

**GOLDENDALE CITY COUNCIL  
REGULAR MEETING  
SEPTEMBER 6, 2022  
7:00 PM**

**NOTE: THIS MEETING IS BEING HELD IN PERSON OR CAN BE ACCESSED REMOTELY BY TELEPHONE AND ZOOM VIDEO. TO PARTICIPATE VIA ZOOM, YOU WILL NEED TO CALL 415-762-9988. THE MEETING ID NUMBER IS 373 290 5204. YOU WILL BE ABLE TO CALL IN AT 6:45. YOU CAN FIND THE INSTRUCTIONS FOR ZOOM ON THE WEBSITE.**

- 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. Bulk Water Station
  - 2. Smart Street Light Management & Maintenance Options
- H. Resolutions
  - 1. Resolution 723 Amending Resolution 604
- I. Ordinances
- J. Report of Officers - Council, Mayor
- K. Public Comment – 3 Minute Limit (If you are going to be more than 3 minutes, please request a presentation for the following council meeting)
- L. Executive Session
- M. Adjournment

**NEXT REGULAR COUNCIL MEETING WILL BE ON SEPTEMBER 19, 2022 AT 7:00 PM.**

**AGENDA TITLE:    CONSENT AGENDA**

**DATE:**                    **September 6, 2022**

**ACTION REQUIRED:**

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

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

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

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**EXPLANATION:**

The consent agenda includes the following:

Minutes of the August 15, 2022 regular council meeting, second pay period August checks #56016 – 56023, 901494 – 901495, Direct Deposit 8/25/2022 in the amount of \$117,360.60, September 6, 2022 claims checks #56015, 56024 – 56068, 901497 - 901498 in the amount of \$484,770.24.

**FISCAL IMPACT:**

Payroll checks in the amount of \$117,360.60, claims checks in the amount of \$484,770.24.

**ALTERNATIVES:**

Approve the consent agenda.

Remove certain items from the consent agenda for further discussion.

**STAFF RECOMMENDATION:**

Approve the consent agenda

**MOTION:**

**I MOVE TO APPROVE THE CONSENT AGENDA.**

**GOLDENDALE CITY COUNCIL  
REGULAR MEETING  
August 15, 2022  
7:00 PM**

Mayor Pro Tem Andy Halm called to order the regular meeting of the Goldendale City Council followed by the Pledge of Allegiance.

**ROLL CALL**

**Council Present:** Mayor Pro Tem Andy Halm (not voting), Council Member Ellie Casey, Council Member Dave Jones, Council Member Miland Walling, Council Member Steve Johnston, Council Member Loren Meagher (via zoom)

**Staff Present (Not Voting):** City Administrator Patrick Munyan, Assistant Fire Chief Steven Randall, Police Chief Jay Hunziker, Clerk Treasurer Sandy Wells

**Motion:** I move to excuse Council Member Filiberto Ontiveros, **Action:** Motion, **Moved by** Council Member Miland Walling, **Seconded by** Council Member Ellie Casey  
Motion Passed Unanimously

**AGENDA AND CONSENT AGENDA**

**Motion:** I move to approve the agenda and consent agenda, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Dave Jones.  
Motion Passed Unanimously.

**DEPARTMENT REPORTS**

**Assistant Fire Chief Steven Randall**, the Goldendale Fire Department is currently at 112 calls for the year. The Fire Department hasn't had too many fire calls yet this year and considering the dry weather we are having right now; we encourage people to be safe.

**City Administrator and Public Works Director Patrick Munyan**, Pat gave the council an update on Byars Street project. The crew is painting cross walks this week. I am finishing up with Dustin Conroy to finish up with the TIB Grant. The public works crew is updating some of the park playground equipment.

**Police Chief Jay Hunziker**, the Goldendale Police Department will be over on our overtime budget. We have a few officers out sick, one on paternity leave, and we are down two officers. So we are using a lot of overtime. Since the last council meeting, we have had 158 cases. We have two potential lateral hires.

## COUNCIL BUSINESS

**Smart Street light Management and Maintenance Options by Pat Munyan**, in 2017 the City of Goldendale purchased and installed Lumewave smart streetlights. Lumewave no longer exists making it difficult to find replacement parts and propriety software support. Dhyen Technologies can supply the city with the needed software and parts support. Dhyen has provided city two quote options for tech and parts support. The two quotes range from \$8884.00 to \$53,380.00. Staff recommends selecting one of the options. After explanation of the options from Dylan, the City Council will need to determine which option they wish to proceed with.

The council would like a recommendation from a street light committee and the members are council members Dave Jones, Steve Johnston and Loren Meagher

**Motion:** I move to table this authorization until the Street Lighting Committee can make a recommendation, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Dave Jones.  
Motion Passed Unanimously.

**Larry Bellamy Professional Service Contact by Pat Munyan**, the intent of this agreement is to utilize Mr. Bellamy's knowledge, experience and expertise as the past City of Goldendale City Administrator to assist the current administration with completing tasks that we started under his tenure.

**Motion:** I move to authorize the mayor to enter into the Larry Bellamy Professional Service Agreement, **Action:** Motion, **Moved by** Council Member Dave Jones, **Seconded by** Council Member Steve Johnston.  
Motion Passed Unanimously.

**Bulk Water Station by Pat Munyan and Sandy Wells**, the Administration is requesting approval to purchase and install a bulk water fill station. The station would be installed in the vacant lot behind City Hall. Currently, it takes 40 hours of staff time monthly to process the bulk water bills. The installation of the fill station would streamline delivery and billing while allowing the public work yard to be secure. The purchase price of the bulk water fill station is \$30,250.00. An additional \$20,000.00 would be needed to install the concrete pad, power and internet to the unit. This would allow credit or debit payments 24 hours a day for our bulk water customers. City Staff recommends approval.

**Motion:** I move to table this authorization until staff can provide further data and a replacement plan, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Dave Jones.  
Motion Passed Unanimously.

## **REPORT OF OFFICERS**

**Council Member Miland Walling**, thank you Mayor, this Saturday the Association of International Women's Pilots will be flying into the Airport. They are staying the night and visiting the Observatory. The city will be providing them with transportation. This organization started in 1928 and Amelia Earhart was a member. There will be 6 airplanes with 16 passengers.

**Council Member Ellie Casey**, I'm looking forward to the Klickitat County Fair.

**Council Member Steve Johnston**, I would like to see us have regular committee meetings. I would like to see a revitalization of downtown with use of grants if we can. I would like a Code Enforcement update.

## **PUBLIC COMMENT**

**Jack Runyan 194 Woodland Rd Goldendale**, I would like to see the city grade the alley's and fix the potholes. Jack submitted a list to the city staff for potholes and other things he would like fixed.

## **EXECUTIVE SESSION (no motion)**

### **Litigation RCW 42.30.110 (i)(ii)**

Council went into executive session at 7:55 pm for 30 minutes to discuss Litigation RCW 42.30.110 (i)(ii). Council came out of executive session at 8:23 pm

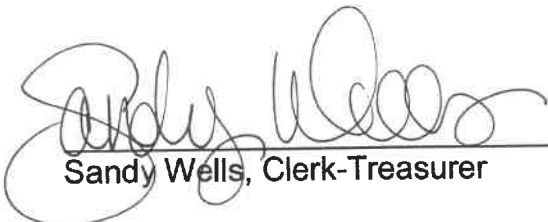
## **ADJOURNMENT**

**8:25 PM**

**Motion: I motion to Adjourn the meeting, Action: Motion, Moved by Council Member Steve Johnston, Seconded by Council Member Ellie Casey.**  
**Motion passed unanimously.**

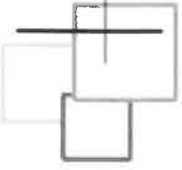
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Michael A Canon, Mayor



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Sandy Wells, Clerk-Treasurer



# Register

Fiscal: 2022  
Deposit Period: 2022 - Aug 2022  
Check Period: 2022 - Aug 2022 - 2nd Council Aug 2022


Number	Name	Print Date	Clearing Date	Amount
<b>Columbia State Bank</b>				
<b>Check</b>	<b>20016310</b>			
56015	Northsound Auto Group, LLC	8/17/2022		\$39,782.20
56024	KLR Investigations LLC	8/31/2022		\$1,000.00
56025	KLR Investigations LLC	8/31/2022		\$1,100.00
56026	Aspect Consulting LLC	9/6/2022		\$2,419.25
56027	AT&T Mobility	9/6/2022		\$87.89
56028	Avista Utilities	9/6/2022		\$76.79
56029	Bishop Sanitation Inc	9/6/2022		\$193.50
56030	Bohn's Printing	9/6/2022		\$227.17
56031	Centurylink NC	9/6/2022		\$13.14
56032	Clifford & Martin Inc	9/6/2022		\$35.31
56033	Crestline Construction Co. LLC	9/6/2022		\$328,276.20
56034	Ferguson Portland Waterworks #3011	9/6/2022		\$5,130.19
56035	Goldendale City of	9/6/2022		\$3,588.61
56036	Goldendale Motorsports Assoc	9/6/2022		\$4,295.90
56037	Goldendale Sentinel	9/6/2022		\$659.28
56038	Goldendale Tire Center	9/6/2022		\$171.95
56039	Goldendale Veterinary Clinic	9/6/2022		\$799.53
56040	Gordon Kelsey	9/6/2022		\$46.73
56041	Gorge Networks	9/6/2022		\$806.79
56042	Gradeworx	9/6/2022		\$6,095.71
56043	Grainger	9/6/2022		\$249.89
56044	Gwendolyn L Grundei	9/6/2022		\$5,500.00
56045	Hattenhauer Energy Co LLC	9/6/2022		\$2,022.16
56046	IBS Incorporated	9/6/2022		\$488.91
56047	John Deere	9/6/2022		\$210.81
56048	Klickitat Co Auditor	9/6/2022		\$203.50
56049	Klickitat CO Health Dept	9/6/2022		\$140.00
56050	Klickitat County PUD	9/6/2022		\$8,872.49
56051	Krystal L Smith	9/6/2022		\$1,275.00
56052	Les Schwab Tire Center	9/6/2022		\$124.68
56053	Lori Lynn Hocht Attorney at Law	9/6/2022		\$1,265.00
56054	Medical Warehouse	9/6/2022		\$666.88
56055	Menke Jackson Beyer LLP	9/6/2022		\$4,411.50
56056	MES Northwest	9/6/2022		\$1,575.74
56057	Mid-American Research Chemical	9/6/2022		\$351.37
56058	RH2 Engineering Inc	9/6/2022		\$15,167.65

Number	Name	Print Date	Clearing Date	Amount
56059	Richard Orthmann	9/6/2022		\$75.04
56060	Sherwin-Williams Co, The	9/6/2022		\$674.75
56061	Sound Water Services	9/6/2022		\$3,084.00
56062	Uline	9/6/2022		\$1,059.31
56063	US Bank	9/6/2022		\$8,016.01
56064	USA Blue Book	9/6/2022		\$1,336.05
56065	Verizon Wireless	9/6/2022		\$481.31
56066	Vision Municipal Solutions LLC	9/6/2022		\$987.66
56067	WA St Dept of Transportation	9/6/2022		\$10,729.21
56068	Reiner Pump Systems	9/6/2022		\$19,564.91
901497	PAYA	8/25/2022		\$1,427.77
901498	PAYA	8/25/2022		\$2.50
	<b>Total</b>		<b>Check</b>	<b>\$484,770.24</b>
	<b>Total</b>		<b>20016310</b>	<b>\$484,770.24</b>
	<b>Grand Total</b>			<b>\$484,770.24</b>

**CITY OF GOLDENDALE  
CLAIMS REGISTER**

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered, or the labor performed as shown on Check numbers 56015, 56024 through 56068, 901497 - 901498 in the amount of \$484,770.24, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this day 1 of September, 2022.



Sandy Wells - Clerk-Treasurer



# Register Activity

Fiscal: 2022  
 Period: 2022 - Aug 2022  
 Council Date: 2022 - Aug 2022 - 2nd Council Aug 2022  
 Bank Accounts: Checking Account  
 Transaction Type: Check  
 System Type: Financials

Reference	Date	Amount	Notes
<b>Reference Number: 56015</b> NG251716	<b>Northsound Auto Group, LLC</b> 8/17/2022	<b>\$39,782.20</b> \$39,782.20	WWTP Ram Truck
<b>Reference Number: 56024</b> #2	<b>KLR Investigations LLC</b> 8/8/2022	<b>\$1,000.00</b> \$1,000.00	Shchoenborn Background
<b>Reference Number: 56025</b> #1	<b>KLR Investigations LLC</b> 8/15/2022	<b>\$1,100.00</b> \$1,100.00	Howell Background
<b>Reference Number: 56026</b> 47457	<b>Aspect Consulting LLC</b> 8/16/2022	<b>\$2,419.25</b> \$2,419.25	Well Analysis
<b>Reference Number: 56027</b> 287258483135x08182022	<b>AT&amp;T Mobility</b> 8/10/2022	<b>\$87.89</b> \$87.89	Chlorination Station
<b>Reference Number: 56028</b> Invoice - 8/31/2022 9:28:15 AM	<b>Avista Utilities</b> 9/6/2022	<b>\$76.79</b> \$76.79	Gas Utilities
<b>Reference Number: 56029</b> A-117584 A-118235	<b>Bishop Sanitation Inc</b> 8/10/2022 8/24/2022	<b>\$193.50</b> \$64.50 \$129.00	Ekone Park Portable Toilet Rental Airport Portable Toilet Rental
<b>Reference Number: 56030</b> 85776 85777 85778 85868 85869	<b>Bohn's Printing</b> 8/29/2022 8/29/2022 8/29/2022 8/29/2022 8/29/2022	<b>\$227.17</b> \$123.01 \$22.80 \$43.98 \$28.37 \$9.01	City Hall Copy Machine Fire Department Copy Machine Police Department Copy Machine City Hall Copy Machine Police Department Copy Machine
<b>Reference Number: 56031</b> Invoice - 8/31/2022 9:46:09 AM	<b>Centurylink NC</b> 8/6/2022	<b>\$13.14</b> \$13.14	Phone Utility
<b>Reference Number: 56032</b> 1029254	<b>Clifford &amp; Martin Inc</b> 7/5/2022	<b>\$35.31</b> \$22.41	Water Bottles

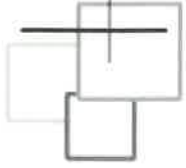
Reference	Date	Amount	Notes
<b>Reference Number: 56032</b>			
<u>1035875</u>	<b>Clifford &amp; Martin Inc</b> 7/31/2022	<b>\$35.31</b> \$12.90	Water Cooler Rental
<b>Reference Number: 56033</b>			
<u>Invoice - 8/31/2022 9:50:45 AM</u>	<b>Crestline Construction Co. LLC</b> 8/31/2022	<b>\$328,276.20</b> \$328,276.20	Byers Street Improvement Project
<b>Reference Number: 56034</b>			
<u>1104740</u>	<b>Ferguson Portland Waterworks #3011</b> 8/15/2022	<b>\$5,130.19</b> \$2,797.92	3/4 Inch Meters
<u>1125490</u>	8/16/2022	\$2,332.27	Repair Clamps
<b>Reference Number: 56035</b>			
<u>22-180</u>	<b>Goldendale City of</b> 8/31/2022	<b>\$3,588.61</b> \$322.96	Bulk Water
<u>Invoice - 8/31/2022 9:57:18 AM</u>	8/5/2022	\$3,265.65	Water Bill
<b>Reference Number: 56036</b>			
<u>2202</u>	<b>Goldendale Motorsports Assoc</b> 8/16/2022	<b>\$4,295.90</b> \$4,295.90	Tourism Reimbursement
<b>Reference Number: 56037</b>			
<u>155262</u>	<b>Goldendale Sentinel</b> 8/3/2022	<b>\$659.28</b> \$33.15	Ordinance 1516
<u>155263</u>	8/31/2022	\$30.39	Ordinance 1520
<u>155264</u>	8/3/2022	\$44.20	Ordinance 1518
<u>155265</u>	8/3/2022	\$35.91	Ordinance 1521
<u>155266</u>	8/3/2022	\$33.15	Ordinance 1519
<u>155267</u>	8/3/2022	\$49.73	Ordinance 1517
<u>155298</u>	8/17/2022	\$352.75	2022 Harvest
<u>Invoice - 8/31/2022 10:00:32 AM</u>	9/14/2022	\$40.00	Subscription renewal for City Hall
<u>Invoice - 8/31/2022 10:02:12 AM</u>	9/28/2022	\$40.00	Subscription renewal for City Police Department
<b>Reference Number: 56038</b>			
<u>104516</u>	<b>Goldendale Tire Center</b> 7/27/2022	<b>\$171.95</b> (\$32.25)	Battery Core Change
<u>104892</u>	8/17/2022	\$204.20	Battery
<b>Reference Number: 56039</b>			
<u>145213</u>	<b>Goldendale Veterinary Clinic</b> 7/5/2022	<b>\$799.53</b> \$86.67	Harley Meds
<u>145857</u>	7/12/2022	\$260.00	Impound Apollo
<u>145865</u>	7/13/2022	\$150.86	Harley Meds
<u>146118</u>	7/18/2022	\$120.00	Board Dakota
<u>147047</u>	7/25/2022	\$182.00	Harley Meds
<b>Reference Number: 56040</b>			
<u>Invoice - 8/31/2022 11:08:41 AM</u>	<b>Gordon Kelsey</b> 8/29/2022	<b>\$46.73</b> \$46.73	Reimbursement for Trails Posts

Reference	Date	Amount	Notes
Reference Number: 56041 <u>I-1859087</u>	Gorge Networks 8/17/2022	\$806.79 \$806.79	Internet Provider
Reference Number: 56042 <u>1274</u>	Gradeworx 8/15/2022	\$6,095.71 \$6,095.71	Repair Sewer Line by Sinclair
Reference Number: 56043 <u>9087330925</u>	Grainger 10/15/2021	\$249.89 \$249.89	Drip Proof Motor
Reference Number: 56044 <u>Invoice - 8/31/2022 11:15:07 AM</u>	Gwendolyn L Grundei 8/31/2022	\$5,500.00 \$5,500.00	Prosecutor Services
Reference Number: 56045 <u>CL05349</u>	Hattenhauer Energy Co LLC 8/15/2022	\$2,022.16 \$2,022.16	Fuel
Reference Number: 56046 <u>792395-1</u>	IBS Incorporated 8/8/2022	\$488.91 \$488.91	Tool Supplies
Reference Number: 56047 <u>P0015466</u> <u>P0020466</u>	John Deere 8/10/2022 8/11/2022	\$210.81 \$198.52 \$12.29	Window, Adhesive Adhesive
Reference Number: 56048 <u>22-3135</u>	Klickitat Co Auditor 8/31/2022	\$203.50 \$203.50	White Lien
Reference Number: 56049 <u>INV00010-0822</u>	Klickitat CO Health Dept 8/31/2022	\$140.00 \$140.00	Bateria Sample testing
Reference Number: 56050 <u>Invoice - 8/31/2022 12:39:35 PM</u>	Klickitat County PUD 8/10/2022	\$8,872.49 \$8,872.49	Electric Utilitiy
Reference Number: 56051 <u>346697</u>	Krystal L Smith 8/15/2022	\$1,275.00 \$1,275.00	Janitor Service
Reference Number: 56052 <u>34800282866</u>	Les Schwab Tire Center 8/2/2022	\$124.68 \$124.68	Radial Truck Tube
Reference Number: 56053 <u>305</u> <u>306</u>	Lori Lynn Hcctor Attorney at Law 8/7/2022 8/7/2022	\$1,265.00 \$500.00 \$765.00	Asa Israel Attorney Service Joseph Jones Attorney Service
Reference Number: 56054 <u>214975</u>	Medical Warehouse 9/9/2022	\$666.88 \$666.88	Nasal Airway

Reference	Date	Amount	Notes
<b>Reference Number: 56055</b>	<b>Menke Jackson Beyer LLP</b>	<b>\$4,411.50</b>	
044-General	7/31/2022	\$4,309.00	Attorney Services
442 - White	7/31/2022	\$102.50	425 W Darland - Motion documents
<b>Reference Number: 56056</b>	<b>MES Northwest</b>	<b>\$1,575.74</b>	
IN1755959	8/25/2022	\$1,575.74	Nozzle & Shut off Valve
<b>Reference Number: 56057</b>	<b>Mid-American Research Chemical</b>	<b>\$351.37</b>	
0769933-IN	8/19/2022	\$351.37	Pro Guard Plus
<b>Reference Number: 56058</b>	<b>RH2 Engineering Inc</b>	<b>\$15,167.65</b>	
86219	6/8/2022	\$53.04	Scada Support Services
87033	8/11/2022	\$6,453.66	Scada Support Services
87167	8/16/2022	\$8,660.95	Wastewater Treatment Plant Improvements Project
<b>Reference Number: 56059</b>	<b>Richard Orthmann</b>	<b>\$75.04</b>	
7743746	6/10/2022	\$3.86	Leoff Meds
7743746.1	8/8/2022	\$3.86	Leoff Meds
7743746.2	7/9/2022	\$3.86	Leoff Meds
7743749	6/10/2022	\$1.32	Leoff Meds
7743749.1	7/9/2022	\$1.32	Leoff Meds
7743749.2	8/8/2022	\$1.32	Leoff Meds
7743751	8/8/2022	\$4.00	Leoff Meds
7743751.1	6/10/2022	\$4.00	Leoff Meds
7743751.2	7/9/2022	\$4.00	Leoff Meds
7764343	7/9/2022	\$2.87	Leoff Meds
7764343.1	8/8/2022	\$4.00	Leoff Meds
7764343.2	6/10/2022	\$2.87	Leoff Meds
7764345	7/9/2022	\$4.00	Leoff Meds
7764345.1	6/10/2022	\$4.00	Leoff Meds
7764345.2	8/8/2022	\$4.00	Leoff Meds
7768524	7/9/2022	\$2.88	Leoff Meds
7768524.1	8/8/2022	\$4.00	Leoff Meds
7768524.2	6/10/2022	\$2.88	Leoff Meds
7790263	6/9/2022	\$4.00	Leoff Meds
7790264	8/8/2022	\$2.88	Leoff Meds
7790264.1	7/9/2022	\$4.00	Leoff Meds
7790264.2	6/9/2022	\$4.00	Leoff Meds
<b>Reference Number: 56060</b>	<b>Sherwin-Williams Co, The</b>	<b>\$674.75</b>	
7698-8	8/17/2022	\$674.75	Sidewalk Paint
<b>Reference Number: 56061</b>	<b>Sound Water Services</b>	<b>\$3,084.00</b>	
220706-1	7/5/2022	\$3,084.00	Chlor Briquettes

Reference	Date	Amount	Notes
<b>Reference Number: 56062</b>	<b>Uline</b>	<b>\$1,059.31</b>	
<u>152317581</u>	8/4/2022	\$733.49	Paper Towels, Trash Bags
<u>152625352</u>	8/15/2022	\$325.82	Toilet Tissue
<b>Reference Number: 56063</b>	<b>US Bank</b>	<b>\$8,016.01</b>	
<u>August 2022 Stmt</u>	8/4/2022	\$8,016.01	Visa
<b>Reference Number: 56064</b>	<b>USA Blue Book</b>	<b>\$1,336.05</b>	
<u>079359</u>	8/15/2022	\$664.46	Pipe Wrench, Traffic Cones
<u>081782</u>	8/17/2022	\$335.17	Repair Clamp
<u>084822</u>	8/19/2022	\$336.42	Repair Clamp
<b>Reference Number: 56065</b>	<b>Verizon Wireless</b>	<b>\$481.31</b>	
<u>9912663515</u>	8/4/2022	\$360.09	Police Vehicles
<u>9912784880</u>	8/6/2022	\$121.22	Chlorination Station
<b>Reference Number: 56066</b>	<b>Vision Municipal Solutions LLC</b>	<b>\$987.66</b>	
<u>09-11269</u>	8/19/2022	\$987.66	Utility Billing Mailing
<b>Reference Number: 56067</b>	<b>WA St Dept of Transportation</b>	<b>\$10,729.21</b>	
<u>RE-313-ATB20815039</u>	8/15/2022	\$10,729.21	US 97/ Centerville Rd Project
<b>Reference Number: 56068</b>	<b>Reiner Pump Systems</b>	<b>\$19,564.91</b>	
<u>Invoice - 9/1/2022 11:11:47 AM</u>	9/1/2022	\$19,564.91	Baseflow Pump
<b>Reference Number: 901497</b>	<b>PAYA</b>	<b>\$1,427.77</b>	
<u>Invoice - 8/23/2022 5:27:19 PM</u>	8/23/2022	\$1,427.77	Visa Utility
<b>Reference Number: 901498</b>	<b>PAYA</b>	<b>\$2.50</b>	
<u>Invoice - 8/23/2022 5:29:09 PM</u>	8/23/2022	\$2.50	Visa Admin

# Register



Number	Name	Fiscal Description	Cleared	Amount
56016	Johnston, Steve	2022 - Aug 2022 - 2nd Council Aug 2022		\$45.76
56017	American Family Life	2022 - Aug 2022 - 2nd Council Aug 2022		\$466.17
56018	Deferred Comp Program	2022 - Aug 2022 - 2nd Council Aug 2022		\$575.00
56019	Dept of Labor & Industries	2022 - Aug 2022 - 2nd Council Aug 2022		\$1,806.08
56020	Dept of Retirement	2022 - Aug 2022 - 2nd Council Aug 2022		\$10,619.45
56021	Employment Security	2022 - Aug 2022 - 2nd Council Aug 2022		\$143.77
56022	Vimly Benefit Solutions Inc	2022 - Aug 2022 - 2nd Council Aug 2022		\$33,396.72
56023	Washington State Support Registry	2022 - Aug 2022 - 2nd Council Aug 2022		\$337.50
901494	City of Goldendale	2022 - Aug 2022 - 2nd Council Aug 2022		\$19,032.22
901495	Employment Security - PFML	2022 - Aug 2022 - 2nd Council Aug 2022		\$319.44
Direct Deposit Run -	Payroll Vendor	2022 - Aug 2022 - 2nd Council Aug 2022		\$50,618.49
8/19/2022				<b>\$117,360.60</b>

AGENDA BILL: G1  
AGENDA TITLE: Bulk Water Station  
DATE: September 6, 2022

**ACTION REQUIRED:**

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

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**EXPLANATION:** At the prior Council meeting, City Council requested additional information regarding the proposed purchase and install of a bulk water fill station.

Currently the City has 39 bulk water users. Bulk water users purchase 43,000 cubic feet of water at a rate of \$0.22 per cubic foot generating \$9,460.00 in annually revenue to the water department. Residence purchase water at of \$0.01 per cubic foot and would generate \$1,195.63 when purchasing the same 43,000 cubic feet of water amount as the bulk water users.

The purchase price and installation cost of the bulk water fill station is estimated at \$50,250.00; in consideration of the current annual income of \$9,460.00 from bulk water users, it would take an approximately five and half years for the city to recoup their investment at current estimates. However, it is staff's opinion that bulk water sales will continue to rise.

The bulk water station comes with a one-year part warranty and two years of IT and software support. The bulk water station is equipped with a credit or dept payment option which provides 24-hour service to our bulk water customers.

The station would be installed in the vacant lot behind City Hall. Currently, it takes 40 hours of staff time monthly to process the bulk water bills. The installation of the fill station would streamline delivery and billing while allowing the public work yard to be secure.

**STAFF RECOMMENDATION:** City Staff recommends approval. As stated above the station would provide 24-hour service and streamline line billing allowing staff additional time to perform other essential work tasks.

**MOTION: I MOVE TO APPROVE AUTHORIZE CITY STAFF TO PROCEED WITH PURCHASE OF THE BULK WATER FILL STATION AND OTHER IMPROVEMENTS.**

Goldendale  
Washington

Date: May 26, 2022

Quote Number: 2205-085

Attention: Pat Munyan  
Email: pmunyan@ci.goldendale.wa.us  
Bulk Water Station - FS-43

From: Danielle Gorder  
EleMech Inc.  
2275 White Oak Circle  
Aurora, IL 60502  
Phone: (630) 499-7080 ext. 32  
Fax: (630) 499-7760

### Proposed Scope of Supply:

Item #	Part No.	Description	Quantity	Unit Price	Expanded Price
1	FS-43 - 2"	Bulk Water Station - Painted Galvanized Steel Enclosure with Lockable Door - Account Number and PIN code access - Hydrant Supply Connection - 2" Flow Meter and control valve - 2" Backflow Preventer - Cold Climate Package: Insulated, Heater, Drain Solenoid	1	\$29,500.00	\$29,500.00
2	Included Software	Portalogic - Station and User Management software - Remote Software Training Session - Includes Portapay for accepting credit, debit cards, and bank account transfers	1	\$0.00	\$0.00
3	Warranty & IT Support	Parts Warranty - (1) Year Software and IT Support- (2) Years Online Startup services included.	1	\$0.00	\$0.00
4	Crating	Crating is included. Shipping is charged at cost.	1	\$0.00	\$0.00
Discount available for multiple units. Prices quoted in USD.				<b>Total</b>	<b>\$29,500.00</b>

### Requested Options:

Item #	Part No.	Description	Quantity	Unit Price	Expanded Price
1	Onsite Service	Onsite startup and training services, including expenses (quoted upon request)	0	\$0.00	\$0.00
2	Card Reader	Credit/Debit Card Reader	1	\$750.00	\$750.00
				<b>Total</b>	<b>\$750.00</b>
				<b>Total from Above</b>	<b>\$29,500.00</b>
				<b>Grand Total</b>	<b>\$30,250.00</b>



**NOTES:**

**Operation Instruction:**

1. Display will prompt users to log in with their established account number and PIN.
2. Water purchases will be made by using either the customer's linked online payment method (Portapay), via card reader, or via generated invoice.
3. Display will prompt user to either enter desired volume or operate manually.
4. Start and Stop buttons will control the water flow.
5. Transaction concluded when the volume is dispensed or when Stop button pressed.
6. Volume is logged to Portalogic along with date, time.

**NOTES:**

1. Additional panels and mounting hardware may be required based on total power requirements and location. Capacity does not include heaters, site lighting or other power consuming loads. Any additional mounting hardware that is required is not included within this scope of supply.
2. Any Item not specifically listed above is not considered part of this scope of supply. Please contact our representatives listed above for further clarification.
3. Pricing is valid for (30) days from noted date and may be subject to change due to current market conditions.

**Special Information and Exceptions**

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is not included. Actual price of delivery will be added to final invoice.
- Price does not include installation or building modifications

**Terms of Payment**

Payment terms shall be as stated below or as agreed upon terms:

- 15% Project Total - Due at time of Submittal
  - 85% Project Total - Due at time of Shipment
  - [All Terms NET 30, All Currency USD]
- Due to supply chain issues and extended delays, EleMech reserves the right for partial invoice prior to project shipment.

**Submittals**

EleMech will provide documentation to the customer per the following schedule:

- Drawings for approval including layouts, connection details, anchorage, and control panel
- Complete Bill of Material of all products furnished.

**Shipment**

EleMech will maintain the following schedule:

- Submittals 2 weeks after acceptance of a written purchase order if required.
- Equipment delivery 6-8 weeks after approved submittal or notice to proceed
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond EleMech's responsibility, a finance charge of 1.5% of the contract value per month will be due and payable to EleMech.

**Purchase Orders-- Send, Fax or email to:**

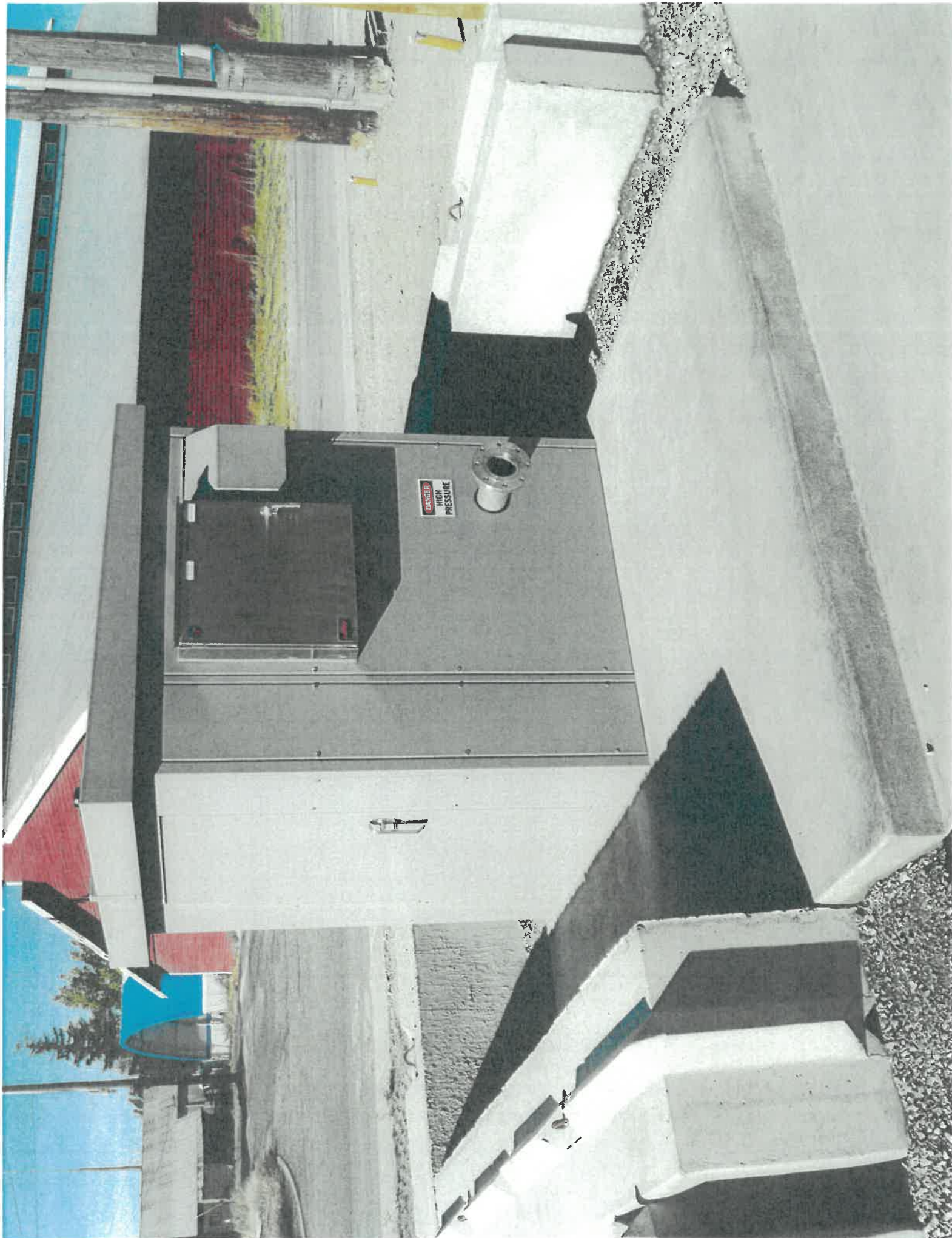
This quote can be accepted by signature with return to the email address shown below.  
Dgorder@elemech.com

**Acceptance of Quotation**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

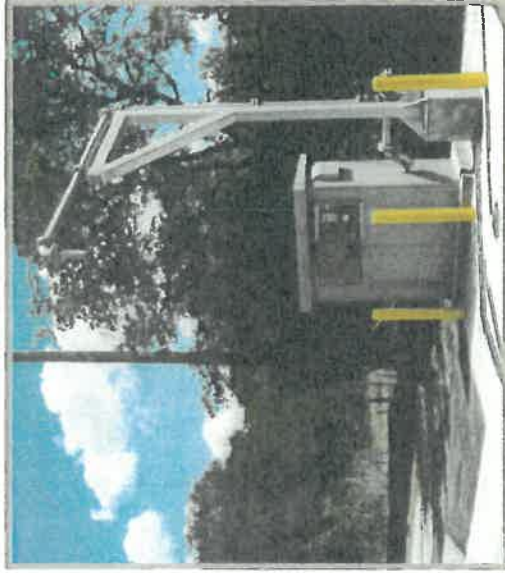
Purchase Order No. \_\_\_\_\_

EleMech Acceptance \_\_\_\_\_ Date \_\_\_\_\_





# FS-72 Installation Examples



**FS-72Thin - Liberty Hill, TX**

- Account Number & PIN user access
- Credit/Debit Card Reader
- 3" Piping with Side and Top Filling with 2.5" Reducers
- Warm Climate Package -- Ventilation



**FS-72 in Napa, CA**

- Account Number & PIN user access
- (2) Solenoid actuated valves for dual outlets
- 3" and 4" Side Fill Line
- Cellular Modem, Cloud Hosted
- Enclosure Mounted Solar Panels



**FS-72 - North Liberty, IN**

- Account Number & PIN user access
- Credit/Debit Card Reader
- Cold Climate Package -- Enclosed Heater, Insulation, Drain Solenoid
- 3" Side Fill Line
- Wifi Communication Antennas





SPOKANE WATER DIVISION  
ABBOTT ROAD  
BOOSTER STATION  
CONSTRUCTED 1968

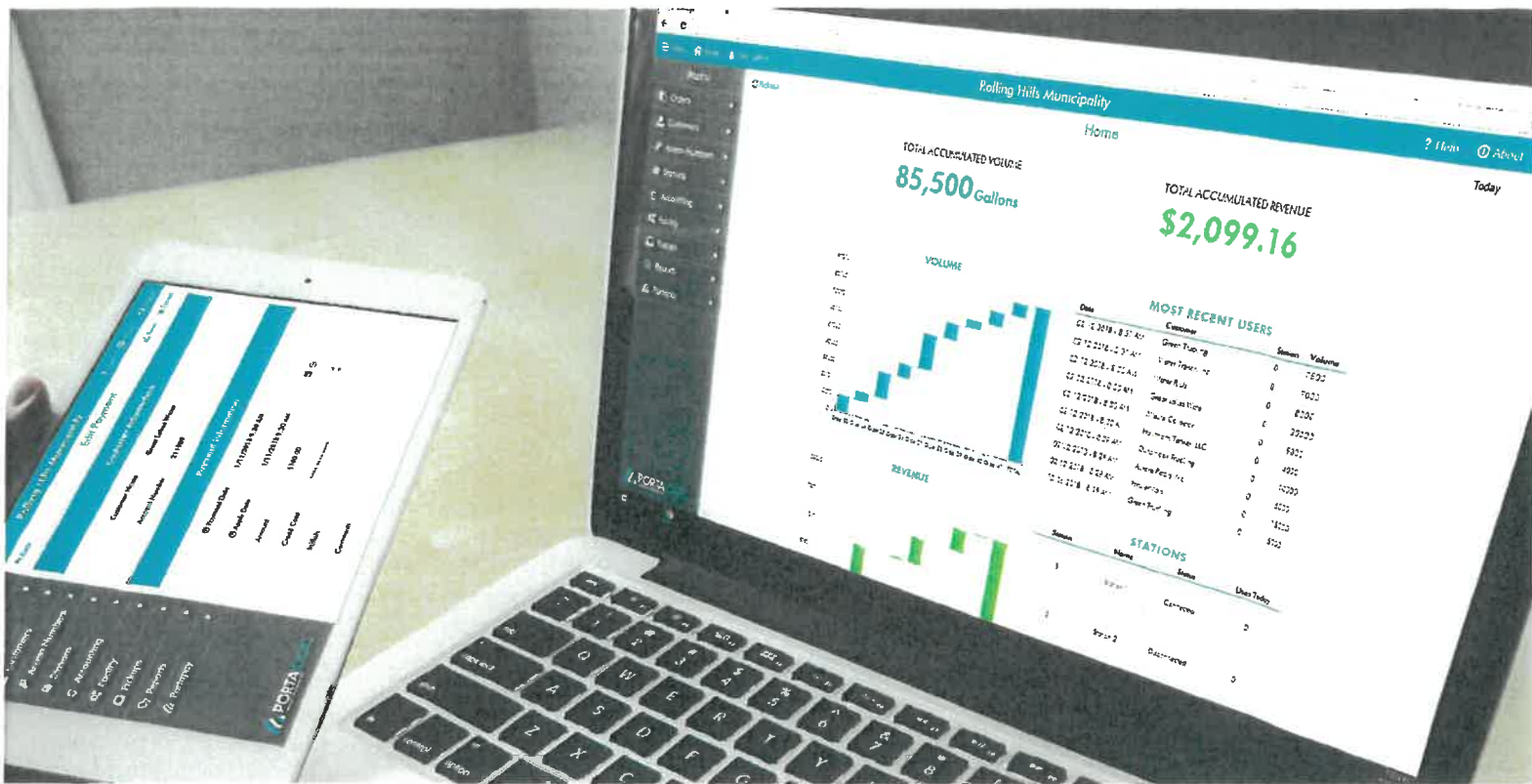




## CONTACT US

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- **EleMech, Inc,**
- 2275 White Oak Circle
- Aurora, IL 60502
- **Phone:** 630.499.7080
- **Fax:** 630.499.7760
- **Hours:**
- Monday-Friday
- 8:00am – 4:30pm CST



# **PORTALOGIC** A PRODUCT OF ELEMECH, INC.

## MANAGEMENT SOFTWARE

Receiving waste into your facility or dispensing water out to haulers can be filled with challenges. It can become clogged by data entry, or slowed by monitoring hauler loads—and tracking accounts and billing can be time-consuming. Portallogic is the solution you need.

Portallogic management software was built by EleMech, Inc., and pairs with our automated stations to help facilities like yours manage water and waste responsibly while decreasing costs. Since 1987, facilities have looked to EleMech for custom solutions that meet their unique needs. Partner with us and find your solution.

## Minimum System Requirements

### OPERATING SYSTEM

Windows 7 or later/Windows Server 2008 R2 or later

- Microsoft .NET Framework 4.6
- Microsoft ASP .NET 4.0
- Windows Internet Information Services (IIS) Feature
- Microsoft SQL Server 2008 R2 or later

### CPU

Intel Core i5, 2 GHz

### RAM

4 GB

### HARD DRIVE

15 GB free space

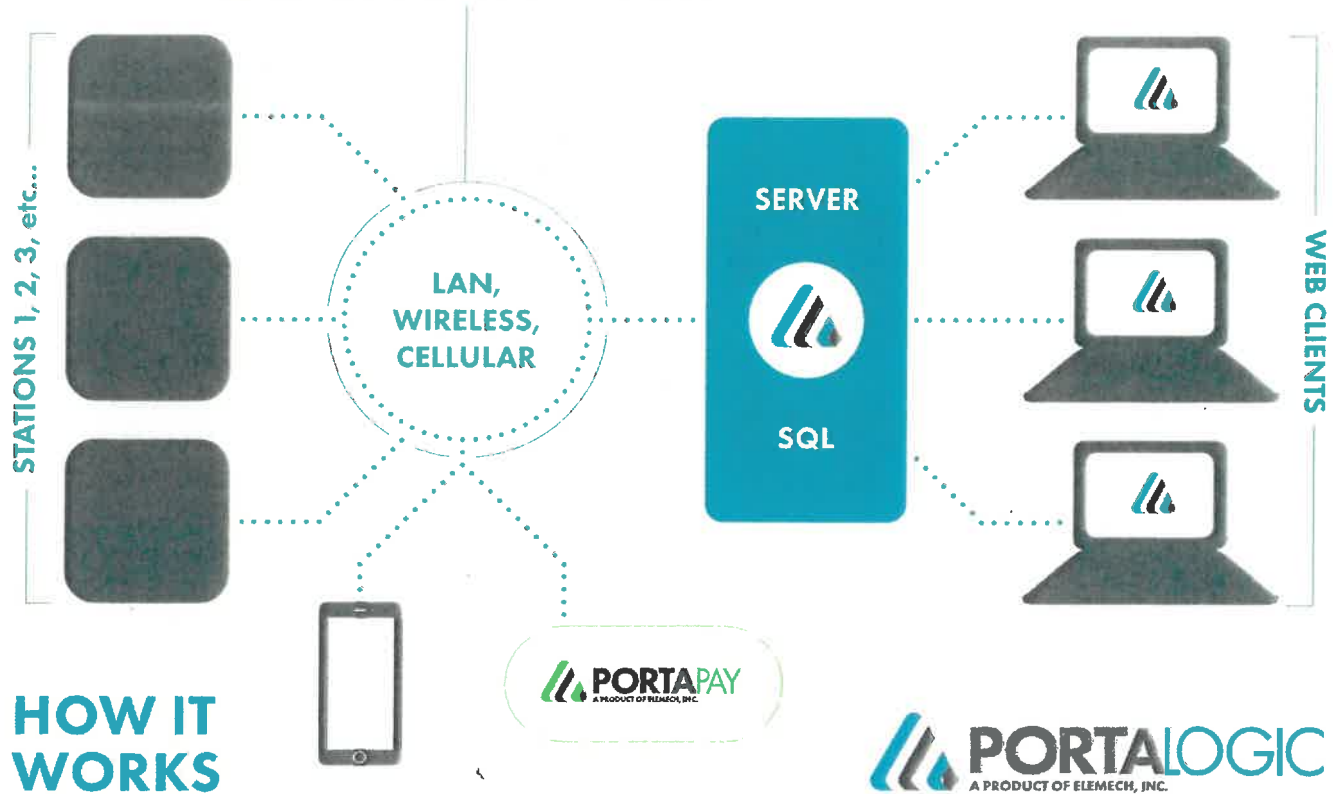
### NETWORK

1 Gbps/100 Mbps Ethernet Connection

### CLOUD

(if used) Public Static IP Address and 10 Mbps or higher internet bandwidth

## MULTIPLE CONNECTION METHODS



## SOFTWARE FOR WATER AND WASTE

Portalogic seamlessly communicates with Portalogic water or waste stations. It manages waste receiving and water dispensing through automated record keeping and reporting. Users can see when a truck is connected, what customer is using the station, the volume, cost, and more.

### Installation

Portalogic management software can be installed on any number of the facility's PCs. An EleMech Technical Specialist will help you with the software installation over the phone and provide an introductory software webinar.

### Warranty

Management software updates and phone support is provided for two years from date of shipment.

### Specifications

<b>DATA COLLECTED</b>	Stores customer, truck, date, time, receipt number, volume, cost, balance, water/waste type, pH, alarms, and more
<b>DATA STORAGE</b>	Data is automatically uploaded into a secure SQL database. Database is easily backed-up and restored
<b>USERS</b>	Unlimited number of software users
<b>INTEGRATION</b>	Manage multiple Portalogic Water and Waste Stations at separate locations with one centralized database
<b>REPORTS</b>	Preformatted reports can be exported as PDF, Excel document or data can be easily imported into accounting software
<b>NETWORKING</b>	Ethernet or cell modem provides real-time access to data

For more information about Portalogic, please visit [www.portalogic.info](http://www.portalogic.info), or contact an EleMech engineer at:

EleMech, Inc. | 2275 White Oak Circle, Aurora, IL 60502 | 630-499-7080 | [elemechinc.com](http://elemechinc.com)



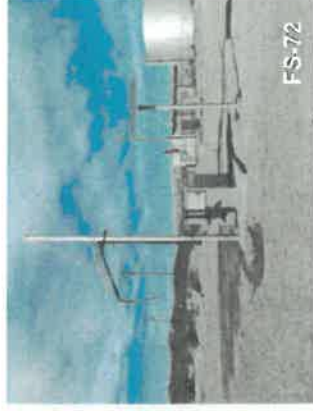
# Portalogic Fill Stations

## PRODUCT MODEL OVERVIEW





# Product Overview



Portalogic products provide facility administrators the means to dispense and sell bulk water responsibly. Since 2000, facilities have trusted us to build stations that meet their unique needs.

Portalogic Fill Station Models and integrated software offer a simple, streamlined solution for bulk water filling and operations management. FS Models are customizable and can be designed to interface with your existing infrastructure. They combine the security of a steel panel enclosure with the technology of integrated equipment and software to increase accountability between haulers and stations.

Portalogic fill stations prevent the threat of water contamination, misuse of fire hydrants, and allow the convenience of 24/7 accessibility. Built-in features allow user access, simplified payment, and accurate metering. EleMech's goal is to assist you in identifying the FS best suited to your needs, enabling you to improve operations, reduce costs, and increase benefits to customers.



# Product Features



## Secure Hauler Access

A facility assigned access code and PIN permits haulers in good standing to use the station.



## Durable & Tamper-Proof

HD metal plate enclosure with lockable doors secure the equipment.



## Simple to Use

Guided step-by-step instruction allow users to a dispense water without supervision.



## Automated Records

Date/time, customer, volume, cost and more are instantly recorded to server and sent to user email after each transaction.



## Temperature Controlled

Climate controlled options available. Portallogic stations function reliably in extreme conditions.



## Integration

Stations can be customizable to integrate with existing equipment such as flow meters and valves.



## Fill Point Options

Multiple fill point options are available and can be selected to direct water flow to the connected outlet.



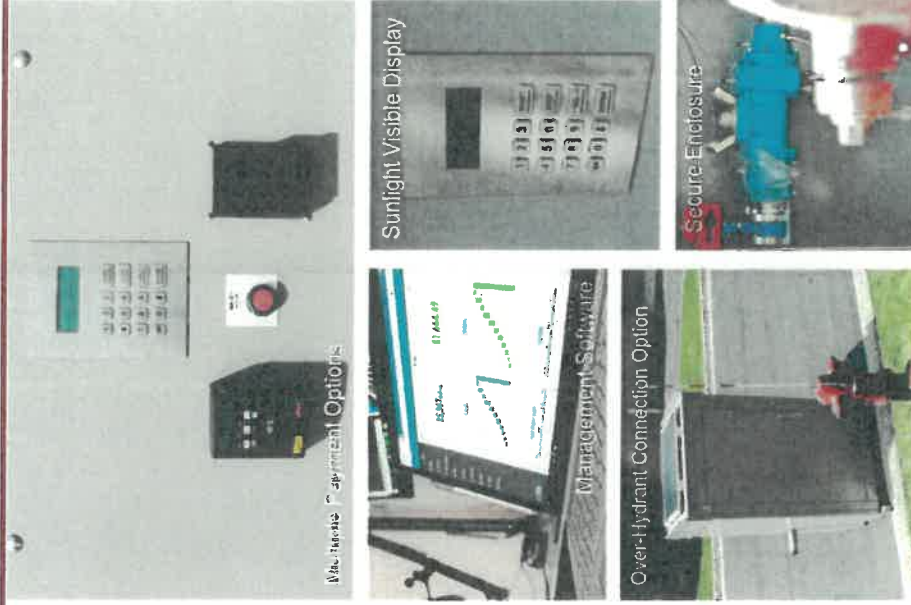
## Payment & Access Options

Use Portalpay portal to add funds automatically. Many options available to make selling water effortless and profitable.



## Portallogic Management Software

View graphs of station revenue and totals in real-time from smart phone or office. Features make user and station management a breeze.



## Station Operation: 3 Simple Steps To Get Water



[Click to play instructional video](#)

### STEP 1

Use Keypad to Enter access code and PIN

### STEP 2

Select AUTO or MANUAL fill mode

### STEP 3

Press STOP to manually end transaction. If AUTO mode, flow will stop and transaction ends automatically.

#### Notes:

- All registered users are assigned Access Codes and PINs
  - Receipt of transaction is automatically recorded and emailed to user.
  - Payment is completed automatically using online account.
- Additional payment methods are available.



## Portapay: 3 Simple Steps for Online Payments



- ✓ Simple, web-based platform
- ✓ Customers can self-manage funds via their personal device
- ✓ Instant fund transfer allows for 24/7 unattended station access
- ✓ Transactions are encrypted and secure

\* Portapay service is included with PortaLogic! Simply activate Portapay from your PortaLogic software and send invites to your haulers.  
\*\* Additional payment methods (credit/debit cards, bills, and coins) can be added upon request





# Portalogic Fill Stations



## FS-10



Our smallest model, the FS-10 is a basic controller for retrofitting a station with a pre-existing enclosure. The station is constructed with painted steel, is outdoor rated, and resembles a surface mounted plate which can be installed to any external wall.

## FS-20



The FS-20 is ideal for locations that want a smart controller equipped with a stainless steel enclosure to retrofit their preexisting system of backflow preventer(s) and valves. The external enclosure includes a lockable door for added security and weather resistance.

## FS-22



The FS-22 is ideal for reuse water and for locations that require a metered valve but not necessarily a backflow preventer. The FS-22 is freestanding and consists of the FS-20 model and a stainless steel enclosure to house additional valves.

## FS-43



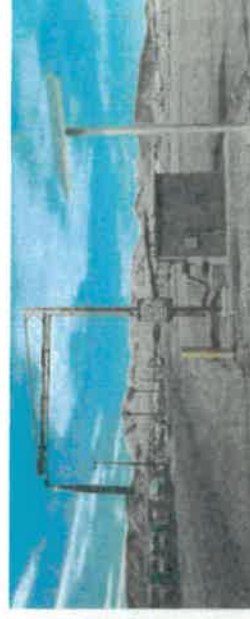
The FS-43 is a secure, over-hydrant enclosure and contains a backflow preventer, metered valve, and automatic drainage. This model is compatible with 2"-3" water supply pipes and a solar panel can be attached directly to the roof of the painted steel enclosure.

## FS-63



The FS-63 has all the features of the FS-43, including the ability to include multiple fill outlets and an attached solar panel, but is built with a larger painted steel enclosure to house additional piping such as strainers and pressure reducing valves.

## FS-72



The FS-72 has all the features of the FS-43 and 63 models and additionally allows for greater customization for fill outlets (ie a bottom and overhead fill) for hauler trucks. It is compatible with up to 4" water supply pipes.

# Water Fill Station Models



STATION REQUIREMENTS		FS-10	FS-20	FS-22	FS-43	FS-53	FS-72
Base Price	RFQ						
Enclosure Size	15.75" L, 19.5" H		24" L, 14" W, 24" H	24" L, 24" W, 68" H	48" L, 36" W, 75" H	66" L, 36" W, 75" H	82" L, 51.5" W, 67.5" H
Enclosure Style	Wall Mounted		Wall Mounted	Freestanding	Freestanding, Walk-In	Freestanding, Walk-In	Freestanding, Walk-In
Steel Type	Painted Steel		Stainless 304SS included (316SS optional)	Stainless 304SS included (316SS optional)	Painted Galvanized Steel (316SS optional)	Painted Galvanized Steel (316SS optional)	Painted Galvanized Steel (Stainless 304SS or 316SS optional)
Retrofitting Existing System	✓		✓		✓	✓	✓
Over-hydrant Connection							
Water Outlet Size				2" - 4"	2"	2" - 3"	2 - 4"
Backflow Prevention					✓	✓	✓
Automatic Drainage					✓	✓	✓
Portalogic Management Software			✓	✓	✓	✓	✓
Portapay Online Payments			✓	✓	✓	✓	✓
OPTIONS		✓					
Solar Powered	Stations can be powered by solar energy for remote installations						
Cold Climate Package	Heaters, insulation, and heat tracing can be added to protect the station in cold climates						
Hot Climate Package	Air conditioners and sunshields can be added to protect the station in hot climates						
Cellular Modem	Configurable with cellular connection						
Cloud Hosting	Cloud hosting options also available						
Receipt Printer	Durable non-jamming paper receipt dispenser for haulers						
Alternative Payment Options	Configurable to accept credit/debit cards, bills, and coins						
Multiple Fill Points	All models configurable with multiple fill points						
Additional Piping	Addition of strainers and/or pressure reducing valves (available for the FS-63 and 72 models only)						

\*All optionality can be included for an additional cost

# Why Incorporate a Management Software?



## Portallogic Software Streamlines Your Current Processes



### CURRENT PROCESS

Manually recorded transaction details 'honor system' and frequent gallon cheating. A difference in what is recorded versus actual distribution can mean tens of thousands of dollars per month in lost revenue.

### PROCESS USING SOFTWARE

Accurate metering of volume output and capture of customer data for every transaction. Automatic storage of data that can be accessed remotely in real time via your smartphone, tablet, or computer.



#### WATER METERING



#### RECORD KEEPING & INVOICING

Transactions manually transcribed, tracked, and invoiced; Invoices processed manually with no detailed history of records.

Completely automated process from hauler station access to receipt of funds with the ability to efficiently invoice customers and reference past records.



#### MAINTENANCE & OPERATIONAL OVERSIGHT

Manual maintenance of multiple stations, providing in-person support and troubleshooting for users.

Remote control and monitoring of stations in real time:

- 24/7 remote user access
- Allow authorized haulers into your facility or deny access as needed
- Receive notifications and respond remotely

\*Portallogic software is included with every Fill Station. There are no software licensing costs or hidden fees-- software can support an unlimited number of transactions and user accounts. Any future updates made to software are complimentary, and software support is included for 2yrs after FS purchase.



# Proven Return on Investment as Told By Our Customers:



## Customer Feedback



Accurate **WATER METERING** can mean thousands of dollars in reclaimed revenue. Portalogic helped one client reclaim thousands of \$ in revenue per month:  
*"40,000 gallons were manually recorded by haulers on a station clipboard; Actual total usage for that month was 1.8 million gallons."*



Automated **RECORD KEEPING & INVOICING** means less time spent managing customer transactions.  
*"By using Portapay, 20-40% of customers will switch to online payments, reducing our staff's effort to manually collect and exchange \$18,750 in quarters (937lbs!) every month."*



**MAINTENANCE & OPERATIONAL OVERSIGHT** is enabled via remote monitoring and real-time response;  
*"Billing and collections went uninterrupted during COVID due to our self managing system, even with buildings and offices closed."*

*"Portalogic stations pay for themselves in a matter of months."*





# Frequently Asked Questions



## Are there any additional licensing costs or fees?

- We try to keep things simple – by purchasing any FS you receive: the station, software, one year parts warranty, and two years support (for both the station and software). There are no additional licensing costs or fees for PortaLogic software.

## How does the software work and what do we need to set it up?

- If you are interested in previewing our software, we can host a demo for you and your team free of charge.
- Software installation and a remote training session is included with every purchase. Trainings which require travelling to the customer site will be billed at cost.
- An internet connection (hard wired or via a cellular modem) is highly recommended at the physical FS site. Additional operating system and network requirements can be provided upon request. See page 11 for more details.

## How do I set up user accounts?

- Our support team will assist you with migrating your existing customers to the new system. Training will also be provided so that software admin can easily create new user accounts.

## How do I use the software to charge clients and complete sales?

- When using a payment terminal directly at the FS site (credit/debit/coin) - payment will be processed automatically
- When only entering access code and PIN into station - transaction details are captured via software in real time. Station admin can then utilize the 'customer statements' functionality to generate a complete invoice to assist in billing customers.
- When using 'Portapay' functionality - customers preload funds to their account. Funds are automatically applied at the time of the transaction.

## What is the difference between 'Cloud Hosting' and local software installation?

- We recommend the Cloud Hosting option for software installation as it streamlines future support efforts and enables our team to more quickly address IT issues. Cloud Hosting is an additional cost of \$1600/year. Local software installation is included, but will require us to work with your site's IT team in order to gain access to the system.






## My site has specific requirements not included in your standard models, can FS models be customized?

- All FS models are customizable and can be built to facilitate multiple payment options, function under extreme temperatures, and be configured to fit infrastructure needs (fill point location, size, type, etc).



# Setting up your Internet Connection – Recommended Options



Cloud Hosted Software		Cost
	Hard-wired internet connection to FS	\$1600/yr + Install by Owner
	Cellular Modem in FS	\$875 to supply Cellular Modem; Sim Card & monthly data cost covered by Owner
Locally Hosted Software		Cost
	Hard-wired connection from Local PC to FS	Install by Owner
	Wifi antennas from Local PC to FS	Antennas + Install by Owner
	Hard wired internet at FS site w/ VPN tunnel to Local PC	Install by Owner

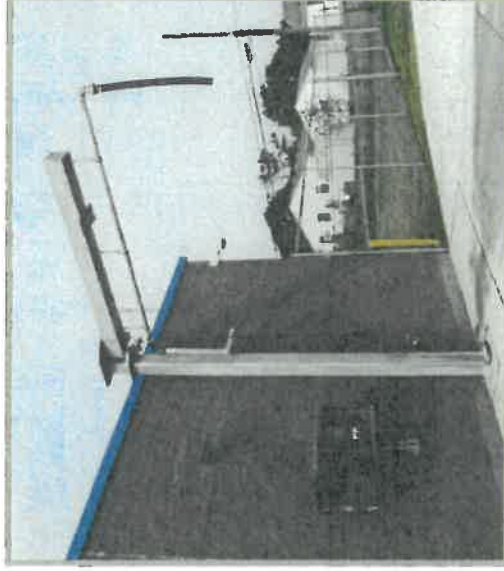


## FS-20 Installation Examples



### **FS-20 - Faribault, MN**

- Keypad and RFID user access
- RFID cards provided
- Credit/Debit Card Reader
- Receipt Printer
- 2" Bottom/Side Fill Point



### **FS-20 - Austin, MN**

- Account Number & PIN user access
- 2" Overhead Fill Arm



### **FS-20 - Valparaiso, IN**

- Account Number & PIN user access
- Credit/Debit Card Reader
- Bill Acceptor
- Portapay Online Payments
- 2" Bottom/Side Fill Point



## FS-22 Installation Examples



### FS-22 - Dripping Springs, TX

- Account Number & PIN user access
- Receipt Printer
- 3" Flanged Connection



### FS-22 - Gail, TX

- Account Number & PIN user access
- 2" Overhead Fill Arm
- Automatic Drain



### FS-22 - Port Orchard, WA

- Account Number & PIN user access
- 3" Side Outlet
- 304 Stainless Steel Sunshield





## FS-63 Installation Examples



### **FS-63 - Little Rock Creek, CA**

- Account Number & PIN user access
- 304 Stainless Steel
- Drain Solenoid
- 3" Side Fill Line
- Wifi Communication Antennas



### **FS-63 - Wauwatosa, WI**

- Account Number & PIN user access
- 316 Stainless Steel
- Cold Climate Package – Enclosed Heater, Thermostat
- Low temperature alarm and email indication
- Interior and exterior LED lights
- 3" Side Fill Line



### **FS-63 in Newtown, PA**

- Account Number & PIN user access
- Credit Card Reader
- Cold Climate Package – Enclosed Heater, Thermostat, Fan
- 3" Side Fill Line
- Cellular Modem



AGENDA BILL: G-2

AGENDA TITLE: Smart Street Light Management & Maintenance options.

DATE: September 6, 2022

**ACTION REQUIRED:**

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

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

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

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**EXPLANATION:** As discussed at the prior City Council meeting, in 2017 the City of Goldendale purchased and installed Lumewave smart streetlights. Lumewave no longer exists making it difficult to find replacement parts and propriety software support. Dhyan Technologies can supply the city with the needed software management and parts support. Dhyan provided city two quote options for tech and parts support. The two quotes range from \$8,884.00 to \$53,380.00. At the prior council meeting a committee was tasked to conduct a meeting with Dhyan Technologies to determine what option would work best for the City of Goldendale. The committee members will be present to discuss the options and make a recommendation on how to proceed.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION: I MOVE TO AUTHORIZE CITY STAFF TO PROCEED WITH CONTRACT NEGOTIATIONS AND REPORT BACK TO CITY COUNCIL FOR REVIEW AND VOTE ON PROPOSED CONTRACT WITH DHYAN TECHNOLOGIES.**

**PRICE QUOTATION**

Quotation Number: 2022-06-16

Jun 16, 2022

**City of Goldendale**  
1103 S. Columbus  
Goldendale, WA 98620  
Attn: Pat Munyan

**Dear Pat,**

Subject: Price quote for Dhyan's StreetMan CMS

As you requested, I am providing you with the price quote for Dhyan's StreetMan Cloud-SaaS version

#	Description	Price per device (USD)	Device QTY	Extended Price (USD)
1	StreetMan Migration Fees from Echelon LumInsight Desktop system (one-time fee)	\$5000	1	\$5000
2	StreetMan CMS License fee (Annual)	\$6	314*	\$1884
3	AWS Cloud Hosting (Annual)	\$2000	1	\$2000
<b>TOTAL AMOUNT</b>				<b>\$8,884</b>
One Time Fee				<b>\$5,000</b>
Annual Recurring fees				<b>\$3,884</b>

Wire Transfer Instructions in USD (US \$): Bank of America; Bank address: 43591 Mission Boulevard, Fremont, CA 94539, USA. Account Name: Dhyan Networks and Technologies, Inc, Company Address: 160 Stanford Avenue, Fremont, CA 94539; SWIFT CODE: BOFAUS3N; Account Number: 3250 2778 6147 / ABA Routing Number: 121000358.

## **TERMS & CONDITIONS:**

- (1) StreetMan subscription is governed by Dhyan Networks and Technologies, Inc, End User Licensing Agreement (EULA).
- (2) Annual subscription fee includes Annual Maintenance and Support (AMS)
- (3) AMS includes phone and email support, and it is governed by Dhyan's End User Support Agreement.
- (4) Above price doesn't include any local taxes; all taxes would be your responsibility
- (5) Customer needs to provide information on grouping and schedule for controllers pre-commissioning.
- (6) \*Total number of Echelon nodes to be confirmed by the city.

Please feel free to contact me at +1.650.863.0562 if you have any questions. Thank you

Sincerely,

**Prakash Ramadass**  
VP, Smart Cities



Quotation Number: 2022-06-16-02

**City of Goldendale**  
1103 S. Columbus  
Goldendale, WA 98620  
Attn: Pat Munyan

**Subject: Price quote for Ohli Smart Lighting Solution – Replace all Echelon controls.**

#	Description	Price per device (USD)	Quantity	Extended Price (USD)
1	<p><b>Ohli Smart Lighting Solution (Standard voltage controller)</b></p> <p>All-inclusive bundled solution that consists of the following:</p> <ul style="list-style-type: none"> <li>(a) Ohli nodes: smart Cellular/NB-IoT light controllers (NEMA- 7 pin, standard 120V ~ 277 VAC, GPS enabled, Tilt Sensor, RTC) with five (5) years of hardware warranty</li> <li>(b) Ohli Connectivity: Industrial rated e-SIM with five (5) years of data connectivity provided by four major US service provider</li> <li>(c) Ohli Software: Cloud based easy to use management software to monitor, control and manage controllers including cloud hosting fees fully paid for five (5) years</li> <li>(d) Ohli Service: Annual Monitoring, Support and Maintenance Service (AMMS) controllers fully paid for five (5) years</li> </ul>	<p>\$170</p> <p>Included</p> <p>Included</p> <p>Included</p> <p>Included</p>	<p>314</p>	<p>\$ 53,380</p>
	SHIPPING	EXTRA		TBD
	TOTAL AMOUNT			\$53,380

**Note:** Price exclusive of bank charges, shipment charges, insurance and import duty or tax

**TERMS & CONDITIONS:**

- (1) Sale of Ohli Smart Lighting Solution is subject to Dhyan Networks and Technologies, Inc., **"STANDARD TERMS AND CONDITIONS FOR SALE"** as indicated below.
- (2) StreetMan subscription is governed by Dhyan Networks and Technologies, Inc, **"END USER LICENSING AGREEMENT (EULA)"**.
- (3) AMMS includes phone and email support, and it is governed by Dhyan Networks and Technologies, Inc., **"END USER MONITORING, SUPPORT AND MAINTENANCE AGREEMENT (EUMSMA)"**.
- (4) Following shipping options are available: ExWorks (default shipping option), FoB, and CIF.
- (5) All prices are in USD. Above prices do not include any local taxes; all taxes would be your responsibility
- (6) Payment terms: 50% prepayment upon order, 50% balance payment before delivery
- (7) Product lead time is 8-12 weeks to ship after receiving the 50 % payment
- (8) The quote is valid up to 90 days.
- (9) To order, please provide me with a PO
- (10) Bank information for Remittances as indicated below.

Beneficiary Bank	: Bank of America – Mission San Jose
Bank Address	: 43591 Mission Boulevard, Fremont, California 94539, USA
Account Name	: Dhyan Networks and Technologies, Inc.
Account Number	: 3250 2778 6147
ABA routing number	: 121 000 358
SWIFT Code	: BOFAUS3N

Please feel free to contact me at +1.650.863.0562 ([pramadass@dhyan.com](mailto:pramadass@dhyan.com)) if you have any questions.

Thank you.

Sincerely,

**Prakash Ramadass**  
VP, Smart Cities  
+1 6508630562

**DHYAN NETWORKS AND TECHNOLOGIES, INC**

**STANDARD TERMS AND CONDITIONS FOR SALE**

- 1. Offer and Acceptance:** DHYAN offers to sell and deliver products in accordance with the terms and conditions set forth herein. Acceptance of this offer is expressly limited to such terms. DHYAN hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer's purchase order, unless DHYAN expressly agrees to such terms in writing.
- 2. Prices and Releases:** DHYAN's price in effect at the time DHYAN receives Buyer's purchase order shall continue to apply if the quantity ordered is released by DHYAN within twelve (12) months and shipments are scheduled within eighteen (18) months. Otherwise, DHYAN's price in effect on the actual release date for the quantity actually shipped shall apply. If the price of fuels, metals, raw materials, equipment or other production costs increases significantly, DHYAN shall have the right and Buyer shall have the obligation to renegotiate the price of all products not yet shipped.
- 3. Title and Delivery:** Shipments shall be delivered Ex-Works Buyer's designated carrier. Title and liability for loss or damage shall pass to Buyer upon DHYAN's delivery to Buyer's designated carrier. Any subsequent loss or damage shall not relieve Buyer from its obligations. Buyer shall reimburse DHYAN for insurance and transportation costs on international shipments and shall be responsible for all import duties, taxes and any other expenses incurred or licenses or clearances required. DHYAN may deliver products in installments. Delivery dates are estimates. DHYAN shall not be liable for any damage, losses or expenses incurred by Buyer if it is not attributable to DHYAN that DHYAN fails to meet the estimated delivery dates.
- 4. Payment Terms:** DHYAN's standard payment term is 50% of the amount ordered upfront with the balance upon delivery. If DHYAN extends credit to Buyer, payment terms shall be net fifteen (15) days after DHYAN 's invoice. DHYAN may change or withdraw credit amounts or payment terms at any time for any reason. If the products are delivered in installments, Buyer shall pay for each installment in accordance with the above payment terms. If it is attributable to Buyer that Buyer fails to make any payment when due, DHYAN may suspend or cancel performance under any agreements in which DHYAN has extended credit to Buyer. DHYAN 's suspension of performance may result in rescheduling delays. If, in DHYAN 's judgment, Buyer's financial condition does not justify the payment terms specified herein, then DHYAN may terminate this contract unless Buyer immediately pays for all products that have been delivered and pays in advance for all products to be delivered. Termination in accordance with this clause shall not affect DHYAN 's right to pursue any other available remedies.
- 5. Taxes:** Prices do not include applicable taxes or duties. Buyer is solely responsible for paying all applicable taxes and duties. DHYAN will add sales taxes to the sales price where required by applicable law, and Buyer will pay such taxes unless Buyer provides DHYAN with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its payment to DHYAN, Buyer shall promptly pay such amount to the appropriate tax authority and take all reasonable steps to minimize such withholding tax.
- 6. Contingencies:** DHYAN shall not be in breach of this contract and shall not be liable for any non-performance or

delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond DHYAN 's reasonable control, including but not limited to, shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God. In the event of a shortage of products, DHYAN may allocate, at its sole discretion, product production and deliveries.

## **7. Warranties and Related Remedies:**

**7.1.** Subject to clauses 7.5 and 7.6 below, DHYAN warrants that Dhyan products will conform either to DHYAN 's published specifications for such product or other mutually agreed upon written specifications signed by an authorized DHYAN representative. For Ohli nodes this warranty lasts for five (5) years after the date DHYAN ships such products to Buyer. Notwithstanding the foregoing, DHYAN shall not be liable for any defects that are caused by neglect, misuse or mistreatment by an entity other than DHYAN, including improper installation or testing, or for any products that have been altered or modified in any way by an entity other than DHYAN. Moreover, DHYAN shall not be liable for any defects that result from Buyer's design, specifications or instructions for such products. Testing and other quality control techniques are used to the extent DHYAN deems necessary. Unless mandated by government requirements, DHYAN does not necessarily test all parameters of each product.

**7.2.** If any DHYAN products fail to conform to the warranty set forth above, DHYAN 's sole liability shall be at its option to repair or replace such products, or credit Buyer's account for such products. DHYAN 's liability under this warranty shall be limited to products that are returned during the warranty period to the address designated by DHYAN and that are determined by DHYAN not to conform to such warranty. If DHYAN elects to repair or replace such products, DHYAN shall have a reasonable time to repair such products or provide replacements. Repaired products shall be warranted for the remainder of the original warranty period. Replaced products shall be warranted for a new full warranty period.

**7.3.** EXCEPT AS SET FORTH ABOVE, PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." DHYAN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7.4.** Buyer agrees that prior to using or distributing any systems that include DHYAN products, Buyer will thoroughly test such systems and the functionality of such DHYAN products as used in such systems. DHYAN may provide technical, applications or design advice, quality characterization, reliability data or other services. Buyer agrees that providing these services shall not expand or otherwise alter DHYAN 's warranties, as set forth above, and no additional obligations or liabilities shall arise from DHYAN providing such services.

### **7.5. Safety-Critical, Military and Automotive Applications.**

DHYAN products are not authorized for use in safety-critical applications (such as life support) where a failure of the DHYAN product would reasonably be expected to cause severe personal injury or death, unless officers of the parties have executed an agreement specifically governing such use. Buyer shall fully

indemnify DHYAN and its representatives against any damages arising out of the unauthorized use of DHYAN products in such safety-critical applications.

DHYAN products are neither designed nor intended for use in military/aerospace applications or environments unless the DHYAN products are specifically designated by DHYAN as military-grade or "enhanced plastic." Only products designated by DHYAN as military-grade meet military specifications. Buyer acknowledges and agrees that any such use of DHYAN products which DHYAN has not designated as military-grade is solely at the Buyer's risk, and that Buyer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.

DHYAN products are neither designed nor intended for use in automotive applications or environments unless the specific DHYAN products are designated by DHYAN as compliant with ISO/TS 16949 requirements. In any case of such use of non-designated products, DHYAN will not be responsible for any failure to meet ISO/TS16949 requirements.

Buyer represents that it has all necessary expertise in the safety and regulatory ramifications of its applications, and Buyer acknowledges and agrees that it is solely responsible for compliance with all legal, regulatory and safety-related requirements concerning its products and any use of DHYAN products in Buyer's applications, unless such applications-related information or support is provided by DHYAN.

**7.6.** Notwithstanding anything to the contrary, SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." DHYAN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

## **8. Intellectual Property Indemnification:**

**8.1.** Subject to clauses 8.2, 8.3, 9.1 and 9.2, DHYAN will pay any damages, liabilities or costs (excluding consequential and exemplary damages) finally awarded against Buyer, or agreed to by DHYAN as settlement or compromise, and will defend Buyer against any claim, suit or proceeding brought against Buyer, insofar as such claim, suit or proceeding is based on an allegation that products manufactured and supplied by DHYAN to Buyer directly infringe any United States, Canadian, Japanese or Territory's or European Union member country patent, copyright, or trade secret; provided DHYAN is (i) promptly informed and furnished a copy of such claim, suit, or proceeding, (ii) given all evidence in Buyer's possession, custody or control, (iii) given reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement or compromise. Buyer hereby agrees to make available to DHYAN the benefit of any defense available to Buyer to any infringement allegation hereunder, including, but not limited to, any license or option to license or sub-license any intellectual property right that is the subject of such infringement allegation.

**8.2.** In the event of an allegation for which DHYAN is obligated to defend Buyer pursuant to clause 8.1, DHYAN may, but shall not be obligated to: (i) obtain a license that allows Buyer to continue the use of the products, (ii) replace or modify the products so as to be non-infringing, but in a manner that does not materially affect the functionality of the products. If DHYAN elects to provide either of the options set forth



in clauses (i) and (ii) above, DHYAN 's indemnity obligation pursuant to clause 8.1 shall be entirely fulfilled as to that individual claim, except for any damages, liabilities, or costs (excluding consequential and exemplary damages) incurred by Buyer prior to DHYAN taking such action. If DHYAN elects the option set forth in clause (iii) above, DHYAN 's indemnity obligation under this contract shall be entirely fulfilled, regardless of any additional claims. Also, if DHYAN elects the option set forth in clause (iii) above, Buyer shall return to DHYAN any and all products remaining in Buyer's possession, custody or control.

**8.3.** DHYAN shall have no liability for any costs, losses or damages resulting from Buyer's willful acts, or any settlement or compromise incurred or made by Buyer without DHYAN 's prior written consent. DHYAN shall have no obligation to defend and no liability for any costs, losses or damages, to the extent that an infringement allegation is based upon: (i) Buyer's use of the products in combination with any other product, software or equipment. Nevertheless, if but for the products, the combination will not infringe, then DHYAN shall have obligation and liability; (ii) Buyer's use of the products in a manner or for an application other than for which they were designed or intended, regardless of whether DHYAN was aware of or had been notified of such use; (iii) ; (iv) Buyer's modifications to the products; (v) DHYAN 's compliance with Buyer's particular design, instructions or specifications; or (vi) DHYAN 's compliance with any industry or proprietary standard or Buyer's use of the products to enable implementation of any industry or proprietary standard (such claims - i.e. those set forth in (i) through (vi) above - are individually and collectively referred to herein as "Other Claims").

**8.4.** Buyer shall indemnify and hold DHYAN harmless against any damages, liabilities or costs finally awarded against DHYAN or agreed to by Buyer as settlement or compromise, and will defend any claim, suit or proceeding brought against DHYAN insofar as such claim, suit or proceeding is based on an allegation arising from Other Claims.

**8.5.** THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT, AND THAT IN THE ABSENCE OF SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

## **9. Limitations and Damages Disclaimer:**

**9.1.** General Limitations. IN NO EVENT SHALL DHYAN BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT OR THE USE OF THE GOODS PROVIDED HEREUNDER, REGARDLESS OF WHETHER DHYAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RETESTING, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST DHYAN MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.

**9.2. Specific Limitations.** IN NO EVENT SHALL DHYAN 'S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR ANY USE OF ANY DHYAN PRODUCT PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO DHYAN FOR THE PARTICULAR UNITS SOLD UNDER THIS CONTRACT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR UNITS SOLD TO BUYER UNDER THIS CONTRACT SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

**9.3.** BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

**10. Cancellations and Rescheduling:**

No cancellation or rescheduling of product by Buyer within thirty (30) days of DHYAN 's estimated shipping date for such product will be accepted. Any cancellation or rescheduling of product by Buyer more than thirty (30), but less than ninety (90), days before DHYAN 's estimated shipping date for such product may result in a charge to Buyer. Such charge, if any, shall be reasonably determined by DHYAN based on factors such as whether the product was manufactured specifically for Buyer, DHYAN's ability to change its production schedule within the period of notice provided by Buyer, whether DHYAN acquired or allocated particular supplies or equipment to meet Buyer's order and such other factors as reasonably determined by DHYAN. Orders may be cancelled or rescheduled by Buyer more than ninety (90) days before DHYAN 's estimated shipping date for such product at Buyer's discretion and without charge.

**11. Non-waiver of Default:** In the event of any default by Buyer, DHYAN may decline to make further shipments. If DHYAN elects to continue to make shipments, DHYAN 's action shall not constitute a waiver of any such default or affect DHYAN 's legal remedies for any such default.

**12. Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the state of California in the United States of America, without reference to conflict-of-laws principles. If for any reason a court of competent jurisdiction finds any provision of this contract to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of this contract will continue in full force and effect. This contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA). Notwithstanding the foregoing, any judgment may be enforced in any California or foreign court, and DHYAN may seek injunctive relief in any California or foreign court.

**13. Export Control:**

**13.1.** Buyer further agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code acquired from DHYAN under this contract or any direct product of such technical data, software or software source code. Accordingly, Buyer shall not sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by United States of America or applicable non-United States of America



laws. Further, Buyer shall give notice of the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such product, technical data, software or software source code from Buyer with the intention of exportation. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this contract. If government approvals cannot be obtained, DHYAN may terminate, cancel or otherwise be excused from performing any obligations it may have under this contract.

**13.2.** Any product export classification made by DHYAN shall be for DHYAN 's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such product or whether an export license or other documentation is required for the exportation of such product. This Section 13 shall survive termination of this contract.

**14. Assignment:** This contract shall not be assignable by Buyer without DHYAN 's prior written consent. Any unauthorized assignment shall be null and void.

**15. Entire Agreement:** This contract constitutes the entire agreement between the parties relating to the sale of the products and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No prior representations or statements relating to the sale of the products made by any DHYAN representative, which are not stated herein, shall be binding on DHYAN. No addition to or modification of any provision of this contract shall be binding upon DHYAN unless made in writing and signed by a duly authorized DHYAN representative. No course of dealing or trade usage or course of performance shall be relevant to explain or supplement any term in this contract. These terms and conditions shall prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any purchase order or other writing not expressly incorporated herein, including but not limited to data sheets, application notes and purchase order acknowledgements. The section headings contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract.

### PRICE QUOTATION

Quotation Number: 2022-06-16-02

June 16, 2022

**City of Goldendale**  
1103 S. Columbus  
Goldendale, WA 98620  
Attn: Pat Munyan

**Dear Pat,**

**Subject: Price quote for Ohli Smart Lighting Solution – Replace all Echelon controls.**

#	Description	Price per device (USD)	Quantity	Extended Price (USD)
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	SHIPPING	EXTRA		TBD
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**Note:** Price exclusive of bank charges, shipment charges, insurance and import duty or tax

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- (9) To order, please provide me with a PO
- (10) Bank information for Remittances as indicated below.

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Account Name	: Dhyan Networks and Technologies, Inc.
Account Number	: 3250 2778 6147
ABA routing number	: 121 000 358
SWIFT Code	: BOFAUS3N

Please feel free to contact me at +1.650.863.0562 ([pramadass@dhyan.com](mailto:pramadass@dhyan.com)) if you have any questions.

Thank you.

Sincerely,

**Prakash Ramadass**

VP, Smart Cities

+1 6508630562

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- 6. Contingencies:** DHYAN shall not be in breach of this contract and shall not be liable for any non-performance or

delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond DHYAN 's reasonable control, including but not limited to, shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God. In the event of a shortage of products, DHYAN may allocate, at its sole discretion, product production and deliveries.

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7.6. Notwithstanding anything to the contrary, SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." DHYAN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

## **8. Intellectual Property Indemnification:**

8.1. Subject to clauses 8.2, 8.3, 9.1 and 9.2, DHYAN will pay any damages, liabilities or costs (excluding consequential and exemplary damages) finally awarded against Buyer, or agreed to by DHYAN as settlement or compromise, and will defend Buyer against any claim, suit or proceeding brought against Buyer, insofar as such claim, suit or proceeding is based on an allegation that products manufactured and supplied by DHYAN to Buyer directly infringe any United States, Canadian, Japanese or Territory's or European Union member country patent, copyright, or trade secret; provided DHYAN is (i) promptly informed and furnished a copy of such claim, suit, or proceeding, (ii) given all evidence in Buyer's possession, custody or control, (iii) given reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement or compromise. Buyer hereby agrees to make available to DHYAN the benefit of any defense available to Buyer to any infringement allegation hereunder, including, but not limited to, any license or option to license or sub-license any intellectual property right that is the subject of such infringement allegation.

8.2. In the event of an allegation for which DHYAN is obligated to defend Buyer pursuant to clause 8.1, DHYAN may, but shall not be obligated to: (i) obtain a license that allows Buyer to continue the use of the products, (ii) replace or modify the products so as to be non-infringing, but in a manner that does not materially affect the functionality of the products. If DHYAN elects to provide either of the options set forth

in clauses (i) and (ii) above, DHYAN 's indemnity obligation pursuant to clause 8.1 shall be entirely fulfilled as to that individual claim, except for any damages, liabilities, or costs (excluding consequential and exemplary damages) incurred by Buyer prior to DHYAN taking such action. If DHYAN elects the option set forth in clause (iii) above, DHYAN 's indemnity obligation under this contract shall be entirely fulfilled, regardless of any additional claims. Also, if DHYAN elects the option set forth in clause (iii) above, Buyer shall return to DHYAN any and all products remaining in Buyer's possession, custody or control.

**8.3.** DHYAN shall have no liability for any costs, losses or damages resulting from Buyer's willful acts, or any settlement or compromise incurred or made by Buyer without DHYAN 's prior written consent. DHYAN shall have no obligation to defend and no liability for any costs, losses or damages, to the extent that an infringement allegation is based upon: (i) Buyer's use of the products in combination with any other product, software or equipment. Nevertheless, if but for the products, the combination will not infringe, then DHYAN shall have obligation and liability; (ii) Buyer's use of the products in a manner or for an application other than for which they were designed or intended, regardless of whether DHYAN was aware of or had been notified of such use; (iii) ; (iv) Buyer's modifications to the products; (v) DHYAN 's compliance with Buyer's particular design, instructions or specifications; or (vi) DHYAN 's compliance with any industry or proprietary standard or Buyer's use of the products to enable implementation of any industry or proprietary standard (such claims - i.e. those set forth in (i) through (vi) above - are individually and collectively referred to herein as "Other Claims").

**8.4.** Buyer shall indemnify and hold DHYAN harmless against any damages, liabilities or costs finally awarded against DHYAN or agreed to by Buyer as settlement or compromise, and will defend any claim, suit or proceeding brought against DHYAN insofar as such claim, suit or proceeding is based on an allegation arising from Other Claims.

**8.5.** THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT, AND THAT IN THE ABSENCE OF SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

## **9. Limitations and Damages Disclaimer:**

**9.1.** General Limitations. IN NO EVENT SHALL DHYAN BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT OR THE USE OF THE GOODS PROVIDED HEREUNDER, REGARDLESS OF WHETHER DHYAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RETESTING, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST DHYAN MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.

**9.2. Specific Limitations.** IN NO EVENT SHALL DHYAN 'S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR ANY USE OF ANY DHYAN PRODUCT PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO DHYAN FOR THE PARTICULAR UNITS SOLD UNDER THIS CONTRACT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR UNITS SOLD TO BUYER UNDER THIS CONTRACT SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

**9.3.** BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

**10. Cancellations and Rescheduling:**

No cancellation or rescheduling of product by Buyer within thirty (30) days of DHYAN 's estimated shipping date for such product will be accepted. Any cancellation or rescheduling of product by Buyer more than thirty (30), but less than ninety (90), days before DHYAN 's estimated shipping date for such product may result in a charge to Buyer. Such charge, if any, shall be reasonably determined by DHYAN based on factors such as whether the product was manufactured specifically for Buyer, DHYAN's ability to change its production schedule within the period of notice provided by Buyer, whether DHYAN acquired or allocated particular supplies or equipment to meet Buyer's order and such other factors as reasonably determined by DHYAN. Orders may be cancelled or rescheduled by Buyer more than ninety (90) days before DHYAN 's estimated shipping date for such product at Buyer's discretion and without charge.

**11. Non-waiver of Default:** In the event of any default by Buyer, DHYAN may decline to make further shipments. If DHYAN elects to continue to make shipments, DHYAN 's action shall not constitute a waiver of any such default or affect DHYAN 's legal remedies for any such default.

**12. Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the state of California in the United States of America, without reference to conflict-of-laws principles. If for any reason a court of competent jurisdiction finds any provision of this contract to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of this contract will continue in full force and effect. This contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA). Notwithstanding the foregoing, any judgment may be enforced in any California or foreign court, and DHYAN may seek injunctive relief in any California or foreign court.

**13. Export Control:**

**13.1.** Buyer further agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code acquired from DHYAN under this contract or any direct product of such technical data, software or software source code. Accordingly, Buyer shall not sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by United States of America or applicable non-United States of America

laws. Further, Buyer shall give notice of the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such product, technical data, software or software source code from Buyer with the intention of exportation. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this contract. If government approvals cannot be obtained, DHYAN may terminate, cancel or otherwise be excused from performing any obligations it may have under this contract.

**13.2.** Any product export classification made by DHYAN shall be for DHYAN 's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such product or whether an export license or other documentation is required for the exportation of such product. This Section 13 shall survive termination of this contract.

**14. Assignment:** This contract shall not be assignable by Buyer without DHYAN 's prior written consent. Any unauthorized assignment shall be null and void.

**15. Entire Agreement:** This contract constitutes the entire agreement between the parties relating to the sale of the products and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No prior representations or statements relating to the sale of the products made by any DHYAN representative, which are not stated herein, shall be binding on DHYAN. No addition to or modification of any provision of this contract shall be binding upon DHYAN unless made in writing and signed by a duly authorized DHYAN representative. No course of dealing or trade usage or course of performance shall be relevant to explain or supplement any term in this contract. These terms and conditions shall prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any purchase order or other writing not expressly incorporated herein, including but not limited to data sheets, application notes and purchase order acknowledgements. The section headings contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract.

AGENDA BILL: H1

AGENDA TITLE: Resolution 723 amending Res. 604

DATE: September 6, 2022

**ACTION REQUIRED:**

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

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

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

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**EXPLANATION:** Resolution 604 authorize certain city staff members to invest city monies in the local government investment pool. The two employees that are authorized no longer employed by the city. Resolution 723 replaces and authorizes Sandy Wells and Patrick Munyan to vest city monies in the local government investment pool.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:** recommendation of approval.

**MOTION: I MOVE TO ADOPT RESOLUTION 723 AMENDING RESOLUTION NO 604 AUTHORIZING INVESTMENT OF THE CITY OF GOLDENDALE MONIES IN THE LOCAL GOVERNMENT INVESTMENT POOL.**



**CITY OF GOLDENDALE  
GOLDENDALE, WASHINGTON**

**RESOLUTION NO. ~~704~~ 723**

**A RESOLUTION AMENDING RESOLUTION NO. 604 AUTHORIZING  
INVESTMENT OF THE CITY OF GOLDENDALE MONIES IN THE LOCAL  
GOVERNMENT INVESTMENT POOL**

**WHEREAS**, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds' investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

**WHEREAS**, from time to time it may be advantageous to the authorized governmental entity, City of Goldendale, to contribute funds available for investment in the LGIP; and

**WHEREAS**, the investment strategy for the LGIP is set forth in its policies and procedures; and

**WHEREAS**, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City of Goldendale, or any designee of the governing body pursuant to this resolution or a subsequent resolution; and

**WHEREAS**, the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

**WHEREAS**, the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

**WHEREAS**, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

**NOW THEREFORE, BE IT RESOLVED** that the governing body does hereby authorize the contribution and withdrawal of government entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

**BE IT FURTHER RESOLVED** that the governing body has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by the City of Goldendale and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

**BE IT FURTHER RESOLVED** that the government entity designates Sandy Wells and Patrick Munyan~~Gennie Byers~~, Clerk-Treasurer and City Administrator to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

**BE IT FURTHER RESOLVED** that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice ~~offe~~ such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

**BE IT FURTHER RESOLVED** that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

**BE IT FURTHER RESOLVED** that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

READ, APPROVED AND PASSED this ~~648~~<sup>th</sup> day of ~~September~~February, 20~~22~~14.

Attest:

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Michael Canon~~Clinton~~  
Baze, Mayor

| Sandy Wells~~Connie Byers~~, Clerk-Treasurer