

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
JULY 1, 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. Surplus Property of Fire Equipment
 - 2. Notice of Award on South Columbus Overlay (2)
 - 3. Late comers Agreement
 - 4. Water Service connection outside city limits
- H. Resolutions
- I. Ordinances
- J. Report of Officers and City Administrator – Larry, Council, Mayor
- K. Public Comment – 3 Minute Limit (If you are going to be more than 3 minutes, please request a presentation for the following council meeting)
- L. Executive Session
- M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON JULY 15, 2019 AT 7:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: JULY 1, 2019

ACTION REQUIRED:

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

EXPLANATION:

The consent agenda includes the following:

Minutes of the June 17, 2019 regular council meeting, first pay period June checks #52038 – 52045, 901028, direct deposit run 6/20/2019 in the amount of \$110,497.16, July 1, 2019 claims checks #52012 – 52037, 901026 - 901027 in the amount of \$69,457.16, voided check #52013.

FISCAL IMPACT:

Payroll checks in the amount of \$110,497.16, claims checks in the amount of \$69,457.16.

ALTERNATIVES:

Approve the consent agenda.

Remove certain items from the consent agenda for further discussion.

STAFF RECOMMENDATION:

Approve the consent agenda

MOTION:

I MOVE TO APPROVE THE CONSENT AGENDA.

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
JUNE 17, 2019
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

Council Present: Mayor Michael A Canon (Not voting), Council Member Andy Halm, Council Member Guy Theriault, Council Member Justin Leigh, Council Member Miland Walling, Council Member Shannon Middleton, Council Member Jane Roberts.

Staff Present: City Administrator Larry Bellamy (Not voting), Clerk-Treasurer Connie Byers (Not voting), Asst Fire Chief Steven Randall (Not voting), Police Chief Reggie Bartkowski (Not voting).

Absent: Council Member John Sullivan.

Motion: I move to excuse John Sullivan from the meeting. **Moved by** Council Member Guy Theriault, **Seconded by** Council Member Shannon Middleton.

Vote: Motion carried by unanimous roll call vote (**summary:** AYES = 6).

AYES: Council Member Andy Halm, Council Member Guy Theriault, Council Member Jane Roberts, Council Member Justin Leigh, Council Member Miland Walling, Council Member Shannon Middleton.

Agenda and Consent Agenda

Motion: I move to approve the agenda and consent agenda., **Action:** Adjourn, **Moved by** Council Member Guy Theriault, **Seconded by** Council Member Shannon Middleton.

Vote: Motion carried by unanimous roll call vote (**summary:** AYES = 6).

AYES: Council Member Andy Halm, Council Member Guy Theriault, Council Member Jane Roberts, Council Member Justin Leigh, Council Member Miland Walling, Council Member Shannon Middleton.

Presentations

Ty Ross spoke to the council about the airport project and the need to get help from the county. He also spoke about trading land on observatory hill.

Department Reports

Reggie reported on service calls, speed enforcement, crosswalk education, parking enforcement, ordinance changes and training.

Steven reported on service calls and training.

Resolutions

Authorization for City to Act as a Qualified Bidder

Motion: I move the approve resolution number 697 authorizing the City Administrator to act as a qualified bidder at the Klickitat County Treasurers public auction set for June 19, 2019 in the amount not to exceed \$7,000.00., **Moved by** Council Member Guy Theriault, **Seconded by** Council Member Shannon Middleton.

Vote: Motion carried by unanimous roll call vote (**summary:** AYES = 6).

AYES: Council Member Andy Halm, Council Member Guy Theriault, Council Member Jane Roberts, Council Member Justin Leigh, Council Member Miland Walling, Council Member Shannon Middleton.

Report of Officers and City Administrator

Larry reported on crack sealing, public works equipment storage building, bid opening for the Columbus Avenue Overlay Project, Base flow pump, RAS bypass, public hearing on the Six Year Street Plan, TIB grants, meeting with Apollo, Community Days preparation and 216 W Darland negotiations.

Justin volunteered for the vacant Administrative Hearing Examiner.

Jane stated that she was happy to hear about the crosswalk safety education.

Guy stated that he is glad that the Police Department is going to be doing parking enforcement.

Miland spoke about the scam phone calls.

Mayor Canon explained the changes on the agenda.

Executive Session

Motion: I move to go into executive session for one hour for union negotiations., **Moved by** Council Member Guy Theriault, **Seconded by** Council Member Shannon Middleton.

Vote: Motion carried by unanimous roll call vote (**summary:** AYES = 6).

AYES: Council Member Andy Halm, Council Member Guy Theriault, Council Member Jane Roberts, Council Member Justin Leigh, Council Member Miland Walling, Council Member Shannon Middleton.

Council went into executive session at 7:45 and at 8.24 the Mayor announced that they came out of executive session with no decisions made.

Michael A Canon, Mayor

Connie Byers, Clerk-Treasurer

Register

Fiscal: 2019

Deposit Period: 2019 - Jun 2019

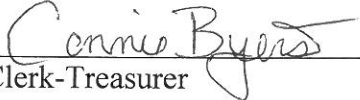
Check Period: 2019 - Jun 2019 - 2nd Council Jun 2019

Number	Name	Print Date	Clearing Date	Amount
Columbia State Bank	20016310			
Check				
52012	US Bank	6/17/2019		\$5,393.02
52013	Klickitat CO Treasurer	6/19/2019		\$7,000.00
52014	Action Medical	7/1/2019		\$191.52
52015	Anatek Labs Inc	7/1/2019		\$120.00
52016	Avista Utilities	7/1/2019		\$131.77
52017	Centurylink AZ	7/1/2019		\$190.41
52018	Centurylink NC	7/1/2019		\$87.73
52019	Code Publishing Inc	7/1/2019		\$675.00
52020	Fastenal Company	7/1/2019		\$292.14
52021	Goldendale Tire Center	7/1/2019		\$15.05
52022	Gwendolyn L Grundei	7/1/2019		\$4,500.00
52023	Klickitat Co Auditor	7/1/2019		\$100.00
52024	Klickitat County PUD	7/1/2019		\$2,094.26
52025	Les Schwab Tire Center	7/1/2019		\$31.96
52026	Lori Lynn Hootor Attorney at Law	7/1/2019		\$300.00
52027	MCMC Occupational Health	7/1/2019		\$38.65
52028	Optimist Printers	7/1/2019		\$55.00
52029	Peterson	7/1/2019		\$1,056.17
52030	Quill Corporation	7/1/2019		\$134.67
52031	Radcomp Technologies	7/1/2019		\$2,565.69
52032	Riley Brothers Inc	7/1/2019		\$4,506.92
52033	Triangle Pump & Equipment Inc	7/1/2019		\$13,745.54
52034	Turn-A-Lum Lumber	7/1/2019		\$349.99
52035	Verizon Wireless	7/1/2019		\$702.56
52036	WA ST Dept Nat Resources	7/1/2019		\$475.08
52037	Miland Walling	7/1/2019		\$285.94
901026	HSA Bank Employee Plan Funding	7/1/2019		\$16,333.52
901027	WA St Dept of Revenue	7/1/2019		\$8,084.57
	Total	Check		\$69,457.16
	Total	20016310		\$69,457.16
	Grand Total			\$69,457.16

**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 Check numbers 52012 through 52037, 901026 – 901027 in the amount of \$69,457.16, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 19th day of June, 2019.


Clerk-Treasurer

Register Activity

Fiscal: 2019
Period: 2019 - Jun 2019
Council Date: 2019 - Jun 2019 - 2nd Council Jun 2019

Reference	Date	Amount	Notes
Reference Number: 52012	US Bank	\$5,393.02	
Invoice - 6/17/2019 4:06:14 PM	6/17/2019	\$5,393.02	Visa Payment
Reference Number: 52013	Klickitat CO Treasurer	\$7,000.00	
Invoice - 6/19/2019 8:00:20 AM	6/19/2019	\$7,000.00	Klickitat County Treasurer Auction
Reference Number: 52014	Action Medical	\$191.52	
IV30-1316	6/4/2019	\$132.82	Medical Supplies
IV30-1317	6/4/2019	\$58.70	Medical Supplies
Reference Number: 52015	Anatek Labs Inc	\$120.00	
060804	7/13/2019	\$120.00	Service
Reference Number: 52016	Avista Utilities	\$131.77	
Invoice - 6/18/2019 2:04:30 PM	6/18/2019	\$131.77	Natural Gas
Reference Number: 52017	Centurylink AZ	\$190.41	
Invoice - 6/18/2019 2:05:42 PM	6/18/2019	\$190.41	Fax/DSL
Reference Number: 52018	Centurylink NC	\$87.73	
Invoice - 6/18/2019 2:06:08 PM	6/18/2019	\$87.73	Long Distance
Reference Number: 52019	Code Publishing Inc	\$675.00	
63744.1	7/3/2019	\$675.00	Municipal Code Web Hosting
Reference Number: 52020	Fastenal Company	\$292.14	
ORTHE78073	5/29/2019	\$292.14	Eyewear
Reference Number: 52021	Goldendale Tire Center	\$15.05	
321039	6/11/2019	\$15.05	Roate Tires
Reference Number: 52022	Gwendolyn L Grundei	\$4,500.00	
Invoice - 6/18/2019 2:22:31 PM	6/18/2019	\$4,500.00	June 2019 Service
Reference Number: 52023	Klickitat Co Auditor	\$100.00	
19-1873	6/13/2019	\$100.00	426 W Allyn Release

Reference	Date	Amount	Notes
Reference Number: 52024	Klickitat County PUD		
<u>Invoice - 6/18/2019 2:27:05 PM</u>	6/18/2019	\$2,094.26	Electirc
Reference Number: 52025	Les Schwab Tire Center		
<u>Invoice - 6/18/2019 2:28:33 PM</u>	6/18/2019	\$31.96	Service
Reference Number: 52026	Lori Lynn Hocht Attorney at Law		
<u>9Z016852</u>	6/13/2019	\$300.00	Chrystal Miller
Reference Number: 52027	MCMC Occupational Health		
<u>Invoice - 6/18/2019 2:30:35 PM</u>	6/18/2019	\$38.65	Roderick Huff
Reference Number: 52028	Optimist Printers		
<u>45921</u>	5/31/2019	\$55.00	Business Cards
Reference Number: 52029	Peterson		
<u>14959402</u>	6/11/2019	\$1,056.17	Forklift Rental
Reference Number: 52030	Quill Corporation		
<u>8025435</u>	6/12/2019	\$134.67	Calculator, Copy Paper
Reference Number: 52031	Radcomp Technologies		
<u>73613</u>	6/10/2019	\$2,565.69	IT Services
<u>73614</u>	6/10/2019	\$837.80	Meter Reading Laptop
<u>MSP-73637</u>	6/10/2019	\$224.68	Gold Package
Reference Number: 52032	Riley Brothers Inc		
<u>0013441</u>	5/28/2019	\$4,506.92	Non Spec
Reference Number: 52033	Triangle Pump & Equipment Inc		
<u>12557</u>	5/23/2019	\$13,745.54	Submersible Pump
Reference Number: 52034	Tum-A-Lum Lumber		
<u>1906-031725</u>	6/6/2019	\$349.99	Framing Nailor
Reference Number: 52035	Verizon Wireless		
<u>9831433188</u>	6/4/2019	\$702.56	Police Vehicles
<u>9831527406</u>	6/6/2019	\$640.16	Chlorination Station
Reference Number: 52036	WA ST Dept Nat Resources		
<u>Invoice - 6/18/2019 3:13:21 PM</u>	6/18/2019	\$475.08	Fire Cache Supplies
Reference Number: 52037	Miland Walling		
<u>Invoice - 6/19/2019 11:23:58 AM</u>	6/19/2019	\$285.94	Travel Reimbursement

Reference	Date	Amount	Notes
Reference Number: 901026			
Invoice - 6/18/2019 2:22:53 PM	HSA Bank Employee Plan Funding 6/18/2019	\$16,333.52	
		\$16,333.52	Employee Funding
Reference Number: 901027			
Invoice - 6/18/2019 3:19:46 PM	WA St Dept of Revenue 6/18/2019	\$8,084.57	
		\$8,084.57	Excise Tax

Register

Number	Name	Fiscal Description	Cleared	Amount
52038	AWC Benefit Trust	2019 - Jun 2019 - 1st Council Jun 2019		\$33,558.41
52039	Council Trust Acct.	2019 - Jun 2019 - 1st Council Jun 2019		\$1,085.68
52040	Deferred Comp Program	2019 - Jun 2019 - 1st Council Jun 2019		\$445.00
52041	Dept of Labor & Industries	2019 - Jun 2019 - 1st Council Jun 2019		\$1,913.32
52042	Dept of Retirement	2019 - Jun 2019 - 1st Council Jun 2019		\$11,581.91
52043	Employment Security	2019 - Jun 2019 - 1st Council Jun 2019		\$129.33
52044	Goldendale, City of	2019 - Jun 2019 - 1st Council Jun 2019		\$105.00
52045	ICMA Retirement Trust (Plan 302195)	2019 - Jun 2019 - 1st Council Jun 2019		\$112.50
901028	City of Goldendale	2019 - Jun 2019 - 1st Council Jun 2019		\$16,541.27
Direct Deposit Run -	Payroll Vendor	2019 - Jun 2019 - 1st Council Jun 2019		\$45,024.74
6/20/2019				\$110,497.16

AGENDA BILL: G1

AGENDA TITLE: SURPLUS PROPERTY OF FIRE EQUIPMENT

DATE: JULY 1, 2019

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION:

The Goldendale Fire Department is requesting the surplus of two pieces of equipment. One is the 1971 Seagraves Fire Engine and the other is a 1994 Command/Brush fire truck. The request was to take them to the Fire Victims Fund Auction being conducted by Rural 7 Fire District of Klickitat County. No bids were reviewed. Now the City is requesting surplus the two pieces of equipment by sealed bid or solicitation of written bids

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ADOPT RESOLUTION NO. _____ TO SURPLUS A 1971 SEAGRAVE FIRE TRUCK AND A 1994 CHEVROLET PICKUP BY SEALED BID OR SOLICITATION OF WRITTEN BIDS

**CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON**

RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY
SURPLUS AND AUTHORIZING ITS SALE PURSUANT TO RCW 39.33.010 et
seq.**

WHEREAS, the Goldendale Fire Department has certain personal property that is no longer necessary and appropriate for use by such department or any other City department, and

WHEREAS, the Goldendale Fire Department has determined that the fair market value is less than \$50,000, and

WHEREAS, the Goldendale Fire Department wishes to surplus a fire engine that is a 1971 Seagraves, VIN # 7335503701866 and a command/brush truck that is a 1994 Chevrolet Pickup, VIN #1GCGK29K6RE263294, and

WHEREAS, the subject fire engine is more than 30 years old and has exceeded its useful life, and

WHEREAS, the Goldendale Fire Department has inquired with other Klickitat County Fire Districts regarding the need for a used Fire engine that has exceeded its useful life without success, and

WHEREAS, the Goldendale Fire Department has inquired with the Fire Chief of Fire District #7 of Klickitat County and with a used fire truck vendor Brindlee Mountain Fire Apparatus as to the value of the subject fire truck is up to \$5,000, and

WHEREAS, the command/brush truck has repairs that exceed its value and has an estimated value of \$2,500, and

WHEREAS, the Fire District #7 holds its annual auction every May, proceeds of which, supports the Fire Victims Fund, and

WHEREAS, no bids were received at the auction for the 1971 Seagraves fire engine and the bidder for the 1994 Chevrolet Pickup withdrew their bid.

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

Section 1: The following listed personal property is hereby declared surplus to the needs of the City of Goldendale and may be sold by sealed bid:

1971 Seagraves, VIN # 7335503701866

1994 Chevrolet Pickup, VIN #1GCGK29K6RE263294

Section 2: Both vehicles are being sold "as is".

PASSED, ADOPTED AND APPROVED this 1st day of July, 2019.

CITY COUNCIL OF THE CITY OF
GOLDENDALE, WASHINGTON

By: _____
Michael Canon, Mayor

ATTEST: _____
Connie Byers, Clerk-Treasurer

STATE OF WASHINGTON VEHICLE CERTIFICATE OF OWNERSHIP

CERTIFICATE NUMBER
0129124606

LICENSE NUMBER 19107D	DATE OF APPLICATION 10/18/2001	MODEL YEAR 1994	MAKE CHEV	POWER/USE G/EX	SERIES & BODY STYLE K2PU
VEHICLE IDENTIFICATION NUMBER (VIN) 1GCGK29K6RE263294		FLEET/EQUIP. NUMBER	SCALE WT. 05410	MILEAGE 0076808	ODOMETER CODE ACTUAL MILEAGE
COMMENTS/ BRANDS 21002 1994			PRIOR TITLE STATE WA	PRIOR TITLE NUMBER 9425522408	

SAME AS LEGAL OWNER BELOW

SIGNATURE(S) OF REGISTERED OWNER(S) BELOW, HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE.

BY _____
REGISTERED OWNER SIGNATURE DATE OF SALE

BY _____
REGISTERED OWNER SIGNATURE DATE OF SALE

SALE PRICE _____
SIGNATURE(S) OF LEGAL OWNER(S) BELOW, HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE.

BY _____
FIRST LEGAL OWNER-SIGNATURE & TITLE DATE RELEASED

BY _____
SECOND LEGAL OWNER-SIGNATURE & TITLE DATE RELEASED

LEGAL OWNER: When lien is satisfied, release interest by signing above and transmit this document to County Auditor or Agent with proper fee. Failure to properly release and transmit the document within 10 days after lien is satisfied may result in monetary penalty to the debtor, pursuant to RCW 46.12.170.
TRANSFEREE/BUYER MUST APPLY FOR TRANSFER OF OWNERSHIP WITHIN 15 DAYS FROM DATE OF DELIVERY TO AVOID PENALTY. (SEE REVERSE FOR ADDITIONAL INFORMATION.)

FOR UPDATING THE RECORDS OF THE DEPARTMENT OF LICENSING, SHOW PERSONS NAMED HEREON AS REGISTERED OWNERS AND LEGAL OWNERS OF THE VEHICLE DESCRIBED.
1G1C1
ED-420-002

DIRECTOR DEPARTMENT OF LICENSING



KEEP IN A SAFE PLACE

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

Seller: Please DETACH HERE

STATE OF WASHINGTON - DEPARTMENT OF LICENSING VEHICLE REPORT OF SALE

Seller: Please DETACH HERE

REQUIRED WHENEVER OWNERSHIP CHANGES - INCLUDING DEALER TRADES

WARNING: THIS FORM DOES NOT TRANSFER OWNERSHIP

PLEASE PRINT OR TYPE - SEE IMPORTANT INSTRUCTIONS BELOW.

DOL USE ONLY

LICENSE NUMBER 19107D	VEHICLE IDENTIFICATION NUMBER (VIN) 1GCGK29K6RE263294	MODEL YEAR 1994	MAKE CHEV	SERIES/BODY K2PU	CERTIFICATE NUMBER 0129124606
TRANSFEROR/SELLER: To be released from civil/criminal liability for the operation of the vehicle you must fill in this form COMPLETELY. The completed form MUST be delivered to your local Washington vehicle license office, within 5 days from the date of sale of the vehicle. A service fee will apply.			VISIT THE DOL WEBSITE AT: www.wa.gov/dol		
NAME OF SELLER/TRANSFEROR (CURRENT REGISTERED OWNER)			NAME OF PURCHASER/TRANSFEEE		
COMPLETE ADDRESS OF SELLER/TRANSFEROR			COMPLETE ADDRESS OF PURCHASER/TRANSFEEE		
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
DATE VEHICLE WAS SOLD	TODAY'S DATE	VEHICLE PURCHASE PRICE	SELLER'S/TRANSFEROR'S SIGNATURE X		

MV-02 (REV. 7/73)

DO NOT SEPARATE
STATE of WASHINGTON
MV-02 (REV. 7/73)

MOTOR VEHICLE CERTIFICATE of TITLE

THIS TITLE IS EVIDENCE OF LEGAL OWNERSHIP

LICENSE NO.	DI6644	POW	USE CLASS	MOD.	YR	MAKE	SERIES & BODY TYPE
MOTOR I.D. OR SERIAL NO.		9	EX	71		PTRPR	4FIRE
						BURSH COAT OR SCALE WT	TAX CODE
						YR.	

R4763 39

CO. NO.	20	REM. NO.	354	DATE OF APPLICATION	NO. 06 30 71	CO. OF	TITLE NO.	7335503701866
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SAKE AS LEGAL DINER BELOW

1. SIGNATURE(S) RELEASES INTEREST IN VEHICLE

SOLY AND A
L OF B
N D & N
E 20

DATE _____

2. SIGNATURE(S) RELEASES INTEREST IN VEHICLE _____ DATE _____

I CERTIFY THAT THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES SHOW PERSONS NAMED _____ HEREON AS REGISTERED AND LEGAL OWNERS OF THE VEHICLE DESCRIBED.

Jack S. Nelson

DIRECTOR DEPARTMENT OF MOTOR VEHICLES	
SELLER MUST WRITE IN PURCHASER'S NAME & ODOMETER READING	MILEAGE READING IS _____

DEPT.
COPY

(DO NOT USE)

LISTING NO. (AUDITOR'S USE ONLY)

ITEM NO.	TRANS. CODE		WN74 L79650										LICENSE PLATE NO.	
	W/L	ORIG. TRAN.	RESUE	OTHER	REPL. PLATES	CORR.	SPEC.	MTR. CMC	CHG. CMC	ISSUE CMC	ISSUE TITLE			
8	12	11	0	3	1	2			9	8				
COUNTY		RESIDING IN		PREVIOUS PLATE NO.		EQUIP. NO.		REG. YR.		ABATE MONTH				
	INC.	UNINC.				X IF FLEET								

REGISTERED OWNER (LAST NAME FIRST) AND CURRENT ADDRESS

ZIP CODE

LEGAL OWNER

ZIP CODE

DEALER'S REPORT OF SALE

I (WE) CERTIFY THAT I (WE) SOLD THE VEHICLE DESCRIBED HEREON TO THE REGISTERED OWNER AS SHOWN AND WARRANT VEHICLE CLEAR OF ENCUMBRANCES EXCEPT AS SHOWN IN "LEGAL OWNER" SPACE. SALES TAX HAS BEEN COLLECTED.

DESCRIBED VEHICLE IS

NEW	<input checked="" type="checkbox"/> USED
-----	--

DEALER NAME	DATE OF SALE	SCHOOL DISTRICT NUMBER IN WHICH VEHICLE IS LOCATED.

(DEALER'S AUTHORIZED SIGNATURE) WASH. DEALER NO.

IF RESOLD
NEW OWNER
SIGNS HERE

TO BEFORE ME THIS

(GIVE TITLE WHEN SIGNING FOR COMPANY)

DAY OF _____, 19____

(GIVE TITLE WHEN SIGNING FOR COMPANY)

NOTARY PUBLIC OR DEPUTY AUDITOR

Chapter 2.76 DISPOSAL OF SURPLUS PROPERTY

Sections:

- 2.76.010 Purpose.
- 2.76.020 Responsibility for administration.
- 2.76.030 Determination of value.
- 2.76.040 Report to mayor--Initial procedure.
- 2.76.050 Property worth five thousand dollars or less.
- 2.76.060 Procedure--Property of a value over five thousand dollars.
- 2.76.070 Methods of disposition.
- 2.76.080 Guidelines for decision.
- 2.76.090 Statutory exceptions.

2.76.010 Purpose.

This chapter establishes procedures for disposition of property, other than real estate, which is surplus to the needs of the city. It is the intention of council that the procedures set forth in this chapter are preferred over others;

Therefore, special procedures called for under other legislation are to be deemed exceptions to this chapter, and their use is to be limited accordingly. (Ord. 1256(part), 1999)

2.76.020 Responsibility for administration.

The mayor, or such other officer as may from time to time be appointed, is responsible for the administration of this chapter. The mayor shall coordinate the disposition of surplus property, and shall aid the council in determining the best method of disposal. All departments of the city shall cooperate with the mayor to ensure the most efficient and beneficial disposition of surplus property. (Ord. 1256(part), 1999)

2.76.030 Determination of value.

A department wishing to dispose of a single item of surplus property, or a group of items, shall make an estimate of the reasonable market value in "as is, where is" condition. If the department responsible for the property cannot make the estimate, the mayor shall determine the reasonable market value. (Ord. 1256(part), 1999)

2.76.040 Report to mayor--Initial procedure.

A city department responsible for property which it wishes to declare surplus shall provide the mayor with a detailed description of the property, its location and condition, and its estimated value. The mayor shall then determine if any other department of the city has use for the property. If such a use is found, the mayor shall carry out the transfer of ownership and shall ensure that, if necessary, the fund disposing of the property is reimbursed for its reasonable market value. (Ord. 1256(part), 1999)

2.76.050 Property worth five thousand dollars or less.

If the property is not needed by the city and the estimated value is five thousand dollars or less, the mayor may dispose of the property by one of the methods listed in this chapter without reporting the matter to the city council. (Ord. 1256(part), 1999)

2.76.060 Procedure—Property of a value over five thousand dollars.

Disposition of surplus property of a value over five thousand dollars must be approved by a majority of the city council.

The procedure is as follows:

- A. The council shall examine the report of the mayor at a public meeting, and shall then either give further directions to the mayor.
- B. The mayor shall carry out the directions of the council with the assistance of the department owning the property.
- C. If directed to do so by the council, the mayor shall prepare a written report of the arrangements made, whereupon:
 - 1. The council shall consider the report of the mayor at either a public or an executive session, and shall then give further directions to the mayor as follows:
 - a. Approve the disposition;
 - b. Approve the disposition with additional special conditions; or,
 - c. Disapprove the proposed disposition, whereupon it shall give the mayor directions for further action. (Ord. 1256(part), 1999)

2.76.070 Methods of disposition.

Permissible methods of disposition of surplus property include, but are not limited to:

- A. Public auction;
- B. Solicitation of written bids;
- C. Negotiated sale to one or more designated buyers only as to property exceeding five thousand dollars in value;
- D. Transfer to another agency of government at or below reasonable market value; or
- E. Lease or loan. (Ord. 1256(part), 1999)

2.76.080 Guidelines for decision.

The council shall dispose of surplus property in the manner that they deem to be the best interests of the city. Considerations include but are not limited to:

- A. Possible future requirements of the city;
- B. Present value of the property;
- C. Likelihood of locating a buyer;
- D. Intergovernmental cooperation;
- E. The general welfare of the citizens of the city. (Ord. 1256(part), 1999)

2.76.090 Statutory exceptions.

Certain city ordinances and provisions of the Revised Code of Washington impose special conditions for the disposition of municipal property. Where necessary, city officials shall comply with those laws, treating them as limited exceptions to this chapter. Exceptions include, but are not limited to, the following as they may from time to time be amended:

- A. Disposition of works of art;
- B. RCW 27.12.305, .320, disposition of library materials;
- C. RCW 35.21.088, equipment rental;
- D. RCW 35.21.660 through .690, .725 through .755, transfers to municipally chartered corporations;
- E. RCW 35.21.820, ride-sharing vehicles;
- F. RCW Ch. 35.94, surplus utility property;
- G. RCW Chs. 39.33 and .34, intergovernmental agreements; alternate method for intergovernmental disposition of property;
- H. RCW 46.52.145, disposition of abandoned junk motor vehicles;
- I. RCW Chs. 63.21 and 63.22, disposition of found or unclaimed property in the hands of the police. (Ord. 1256(part), 1999)

The Goldendale Municipal Code is current through Ordinance 1489, passed August 20, 2018.

Disclaimer: The City Clerk's Office has the official version of the Goldendale Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

AGENDA BILL: G2

AGENDA TITLE: NOTICE OF AWARD FOR 2019 SOUTH
COLUMBUS OVERLAY PROJECT

DATE: JULY 1, 2019

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____

RESOLUTION_____ OTHER_____

MOTION_____ X _____

EXPLANATION:

Please see Dustin Conroy's letter regarding his recommendation to award the paving contract to Granite Construction. Dustin Conroy will be in attendance to the council meeting to provide details.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AWARD THE 2019 SOUTH COLUMBUS OVERLAY PROJECT TO GRANITE CONSTRUCTION COMPANY IN THE AMOUNT OF \$125,806.30, SUBJECT TO TRANSPORTATION IMPROVEMENT BOARD APPROVAL AND ALL CONTRACT FORMS COMPLETED AND APPROVED BY THE CITY OF GOLDENDALE



Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

June 28, 2019

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

RE: City of Goldendale 2019 South Columbus Overlay Project

Dear Mr. Bellamy:

I have reviewed the bids submitted at the June 26 bid opening for the 2019 South Columbus Overlay project.

Four bids were received and reviewed. Central Washington Asphalt provided the lowest bid for the project; however an error was found in their bid tabulation. A unit cost line item was multiplied incorrectly affecting their total contract price. After the correction was made Granite Construction Company was the low bidder for the project in the amount of \$125,806.30. The bid bond was attached, addenda were received and all forms were completed properly.

I recommend awarding the contract to Granite Construction Company for the 2019 South Columbus Overlay Project.

Please contact us if you have any questions.

Sincerely,

DUSTIN CONROY, PE/PLS

AGENDA BILL: G3

AGENDA TITLE: Latecomers Agreement

DATE: July 1, 2019

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X_____

RESOLUTION_____ OTHER_____

MOTION_____X_____

EXPLANATION:

Please find attached a purposed Latecomers Agreement between Kurt Ross and the City of Goldendale. Dustin Conroy will be in attendance at the meeting to further discuss the details of the agreement.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE LATECOMERS AGREEMENT FOR REIMBURSEMENT FOR A MUNICIPAL WATER SYSTEM EXTENSION BETWEEN KURT ROSS AND THE CITY OF GOLDENDALE.

**LATECOMERS AGREEMENT FOR REIMBURSEMENT
MUNICIPAL WATER SYSTEM EXTENSION**

AGREEMENT, made this 1st day of July, 2019 between Property Owner Kurt Ross, (hereinafter "Owner"), and the City of Goldendale, (hereinafter "City").

WITNESSETH:

RECITALS

1. The City owns and operates a domestic water system;
2. Owner has constructed an extension to the City's water system more particularly depicted on Exhibit "A" attached hereto and incorporated herein by this reference, which was completed on or about May of 2019. The extension constructed is capable of providing water service to property now owned by the Owner and to other property owners;
3. The area that can now be served by the extension is depicted in Exhibit "B" attached hereto and incorporated herein by this reference. This area is the area subject to this Latecomers Agreement. The parcels identified in Exhibit "B" are referred to herein as the "benefited properties" or "benefited area"
4. Owner's total cost for design and construction of the water extension is \$108,154.35, more specifically itemized in Exhibit "C" attached hereto and incorporated herein by this reference;
5. The City has determined and Owner agrees that a fair pro rata share of the total costs for the extension should be collected from the owners of the benefited properties, who tap on or connect to the extension, and that the amounts collected should be those shown in Exhibit "D", which is attached hereto and incorporated herein by this reference. The fair pro rata shares provided in Exhibit "D" are calculated as set forth based upon parcels directly benefitted;

6. Owner has dedicated and transferred the constructed extension to the City for use as part of the City's water system; and,
7. The City and Owner desire, and intend by this Agreement, to provide for the collection of the fair pro rata shares of the total costs for the extension from the Owner and the owners of the benefited properties consistent with and authorized by the provisions of the Municipal Water and Sewer Facilities Act, RCW 35.91.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, it is agreed by and between the parties as follows:

8. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.
9. In consideration of the dedication and conveyance of the extension to the City, the City agrees to accept the same and the City agrees to collect from the owners of parcels within the benefited area who tap onto or connect to the extension a latecomer's charge (assessment fee) in the amount set forth in Exhibit "D" along with any accrued interest at the rate of 5.5% per annum from the date of completion of the water extension. The City agrees that no owner within the benefited area may tap onto or connect to the extension until the assessment fee is first paid to the City.
10. The City shall pay to the Owner the sums collected by the City pursuant to this Agreement within sixty (60) days of the City's receipt of the same. Payment shall be made by certified mail to the address Owner provides herein under "Notices" or as may be later changed in writing by Owner.
11. In the event Owner assigns or transfers its rights (either voluntarily or involuntarily) under this Agreement, the City shall make payment of any amounts collected pursuant to this Agreement to Owner's successor.
12. Nothing in the Agreement shall be construed to affect or impair in any manner the right of the City to regulate the use of its water system, of which the extension is now a part, pursuant to the provisions of any ordinance, resolution, or policy now or hereafter in effect. The City's imposition of any such requirements shall not be deemed an impairment to this Agreement though it is possible that the City may impose requirements that could result in a refusal of service to an owner of a parcel within the benefited area to secure compliance with requirements of the City.
13. This Agreement shall become operative upon its being recorded with the Klickitat County Auditor, and shall remain in full force and effect for a minimum period of fifteen (15) years after the date of recording, or until the Owner, or its successors and assigns, has been fully reimbursed, whichever event occurs earlier. The City shall provide notice of this agreement to the owners of the benefited properties.

14. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing signed by a duly authorized representative of the City and Owner.
15. Notices: All payments remitted to Owner and communications regarding this Agreement shall be conducted with the following addresses described below. In addition, Owner shall, every two (2) years, starting two years from the date of the signing of this Agreement, provide contact information, such as name, address, and telephone number to the City. In the event that the reimbursement interest is assigned to a different individual, businesses, or any other entity, the assignee of the reimbursement interest shall then provide, every two years to the City, contact information of that individual, business, or entity.

Director of Public Works
City of Goldendale
1103 S. Columbus
Goldendale, WA 98620

Kurt Ross
925 N. Fairgrounds Road
Goldendale, WA 98620

16. All of the provisions of this Agreement shall be binding upon the successors and assigns of the parties.
17. This Agreement shall be construed in accordance with the laws of the State of Washington, and the Goldendale Municipal Code (GMC) 13.07 and jurisdiction of any resulting dispute shall be in Klickitat County Superior Court, Klickitat County, Washington. The prevailing party in any legal action arising from this Agreement shall be entitled to all costs and expenses, including reasonable attorney's fees, expert witness fees, or other witness fees and expenses.
18. Any invalidity, in whole or in part, or any of the provisions of this Agreement shall not affect the validity of any other of its provisions.
19. No term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.
20. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on this subject.

(signatures on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year below indicated.

Signed this _____ day of _____, 2019.

CITY OF GOLDENDALE

OWNER

By: Mayor Michael Canon

Kurt Ross

STATE OF WASHINGTON

)

) ss.

County of _____

)

I certify that I know or have satisfactory evidence that **Michael Canon** is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as **Mayor** of the **City of Goldendale**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2019.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

STATE OF WASHINGTON

)

) ss.

County of _____

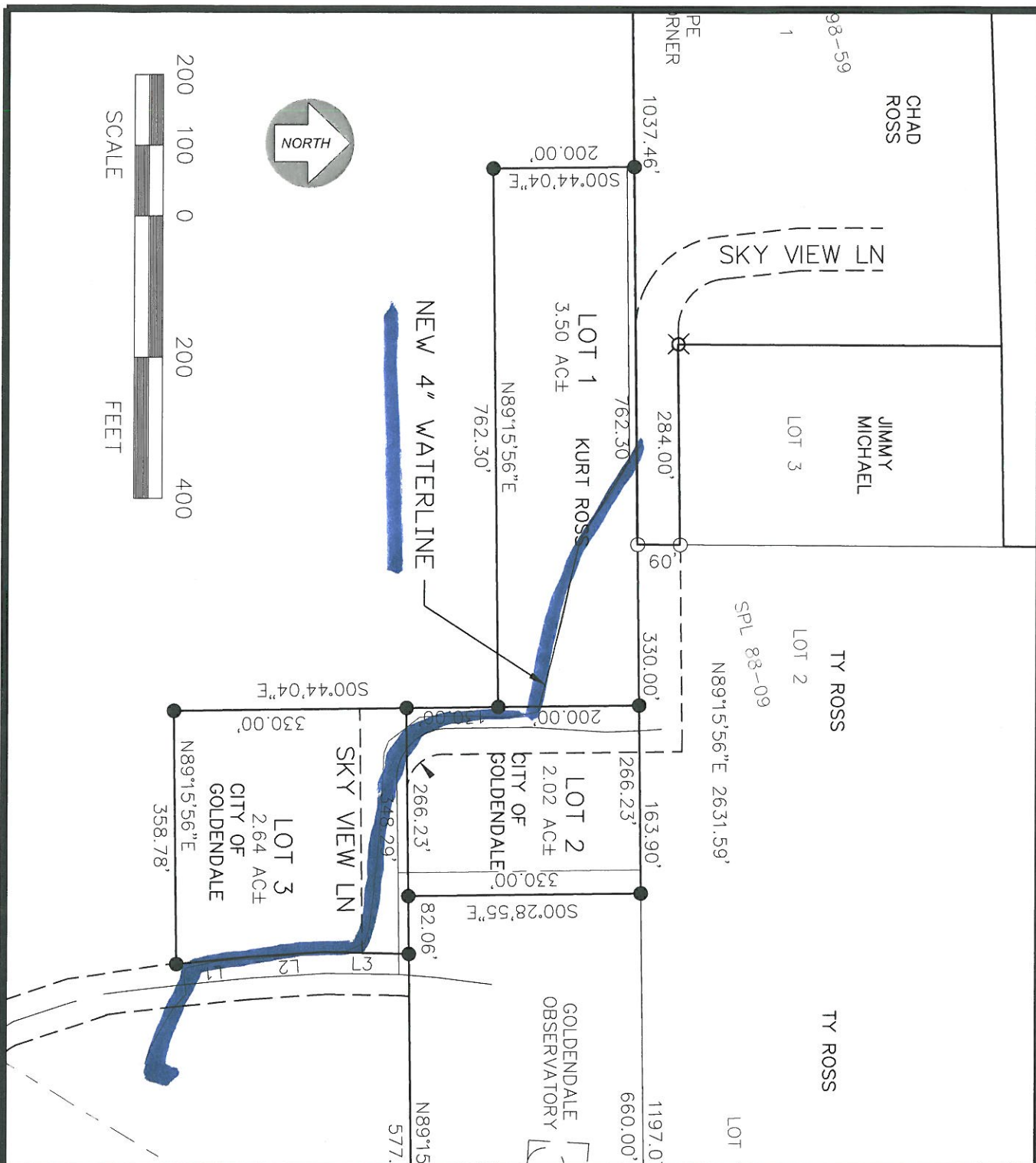
)

I certify that I know or have satisfactory evidence that **Kurt Ross** is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes therein mentioned.

Dated this _____ day of _____, 2019.

Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

g:\clt\ross\kurt general\latecomer agreement - kurt & city of glendale\latecomer agreement - kurt ross with city of goldendale.doc



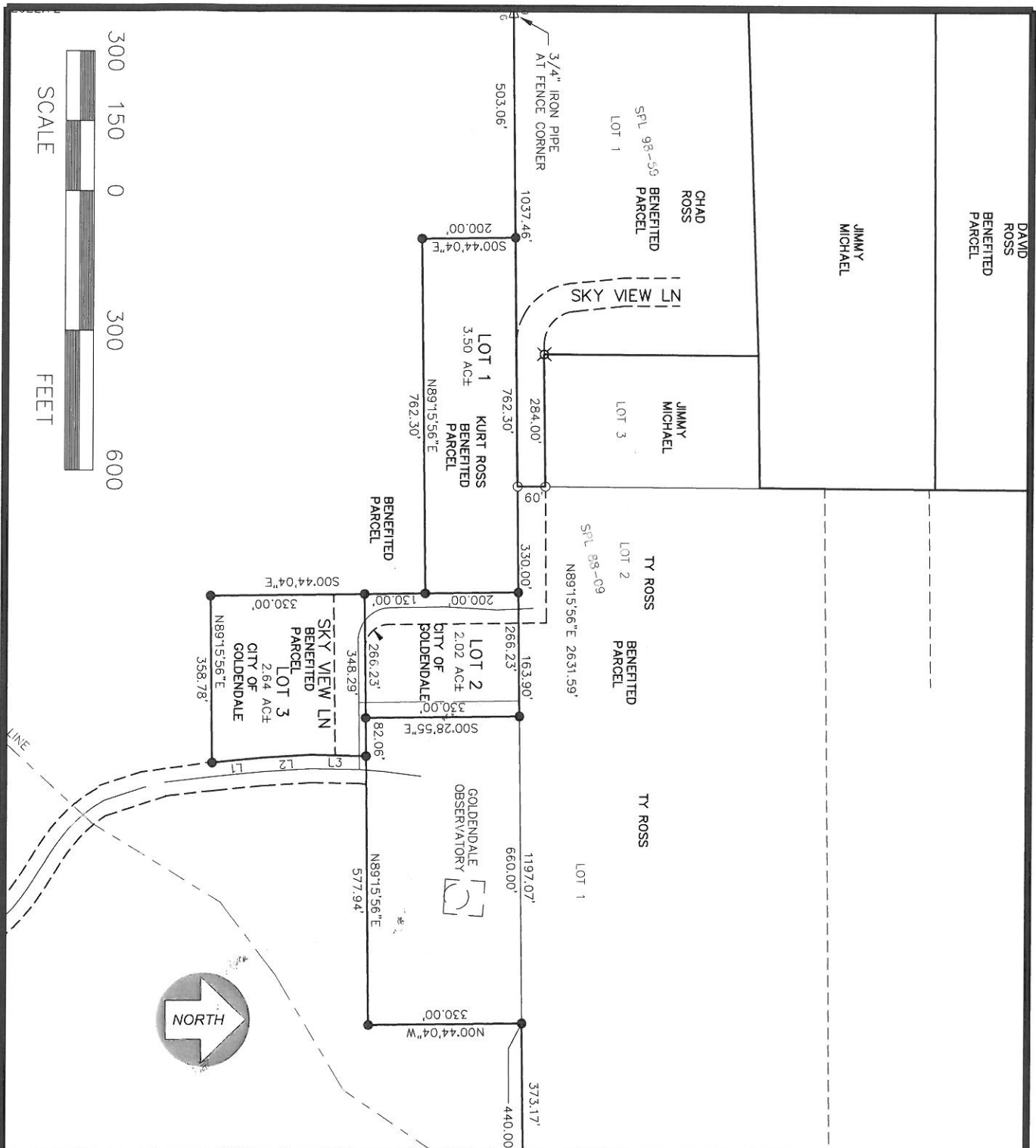
PSE

Pioneer Surveying & Engineering, Inc.

Civil Engineering and Land Planning
125 Simcoe Drive Goldendale, Washington 98620
Phone (509) 773-4945, Fax (509) 773-5888,
E-Mail pse@pioneersurveying.com, Job No.

EXHIBIT "A"
NEW 4" WATERLINE

DWG:



Pioneer Surveying & Engineering, Inc.

Civil Engineering and Land Planning
125 Simcoe Drive Goldendale, Washington 98620
Phone (509) 773-4945, Fax (509) 773-5888,
E-Mail pse@pioneersurveying.com, Job No.

EXHIBIT "B" BENEFITED PARCELS

DWG:

Exhibit C

Water Line Construction Cost

Date	Invoice#	Vendor	Memo	Amount
5/20/2018	838	Grade Worx, LLC	1400 Ft HDPE waterline and fittings	5,388.44
6/1/2018		Simcoe Construction	11% Mgmt Allocation - Prorata with house const.	1,531.14
6/12/2018	849	Grade Worx, LLC	Water Line Utility Trench.	45,615.22
6/30/2018	859	Grade Worx, LLC	Water Line Utility Trench.	16,810.12
7/1/2018		Simcoe Construction	Management Allocation	1,531.14
7/30/2018	870	Grade Worx, LLC	Mob and Rental of Excavator with Hammer	9,020.00
7/30/2018	870	Grade Worx, LLC	Sales Tax	676.50
11/1/2018		Simcoe Construction	Management Allocation	1,531.14
11/30/2018	209477	Halverson Northwest	Latecomers Agreement	420.00
12/1/2018		Simcoe Construction	Management Allocation	1,531.14
12/4/2018	8/15/2028	Summit Excavation, LLC	Asphalt Patch across Road	2,370.38
12/18/2018		City of Goldendale	Building Permit for Pump house	417.96
12/28/2018	3187	Schroder's Well Drilling & Pump	Variable Freq Pump Drive plus piping and fittings.	3,574.34
3/1/2018		Simcoe Construction	Management Allocation	1,531.14
3/4/2019	2239	Summit Excavation, LLC	Pumphouse setting of vault & trench	1,131.00
3/20/2019	47412	Noland Door Company, Inc.	Pumphouse Door & Handle	335.94
3/22/2019	3248	Schroder's Well Drilling & Pump	Variable Freq Pump Drive plus piping and fittings.	5,976.02
4/1/2019		Simcoe Construction	Management Allocation	1,531.14
4/10/2019	1104	Shaver Electric, LLC	Electrical	4,797.43
5/1/2019		Simcoe Construction	Management Allocation	1,531.14
5/9/2019	133	Skycam Construction, Inc.	Pressure Test, Flushing & Chlorination of 4" line	903.00
Total Construction Cost				<u>108,154.35</u>
Electrical Line Disallowance				(12,000.00)
Total Cost of Water Line Construction				<u><u>96,154.35</u></u>

Exhibit D
Water Line Construction Cost

Funds to be collected	96,154.35
Benefitted parcels	6
Fair pro rata share	<u>16,025.72</u>
(Based on Benefitted parcels)	

Chapter 13.07 LATECOMERS' AGREEMENTS

Sections:

- [13.07.010](#) Purpose of chapter.
- [13.07.020](#) Application.
- [13.07.030](#) Processing of application.
- [13.07.040](#) Ownership of system.
- [13.07.050](#) Restrictions on connection.
- [13.07.060](#) Interest on latecomer charge.
- [13.07.070](#) Payment of charge.
- [13.07.080](#) Term of agreement.
- [13.07.090](#) City liability limited.
- [13.07.100](#) Recording of agreement and releases.
- [13.07.110](#) Repair or replacement of defective work.
- [13.07.120](#) Performance bond.

13.07.010 Purpose of chapter.

Pursuant to the authority conferred in the Municipal Water and Sewer Facilities Act, Chapter [35.91](#) RCW, this chapter is enacted to encourage the private construction of municipal water and sewer systems by providing means for the recovery of the costs of installation through a charge to later users of the systems who did not contribute to the capital costs thereof. (Ord. 1252 §1, 1999)

13.07.020 Application.

- A. Any property owner who uses private funds to construct domestic water and/or sewer systems in the city or within ten miles from the city limits to connect to existing public city water or sewerage systems for the purpose of serving the area in which the real property of such owner is located may apply to the city to establish a latecomer agreement in order to recover a pro rata share of the costs from subsequent users of the system.
- B. The application must be on forms prescribed by the city of Goldendale and must be accompanied by a nonrefundable application fee in the amount of one hundred dollars.
- C. The city administrator shall establish policies and procedures for processing applications and initially determining eligibility of a system for a latecomer agreement.
- D. The applicant is required to submit to the public works supervisor a certified statement by a state of Washington licensed professional engineer containing an itemization of the total projected cost of the system which may include the design plans. (Ord. 1252 §2, 1999)

13.07.030 Processing of application.

- A. Upon receipt of the applicant's statement of project costs, the public works supervisor prepares for the city council a report setting forth:
 - 1. The total area and frontage of property currently paying or sharing the costs of the construction;
 - 2. The total area and frontage of property physically and feasibly capable of being served by the system;
 - 3. The names and mailing addresses of the owners of the property determined to be within the possible service area;

4. The fair pro-rata share of the cost for each property which might tap into the system, determined on an acre, front footage, or other equitable basis;
 5. Determination whether the system is consistent with the facility plan of the department of public works;
 6. A list of other necessary services presently available or planned for the area as part of the adopted plan;
 7. Evidence that the applicant agrees to an annexation covenant for the property to be presently served by the system, if located outside the city limits;
 8. A recommendation whether the application meets the criteria of this chapter and the policies and procedures of the public works supervisor and ought to be accepted.
- B. If the city council accepts the application, it shall pass a resolution declaring its intent to enter into a latecomer agreement, subject to the further requirements of this chapter.
- C. After the system is completed the applicant must present to the city administrator a final statement detailing the actual total project costs, including application fees, design, construction and inspection fees. In addition the applicant must submit "as built" plans showing the system and the service area.
- D. If both the as-built plans and the final statement of costs are consistent with the improvement contemplated, the city shall enter into the latecomer agreement.
- E. If the final statement exceeds or is inconsistent with the projected cost, or if the as-built plans significantly differ from the original design, the public works supervisor shall meet with the applicant to determine the reason for the increased cost or different design.
- F. The public works supervisor shall make a further report and recommendation to the city council. The city council may approve, reject, or modify the latecomer agreement. (Ord. 1252 §3, 1999)

13.07.040 Ownership of system.

- A. To be eligible a system must comply with all city ordinances, rules and regulations pertaining to the design and construction of water and/or sewer systems.
- B. Upon approval of the latecomer agreement the constructed system shall become the property of the city. The city may charge and receive fees for use according to the city's established water and sewer rates and connection charges. Maintenance and operation costs of the system are borne by the city beginning with the first anniversary of the agreement. (Ord. 1252 §4, 1999)

13.07.050 Restrictions on connection.

- A. Under the terms of the latecomer agreement the city will not allow any person to tap into the system without prior payment, or assurance of payment, to the applicant or the applicant's successor(s) or assign(s), herein referred to collectively as "beneficiary," of the latecomer charge, including interest and costs of administration.
- B. However, the city may authorize use of any such facility without payment of the charge when the city determines a tap to be in the best interest of the public health, safety, or welfare.
- C. The latecomer agreement obligates the city to exercise its best efforts to assure compliance with this section but the city shall not incur liability for an unauthorized tap. (Ord. 1252 §5, 1999)

13.07.060 Interest on latecomer charge.

- A. The latecomer agreement will provide that the beneficiary will receive interest.

- B. If a latecomer pays the charge within thirty days from the date of execution of the agreement, no interest is payable. Otherwise, interest is payable from the date of execution of the agreement to the date of payment of the latecomer charge.
- C. The rate of interest will be the rate payable on LID warrants at the time the city signs the latecomer agreement.
- D. Interest is calculated on the basis of a three-hundred-sixty-five-day year and is not compounded.
- E. Total interest payable may not exceed the principal amount of the latecomer charge.
- F. The city shall establish an amount for administration and collection of the latecomer agreement, which amount may be a portion of the interest charges under this section. (Ord. 1252 §6, 1999)

13.07.070 Payment of charge.

- A. Payments of the latecomer charge may be made to the city or to the beneficiary in accordance with the city's rules.
- B. Payment to the city must be by one lump sum including administrative costs. The city pays over amounts due the beneficiary within sixty days of receipt.
- C. If payment of the latecomer charge is made to someone other than the city, the city will require proof of payment in the form of release from the beneficiary before allowing connection to the system. The city will not be involved in enforcing private payment arrangements or mediating payment disputes between parties.
- D. Throughout the term of the agreement the beneficiary must in writing certify annually in January the name(s) and address(es) of the beneficiary. The city is not responsible for locating any person who may be entitled to benefits under any agreement. Failure to receive the annual certification required under this subsection gives the city cause to refuse to make payment under the agreement and money received may become the sole and exclusive property of the city. (Ord. 1252 §7, 1999)

13.07.080 Term of agreement.

No latecomer agreement can have a term longer than fifteen years. (Ord. 1252 §8, 1999)

13.07.090 City liability limited.

- A. The agreement will provide that the developer of the facilities waives and releases the city from all claims arising from the establishment, administration and enforcement of the latecomer agreement.
- B. In no event will the city be considered a guarantor of any project or improvement by virtue of this chapter or any agreement made pursuant to this chapter. (Ord. 1252 §9, 1999)

13.07.100 Recording of agreement and releases.

- A. The public works supervisor records each latecomer agreement or a notice thereof, including the legal description of all properties, as determined under Section [13.07.030\(A\)\(2\)](#), subject to the latecomer charge in the records of the auditor of the county in which the properties are located.
- B. In addition to recording the public works supervisor mails a copy of the agreement, or a summary thereof, to each owner of record, as determined under Section [13.07.030\(A\)\(3\)](#) of all properties subject to the latecomer charge, indicating at least the basis of computing the latecomer charge and stating the rate of interest.
- C. When the latecomer charge for a particular lot or parcel has been paid, the public works supervisor furnishes proof of payment to the owner of the lot or parcel and within thirty days records with the auditor of the county in

which the property is located a release, giving the legal description of the lot or parcel. (Ord. 1252 §10, 1999)

13.07.110 Repair or replacement of defective work.

If, within one year of the acceptance by the city of the facility by both parties, any work found to be defective, the developer shall promptly and without any cost to the city, and in accordance with instructions issued by the city, either correct such defective work or, if it has been rejected by the city, remove and replace it with nondefective work. If the developer does not promptly comply with the terms of such instructions the city may have the defective work corrected or the rejected work removed and replaced and all direct and indirect costs of such removal and replacement, including compensation for professional services, may be collected from the developers performance bond or withheld from the latecomer payments to the developer. (Ord. 1252 §11, 1999)

13.07.120 Performance bond.

The applicant shall provide the city with a performance bond in the amount of ten percent of the value of the improvements conveyed by developer to the city conditioned on the owner complying with the provisions of Section [13.07.110](#) hereof and any instructions issued by the city with regard to defective or rejected work. (Ord. 1252 §12, 1999)

**The Goldendale Municipal Code is current through
Ordinance 1489, passed August 20, 2018.**

Disclaimer: The City Clerk's Office has the official version of the Goldendale Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

AGENDA BILL: G4

AGENDA TITLE: Water Service Connection Outside the City Limits

DATE: July 1, 2019

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____

RESOLUTION_____ OTHER_____

MOTION_____ X _____

EXPLANATION:

As part of the Latecomers Agreement and benefited parcels. There are three parcels that directly benefit from the municipal water system extension and are located outside the city limits. Connections outside the city limits need to have council permission. See the attached memo and annexation covenant documents for the council's consideration.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE WATER SERVICE CONNECTIONS FOR TAX PARCELS 04160950000100, 04160951000300 AND 0416095100100 CONTINGENT ON THEIR SIGNATURE OF AN ANNEXATION COVENANT

Memo

To: Mayor and Council
From: Larry Bellamy, City Administrator
CC: Larry Bellamy, City Administrator
Date: 07/01/2019
Re: Water service connection outside the City Limits

According to GMC 13.04.010 C. *"For connections outside the city limits, permission from the city council is required to obtain a connection permit. "*

For your consideration:

1. The water system has the right to add connections and has adequate capacity to serve this connection.
2. The water main adjacent to that parcel is of adequate size to serve that lot.
3. The lot is within our water right place of use boundaries.
4. The lot is located in our duty to serve area which requires to supply water to the lot within 90 days of request.
5. The latecomers agreement requires the City of Goldendale to execute an annexation covenant for outside City Limit connections.

I recommend approving a water service connection for tax parcels 04160950000100, 04160951000300 and 04160951000100 contingent on their signature of an annexation covenant.

WHEN RECORDED RETURN TO:

CITY OF GOLDENDALE
1103 South Columbus Ave.
Goldendale, WA 98620

Document titles or transactions contained therein:

UTILITY SERVICE ANNEXATION COVENANT

GRANTOR(S) (Last name, first, then first name and initials)

Chad Ross

WHEREAS, the undersigned own real property which is outside the present city limits of Goldendale and have requested for such property to be served with City of Goldendale water and/or sewer; and

WHEREAS, it is understood by the undersigned that the provision of city water and/or sewer to the land and improvements of the owners must be consistent with the policies of the City of Goldendale relative to such utility service and the annexation of properties served; and

WHEREAS, it is recognized that such land as will be served by the water and/or sewer is presently intended ultimately to become part of the City of Goldendale through annexation when deemed feasible and proper by the City;

NOW, THEREFORE, the undersigned warrant, agree and covenant as follows:

1. They are the sole owners and hold all legal and equitable interests in the property identified below and are fully authorized to execute this document and to forever bind themselves, their successors and assigns and the subject property to the City of Goldendale, Washington.

2. The terms of this covenant are intended as a covenant running with the land as a burden on the subject premises, commonly known as:

LEGAL DESCRIPTION of Parcel (Abbreviated: Lot, Block, Plat/Section, Township, Range, Qtr/Qtr)

Lot 1, SP 98-59 in W2SW, Section 9, Township 4 North, Range 16 East

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

04160951000100

REFERENCE NUMBER(S) of Documents released

None.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

3. In the event that the City of Goldendale, in its discretion, furnishes water or sewer service to the above-described land, then as a condition to receipt thereof and in consideration thereof, the undersigned and each of them, for him/herself and for his/her successors in interest, hereby covenant to the City of Goldendale and also to the present and future owners of any property affected by the furnishing of City water provided for herein, that all or any of them shall, whenever so requested, sign any letter, notice, petition or other instrument that may be presented to them, addressed to the City under applicable laws of the State of Washington, initiating, furthering, or accomplishing the annexation to the City of Goldendale of any area contiguous to the City in which the above-described land is located. The undersigned further covenant and agree that they will not protest the annexation in any way.

4. It is understood that this covenant is made without regard to whether the annexation involves the assumption by the area to be annexed of the existing City of Goldendale indebtedness and/or whatever other conditions the City may lawfully impose.

5. The undersigned understand and agree that extension of this utility service to their land would not be authorized by the City without the undersigned's binding commitment to this covenant, on his/her own behalf and on behalf of his/her successors and assignees.

6. The undersigned further covenants and agrees to require execution and recording of a like covenant, including all of the terms hereof, by any party or parties to whom he/she conveys or transfers an interest in the above-described property.

7. If for any reason, any provision of this instrument is declared illegal or unenforceable, then the City may cancel and terminate the utility service referred to herein and the undersigned agrees immediately to remove all connections to said utility service, or the City may do so at its option.

8. No obligation provided for herein may be waived by the City except in writing. Failure to enforce any provision hereof in any instance shall not waive the City's right to enforce it in any subsequent instance. The undersigned acknowledges that he/she has had an opportunity to consult with legal counsel regarding the provision hereof.

Dated this _____ day of _____, 20____.

Grantor

(Individual Acknowledgement)

STATE OF _____)
: ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ and _____ are/is the person(s) who appeared before me, and said person(s) signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____, 20____.

←print name

Notary Public in and for the State of _____.
My appointment expires: _____
Residing at: _____

(Entity Acknowledgement)

STATE OF _____)
: ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 20____.

←print name

Notary Public in and for the State of _____.
My appointment expires: _____
Residing at: _____

WHEN RECORDED RETURN TO:

CITY OF GOLDENDALE
1103 South Columbus Ave.
Goldendale, WA 98620

Document titles or transactions contained therein:

UTILITY SERVICE ANNEXATION COVENANT

GRANTOR(S) (Last name, first, then first name and initials)

Dave Ross

WHEREAS, the undersigned own real property which is outside the present city limits of Goldendale and have requested for such property to be served with City of Goldendale water and/or sewer; and

WHEREAS, it is understood by the undersigned that the provision of city water and/or sewer to the land and improvements of the owners must be consistent with the policies of the City of Goldendale relative to such utility service and the annexation of properties served; and

WHEREAS, it is recognized that such land as will be served by the water and/or sewer is presently intended ultimately to become part of the City of Goldendale through annexation when deemed feasible and proper by the City;

NOW, THEREFORE, the undersigned warrant, agree and covenant as follows:

1. They are the sole owners and hold all legal and equitable interests in the property identified below and are fully authorized to execute this document and to forever bind themselves, their successors and assigns and the subject property to the City of Goldendale, Washington.

2. The terms of this covenant are intended as a covenant running with the land as a burden on the subject premises, commonly known as:

LEGAL DESCRIPTION of Parcel (Abbreviated: Lot, Block, Plat/Section, Township, Range, Qtr/Qtr)

Lot 3, SP 98-59 in W2SW, Section 9, Township 4 North, Range 16 East

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

04160951000300

REFERENCE NUMBER(S) of Documents released

None.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

3. In the event that the City of Goldendale, in its discretion, furnishes water or sewer service to the above-described land, then as a condition to receipt thereof and in consideration thereof, the undersigned and each of them, for him/herself and for his/her successors in interest, hereby covenant to the City of Goldendale and also to the present and future owners of any property affected by the furnishing of City water provided for herein, that all or any of them shall, whenever so requested, sign any letter, notice, petition or other instrument that may be presented to them, addressed to the City under applicable laws of the State of Washington, initiating, furthering, or accomplishing the annexation to the City of Goldendale of any area contiguous to the City in which the above-described land is located. The undersigned further covenant and agree that they will not protest the annexation in any way.

4. It is understood that this covenant is made without regard to whether the annexation involves the assumption by the area to be annexed of the existing City of Goldendale indebtedness and/or whatever other conditions the City may lawfully impose.

5. The undersigned understand and agree that extension of this utility service to their land would not be authorized by the City without the undersigned's binding commitment to this covenant, on his/her own behalf and on behalf of his/her successors and assignees.

6. The undersigned further covenants and agrees to require execution and recording of a like covenant, including all of the terms hereof, by any party or parties to whom he/she conveys or transfers an interest in the above-described property.

7. If for any reason, any provision of this instrument is declared illegal or unenforceable, then the City may cancel and terminate the utility service referred to herein and the undersigned agrees immediately to remove all connections to said utility service, or the City may do so at its option.

8. No obligation provided for herein may be waived by the City except in writing. Failure to enforce any provision hereof in any instance shall not waive the City's right to enforce it in any subsequent instance. The undersigned acknowledges that he/she has had an opportunity to consult with legal counsel regarding the provision hereof.

Dated this _____ day of _____, 20____.

Grantor

(Individual Acknowledgement)

STATE OF _____)
: ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ and _____ are/is the person(s) who appeared before me, and said person(s) signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____, 20____.

←print name

Notary Public in and for the State of _____.
My appointment expires: _____
Residing at: _____

(Entity Acknowledgement)

STATE OF _____)
: ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 20____.

←print name

Notary Public in and for the State of _____.
My appointment expires: _____
Residing at: _____

WHEN RECORDED RETURN TO:

CITY OF GOLDENDALE
1103 South Columbus Ave.
Goldendale, WA 98620

Document titles or transactions contained therein:

UTILITY SERVICE ANNEXATION COVENANT

GRANTOR(S) (Last name, first, then first name and initials)

Ty Ross

WHEREAS, the undersigned own real property which is outside the present city limits of Goldendale and have requested for such property to be served with City of Goldendale water and/or sewer; and

WHEREAS, it is understood by the undersigned that the provision of city water and/or sewer to the land and improvements of the owners must be consistent with the policies of the City of Goldendale relative to such utility service and the annexation of properties served; and

WHEREAS, it is recognized that such land as will be served by the water and/or sewer is presently intended ultimately to become part of the City of Goldendale through annexation when deemed feasible and proper by the City;

NOW, THEREFORE, the undersigned warrant, agree and covenant as follows:

1. They are the sole owners and hold all legal and equitable interests in the property identified below and are fully authorized to execute this document and to forever bind themselves, their successors and assigns and the subject property to the City of Goldendale, Washington.

2. The terms of this covenant are intended as a covenant running with the land as a burden on the subject premises, commonly known as:

LEGAL DESCRIPTION of Parcel (Abbreviated: Lot, Block, Plat/Section, Township, Range, Qtr/Qtr)

Lot 1 & Lot 2, SP 88-09 in S2SW4, Section 9, Township 4 North, Range 16 East

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

04160950000100

REFERENCE NUMBER(S) of Documents released

None.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

3. In the event that the City of Goldendale, in its discretion, furnishes water or sewer service to the above-described land, then as a condition to receipt thereof and in consideration thereof, the undersigned and each of them, for him/herself and for his/her successors in interest, hereby covenant to the City of Goldendale and also to the present and future owners of any property affected by the furnishing of City water provided for herein, that all or any of them shall, whenever so requested, sign any letter, notice, petition or other instrument that may be presented to them, addressed to the City under applicable laws of the State of Washington, initiating, furthering, or accomplishing the annexation to the City of Goldendale of any area contiguous to the City in which the above-described land is located. The undersigned further covenant and agree that they will not protest the annexation in any way.

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Dated this _____ day of _____, 20____.

Grantor

(Individual Acknowledgement)

STATE OF _____)
: ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ and _____ are/is the person(s) who appeared before me, and said person(s) signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____, 20____.

←print name

Notary Public in and for the State of _____.
My appointment expires: _____
Residing at: _____

(Entity Acknowledgement)

STATE OF _____)
: ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 20____.

←print name

Notary Public in and for the State of _____.
My appointment expires: _____
Residing at: _____