u> <u>IN1294721</u>	MES Northwest 12/26/2018 12/27/2018  12/27/2018 12/27/2018	\$29,928.17 \$4,606.48 \$24,523.44  \$376.19 \$422.06	Monitor Stinger, Top Mount Adapter.... Portable Scene Light, Vulcan Vehicle Mount System, First Aid Responder Kit.... Hose, Cusion Action Coupling Toolok Heavy Duty, Handlelok Grip Range
Reference Number: 51422 <u>166268</u>	Mid-Columbia Veterinary 12/11/2018	\$24.00 \$24.00	Marcus Smith
Reference Number: 51423 <u>322872</u>	Munsen Paving & Excav 11/7/2018	\$795.60 \$795.60	Asphalt
Reference Number: 51424 <u>25469394</u>	Norco Inc 12/31/2018	\$45.32 \$45.32	Cylinder Rental
Reference Number: 51425 <u>416314</u> <u>416957</u>	North Central Laboratories 12/10/2018 12/27/2018	\$302.60 \$169.20 \$133.40	BOD Standard Chlorine Reagent Dispenser
Reference Number: 51426 <u>8129078</u>	One Call Concepts Inc 12/31/2018	\$14.98 \$14.98	Utility Notification



Reference	Date	Amount	Notes
<b>Reference Number: 51427</b>	<b>Proforce Law Enforcement</b>		
<u>362820</u>	12/3/2018	\$66.65	Power Mag
<b>Reference Number: 51428</b>	<b>Quill Corporation</b>		
<u>3342257</u>	12/7/2018	\$252.78	Coffee
<u>3712255</u>	12/21/2018	\$59.96	Batteries, Stevia
<u>3713207</u>	12/21/2018	\$28.89	Batteries
<u>3718911</u>	12/24/2018	\$143.19	Card Reader
<b>Reference Number: 51429</b>	<b>Riley Brothers Inc</b>		
<u>0013228</u>	11/5/2018	\$1,324.13	3"
<u>0013229</u>	11/6/2018	\$971.03	3"
<b>Reference Number: 51430</b>	<b>Springcreek Ag-Machine LLC</b>		
<u>18872</u>	12/10/2018	\$384.27	Repair Compressor
<b>Reference Number: 51431</b>	<b>The Dalles Concrete Inc</b>		
<u>32567</u>	11/26/2018	\$779.91	Redi-Mix
<b>Reference Number: 51432</b>	<b>US Cellular</b>		
<u>0286296384</u>	12/24/2018	\$1,148.21	Cell Phone Service
<b>Reference Number: 900958</b>	<b>Invoice Cloud</b>		
<u>359-2018_12</u>	12/31/2018	\$165.60	Biller Portal Fee

# Register

Fiscal: 2019  
Deposit Period: 2019 - Jan 2019  
Check Period: 2019 - Jan 2019 - 1st Council Jan 2019

Number	Name	Print Date	Clearing Date	Amount
<b>Columbia State Bank</b>	<b>20016310</b>			
Check				
51433	Action Medical	1/22/2019		\$309.45
51434	Central Klickitat Conservation Dist	1/22/2019		\$636.43
51435	Centurylink NC	1/22/2019		\$40.91
51436	Evergreen Rural Wtr of WA Corp	1/22/2019		\$670.00
51437	Fastenal Company	1/22/2019		\$176.75
51438	Gerald Matosich Attorney at Law	1/22/2019		\$375.00
51439	Goldendale Auto Supply	1/22/2019		\$46.17
51440	Goldendale Exhaust LLC	1/22/2019		\$639.18
51441	Goldendale Veterinary Clinic	1/22/2019		\$87.00
51442	Goldendale, City of	1/22/2019		\$3,943.04
51443	IBS Incorporated	1/22/2019		\$24.27
51444	Kerns Shop & Propane	1/22/2019		\$87.74
51445	McCredy Company, The	1/22/2019		\$5.13
51446	MES Northwest	1/22/2019		\$535.35
51447	North Central Laboratories	1/22/2019		\$113.84
51448	Quill Corporation	1/22/2019		\$251.64
51449	Radcomp Technologies	1/22/2019		\$2,168.49
51450	Regional Trans Council	1/22/2019		\$800.00
51451	Regional Transfer Company - 4178A	1/22/2019		\$7.00
51452	Sirchie Fingerprint Lab	1/22/2019		\$93.45
51453	Spectrum Communications Inc	1/22/2019		\$1,708.09
51454	The Standard Steel Companies	1/22/2019		\$451.50
51455	Verizon Wireless	1/22/2019		\$708.68
51456	Vision Municipal Solutions Llc	1/22/2019		\$918.85
51457	WA Cities Ins Authority	1/22/2019		\$135,900.00
51458	WA St Dept of Ecology	1/22/2019		\$82,100.75
900959	HSA Bank Employee Plan Funding	1/22/2019		\$29.25
	<b>Total</b>	<b>Check</b>		<b>\$232,827.96</b>
	<b>Total</b>	<b>20016310</b>		<b>\$232,827.96</b>
	<b>Grand Total</b>			<b>\$232,827.96</b>

**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 51433 through 51458, 900959 in the amount of \$232,827.96, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 15<sup>th</sup> day of January, 2019.

  
Clerk-Treasurer

# Register Activity

Fiscal: 2019

Period: 2019 - Jan 2019

Council Date: 2019 - Jan 2019 - 1st Council Jan 2019

Reference	Date	Amount	Notes
<b>Reference Number: 51433</b>	<b>Action Medical</b>	<b>\$309.45</b>	
IV30-782	1/3/2019	\$10.27	Medical Supplies
IV30-783	1/3/2019	\$134.54	Medical Supplies
IV30-784	1/3/2019	\$164.64	Medical Supplies
<b>Reference Number: 51434</b>	<b>Central Klickitat Conservation Dist</b>	<b>\$636.43</b>	
1578	1/15/2019	\$204.91	Plan A
1579	1/15/2019	\$358.33	Plan B
1580	1/15/2019	\$73.19	Wetland D
<b>Reference Number: 51435</b>	<b>Centurylink NC</b>	<b>\$40.91</b>	
Invoice - 1/15/2019 3:09:28 PM	1/15/2019	\$40.91	Long Distance
<b>Reference Number: 51436</b>	<b>Evergreen Rural Wtr of WA Corp</b>	<b>\$670.00</b>	
38899	1/2/2019	\$670.00	Membership
<b>Reference Number: 51437</b>	<b>Fastenal Company</b>	<b>\$176.75</b>	
ORTHE7586Z	1/3/2019	\$176.75	Eyewear, Drill Set
<b>Reference Number: 51438</b>	<b>Gerald Matosich Attorney at Law</b>	<b>\$375.00</b>	
8Z037156Z	1/2/2019	\$375.00	Kiabeth Carrillo
<b>Reference Number: 51439</b>	<b>Goldendale Auto Supply</b>	<b>\$46.17</b>	
S5-4434949	12/7/2018	\$1.67	Nuts and Bolts
S5-4449398	12/13/2018	\$6.85	All Thread Mild Zinc
S5-4452672	12/14/2018	\$35.33	Bearing Cone, Bearing Cup
S5-447630	12/27/2018	\$2.32	Nuts and Bolts
<b>Reference Number: 51440</b>	<b>Goldendale Exhaust LLC</b>	<b>\$639.18</b>	
1052274	1/2/2019	\$639.18	1998 Ford Explorer
<b>Reference Number: 51441</b>	<b>Goldendale Veterinary Clinic</b>	<b>\$87.00</b>	
76296	1/4/2019	\$87.00	Harley
<b>Reference Number: 51442</b>	<b>Goldendale, City of</b>	<b>\$3,943.04</b>	
Invoice - 1/15/2019 3:24:15 PM	1/15/2019	\$3,943.04	Water/Sewer

Reference	Date	Amount	Notes
Reference Number: 51443 <u>689204-2</u>	IBS Incorporated 1/4/2019	\$24.27 \$24.27	Adapter
Reference Number: 51444 <u>22638</u>	Kerns Shop & Propane 1/9/2019	\$87.74 \$87.74	Steel, Propane
Reference Number: 51445 <u>838832</u>	McCredy Company, The 1/8/2019	\$5.13 \$5.13	Keys
Reference Number: 51446 <u>IN1296746</u>	MES Northwest 1/4/2019	\$535.35 \$535.35	Hose
Reference Number: 51447 <u>417114</u>	North Central Laboratories 1/3/2019	\$113.84 \$113.84	PP Bottle
Reference Number: 51448 <u>3859614</u> <u>3859665</u> <u>3867117</u>	Quill Corporation 1/2/2019 1/2/2019 1/3/2019	\$251.64 \$190.73 \$48.35 \$12.56	Pens, Sharpies, Stick Notes... Storage Boxes Wall Clock
Reference Number: 51449 <u>71548</u> <u>71549</u> <u>MSP-71559</u>	Radcomp Technologies 1/10/2019 1/10/2019 1/10/2019	\$2,168.49 \$85.50 \$592.33 \$1,490.66	Tech Support Mtn Springs Gold Package
Reference Number: 51450 <u>12518</u>	Regional Trans Council 1/7/2019	\$800.00 \$800.00	Membership
Reference Number: 51451 <u>4178-10000380</u>	Regional Transfer Company - 4178A 12/31/2019	\$7.00 \$7.00	Dump
Reference Number: 51452 <u>0380407-IN</u>	Sirchie Fingerprint Lab 1/10/2019	\$93.45 \$93.45	Supplies
Reference Number: 51453 <u>216243</u>	Spectrum Communications Inc 1/3/2019	\$1,708.09 \$1,708.09	Radios, Battery, Antenna....
Reference Number: 51454 <u>2328409</u>	The Standard Steel Companies 1/10/2019	\$451.50 \$451.50	Supplies
Reference Number: 51455 <u>9821576492</u> <u>9821667094</u>	Verizon Wireless 1/4/2019 1/6/2019	\$708.68 \$640.16 \$68.52	Police Vehicles Chlorination Station



Reference	Date	Amount	Notes
Reference Number: 51456 <u>5185</u>	Vision Municipal Solutions LLC 1/13/2019	\$918.85 \$918.85	Utility Bill Mailing
Reference Number: 51457 <u>14316</u>	WA Cities Ins Authority 1/1/2019	\$135,900.00 \$135,900.00	Liability and Program Assessment
Reference Number: 51458 <u>L1300022 #5</u>	WA St Dept of Ecology 1/1/2019	\$82,100.75 \$82,100.75	Loan L1300022
Reference Number: 900959 <u>W134959</u>	HSA Bank Employee Plan Funding 1/4/2019	\$29.25 \$29.25	Service Fee

# Register

Number	Name	Fiscal Description	Cleared	Amount
51368	Bostick Qtrly, Kenneth W	2018 - Dec 2018 - 2nd Council Dec 2018		\$147.76
51369	Delangis, Michael B Qtrly	2018 - Dec 2018 - 2nd Council Dec 2018		\$307.46
51370	Grimes, Kevin	2018 - Dec 2018 - 2nd Council Dec 2018		\$138.52
51371	Grindling, Abraham L	2018 - Dec 2018 - 2nd Council Dec 2018		\$203.17
51372	Halm , John	2018 - Dec 2018 - 2nd Council Dec 2018		\$138.52
51373	Halm , Noah M (Qtrly)	2018 - Dec 2018 - 2nd Council Dec 2018		\$554.10
51374	Halm, Adam P	2018 - Dec 2018 - 2nd Council Dec 2018		\$138.52
51375	Hewey, Frank T	2018 - Dec 2018 - 2nd Council Dec 2018		\$55.41
51376	Howell, Cameron M	2018 - Dec 2018 - 2nd Council Dec 2018		\$184.70
51377	Hudson, Marty Qtrly	2018 - Dec 2018 - 2nd Council Dec 2018		\$193.93
51378	Kartes Qtrly, Sohn L	2018 - Dec 2018 - 2nd Council Dec 2018		\$595.66
51379	Leroue, Chance O	2018 - Dec 2018 - 2nd Council Dec 2018		\$110.82
51380	Neher Qtrly, Timothy D	2018 - Dec 2018 - 2nd Council Dec 2018		\$429.43
51381	Ontiveros, Filiberto	2018 - Dec 2018 - 2nd Council Dec 2018		\$443.28
51382	Ontiveros, Julianna	2018 - Dec 2018 - 2nd Council Dec 2018		\$734.18
51383	Ontiveros, Vanaesa J	2018 - Dec 2018 - 2nd Council Dec 2018		\$83.11
51384	Osborne, Melanie	2018 - Dec 2018 - 2nd Council Dec 2018		\$64.64
51385	Pedersen, Rob	2018 - Dec 2018 - 2nd Council Dec 2018		\$369.40
51386	Plunkett, Zachary T	2018 - Dec 2018 - 2nd Council Dec 2018		\$83.11
51387	Randall, Jake S	2018 - Dec 2018 - 2nd Council Dec 2018		\$101.58
51388	Randall, Jasper S	2018 - Dec 2018 - 2nd Council Dec 2018		\$138.52
51389	Randall, Joseph R	2018 - Dec 2018 - 2nd Council Dec 2018		\$249.34
51390	Randall, Steven Qtrly	2018 - Dec 2018 - 2nd Council Dec 2018		\$711.89
51391	Smith, Jared	2018 - Dec 2018 - 2nd Council Dec 2018		\$184.70
51392	Stelljes Qtrly, Michael	2018 - Dec 2018 - 2nd Council Dec 2018		\$240.11
51393	Sullivan Qtrly, Zachary L	2018 - Dec 2018 - 2nd Council Dec 2018		\$692.62
51394	Twohy, Kirstin R	2018 - Dec 2018 - 2nd Council Dec 2018		\$166.23
51395	Deferred Comp Program	2018 - Dec 2018 - 2nd Council Dec 2018		\$405.00
51396	Dept of Retirement	2018 - Dec 2018 - 2nd Council Dec 2018		\$11,708.62
51397	Dept of Labor & Industries	2018 - Dec 2018 - 2nd Council Dec 2018		\$941.26
51398	Employment Security	2018 - Dec 2018 - 2nd Council Dec 2018		\$134.52
51399	ICMA Retirement Trust (Plan 302195)	2018 - Dec 2018 - 2nd Council Dec 2018		\$112.50
900957	City of Goldendale	2018 - Dec 2018 - 2nd Council Dec 2018		\$19,735.61
Direct Deposit Run -	Payroll Vendor	2018 - Dec 2018 - 2nd Council Dec 2018		\$48,972.51
1/9/2019				\$89,470.73

AGENDA BILL: G2

AGENDA TITLE: REPSA WITH NAZARENE CHURCH

DATE: JANUARY 22, 2019

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION \_\_\_\_\_ X \_\_\_\_\_

RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION \_\_\_\_\_ X \_\_\_\_\_

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**EXPLANATION:**

As we continue with the paperwork for the sale of the railroad property, the next step is approval of the real estate purchase and sale agreement with the Nazarene Church. The attorneys and the Nazarene Church have reviewed and approved the attached document. It is ready for the Mayor's signature. This opens up the escrow and gives time to resolve the contingences.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

**I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE PURCHASE AGREEMENT WITH THE NAZARENE CHURCH FOR THE RAILROAD PROPERTY.**



# REAL ESTATE PURCHASE AND SALE AGREEMENT

## PARTIES:

**SELLER:** City of Goldendale,  
a Washington municipal corporation  
1103 S. Columbus Avenue  
Goldendale, WA 98620  
(hereinafter referred to as "Seller")

**PURCHASER:** Church of the Nazarene, of Goldendale, Washington  
a Washington nonprofit corporation  
PO Box 1500  
Goldendale, WA 98620  
(hereinafter referred to as "Purchaser")

**DATE:** \_\_\_\_\_, 2019.

## RECITALS:

A. Seller is the owner of certain real property in Klickitat County, Washington, more particularly described on Exhibit "A" attached hereto and hereby incorporated by reference (the "Real Property" herein).

B. Purchaser desires to purchase the Real Property.

**IN CONSIDERATION** of the covenants herein contained and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. AGREEMENT TO SELL/PURCHASE; DESCRIPTION OF REAL PROPERTY:

Subject to the terms of this Agreement, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Real Property defined as follows:

- 1.1. **Real Property:** "Real Property" shall mean the land, together with easements, rights of way, privileges and benefits appurtenant thereto, more fully described in Exhibit "A." The parties authorize the Closing Agent to correct and conform the legal

description to the legal description identified on the preliminary commitment for title insurance ("title report" herein).

2. **PURCHASE PRICE; PAYMENT:**

2.1 The purchase price for the Real Property shall be *Sixty Thousand and 00/100 Dollars (\$60,000.00)* and shall be paid in collected funds at closing.

3. **CONTINGENCIES:**

This Purchase and Sale Agreement is subject to the following conditions being satisfied on or before closing:

- 3.1 Approval of the merger of the mutually agreeable northerly portion of the Real Property to the adjoining property to the north and the sale by Seller or assignment by Purchaser of such northerly portion to the owner of said adjoining property;
- 3.2 Completion by Purchaser of due diligence with respect to the real property including but not limited to site contamination and suitability evaluation by a competent engineering firm;
- 3.3 Securing financing for a building project;
- 3.4 Approval by the Purchaser's congregation to move forward;
- 3.5 Architectural design of a facility that meets the Purchaser's needs;
- 3.6 Approval by the City of Goldendale of zoning, permits, site plan, boundary adjustments or other land use approvals required for Purchaser's project; and
- 3.7 Approval by Northwest Nazarene District Advisory Board for the project.

Satisfaction of these contingencies shall be at the sole expense of the Purchaser. Purchaser shall restore the Real Property to same condition existing prior to performing its due diligence. In the event that the Purchaser determines that these contingencies cannot be satisfied, Purchaser shall immediately notify Seller in writing and the parties shall execute a written termination of this Agreement.

4. **EARLY POSSESSION:**

Purchaser shall have possession of the Real Property upon closing.

5. **CONDITION OF TITLE AND TITLE INSURANCE:**

The status of Seller's title will be shown in a Title Report for a standard owner's coverage title insurance policy issued by Klickitat County Title Company, which Title Report will be ordered by Seller or Seller's agent immediately upon mutual acceptance of this Agreement. Seller will pay the cost for such policy. Said Title Report shall have attached photocopies of all documents shown as encumbrances to Seller's title. Title shall be free of all encumbrances or defects, except those approved by Purchaser, as set forth herein, and the following shall not be deemed encumbrances or defects: rights reserved in federal patents or state deeds; building or use restrictions general to the area, other than government platting and subdivision requirements; easements not inconsistent with Purchaser's intended use; and reserved oil and/or mining rights ("Permitted Exceptions"). Purchaser shall be considered to have accepted the condition of title unless Purchaser provides notice of specific written objections within ten (10) business days after Purchaser's receipt of the Title Report. Encumbrances to be discharged by Seller shall be paid from Seller's funds at Closing. If Seller is not able to provide insurable title in accordance with this Agreement and Purchaser does not waive such exceptions to coverage that are not part of the Permitted Exceptions, this Agreement shall terminate and be of no force or effect. Promptly following Closing, Seller shall provide to Purchaser at Seller's expense a policy of title insurance pursuant to the Title Report, insuring title to the Real Property subject only to the Permitted Exceptions and other exceptions set forth herein.

6. **INDEMNIFICATION:**

- 6.1. **Indemnification By Purchaser:** Purchaser shall hereby release, indemnify, hold harmless and defend Seller from all claims, demands, judgments, fines, penalties, damages, liabilities, losses, Environmental Costs and expenses of whatever kind or nature, including, without limitation, costs of cleanup and the reasonable fees of experts, consultants, and/or attorneys (hereafter collectively referred to as "Claims") relating to or arising out of any Environmental Law or Hazardous Substances at or with respect to the Real Property to the extent caused by Purchaser or caused by third parties other than Purchaser on or after Purchaser takes possession, including, without limitation, claims relating to or arising out of the following:

- 6.1.1. Except to the extent caused by Seller, the presence or release of Hazardous Substances at or from the Real Property after Purchaser takes possession;
- 6.1.2. The violation of any Environmental Laws caused by actions or inactions of Purchaser;
- 6.1.3. Purchaser's breach of any representation, covenant or obligation in this Agreement regarding Hazardous Substances or the Environmental Conditions of the Real Property; and
- 6.1.4. Except to the extent that the presence of such Hazardous Substances is caused by Seller, any claims for personal injury, property damage, or natural resource damage arising out of or related to the presence or release of any Hazardous Substances at or from the Real Property after Purchaser takes possession .
- 6.2. **Definitions:**
  - 6.2.1. **Environmental Conditions** means conditions involving the presence of Hazardous Substances in soil, surface waters, groundwater, and sediments.
  - 6.2.2. **Environmental Costs** means, without limitation, any actual or potential cleanup costs, remediation, removal, or other response costs (which, without limitation, shall include costs to cause the Real Property to come into compliance with Environmental Laws or any other agency or citizen suit actions), investigation costs (including without limitation, fees of consultants, legal counsel, and other experts in connection with any environmental investigation, liabilities, or obligations under any lease or other contract), payments, damages, penalties (including without limitation, any actual, punitive or consequential damages under any statutory laws, agency actions, common law cause of action, citizen suits, or contractual obligations, or otherwise, including without limitation, damages (a) of third parties for personal injury or property damage, or (b) to natural resources), civil or criminal fines or penalties, judgments and amounts paid in settlement arising out of or relating to or resulting from any Environmental Matter.
  - 6.2.3. **Environmental Law** means, as amended from time to time, any local, state, federal, or foreign laws, rules, ordinances, regulations, applicable permits, and applicable orders now or hereafter enacted relating to (a) the protection of human health or the environmental, including the Clean Air Act, 42 USC

Section 7401, et seq.; the Clean Water Act (Federal Water Pollution Control Act), 33 USC Section 1251, et seq.; the Safe Drinking Water Act, 42 USC Section 300f, et seq.; the Occupational Safety and Health Act, 29 USC Section 641, et seq.; the Emergency Planning and Community Right-to-Know Act, 42 USC Section 11001 et seq.; the Toxic Substance Control Act, 15 USC Section 2601, et seq.; the Water Pollution Control Act, RCW 90.48, et seq.; the Dairy Nutrient Management Act, RCW 90.64, et seq.; the Hazardous Waste Management Statute, RCW 70.105D, et seq.; the Washington Toxic Substance control Act, RCW 70.105B, et seq.; and the Washington Clean Air Act, RCW 70.94, et seq. or (b) the use, storage, generation, production, treatment, emission, discharge, remediation, removal, or disposal of Hazardous Substances, including without limitation, the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC Section 9601, et seq.; the Resource Conservation and Recovery Act, 41 USC Section 6901, et seq.; the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; and the Washington Model Toxics Control Act, RCW 70.105D, et seq.

6.2.4. **Hazardous Substances** means:

6.2.4.1. Those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances”, “pollutants”, or “solid wastes” in the Federal Resource Conservation and Recovery Act of 1976, 42 USC Section 6901, et seq.; the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; and the Toxic Substance Control Act, 15 USC Section 2601, et seq., and in the regulations promulgated pursuant to said laws, all as amended from time to time; and

6.2.4.2. Those substances defined as “pollutants”, “dangerous wastes”, “hazardous wastes”, or as “hazardous substances” under the Federal Clean Water Act, 33 USC Section 1251, et seq., Water Pollution Control Act, RCW 90.48, et seq., the Dairy Nutrient Management Act, RCW 90.64, the Hazardous Waste Management Statute, RCW 70.104, et seq., the Washington

Toxic Substance Control Act RCW 70.105B, et seq., the Washington Model Toxics Control Act, RCW 70.105D, et seq., the Washington Clean Air Act, RCW 70.94, et seq., the Toxic Substance Control Act, 15 USC Section 2601, et seq., and in the regulations promulgated pursuant to said laws, all as amended from time to time; and

6.2.4.3. Those substances listed in the United States Department of Transportation Table (49 CFR Part 172.101 and amendments thereto) or by the Environmental Protection Agency (or by any successor agency) as hazardous substances; and

6.2.4.4. Stormwater discharges regulated under any federal, state, or local law, ordinance or regulation relating to stormwater, including but not limited to the federal Clean Water Act, and the regulations promulgated thereunder, all as amended from time to time; and

6.2.4.5. Such other substances, materials, and wastes which are or become regulated under applicable local, state, or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations, all as amended from time to time; and

6.2.4.6. Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the federal Clean Water Act, 33 USC Section 1251, et seq. or listed pursuant to Section 307 of the Clean Water Act, (E) flammable explosives, (F) radioactive materials, (G) lead based paint, or (H) radon gas; and

6.2.4.7. Such other substances, materials, and wastes which are or become regulated under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations, all as amended from time to time.

- 6.4. Purchaser acknowledges that Purchaser's purchase of the Real Property hereunder is solely on the basis of its own investigation of the physical condition and acreage of the Real Property, including the soils, water rights, and ground water conditions of the Real Property and its immediate environs, and further acknowledges that

Purchaser is not relying on any representations, oral or written, of Seller or any person acting on behalf of Sellers as to the same.

7. **DATE OF CLOSING:**

The date of Closing of this purchase and sale transaction shall be no later than **December 31, 2019**. Closing shall occur in the office of Klickitat County Title Company, Goldendale, Washington, or at such other location as may prove expedient. The parties shall deposit with the Closing Agent all instruments and documents and monies necessary to complete the purchase and sale of the Real Property, which will include but may not be limited to an Excise Tax Affidavit, Statutory Warranty Deed, and Closing Escrow Instructions.

8. **CLOSING COSTS:**

- 8.1. **Closing Escrow Fees:** The parties shall share equally in the closing escrow fees.
- 8.2. **Real Estate Excise Tax:** Seller shall be responsible for payment of real estate excise tax, if any.
- 8.3. **Title Insurance:** Seller shall be responsible for payment of the title insurance premium in connection with this transaction for the Real Property.
- 8.4. **Recording Fees:** Each party shall pay one-half of all recording fees.
- 8.5. **Attorney Fees:** Each party shall pay its own attorney fees in connection with this transaction.
- 8.6. **Proration of Taxes:** All real and personal property taxes and assessments payable in the year of closing shall be prorated as of the date of Closing.

9. **THIRD PARTY RIGHTS:**

No party other than Purchaser and Seller, and their successors and assigns, shall have any right to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of said parties, their heirs, personal representatives, successors or assigns, and not for the benefit of any other party.

10. **EARNEST MONEY DEPOSIT:**

There is no earnest money.



11. **GENERAL PROVISIONS:**

- 11.1. **Notices:** Notices under this Agreement shall be in writing and may be delivered (1) personally; (2) by U.S. mail, certified or registered; (3) by a nationally recognized overnight courier service; or (4) by facsimile transmission, if a facsimile number has been provided by the party receiving notice, with a copy to be sent by U.S. first class mail. Mailed notices shall be deemed effective on the third day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address shown above. Couriers notices shall be deemed delivered when the courier's records indicate that delivery has occurred. Facsimile notices shall be effective when actually transmitted to the facsimile number provided. Either party may change its address for notices by written notice to the other.
- 11.2. **Attorney's Fees:** In the event of any dispute arising out of or relating to this Agreement, whether suit or other proceeding is commenced or not, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings or in bankruptcy (including without limitation any adversary proceeding or contested matter in any bankruptcy case), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney's fees.
- 11.3. **Documents:** Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement to carry out its provisions.
- 11.4. **Time of Essence:** Time is of the essence of each and every provision of this Agreement.
- 11.5. **Legal and Tax Implications; Role of Menke Jackson Beyer law firm:** This Agreement affects legal rights and obligations and will have tax implications. The parties recognize and acknowledge that each party has been represented by separate counsel during the negotiation of this Agreement. In particular, the Parties recognize and acknowledge that the Seller has been represented by Menke Jackson Beyer, LLP and that Purchaser have been represented by Randall | Danskin. P.S.
- 11.6. **Covenants of Cooperation; Best Efforts to Close:** The parties agree to cooperate with each other and to execute such additional documents and instruments, including escrow instructions, as may be reasonably required to consummate the transaction



contemplated hereby. The parties shall each use their best efforts to satisfy any expressed or implied condition precedent to closing. No party will unreasonably withhold any cooperation necessary to bring about the closing of the transaction contemplated hereby.

11.7. **Counterparts/Facsimile:** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile transmissions of any signed original document, and retransmissions of any signed facsimile transmissions, shall be the same as delivery of an original.

11.8. **Survival of agreements:** The representations, covenants, agreements, warranties and indemnifications of this Agreement shall survive closing, except as otherwise expressly stated.

12. **NO JOINT VENTURE:**

No party is the agent, partner, or joint venture partner of the other.

13. **ASSIGNABILITY:**

Except as specifically contemplated by Section 3.1 of this Agreement, neither party shall assign this Agreement, or any part thereof, without the prior written consent of the other party, which consent will not be unreasonably withheld. Neither this Agreement nor the real estate contract executed pursuant to this Agreement shall be assignable by operation of law.

14. **WAIVER OF RECEIPT OF SELLER'S DISCLOSURE STATEMENT:**

Purchaser hereby expressly waives receipt of the Seller's Disclosure Statement as provided in RCW 64.06.010(7). By waiving the receipt of the Seller's Disclosure Statement as provided in RCW 64.06.010(7), the Seller acknowledges that it would not have marked "Yes" to any of the questions in the Section entitled "Environmental".

15. **NO REPRESENTATIONS.**

The Real Property is being sold "as is." It is agreed that no representations have been made by or on behalf of Seller as to the value, condition, quality or boundaries of the Real

Property, or that if any such representations have been made, they have not been relied upon by the Purchaser as an inducement to this purchase.

[SIGNATURES ON FOLLOWING PAGE]

**SELLER:**

CITY OF GOLDENDALE

**By:** \_\_\_\_\_  
MICHAEL A. CANON, Mayor

**Dated:** \_\_\_\_\_

**PURCHASER:**

CHURCH OF THE NAZARENE,  
OF GOLDENDALE, WASHINGTON

**By:** \_\_\_\_\_  
VICTOR HUNT, Senior Pastor

**By:** \_\_\_\_\_  
STEPHEN CUNNINGHAM, Board  
Secretary

**By:** \_\_\_\_\_  
MATTHEW CHILES, Head Trustee

**Dated:** 01/16/2019

## **EXHIBIT "A" – Legal Description**

### **IN COUNTY OF KLIKITAT, STATE OF WASHINGTON**

**Beginning at the point of intersection of the South line of Brooks Avenue as per the recorded Plat thereof and the Northerly extension of the West line of Lot 1, Block 1 in Fairview Addition to the City of Goldendale, Washington, said point also being the Northwest corner of that property conveyed to Klickitat Valley Grain Growers, Inc. by Deed dated March 8, 1993 and recorded in Book 293, Page 940 in said Klickitat County, Washington;**

**thence Westerly along the South line of said Brooks Avenue 440 feet, more or less, to the Westerly line of Grantor's property acquired from John J. Golden and wife by Deed dated May 31, 1902 and recorded in Book 0, Page 407 in Klickitat County, Washington;**

**thence Southerly along said Westerly property line 200 feet, more or less, to a line that lies parallel and/or concentric with and 30 feet normally distant Northerly from said Railway Company's Main Track centerline as originally located;**

**thence Westerly along said parallel line 540.1 feet to the Westerlymost corner of said "John J. Golden" property;**

**thence Easterly along the South line of said "John J. Golden" property 942 feet, more or less, to the Southwest corner of said "Klickitat Valley Grain Growers, Inc." property;**

**thence Northerly along the West line of the last said property 230 feet, more or less, to the point of beginning.**

**TOGETHER WITH all that portion of said Railway Company's 60 foot wide Branch Line Property, being 30 feet wide on each side of said Railway Company's Main Track centerline as originally located and constructed upon, over and across Block 19 of Fairview Addition to the City of Goldendale, Washington and Blocks 1,2,6,7 and 8 of Brooks Addition to the City of Goldendale, Washington and upon, over and across Dunbar Street, Baker Street, Sentinel Avenue, Putman Avenue, Nesbitt Avenue and South High Avenue, bounded on the North by the North line of said Block 19 and bounded on the South by the North line of Block 5 of said Brooks Addition.**

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AGENDA BILL: I1

AGENDA TITLE: OPEN PERIOD BUDGET ADJUSTMENT

DATE: JANUARY 22, 2019

**ACTION REQUIRED:**

ORDINANCE     X    

COUNCIL INFORMATION     X    

RESOLUTION                     

OTHER                                     

MOTION         X        

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**EXPLANATION:**

In review of the expenditures for the open period for 2018 there is a need to recognize increased expenditures in the current expense and water sewer fund. The attached worksheet indicates the detail for the open period amendments. The "Open Period" is the 1<sup>st</sup> twenty days of 2019 where final 2018 invoices can be paid and charged out in 2018.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

**I MOVE TO ADOPT ORDINANCE NO. 1493 BEING THE 2018 OPEN PERIOD BUDGET AMENDMENT AND WAIVE THE 2<sup>ND</sup> READING**

**CITY OF GOLDENDALE  
GOLDENDALE, WASHINGTON**

**ORDINANCE NO. 1493**

**AN ORDINANCE AMENDING ORDINANCE NO. 1478 WHICH IS THE 2018 BUDGET, AND PROVIDING FOR INCREASED APPROPRIATIONS FOR THE CURRENT EXPENSE FUND, CITY STREETS FUND, ECONOMIC DEVELOPMENT FUND, PUBLIC SAFETY RESERVE FUND AND THE WATER/SEWER FUND.**

**WHEREAS**, it has become necessary to decrease and increase appropriations in several funds below or above the original estimates, and

**WHEREAS**, sufficient funding exists, now therefore,

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

Ordinance No. 1468 is hereby amended as follows:

Section 1: The Current Expense Fund is increasing its appropriations in the amount of \$53,000 to cover increased costs voter registration and code enforcement services. Revenues to cover the increased appropriations will come from available cash reserves.

Section 2: The City Streets Fund is increasing its appropriations in the amount of \$15,000 to cover the retainage payments for the South Columbus Road project. Revenues to cover the increased appropriations will come from increased State shared revenues.

Section 3: The Economic Development Fund is increasing appropriations in the amount of \$2,000 to cover increased expenses for attorney services for preparation of real estate agreements. Revenues to cover the increased appropriations will come from available cash reserves.

Section 4: The Public Safety Reserve Fund is increasing appropriations in the amount of \$15,000 to cover increased expenses related to outfitting fire department equipment. Revenues to cover the increased appropriations will come from increased funds from the reimbursement on State Mob fires.

Section 5: The Water/Sewer Fund is increasing appropriations in the amount of \$52,000 to cover increased costs for operating supplies, increased overtime costs and SCADA repairs. Revenues to cover the increased appropriations will come from available cash reserves.

EFFECTIVE DATE: This ordinance shall take effect five (5) days after its publication according to law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
GOLDENDALE, WASHINGTON, THIS 22<sup>th</sup> DAY OF JANUARY, 2019.**

APPROVED:

\_\_\_\_\_  
Michael Canon, Mayor

ATTEST:

\_\_\_\_\_  
Connie Byers  
Clerk-Treasurer

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
City Attorney

4th Quarter Budget Amendment Worksheet for 2018

	A	B	C	D	E
1		Current	4th	Revised	
2		Budget	Quarter	Budget	EXPLANATION
3	Line Item Description	2018	Amendment	2018	
4	<b>CURRENT EXPENSE FUND</b>				
5	REVENUE				
6					
7					
8	TOTAL REVENUE		0		
9					
10	EXPENDITURES				
11	001-511-60-51-01	6,000	10,000	16,000	Increased Voter Registration Costs from the County
12	001-524-60-41-00	4,000	15,000	19,000	Increased Attorney Costs and Code Enforcement Costs
13	001-524-60-11-00	3,000	22,000	25,000	Code Enforcement Costs
14	001-524-60-20-00	1,000	6,000	7,000	Code Enforcement Costs
15	<b>TOTAL APPROPRIATION CHANGE</b>		<b>53,000</b>		
16	Ending Cash	383,800	-53,000	330,800	
17	TOTAL EXPENDITURES		0		
18	<b>CITY STREET FUND</b>				
19	REVENUE				
20	101-336-00-71	0	5,000	5,000	Increased State Shared Revenue for Multimodal Transportation
21	101-336-00-87	72,000	5,000	77,000	Increased State Shared Revenue for Motor Vehicle Fuel tax
22	101-345-17-00	0	5,000	5,000	Clean up Costs Insurance Reimbursement
23	TOTAL REVENUE		15,000		
24					
25	EXPENDITURES				



4th Quarter Budget Amendment Worksheet for 2018

	A	B	C	D	E
1		Current	4th	Revised	
2		Budget	Quarter	Budget	EXPLANATION
3	Line Item Description	2018	Amendment	2018	
26	101-021-595-30-63	500,000	15,000	515,000	Payment of Retainage- expected to be paid in 2019 but paid in 2018
27					
28	<b>TOTAL APPROPRIATION CHANGE</b>		<b>15,000</b>		
29	Ending Cash	700	0	700	
30					
31	<b>TOTAL EXPENDITURES</b>		<b>15,000</b>		
32					
33	<b>ECONOMIC DEVELOPMENT FUND</b>				
34	<b>EXPENDITURES</b>				
35	105-558-70-41	2,000	2,000	4,000	Increased costs for attorney services to prepare real estate purchase agreements
36					
37	<b>TOTAL APPROPRIATION CHANGE</b>		<b>2,000</b>		
38	Ending Cash	28,000	-2,000	26,000	
39	<b>TOTAL EXPENDITURES</b>		<b>0</b>		
40					
41	<b>PUBLIC SAFETY RESERVE FUND</b>				
42	<b>REVENUE</b>				
43					
44	106-342-21-10	0	15,000	15,000	Increased revenue from reimbursement on State Mob Fires
45					
46	<b>TOTAL REVENUE</b>		<b>15,000</b>		
47					
48	<b>EXPENDITURES</b>				

4th Quarter Budget Amendment Worksheet for 2018

	A	B	C	D	E
1		Current	4th	Revised	
2		Budget	Quarter	Budget	EXPLANATION
3	Line Item Description	2018	Amendment	2018	
49	106-594-22-64	42,000	15,000	57,000	Increased costs related to outfitting Fire Department Vehicle Purchases
50					
51	<b>TOTAL APPROPRIATION CHANGE</b>		<b>15,000</b>		
52	Ending Cash	145,000	0	145,000	
53	<b>TOTAL EXPENDITURES</b>		<b>15,000</b>		
54					
55	<b>WATER/SEWER</b>				
56					
57					
58	<b>EXPENDITURES</b>				
59	401-534-50-31	20,000	22,000	42,000	Increased Costs of Operation Supplies for various water projects
60	401-534-80-12	2,000	12,000	14,000	Several involved call outs on Water repairs and responses
61	401-535-10-31	19,000	8,000	27,000	Increased Costs of Operation Supplies for various sewer projects
62	401-535-10-41	0	10,000	10,000	Increased costs related to the SCADA System repairs
63					
64	<b>TOTAL APPROPRIATION CHANGE</b>		<b>52,000</b>		
65	Ending Cash	608,350	-52,000	556,350	
66	<b>TOTAL EXPENDITURES</b>		<b>0</b>		