

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
OCTOBER 2, 2023
6:00 PM**

NOTE: THIS MEETING IS BEING HELD IN PERSON OR CAN BE ACCESSED REMOTELY BY TELEPHONE AND ZOOM VIDEO. TO PARTICIPATE VIA ZOOM, YOU WILL NEED TO CALL 415-762-9988. THE MEETING ID NUMBER IS 373 290 5204. YOU WILL BE ABLE TO CALL IN AT 5:45. YOU CAN FIND THE INSTRUCTIONS FOR ZOOM ON THE WEBSITE.

- A. Call to Order
 - a. Pledge of Allegiance
- B. Roll Call
- C. Closed Public Comment (Agenda Business Only, comments limited to 3 minutes)
- D. Public Hearing
- E. Agenda
 - 1. Approval of Agenda
 - 2. Consent Agenda
 - a. Approval of Minutes
 - b. Claims
 - c. Payroll
 - d. Other
- F. Presentations
- G. Department Reports
- H. Council Business
 - 1. Draft Epic Aviation, LLC AvGas Purchase Agreement
 - 2. New Phone System
 - 3. Recognition Committee Request
- I. Resolutions
- J. Ordinances
- K. Report of Officers - Council, Mayor, City Administrator
- L. Open Public Comment – 3 Minute Limit
- M. Executive Session
- N. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON OCTOBER 16, 2023, AT 6:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE:

ACTION REQUIRED:

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

EXPLANATION:

The consent agenda includes the following:

Minutes of the September 18, 2023 regular council meeting, second pay period
September checks #57403 – 57411, 901668, direct deposit 9/20/2023 in the amount of
\$114,021.35, October 2, 2023 claims checks #57399 – 57402, 57412 - 57445 in the
amount of \$62,561.36.

FISCAL IMPACT:

Payroll checks in the amount of \$114,021.35, claims checks in the amount of
\$62,561.36.

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
SEPTEMBER 18, 2023
6:00 PM**

Mayor Michael 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 Dave Jones, Council Member Steve Johnston, Council Member Loren Meagher, Council Member Ellie Casey, Council Member Andy Halm, Council Member Filiberto Ontiveros (via zoom), Council Member Miland Walling,

Staff Present (Not Voting): City Administrator Pat Munyan, Clerk Treasurer Sandy Wells, Police Chief Mike Smith, Fire Chief Noah Halm

CLOSED PUBLIC COMMENT

No Comment

PUBLIC HEARING

Shoreline Master Program by Pat Munyan, Department of Ecology as completed their review and has approved Goldendale's SMP (Shoreline Master Program). The purpose of the hearing is to provide the community with a comment on the plan prior to ratification by the Goldendale City Council.

NO COMMENTS

Closed Public Hearing 6:03 pm

Ordinance No 1530 by Pat Munyan, Ordinance No. 1530 is an Ordinance of the City of Goldendale, Washington, amending the Goldendale Municipal Code (GMC) Chapter 17.20 Highway Commercial District (HC) sections 17.20.020 and 17.20.040, Chapter 17.22 General Commercial District (C-2), sectionb17.22.020 and 17.22.040, and Chapter 17.26 Mixed Commercial District (C-3), Sections 17.26.020 and 17.26.040. The purpose of this ordinance is to change RV Parks from outright permitted use to a conditional to give the public an opportunity to comment on any proposed applications prior to approval. The intent of this public hearing is to consider public comments prior to adoption.

No Comments

Closed Public Hearing 6:04 pm

AGENDA AND CONSENT AGENDA

Mayor Michael Canon would like to amend tonight's agenda and add under Council Business, add H5 Land Purchase and Sale Offer for Lot 7 Block 2, and move H3 Recognition Committee Request to the beginning of Council Business.

Motion: I move to amend tonight's agenda to add H5 Land Purchase and Sale Offer for Lot 7 Block 2, Move H3 Recognition Committee Request to the beginning of Council Business and approve the agenda as amended and consent agenda, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Andy Halm.
Motion Passed Unanimously

PRESENTATION

Chamber of Commerce Update by Teja Finch, Teja gave an update on current events for the Chamber of Commerce.

DEPARTMENT REPORTS

Police Chief Mike Smith, Columbus will be closed from noon to 2:00 for the Art Festival.

Fire Chief Noah Halm, I was contacted by the Washington State Patrol Fire Training Academy, and they are bringing down trailer for us to train on. Pig Bowl this weekend.

City Administrator Pat Munyan, Public Works is still painting the streets and arrows. They have also had some water meter replacements. I have been working on union contracts. I am also going to start working on the Park Plan Grant.

COUNCIL BUSINESS

Recognition Committee Request by Filiberto Ontiveros, For City Councils consideration, Filberto Ontiveros is requesting the develop of a committee to recognize community individuals for outstanding performance. Filiberto would like a new committee to help pick the outstanding individuals.

Motion: I move to create a new recognition committee, **Action:** Motion, **Moved by** Council Member Andy Halm

Council Member Steve Johnston would like to use the Event Committee and not create a new committee.

Council Member Andy Halm rescinded his motion.

Motion: I move to table the decision until the next meeting, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Andy Halm.
Motion Passed Unanimously

Award of contract to Epic Aviation LLC by Pat Munyan, Staff as complete our request for proposals for delivery of aviation fuel. Epic Aviation was the only bidder at \$4.95 per gallon. Staff proposes to raise the fuel sale up to \$6.26 per gallon, this would be significantly lower than other airports in that area. At this point staff are only requesting council to award the contact to Epic Aviation so that Staff can start drafting the contact to bring back to council for ratification.

Motion: I move to award the fuel contract to Epic Aviation and to authorize staff to proceed with contract negotiations, **Action:** Motion, **Moved by** Council Member Miland Walling **Seconded by** Council Member Ellie Casey
Motion Passed Unanimously

Airport Advisory Board Bylaws by Pat Munyan, the committee has modified the second paragraph to include committee member appointment procedures and is ready for approval.

Rick Lundin spoke about the bylaws.

Motion: I move to approve the Goldendale Airport Advisory Board Bylaws with the amendment in the bylaws in article 6 that the City Council can amend the bylaws directly without having to go through the Advisory Board, **Action:** Motion, **Moved by** Council Member Loren Meagher **Seconded by** Council Member Dave Jones
Motion Passed Unanimously

Draft Interlocal Agreement between City of Goldendale and Klickitat County for District Court Services by Pat Munyan, please review the attached agreement. The Agreement is covering the information that was present earlier this year by Commissioner Anderson. The city staff are seeking direction from City Council members on how they would like staff to proceed.

The council gave consensus to forward the agreement to the City Attorney and Council Member Filiberto Ontiveros abstained.

Land Purchase and Sale Offer for Lot 7 Block 2 by Pat Munyan, The City of Goldendale has an offer of \$70,000 for the Industrial Park property Lot 7 Block 2 by a local contractor.

Council Member Loren Meagher wanted to go to executive session and Pat informed him that we would have to wait until the next meeting. If we go to executive session, we need to have an attorney present. Council member Steve Johnston wanted to take the current offer to a vote before we hold table it to the next meeting.

Motion: I move to approve the sale of lot 7 block 2 at the Industrial Park for \$70,000, **Action:** Motion Passed (**summary:** Ayes = 5, Nays =0, Abstain =2)

Ayes: Council Member Dave Jones, Council Member Ellie Casey, Council Member Miland Walling, Council Member Andy Halm, Council Member Steve Johnston

Nays: Council Member Loren Meagher, Council Member Filiberto Ontiveros

ORDINANCE

Ordinance No. 1530 by Pat Munyan, Ordinance No 1530 is an ordinance of the city of Goldendale, Washington, amending the GMC Chapter 17.20 Highway Commercial District (HC) section 17.20.020 and 17.20.040, Chapter 17.22 General Commercial District (C-2), section 17.22.020 and 17.22.040, and Chapter 17.26 Mixed Commercial District (C-3), Sections 17.26.020 and 17.26.040. The purpose of this ordinance is to change RV Parks from outright permitted use to a conditional to give the public an opportunity to comment on any proposed applications prior to approval.

Motion: I move to approve Ordinance 1530, **Action:** Motion, **Moved by** Council Member Steve Johnston **Seconded by** Council Member Miland Walling
Motion Passed Unanimously.

Ordinance No. 1531 by Pat Munyan, the purpose of Ordinance No. 1531 is to repeal the previous shoreline management plans adopted by ordinance and/or resolution and replace with the City's updated 2023 Shoreline Management Plan.

Motion: I move to approve Ordinance 1531, **Action:** Motion, **Moved by** Council Member Dave Jones **Seconded by** Council Member Ellie Casey

Motion Passed Unanimously.

REPORT OF OFFICERS

Council Member Dave Jones is looking forward to the Art Festival.

Council Member Andy Halm, the oldest fire truck will be 100 years old and Fire Chief Noah Halm is trying to get some donations to help restore the fire truck.

Council Member Miland Walling is also looking forward to the Art Festival.

Council Member Filiberto Ontiveros thanked everyone for their hard work. He recognizes the arts and how important it is to the community.

Mayor Mike Canon thanked the council for their hard work and was happy to see everyone working together.

OPEN PUBLIC COMMENT

Kay Schmit, Goldendale, would like the police department to patrol Washington Street and Darland Street for speeders. The Police Chief put up the flashing speed limit sign up already on that street. They have had extra patrols on those roads.

Council Member Steve Johnston would like a traffic safety committee meeting on Tuesday 19th at 1:00pm.

ADJOURNMENT

7:06 PM

Motion: I motion to Adjourn the meeting, Action: Motion, Moved by Council Member Andy Halm, Seconded by Council Member Steve Johnston.

Motion passed unanimously.



Michael A Canon, Mayor



Sandy Wells, Clerk-Treasurer

Register

Fiscal: 2023
Deposit Period: 2023 - Sept 2023
Check Period: 2023 - Sept 2023 - 2nd Council Sept 2023

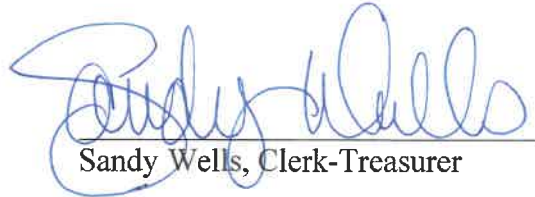
Number	Name	Print Date	Clearing Date	Amount
1st Security Bank of Washington	20016310			
Check				
57399	AT&T Mobility	9/18/2023		\$391.24
57400	AT&T Mobility	9/18/2023		\$926.92
57401	Centurylink AZ	9/18/2023		\$99.85
57402	Verizon Wireless	9/18/2023		\$313.69
57412	Stargazer	9/22/2023		\$6,387.98
57413	Ensemble Solutions Group	9/26/2023		\$7,100.31
57414	Aspect Consulting LLC	9/27/2023		\$4,911.50
57415	Anatek Labs Inc	10/2/2023		\$205.00
57416	Aspect Consulting LLC	10/2/2023		\$3,271.75
57417	AT&T Mobility	10/2/2023		\$56.93
57418	Avista Utilities	10/2/2023		\$95.55
57419	Bishop Sanitation Inc	10/2/2023		\$129.00
57420	Blue Mountain Networks LLC	10/2/2023		\$777.67
57421	Book Nook, The	10/2/2023		\$37.63
57422	Bryant Pipe & Supply Inc	10/2/2023		\$209.33
57423	Class 5	10/2/2023		\$765.63
57424	Criminal Justice Training Commission	10/2/2023		\$300.00
57425	Ferguson Portland Waterworks #3011	10/2/2023		\$4,864.57
57426	Goldendale Sentinel	10/2/2023		\$2,056.02
57427	Goldendale Tire Center	10/2/2023		\$1,590.61
57428	Goldendale Veterinary Clinic	10/2/2023		\$35.00
57429	Hattenhauer Energy Co LLC	10/2/2023		\$1,953.71
57430	Klickitat County Emergency Management	10/2/2023		\$11,255.08
57431	Klickitat County Health Dept	10/2/2023		\$175.00
57432	Krystal L Smith	10/2/2023		\$1,700.00
57433	L N Curtis & Sons	10/2/2023		\$25.80
57434	Larry Bellamy	10/2/2023		\$1,680.00
57435	Life Flight Network Foundation	10/2/2023		\$146.25
57436	McCredy Company, The	10/2/2023		\$4.25
57437	Peachey Davies & Myers, P.C.	10/2/2023		\$520.00
57438	Perez Collision Repair	10/2/2023		\$1,512.49
57439	Radcomp Technologies	10/2/2023		\$2,096.25
57440	Stearns Bank N.A.	10/2/2023		\$1,385.07
57441	Thomas Fitzgibbons	10/2/2023		\$720.00
57442	Uline	10/2/2023		\$629.04
57443	Umpqua Bank	10/2/2023		\$2,808.93

Number	Name	Print Date	Clearing Date	Amount
57444	Vision Municipal Solutions LLC	10/2/2023		\$950.00
57445	WA ST Dept Nat Resources	10/2/2023		\$473.31
		Total	Check	\$62,561.36
		Total	20016310	\$62,561.36
		Grand Total		\$62,561.36

**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 57399 through 57402, 57412 - 57445, in the amount of \$62,561.36, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 29 day of September, 2023.



Sandy Wells, Clerk-Treasurer

Register Activity

Fiscal: 2023

Period: 2023 - Sept 2023

Council Date: 2023 - Sept 2023 - 2nd Council Sept 2023, 2023 - Sept 2023 - 1st Council Sept 2023

Reference	Date	Amount	Notes
Reference Number: 57339	Peterson CAT	\$890.68	
PC160062915	7/11/2023	\$682.16	Damper, Parts
PC160063161	7/25/2023	\$208.52	Roller Center Parts
Reference Number: 57340	Umpqua Bank	\$6,895.25	
Invoice - 9/1/2023 8:56:42 AM	8/15/2023	\$6,895.25	Credit Card
Reference Number: 57350	Klickitat County Clerk	\$240.00	
Invoice - 9/7/2023 3:05:23 PM	9/7/2023	\$240.00	Dan Byers Code Enforcement
Reference Number: 57351	Republic Services Inc	\$903.36	
0487-000852843	8/31/2023	\$903.36	Garbage Service
Reference Number: 57352	Hattenhauer Energy Co LLC	\$1,583.92	
CL11440	8/31/2023	\$1,583.92	Fuel
Reference Number: 57353	Maria Hutchins	\$3,900.00	
23-2	9/12/2023	\$3,900.00	Consultant Services
Reference Number: 57354	Allyns Building Center	\$869.47	
355991	8/2/2023	\$103.18	Clamp Pads
356010	8/3/2023	\$24.18	Led Bulb
356192	8/7/2023	\$20.70	Bathroom Cleaner
356394	8/9/2023	\$64.48	Clamp Pads
356440	8/10/2023	\$28.99	Chainsaw File
356477	8/11/2023	\$5.79	Staple
356658	8/15/2023	\$13.84	Steel Wool
356703	8/15/2023	\$11.81	Contractor Solvent
356780	8/17/2023	\$48.36	Expandable Hose
356892	8/21/2023	\$78.08	Sealant, Ball Valve, Bushing ect
356931	8/21/2023	(\$17.51)	Ball Valve, Credit
356967	8/22/2023	\$99.71	Paint Brush, Tray
356968	8/22/2023	\$280.79	Grinder, supplies
356975	8/22/2023	\$10.74	Ballcock
356990	8/22/2023	\$16.75	Concrete Mix
357148	8/25/2023	\$9.21	Sealant, Drill
357149	8/25/2023	\$7.51	Pipe
357276	8/29/2023	\$23.10	Shovel

Reference	Date	Amount	Notes
Reference Number: 57354	Alllys Building Center	\$869.47	
357366	8/31/2023	\$39.76	Tarp
Reference Number: 57355	Andrew O'connor	\$105.83	
Invoice - 9/13/2023 5:11:49 PM	8/31/2023	\$105.83	Travel Expenses
Reference Number: 57356	Aramark Uniform Serv Inc	\$477.17	
5291281456	8/1/2023	\$23.44	Cleaning Supplies
5291281460	8/1/2023	\$49.04	Uniforms
5291281461	8/1/2023	\$32.61	Coveralls, Mat, Cleaning Supplies
5291281463	8/1/2023	\$16.67	Cleaning Supplies
5291285313	8/8/2023	\$23.44	Cleaning Supplies
5291285317	8/8/2023	\$49.36	Uniforms
5291285318	8/8/2023	\$32.61	Coveralls, Mat, Cleaning Supplies
5291285320	8/8/2023	\$16.67	Cleaning Supplies
5291289881	8/15/2023	\$23.44	Cleaning Supplies
5291289885	8/15/2023	\$43.80	Uniforms
5291289886	8/15/2023	\$32.61	Coveralls, Mat, Cleaning Supplies
5291289888	8/15/2023	\$16.67	Cleaning Supplies
5291294041	8/22/2023	\$23.44	Cleaning Supplies
5291294045	8/22/2023	\$44.09	Uniforms
5291294046	8/22/2023	\$32.61	Coveralls, Mat, Cleaning Supplies
5291294048	8/22/2023	\$16.67	Cleaning Supplies
Reference Number: 57357	Basin Feed & Supply	\$15.04	
99941	8/29/2023	\$15.04	Gloves
Reference Number: 57358	Book Nook, The	\$37.63	
681061	8/23/2023	\$37.63	Shadow Box
Reference Number: 57359	Carquest Auto Parts	\$384.02	
4993-655737	8/11/2023	\$6.61	Starter Rope, Brick Cleaner
4993-655828	8/12/2023	\$30.40	Oil Absorb
4993-655942	8/14/2023	\$8.16	Weatherstrip Adhesive
4993-656275	8/17/2023	\$31.43	Washer Head Screws
4993-656456	8/18/2023	\$180.35	Battery
4993-656684	8/21/2023	\$69.49	Tail Light Kit
4993-657060	8/24/2023	\$27.54	Prime Guard
4993-657069	8/24/2023	\$30.04	Air
Reference Number: 57360	Centurylink NC	\$15.84	
Invoice - 9/13/2023 5:37:01 PM	9/13/2023	\$15.84	Long Distance

Reference	Date	Amount	Notes
Reference Number: 57361	Christopher R Lanz Law Office LLC	\$420.00	
<u>1A0256174</u>	8/24/2023	\$100.00	Clifford George
<u>3A0114685</u>	8/24/2023	\$120.00	Scott Newman
<u>3A0533566</u>	8/24/2023	\$200.00	Christopher Wirshup
Reference Number: 57362	Clifford & Martin Inc	\$16.31	
<u>1148308</u>	8/1/2023	(\$24.00)	Bottle Deposit
<u>1155468</u>	8/29/2023	\$27.41	Water Bottles
<u>1158410</u>	8/31/2023	\$12.90	Cooler Rent
Reference Number: 57363	David Brotherton	\$112.50	
<u>23070203</u>	7/2/2023	\$49.50	Pager Programming
<u>23083101</u>	8/5/2023	\$63.00	Pager Programming
Reference Number: 57364	Emergency Vehicle Solutions LLC	\$4,145.69	
<u>23-1257</u>	6/28/2023	\$4,145.69	Intall Car Mount
Reference Number: 57365	FCS Group	\$3,252.21	
<u>3791-22305115</u>	5/19/2023	\$3,252.21	Tax Increment Analysis
Reference Number: 57366	Ferguson Portland Waterworks #3011	\$2,120.76	
<u>1217719</u>	9/1/2023	\$2,120.76	Pipe
Reference Number: 57367	Fitzjarrald Law Office	\$6,000.00	
<u>2023-G008</u>	9/5/2023	\$6,000.00	Legal Services
Reference Number: 57368	Goldendale Chamber	\$3,615.50	
<u>1267</u>	9/13/2023	\$3,615.50	August 2023 Reimbursement
Reference Number: 57369	Goldendale City of	\$5,242.54	
<u>Invoice - 9/13/2023 5:52:45 PM</u>	9/5/2023	\$5,242.54	Water Utilities
Reference Number: 57370	Goldendale Sentinel	\$883.47	
<u>156555</u>	8/24/2023	\$150.00	GPD Clerk Job
<u>156558</u>	8/23/2023	\$55.25	Variance Use Decision
<u>156568</u>	8/30/2023	\$223.08	Incubator Ad
<u>156576</u>	8/30/2023	\$127.08	WWTP Sepa Notice
<u>156577</u>	8/30/2023	\$104.98	Aviation Fuel Notice
<u>156578</u>	9/6/2023	\$223.08	Incubator Ad
Reference Number: 57371	Gorge Family Health	\$90.00	
<u>99576</u>	9/6/2023	\$90.00	CDL Physical - Todd Kindler
Reference Number: 57372	Holcombs Market	\$24.28	
<u>3079920921</u>	8/9/2023	\$2.09	Ice
<u>4032211042</u>	8/10/2023	\$4.40	Scrubber

Reference	Date	Amount	Notes
Reference Number: 57372	Holcombs Market	\$24.28	
4046651050	8/15/2023	\$2.09	Ice
4063781202	8/21/2023	\$13.61	Plate, Freezer Bags, Forks, Bowls
4071151036	8/24/2023	\$2.09	Ice
Reference Number: 57373	Jane Granum	\$10.00	
Invoice - 9/13/2023 6:12:06 PM	9/11/2023	\$10.00	Sewing
Reference Number: 57374	Jennifer Minor	\$8,687.11	
Invoice - 9/13/2023 6:14:01 PM	9/13/2023	\$8,687.11	Water Bill Refund
Reference Number: 57375	Josie Madsen	\$5.35	
Invoice - 9/13/2023 6:15:55 PM	9/13/2023	\$5.35	Water Bill Refund
Reference Number: 57376	Klickitat County Health Dept	\$140.00	
INV00026-0723 (2)	7/12/2023	\$140.00	Bateria Testing
Reference Number: 57377	Klickitat County PUD	\$17,436.68	
Invoice - 9/13/2023 6:16:43 PM	9/11/2023	\$17,436.68	Electric Utility
Reference Number: 57378	L N Curtis & Sons	\$685.20	
INV717556	6/23/2023	\$401.02	Uniforms
INV738409	8/21/2023	\$236.69	Pants
INV743382	9/5/2023	\$47.49	Holster
Reference Number: 57379	L Paul Schneider Ph.D., ABPP	\$475.00	
166	8/27/2023	\$475.00	Psychological Evaluation - Cameron Howell
Reference Number: 57380	Leo Lucatero	\$73.72	
Invoice - 9/13/2023 6:26:26 PM	9/13/2023	\$73.72	Refund Long Term Care payments
Reference Number: 57381	Linda K Gouge Attorney at Law	\$2,107.50	
2023 - 1A0100173	8/25/2023	\$1,711.25	Tamara Strasburg
3A0121719_3A0268383	8/29/2023	\$396.25	Jason Newell
Reference Number: 57382	Menke Jackson Beyer LLP	\$3,367.06	
Invoice - 9/13/2023 6:32:24 PM	8/31/2023	\$1,005.03	Dan Byers
Invoice - 9/13/2023 6:32:56 PM	8/31/2023	\$844.03	Larson- 114 Railroad
Invoice - 9/13/2023 6:33:28 PM	8/31/2023	\$1,518.00	General
Reference Number: 57383	Norco Inc	\$54.65	
38594120	8/31/2023	\$54.65	Cylinder Rental

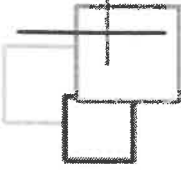
Reference	Date	Amount	Notes
Reference Number: 57384	One Call Concepts Inc	\$18.19	
3089076	8/31/2023	\$18.19	Locates
Reference Number: 57385	Optimist Printers	\$190.29	
57814	6/11/2023	\$63.43	Bus Cards - Jessica Guthrie
57815	6/11/2023	\$63.43	Bus Cards - Ed Gunnyon
57816	6/11/2023	\$63.43	Bus Cards - Mike Smith
Reference Number: 57386	Pioneer Surveying & Engineering Inc	\$3,785.00	
22-904-5	8/23/2023	\$3,230.00	TIB Application
23-901-2	8/23/2023	\$555.00	Water System Improvements, Hoodview Property line
Reference Number: 57387	Precision Service and Electric LLC	\$3,225.75	
2023-2044	9/7/2023	\$2,725.66	WWTP install jacks
2030	8/28/2023	\$500.09	WWTP Heat Pump
Reference Number: 57388	Radcomp Technologies	\$7,042.95	
MSP-100487	9/5/2023	\$7,042.95	Sept monthly billing
Reference Number: 57389	RH2 Engineering Inc	\$16,852.32	
92538	9/14/2023	\$200.86	Scada Support Services
92539	9/14/2023	\$16,651.46	WWTP Improvements
Reference Number: 57390	Schuknecht's Polygraph Service	\$200.00	
Invoice - 9/14/2023 1:34:30 PM	8/15/2023	\$200.00	Howell Polygraph Test
Reference Number: 57391	Sound Water Services	\$3,672.00	
230804-5	8/4/2023	\$3,672.00	Chlorine Briquettes
Reference Number: 57392	Thomas Fitzgibbons	\$1,080.00	
Invoice - 9/14/2023 1:37:15 PM	8/31/2023	\$1,080.00	Animal Control
Reference Number: 57393	Verizon Wireless	\$40.68	
9943719278	9/6/2023	\$40.68	Chlorination Station
Reference Number: 57394	Vic's Auto & Supply	\$50.26	
082169	7/10/2023	(\$140.81)	Charger return
082259	7/11/2023	\$5.71	Adapters
082584	7/15/2023	\$14.50	Lubric Comp
082999	7/21/2023	\$19.02	Gasket Maker
083281	7/27/2023	\$22.71	Holesaw, Hex Shank
084325	8/14/2023	\$17.90	Weather Strip Adhv
84330	8/14/2023	\$22.06	Coupling
84342	8/14/2023	\$30.06	Paint, Magnetic Tool

Reference	Date	Amount	Notes
Reference Number: 57394 84833	Vic's Auto & Supply 8/23/2023	\$50.26 \$59.11	Drill
Reference Number: 57395 09-12987 09-13127	Vision Municipal Solutions LLC 7/12/2023 8/31/2023	\$1,972.06 \$986.56 \$985.50	July Water Bill Mailing August Water Bill Mailing
Reference Number: 57396 3215 3216 3217	WA St Dept of Health 8/25/2023 8/25/2023 8/25/2023	\$137,525.40 \$47,842.67 \$9,556.48 \$80,126.25	Loan 03-65103-017 Loan 05-96300-014 Loan DM12-952-090
Reference Number: 57397 GOLD 083023	Wasco County 8/30/2023	\$5,647.92 \$5,647.92	Paint Striping
Reference Number: 57398 35189	Wild Daffodil Sewing 9/1/2023	\$150.50 \$150.50	Flag Repair
Reference Number: 57399 287322322398X09132023	AT&T Mobility 9/5/2023	\$391.24 \$391.24	Cell Phones
Reference Number: 57400 287322322615x09132023	AT&T Mobility 9/5/2023	\$926.92 \$926.92	Cell Phones
Reference Number: 57401 Invoice - 9/18/2023 4:31:19 PM	Centurylink AZ 9/11/2023	\$99.85 \$99.85	Fax
Reference Number: 57402 9943590772	Verizon Wireless 9/4/2023	\$313.69 \$313.69	GPD Latops
Reference Number: 57412 Invoice - 9/22/2023 11:22:15 AM	Stargazer 9/22/2023	\$6,387.98 \$6,387.98	Water Bill Refund
Reference Number: 57413 78142	Ensemble Solutions Group 7/27/2023	\$7,100.31 \$7,100.31	Body Camera Rent
Reference Number: 57414 52427	Aspect Consulting LLC 7/19/2023	\$4,911.50 \$4,911.50	Professional servies
Reference Number: 57415 2318036 2318037 2318109 2318110	Anatek Labs Inc 9/19/2023 9/19/2023 9/20/2023 9/20/2023	\$205.00 \$55.00 \$50.00 \$50.00 \$50.00	Bateria Testing Bateria Testing Bateria Testing Bacteria Testing

Reference	Date	Amount	Notes
Reference Number: 57416	Aspect Consulting LLC	\$3,271.75	
<u>53129</u>	9/15/2023	\$335.00	Capitol Improvment plans for water supply
<u>53130</u>	9/15/2023	\$2,936.75	Water Quality Professional Services
Reference Number: 57417	AT&T Mobility	\$56.93	
<u>287258483135X09182023</u>	9/10/2023	\$56.93	Cholriation Station Hotspot
Reference Number: 57418	Avista Utilities	\$95.55	
<u>Invoice - 9/29/2023 12:25:27 PM</u>	9/12/2023	\$95.55	Gas Utilities
Reference Number: 57419	Bishop Sanitation Inc	\$129.00	
<u>A-137619</u>	9/20/2023	\$129.00	Port-a-Pottie Rental
Reference Number: 57420	Blue Mountain Networks LLC	\$777.67	
<u>13901 - 2023</u>	10/1/2023	\$777.67	Long Distance
Reference Number: 57421	Book Nook, The	\$37.63	
<u>871086</u>	9/20/2023	\$37.63	Shadow Box
Reference Number: 57422	Bryant Pipe & Supply Inc	\$209.33	
<u>2032521</u>	9/20/2023	\$209.33	Basse Well Supplies
Reference Number: 57423	Class 5	\$765.63	
<u>145712</u>	9/15/2023	\$765.63	October Billing - Phones
Reference Number: 57424	Criminal Justice Training Commission	\$300.00	
<u>201138496</u>	9/6/2023	\$300.00	Training - Jessica
Reference Number: 57425	Ferguson Portland Waterworks #3011	\$4,864.57	
<u>1146882-5</u>	9/14/2023	\$287.76	Water Supplies
<u>1146882-6</u>	9/19/2023	\$3,412.57	Water Meters
<u>1161608</u>	9/21/2023	\$776.16	Water Supplies
<u>1161608-1</u>	9/25/2023	\$388.08	Water Supplies
Reference Number: 57426	Goldendale Sentinel	\$2,056.02	
<u>156600</u>	9/13/2023	\$223.08	Incubator Building Ad
<u>156605</u>	9/13/2023	\$1,284.56	Public notice SMP
<u>156608</u>	9/13/2023	\$27.63	Summary of Ordinance 1528
<u>156609</u>	9/13/2023	\$41.44	Summary of Ordinance 1529
<u>156611</u>	9/13/2023	\$33.15	Public Hearing amending GMC
<u>156619</u>	9/20/2023	\$223.08	Incubator Building Ad
<u>156640</u>	9/27/2023	\$223.08	Incubator Building Ad
Reference Number: 57427	Goldendale Tire Center	\$1,590.61	
<u>112239</u>	8/15/2023	\$1,361.21	Tires

Reference	Date	Amount	Notes
Reference Number: 57427	Goldendale Tire Center	\$1,590.61	
112257	8/15/2023	\$68.26	Dismounts, Wheel Balance
112688	9/6/2023	\$80.57	Oil change
112965	9/20/2023	\$80.57	Oil Change
Reference Number: 57428	Goldendale Veterinary Clinic	\$35.00	
171229	8/2/2023	\$35.00	Bear Slaight Board
Reference Number: 57429	Hattenhauer Energy Co LLC	\$1,953.71	
CL11698	9/15/2023	\$1,953.71	Fuel
Reference Number: 57430	Klickitat County Emergency Management	\$11,255.08	
2023-03-C00523 4th Quarter	10/1/2023	\$11,255.08	Dispatch Services
Reference Number: 57431	Klickitat County Health Dept	\$175.00	
IMV00017-0923	9/12/2023	\$175.00	Bateria Sample Testing
Reference Number: 57432	Krystal L Smith	\$1,700.00	
297934	9/17/2023	\$1,700.00	Janitorial
Reference Number: 57433	L N Curtis & Sons	\$25.80	
INV744169	9/7/2023	\$25.80	Name Tags
Reference Number: 57434	Larry Bellamy	\$1,680.00	
Invoice - 9/29/2023 1:07:52 PM	9/30/2023	\$1,680.00	Consulting Services
Reference Number: 57435	Life Flight Network Foundation	\$146.25	
Invoice - 9/29/2023 1:08:20 PM	9/29/2023	\$146.25	Member Ship - Thannhauser, Allen, Frank
Reference Number: 57436	McCredy Company, The	\$4.25	
897888	9/27/2023	\$4.25	Keys
Reference Number: 57437	Peachey Davies & Myers, P.C.	\$520.00	
1A0352982 2023	9/15/2023	\$330.00	Esmeralda Zaragoza
3A0040951	9/15/2023	\$190.00	Mike Bledsoe JR
Reference Number: 57438	Perez Collision Repair	\$1,512.49	
21181	9/5/2023	\$1,512.49	Vehile Repair
Reference Number: 57439	Radcomp Technologies	\$2,096.25	
100593	9/15/2023	\$2,096.25	Replacement Computer
Reference Number: 57440	Stearns Bank N.A.	\$1,385.07	
896171	10/11/2023	\$1,385.07	Genie Lift

Reference	Date	Amount	Notes
Reference Number: 57441	Thomas Fitzgibbons		
Invoice - 9/29/2023 1:18:45 PM	9/15/2023	\$720.00	Animal Control
Reference Number: 57442	Uline		
168262702	9/11/2023	\$629.04	Floor Mats
Reference Number: 57443	Umpqua Bank		
Invoice - 9/29/2023 1:20:08 PM	9/14/2023	\$2,808.93	Credit Card
Reference Number: 57444	Vision Municipal Solutions LLC		
09-13329	9/29/2023	\$950.00	vision 2023 Client Conference
Reference Number: 57445	WA ST Dept Nat Resources		
18022829	9/26/2023	\$473.31	Tools
Reference Number: 901663	HSA Bank Employee Plan Funding		
W486767	9/5/2023	\$13.50	Service Fee
Reference Number: 901664	Invoice Cloud		
359-2023_8	8/31/2023	\$290.40	Billar Portal Access Fee
Reference Number: 901665	PAYA		
Invoice - 9/13/2023 6:38:07 PM	9/5/2023	\$1,642.17	August Credit Card Sales
Reference Number: 901666	WA St Dept of Revenue		
Invoice - 9/14/2023 3:53:21 PM	9/14/2023	\$7,878.86	August Excise Tax
Reference Number: 901669	HSA Bank Employee Plan Funding		
Invoice - 9/14/2023 11:26:40 AM	9/14/2023	\$11,291.60	HSA Plan Funding



Register

Number	Name	Fiscal Description	Cleared	Amount
57403	Johnston, Steve	2023 - Sept 2023 - 2nd Council Sept 2023		\$45.40
57404	American Family Life	2023 - Sept 2023 - 2nd Council Sept 2023		\$420.15
57405	Deferred Comp Program	2023 - Sept 2023 - 2nd Council Sept 2023		\$300.00
57406	Dept of Labor & Industries	2023 - Sept 2023 - 2nd Council Sept 2023		\$1,773.24
57407	Dept of Retirement	2023 - Sept 2023 - 2nd Council Sept 2023		\$10,018.86
57408	Employment Security - PFML	2023 - Sept 2023 - 2nd Council Sept 2023		\$413.82
57409	Employment Security - WA Cares Fund	2023 - Sept 2023 - 2nd Council Sept 2023		\$340.27
57410	Employment Security Department	2023 - Sept 2023 - 2nd Council Sept 2023		\$140.50
57411	Vimly Benefit Solutions Inc	2023 - Sept 2023 - 2nd Council Sept 2023		\$33,269.86
901668	City of Goldendale	2023 - Sept 2023 - 2nd Council Sept 2023		\$18,260.77
Direct Deposit Run -	Payroll Vendor	2023 - Sept 2023 - 2nd Council Sept 2023		\$49,038.48
9/20/2023				\$114,021.35

AGENDA BILL: H-1

**AGENDA TITLE: DRAFT EPIC AVIATION, LLC AVGAS
PURCHASE AGREEMENT**

DATE: OCTOBER 2, 2023

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

Attached is a boilerplate AvGas Purchase Agreement between EPIC Aviation and the City of Goldendale. Minor modifications to the agreement have been made to better fit the intended terms of the agreement. In addition, the staff has been provided with a copy of the 100LL Avgas prices within 75 miles of Goldendale Airport. Staff will be present to answer questions.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION: Approval

MOTION:

**I MOVE TO AUTHORIZE THE MAYOR TO MOVE TO FINAL DRAFT AND TO SIGN
THE EPIC AVIATION, LLC, AND CITY OF GOLDENDALE AVGAS PURCHASE
AGREEMENT.**

FUEL PURCHASE AGREEMENT

Summary of Terms

A. PURCHASER: City of Goldendale, a political subdivision of the State of Washington
Goldendale Municipal Airport (S20) (the "Airport")
1103 S. Columbus
Goldendale, WA, 98620

SELLER: EPIC Aviation, LLC
222 W. Las Colinas Blvd. Ste 1425N
Irving, TX 75039

B. TYPE OF FUEL ("Fuel"):

☐
☒

~~Jet A Turbine Fuel meeting ASTM D 1655 latest revision ("Jet A")~~

100LL Aviation Gasoline meeting ASTM D 910 latest revision ("AvGas")

C. PRODUCT QUANTITY: Seller agrees to sell to Purchaser, and Purchaser agrees to purchase exclusively from Seller, all of Purchaser's requirements for Fuel during the Term of this Fuel Purchase Agreement ("Agreement"). Purchaser's projected requirements for Fuel purchases during the Initial Term are set forth on Attachment A to this Agreement.

D. PRICE:

~~1. **Jet A:** Seller's delivered price on date of lifting, which Seller shall establish from time to time, in its discretion, based on market conditions or other information deemed pertinent by Seller, plus: (a) all applicable Taxes (as defined in Section 6 of the Terms and Conditions), fees or other charges of whatever kind or nature, levied or imposed by any third party, whether directly or indirectly, on Fuel furnished to Purchaser; and (b) fuel additive charges, applicable fees and surcharges. Seller may adjust pricing upon notice to Purchaser. Notwithstanding the foregoing, pricing changes due to an increase in cost caused by official government action, including, without limitation, the action of any governmental authority, regulatory body, governmental agency or the like, whether domestic or foreign, shall be effective from the date of the increase in cost, regardless of whether notice has been provided to Purchaser.~~

2. AvGas: Seller's delivered price on date of lifting, which Seller shall establish from time to time, in its discretion, based on market conditions or other information deemed pertinent by Seller, plus: (a) all applicable Taxes (as defined in Section 6 of the Terms and Conditions), fees or other charges levied or imposed, whether directly or indirectly, on Fuel furnished to Purchaser; and (b) fuel additive charges, applicable fees and surcharges. Seller may adjust pricing upon notice to Purchaser. Notwithstanding the foregoing, pricing changes due to an increase in cost caused by official government action, including, without limitation, the action of any governmental authority, regulatory body, governmental agency or the like, whether domestic or foreign, shall be effective from the date of the increase in cost, regardless of whether notice has been provided to Purchaser.

E. DELIVERY: Unless Purchaser or its agents obtain Fuel from the terminal, delivery shall be FCA Purchaser's facilities. Seller's liability relating to the Fuel, risk of loss and (subject to Purchaser's payment obligations and security interests held by Seller) title shall pass to Purchaser when Fuel passes the flange between the carrier's delivery line and Purchaser's tank. ~~Unless otherwise agreed in writing, t~~The minimum delivery of Fuel shall be compatible with the Airport's 6,000 gallon tanka full standard transport tanker load (or the maximum allowed by law). Seller reserves the right to impose a surcharge for deliveries of less than a full tanker load. Delivery shall be into tanks designated by Purchaser. Purchaser covenants that designated tanks and containment areas have been inspected and approved by the appropriate regulatory agencies. Purchaser will be responsible for all unloading operations and shall assume responsibility of spillage or contamination of the Fuel after it leaves the end of any properly operating hose provided by Seller's carrier. Fuel quantity shall be in U.S., gallons, measured by the same method (net or gross) utilized in Seller's acquisition of the Fuel. To be valid, any claim by Purchaser concerning the quantity of Fuel delivered must be made within twenty-four (24) hours of delivery. **TIME IS OF THE ESSENCE WITH RESPECT TO SUCH CLAIMS AND NO CLAIM WILL BE EFFECTIVE UNLESS DELIVERED WITHIN THE**

SPECIFIED PERIOD.

F. EFFECTIVE DATE: _____, 2023 (the "Effective Date")

G. TERM: Three (3) years from the Effective Date, subject to the minimum purchase requirements of Section 10 of the Terms and Conditions.

H. PAYMENT TERMS: Net ten (10) days EFT, as modified from time to time by Seller in accordance with Section 5 of the Terms and Conditions.

I. NOTICES:

If to Seller:

Address: EPIC Aviation, LLC
222 W. Colinas Blvd.
Suite 1425 N
Irving, Texas 75029
Attention: Chief Financial Officer
Phone: 866-501-3742
E-mail: legal@epicfuels.com

If to Purchaser:

Address: City of Goldendale
1103 S. Columbus
Goldendale, WA 98620
Attention: City Administrator
Phone: 509-773-3771
E-mail: pmunyan@ci.goldendale.wa.us

K. ADDITIONAL PROVISIONS: The Terms and Conditions beginning on Page 3 of this Agreement are incorporated by reference. In the event of any conflict between any term contained in this Agreement and the Terms and Conditions, the provisions of the Terms and Conditions shall control. The following attachments are incorporated into this Agreement.

- Attachment A: Projected Fuel Requirements
- Attachment B: Credit Card Processing Agreement

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement to be effective as of the Effective Date.

EPIC Aviation, LLC
("Seller")

City of Goldendale
("Purchaser")

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Printed)

Name: _____
(Printed)

Its: _____
(Title)

Its: _____
(Title)

Date: _____

Date: _____

Fuel Purchase Agreement

TERMS AND CONDITIONS

The following Terms and Conditions constitute the general terms and conditions governing the transactions contemplated in the preceding Summary of Terms. Any conflicting term or condition on the part of Purchaser shall be deemed superseded and replaced by these Terms and Conditions as a condition of sale. Any additional or subsequent term or condition of Purchaser shall not be binding on Seller, and all such conditions are hereby expressly rejected, unless specifically agreed to in a writing signed by an officer of Seller.

1. Use of Brand Names. Purchaser shall sell the Fuel and any other products purchased hereunder ("Branded Products") only under the brand names and/or trademarks owned or licensed from time to time by Seller ("Brand Names") and shall have the right to display the Brand Names, but only for the purpose of properly identifying and advertising Branded Products handled by Purchaser and in a manner and in forms satisfactory to Seller in Seller's sole judgment. Purchaser must receive prior written approval from Seller before installing anything that includes the Brand Names at any location. Purchaser shall not sell products other than the Branded Products under the Brand Names. Any use of the Brand Names other than as expressly authorized by this Agreement is prohibited. Seller has the right to change the Brand Names under which it sells Branded Products. In the event Seller no longer has the right to sell or to authorize Purchaser to sell Branded Products under its current Brand Names, or Seller elects to change the Brand Names under which it sells Branded Products, this Agreement shall continue and Purchaser shall, upon instruction from Seller, remove or replace any such display or identification and shall use only such Brand Names as may then be authorized by Seller. Purchaser shall be responsible for obtaining all necessary permits and for installation of all signage displaying the Brand Names including (without limitation) all electrical and other connections. If any signage displaying the Brand Names is damaged, lost or destroyed while in Purchaser's use, possession or control, Purchaser agrees to repair, recover or replace such property promptly, at Purchaser's expense. Upon termination or expiration of this Agreement, Purchaser shall, at its expense, de-install and return to Seller all salvageable signage and remove all other items containing the Brand Names.

2. Conduct of Business. Purchaser recognizes that it is in the interest of the parties to this Agreement for Purchaser to conduct its business to reflect favorably on the parties and to promote public acceptance of the Brand Names, Branded Products, and related services. In recognition of such objectives, Purchaser agrees to: (a) maintain all premises, including buildings, rest rooms, driveways, grass, planting areas and storage areas, in good, clean, neat, safe, and healthful condition, with all necessary painting and repairs being made thereto; (b) equip aviation retail outlets to provide services comparable with competitive outlets; (c) keep all equipment neat, clean, and in good repair; (d) properly identify equipment used to dispense the Branded Products with decals that may be required by applicable laws, rules, and regulations; (e) where required according to Seller's specifications, keep any signs, logos, and other identification using the Brand Names clean, in good repair, and painted; (f) ensure that all employees at Purchaser's aviation retail outlets at all times present a good personal appearance; observe clean, neat and safe working habits, and render prompt, courteous, and honest treatment to customers; and (g) comply with other directives from Seller that are reasonably necessary to promote Seller's brand.

3. Seller Cards, Programs, Contract Fuel and Transaction Processing. Purchaser shall accept and promote all of Seller's issued or supported credit or payment cards and shall participate in and promote all of Seller's incentive, rewards or marketing programs. In the event Purchaser engages in contract fuel sales, it shall exclusively use Seller's contract fuel program for contract-fuel transactions. Purchaser shall use Seller's software, platforms, payment portals and Seller's approved network of vendors to process all fuel transactions, including without limitation: buyback, reseller and contract fuel transactions, retail credit card or fuel card transactions, and all other fuel transactions involving third-party payment mechanisms or vendors.

4. Compliance with Laws and Operating Guidelines. Purchaser shall comply with industry standards and all applicable laws, ordinances, regulations, judicial and administrative orders, and other legal requirements of all government authorities (whether federal, state, municipal, or other) pertaining to this Agreement, and the purchase, loading, storage, transportation, handling, dispensing and sale of petroleum products. Purchaser shall maintain the quality of the Branded Products and strictly comply with all guidelines pertaining to the receipt, storage, handling and dispensing of aviation fuel set forth in Seller's "Manual of Operational Guidelines and Best Practices," as updated from time to time by Seller, a copy of which Purchaser acknowledges having received. Purchaser shall exercise extreme caution in the receipt, storing, handling, and dispensing of aviation fuels, including daily inspection of all storage and dispensing equipment to prevent or

eliminate contamination in any form. Purchaser shall ensure and provide documentation that all personnel involved in the handling of fuels and fueling of aircraft are properly trained in all aspects of aviation fuel handling, including misfueling prevention. Seller may audit Purchaser's fuel quality control documentation and the training records of line service personnel from time to time in its reasonable discretion. Purchaser shall notify Seller in writing within twenty-four (24) hours of any misfueling event occurring at Purchaser's business location, regardless whether Purchaser or its agents caused such event. In the event of a fuel spill, Purchaser shall take immediate action to clean up the spill and prevent further damage. Adulteration, commingling, mislabeling or misbranding of aviation fuel is absolutely prohibited. Purchaser represents and warrants that all Fuel and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use.

5. Invoices; Modification of Payment Terms; Late Payments. Seller shall deliver an invoice to Purchaser, by electronic mail or such other means as Seller may adopt or approve from time to time, for each Fuel load purchased under this Agreement. Purchaser shall give Seller written notice of any error or discrepancy appearing on any invoice before payment is due to Seller. Purchaser shall pay all invoiced amounts to Seller via electronic funds transfer initiated by Seller. The payment terms set forth in Section H of the Summary of Terms may be modified by Seller from time to time in Seller's reasonable discretion based on Purchaser's payment history, credit rating, market conditions or other pertinent information. Purchaser and Seller shall be responsible for their respective banking charges. Notwithstanding any disputes regarding quality, quantity or any other matter, Purchaser waives any right of set-off or adjustment against payments due to Seller under this Agreement. Purchaser shall initially pay the full amount due under any invoice and any disputes shall be resolved between Purchaser and Seller after such payment has been made. Thereafter, any refund due to Purchaser shall be paid by Seller. Without limiting the generality of the foregoing, in no event shall Purchaser have the right to withhold payment of any undisputed amounts or fees. If Purchaser fails to pay any amounts payable hereunder when due, then Seller shall have the right in its sole discretion to (a) impose a late payment penalty of up to eighteen percent (18%) on the entire amount of the unpaid balance; and/or (b) charge interest on the unpaid balance at the lesser of (i) eighteen percent (18%) or (ii) the maximum rate permitted by law, prorated daily based on a 360-day year. Any waiver by Seller of late penalties or interest charges on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges in connection with other or subsequent invoices. Seller reserves the right to apply Purchaser's payments to any outstanding invoices or obligations of Purchaser, as determined by Seller in its sole discretion, without regard to the aging of any account.

6. Taxes and Other Charges. Purchaser shall pay all domestic and foreign taxes, assessments, fees, duties, tariffs, impositions and/or other charges, of whatever kind or nature, whether known or unknown, now or hereafter existing or imposed by any governmental or quasi-governmental or airport authority or any public or private party, directly or indirectly, on the goods and services sold pursuant to this Agreement, including but not limited to taxes, assessments, fees, duties, impositions and/or other charges, of whatever kind or nature, imposed based upon the production, manufacture, delivery, sale, importation, inspection, storage, handling, use, consumption, resale, exportation or importation of the Fuel or any component thereof, or any feature of service related thereto, and excepting only taxes imposed upon Seller based upon its net income or revenues (collectively, "Taxes"). Seller shall collect and remit all applicable federal and states Taxes as required by law. Purchaser shall collect and pay all local, municipal, or county Taxes, and/or flowage fees, if any, and Seller shall have no responsibility for the collection and remittance of such Taxes or fees. If Purchaser is entitled to purchase products free of any Tax, Purchaser shall furnish to Seller valid exemption certificates relating to those Taxes. Purchaser acknowledges and agrees that it remains solely and exclusively responsible for all Taxes and will indemnify Seller against any liability for such Taxes, regardless of whether such Taxes are included in Seller's invoice to Purchaser. Purchaser's indemnity obligation shall extend to Taxes that are imposed or assessable due to any change or reinterpretation of the laws, rules or policies relating to such Taxes, or any exemptions from such Taxes, and to any Taxes for which an exemption had been claimed but which are subsequently imposed or deemed applicable based upon the rejection of the claimed exemption by any federal, state or local governmental agency or airport authority.

7. Insurance. Purchaser shall maintain at its sole cost, at all times during the term of this Agreement, the insurance coverage and minimum policy limits set forth below, with insurance carriers reasonably satisfactory to Seller:

- A commercial liability policy with products liability, bodily injury and property damage liability of not less than \$1,000,000 per occurrence.
- Automobile liability for owned, hired, and non-owned automotive equipment with a limit of liability of not less than \$1,000,000 per occurrence.

Purchaser shall name Seller as an additional insured on such policies, which shall also provide Seller with at least thirty (30) days' notice prior to any cancellation. Purchaser shall provide Seller with a certificate of insurance at the time of the signing of this Agreement and ensure an updated copy is sent to Seller upon renewal. These certificates shall be sent to the Seller's address with Attn: Insurance Coordinator.

8. Indemnity and Limitation of Liability. Purchaser shall indemnify, defend, and hold harmless Seller, any entity controlled by or under common control with Seller, and their respective directors, officers, agents, and employees, from and against all expense (including attorneys' fees), liability, and claims of whatsoever kind and nature including but not limited to those for damage to property (including Purchaser's property) or injury to or death of persons (including Purchaser), directly or indirectly resulting, or alleged to have resulted, from anything occurring from any cause on or about Purchaser's business operation or location, or in conjunction with the receipt, sale, transfer, storage, handling, dispensing or use of the Fuel or other Branded Products or the maintenance, upkeep, repair, replacement, operation, or use of any premises or equipment owned and/or operated by Purchaser, or anything located thereon. **IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND, HOWEVER CAUSED, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.**

9. Limited Warranty, Inspection and Disclaimer. Seller warrants that Fuel sold under this Agreement will meet the specification set forth in Section B of the Summary of Terms. Purchaser shall have the right and obligation, pursuant to industry standards and at its own expense, to inspect or test, at the time of Fuel delivery, any Fuel purchased pursuant this Agreement prior to accepting delivery of such Fuel. If any Fuel does not conform to the specifications set forth in the attached Summary of Terms, Purchaser shall have the right, by written notice to Seller, to either reject such Fuel or require its correction. Fuel that does not conform to applicable specifications shall be corrected or removed at the expense of Seller after receiving written notice of non-conformity; provided that Seller is first given the opportunity to inspect the Fuel and investigate the non-conformity. If Purchaser restricts Seller from conducting an inspection and investigation, or if after investigation it is determined that such Fuel has been altered, combined with other products, stored or used in violation of applicable industry standards, or otherwise made non-conforming by Purchaser or its agents, removal and replacement of Fuel shall be at Purchaser's sole expense. **CLAIMS OF NON-CONFORMITY FOR QUALITY OR OTHERWISE MUST BE MADE WITHIN FORTY-EIGHT (48) HOURS AFTER DELIVERY. TIME IS OF THE ESSENCE WITH RESPECT TO SUCH CLAIMS AND NO CLAIM WILL BE EFFECTIVE UNLESS DELIVERED WITHIN THE SPECIFIED PERIOD.**

EXCEPT AS EXPRESSLY STATED IN THIS SECTION 9, SELLER MAKES NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR THE PARTICULAR PURPOSE OR OTHER IMPLIED WARRANTIES OF ANY NATURE WHATSOEVER.

10. Term and Renewal. This Agreement shall commence on the Effective Date and shall continue for the term set forth in Section G of the Summary of Terms ("Initial Term"). Purchaser estimates its total requirements for Fuel during the Initial Term will be 13,000 gallons ("Minimum Volume"). If Purchaser fails to purchase the Minimum Volume prior to the expiration of the Initial Term, the Initial Term shall be automatically extended until such time as Purchaser has purchased the Minimum Volume from Seller. After the expiration of the Initial Term, this Agreement may be renewed at the sole discretion of the Airport for an additional~~shall be automatically renewed for subsequent periods of~~ one (1) year ~~each~~ unless either party gives written notice to the other of its intent to terminate at the end of the then-current term at least ninety (90) days and no more than one hundred twenty (120) days prior to the end of the then-current term (each, a "Renewal Term"). The Initial Term and any subsequent Renewal Terms shall be collectively referred to as the "Term."

11. Liquidated Damages. Purchaser has received discounted pricing based on its agreement to purchase the Minimum Volume. The parties acknowledge that if Purchaser discontinues purchasing Fuel from Seller under this Agreement for any reason (whether voluntarily, involuntarily or by operation of law), other than as a result of Seller's material breach of this Agreement ("Discontinuance"), Seller will incur substantial economic damages and losses of the type and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by Seller of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such Discontinuance, Purchaser agrees that liquidated damages may be assessed and recovered by Seller against Purchaser upon the occurrence of a Discontinuance, without the Seller being required to present any evidence of the amount or character of actual damages sustained by reason thereof. To that end, Seller and Purchaser agree that Purchaser shall pay Seller liquidated damages, as calculated below, if Purchaser fails to purchase at least the Minimum Volume as a result of a Discontinuance. Liquidated damages shall be equal to \$ 0.18 per gallon, multiplied by the difference between the

Minimum Volume and the number of gallons of Fuel actually purchased by Purchaser at the time of the Discontinuance. Such liquidated damages are intended to represent estimated actual damages, including the recovery of discounts provided, lost earnings and administrative costs and are not intended as a penalty, and Purchaser shall pay them to Seller without limiting Seller's right to terminate this Agreement for default as provided elsewhere herein. Liquidated damages shall be due and payable within ten (10) days of Seller's written demand.

12. Reimbursement of Costs Upon Discontinuance. Purchaser acknowledges and agrees that Seller may incur expenses or make investments for the benefit of Purchaser during the term (or upon the termination) of this Agreement, including without limitation, expenses or investments relating to: the installation or removal of signage or credit card equipment; the provision of general or specialized training; the provision of marketing credits or assistance; or the provision of managerial or operational assistance (collectively "**Seller's Costs**"). In the event of a Discontinuance (as defined in Section 11) before the expiration of its then current term (the "**Current Term**"), Purchaser shall, within ten (10) days of Seller's written demand, repay Seller a proportional share of any and all of Seller's Costs incurred or expended during the Current Term, based on the time remaining in the Current Term at the time of Discontinuance. For example, if Seller's Costs during a Current Term were \$10,000.00, the Current Term was for five years, and Purchaser discontinued purchasing Fuel on the last day of the third year, Purchaser would be obligated to repay Seller \$4,000.00.

13. Breach and Termination. In the event Purchaser breaches its payment obligations under this Agreement or commits a breach of its duties or obligations under this Agreement in a manner that impacts, or threatens to impact, human health, safety, the environment, Seller's reputation or Seller's long-term business interests, Seller may immediately take one or more of the actions set forth below in subsections (a) through (d); namely:

(a) Seller may declare all amounts owed to it by Purchaser, or that will be owed to it by Purchaser after or by virtue of the termination of this Agreement, immediately due and payable and, in addition to the exercise of any of its other rights available under this Agreement or otherwise, may suspend its performance under or terminate this Agreement immediately, without giving Purchaser notice or an opportunity to cure.

(b) Seller or its agents may enter into any of Purchaser's facilities without prior notice or legal process and repossess any personal property of whatever type or description: (i) owned by Seller or in which Seller maintains a security interest; or (ii) leased by Seller or its agents to Purchaser, regardless of whether such property is subject to a separate lease agreement. In the event a lease agreement pertaining to such property, whether executed previously or subsequent to the Effective Date of this Agreement, the parties do not intend the terms of such lease agreement to supersede the terms of this Section 13 and any such agreement shall automatically terminate upon termination of this Agreement or the repossession of the subject property by Seller as allowed by this Section 13. Any Fuel on board repossessed property shall become the property of Seller but will be credited against any amounts owed to Seller by Purchaser at the market price on the day of repossession, provided, and only to the extent, that such Fuel meets the specifications set forth on page one of this Agreement. Purchaser shall use its best efforts to assist Seller in completing the foregoing repossession. Seller's actions in aid of repossession shall not preclude Seller from pursuing any other remedies provided by law or this Agreement and shall not operate as a waiver of any amounts due or owing from Purchaser to Seller or any damages to which Seller may be entitled under this Agreement or otherwise.

(c) Seller may apply, as an offset against amounts owed to it by Purchaser, any amount Seller either then or thereafter may owe to: (i) Purchaser; (ii) any affiliate or other entity that owns, is owned by, or is under common ownership with Purchaser; or (iii) any guarantor of Purchaser's payment obligations under this Agreement. Purchaser represents and warrants that it is authorized to make the commitment set forth in this Section 13(c).

(d) Seller may pursue any other available form of legal recourse, or pursue any other remedy allowed by law, this Agreement, or any other agreement between Purchaser and Seller or any subsidiary or affiliate of Seller, including but not limited to applying the proceeds of Purchaser's credit card vouchers as a set off against Purchaser's account in the form of a credit memo, reducing the amount owed by Purchaser to Seller, as authorized by that certain Card Processing Agreement between Purchaser and EPIC Card Services, LLC.

Except as set forth above, upon the occurrence of a breach of this Agreement the non-breaching party shall give written notice to the breaching party describing the breach. Upon receipt of such notice the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within this thirty (30) day period, the non-breaching party may terminate this Agreement. Except as otherwise expressly provided in this Agreement, no remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative. The exercise of a party's right to terminate this

Agreement pursuant to this Section 13, or to seek any other remedy provided by law or this Agreement, shall not be deemed an election of remedies and shall be without prejudice to any right to seek any other remedy provided by this Agreement or afforded by law.

14. Security Interest. These terms and conditions, in particular, the terms and conditions as set forth in this Section 14, constitute a security agreement under the Uniform Commercial Code or similar code of a foreign country. Purchaser, in order to secure payment for amounts due from Purchaser to Seller and in consideration of any credit terms extended to Purchaser (including, without limitation, any future advances by Seller to Purchaser), hereby grants Seller a first-priority security interest in all product and services until such time as all amounts due from Purchaser to Seller are paid in full ("**Collateral**"). Purchaser agrees that from time to time, at the expense of Purchaser, Purchaser will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Seller may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Seller to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Moreover, Purchaser hereby authorizes Seller to file one or more financing or continuation or similar statements, and amendments thereto, relative to all or any part of the Collateral without the further signature or consent of Purchaser to perfect Seller's security interest provided herein, where permitted by law. This security agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment in full of all amounts due under from Purchaser to Seller, (b) be binding upon Purchaser, its successors and assigns, and (c) inure to the benefit of Seller and its successors, transferees and assigns. In the event Purchaser fails to make full payment when due, Purchaser acknowledges and agrees that Seller (or any affiliated company) may, in addition to all other rights and remedies, invoke any and all statutory or equitable lien rights or those of any participating aviation merchants in connection with the enforcement of Seller's right to payment under this Agreement, and hereby authorizes Seller to file a lien for the unpaid charges, plus late fees at 12% APR, aircraft title search fees, filing fees, collection costs and attorney fees, against any aircraft for which charges were incurred and made to Purchaser's Seller account. Purchaser represents and warrants that Purchaser either owns the aircraft for which goods and services are purchased or is lawfully possessed of the aircraft with the owner's express consent to purchase goods and services for the aircraft from or on credit provided by Seller. Purchaser agrees to indemnify and hold Seller harmless from and against any and all claims arising out of Seller's filing or enforcement of a UCC financing or continuation or similar statement and/or a lien against the aircraft.

In recognition of the international and mobile nature of aviation and aircraft, and the necessity for legal certainty, predictability and convenience, and to avoid filing liens in multiple jurisdictions, any lien filed by Seller shall be based, at Seller's sole discretion, either upon the aircraft lien statute of the State of Texas (Texas Property Code § 70.301 et al), or the applicable aircraft lien statute of the foreign country in which the aircraft is registered, regardless of where (i) the Purchaser resides or does business, (ii) the aircraft owner resides or does business, (iii) the aircraft was at the time such charges were incurred, (iv) the aircraft is registered, or (v) jurisdiction may otherwise be proper. Any aircraft lien may also be filed at the International Registry, pursuant to the Convention on International Interests in Mobile Equipment, if applicable. Purchaser will be liable to Seller for all costs and expenses of lien preparation and filing, collection and litigation including, but not limited to, late charges, attorney fees, court and discovery costs and/or other costs incurred by Seller in enforcing or defending its rights hereunder. If the debt thereafter remains unpaid, Seller may institute an action against the Purchaser (and/or the aircraft owner) to foreclose the lien and to collect the debt. Notwithstanding Section 21.1 below, Purchaser agrees that venue for enforcement any lien or action predicated upon such lien or financing statement, shall be in the state courts of Harris County, Texas, USA, regardless of the amount in controversy and excluding any conflict-of-laws rule or principle that might refer the governance or the construction of these terms to the law of another jurisdiction. Purchaser's use of its Seller credit account indicates Purchaser's acceptance of these terms and conditions (as may be modified from time-to-time), and waiver of all objections to the foregoing choice of law or forum. Service of process by certified mail, return receipt requested, postage prepaid and mailed to Purchaser at the address on the application shall be sufficient to confer jurisdiction regardless of where Purchaser is geographically located or do business.

15. Confidentiality. "**Confidential Information**" means all written or oral information that either party to this Agreement (each a "**Disclosing Party**") designates as confidential to the party that receives such information (each a "**Receiving Party**") or that, based on the nature of the information or circumstances surrounding its disclosure by or on behalf of Disclosing Party, Receiving Party should in good faith treat as confidential. Confidential Information includes but is not limited to pricing, proposals, and the terms of this Agreement. Receiving Party will not use any Confidential Information except in furtherance of the parties' agreed business relationship. Receiving Party will not disclose, give access to, or distribute any Confidential Information to any third party, except upon Disclosing Party's prior written authorization.

Seller's subsidiaries, parent and other affiliated companies shall not be considered third parties for purposes of this Section 15. Notwithstanding the foregoing, Seller may disclose Confidential Information of Purchaser to the extent permitted under Seller's Privacy Policy, as posted on the epicfuels.com website, as part of the Terms of Use. Seller's Privacy Policy is incorporated herein by reference and made a part of this Agreement. Receiving Party will take reasonable security precautions to keep Confidential Information confidential, including precautions that are at least as protective as the precautions Receiving Party takes to preserve its own Confidential Information of a similar nature. In the event any Confidential Information becomes relevant or discoverable in any lawsuit to which Purchaser or Seller is a party, the Receiving Party shall use its best efforts to ensure that such Confidential Information is protected by the terms of a court authorized protective order prohibiting disclosure to third parties to the fullest extent possible.

16. Dispute Resolution. With the exception of Purchaser's breach of its payment obligations under this Agreement or Purchaser's breach of its duties or obligations under this Agreement in a manner that impacts, or threatens to impact, human health, safety, the environment, Seller's reputation, or Seller's long-term business interests, any dispute that arises under this Agreement shall be submitted to a senior officer of each party (or his or her designee) having the authority to negotiate the resolution of such dispute. Such persons shall attempt in good faith to resolve the dispute in good faith before either party may initiate legal action concerning the subject matter of the dispute.

17. Force Majeure. Failure of either party to perform as required under this Agreement, directly or indirectly caused by casualty, acts of God, strikes or labor disturbances, lack of supply, act of government authority (local, state, federal or foreign), compliance with requests, regulations or orders of any government authority, shortage of product, commercially unreasonable supply terms, transportation delays, acts of public enemies, insurrection, war, sabotage, acts of third parties, defaults, negligence of others or any other event, act or occurrence not the fault of the parties, shall be excused and the parties shall not be liable for damages or otherwise held to account therefore. If, due to the occurrence of any Force Majeure event, Seller is unable to supply the total demands for Fuel or services, Seller shall have the right, in its sole discretion, to allocate its available supply among its customers, departments and divisions in a fair and equitable manner. Nothing contained herein shall excuse the obligation to make payments due for goods delivered.

18. Additional FBO; Exclusive Fuel at Airport. If Purchaser, or any entity controlled by or in common control with Purchaser, operates any other facility at the Airport that sells Fuel (an "Additional FBO") during the term of this Agreement, Purchaser shall (or shall cause such other entity to) enter into a new Fuel Purchase Agreement with Seller on the same terms and for the same duration as this Agreement, pursuant to which the Additional FBO agrees to purchase all of its requirements for Fuel exclusively from Seller. During the Term of this Agreement, neither Purchaser, nor any entity controlled by or in common control with Purchaser, shall perform or contract to perform fueling services (or any activities relating thereto) at the Airport using aviation fuel other than Fuel purchased under this Agreement from Seller. Purchaser represents and warrants that it is authorized to make the commitments set forth in this Section 18.

19. Carriers and Third-Party Vendors. Fuel provided under this Agreement shall be delivered by independent common carriers and certain services performed in connection with this agreement may be provided by independent third-party vendors. Such carriers and third-party vendors are independent contractors. Seller shall coordinate and make any arrangement for Fuel or services with such independent contractors, but Seller does not undertake any obligation to supervise such independent contractors' operations or investigate such independent contractors. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY ACT OR OMISSION OF AGENTS, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS OF SELLER.**

20. Limitation on Claims. No action shall be brought against Seller by Purchaser arising out of any purchase of Fuel or services under this Agreement more than one (1) years from the date of delivery of such Fuel or services.

21. General Provisions.

21.1 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined in accordance with the local law of the State of Texas, excluding any conflicts of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any suit or action arising out of or relating to this Agreement shall be litigated in the state or federal courts serving Dallas County, Texas. The parties hereby submit to the jurisdiction of such courts, expressly waive any objection or challenge to such jurisdiction, and agree not to claim that the state or federal courts serving Dallas County, Texas are inconvenient forums. Upon demand, Purchaser shall immediately reimburse Seller for all amounts (including reasonable attorneys' fees and legal expenses) expended by Seller, to the extent permitted by applicable law, in

the enforcement or defense of any obligation or the exercise of any right or remedy described in this Agreement. Reimbursement shall include costs incurred in any legal action, arbitration, mediation, or other proceeding, both at trial and on any appeal therefrom or petition for review thereof. If a court construes this provision to award attorneys' fees and costs to the prevailing party, then the term "prevailing party" shall mean the party prevailing on issues related to this Agreement only.

21.2 Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SELLER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF.

21.3 Relationship of Parties. This Agreement is a sales contract. Neither Purchaser nor Purchaser's employees are joint venturers, partners, agents, or employees of Seller. Neither Seller nor Purchaser is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving Seller any right to exercise any control over Purchaser's operations or over the manner and method by which Purchaser conducts its operations. Neither party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other party or otherwise to take any actions on behalf of the other party. Seller and Purchaser each recognize and acknowledge that: (a) it is acting as a principal; (b) the other party is not acting as a fiduciary or financial or investment advisor for it; (c) it is not relying upon any representations (whether written or oral) of the other party other than the representations expressly set forth herein; (d) it has not been given by the other party (directly or indirectly through any other person) any advice, counsel, assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) any transaction between the parties; (e) it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it has deemed necessary, and it has made its own business decisions based upon its own judgment and upon any advice from advisors as it has deemed necessary, and not upon any view expressed by the other party; (f) its decisions have been the result of arm's length negotiations between the parties; and (g) each have a full understanding of all of the risks associated with the transactions entered into between the parties (economic and otherwise), and it is capable of assuming and willing to assume those risks.

21.4 Assignment; Transfer of Assets. Purchaser shall not sell or assign any right, interest, or obligation under this Agreement without prior written consent of Seller. A change of ownership or control in Purchaser shall be construed as an assignment. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates. Purchaser shall not sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its assets (collectively a "Transfer") without first: (a) providing Seller written notice identifying the prospective transferee and describing the terms of the contemplated Transfer at least 120 days in advance of the closing of the Transfer; and (b) performing all of its obligations under this Agreement or any other agreement between the parties, including but not limited to the payment of any and all amounts owed by Purchaser to Seller and, in the event this Agreement is not assigned to a transferee approved by Seller in connection with the Transfer, any and all amounts that will become owed by Purchaser to Seller after or by virtue of a Discontinuance, whether such amounts are then due and payable or will become due and payable at some future date. At Seller's option, Seller shall be paid any and all amounts owed by Purchaser to Seller, or any and all amounts that will become owed by Purchaser to Seller after or by virtue of a Discontinuance, directly from the transferee at or before the closing of any Transfer.

21.5 Waiver. The waiver by either party of the breach of any provision hereof by the other party shall not be deemed to be a waiver of the breach of any other provision or provisions hereof or of any subsequent or continuing breach of such provision or provisions.

21.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to that subject matter. This Agreement may only be amended by a written instrument signed by both parties.

21.7 Severability. The provisions of the Agreement are severable and the invalidity of any provision in the Agreement shall not affect all other provisions, which will remain valid and binding. In the event any provision of this Agreement is or becomes invalid, the invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.

21.8 Copyrights and Trademarks. Purchaser shall not, without the prior written consent of Seller, use the name or any trade name or registered trademark of Seller or any of its affiliates in any format except as necessary to perform its obligations hereunder. Seller may use Purchaser's name in marketing materials.

21.9 Survival. Purchaser's indemnity obligations and each other provision of this Agreement that expressly or by its nature, provides for rights, obligations or remedies that extend beyond the termination or expiration of this Agreement, will survive and continue in full force and effect after this Agreement is terminated or expires.

21.10 Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "includes or including without limitation." The term "and/or" means each and all of the persons, entities, words, provisions or items connected by that term; i.e., it has a joint and several meaning. The word "will" is a synonym for the word "shall."

21.11 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Electronic signatures or emailed versions of executed copies of this Agreement, whether in pdf format or otherwise, shall be fully binding and effective for all purposes and treated the same as original copies and signatures.

Attachment A**PROJECTED FUEL REQUIREMENTS**

Purchaser estimates that its requirements for Fuel during the Initial Term are as follows (all quantities in thousands of gallons):

JET FUEL

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
2023													
2024													
2025													
2026													
2027													
2028													

AVGAS

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
2023										<u>0</u>	<u>3</u>	<u>0</u>	<u>3</u>
2024	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>8</u>
2025	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>8</u>
2026	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>8</u>
2027	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>-</u>	<u>-</u>	<u>5</u>
2028	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

Purchaser represents and warrants that the quantities listed above are its best estimates of its requirements for Fuel during the Initial Term, and that Seller will rely on such projections to plan for adequate supply of Fuel for Purchaser and Seller's other customers. Purchaser and Seller may mutually agree to increase volumes for any year in the term. If, at any time during the term of this Agreement, Purchaser expects its Fuel requirements to be greater than the estimates set forth above, Purchaser shall give Seller thirty (30) days advance written notice of its request to increase the quantities listed above to reflect its revised projected annual requirements. Seller shall attempt to accommodate any request by Purchaser to increase the volume of its Fuel purchases; provided, however, that Seller cannot guaranty to accommodate any request by Purchaser to increase its fuel quantity by more than 20% in any given month.

If, during any twelve-month period in the Initial Term (or any extended Term) of this Agreement Purchaser fails to purchase at least eighty percent (80%) of its estimated requirements of Fuel set forth above, Seller may, at its option, adjust pricing to account for, offset and recover any and all financial concessions, subsidies or other benefits provided to Purchaser by Seller in connection with this Agreement.

EPIC Aviation, LLC ("Seller")

City of Goldendale ("Purchaser")

_____(Initial)

_____(Initial)

Attachment B

CARD PROCESSING AGREEMENT

This Card Processing Agreement ("**Agreement**") is made as of the ____ day of _____, 2023, by and among **EPIC Card Services, LLC, ("ECS")** with an office at 3871 Fairview Industrial Drive SE, Suite 100, Salem, Oregon, 97302, and _____ whose principal place of business is at _____ ("**Merchant**").

WHEREAS, Merchant is the owner and operator of certain facilities located at _____ ("**the Airport**"); and

WHEREAS, Merchant wishes to use ECS's payment card processing system and services (the "**ECS Processing System**") to facilitate its acceptance of EPIC payment cards (the "**Cards**") and operate ECS's payment card point of sale equipment described below ("**PoS Equipment**") in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, ECS has an agreement with an acquiring bank ("**Acquiring Bank**") that provides settlement services with respect to certain payment card transactions processed by ECS.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other consideration, the receipt and adequacy of which are hereby acknowledged, Merchant and ECS agree as follows:

- 1. Term and Termination.** This Agreement shall be effective and binding on the parties hereto as of the day and year first written above and shall continue for so long as the Fuel Purchase Agreement dated _____ by and between Merchant and EPIC Aviation, LLC (the "**Fuel Purchase Agreement**") remains in effect. This Agreement shall expire upon expiration or termination of the Fuel Purchase Agreement unless this Agreement is earlier terminated in accordance with the terms hereof or the parties hereto agree otherwise in writing.
- 2. Authorization to Honor Cards.** ECS grants to Merchant the privilege of accessing the ECS Processing System for the acceptance of Cards and Merchant agrees to process all payment card and contract fuel transactions at the Airport through the ECS payment processing network. Merchant represents, warrants and covenants to ECS that (a) all Card transactions processed by Merchant shall have been originated by Merchant from a bona fide transaction for the sale of goods or services by Merchant to the customers properly presenting Cards for use in payment therefore, (b) the indebtedness represented by the information has not been pledged as collateral by or on behalf of Merchant, and (c) Merchant has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject indebtedness is impaired in any way.
- 3. Terms, Conditions and Requirements.** In transactions involving Cards, Merchant agrees to comply with (the following referred to collectively as the "**Requirements**"): (a) all card acceptance policies, procedures, and operating instructions established by applicable card issuers; (b) the policies, procedures, and operating rules, regulations and instructions established by applicable payment card networks for Cards accepted by Merchant under this Agreement, as updated, modified, or amended from time to time (the "**Payment Network Rules**"); (c) applicable legal or regulatory requirements established by local, state, or federal law or agency; (d) the policies, procedures, operating instructions, and any special instructions relative to Card transactions as ECS or Acquiring Bank may establish from time to time, including but not limited to the general policies, procedures, and operating instructions set forth in the Credit Card Manual section of epiccardservices.com (the "**Credit Card Manual**"); and (e) the Card Processing Agreement Terms located at <https://epiccardservices.com/merchantTerms.action>.

The terms and provisions detailed in the Payment Network Rules, the Credit Card Manual and the Card Processing Agreement Terms are hereby incorporated herein by reference and made a part of this Agreement. ECS may amend, add to, or delete portions of the Credit Card Manual from time to time, and unless made impractical by security or other concerns, ECS shall provide prior notice to Merchant of changes in the Credit Card Manual by e-mail, posting on ECS's website, or at ECS's option, by written notice mailed to Merchant.

Merchant understands that its failure to comply with the Credit Card Manual, Payment Network Rules or Card Processing Agreement Terms may result in the applicable payment card networks imposing fees, fines and/or penalties for such noncompliance on Merchant, ECS or ECS's processor or Acquiring Bank, and Merchant agrees that it will be liable for all such fees, fines and/or penalties. Merchant agrees to review the Credit Card Manual section, the Payment Network Rules and the Card Processing Agreement Terms before submitting any Card transactions for processing under this Agreement. Merchant's submission of Card Transactions for processing through ECS shall evidence and ratify Merchant's agreement to be bound by the terms of the Credit Card Manual, the Payment Network Rules and the Card Processing Agreement Terms.

Notices. Any notices given hereunder by either party to the other shall, unless otherwise provided herein, be sufficiently made if sent by United States certified mail, return receipt requested, postage paid, or by email or facsimile, to the address

and/or number set forth below, and shall be deemed to be effective upon its receipt. Unless otherwise specified by not less than fifteen (15) days' prior written notice being given by either party to the other, all communications and notices hereunder shall be sent as follows:

To ECS -

By Mail: EPIC Card Services, LLC
PO Box 12249
Salem, OR 97309

To Merchant -

By Mail: _____

Fax: _____
Email: _____

Entire Agreement. The parties agree that this Agreement, including all attachments hereto, the Requirements, and all other items incorporated by reference herein, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been entered into the day and year first above written.

EPIC Card Services, LLC

XXX

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Printed)

Name: _____
(Printed)

Its: _____
(Title)

Its: _____
(Title)

Date: _____

Date: _____

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Attachment 1

PROCESSING RATES

Current processing charges for all Card Transactions processed through the Epic Processing System and/or the PoS Equipment are according to the following schedule:

Cards Accepted to Process and Processing Charges (check all that apply):

** Per the terms of the Agreement, payment is subject to acceptance and remittance of settlement funds by the Card issuer.*

Card Type	Rate	Reimbursement Time*
<input checked="" type="checkbox"/> EPIC Card, EPIC Signature Card, or any other EPIC Card Program	1.75%	2 Business Days
<input checked="" type="checkbox"/> American Express	3.75%	2 Business Days
<input checked="" type="checkbox"/> AVCard	3.25%	2 Business Days
<input checked="" type="checkbox"/> Discover	2.95%	2 Business Days
<input checked="" type="checkbox"/> Government Air Card	0% - Contract <i>or</i> 4.50% - Non Contract	Based on Your Contract <i>or</i> 2 Business Days for Non Contract
<input checked="" type="checkbox"/> MultiService	3.25%	2 Business Days
<input checked="" type="checkbox"/> MasterCard	2.24% - Qualified <i>or</i> 3.29% - Unqualified	2 Business Days
<input checked="" type="checkbox"/> Visa	2.24% - Qualified <i>or</i> 3.29% - Unqualified	2 Business Days

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100LL Avgas prices within 75 miles of **S20**

Airport / FBO		100LL \$6.49—\$8.80 average \$7.33		
KDLS 19 SW	Columbia Gorge Regional/The Dalles Municipal Airport The Dalles, OR TacAero	SS FS	\$7.25 \$7.75	25-Sep update
4S2 30 WSW	Ken Jernstedt Airfield Hood River, OR TacAero	SS FS	\$7.35 \$7.85	25-Sep update
KYKM 46 NNE	Yakima Air Terminal/McAllister Field Yakima, WA  McCormick Air Center 	SS FS	\$7.51 \$7.79	GUARANTEED 
	McAllister Museum of Aviation independent	SS	\$7.20	12-Sep update
1S5 47 NE	Sunnyside Municipal Airport Sunnyside, WA Port of Sunnyside	SS	\$6.54	19-Sep update
S40 49 ENE	Prosser Airport Prosser, WA Prosser Airport - Port of Benton	SS	\$6.599	22-Sep update
1W1 66 W	Grove Field Airport Camas, WA Port of Camas/Washougal Phillips 66	SS	\$6.489	22-Sep update
KTTD 67 WSW	Portland-Troutdale Airport Portland, OR Gorge Winds Aviation EPIC	FS	\$7.56	19-Sep update
KRLD 70 ENE	Richland Airport Richland, WA  Sundance Aviation 	SS FS	\$6.79 \$7.06	15-Sep update
S33 71 S	Madras Municipal Airport Madras, OR Berg Air LLC Phillips 66	SS FS	\$7.25 \$7.55	15-Sep update
KELN 73 N	Bowers Field Airport Ellensburg, WA Midstate Aviation	SS	\$7.23	22-Sep update
KPDJ 75 W	Portland International Airport Portland, OR  independent	FS	\$8.80	29-Sep update

AGENDA BILL: H2

AGENDA TITLE: NEW PHONE SYSTEM

DATE: OCTOBER 2, 2023

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ **X** _____

RESOLUTION _____ OTHER _____

MOTION _____ **X** _____

EXPLANATION:

We entered into an agreement with Northwest Communications in the amount of \$29,405.00 for the initial set up of the phone system. In 2020 Northwest Communications changed its name to Class 5 and we had to upgrade our phones for \$5200.00 and a monthly cost of \$765.63 for the phone service. Since we have had their upgraded phones, we have had nothing but problems. We had a company called America's Phone Guys come out to give us a presentation on new phones. The initial set up cost for phones will be \$12,997.83. They gave us a quote for 30 replacement phones. That cost will go down if we have fewer phones. Their monthly cost for the phones will be \$618.00 which will save the city \$147.63 a month in savings.

FISCAL IMPACT: \$12,997.83 initial fee, \$618.00 a month

ALTERNATIVES:

STAFF RECOMMENDATION: Approval of Agreement

MOTION:

I MOVE TO AWARD THE CONTRACT FOR COMMUNICATION SYSTEM FOR BUSINESS PHONES TO AMERICA'S PHONE GUYS



Phone Guys LLC

PO Box 873279
VANCOUVER, WA 98687
(360) 904-6782
Sales@americasphoneguys.com

Proposal

ADDRESS	SHIP TO	PROPOSAL	10051
Sandy Wells	Sandy Wells	DATE	09/18/2023
City of Goldendale	City of Goldendale	EXPIRATION	11/30/2023
1103 S. Columbus Ave	1103 S. Columbus Ave	DATE	
Goldendale, Washington 98620	Goldendale, Washington 98620		
USA	USA		

DESCRIPTION	QTY	UNIT PRICE	TOTAL
CLOUD HARDWARE AND INSTALLATION			
HARDWARE			
Yealink Prime Business Phone with 7 inch Multi-Point Touch Screen and Built-In Bluetooth 4.2. (power supply not included)	30	245.00	7,350.00T
Yealink Prime Business Phone with 4.4" color LCD Screen and built-in Bluetooth 4.2 (power supply not included)	0	195.00	0.00T
Yealink Wallmount Bracket for SIP-T53/T53W/T54W	6	6.00	36.00T
Yealink Power Supply 5V 2A (Slim Version)	30	19.00	570.00T
Yealink HD Touch-Sensitive Wireless Conference Phone System with Base unit - small to medium size conference room with 6 built-in microphones and rechargeable battery	1	595.00	595.00T
Emergency Phone for Police Station	1	575.00	575.00T
LABOR			
Setup Cloud Account and register and program phones to match customers needs	1	2,965.00	2,965.00T
The installation cost includes 24 hours for the installation & training of the system which is to be completed in 1 site visit. The number of hours are based on our standard installation times for systems of this size and our understanding of the complexity of your needs at the time of sale. Should the installation time exceed the time allotted by more than 20% we will bill the additional hours at reduced rates of \$95 per hour during standard business hours and \$125 per hour outside of normal business hours.			
We warranty all New Yealink phones for 1 year for parts and labor from date of installation. Additionally, all USED or Refurbished components have a 90-day parts		0.00	T

only warranty.

Cordless phones are not warrantied for physical damage (ie. drops, falls, etc.).

Payments by credit card may be subject to a 2% "checkout fee".

SUBTOTAL 12,091.00

TAX 906.83

TOTAL **\$12,997.83**

Accepted By

Accepted Date



Service Activation Form

Phone: (360) 904-6782
Fax: (360) 254-1967
<https://AmericasPhoneGuys.com>

Proposal #: 38392

Date: 8/16/2023
Quote Valid Until: 11/14/2023

Contract Start:
Contract Terms: 36 Months

Order Type: New Proposal
Sales Representative: Caleb Cook
Sales Rep Email: Caleb@AmericasPhoneGuys.com
Sales Rep Phone: (503) 577-2959

Customer Information

Company: City of Goldendale
Main TN: (509) 773-3771

Billing Address

1103 S Columbus Ave
Goldendale, WA 98620

Service Address

1103 S Columbus Ave
Goldendale, WA 98620

Monthly Recurring Charges (MRC)

Qty	Product	Unit Price	Extended Price
30	IP Line	\$9.00	\$270.00
1	Low Use Seat	\$10.00	\$10.00
3	DID Number – UCaaS Additional	\$1.00	\$3.00
10	E911 Service (per Number)	\$1.00	\$10.00
3	In-House Hosted Fax	\$5.00	\$15.00
1	Virtual Tracking Number - Required on all accounts	\$10.00	\$10.00
30	Managed Services	\$9.00	\$270.00
2	Premium Auto Attendant	\$15.00	\$30.00
	Total:		\$618.00

AGENDA BILL: H-3

AGENDA TITLE: RECOGNITION COMMITTEE REQUEST

DATE: OCTOBER 2, 2023

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X

RESOLUTION _____ OTHER _____

MOTION _____ X

EXPLANATION: For City Councils consideration, tabled from the last meeting.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION: