

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
MARCH 21,2016
7:00PM**

- A. Call to Order
 - 1. Pledge of Allegiance
- B. Roll Call
- C. Public Hearing
- D. Agenda
 - 1. Approval of Agenda
 - 2. Consent Agenda
 - a. Approval of Minutes
 - b. Claims
 - c. Payroll
 - d. Other
- E. Presentations
- F. Department Reports
- G. Council Business
 - 1. Notice of Award for the WCNIP
 - 2. Pioneer Surveying and Engineering Contract for the WCNIP
 - 3. Engagement Letter for Bond Counsel Services
- H. Resolutions
 - 1. Surplus Property Declaration
- I. Ordinances
 - 1. First Reading for Ordinance Establishing the General Obligation Bond
 - 2. Second Reading for Establishment of a Public Zoning District
- J. Report of Officers and City Administrator
- K. Public Comment
- L. Executive Session
 - 1. Property Negotiations 42.30.110 (c)
- M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON APRIL 4, 2016 AT 7:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: MARCH 21,2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____IX_____
RESOLUTION_____ OTHER_____X_____
MOTION_____ X..._____

EXPLANATION:

The consent agenda includes the following:

Minutes of the March 7, 2016 regular council meeting, second pay period February checks #45940 — 46033, 900583, 900586 in the amount of \$106,185.31, March 21, 2016 claims checks #46034-46079, 900587- 900591 in the amount of \$85,955.51.

FISCAL IMPACT:

Payroll checks in the amount of \$106,185.31, claims checks in the amount of \$85,955.51.

ALTERNATIVES:

Approve the consent agenda.

Remove certain items from the consent agenda for further discussion.

STAFF RECOMMENDATION:

Approvetheconsentagenda

MOTION:

I MOVE TO APPROVE THE CONSENT AGENDA.

**GOLDENDALE CITY COUNCIL
REGULAR MEETING MARCH
7, 2016
7:00PM**

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

ROLL CALL

7:00:06 PM

PRESENT:

Mayor Michael A Canon Council
Member Lucille Bevis Council
Member Len Crawford Council
Member Andy Halm Council
Member Gary Hctor Council
Member Guy Theriault Council
Member Carmen Knopes Council
Member John Sullivan

STAFF:

Clerk-Treasurer Connie Byers
Public Works Director Karl Enyeart
Deputy Fire Chief Steven Randall
Police Chief Reggie Bartkowski
Youth Liaison Hanna Hoffman

ABSENT:

None

AGENDA AND CONSENT AGENDA

It was moved by Council Member Guy Theriault, seconded by Council Member Len Crawford, to approve the agenda and consent agenda.

7:00:57 PM

AYES:

Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 7-0.

DEPARTMENT REPORTS

Karl reported that there is no notice of award for the WCNIP. We are waiting on paperwork from Rural Development. The blue reservoir was inspected and is good for another five years.

Steve reported that year to date we have had 15 calls. Klickitat County EMS has offered us an ambulance and is in the process of completing the paperwork.

Reggie reported that Kelsey Shelton will be graduating from the Police Academy on Wednesday. Jay, Stan, Maria and I will be going up for the ceremony. She will be on duty this weekend. The Washington State Traffic Safety Commission is giving us a \$10,000 grant for overtime. This will be for making traffic stops.

Hanna reported that she will be doing a survey at the school to get the students perspective on what we can add to our community.

COUNCIL BUSINESS

Agreements for Approved Tourism Awards

Mayor Canon explained that these are the contracts that the applicants have signed.

It was moved by Council Member Gary Hctor, seconded by Council Member Len Crawford, to authorize the Mayor to execute agreements for tourism promotion services with ABATE in the amount of \$3,500, Brighter Goldendale Christmas Committee in the amount of \$500, Goldendale Chamber of Commerce in the amount of \$23,000, Central Klickitat County Park and Rec District in the amount of \$1,000, Goldendale Motorsports Association in the amount of \$6,000, Goldendale Jaycees in the amount of \$8,000 and Mid-Columbia Public Safety Activities League in the amount of \$2,500.

7:11:47 PM

AYES:

Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hctor
Council Member Carmen Knopes
Council Member John Sullivan

NAYS:

None.

ABSTAIN:

Council Member Guy Theriault

MOTION CARRIED UNANIMOUSLY 6-0.

RESOLUTIONS

Funding For Tourism Events and Festival

Mayor Canon explained that the Event Committee heard presentations and recommends a tourism award to the Showdown at the Loops and WE Rock.

It was moved by Council Member Gary Hctor, seconded by Council Member Guy Theriault, to approve the resolution no. 651 awarding funding for tourism events in the amount of \$7,500.

7:13:56 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

ORDINANCES

First Reading-Amending GMC Chapter 17

Mayor Canon explained that the city was asked to consider adoption of a zoning district called "Public District". This was at the request of the WA State Parks Department, in particular the Observatory.

It was moved by Council Member Gary Hctor, seconded by Council Member Carmen Knopes, to accept this ordinance for its first reading.

Guy suggested that the marina section be removed and the motion be amended.

It was moved by Council Member Gary Hctor, seconded by Council Member Guy Theriault, to remove the marina section and accept this ordinance for its first reading.

7:16:29 PM

AYES: Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan

NAYS: None.

MOTION CARRIED UNANIMOUSLY 7-0.

REPORT OF OFFICERS AND CITY ADMINISTRATOR

Andy had concerns about how much the Police Department patrols in Ekone Park.

Mayor Canon reported that he and Larry attended the Fireman's Banquet. You felt family the minute you walk through the door. It was an awesome event.

PUBLIC COMMENT

Paulette Holbrook requested a meeting with the Events Committee for clarification on the Farmers Market application.

Tony Gilmer introduced himself to the City Council. He was appointed to the EMS Board, Position #2 with the help of the three incorporated cities in Klickitat County.

Terry Luth stated that the GMA is having a special speaker that was invited from the Grass Valley Raceway.

ADJOURNMENT

It was moved by Council Member Guy Theriault, seconded by Council Member Len Crawford, to adjourn the meeting.

7:26:23 PM

AYES:

Council Member Lucille Bevis
Council Member Len Crawford
Council Member Andy Halm
Council Member Gary Hctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member John Sullivan

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 7-0.

Michael A Canon, Mayor

Connie Byers, Clerk-Treasurer



Register

Fiscal: 2016

Deposit Period: 2016 - Mar 2016

Check Period: 2016 - Mar 2016 - 1st Council Mar 2016

Number	£6>...u	Print Date	ing Date	Amount
Columbia State Bank	20016310			
Check				
46034	Shell	3/7/2016		\$2,243.02
46035	Action Medical	3/21/2016		\$121.21
46036	Anatek Labs Inc	3/21/2016		\$60.00
46037	Aramark Uniform Serv Inc	3/21/2016		\$299.02
46038	Blumenthal Uniforms & Equipment	3/21/2016		\$32.19
46039	Bohn's Printing	3/21/2016		\$265.13
46040	Bryant Pipe & Supply Inc	3/21/2016		\$238.46
46041	Carquest Auto Parts	3/21/2016		\$1,887.45
46042	Cascade Fire & Safety	3/21/2016		\$5,206.82
46043	Fun Country Inc	3/21/2016		\$25.99
46044	Goldendale Auto Supply	3/21/2016		\$476.88
46045	Goldendale Market Fresh	3/21/2016		\$39.51
46046	Goldendale Sentinel	3/21/2016		\$96.00
46047	Goldendale, City of	3/21/2016		\$1,410.64
46048	Gorge Technology Corp	3/21/2016		\$863.50
46049	Gunarama Wholesale Inc	3/21/2016		\$1,711.40
46050	Hach Company	3/21/2016		\$225.85
46051	Hire Electric	3/21/2016		\$101.65
46052	Hocombs Market	3/21/2016		\$75.70
46053	IBS Incorporated	3/21/2016		\$214.33
46054	IPMA-HR	3/21/2016		\$164.50
46055	JD Audio	3/21/2016		\$260.00
46056	Klickitat Co Auditor	3/21/2016		\$225.00
46057	Klickitat CO Commissioner	3/21/2016		\$4,305.35
46058	Klickitat CO Emer Mgmt	3/21/2016		\$10,000.00
46059	Klickitat County PUD	3/21/2016		\$23,004.17
46060	Les Schwab Tire Center	3/21/2016		\$166.09
46061	Lori Lynn Hctor Attorney at Law	3/21/2016		\$406.25
46062	Marlin Business Bank	3/21/2016		\$467.10
46063	MCP Mid Columbia Producers Inc	3/21/2016		\$34.37
46064	Menke Jackson Beyer LLP	3/21/2016		\$2,436.05
46065	Northern Safety Co Inc	3/21/2016		\$219.12
46066	Peterson	3/21/2016		\$16.03
46067	Pioneer Surveying & Engineering Inc	3/21/2016		\$13,800.00
46068	Quill Corporation	3/21/2016		\$217.09
46069	Randall C Krog Attorney at Law	3/21/2016		\$503.75

			Clearing Date	
46070	Rapid Readymix	3/21/2016		\$719.85
46071	Republic Services Inc	3/21/2016		\$330.73
46072	Robert Thompson	3/21/2016		\$75.60
46073	Schuknecht's Polygraph Service	3/21/2016		\$175.00
46074	Skamania County	3/21/2016		\$45.00
46075	The Watershed Company	3/21/2016		\$1,729.86
46076	US Cellular	3/21/2016		\$1,352.42
46077	Verizon Wireless	3/21/2016		\$359.10
46078	Williams Form Engineering Corp	3/21/2016		\$111.85
46079	Zep Manufacturing Co	3/21/2016		\$123.84
900587	HSA Bank Employee Plan Funding	3/21/2016		\$8,450.00
900588	HSA Bank Employee Plan Funding	3/21/2016		\$18.00
900589	Merchant Card Services	3/21/2016		\$64.92
900590	Sage Payment Solutions	3/21/2016		\$467.92
900591	Invoice Cloud	3/21/2016		\$111.80
	Total	Check		\$85,955.51
	Total	20016310		\$85,955.51
	Grand Total			\$85,955.51

**CITY OF GOLDENDALE
CLAIMS REGISTER**

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered or ~~the~~ labor performed as shown on Voucher numbers 46034 through 46079, 900587- 900591 in the amount of \$85,955.51, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 16th day of March, 2016.


Clerk-Treasurer

q

Register Activity

Fiscal: 2016

Period: 2016 - Mar 2016

Council Date: 2016- Mar 2016- 1st Council Mar 2016

Reference Number: 46034 79263448602	Shell 2/24/2016	\$2,243.02 \$2,243.02 Fuel
Reference Number: 46035 5688 5690 5691	Action Medical 2/10/2016 2/10/2016 2/10/2016	\$121.21 \$54.72 Medical Supplies \$31.34 Medical Supplies \$35.15 Medical Supplies
Reference Number: 46036 026719	Anatek Labs Inc 3/3/2016	\$60.00 \$60.00 Testing Service
Reference Number: 46037 862182765 862182768 862182770 862193923 862193925 862193927 862205087 862205090 862205092 862216261 862216263 862216265	Aramark Uniform Serv Inc 2/3/2016 2/3/2016 2/3/2016 2/10/2016 2/10/2016 2/10/2016 2/17/2016 2/17/2016 2/17/2016 2/24/2016 2/24/2016 2/24/2016	\$299.02 \$29.46 Cleaning Service \$27.60 Cleaning Service \$14.91 Cleaning Service \$33.64 Cleaning Service \$26.95 Cleaning Service \$14.91 Cleaning Service \$33.91 Cleaning Service \$26.31 Cleaning Service \$14.91 Cleaning Service \$33.91 Cleaning Service \$27.60 Cleaning Service \$14.91 Cleaning Service
Reference Number: 46038 004908652 004981186 5690692	Blumenthal Uniforms & Equipment 2/17/2016 3/1/2016 3/11/2016	\$32.19 \$118.24 Valsetz \$53.70 Pant (\$139.75) Credit
Reference Number: 46039 45663 45664	Bohn's Printing 2/27/2016 2/27/2016	\$265.13 \$238.60 Copier CounUCH \$26.53 Copier CounUPD
Reference Number: 46040 87179A 87180A	Bryant Pipe & Supply Inc 2/19/2016 2/19/2016	\$238.46 \$167.83 Wire \$70.63 Orchard Lopper

Reference Number: 46041	Carquest Auto Parts	\$1,887.45
4993-316107	2/1/2016	\$92.71 UPS
4993-316139	2/1/2016	\$7.72 Stud Kit
4993-316165	2/2/2016	\$15.44 Stud Kit
4993-316182	2/2/2016	\$48.35 Univ Lift Support
4993-316366	2/3/2016	\$210.96 Monroe Ride Control
4993-316471	2/4/2016	\$433.73 Spot Light Led, Spot Light Install Kit
4993-316472	2/4/2016	\$455.84 Spot Light Led, Spot Light Install Kit
4993-316477	2/4/2016	(\$48.35) Credit
4993-316621	2/5/2016	\$47.92 Coupler
4993-317801	2/16/2016	\$8.07 Lamp
4993-318054	2/18/2016	\$46.89 Synthetic Gear
4993-318055	2/18/2016	\$9.64 Halogen Bulb
4993-318083	2/19/2016	\$70.76 Trans Filter Kit
4993-318167	2/19/2016	\$14.19 CQ Extended Life AF, Conventional Greenfs
4993-318363	2/22/2016	(\$24.92) Credit
4993-318428	2/22/2016	\$767.72 Ignition Parts, Wire Sets, Air Filters....
4993-318433	2/22/2016	\$3.68 Filters
4993-318503	2/23/2016	\$15.73 Oil Seal
4993-318755	2/25/2016	\$5.93 Wheel Stud
4993-319095	2/28/2016	\$12.89 Belt Holster Clip
4993-319202	2/29/2016	(\$307.45) Core Return
Reference Number: 46042	Cascade Fire & Safety	\$5,206.82
117135	2/11/2016	\$5,088.00 Truck Repair
117140	2/22/2016	\$118.82 Magnetic Switch Set
Reference Number: 46043	Fun Country Inc	\$25.99
173427	2/19/2016	\$25.99 Air Filter
Reference Number: 46044	Goldendale Auto Supply	\$476.88
302438	1/26/2016	\$68.29 Lamp, Chuck
302505	1/27/2016	\$81.13 Hose, Hose End Fitting
302875	2/2/2016	\$5.36 Broom Handle
302918	2/3/2016	\$8.21 Air Filter
302920	2/3/2016	\$24.46 Oil Filter
302952	2/3/2016	\$4.99 Bulb, Fuse
303088	2/6/2016	\$125.70 Flush Face Coup, Body Flush Face
303180	2/8/2016	\$87.59 Adjustable Wrench
303244	2/9/2016	\$6.48 Belt
303868	2/19/2016	\$9.90 Floor Dry
304073	2/23/2016	\$29.01 Wire Stripper
304225	2/24/2016	\$7.10 Butt Connect
304241	2/25/2016	\$8.58 Nut Bolt

	LiE:	Amount	Notes
Reference Number: 46044 304272	Goldendale Auto Supply 2/25/2016	\$476.88	\$10.08 U Bolt
Reference Number: 46045 03-907632	Goldendale Market Fresh 2/19/2016	\$39.51	\$39.51 Water
Reference Number: 46046 142637	Goldendale Sentinel 3/2/2016	\$96.00	\$48.00 Public Hearing/Ross
142638	3/2/2016	\$48.00	Public Hearing Veen
Reference Number: 46047 Invoice- 3/16/2016 10:46:52 AM	Goldendale, City of 3/16/2016	\$1,410.64	\$1,410.64 Water/Sewer
Reference Number: 46048 256	Gorge Technology Corp 3/3/2016	\$863.50	\$863.50 Technoloty Consulting
Reference Number: 46049 855056	Gunarama Wholesale Inc 2/19/2016	\$1,711.40	\$1,711.40 Rifles
Reference Number: 46050 9825574	Hach Company 3/4/2016	\$225.85	\$225.85 Chemicals
Reference Number: 46051 602035	Hire Electric 3/8/2016	\$101.65	\$101.65 Mill Street Lift Station
Reference Number: 46052 0030270511	Holcombs Market 2/2/2016	\$75.70	\$11.20 Water
0040080211	2/3/2016	\$6.50	Stevia
0040413111	2/18/2016	\$41.24	Coffee, Water
0040662510	2/29/2016	\$16.76	Plates, Forks, Spoons
Reference Number: 46053 609874-1	IBS Incorporated 2/25/2016	\$214.33	\$214.33 Grabit Pro, Power Bit, Tape....
Reference Number: 46054 INV-12682-H5H2V3	IPMA-HR 12/16/2015	\$164.50	\$164.50 Civil Service Supplies
Reference Number: 46055 1124	JD Audio 2/29/2016	\$260.00	\$260.00 Install Light Bar
Reference Number: 46056 16-244	Klickitat Co Auditor 1/27/2016	\$225.00	\$74.00 Lien/311 W Darland
16-386	2/8/2016	\$77.00	Notice of Illegal Conditions/313 E Allyn

Reference Number: 46056 16-55	Klickitat Co Auditor 1/8/2016	\$225.00 \$74.00 Lien/415 W Burgen
Reference Number: 46057 Invoice- 3/16/2016 11:51:38 AM	Klickitat CO Commissioner 3/16/2016	\$4,305.35 \$4,305.35 1st Quarter District Court
Reference Number: 46058 201EM-01-C25915-1	Klickitat CO Emer Mgmt 3/16/2016	\$10,000.00 \$10,000.00 1st Quarter Dispatch
Reference Number: 46059 Invoice- 3/16/2016 1:01:57 PM	Klickitat County PUD 3/16/2016	\$23,004.17 \$23,004.17 Electric
Reference Number: 46060 34800101843	Les Schwab Tire Center 3/1/2016	\$166.09 \$166.09 Battery
Reference Number: 46061 5Z1000461 CR5790	Lori Lynn Hctor Attorney at Law 3/7/2016 3/1/2016	\$406.25 \$276.25 Mario Morales \$130.00 Malissa Slight
Reference Number: 46062 Invoice- 3/16/2016 1:05:18 PM	Marlin Business Bank 3/19/2016	\$467.10 \$467.10 Copier Leases
Reference Number: 46063 727960	MCP Mid Columbia Producers Inc 2/11/2016	\$34.37 \$34.37 Gloves
Reference Number: 46064 Invoice- 3/16/2016 1:07:27 PM	Menke Jackson Beyer LLP 3/16/2016	\$2,436.05 \$2,436.05 Account 044
Reference Number: 46065 901837417	Northern Safety Co Inc 3/8/2016	\$219.12 \$219.12 Eyewear
Reference Number: 46066 PC160025936	Peterson 3/2/2016	\$16.03 \$16.03 Seal
Reference Number: 46067 15 14-906	Pioneer Surveying & Engineering Inc 2/29/2016	\$13,800.00 \$13,800.00 WCNIP
Reference Number: 46068 3685399 3694928 3813968	Quill Corporation 2/26/2016 2/29/2016 3/3/2016	\$217.09 \$51.58 Log Book \$123.61 Calculator \$41.90 Scale
Reference Number: 46069 5Z1000340	Randall C Krog Attorney at Law 2/25/2016	\$503.75 \$97.50 Caleb White

Reference Number:		Amount	Notes
5Z1162464	Randall C Krog Attorney at Law 2/2/2016	\$503.75 \$406.25	Donald Ross
Reference Number: 46070 20874	Rapid Readymix 3/4/2016	\$719.85 \$719.85	6 Sack
Reference Number: 46071 0487-000477448	Republic Services Inc 2/29/2016	\$330.73 \$330.73	Garbage Service
Reference Number: 46072 Invoice- 3/16/2016 1:49:14 PM	Robert Thompson 3/16/2016	\$75.60 \$75.60	Mileage
Reference Number: 46073 Invoice- 3/16/2016 1:51:44 PM	Schuknecht's Polygraph Service 3/3/2016	\$175.00 \$175.00	Juan Garcia
Reference Number: 46074 20161SEPW-102	Skamania County 3/3/2016	\$45.00 \$45.00	Workshop/Jeremy Bowen
Reference Number: 46075 2016-0282	The Watershed Company 3/7/2016	\$1,729.86 \$1,729.86	Shoreline Master Plan
Reference Number: 46076 0124991738	US Cellular 2/24/2016	\$1,352.42 \$1,352.42	Cell Phones
Reference Number: 46077 9761561521 9761629065	Verizon Wireless 3/4/2016 3/6/2016	\$359.10 \$320.08 \$39.02	Police Department Chlorination Station
Reference Number: 46078 247712	Williams Form Engineering Corp 2/23/2016	\$111.85 \$111.85	Hydraulic Plug, Swell Seal
Reference Number: 46079 9002136040	Zep Manufacturing Co 3/1/2016	\$123.84 \$123.84	Venture II
Reference Number: 900587 Invoice- 3/16/2016 11:04:37 AM	HSA Bank Employee Plan Funding 3/16/2016	\$8,450.00 \$8,450.00	Plan Funding
Reference Number: 900588 Invoice- 3/16/2016 11:11:45 AM	HSA Bank Employee Plan Funding 3/16/2016	\$18.00 \$18.00	Service Fee
Reference Number: 900589 Invoice- 3/16/2016 1:31:18 PM	Merchant Card Services 3/16/2016	\$64.92 \$64.92	Visa Fees/Admin

03/16/2016

Reference Number: 900590
Invoice- 3/16/2016 1:49:47 PM

Sage Payment Solutions
3/16/2016

03/16/2016

\$467.92
\$467.92 Visa Fee

Reference Number: 900591
359-2016 2

Invoice Cloud
2/29/2016

\$111.80
\$111.80 Biller Portal Fee

Register

		Descri- tion	Cleared
45940	Bartkowski, Reggie	2016- Feb 2016- 2nd Council Feb 2016	\$2,702.50
45941	Bellamy, Larry D	2016- Feb 2016- 2nd Council Feb 2016	\$2,602.57
45942	Berkshire, Stan	2016- Feb 2016- 2nd Council Feb 2016	\$1,862.99
45943	Bevis, Lucille A	2016- Feb 2016- 2nd Council Feb 2016	\$46.02
45944	Bowen, Jeremy J	2016- Feb 2016- 2nd Council Feb 2016	\$1,097.37
45945	Byers, Connie L	2016- Feb 2016- 2nd Council Feb 2016	\$1,756.57
45946	Canon, Michael A	2016- Feb 2016- 2nd Council Feb 2016	\$446.61
45947	Casey, Brian P	2016 - Feb 2016- 2nd Council Feb 2016	\$1,170.69
45948	Cooke, Robert C	2016- Feb 2016- 2nd Council Feb 2016	\$1,955.49
45949	Crawford, Leonard C	2016- Feb 2016- 2nd Council Feb 2016	\$46.02
45950	Dyment, Kevin	2016- Feb 2016- 2nd Council Feb 2016	\$1,821.47
45951	Enderby, Michelle R	2016- Feb 2016- 2nd Council Feb 2016	\$916.00
45952	Enyeart, Karl A	2016- Feb 2016 - 2nd Council Feb 2016	\$2,628.94
45953	Fitzgibbons, Thomas R	2016- Feb 2016 - 2nd Council Feb 2016	\$247.61
45954	Frantum, Douglas	2016- Feb 2016- 2nd Council Feb 2016	\$1,358.05
45955	Garcia, Juan C	2016- Feb 2016- 2nd Council Feb 2016	\$1,050.27
45956	Halm, Andrew J	2016- Feb 2016- 2nd Council Feb 2016	\$46.02
45957	Halm, Noah M	2016- Feb 2016- 2nd Council Feb 2016	\$418.66
45958	Hector, Gary Robert	2016- Feb 2016- 2nd Council Feb 2016	\$46.02
45959	Hunziker, Jay Allen	2016- Feb 2016- 2nd Council Feb 2016	\$1,768.39
45960	Hutchins, Maria P	2016- Feb 2016- 2nd Council Feb 2016	\$1,325.82
45961	Isler, Jay W	2016- Feb 2016- 2nd Council Feb 2016	\$1,474.79
45962	Knopes, Carmen A	2016- Feb 2016 - 2nd Council Feb 2016	\$46.02
45963	Lucatero, Leo B	2016- Feb 2016 - 2nd Council Feb 2016	\$1,965.67
45964	O'Connor, Andrew F	2016 - Feb 2016- 2nd Council Feb 2016	\$1,794.81
45965	Oswalt, Bert F	2016- Feb 2016- 2nd Council Feb 2016	\$1,783.33
45966	Perez, Benjamin A	2016- Feb 2016- 2nd Council Feb 2016	\$1,014.84
45967	Pineda, Eric M	2016- Feb 2016- 2nd Council Feb 2016	\$69.90
45968	Randall, Steven A	2016- Feb 2016- 2nd Council Feb 2016	\$273.93
45969	Shelton, Kelsey A	2016- Feb 2016- 2nd Council Feb 2016	\$1,363.24
45970	Smith, Michael L	2016- Feb 2016- 2nd Council Feb 2016	\$2,104.06
45971	Stelljes, Michael S	2016- Feb 2016- 2nd Council Feb 2016	\$1,515.27
45972	Sullivan, Donald L	2016- Feb 2016 - 2nd Council Feb 2016	\$114.98
45973	Sullivan, John F	2016- Feb 2016- 2nd Council Feb 2016	\$46.02
45974	Therault, Guy R	2016- Feb 2016- 2nd Council Feb 2016	\$46.02
45975	Thompson, Robert L	2016- Feb 2016 - 2nd Council Feb 2016	\$1,275.89
45976	Wells, Sandy R	2016- Feb 2016- 2nd Council Feb 2016	\$1,032.90
45977	American Family Life	2016 - Feb 2016- 2nd Council Feb 2016	\$367.65
45978	AWC Benefit Trust	2016- Feb 2016- 2nd Council Feb 2016	\$34,985.99

	Name	Fiscal Description	Cleared	Amount
45979	Council Trust Acct.	2016- Feb 2016 - 2nd Council Feb 2016		\$126.66
45980	Deferred Comp Program	2016- Feb 2016- 2nd Council Feb 2016		\$105.00
45981	Dept of Labor & Industries	2016- Feb 2016- 2nd Council Feb 2016		\$1,934.08
45982	Dept of Retirement	2016 - Feb 2016- 2nd Council Feb 2016		\$8,978.09
45983	Employment Security	2016- Feb 2016- 2nd Council Feb 2016		\$115.91
45984	ICMA Retirement Trust (Plan 302195)	2016- Feb 2016- 2nd Council Feb 2016		\$112.50
45985	Washington State Support Registry	2016- Feb 2016- 2nd Council Feb 2016		\$41.98
46033	Isler, Jay W	2016- Feb 2016- 2nd Council Feb 2016		\$2,278.88
900583	City of Goldendale	2016- Feb 2016- 2nd Council Feb 2016		\$15,138.23
900586	City of Goldendale	2016 - Feb 2016- 2nd Council Feb 2016		\$764.59
				\$106,185.31

AGENDA BILL: G1

AGENDA TITLE: NOTICE OF AWARD FOR THE WCNIP

DATE: MARCH 21,2016

ACTION REQUIRED:

ORDINANCE_____

COUNCIL INFORMATION_____

RESOLUTION_____

OTHER_____

MOTION_____

EXPLANATION:

See Karl Enyeart's memo attached.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AWARD THE BASE BID IN THE AMOUNT OF \$2,135,899.38 TO POW CONTRACTING, INC. FOR THE 2016 WEST COLUMBUS NEIGHBORHOOD IMPROVEMENT PROJECT.

Memo

To: Mayor and Council
From: Karl Enyeart, PE, Public Works Director
CC: Larry Bellamy, City Administrator
Date: 3/21/16
Re: Recommendation for 2016 West Columbus Neighborhood Improvement
Project Award to POW Contracting, Inc.

Bids were opened for the 2016 West Columbus Neighborhood Improvement Project on February 1yth, 2016. Five bids were received with POW Contracting, Inc. submitting the lowest responsive bid.

The project area is bounded by Columbus, Court, Klickitat, and Darland streets.

I recommend awarding the base bid to POW Contracting, Inc. for \$2,135,899.38. Please see attached award letter and bid results.



Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

March 1, 2016

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

RE: City of Goldendale 2016 West Columbus Neighborhood Project

Dear Mr. Enyeart:

I have reviewed the 5 bids submitted at the February 17 bid opening for the project.

POW Contracting, Inc. was the low bidder for the project. The amount of the Base Bid (Schedules 1-4) was in the amount of \$2,135,899.38. The bid bond was attached, addenda were received and all forms were completed properly.

Crestline Construction appeared to have submitted the low bid for the project. Based on review of their documents they had incorrectly multiplied the unit price for line item #38 in Bid Schedule 1. Line item #38, Trench Bedding and Backfill, has a quantity of 730 tons. The total price for this item was \$3,000.00. However the unit price listed was \$600.00. Per the bid documents, when there is a discrepancy, the unit price is the controlling factor. Once the unit price had been properly multiplied POW was the low bidder.

I therefore recommend that the City of Goldendale award the contract to POW Contracting Inc. for the construction of Base Bid Schedules 1-4.

Please contact us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Dustin Conroy". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

DUSTIN CONROY, PE/PLS

BD SCHEDULE 1 - ROAD BASE

Item No.	Description	Units	Quantity	Engineer's Estimate		Creative Construction		POV Contracting		Thompson & Grohman		Advantage Dirt		Columbia Asphalt	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MOBILIZATION	LS	1	\$ 75,000.00	\$ 75,000.00	\$416,000.00	\$416,000.00	\$45,000.00	\$45,000.00	\$60,000.00	\$60,000.00	\$147,374.70	\$147,374.70	\$156,900.00	\$156,900.00
2	MAIL BOX CURB UNIT WITH SUPPORT	EA	1	\$ 1,600.00	\$ 1,600.00	\$975.00	\$975.00	\$2,750.00	\$2,750.00	\$1,000.00	\$1,000.00	\$2,011.92	\$2,011.92	\$1800.00	\$1800.00
3	REMOINT EXTO MAIL CLUSTER BOX	EA	5	\$ 40,000.00	\$ 200,000.00	\$42,500.00	\$212,500.00	\$2,000.00	\$10,000.00	\$400.00	\$2,000.00	\$112.18	\$560.90	\$90.00	\$450.00
4	REMOVE NAIL RESET STREET SIGNS	EA	24	\$ 200.00	\$ 4,800.00	\$315.00	\$7,560.00	\$150.00	\$3,600.00	\$200.00	\$4,800.00	\$133.00	\$3,192.00	\$220.00	\$5,280.00
5	ADJUST COVERS 1/4" GRADE TEST TO GRADE COMMON PROPOSAL	EA	111	\$ 20,000.00	\$ 2,220,000.00	\$9,400.00	\$1,043,400.00	\$350.00	\$38,850.00	\$7,500.00	\$832,500.00	\$493.60	\$54,789.60	\$505.00	\$56,055.00
6	REMOVAL OF STRUCTURES NO OBSTRUCTIONS	LS	1	\$ 20,000.00	\$ 20,000.00	\$26,000.00	\$26,000.00	\$60,000.00	\$60,000.00	\$10,000.00	\$10,000.00	\$34,528.40	\$34,528.40	\$21,500.00	\$21,500.00
7	INSUITABLE TRENCH MATERIAL COMMON PROPOSAL	CY	110	\$ 45.00	\$ 4,950.00	\$4.950.00	\$544.50	\$2.80	\$308.00	\$35.00	\$3,850.00	\$46.47	\$5,111.76	\$3.00	\$330.00
8	GRAVEL PARKING SURFACING	TON	1810	\$ 600.00	\$ 1,086,000.00	\$1,700.00	\$3,077,000.00	\$25.00	\$45,250.00	\$19.00	\$34,390.00	\$19.08	\$34,534.80	\$20.00	\$36,200.00
9	CONCRETE SEPARATION CURB	LF	1790	\$ 20.00	\$ 35,800.00	\$1.00	\$1,790.00	\$12.00	\$21,480.00	\$1.00	\$1,790.00	\$11.62	\$20,799.80	\$6.35	\$11,635.00
10	CURB RAMP	EA	11	\$ 1,450.00	\$ 15,950.00	\$85,000.00	\$935,000.00	\$1,250.00	\$13,750.00	\$1100.00	\$12,100.00	\$682.50	\$7,507.50	\$155.00	\$1,705.00
11	CURB AND GUTTER STANDARD	LF	1540	\$ 19.00	\$ 29,260.00	\$1,900.00	\$29,260.00	\$14.00	\$21,560.00	\$12.00	\$18,480.00	\$13.13	\$20,220.20	\$11.50	\$17,710.00
12	CURB AND GUTTER ROLLED CURS	LF	7840	\$ 20.00	\$ 156,800.00	\$1,600.00	\$12,544.00	\$14.00	\$109,760.00	\$13.00	\$101,920.00	\$13.13	\$102,939.20	\$12.50	\$100,352.00
13	CURB AND GUTTER TRANSITIONS	LF	8	\$ 150.00	\$ 1,200.00	\$41.00	\$328.00	\$30.00	\$240.00	\$27.00	\$216.00	\$21.00	\$168.00	\$26.00	\$208.00
14	CONCRETE SIDEWALK	SY	3090	\$ 35.00	\$ 108,150.00	\$19.00	\$58,710.00	\$30.00	\$92,700.00	\$42.00	\$129,780.00	\$35.42	\$109,447.84	\$31.30	\$96,717.00
15	CONCRETE DRIVEWAY	SY	1850	\$ 45.00	\$ 83,250.00	\$48.00	\$88,800.00	\$37.00	\$68,850.00	\$53.00	\$98,550.00	\$40.00	\$74,850.00	\$41.50	\$76,775.00
16	PAINTED 1-FT CROSSWALK LINE	LF	1840	\$ 50.00	\$ 92,000.00	\$2.00	\$3,680.00	\$50.00	\$92,000.00	\$4.00	\$7,360.00	\$0.53	\$975.20	\$1.60	\$2,944.00
17	CONCRETE SIDEWALK REINFORCEMENT	EA	1	\$ 3,000.00	\$ 3,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1720.14	\$1,720.14	\$2,460.00	\$2,460.00
18	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$8,500.00	\$8,500.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$46,221.00	\$46,221.00	\$175,600.00	\$175,600.00
19	ESC BEAD	LS	1	\$ 2,300.00	\$ 2,300.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$2116.80	\$2,116.80	\$4170.00	\$4,170.00
20	SURFACE RESTORATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$19,500.00	\$19,500.00	\$13,500.00	\$13,500.00	\$12,500.00	\$12,500.00	\$49,392.40	\$49,392.40	\$32,700.00	\$32,700.00
21	REMOVE AND RELOCATE FENCE	LF	220	\$ 30.00	\$ 6,600.00	\$27.00	\$5,940.00	\$20.00	\$4,400.00	\$25.00	\$5,500.00	\$14.00	\$3,080.00	\$6.00	\$1,320.00
22	REMOVE TREES	EA	26	\$ 10,000.00	\$ 260,000.00	\$1065.00	\$27,690.00	\$1,500.00	\$39,000.00	\$500.00	\$13,000.00	\$528.38	\$13,737.88	\$113,000.00	\$12,630.00
23	10" DIA STORM SEWER PIPE	LF	820	\$ 20.00	\$ 16,400.00	\$34.00	\$27,880.00	\$28.00	\$23,360.00	\$45.00	\$36,900.00	\$33.17	\$27,150.20	\$26.00	\$21,170.00
24	10" DIA STORM SEWER PIPE	LF	40	\$ 21.00	\$ 840.00	\$42.00	\$1,680.00	\$50.00	\$2,000.00	\$55.00	\$2,200.00	\$18.67	\$746.80	\$40.70	\$1,628.00
25	12" DIA STORM SEWER PIPE	LF	360	\$ 28.00	\$ 10,080.00	\$40.00	\$14,400.00	\$50.00	\$18,000.00	\$55.00	\$20,100.00	\$18.67	\$6,720.00	\$42.70	\$15,306.00
26	CATCH BASIN ROLLED CURB NO TOP	EA	17	\$ 1,600.00	\$ 27,200.00	\$2,950.00	\$50,150.00	\$1,750.00	\$29,750.00	\$1,600.00	\$27,200.00	\$1,200.27	\$20,404.59	\$1,540.00	\$23,180.00
27	CATCH BASIN STORM DRAIN GRATE	EA	1	\$ 1,300.00	\$ 1,300.00	\$1,950.00	\$1,950.00	\$1,750.00	\$1,750.00	\$1,500.00	\$1,500.00	\$1,113.77	\$1,113.77	\$1,410.00	\$1,410.00
28	CATCH BASIN CONVEX GRATE	EA	3	\$ 1,800.00	\$ 5,400.00	\$2,100.00	\$6,300.00	\$1,750.00	\$5,250.00	\$1,600.00	\$4,800.00	\$1,364.06	\$4,092.18	\$1,540.00	\$4,620.00
29	TEMPORARY EROSION CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$6,393.12	\$6,393.12	\$8,800.00	\$8,800.00
30	INSUITABLE FILL MATERIAL COMMON PROPOSAL	CY	750	\$ 10,000.00	\$ 7,500,000.00	\$80.00	\$60,000.00	\$25.00	\$18,750.00	\$20.00	\$15,000.00	\$35.88	\$26,685.00	\$31.00	\$23,250.00
31	ROCK EXCAVATION COMMON PROPOSAL	CY	100	\$ 150.00	\$ 15,000.00	\$19.00	\$1,900.00	\$5.00	\$500.00	\$18.00	\$1,800.00	\$20.34	\$2,034.00	\$5.90	\$590.00
32	CONTROLLED DENSITY FILL COMMON PROPOSAL	CY	111	\$ 150.00	\$ 16,650.00	\$100.00	\$11,100.00	\$80.00	\$8,880.00	\$125.00	\$13,875.00	\$114.92	\$12,756.12	\$155.00	\$17,405.00
33	CONCRETE	LF	200	\$ 200.00	\$ 40,000.00	\$14.00	\$2,800.00	\$10.00	\$2,000.00	\$15.00	\$3,000.00	\$12.02	\$2,404.00	\$25.00	\$5,000.00
34	SURVEY MONUMENTS	EA	5	\$ 250.00	\$ 1,250.00	\$600.00	\$3,000.00	\$1,000.00	\$5,000.00	\$400.00	\$2,000.00	\$465.74	\$1,878.70	\$655.00	\$3,275.00
35	TOP SOIL	EA	1111	\$ 15.00	\$ 16,665.00	\$300.00	\$33,300.00	\$40.00	\$44,400.00	\$20.00	\$22,200.00	\$47.81	\$53,066.10	\$5.60	\$6,216.00
36	REPAIR EROSION/REJOINTING SYSTEMS	CY	5	\$ 25,000.00	\$ 125,000.00	\$100.00	\$500.00	\$500.00	\$2,500.00	\$10,000.00	\$5,000.00	\$382.60	\$1,913.00	\$240.00	\$1,200.00
37	CONCRETE RUBBLE BASE COURSE	TN	733	\$ 120.00	\$ 87,960.00	\$190.00	\$138,770.00	\$15.00	\$10,950.00	\$190.00	\$137,700.00	\$29.54	\$21,564.20	\$23.00	\$16,759.00
38	TRENCH BEDDING AND BACKFILL (COMMON PROPOSAL)	TN	940	\$ 145.00	\$ 136,300.00	\$600.00	\$564,000.00	\$90.00	\$84,600.00	\$160.00	\$150,400.00	\$37.16	\$34,930.40	\$150.00	\$140,000.00
SUBTOTAL SCHEDULE 1				\$ 896,240.00		\$ 1,392,731.00		\$ 899,570.00		\$ 807,736.00		\$ 910,656.96		\$ 1,025,686.00	

BD SCHEDULE 2 - ROADWAY

Item No.	Description	Units	Quantity	Engineer's Estimate		Creative Construction		POV Contracting		Thompson & Grohman		Advantage Dirt		Columbia Asphalt	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	COMMERCIAL HOT MIX ASPHALT	TN	2300	\$ 84.00	\$ 193,200.00	\$18.00	\$41,400.00	\$78.00	\$179,400.00	\$80.00	\$184,000.00	\$82.54	\$189,842.00	\$115.00	\$264,500.00
2	CRUSHED SURFACING, TOP COURSE	TN	2750	\$ 18.00	\$ 49,500.00	\$25.00	\$68,750.00	\$22.50	\$61,875.00	\$11.00	\$30,050.00	\$24.52	\$67,430.00	\$50.00	\$137,500.00
3	CRUSHED SURFACING, BASE COURSE	TN	10700	\$ 17.00	\$ 181,900.00	\$17.00	\$181,900.00	\$18.00	\$192,600.00	\$19.00	\$203,300.00	\$20.65	\$220,955.00	\$25.00	\$267,500.00
4	PAVEMENT REMOVAL	SY	14775	\$ 3.50	\$ 51,712.50	\$1.00	\$14,775.00	\$2.50	\$36,937.50	\$1.00	\$14,775.00	\$2.69	\$39,744.75	\$3.00	\$44,325.00
5	EXCAVATION	CY	6961	\$ 7.50	\$ 52,207.50	\$16.00	\$111,376.00	\$12.00	\$83,532.00	\$11.00	\$76,571.00	\$15.12	\$105,250.32	\$25.00	\$174,025.00
6	GEOTEXTILE FABRIC	SY	15500	\$ 1.50	\$ 23,250.00	\$1.00	\$15,500.00	\$1.25	\$19,375.00	\$1.30	\$20,150.00	\$1.58	\$24,490.00	\$1.25	\$19,375.00
7	SOLAR POWERED TRAFFIC SIGN	EA	1	\$ 5,000.00	\$ 5,000.00	\$5,100.00	\$5,100.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$7,234.80	\$7,234.80	\$10,000.00	\$10,000.00
SUBTOTAL SCHEDULE 2				\$ 586,770.00		\$ 599,801.00		\$ 579,219.50		\$ 561,546.00		\$ 654,946.87		\$ 917,225.00	

BID SCHEDULE 3 - SEWER				Engineer's Estimate		Contractor Construction		POW Contracting		Thompson Brothers		Adaptive Orit		Columbi Asphalt	
Item No.	Description	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00	\$9,800.00	\$9,800.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$216,300.00	\$216,300.00	\$30,000.00	\$30,000.00
2	12" DIA SANITARY SEWER PIPE - COMMON PROPOSAL	LF	2570	\$ 3.00	\$ 7,710.00	\$1,000.00	\$2,570.00	\$3.00	\$7,710.00	\$8,224.00	\$21,188.00	\$105,370.00	\$278,427.00	\$46.00	\$118,220.00
3	6" DIA SANITARY SEWER PIPE	LF	1870	\$ 10.00	\$ 18,700.00	\$33.00	\$61,710.00	\$100.00	\$187,000.00	\$900.00	\$1,686.00	\$28.12	\$52,588.00	\$51.00	\$95,490.00
4	8" DIA SANITARY SEWER PIPE	LF	1870	\$ 12.00	\$ 22,440.00	\$41.00	\$76,640.00	\$65.00	\$122,555.00	\$1,150.00	\$2,145.00	\$32.05	\$60,033.00	\$56.00	\$104,880.00
5	10" DIA SANITARY SEWER PIPE	LF	1510	\$ 14.00	\$ 21,140.00	\$42.00	\$63,420.00	\$80.00	\$120,700.00	\$75,500.00	\$113,250.00	\$40.00	\$60,450.00	\$58.00	\$87,580.00
6	REMOVE SANITARY SEWER MANHOLE	EA	1	\$ 7500.00	\$ 7,500.00	\$315.00	\$315.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$451.32	\$451.32	\$950.00	\$950.00
7	DECOMMISSION SANITARY MANHOLE	EA	3	\$ 7800.00	\$ 23,400.00	\$315.00	\$945.00	\$500.00	\$1,500.00	\$1,200.00	\$3,600.00	\$118.63	\$355.89	\$940.00	\$2,820.00
8	12" SANITARY SEWER Q. E. & K. > VT	EA	1	\$ 5000.00	\$ 5,000.00	\$100.00	\$100.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$792.24	\$792.24	\$4,500.00	\$4,500.00
9	SERVICE CONNECTIONS N/O CLEANOUTS	EA	87	\$ 2500.00	\$ 217,500.00	\$440.00	\$37,800.00	\$500.00	\$43,500.00	\$250.00	\$21,750.00	\$420.55	\$36,587.15	\$70.00	\$6,090.00
10	COMMERCE - HOT MIX ASPHALT	TN	25	\$ 1100.00	\$ 27,500.00	\$100.00	\$2,500.00	\$115.00	\$2,875.00	\$270.00	\$6,750.00	\$147.00	\$3,675.00	\$21.50	\$537.50
11	6" DIA SANITARY SEWER MANHOLE	EA	1	\$ 2,000.00	\$ 2,000.00	\$2,650.00	\$2,650.00	\$11,500.00	\$11,500.00	\$2,800.00	\$2,800.00	\$19,600.00	\$19,600.00	\$3,000.00	\$3,000.00
12	SHORNGR. EXTRA EXCAVATION - CLASS A	LS	1	\$ 2,500.00	\$ 2,500.00	\$895.00	\$895.00	\$1,950.00	\$1,950.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,931.64	\$1,931.64
13	REPAIR SIDESEWER	EA	10	\$ 500.00	\$ 5,000.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$900.00	\$9,000.00	\$597.42	\$5,974.20	\$118.00	\$1,180.00
14	CONTROLLED DENSITY FILL - COMMON PROPOSAL	CY	10	\$ 150.00	\$ 1,500.00	\$100.00	\$1,000.00	\$1.00	\$10.00	\$80.00	\$800.00	\$125.00	\$1,250.00	\$1,450.00	\$1,450.00
15	CRUSHED SURFACING, TOP COURSE	TN	30	\$ 18.00	\$ 540.00	\$27.00	\$810.00	\$200.00	\$6,000.00	\$250.00	\$750.00	\$15.61	\$468.30	\$550.00	\$1,650.00
16	CRUSHED SURFACING, BASE COURSE	TN	30	\$ 17.00	\$ 510.00	\$24.00	\$720.00	\$200.00	\$6,000.00	\$230.00	\$690.00	\$16.23	\$486.90	\$580.00	\$1,740.00
17	CONCRETE SIDEWALK	SY	130	\$ 40.00	\$ 5,200.00	\$44.00	\$5,720.00	\$200.00	\$26,400.00	\$42.00	\$5,460.00	\$41.55	\$5,401.50	\$31.30	\$4,069.50
18	CONCRETE DRIVEWAYS	SY	250	\$ 40.00	\$ 10,000.00	\$51.00	\$12,750.00	\$270.00	\$6,750.00	\$530.00	\$13,250.00	\$50.20	\$12,550.00	\$41.50	\$10,375.00
19	CURS AND GUTTER - STANDARD	LF	60	\$ 250.00	\$ 15,000.00	\$17.00	\$1,020.00	\$200.00	\$12,000.00	\$12.00	\$720.00	\$34.85	\$2,091.00	\$10.00	\$600.00
20	SURFACE RESTORATION	LS	1	\$ 5,000.00	\$ 5,000.00	\$1,100.00	\$1,100.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$145.10	\$1,451.00	\$4,500.00	\$4,500.00
21	TRENCH BEDDING AND BACKFILL - COMMON PROPOSAL	TN	11230	\$ 14.50	\$ 162,835.00	\$9.00	\$101,070.00	\$9.00	\$101,070.00	\$15.00	\$168,450.00	\$11.45	\$127,843.50	\$150.00	\$1,680.00
22	USDA CONSTRUCTION SIGN	EA	1	\$ 1,000.00	\$ 1,000.00	\$13,500.00	\$13,500.00	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$717.50	\$717.50	\$1,850.00	\$1,850.00
SUBTOTAL SCHEDULE 3				\$102,240.00		\$431,132.00		\$111,500.00		\$52,780.00		\$68,210.00		\$821.00	
SALES TAX AT 7.5%				\$7,668.00		\$32,747.40		\$8,362.50		\$3,952.50		\$5,111.25		\$6,165.00	
SUBTOTAL SCHEDULE 3 WITH SALES TAX				\$109,908.00		\$463,879.40		\$119,862.50		\$56,732.50		\$73,321.25		\$88,375.00	

BID SCHEDULE 4 - WATER				Engineer's Estimate		Contractor Construction		POW Contracting		Thompson Brothers		Adaptive Orit		Columbi Asphalt	
Item No.	Description	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
3	3/4" SERVICE CONNECTIONS	EA	1	\$ 4000.00	\$ 4,000.00	\$890.00	\$890.00	\$300.00	\$300.00	\$8,000.00	\$8,000.00	\$13,050.00	\$13,050.00	\$21.00	\$21.00
	MOBILIZATION	LS	1	\$ 10,000.00	\$ 10,000.00	\$680.00	\$680.00	\$500.00	\$500.00	\$10,000.00	\$10,000.00	\$646.00	\$6,460.00	\$16,500.00	\$16,500.00
	INSTALL FIRE HYDRANT	EA	2	\$ 3,850.00	\$ 7,700.00	\$3,400.00	\$6,800.00	\$2,500.00	\$5,000.00	\$500.00	\$1,000.00	\$3,537.60	\$7,075.20	\$2,950.00	\$5,900.00
4	1" SERVICE CONNECTIONS	EA	3	\$ 1,000.00	\$ 3,000.00	\$775.00	\$2,325.00	\$400.00	\$1,200.00	\$700.00	\$2,100.00	\$571.11	\$1,713.33	\$1,920.00	\$5,760.00
	INSTALL 1/2" PVC WATER PIPE	LF	1410	\$ 1.00	\$ 1,410.00	\$80.00	\$112,800.00	\$35.00	\$49,350.00	\$31.00	\$43,710.00	\$19.20	\$27,072.00	\$38.40	\$53,952.00
	INSTALL 1/2" PVC WATER PIPE CONNECTIONS	EA	1	\$ 1,000.00	\$ 1,000.00	\$3,300.00	\$3,300.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$1,795.31	\$1,795.31	\$1,565.00	\$1,565.00
7	INSTALL 3/4" POLY WATER PIPE	LF	110	\$ 1.00	\$ 110.00	\$12.00	\$1,320.00	\$10.00	\$1,100.00	\$250.00	\$27,500.00	\$12.99	\$1,428.90	\$110.00	\$12,100.00
	INSTALL 1" POLY WATER PIPE	LF	100	\$ 1.00	\$ 100.00	\$11.00	\$1,100.00	\$100.00	\$11,000.00	\$260.00	\$26,000.00	\$11.51	\$1,151.10	\$930.00	\$9,300.00
	INSTALL 1/2" POLY WATER PIPE	LF	80	\$ 2.00	\$ 1,600.00	\$53.00	\$4,240.00	\$5.00	\$400.00	\$4.00	\$400.00	\$9.39	\$751.20	\$52.00	\$4,160.00
12	8" GATE VALVE	EA	1	\$ 1,000.00	\$ 1,000.00	\$400.00	\$400.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$1,099.24	\$1,099.24	\$5,400.00	\$5,400.00
11	6" GATE VALVE	EA	1	\$ 1,000.00	\$ 1,000.00	\$660.00	\$660.00	\$1,750.00	\$1,750.00	\$1,000.00	\$1,000.00	\$945.96	\$945.96	\$1,110.00	\$1,110.00
13	DECOMMISSION WATER LINE	EA	5	\$ 1,000.00	\$ 5,000.00	\$115.00	\$575.00	\$2,250.00	\$11,250.00	\$1,600.00	\$8,000.00	\$1,099.24	\$1,099.24	\$1,290.00	\$6,450.00
	RECONNECT OR RELOCATE FIRE HYDRANT	EA	1	\$ 250.00	\$ 250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$350.00	\$350.00	\$411.55	\$411.55	\$905.00	\$905.00
15	CONTROLLED DENSITY FILL - COMMON PROPOSAL	CY	10	\$ 150.00	\$ 1,500.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$800.00	\$8,000.00	\$1,492.00	\$14,920.00	\$14,500.00	\$14,500.00
16	TRENCH BEDDING AND BACKFILL (COMMON PROPOSAL)	TN	1780	\$ 14.50	\$ 25,810.00	\$900.00	\$15,920.00	\$900.00	\$15,920.00	\$170.00	\$30,260.00	\$16.14	\$28,852.20	\$15.00	\$26,100.00
SUBTOTAL SCHEDULE 4				\$109,908.00		\$154,325.00		\$121,370.00		\$182,540.00		\$128,038.05		\$18,240.00	
SALES TAX AT 7.5%				\$8,243.10		\$11,574.38		\$9,102.75		\$12,190.50		\$9,602.70		\$13,687.50	
SUBTOTAL SCHEDULE 4 WITH SALES TAX				\$118,151.10		\$165,899.38		\$130,472.75		\$194,730.50		\$137,640.75		\$31,927.50	
SUBTOTAL SCHEDULE 4 WITH SALES TAX				\$118,151.10		\$165,899.38		\$130,472.75		\$194,730.50		\$137,640.75		\$31,927.50	

				Engineer's Estimate		Contractor Construction		POW Contractor		Thompson Brothers		Adaptive Orit		Columbia Asphalt	
SUBTOTAL SCHEDULE 1: BASE 810				\$336,240.00		\$1,92,738.00		\$89,570.00		\$807,738.00		\$910,656.58		\$1,028,686.00	
SUBTOTAL SCHEDULE 2: R/W WAY				\$599,801.00		\$599,801.00		\$579,219.50		\$5815.50		\$654,048.58		\$917,225.00	
SUBTOTAL SCHEDULE 3: SEWER				\$368,382.08		\$469,79.48		\$528,837.13		\$628,503.58		\$503,332.11		\$675,747.00	
SUBTOTAL SCHEDULE 4: WATER				\$115,059.25		\$185,909.38		\$130,472.75		\$174,730.50		\$135,483.75		\$150,756.60	
TOTAL BASE BID				\$1,937,051.33		\$2,827,817.71		\$2,135,899.31		\$2,170,511.05		\$2,204,424.70		\$2,142,550.00	

AGENDA BILL: G2

AGENDA TITLE: PIONEER SURVEYING AND ENGINEERING
CONTRACT FOR THE WCNIP

DATE: MARCH 21, 2016

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____

RESOLUTION _____ OTHER _____

MOTION _____ --=~~X~~'-'-----

EXPLANATION:

See Karl Enyeart's memo attached.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH PIONEER SURVEYING AND ENGINEERING INC FOR CONSTRUCTION ENGINEERING SERVICES OF THE WEST COLUMBUS NEIGHBORHOOD IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$198,210.

Memo

To: Mayor and Council
From: Karl Enyeart, PE, Public Works Director
CC: Larry Bellamy, City Administrator
Date: 3/21/2016
Re: Professional Services Contract with Pioneer Surveying and Engineering, Inc.
for construction engineering services of the West Columbus Neighborhood
Improvement Project.

Attached are:

- Proposal and Contract for Professional Engineering Services
- Exhibit "A" Terms and Conditions, Attachment #1,#2,#3

The total estimated construction engineering cost of \$198,210 falls within the standard allowable fee for construction engineering services. This contract will be billed on an hourly not to exceed basis.

The total estimated construction cost is \$2,135,899. The estimated construction engineering cost is 9.3% of construction costs.

I recommend approval of this contract with Pioneer Surveying and Engineering for construction engineering services on the West Columbus Neighborhood Improvement Project.



Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

ProjectNo: — — — — —

PROPOSAL AND CONTRACT

PROJECT NAME: 2016 WEST COLUMBUS NEIGHBORHOOD PROJECT

DATE: March 1, 2016

SUBMITTED TO: CITY OF GOLDENDALE
FIRM NAME& 1103 S. COLUMBUS AVE.
ADDRESS: GOLDENDALE, WA 98620

PHONE: (509) 773-3771 FAX: (509) 773-9171
EMAIL: kenyeart@ci.goldendale.wa.us CELL:

JOB DESCRIPTION: Construction Phase

JOB LOCATION: GOLDENDALE, WA

CONTACT PERSON: DUSTIN CONROY, PE/PLS

PIONEER SURVEYING AND ENGINEERING, INC. agrees to furnish the following services for the shown compensation amounts:

SEE ATTACHMENT #1 - SCOPE OF WORK
SEE EXHIBIT A, B AND C

CONTRACT AMOUNT: BILLED HOURLY -TOTAL NOT TO EXCEED
\$198,210.00

START DATE: March 2016



Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

See ITEM 6, EXHIBIT "A" in reference to authorization and compensation for EXTRAS.

Payment to be made as follows:

Billings will be made monthly for work performed. Payment for undisputed charges will be due 30 days after receipt of invoice. Interest in the amount 1.5% per month will be charged on any unpaid undisputed balance after 30 days unless prior arraignments have been made.

THIS PROPOSAL AND CONTRACT IS GOVERNED BY THE TERMS AND CONDITIONS ON THE ATTACHED EXHIBIT "A". PLEASE READ.

NOTE: This Proposal may be withdrawn by PIONEER SURVEYING AND ENGINEERING, INC. if not accepted within 30 days.

Authorized
Signature

Title

Date

Acceptance of Proposal: I have read the above prices, specifications and all the terms and conditions printed on the attached EXHIBIT "A" and they are satisfactory and are hereby accepted. PIONEER SURVEYING AND ENGINEERING, INC. is authorized to commence work as specified and agreed to herein. Please sign both copies of the Contract and send one copy back to PIONEER SURVEYING AND ENGINEERING, INC.

Authorized
Signature

Title

Date



Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

EXHIBIT "A" TERMS AND CONDITIONS

SECTION 1. APPROVAL: The acceptance of this proposal constitutes a binding contract between PIONEER SURVEYING AND ENGINEERING, INC. and Purchaser of services (hereinafter referred to as Client), according to all the terms and conditions.

SECTION 2. TERMS OF PAYMENT: Payment for services specified herein will be due and payable 30 days after receipt of invoice unless otherwise specified herein.

Any monies not paid when due under this contract shall bear a Finance Charge at the rate of 1.5% a month on the balance until paid.

SECTION 3. TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the term thereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. Either party may terminate this contract with thirty (30) days' prior written notice to the other. In the event of termination, PIONEER SURVEYING AND ENGINEERING, INC. shall be paid for services performed to the termination notice date plus reasonable termination expenses.

SECTION 4. JOB CONDITIONS: The Client shall give PIONEER SURVEYING AND ENGINEERING, INC. free and unobstructed access at all times to the place where work is to be done.

SECTION 5. DELAYS: PIONEER SURVEYING AND ENGINEERING, INC. shall not be responsible for delays or the inability to complete the services where occasioned by causes of any kind or extent beyond its control.

SECTION 6. EXTRAS: If the Client requests an alteration, modification or deviation from the original Scope of Work the Client agrees to pay the extra costs that occur. PIONEER SURVEYING AND ENGINEERING, INC. shall identify and negotiate with the Client any such changes in Scope prior to commencing work on said changes.

SECTION 7. EXTRA DIRECT EXPENSES: The Client shall pay directly, and on a timely basis, for such items as:

- a. Preliminary and final title certificate.
- b. Any and all application, processing, and recording fees, and review fees associated with the project.
- c. Any Administrative Services Agreement, which may be required by a reviewing agency.
- d. Field investigations, or special studies not performed by the ENGINEER,
- e. Reproduction and "out of pocket" expenses, mileage, equipment rental, etc.
- f. In the event that sales or other professional services taxes are initiated in the State of Washington during the course of this Agreement, Owner agrees to



Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

increase Engineer's compensation accordingly to offset said taxes, unless already included in the maximum price.

SECTION 8. VENUE- ATTORNEY FEE: The Client expressly agrees that should it become necessary for PIONEER SURVEYING AND ENGINEERING, INC. to place this contract in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal and interest due under this contract, the Client shall pay, in addition to the principal and interest due, a reasonable attorney fee and, further, the Client shall pay all costs of the legal action, including but not limited to, filing fees, deposition costs, service fees, payment for witnesses, and court costs.

SECTION 9. COST OPINIONS: Any cost opinions or project economic evaluations provided by PIONEER SURVEYING AND ENGINEERING, INC. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, PIONEER SURVEYING AND ENGINEERING, INC. cannot warrant that bias, ultimate construction cost, or project economics will not vary from these opinions.

SECTION 10. NOTICE OF LIEN: The Client acknowledges that the notice has been given that a mechanic's or materialman's lien may be filed by PIONEER SURVEYING AND ENGINEERING, INC. for materials and services furnished under this contract and that the Client hereby consents that such lien may be filed as security for materials and services furnished to him under this contract. The Client expressly waives all other notice requirements that a lien may be claimed.

SECTION 11. CONSTRUCTION WITHOUT CONSTRUCTION MANAGEMENT SERVICES: The Owner understands that there may be misinterpretations of the Engineer's plans and specifications during construction which may lead to errors and subsequent damages. If the Owner elects to proceed with the work without the Engineer providing construction management services, resident engineering services, or on-site observation services, the Owner agrees to indemnify, hold harmless, and defend the Engineer against any and all claims which may arise out of the acts of the contractor performing work that is not in compliance with the intent of the design documents.

SECTION 12. LIMITATION OF LIABILITY: To the maximum extent permitted by law, PIONEER SURVEYING AND ENGINEERING, INC.'s liability will not exceed the compensation received by PIONEER SURVEYING AND ENGINEERING, INC. under this Agreement plus the limits of any errors and omissions insurance maintained by PIONEER SURVEYING AND ENGINEERING, INC.

SECTION 13. DISPUTES: This Agreement shall be governed by and interpreted under the laws of the State of Washington. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this contract, that the form, venue and jurisdiction in that particular action shall be in Klickitat County, Washington.

SECTION 14. OWNERSHIP OF DOCUMENTS: All drawings, plans, specifications, and other related documents prepared by PIONEER SURVEYING AND ENGINEERING, INC. shall be the property of the Client. Any reuse shall be at the Client's sole risk and the Client shall indemnify and hold harmless PIONEER SURVEYING AND ENGINEERING, INC. for any costs or damages resulting from such reuse.



Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

Attachment #1-- SCOPE OF WORK- 2016 West Columbus Neighborhood Project

Both parties hereto agree that the following constitute project goals, objectives, parameters, and constraints or limitations and establish hereby periodic review procedure by which the parties can mutually evaluate progress and compliance in meeting these criteria:

Provide all construction phase engineering.

- Objectives: Construction Phase Engineering
1. Contract Administration
 2. Construction Bi-Weekly Meetings
 3. Submittal Reviews
 4. Construction Oversight
 5. Construction Staking
 6. Construction Inspection

Note: Estimates of cost for construction engineering are based on a 120-calendar days construction period with one full-time inspector required. If the actual conditions change this assumption a change to the scope of work will be initiated.



Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

Attachment #2- PAYMENT SCHEDULE- SCOPE OF WORK-

2016 West Columbus Neighborhood Project

For the services performed, the Consultant will be paid monthly as charges accrue on a cost plus fixed fee basis. Costs will include direct labor costs, overhead costs, and direct (expense) costs, Charges will include costs incurred during the billing period plus a portion of the fixed fee based on the Consultant's estimate of the percentage of work completed. The cost ceiling (which does not include a fixed fee), which the Consultant will not exceed without this agreement being formally amended in writing, and the fixed fee, which will not be increased except for a written amendment to this agreement increasing the Scope of Work, are listed below for each element of the Scope of Work.



Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

Attachment #3 - PAYMENT SCHEDULE

Tasks		Project Surveyor	Survey Assistant	Licensed Survey	Design Engineer	Project Engineer	Construction Inspector
Construction Phase Engineering							
1	Contract Administration				80	144	
2	Construction Bi-Weekly Meetings				88	44	
3	Submittal Reviews				40	0	
4	Construction oversight				110	144	
5	Construction Staking	140	280	80			
6	Construction Inspection						1040
	Hour Estimate	140	280	80	318	332	1040
	Billing Rate	\$85.00	\$62.00	\$115.00	\$105.00	\$130.00	\$80.00
	Labor Costs	\$11 900.00	\$17 360.00	\$9,200.00	\$33 390.00	\$43,160.00	\$83 200.00
		Total Construction Phase Cost					\$198 210.00

Assume 120 Calendar Days

Fully burdened billing rates include direct salary cost, Overhead, and profit.

AGENDA BILL: G3

AGENDA TITLE: ENGAGEMENT LETTER FOR BOND
COUNSEL SERVICES

DATE: MARCH 21, 2016

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____
RESOLUTION _____ OTHER _____
MOTION _____

EXPLANATION:

As part of the funding for the West Columbus Neighborhood Improvement Project the city is issuing a limited tax general obligation bond in the amount of \$600,000. Foster Pepper is providing the bond counsel services for preparation of the necessary documents that comply with all federal and state requirements.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AN ENGAGEMENT LETTER FOR BOND COUNSEL SERVICES FOR THE ISSUANCE OF A LIMITED TAX GENERAL OBLIGATION BOND IN AN AMOUNT NOT TO EXCEED \$6,500.

FOSTER PEPPER,,,

Direct Phone {509} 777-1.601
Direct Facsimile {800} 533 2202
E-Mail jeff.nave@foster.com

March 14,2016

Larry Bellamy, City Administrator
City of Goldendale
1103 South Columbus
Goldendale, WA 98620

Re: Engagement Letter for Bond Counsel Services Regarding the Issuance of a
Limited Tax General Obligation Bond

Larry:

We appreciate the opportunity to serve as bond counsel to the City of Goldendale, Washington (the "City"). The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City in connection with the issuance of the above-referenced bond (the "Bond") to finance costs of the West Columbus Comprehensive Neighborhood Improvement Project. We understand that the Bond will be issued to evidence a non-revolving line of credit with Cashmere Valley Bank of Cashmere, Washington (the "Bank").

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties: (i) subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bond, the source of payment and security for the Bond, and the excludability of interest on the Bond from gross income for federal income tax purposes; (ii) prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bond, and coordinate the authorization and execution of such documents; and (iii) review legal issues relating to the structure of the Bond issue.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date the Bond is exchanged for the first Draw thereon (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City after the Bond is issued with applicable laws relating to such Bond. During the course of this engagement, we will rely on the City to provide us with complete and timely information on all developments pertaining to any aspect of the Bond and its security. We understand that officials and employees of the City will cooperate with us in this regard.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. In this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel regarding the Bond are limited to those contracted for in this letter. The City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City regarding the Bond will be concluded upon issuance of the Bond. Nevertheless, subsequent to the Closing, we will mail the appropriate Internal Revenue Service Form 8038, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bond.

CONFLICTS

Foster Pepper PLLC represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an *unrelated* matter, one or more of those types of clients. For example, from time to time we serve as counsel to bond purchasers and underwriters, or we represent neighboring governments, or we assist developers in land use or environmental matters. We do not foresee, however, that any such prior or future representation will adversely affect our ability to represent you as provided in this letter, either because such matters were or will be sufficiently different from the issuance of the Bond so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bond. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph. To the extent we believe such future representation may adversely affect our representation of the City, we will disclose such representation to the City and, if required by ethical rules, seek the appropriate City consent. However, the City's consent to our representation of other clients as described in this paragraph does not extend to our firm's lawyers representing a client in any litigation or similar dispute adverse to the City before any court or similar forum. A separate waiver would need to be sought, based on the facts of the relevant dispute.

RECORDS

Upon request, papers and property furnished by you will be returned promptly. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bond; (ii) the duties we will undertake pursuant to this engagement letter; and (iii) the responsibilities we will assume in connection therewith, our fee (including out-of-pocket costs) will be \$6,500. Our fee may increase: (i) if the principal amount of the Bond issue is significantly greater than the current estimate of \$600,000; (ii) if material changes in the structure or schedule of the financing occur; or (iii) if unusual or unforeseen circumstances arise that require a significant increase in our time or responsibility. If, at any time, we believe that circumstances

March 14, 2016
Page 3

require an adjustment of our original fee estimate, we will advise you. Our fee will be paid at the time of Closing of the Bond. If for any reason, however, the financing represented by the Bond is completed without the delivery of our Bond Opinion as bond counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates for time actually spent on your behalf; provided that, (i) we submit a billing statement to the City that describes the time, legal services and expenses incurred on your behalf, and (ii) such compensation shall not exceed the amount of the fee that would have been paid had the Bond closed with our Bond Opinion.

If the foregoing terms are acceptable, the Mayor should sign and date two copies. Please return one copy to me and the remaining copy should be retained in the City's files. We look forward to working with you.

FOSTER LLC
JJik
d)ffreC. Nave

Accepted and approved this ____ day of March, 2016.

CITY OF GOLDENDALE, WASHINGTON

Mayor

cc: City Attorney

AGENDA BILL: H1

AGENDA TITLE: SURPLUS PROPERTY DECLARATION

DATE: MARCH 21, 2016

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____

RESOLUTION _____ OTHER _____

MOTION _____ : X: _____

EXPLANATION:

The Police Department has identified three vehicle it wishes to declare surplus and to dispose of the same using an advertisement and sealed bid approach.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ADOPT RESOLUTION NO. 652 AUTHORIZING THE SALE OF SURPLUS PROPERTY USING THE ADVERTISEMENT AND SEALED BID APPROACH.

CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON

RESOLUTION NO. 652

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

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

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

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

The personal property listed in Exhibit A is hereby declared surplus to the needs
of the City of Goldendale and may sold using the advertisement and sealed bid
approach.

PASSED, ADOPTED AND APPROVED this 21st day of March, 2016.

CITY COUNCIL OF THE CITY OF
GOLDENDALE, WASHINGTON

By: _____
Michael Canon, Mayor

ATTEST: _____
Connie Byers, Clerk-Treasurer



® [1] [ID] [ID&] [Lrn]
POLICE DEPARTMENT

P.O. Box 1176
1505 S. Grant
Goldendale, WA 98620

Phone: (509) 773-3780

Fax: (509) 773-3789

Memo

03-08-2016

To: Mayor Cannon and City Council
From: Chief Bartkowski
Subject: Declaration of Surplus Vehicles

I am asking that the following vehicles be surplus by the means of a sealed bid to be conducted at the back parking lot of the Goldendale City Hall. The Goldendale Police Department will be surplus the following equipment and vehicles:

VEHICLES

	Make	Plate	VIN	Est. Value	Color
1.	1999 Chevrolet Camaro DRUG FUND	WA-AGZ6838	2G1FP22K2X210067	\$500.00	WHITE
2.	2002 Ford Crown Victoria GENERAL FUND	WA-19161D	2FAFP71W02X131263	\$500.00	GREEN
3.	1999 Ford Explorer GENERAL FUND	WA-32159D	1FMDU34X8XUC31600	\$500.00	WHITE

There is no other City of Goldendale Department that could use this equipment that is located at the City of Goldendale Impound Yard. It has been determined that these vehicles and computers should be sold to the general public by the means of a sealed bid.

AGENDA BILL: 11

AGENDA TITLE: FIRST READING FOR ORDINANCE
ESTABLISHING THE GENERAL
OBLIGATION BOND

DATE: MARCH 21, 2016

ACTION REQUIRED:

ORDINANCE_____ COUNCIL INFORMATION_____X=-----
RESOLUTION._____ OTHER_____

MOTION_____.: X=-----

EXPLANATION:

As part of the funding package for the WCNIP the city is issuing the sale of limited tax general obligation bond in the max principal amount of \$600,000 through Cashmere Valley Bank. This GO Bond must be adopted by ordinance and it is requested that the ordinance be accepted for its first reading.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO ACCEPT THE ORDINANCE ESTABLISHING THE ISSUANCE OF SALE OF A LIMITED TAX GENERAL OBLIGATION BOND IN THE AMOUNT OF \$600,000 THROUGH CASHMERE VALLEY BANK FOR ITS FIRST READING.

CITY OF GOLDENDALE, WASHINGTON

ORDINANCE NO. — —

AN ORDINANCE of the City of Goldendale, Washington, establishing a line of credit and providing for the issuance and sale of a limited tax general obligation bond in the maximum principal amount of \$600,000 to evidence the line of credit to be used to finance capital improvements; creating and adopting certain accounts; fixing the form, covenants and terms of the bond; providing for delivery thereof to Cashmere Valley Bank of Cashmere, Washington; and providing for other matters properly relating thereto.

THE CITY COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Definitions. The words and phrases set forth in this ordinance with initial capitalization shall have the respective meanings ascribed to such words and phrases in this section unless the context clearly requires otherwise.

- (a) *"Administrator"* means the City Administrator.
- (b) *"Authorized Officers"* shall mean the Administrator or the Treasurer.
- (c) *"Ban!C"* means Cashmere Valley Bank of Cashmere, Washington.
- (d) *"Bank Offer"* means the Bank's offer to extend a non-revolving line of credit, in the form of a limited tax general obligation bond, to the City, and to accept the Bond under the terms and conditions provided in the Bank Offer as further set forth in this ordinance.
- (e) *"Bond"* means the limited tax general obligation bond authorized by Section 3 of this ordinance in the maximum principal amount of \$600,000.
- (f) *"Bond Account"* means the Limited Tax General Obligation Bond Account, 2016, of the City created pursuant to Section 6 of this ordinance for the payment of the principal of and interest on the Bond.
- (g) *"Bond Register"* means the registration records for the Bond maintained by the Bond Registrar.
- (h) *"Bond Registrar"* means the Treasurer.
- (i) *"City"* means the City of Goldendale, Washington, a municipal corporation duly organized and existing under the laws of the State.

U) *"Clerk"* means the de facto or de jure Clerk of the City, or other officer of the City who is the custodian of the seal of the City and of the records of the proceedings of the Council, and her successors in functions, if any.

(k) *"Code"* means the United States Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder.

(l) *"Construction Account"* means the project account created within the General Fund pursuant to Section 5 of this ordinance for the purpose of paying costs of accomplishing the Project.

(m) *"Council"* means the legislative authority of the City, as duly and regularly constituted from time to time.

(n) *"Date of Delivery"* means the date of the delivery of the Bond to the Bank.

(o) *"Draw"* shall have the meaning given such term in Section 3(b) of this ordinance.

(p) *"First Rate Reset Date"* means December 1, 2021, or the next earlier business day if December 1, 2021, is not a business day.

(q) *"Interest Rate"* means 65.01% of the previous monthly average of the 5-year interest rate swap as published in the Selected Interest Rates – H.15 release by the Board of Governors of the Federal Reserve System, plus 1.45%.

(r) *"Maturity Date"* means December 1, 2031.

(s) *"Mayor"* means the de facto or de jure Mayor of the City (including the Mayor pro tempore in the Mayor's absence), or any presiding officer or titular head of the City, and his successors in functions, if any.

(t) *"Outstanding Principal Balance"* means the sum of all Draws, less the sum of all principal payments on the Bond made by the City.

(u) *"Project"* means the construction and installation of streets, sidewalks, curbs, gutters, storm drains and catch basins within the project commonly known as the West Columbus Comprehensive Neighborhood Improvement Project.

(v) *"RCW"* means the Revised Code of Washington.

(w) *"Registered Owner"* means the entity or person named as registered owner of the Bond on the Bond Register, initially the Bank.

(x) *"Second Rate Reset Date"* means December 1, 2026, or the next earlier business day if December 1, 2026, is not a business day.

(y) *"State"* means the State of Washington.

(z) *"Treasurer"* means the de facto or de jure Treasurer of the City, and her successors in functions, if any.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Authority; Plan of Financing.* Pursuant to applicable law, including without limitation RCW 35.22.280(7), 35.37.050, 35.68.010, 35A.11.030, 35A.40.010, and chapters 35.67 and 35.92 RCW, the City is authorized to issue general obligation bonds for the purpose of financing the Project. The maximum total expected cost of the Project is approximately \$600,000, and the City does not have available sufficient cash to pay such cost. The Council deems it to be in the best interest of the City that the City borrow money and issue the Bond for the purpose of providing the funds with which to pay costs of accomplishing the Project, and the Bank has offered to accept the Bond under the terms set forth in this ordinance.

(b) *Debt Capacity.* The maximum amount of indebtedness authorized by this ordinance is \$600,000. Based on the following facts, this amount is within the amount permitted to be issued by the City for general municipal purposes without voter approval:

(1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2016 is \$_____.

(2) Assuming the Bond is issued in the maximum authorized amount, the City would have outstanding general indebtedness evidenced by limited tax general obligation bonds, notes, leases and conditional sales contracts in the principal amount of \$_____ incurred within the constitutional limit of up to 11% of the value of the taxable property within the City permitted for general municipal purposes without a vote of the qualified voters therein.

(3) [The City has no unlimited tax general obligation indebtedness outstanding.][The City has unlimited tax general obligation bonds outstanding in the principal amount of \$_____, which, when added to the amount specified in Section 2(b)(2), is less than 12% of the value of the taxable property within the City for capital purposes only.]

Section 3. Purpose, Authorization and Description of the Bond.

(a) For the purpose of providing the money required to accomplish the Project, the City is hereby authorized to establish a non-revolving line of credit, and issue and sell the Bond to evidence such line. The Bond shall be designated the City of Goldendale, Washington, Limited Tax General Obligation Bond, 2016 (Non-Revolving Line of Credit) (the "Bond") and be issued in the maximum principal amount of \$600,000. The Bond shall be dated the Date of Delivery; shall mature on the Maturity Date; shall be issued in fully registered form as to both principal and interest on the Bond Register; and shall be numbered R-1, with any additional designation as the Bond Registrar deems necessary for purposes of identification.

(b) The City may make incremental draws upon the Bond (the "Draws") on any business day to and including November 30, 2016, to pay costs of accomplishing the Project. Unless otherwise approved by the Bank, each Draw must be in an amount greater than or equal to \$25,000. Draws shall be recorded on the Draw Record attached to the Bond, or in such other form as the City and the Bank may agree. Draws requested prior to 11:00 a.m. Pacific Time and

confirmed by the Bank will be funded on that business day. Draws are not subject to approval by the Bank, but shall be limited to an aggregate principal amount of \$600,000.

(c) From the Date of Delivery to (but not including) the First Rate Reset Date, the Outstanding Principal Balance shall bear interest at the Interest Rate calculated as of the Date of Delivery. From the First Rate Reset Date to (but not including) the Second Rate Reset Date, the Outstanding Principal Balance shall bear interest at the Interest Rate calculated as of the First Rate Reset Date. From the Second Rate Reset Date to the Maturity Date, the Outstanding Principal Balance shall bear interest at the Interest Rate calculated as of the Second Rate Reset Date. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(d) Interest on the Outstanding Principal Balance shall be payable on June 1, 2016 and December 1, 2016. Thereafter, principal of and interest on the Outstanding Principal Balance shall be payable on each June 1 and December 1, commencing June 1, 2017, to and including the Maturity Date or earlier prepayment of the Bond, and will be structured to provide approximately equal semiannual installments to amortize the Outstanding Principal Balance, based on the applicable Interest Rate. An amortization schedule will be calculated by the Registered Owner on December 1, 2016, and recalculated on the First Rate Reset Date and the Second Rate Reset Date and provided to the City within seven business days of each such calculation or recalculation. The final installment payment of principal of and interest on the Bond, whether on the Maturity Date or upon prepayment, shall be in an amount equal to the Outstanding Principal Balance and interest due on the Bond. The life of the Project to be financed with the proceeds of the Bond exceeds the term of the Bond.

Section 4. Designation of Officer to Make Draws. The Council has determined it to be in the best interest of the City that the Authorized Officers, or such other person(s) as they may designate, be and hereby are severally authorized to make Draws in the amounts and at the times as either of such officials may determine hereafter, such Draws to be made in accordance with the terms and provisions set forth herein. The Bank shall incur no liability to the City or to any other person in acting upon any written communication which the Bank believes in good faith to have been given by an official authorized to borrow on behalf of the City, or otherwise acting in good faith in making Draws pursuant to this ordinance.

Section 5. Construction Account; Deposit of Bond Proceeds. There is hereby created within the City's General Fund a project account known as the Construction Account. The principal proceeds received as a result of Draws on the Bond shall be paid into the Construction Account and used to pay costs of accomplishing the Project. Interest earnings on Draws, if any, shall be retained in the Construction Account and used to pay costs of accomplishing the Project.

Section 6. Bond Account. A special fund or account of the City known as the Limited Tax General Obligation Bond Account, 2016, or such other designation conforming to accounting practices (the "Bond Account") is hereby authorized to be created and shall be drawn upon for the sole purpose of paying principal of and interest on the Bond. All money of the City allocated to the payment of the principal of and interest on the Bond shall be transferred to the Bond Account at least one day prior to each installment payment date.

Section 7. Appointment of Bond Registrar; Registration and Transfer of Bond.

(a) The Treasurer is hereby appointed and designated to serve as the Bond Registrar. The Bond Registrar shall keep, or cause to be kept, at its office, sufficient books for purposes of registering the name, mailing address and taxpayer identification number of the Registered Owner of the Bond, and for registering any transfer of Bond ownership. The books and records maintained by the Bond Registrar for such purpose shall be considered the Bond Register for purposes of this ordinance. The Bond Register shall at all times be open to inspection by the City. In addition to maintaining the Bond Register, the Bond Registrar is authorized and directed to perform the following duties with respect to the Bond: (i) to authenticate the Bond upon the initial issuance thereof by executing the Certificate of Authentication contained thereon; (ii) to authenticate and deliver any Bond that is transferred in accordance with the provisions thereof and this ordinance; (iii) to serve as the City's paying agent for the Bond; (iv) to imprint on each Bond transferred or exchanged pursuant to this ordinance the name of the Registered Owner, the maximum principal amount of the Bond, the Interest Rate, and the Maturity Date; (v) to cancel the Bond returned to the Bond Registrar upon the payment in full thereof by punching holes through the signatures on the Bond and by writing clearly across the face of the Bond the word "cancelled"; and (vi) to carry out all of the Bond Registrar's duties otherwise described in this ordinance and to comply fully with all applicable federal and State laws and regulations respecting the carrying out of those duties. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bond.

(b) The Bond may be assigned or transferred only in whole and only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. The Bank will not transfer the Bond to a subsequent investor unless the Bank causes such investor to receive such information regarding the City and the Bond as is necessary to comply with Rule 10b-5 of the Securities and Exchange Commission. Any assignment or transfer shall be without cost to the Registered Owner or transferee and shall be noted in the Bond Register.

Section 8. Form and Execution of the Bond.

(a) The Bond shall be prepared in a form consistent with the provisions of this ordinance and State law, shall be signed by the Mayor and Clerk, either or both of whose signatures may be manual or in facsimile, and shall have the seal of the City (or facsimile reproduction thereof) impressed or printed thereon.

(b) The Bond shall not be valid or obligatory for any purpose, or entitled to the benefits of this ordinance, unless it bears a certificate of authentication manually signed by the Bond Registrar stating: "This Bond is the fully registered City of Goldendale, Washington, Limited Tax General Obligation Bond, 2016 (Non-Revolver Line of Credit), described in the Bond Ordinance." A minor deviation in the language of such certificate shall not void a certificate of authentication that otherwise is substantially in the form of the foregoing. The authorized signing of a certificate of authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

(c) If any officer whose signature appears on the Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her signature is authenticated or delivered by the Bond Registrar or issued by the City, that Bond nevertheless may be authenticated, delivered and issued and, when authenticated, delivered and issued, shall be as binding upon the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed and attested on behalf of the City by any person who, on the actual date of the signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on the date of issuance of the Bond.

Section 9. Payment of the Bond. The installments of principal of and interest on the Bond shall be payable in lawful money of the United States of America and shall be paid by electronic transfer, unless payment by check or draft of the Bond Registrar is permitted by the Registered Owner, and sent to the Registered Owner so that such Registered Owner receives said payments when due at the address appearing on the Bond Register. Upon receipt of the final installment payment of principal of and interest on the Bond, whether on the Maturity Date or upon prepayment, the Registered Owner shall present and surrender the Bond to the Bond Registrar to be destroyed or cancelled in accordance with law. The City and the Bond Registrar may deem and treat the Registered Owner of the Bond as the absolute owner of the Bond for the purpose of receiving payment of principal and interest and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary other than proper notice of assignment or transfer.

Section 10. Prepayment. The City reserves the right to prepay the Outstanding Principal Balance in whole or in part, on any business day, with no prepayment penalty. The City will notify the Registered Owner in writing at least 15 days in advance of its intent to prepay. Any prepayments shall be applied first to accrued and unpaid interest and then applied to reduce the Outstanding Principal Balance. At any time there is a partial prepayment, the remaining semiannual installment payments shall be recalculated as mutually agreed upon, in writing, by the City and the Registered Owner to reflect either a reduction in the semiannual installment payment amount, or an earlier maturity date of the Bond. Within seven business days following a partial prepayment, the Registered Owner shall provide the City with a recalculated amortization schedule.

Section 11. Failure to Pay Installments; No Acceleration. If any installment of principal is not paid when due, the City shall be obligated to pay interest on that installment at the applicable Interest Rate until that installment, together with interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Account, or in a trust account established to refund or defease the Bond, and the principal represented by such installment has been called for payment by giving notice of that call to the Registered Owner. The Bond is not subject to acceleration upon the occurrence of a payment default.

Section 12. Pledge of Taxes. The Bond constitutes a general indebtedness of the City and is payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bond. For as long as there is an Outstanding Principal Balance, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law

without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bond as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bond and such pledge shall be enforceable in mandamus against the City.

Section 13. Tax Covenants.

(a) Preservation of Tax Exemption for Interest on the Bond. The City covenants that it will take all actions necessary to prevent interest on the Bond from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bond or other funds of the City treated as proceeds of the Bond at any time during the term of the Bond which will cause interest on the Bond to be included in gross income for federal income tax purposes.

(b) Designation of the Bond as a "Qualified Tax-Exempt Obligation." The City designates the Bond as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code, and makes the following findings and determinations:

(1) the Bond does not constitute a "private activity bond" within the meaning of Section 141 of the Code;

(2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Bond is issued will not exceed \$10,000,000; and

(3) the amount of tax-exempt obligations, including the Bond, designated by the City as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Bond is issued does not exceed \$10,000,000.

(c) Compliance Policies. The Council hereby adopts the post-issuance compliance policies and procedures for tax-exempt obligations attached hereto as Exhibit A in connection with the Bond and the City's other tax-exempt obligations.

Section 14. Approval of Bank Offer; Authorization of City Officials. The Bank has presented the Bank Offer, which written Bank Offer is on file with the Clerk and is incorporated herein by this reference. The Council finds that accepting the Bank Offer is in the City's best interest and therefore accepts the same. A fee in the amount of \$500 shall be withheld by the Bank from the first Draw. The Bond will be printed at City expense and will be delivered to the Bank in accordance with the Bank Offer, together with the approving legal opinion of Foster Pepper PLLC, municipal bond counsel, regarding the Bond. The Mayor, the Clerk, the Authorized Officers, or such other person(s) as they may designate, are severally authorized and directed to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this

ordinance, and to do everything necessary for the prompt delivery of the Bond to the Bank and for the proper application and use of the proceeds of the Draws made pursuant to the Bond.

Section 15. Reporting Requirements. For so long as there is an Outstanding Principal Balance, and the Bond is held by the Bank, the City shall submit its annual financial reports to the Bank along with such additional information as the Bank may reasonably request.

Section 16. Governing Law. The Bond shall be governed and interpreted according to State laws. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of the Bank under federal law.

Section 17. Ratification and Severability. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 18. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Goldendale, Washington, this ____ day of March, 2016, at a regular open public meeting thereof.

CITY OF GOLDENDALE, WASHINGTON

Mayor

ATTEST:

City Clerk

(SEAL)

Exhibit A

**City of Goldendale, Washington
Post-Issuance Compliance Policies and Procedures for Tax-Exempt Obligations**

1. Purpose. The purpose of these post-issuance compliance policies and procedures ("Compliance Policy") for tax-exempt obligations issued by the City of Goldendale, Washington (the "City") is to ensure that the City will be in compliance with requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied with respect to tax-exempt notes, bonds and other obligations (collectively, "bonds") after such bonds are issued so that interest on the bonds will be and remain tax-exempt.

2. Responsibility for Monitoring Post-Issuance Tax Compliance. The City Council has the overall, final responsibility for monitoring whether the City is in compliance with post-issuance federal tax requirements for the bonds. However, the City Council assigns to the City Administrator (the "Administrator") the primary operating responsibility to monitor the City's compliance with post-issuance federal tax requirements for the bonds.

3. Arbitrage Yield Restriction and Rebate Requirements. The Administrator shall maintain or cause to be maintained records of:

(a) purchases and sales of investments made with bond proceeds (including amounts treated as "gross proceeds" of bonds under Section 148 of the Code) and receipts of earnings on those investments;

(b) expenditures made with bond proceeds (including investment earnings on bond proceeds) for the governmental purposes of the bonds, such as for the costs of purchasing, constructing and/or renovating property and facilities;

(c) information showing, where applicable for a particular calendar year, that the City was eligible to be treated as a "small issuer" in respect of bonds issued in that calendar year because the City did not reasonably expect to issue more than \$5,000,000 of tax-exempt bonds in that calendar year;

(d) calculations that will be sufficient to demonstrate to the Internal Revenue Service ("IRS") upon an audit of a bond issue that, where applicable, the City has complied with an available spending exception to the arbitrage rebate requirement in respect of that bond issue;

(e) calculations that will be sufficient to demonstrate to the IRS upon an audit of a bond issue for which no exception to the arbitrage rebate requirement was applicable that the rebate amount, if any, that was payable to the United States of America in respect of investments made with gross proceeds of that bond issue was calculated and timely paid with Form 8038-T timely filed with the IRS; and

(f) information and records showing that investments held in yield-restricted advance refunding or defeasance escrows for bonds, and investments made with unspent bond proceeds after the expiration of the applicable temporary period, were not invested in higher-yielding investments.

4. Restrictions on Private Business Use and Private Loans. The Administrator shall educate and inform the heads of those departments of the City (the "users") for which land, buildings, facilities and equipment ("property") are financed with proceeds of bonds about the restrictions on private business use that apply to that property after the bonds have been issued, and of the restriction on the use of proceeds of bonds to make or finance any loan to any person other than a state or local government unit.

In particular, following the issuance of bonds for the financing of property, the Administrator shall provide to the users of the property (other than members of the general public, to the extent they have no contract or special legal entitlement to use the property) a copy of this Compliance Policy and other appropriate written guidance advising that:

(a) "private business use" means use by any person other than a state or local government unit, including business corporations, partnerships, limited liability companies, associations, nonprofit corporations, natural persons engaged in trade or business activity, and *the United States of America and any federal agency*, as a result of ownership of the property or use of the property under a lease, management or service contract (except for certain "qualified" management or service contracts), output contract for the purchase of electricity or water, privately sponsored research contract (except for certain "qualified" research contracts), "naming rights" contract, "public-private partnership" arrangement, or any similar use arrangement that provides special legal entitlements for the use of the bond-financed property;

(b) under Section 141 of the Code, no more than 10% of the proceeds of any tax-exempt bond issue (including the property financed with the bonds) may be used for private business use, of which no more than 5% of the proceeds of the tax-exempt bond issue (including the property financed with the bonds) may be used for any "unrelated" private business use—that is, generally, a private business use that is not functionally related to the governmental purposes of the bonds; and no more than *the lesser* of \$5,000,000 or 5% of the proceeds of a tax-exempt bond issue may be used to make or finance a loan to any person other than a state or local government unit;

(c) before entering into any special use arrangement with a nongovernmental person that involves the use of bond-financed property, the City user must consult with the Administrator, provide the Administrator with a description of the proposed nongovernmental use arrangement, and determine whether that use arrangement, if put into effect, will be consistent with the restrictions on private business use of the bond-financed property;

(d) in connection with the evaluation of any proposed nongovernmental use arrangement, the Administrator should consult with nationally recognized bond counsel to the City as may be necessary to obtain federal tax advice on whether that use arrangement, if put into effect, will be consistent with the restrictions on private business use of the bond-financed property, and, if not, whether any "remedial action" permitted under Section 141 of the Code may be taken by the City as a means of enabling that use arrangement to be put into effect without adversely affecting the tax-exempt status of the bonds that financed the property; and

(e) the Administrator and the City user of the property shall maintain records of such nongovernmental uses, if any, of bond-financed property, including copies of the pertinent leases, contracts or other documentation, and the related determination that those nongovernmental uses are not inconsistent with the tax-exempt status of the bonds that financed the property.

5. Records to be Maintained for Tax-Exempt Bonds. It is the policy of the City that, unless otherwise permitted by future IRS regulations or other guidance, written records (which may be in electronic form) will be maintained with respect to each City bond issue for as long as those bonds remain outstanding, plus three years. For this purpose, the bonds include refunding bonds that refund the original bonds and thereby refinance the property that was financed by the original bonds.

The records to be maintained are to include:

- (a) the official Transcript of Proceedings for the original issuance of the bonds;
- (b) records showing how the bond proceeds were invested, as described in 3(a) above;

(c) records showing how the bond proceeds were spent, as described in 3(b) above, including property purchase and construction contracts, progress payment requests, invoices, cancelled checks, payment of bond issuance costs, and records of "allocations" of bond proceeds to make reimbursement for project expenditures made before the bonds were actually issued;

(d) information, records and calculations showing that, with respect to each bond issue, the City was eligible for the "small issuer" exception or one of the spending exception to the arbitrage rebate requirement or, if not, that the rebate amount, if any, that was payable to the United States of America in respect of investments made with gross proceeds of that bond issue was calculated and timely paid with Form 8038-T timely filed with the IRS, as described in 3(c), (d) and (e) above; and

(e) records showing that special use arrangements, if any, affecting bond-financed property made by the City with nongovernmental persons, if any, are consistent with applicable restrictions on private business use of property financed with proceeds of tax-exempt bonds and restrictions on the use of proceeds of tax-exempt bonds to make or financed loans to any person other than a state or local government unit, as described in 4 above.

The basic purpose of the foregoing record retention policy for the City's tax-exempt bonds is to enable the City to readily demonstrate to the IRS upon an audit of any tax-exempt bond issue that the City has fully complied with all federal tax requirements that must be satisfied after the issue date of the bonds so that interest on those bonds continues to be tax-exempt under Section 103 of the Code.

6. Education Policy With Respect to Federal Tax Requirements for Tax-Exempt Bonds. It is the policy of the City that the Administrator and the heads of those City departments for which land, buildings, facilities and equipment are financed with proceeds of tax-exempt bonds should be provided with education and training on federal tax requirements applicable to tax-exempt bonds. The City recognizes that such education and training is vital as a means of ensuring that the City remains in compliance with those federal tax requirements in respect of its bonds. The City therefore will enable and encourage, to the extent the City can afford to do so, those personnel to attend and participate in the educational and training programs offered by, among others, the Washington Public Treasurers Association and the Washington Finance Officers Association with regard to the federal tax requirements applicable to tax-exempt bonds.

CERTIFICATION

I, the undersigned, City Clerk of the City of Goldendale, Washington (the "City"), hereby certify as follows:

1. The foregoing Ordinance No. ____ (the "Ordinance") is a full, true and correct copy of the Ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on March __, 2016, as the Ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after the publication of its summary in the City's official newspaper.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand this day of March, 2016.

CITY OF GOLDENDALE, WASHINGTON

City Clerk

(SEAL)

AGENDA BILL: 12

AGENDA TITLE: SECOND READING FOR ESTABLISHMENT
OF A PUBLIC ZONING DISTRICT

DATE: MARCH 21, 2016

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____:X....._
RESOLUTION _____ OTHER _____
MOTION _____:X....._

EXPLANATION:

At the request of the WA State Parks Department, in particular the Observatory, the city was asked to consider adoption of a zoning district called "Public District". Staff found that Klickitat County utilizes a Public District zoning classification primarily for School District property located in the unincorporated areas in the county. This Ordinance was reviewed by the Ordinance Committee, only minor changes were recommended. This new zoning district will be utilized at some later date when the Observatory provides their long term plans.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

**I MOVE TO ACCEPT ORDINANCE NO. 1461 ESTABLISHING A PUBLIC DISTRICT
ZONING CODE.**

CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON

ORDINANCE NO. 1461

AN ORDINANCE OF THE CITY OF GOLDENDALE, WASHINGTON, AMENDING
GMC CHAPTER 17 PROVIDING FOR A NEW ZONE CALLED PUBLIC DISTRICT
(PO)

WHEREAS, the City Council of the City of Goldendale, Washington desires to amend
the Goldendale Municipal Code by adding a new section to its zoning code, NOW
THEREFORE,

THE CITY COUNCIL OF THE CITY OF GOLDENDALE DOES ORDAIN THAT GMC
17 IS HEREBY AMENDED TO ADD A NEW SECTION TO CHAPTER 17 TO READ
AS FOLLOWS:

SECTION 1:

Section 17.39 Public District Zone (PO)

Section 17.39.010	Purpose
Section 17.39.020	Long Range Development Plan required
Section 17.39.030	Principal Uses Permitted Outright
Section 17.39.040	Conditional Uses
Section 17.39.050	Density Provisions
Section 17.39.060	Accessory Uses

17.32.010 Purpose

The purpose of the public district zone is to provide areas for the creation, protection and enhancement of public uses on publicly owned lands which serve community or governmental functions and to provide restrictions to minimize the effect of such uses on surrounding uses. This district is intended to allow the public service providers and governmental agencies the assurance that those publicly owned sites identified through long range and capital improvement planning will be available in the future when they are needed.

17.32.020 Long Range Development Plan Required

Any site with a lot area exceeding 40,000 sq. ft. shall submit for approval by the city council the long range development plans prior to the issuance of a building permit for new construction within the district. The planning department shall study each request to establish a new use and may attach reasonable stipulations to the approval to assure that any adverse impacts of the public use upon adjoining land uses will be mitigated. These stipulations may encompass, but may not necessarily be limited to: landscaping, berming, fencing, screening, off street parking, external lighting, access points, and traffic circulation.

17.39.030 Principal Uses Permitted Outright

1. Public Schools.
2. Public Parks
3. Public utilities including wells, water storage tanks and sanitary sewer pump stations.
4. Governmental offices.
5. Museums.
6. Police and fire stations.
7. Expansion of an existing public use.

17.39.040 Conditional Uses

1. Cemeteries.
2. Governmental shops and maintenance facilities and yards.

3. Caretaker dwelling
4. Other uses the Board of Adjustment judges to be no more detrimental to the adjacent properties than, and of the same type and character as, those uses permitted outright.

17.39.050 Density Provisions

1. The minimum lot area shall be that necessary for the intended uses(s) and respective minimum yard depth.
2. Minimum yard requirements shall be those of the adjacent zoning district unless otherwise stipulated by the fire chief of the respective fire district or the county fire marshal or designee.
3. The maximum building height shall be 35 feet.

17.39.060 Accessory Uses

1. Accessory uses in the Public District zone shall be those uses and structures customarily incidental to a principal use permitted outright.

Section 2: That this ordinance shall take effect and be enforced from and after 5 days after its publication in the official city paper.

PASSED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE this 21st day of March, 2016.

Michael Canon

Mayor

ATTEST:

Connie Byers

Clerk-Treasurer

APPROVED AS TO FORM ONLY:

City Attorney