

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
APRIL 19, 2021
7:00 PM**

NOTE: THE CITY OF GOLDENDALE IS NOW CONDUCTING IN PERSON MEETINGS. THE NUMBER OF PARTICIPANTS IS LIMITED TO 50% CAPACITY, NOT INCLUDING STAFF. PUBLIC PARTICIPATION IS STILL INVITED BY TELEPHONE AND TELECONFERENCING UNTIL RESTRICTIONS REQUIRED BY THE PANDEMIC HAVE BEEN LIFTED BY CDC OR THE STATE OR WHEN LARGER PUBLIC ACCOMMODATIONS HAVE BEEN OBTAINED. THIS MEETING IS BEING HELD REMOTELY BY TELEPHONE AND ZOOM VIDEO. TO PARTICIPATE 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
 - 1. Kary Garner-Schmidt – Handicap Parking Downtown

- F. Department Reports

- G. Council Business
 - 1. RRR Development, LLC Preliminary Plat Subdivision Decision
 - 2. RRR Development, LLC Rezone Application Decision

- H. Resolutions
 - 1. Reimbursement Resolution for purchase of equipment

- I. Ordinances
 - 1. Authorization to Purchase Certain Personal Property

- J. Report of Officers and City Administrator – Larry, Council, Mayor

- K. Public Comment – 3 Minute Limit (If you are going to be more than 3 minutes, please request a presentation for the following council meeting)

- L. Executive Session

- M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON MAY 3, 2021 AT 7:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: APRIL 19, 2021

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

The consent agenda includes the following:

Minutes of the April 5, 2021 regular council meeting, second pay period March checks #54275 – 54302, 901284, direct deposit 4/6/2021 in the amount of \$100,583.58, April 19, 2021 claims checks #54303 – 54358, 901285 - 901290 in the amount of \$119,033.60.

FISCAL IMPACT:

Payroll checks in the amount of \$100,583.58, claims checks in the amount of \$119,033.60.

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
APRIL 5, 2021
7:00 PM**

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

Roll Call

Council Present: Mayor Michael A Canon (Not voting), Council Member Andy Halm, Council Member Kevin Feiock, Council Member Loren Meagher, Council Member Miland Walling.

Staff Present: City Administrator Larry Bellamy (Not voting), Clerk-Treasurer Connie Byers (Not voting), Fire Chief Noah Halm (Not voting).

Absent: Council Member Filiberto Ontiveros, Council Member Julie Buck, Police Chief Jay Hunziker.

Motion: I move to excuse Filiberto Ontiveros and Julie Buck from the meeting., **Action:** Motion, **Moved by** Council Member Miland Walling, **Seconded by** Council Member Andy Halm.

Motion passed unanimously.

Mayor Canon announced that Shannon Middleton has joined us and stated that Shannon has resigned from his Council Member position.

Agenda and Consent Agenda

Motion: I move to approve the agenda and consent agenda., **Action:** Motion, **Moved by** Council Member Andy Halm, **Seconded by** Council Member Miland Walling.
Motion passed unanimously.

Department Reports

Noah reported that him and the Mayor will be talking with the county about a ladder truck and a house fire at 230 E Main.

Council Business

Capital Outlay and Notice of Award for Emergency Equipment and Hoses

Motion: I move to approve a capital outlay for the purchase of emergency equipment and hoses to the low bidder, M.E.S. in the amount of \$18,201.36., **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Andy Halm.

Motion passed unanimously.

Notice of Award for the Alley Sewer Replacement Project

Motion: I move to reject all bids for the alley sewer replacement project regarding bid opening held March 31, 2021., **Action:** Motion, **Moved by** Council Member Andy Halm, **Seconded by** Council Member Kevin Feiock.

Vote: Motion passed (**summary:** AYES = 3, NAYS = 1, ABSTAIN = 0).

AYES: Council Member Andy Halm, Council Member Kevin Feiock, Council Member Miland Walling.

NAYS: Council Member Loren Meagher.

Report of Officers and City Administrator

Andy reported that citizens have approached him about the intersection of Collins and Roosevelt.

Loren asked about painting crosswalks.

Miland report on the Goldendale Chamber

Mayor spoke about a new coin for the 150th year for the City of Goldendale and then read an approximation on National Infertility Awareness April 18th – 24th.

Public Comment

Larry Hctor commented on the coins from the 100th year for the City of Goldendale.

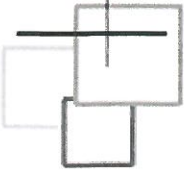
Adjournment

Motion: I move to adjourn the meeting., **Action:** Motion, **Moved by** Council Member Andy Halm, **Seconded by** Council Member Miland Walling.
Motion passed unanimously.

Michael A Canon, Mayor

Connie Byers, Clerk-Treasurer

Register



Fiscal: 2021

Deposit Period: 2021 - Apr 2021

Check Period: 2021 - Apr 2021 - 1st Council Apr 2021

Number	Name	Print Date	Clearing Date	Amount
Columbia State Bank				
Check	20016310			
54303	Allyns Building Center	4/19/2021		\$649.40
54304	Anatek Labs Inc	4/19/2021		\$60.00
54305	Aramark Uniform Serv Inc	4/19/2021		\$631.92
54306	Basin Feed & Supply	4/19/2021		\$54.83
54307	Bishop Sanitation Inc	4/19/2021		\$240.00
54308	Bohn's Printing	4/19/2021		\$278.47
54309	Book Nook, The	4/19/2021		\$56.66
54310	Carquest Auto Parts	4/19/2021		\$458.02
54311	Class 5	4/19/2021		\$752.53
54312	David Brotherton	4/19/2021		\$188.00
54313	Finwood Ag Services	4/19/2021		\$161.25
54314	Goldendale Auto Supply	4/19/2021		\$50.74
54315	Goldendale Chamber	4/19/2021		\$7,749.99
54316	Goldendale Exhaust LLC	4/19/2021		\$212.92
54317	Goldendale Sentinel	4/19/2021		\$208.26
54318	Goldendale Tire Center	4/19/2021		\$19.92
54319	Goldendale, City of	4/19/2021		\$7,773.43
54320	Granite Construction Company	4/19/2021		\$6,010.86
54321	Hach Company	4/19/2021		\$90.73
54322	Hattenhauer Energy Co LLC	4/19/2021		\$1,929.40
54323	Holcombs Market	4/19/2021		\$5.98
54324	IBS Incorporated	4/19/2021		\$413.52
54325	Inductive Automation LLC	4/19/2021		\$1,827.50
54326	Jeffery Raley	4/19/2021		\$234.08
54327	Klickitat CO Health Dept	4/19/2021		\$140.00
54328	Klickitat CO Treasurer	4/19/2021		\$591.17
54329	L N Curtis & Sons	4/19/2021		\$863.65
54330	Les Schwab Tire Center	4/19/2021		\$321.07
54331	Lori Lynn Hoctor Attorney at Law	4/19/2021		\$2,270.00
54332	Menke Jackson Beyer LLP	4/19/2021		\$1,103.82
54333	Michael D Levitz	4/19/2021		\$1,275.00
54334	One Call Concepts Inc	4/19/2021		\$34.24
54335	Paragon Corporate Housing	4/19/2021		\$88.92
54336	Pioneer Surveying & Engineering Inc	4/19/2021		\$7,920.00
54337	Precision Approach Engineering	4/19/2021		\$11,481.85
54338	Precision Service and Electric LLC	4/19/2021		\$998.31

Number	Name	Print Date	Clearing Date	Amount
54339	Quill Corporation	4/19/2021		\$1,222.82
54340	Radcomp Technologies	4/19/2021		\$5,590.54
54341	Republic Services Inc	4/19/2021		\$541.85
54342	Sawyer's True Value	4/19/2021		\$84.99
54343	Sherwin-Williams Co, The	4/19/2021		\$327.73
54344	Sound Water Services	4/19/2021		\$2,664.00
54345	Swissphone LLC	4/19/2021		\$3,055.01
54346	Travelers	4/19/2021		\$80.00
54347	TrimFlex Vinyl Supply Co	4/19/2021		\$80.26
54348	US Cellular	4/19/2021		\$2,837.24
54349	US Post Office	4/19/2021		\$92.00
54350	USA Blue Book	4/19/2021		\$5,016.27
54351	Verax Chemical Company	4/19/2021		\$168.24
54352	Verizon Wireless	4/19/2021		\$892.76
54353	Vision Municipal Solutions Llc	4/19/2021		\$1,011.84
54354	WA St Dept of Ecology	4/19/2021		\$17,931.31
54355	WA St Dept of Retirement Systems	4/19/2021		\$25.00
54356	WA St Treasurer	4/19/2021		\$3,734.01
54357	Wells Fargo Financial Leasing	4/19/2021		\$23.67
54358	Western First Aid & Safety	4/19/2021		\$221.45
901285	HSA Bank Employee Plan Funding	4/19/2021		\$13.50
901286	Invoice Cloud	4/19/2021		\$198.40
901287	Neopost Leasing Inc	4/19/2021		\$543.00
901288	WA St Dept of Revenue	4/19/2021		\$7,183.97
901289	WA St Dept of Revenue	4/19/2021		\$7,246.53
901290	WA St Dept of Revenue	4/19/2021		\$1,100.77
	Total		Check	\$119,033.60
	Total		20016310	\$119,033.60
	Grand Total			\$119,033.60

**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 54303 through 54358, 901285 - 901290 in the amount of \$119,033.60, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 14th day of April, 2021.


Clerk-Treasurer

Register Activity

Fiscal: 2021

Period: 2021 - Apr 2021

Council Date: 2021 - Apr 2021 - 1st Council Apr 2021

Reference	Date	Amount	Notes
Reference Number: 54303			
313783	3/1/2021	\$649.40	plywood
313785	3/1/2021	\$62.34	12g perf angle
313798	3/1/2021	\$31.16	outlet
313799	3/1/2021	\$3.85	screw
313811	3/1/2021	\$9.48	prime coat hole cover, door pull
313813	3/1/2021	\$15.80	drill
313863	3/2/2021	\$83.84	drywall hopper gun
314128	3/8/2021	\$11.81	sand20 compound
314129	3/8/2021	\$19.34	earmuff
314245	3/10/2021	\$42.62	coupling, tee, nipple
314251	3/10/2021	\$21.24	nipple, elbow, bushing
314283	3/10/2021	\$18.57	plugs, nipple
314416	3/12/2021	\$23.64	pole sander
314524	3/15/2021	\$18.89	cement, primer
314567	3/16/2021	\$26.74	coupling
314884	3/23/2021	\$2.00	nail
314897	3/23/2021	\$23.41	elbow, adapter, cement, primer
315235	3/30/2021	\$220.72	masking tape, paint brush, tray....
Reference Number: 54304			
210476	4/6/2021	\$60.00	service
Reference Number: 54305			
529000001343	3/23/2021	\$631.92	service
529000001393	3/23/2021	\$66.71	service
529000001406	3/23/2021	\$38.59	service
529000001421	3/23/2021	\$30.55	service
529000006030	3/30/2021	\$16.67	service
529000006043	3/30/2021	\$23.44	service
529000006047	3/30/2021	\$39.46	service
529000006054	3/30/2021	\$30.55	service
864869916	3/2/2021	\$16.67	service
864869916.1	3/2/2021	\$30.55	service
864869919	3/2/2021	\$22.30	service
864869922	3/2/2021	\$38.59	service
864879163	3/9/2021	\$16.66	service
864879167	3/9/2021	\$22.30	service
		\$38.88	service

Reference	Date	Amount	Notes
Reference Number: 54305	Aramark Uniform Serv Inc	\$631.92	
864879168	3/9/2021	\$30.55	service
864879170	3/9/2021	\$16.66	service
864888481	3/16/2021	\$66.70	service
864888484	3/16/2021	\$38.88	service
864888485	3/16/2021	\$30.55	service
864888487	3/16/2021	\$16.66	service
Reference Number: 54306	Basin Feed & Supply	\$54.83	
31237	3/16/2021	\$43.00	gloves
31643	3/22/2021	\$11.83	gloves
Reference Number: 54307	Bishop Sanitation Inc	\$240.00	
97976	4/7/2021	\$120.00	ekone park
97997	4/7/2021	\$120.00	airport
Reference Number: 54308	Bohn's Printing	\$278.47	
81726	3/25/2021	\$207.22	city hall
81727	3/25/2021	\$27.95	fire department
81728	3/25/2021	\$43.30	police department
Reference Number: 54309	Book Nook, The	\$56.66	
704688	3/3/2021	\$56.66	plaque
Reference Number: 54310	Carquest Auto Parts	\$458.02	
4993-548863	3/1/2021	\$67.36	ups
4993-549958	3/9/2021	\$8.48	pump oiler
4993-550129	3/10/2021	\$22.13	ctng tip
4993-550154	3/10/2021	\$21.95	ups
4993-552301	3/25/2021	\$63.23	master cylinder
4993-553049	3/30/2021	\$80.13	fuel pressure sensor
4993-553217	3/31/2021	\$22.53	ups
4993-579290	3/3/2021	\$17.36	supplies
4993-579343	3/4/2021	\$154.85	battery, stud, weld rod....
Reference Number: 54311	Class 5	\$752.53	
137378	3/16/2021	\$752.53	land lines
Reference Number: 54312	David Brotherton	\$188.00	
Invoice - 4/14/2021 10:04:36 AM	4/1/2021	\$188.00	service
Reference Number: 54313	Firwood Ag Services	\$161.25	
1737	4/8/2021	\$161.25	805 e court st

Reference	Date	Amount	Notes
Reference Number: 54314	Goldendale Auto Supply	\$50.74	
<u>S5-6458740</u>	3/8/2021	\$30.16	gloves
<u>S5-6478749</u>	3/15/2021	\$20.58	chain lube, bulb
Reference Number: 54315	Goldendale Chamber	\$7,749.99	
<u>4581</u>	4/5/2021	\$7,749.99	vic contract, jan, feb, mar
Reference Number: 54316	Goldendale Exhaust LLC	\$212.92	
<u>000799</u>	3/19/2021	\$84.58	oil change
<u>000884</u>	4/1/2021	\$128.34	oil change
Reference Number: 54317	Goldendale Sentinel	\$208.26	
<u>153700</u>	4/7/2021	\$68.00	var 21-01 sherry carver
<u>153701</u>	4/7/2021	\$87.13	var 20-03 rrr development
<u>153703</u>	4/7/2021	\$53.13	board of adj wagap
Reference Number: 54318	Goldendale Tire Center	\$19.92	
<u>337611</u>	3/18/2021	\$19.92	propane
Reference Number: 54319	Goldendale, City of	\$7,773.43	
<u>2021-46</u>	3/11/2021	\$113.52	bulk water
<u>2021-57</u>	4/8/2021	\$270.82	bulk water
<u>Invoice - 4/14/2021 10:24:20 AM</u>	4/14/2021	\$7,389.09	water/sewer
Reference Number: 54320	Granite Construction Company	\$6,010.86	
<u>1693605</u>	4/14/2021	\$6,010.86	retainage
Reference Number: 54321	Hach Company	\$90.73	
<u>12371400</u>	3/18/2021	\$90.73	pipet tip
Reference Number: 54322	Hattenhauer Energy Co LLC	\$1,929.40	
<u>CL97480</u>	3/31/2021	\$1,929.40	fuel
Reference Number: 54323	Holcombs Market	\$5.98	
<u>0010479115</u>	3/1/2021	\$5.98	water
Reference Number: 54324	IBS Incorporated	\$413.52	
<u>750923-1</u>	3/18/2021	\$413.52	hex washer, carb platinum drill, nut driver.....
Reference Number: 54325	Inductive Automation LLC	\$1,827.50	
<u>1196790</u>	4/13/2021	\$1,827.50	support plan renewal
Reference Number: 54326	Jeffery Raley	\$234.08	
<u>Invoice - 4/14/2021 10:39:31 AM</u>	3/26/2021	\$234.08	travel reimbursement

Reference	Date	Amount	Notes
Reference Number: 54327			
<u>5509</u>	Klickitat CO Health Dept 4/6/2021	\$140.00 \$140.00	service
Reference Number: 54328			
<u>Invoice - 4/14/2021 10:41:38 AM</u>	Klickitat CO Treasurer 4/14/2021	\$591.17 \$591.17	property tax
Reference Number: 54329			
<u>CM25976</u>	L N Curtis & Sons 3/17/2021	\$863.65 (\$107.45)	credit
<u>INV469788</u>	3/5/2021	\$949.60	polos, pants
<u>INV471398</u>	3/12/2021	\$21.50	belt
Reference Number: 54330			
<u>34800238891</u>	Les Schwab Tire Center 3/23/2021	\$321.07 \$158.03	flat repair
<u>34800239748</u>	4/1/2021	\$163.04	flat repair
Reference Number: 54331			
<u>1A0184657</u>	Lori Lynn Hocht Attorney at Law 4/1/2021	\$2,270.00	lawrence bannister
<u>1A0189381</u>	4/1/2021	\$405.00	caitlin slagle
<u>8Z0828324.1</u>	4/1/2021	\$240.00	lonna taylor
<u>XZ0531453</u>	4/1/2021	\$1,305.00 \$320.00	angelica harrington
Reference Number: 54332			
<u>Invoice - 4/14/2021 3:01:56 PM</u>	Menke Jackson Beyer LLP 3/31/2021	\$1,103.82 \$974.82	acct 044
<u>Invoice - 4/14/2021 3:56:10 PM</u>	4/14/2021	\$129.00	acct 017
Reference Number: 54333			
<u>9X0231222</u>	Michael D Levitz 4/14/2001	\$1,275.00	levi pittman
<u>xz0057679</u>	4/1/2021	\$300.00	stephen hicks
<u>XZ0310490</u>	4/1/2021	\$225.00	rayni lyon
<u>XZ0340811</u>	4/1/2021	\$225.00	toby petersen
<u>XZ0531450</u>	4/1/2021	\$225.00	chrystal peterson
Reference Number: 54334			
<u>1039073</u>	One Call Concepts Inc 3/31/2021	\$34.24 \$34.24	utility notification
Reference Number: 54335			
<u>0000181778</u>	Paragon Corporate Housing 3/19/2021	\$88.92 \$88.92	evoc training/housing
Reference Number: 54336			
<u>20-901-3.1</u>	Pioneer Surveying & Engineering Inc 3/23/2021	\$7,920.00	service
<u>20-902-4</u>	3/23/2021	\$645.00	court street sewer
<u>21-902-2</u>	3/23/2021	\$3,630.00 \$3,645.00	byars ave improvement

Reference	Date	Amount	Notes
Reference Number: 54337		\$11,481.85	
<u>5147</u>	Precision Approach Engineering 2/28/2021	\$11,481.85	aircraft fueling system
Reference Number: 54338		\$998.31	
<u>1091</u>	Precision Service and Electric LLC 3/16/2021	\$998.31	gas heaters, blower motors
Reference Number: 54339		\$1,222.82	
<u>15191650</u>	Quill Corporation 3/9/2021	\$63.96	coffee
<u>15282550</u>	3/12/2021	\$161.24	asus 27
<u>15290508</u>	3/12/2021	\$66.54	pencil cup, air freshener....
<u>15328518</u>	3/16/2021	\$52.08	free standing sign holder
<u>15456778</u>	3/19/2021	\$393.44	toner
<u>1545690</u>	3/19/2021	\$386.60	paper, hot cocoa....
<u>15457751</u>	3/19/2021	\$58.97	candy
<u>15463424</u>	3/22/2021	\$39.99	candy
Reference Number: 54340		\$5,590.54	
<u>86374</u>	Radcomp Technologies 4/12/2021	\$2,926.00	service
<u>86375</u>	4/15/2021	\$674.50	service
<u>86376</u>	4/12/2021	\$134.58	service
<u>MSP-86373</u>	4/12/2021	\$1,855.46	gold package
Reference Number: 54341		\$541.85	
<u>0487-000714410</u>	Republic Services Inc 3/31/2021	\$541.85	garbage service
Reference Number: 54342		\$84.99	
<u>487874</u>	Sawyer's True Value 3/25/2021	\$84.99	helmet style protector
Reference Number: 54343		\$327.73	
<u>9583-8</u>	Sherwin-Williams Co, The 3/25/2021	\$327.73	paint
Reference Number: 54344		\$2,664.00	
<u>2103008-2</u>	Sound Water Services 3/8/2021	\$2,664.00	chlор plus briquettes
Reference Number: 54345		\$3,055.01	
<u>SL-308480</u>	Swissphone LLC 4/7/2021	\$235.00	radio repair
<u>SL-308481</u>	4/7/2021	\$2,820.01	radio repair
Reference Number: 54346		\$80.00	
<u>6111N0236</u>	Travelers 3/30/2021	\$40.00	sandy wells
<u>6229N4236</u>	3/30/2021	\$40.00	michelle enderby
Reference Number: 54347		\$80.26	
<u>78408</u>	TrimFlex Vinyl Supply Co. 3/26/2021	\$80.26	magnetic signs

Reference	Date	Amount	Notes
Reference Number: 54348 <u>430543681</u>	US Cellular 3/24/2021	\$2,837.24 \$2,837.24	cell phones
Reference Number: 54349 <u>Invoice - 4/14/2021 2:00:42 PM</u>	US Post Office 4/14/2021	\$92.00 \$92.00	po box 1176
Reference Number: 54350 536475 <u>550623</u>	USA Blue Book 3/18/2021 3/24/2021	\$5,016.27 \$1,026.78 \$3,989.49	traffic cone pump
Reference Number: 54351 <u>01454</u>	Verax Chemical Company 3/19/2021	\$168.24 \$168.24	pop-up wipers
Reference Number: 54352 9876908862 <u>9877015868</u>	Verizon Wireless 4/4/2021 4/6/2021	\$892.76 \$700.83 \$191.93	police vehicles chlorination station
Reference Number: 54353 <u>6467</u>	Vision Municipal Solutions Llc 4/4/2021	\$1,011.84 \$1,011.84	utility bill mailing
Reference Number: 54354 <u>LN-000001012</u>	WA St Dept of Ecology 4/1/2021	\$17,931.31 \$17,931.31	loan L0000008 #39
Reference Number: 54355 <u>1443814</u>	WA St Dept of Retirement Systems 3/22/2021	\$25.00 \$25.00	oasi
Reference Number: 54356 <u>Invoice - 4/14/2021 2:39:24 PM</u>	WA St Treasurer 4/14/2021	\$3,734.01 \$3,734.01	1st quarter 2021
Reference Number: 54357 <u>Invoice - 4/14/2021 2:42:42 PM</u>	Wells Fargo Financial Leasing 4/14/2021	\$23.67 \$23.67	account 1214.0 closed
Reference Number: 54358 <u>GEG4-000504</u>	Western First Aid & Safety 3/25/2021	\$221.45 \$221.45	medical supplies
Reference Number: 901285 <u>W300506</u>	HSA Bank Employee Plan Funding 4/5/2021	\$13.50 \$13.50	service fee
Reference Number: 901286 <u>359-2021_3</u>	Invoice Cloud 3/31/2021	\$198.40 \$198.40	biller portal
Reference Number: 901287 <u>Invoice - 4/14/2021 11:06:16 AM</u>	Neopost Leasing Inc 4/14/2021	\$543.00 \$543.00	postage refill

Reference	Date	Amount	Notes
Reference Number: 901288 <u>Invoice - 4/14/2021 2:22:48 PM</u>	WA St Dept of Revenue 4/14/2021	\$7,183.97 \$7,183.97	excise tax
Reference Number: 901289 <u>Invoice - 4/14/2021 2:28:27 PM</u>	WA St Dept of Revenue 4/14/2021	\$7,246.53 \$7,246.53	excise tax
Reference Number: 901290 <u>Invoice - 4/14/2021 2:36:58 PM</u>	WA St Dept of Revenue 4/14/2021	\$1,100.77 \$1,100.77	4th quarter leasehold

Register

Number	Name	Fiscal Description	Cleared	Amount
54275	Bostick Qtrly, Kenneth W	2021 - Mar 2021 - 2nd Council Mar 2021		\$9.23
54276	Dressel, Audrey	2021 - Mar 2021 - 2nd Council Mar 2021		\$120.05
54277	Grimes, Kevin	2021 - Mar 2021 - 2nd Council Mar 2021		\$156.99
54278	Grindling, Abraham L	2021 - Mar 2021 - 2nd Council Mar 2021		\$212.40
54279	Grindling, Elliot L	2021 - Mar 2021 - 2nd Council Mar 2021		\$83.11
54280	Halm , John	2021 - Mar 2021 - 2nd Council Mar 2021		\$193.93
54281	Halm , Noah M (Qtrly)	2021 - Mar 2021 - 2nd Council Mar 2021		\$457.13
54282	Halm, Adam P	2021 - Mar 2021 - 2nd Council Mar 2021		\$55.41
54283	Halm, Sasha C	2021 - Mar 2021 - 2nd Council Mar 2021		\$434.04
54284	Howell, Cameron M	2021 - Mar 2021 - 2nd Council Mar 2021		\$46.17
54285	Hudson, Marty Qtrly	2021 - Mar 2021 - 2nd Council Mar 2021		\$175.46
54286	Kartes Qtrly, Sohn L	2021 - Mar 2021 - 2nd Council Mar 2021		\$166.23
54287	Neher Qtrly, Timothy D	2021 - Mar 2021 - 2nd Council Mar 2021		\$484.84
54288	Ontiveros (Qtr), Filiberto	2021 - Mar 2021 - 2nd Council Mar 2021		\$498.69
54289	Ontiveros III, Filiberto	2021 - Mar 2021 - 2nd Council Mar 2021		\$240.11
54290	Ontiveros Qtr, Julianna	2021 - Mar 2021 - 2nd Council Mar 2021		\$706.48
54291	Randall, Jake S	2021 - Mar 2021 - 2nd Council Mar 2021		\$138.52
54292	Randall, Jasper S	2021 - Mar 2021 - 2nd Council Mar 2021		\$313.99
54293	Randall, Joseph R	2021 - Mar 2021 - 2nd Council Mar 2021		\$110.82
54294	Randall, Steven Qtrly	2021 - Mar 2021 - 2nd Council Mar 2021		\$628.77
54295	Stelljes Qtrly, Michael	2021 - Mar 2021 - 2nd Council Mar 2021		\$470.98
54296	Sullivan Qtrly, Zachary L	2021 - Mar 2021 - 2nd Council Mar 2021		\$212.40
54297	American Family Life	2021 - Mar 2021 - 2nd Council Mar 2021		\$677.55
54298	Deferred Comp Program	2021 - Mar 2021 - 2nd Council Mar 2021		\$380.00
54299	Dept of Labor & Industries	2021 - Mar 2021 - 2nd Council Mar 2021		\$3,395.37
54300	Dept of Retirement	2021 - Mar 2021 - 2nd Council Mar 2021		\$13,692.15
54301	Employment Security	2021 - Mar 2021 - 2nd Council Mar 2021		\$152.91
54302	ICMA Retirement Trust (Plan 302195)	2021 - Mar 2021 - 2nd Council Mar 2021		\$112.50
901284	City of Goldendale	2021 - Mar 2021 - 2nd Council Mar 2021		\$20,624.89
Direct Deposit Run -	Payroll Vendor	2021 - Mar 2021 - 2nd Council Mar 2021		\$55,632.46
4/6/2021				\$100,583.58

AGENDA BILL: G1

AGENDA TITLE: RRR DEVELOPMENT, LLC PRELIMINARY
PLAT SUBDIVISION DECISION

DATE: APRIL 19, 2021

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X _____

RESOLUTION _____ OTHER _____

MOTION _____

EXPLANATION:

Please find attached a preliminary plat subdivision decision narrative for RRR Development, LLC. Our attorney Qunn Plant will also be available to answer any questions regarding the subdivision process.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

Memo

To: Mayor and City Council
From: Larry Bellamy, City Administrator
cc: RRR Development Subdivision File
Date: April 16, 2021
Re: RRR Development, LLC Preliminary Plat Subdivision and Variance Proposal

RRR Development, LLC Preliminary Plat Subdivision Decision Narrative

Background

1. On December 01, 2020, the subdivision review committee convened a pre-submission meeting with representatives of RRR Development, LLC, to discuss a proposed Phase 1 Subdivision for 19 lots on 5.31 acres. Based on those discussions, it was determined that a State Environmental Policy Act (SEPA) review, a preliminary plat review by the Planning Commission, a rezone public hearing by the Planning Commission and a Variance public hearing by the Board of Adjustment would be required. No other special requirements or considerations were identified as affecting the proposed subdivision. Also, discussed were timelines and sequencing of the various land-use development regulations and, further, that a review by the planning commission was desired.
2. Thereafter, a SEPA checklist was completed and an MDNS was issued on December 21, 2020.
3. SEPA comment period ended January 20, 2021.
4. A Planning Commission public hearing on the proposed subdivision and rezone on February 24, 2021.
5. The Board of Adjustment held a public hearing on the variance requests made by RRR Development.
6. The Board of Adjustment approved the variance request on April 1, 2021, allowing a reduction in the width of the residential arterial from 32 feet to 24 feet, installation of the phase-in of sidewalk construction, a reduction in the rezone request from 19 lots to 6 lots,

increasing the number of off-street parking space for each residential unit from 1 space to 2 spaces. This action is contingent on the approval of the subdivision.

7. The standard format, outlined in GMC 16.20.100, includes all items with the preliminary plat, except for sub-sections Q, S and T, which will be completed prior to approval of the final plat.

Major Subdivision Review Standards

Because the proposal contemplates dividing the property into more than four lots, the proposal is a major subdivision governed by GMC Chapter 16.20. The City Administrator may give preliminary approval to a major subdivision upon finding that the criteria set forth in GMC § 16.20.050 have been satisfied. With the exception of zoning, the proposed subdivision satisfies these criteria for the reasons set forth below:

A. The proposed subdivision conforms to:

1. Goldendale comprehensive plan;

The proposed subdivision conforms to the City's comprehensive plan.

2. Goldendale zoning code;

If the rezone application is approved, the proposed subdivision will conform to the City's comprehensive plan.

3. Engineering standards;

The Board of Adjustment has approved the variance. The proposal conforms to the City's engineering standards.

4. Critical area regulations; and

The proposal conforms to all critical area regulations of the City.

5. Other applicable policies or plans adopted by the city.

No other policies or plans adopted by the City apply to the proposal.

B. Availability of utilities and other public services necessary to serve the needs of the proposed subdivision.

All necessary utilities and public services are available to serve the needs of the proposed subdivision.

C. Potential environmental impacts and proposed mitigation measures have been considered.

Potential environmental impacts and proposed mitigation measures were considered as part of the SEPA process.

D. Approval of the proposed subdivision will serve the public's best interest and adequate provisions have been made to ensure public health, safety, and welfare.

The proposed subdivision will serve the public's best interest. The developer has made adequate provisions to ensure public health, safety, and welfare.

E. A proposed subdivision may be denied due to flooding or inundation of the property. Where any portion of the proposed subdivision lies within the one-hundred-year floodplain as specified by Chapter 17.38 GMC, the planning commission shall not approve the preliminary plat unless it imposes a condition requiring the applicant to comply with the flood control ordinance.

The proposed subdivision is not located within a one-hundred-year floodplain.

The application to rezone the property is set for consideration by the City Council at the April 19, 2021, regular business meeting. If the application to rezone the property is approved by the City Council, the subdivision application will satisfy all criteria of GMC § 16.20.050 and the application will be approved.

AGENDA BILL: G2

AGENDA TITLE: RRR DEVELOPMENT, LLC REZONE APPLICATION DECISION

DATE: APRIL 19, 2021

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X
RESOLUTION _____ OTHER _____
MOTION X

EXPLANATION:

Please find attached a memorandum regarding the rezone application and request for a decision. Other documents attached include the recommendation from the Planning Commission, final action and notice of land use decision for the variance request and the rezone application staff review.

FISCAL IMPACT:

ALTERNATIVES:

Approve the rezone application.
Approve the rezone application subject to conditions.
deny the rezone application.

STAFF RECOMMENDATION:

MOTION:

CITY OF GOLDENDALE
AGENDA ITEM HISTORY/COMMENTARY
REGULAR BUSINESS MEETING

ITEM TITLE Rezone Application submitted by RRR Development LLC for Klickitat County Parcel No. 0416286100200 from Single Family Residential (R-1) to Multi-Family Residential (R-2)	AGENDA NO.: New Business AGENDA DATE: April 19, 2021
DEPARTMENT City Administrator	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

City Administrator

CITY ADMINISTRATOR

MAYOR

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

RRR Development LLC submitted an application to rezone an approximately 5.3 acre parcel of property east of the intersection of South Columbus, 18th Street and Jaxon Street designated as Klickitat County Parcel No. 0416286100200 from Single Family Residential (R-1) to Multi-Family Residential (R-2).

Final approval of the application to rezone this property is made by the City Council upon review and recommendation of the Planning Commission. GMC § 17.66.010-.020. The Planning Commission held an open record public hearing on the application on February 24, 2021. The Planning Commission's Findings of Fact and Conclusions are provided in the agenda packet.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

With the rezone application now before the City Council, RRR Development LLC also applied to subdivide the approximately 5.3 acre parcel into 19 lots and for a variance that will allow the construction of a residential arterial within the subdivision with a width of 24 feet instead of the 32 feet required by the City's development regulations.

Final approval of the subdivision application is made by the City Administrator pursuant to GMC § 16.20.050. The City Administrator has determined that the criteria for approval set forth in GMC § 16.20.050 have been satisfied.

Final approval of the variance is made by the Board of Adjustment pursuant to GMC § 17.60.030. The Board of Adjustment approved the variance request at an open public meeting on March 24, 2021.

As indicated in the Findings of Fact and Conclusions issued by the Planning Commission following the open record public hearing on February 24, 2021, the Planning Commission was unable to reach consensus on a recommendation in large part because it did not know whether the variance could or would be granted. Subsequent that that hearing, the Board of Adjustment approved the variance on March 24, 2021.

ACTION PROPOSED

Before the City Council for consideration is the rezone application. The City Council can take three actions:

1. Approve the rezone application.
 2. Approve the rezone application subject to conditions.
 3. Deny the rezone application.
-

PLANNING COMMISSION
CITY OF GOLDENDALE

In the Matter of the Application of) Rezone Application 20-01
RRR DEVELOPMENT, LLC)
FOR A REZONE)
Pursuant to GMC § 17.66.020) **Report, Findings of Fact,**
) **Conclusions, and Recommendation**

THIS MATTER having come on regularly for hearing before the Planning Commission of the City of Goldendale on February 24, 2021 upon the application of RRR Development, LLC, for a change of zoning pursuant to Chapter 17.66 of the Goldendale Municipal Code requesting a zoning change from Single-Family Residential (R-1) to Two-Family Residential (R-2) ; the Planning Commission having considered all the files, records, exhibits and reports herein; now, therefore, the Planning Commission of the City of Goldendale hereby makes the following Report, Findings of Fact, Conclusions and Recommendation to the City Council:

Findings of Fact

1. Applicant RRR Development, LLC has proposed to rezone property within the City described as follows: Lot 2, SP 91-1-G in W2NW4 Irregular Tracts 28-4-16 and is located east of the intersection of South Columbus, 18th Street and Jaxon Street
2. The site is currently zoned Single-Family Residential (R-1). The area to the north is zoned General Commercial (C-2) and Manufactured Home Park (MHP) and the property to the south, east and west is zoned Single-Family Residential (R-1).
3. The property is currently vacant land.
4. A SEPA checklist was filed and a Mitigated Determination of Non-significance was issued on December 21, 2020. Two comments were received.
5. The Land Use designation for the area surrounding this property is mixed, with High-density Residential and Commercial to the north and Low Density Residential to the south.
6. No additional infrastructure is required due to this request for rezoning.

BASED UPON THE FOREGOING FINDINGS OF FACT, the Planning Commission of the City of Goldendale makes the following conclusions of law:

Conclusions of Law

1. In reviewing a proposed change to the City's zoning map, the City Council shall be guided by the following criteria set forth in GMC § 17.66.010:
 - A. Any change in zoning shall conform with the comprehensive plan, provisions of GMC Title 17, and be in the public's best interest.
 - B. Any change in zoning shall be supported by a site plan showing the proposed development and its relationship to surrounding uses.
 - C. When a change in zoning is not in agreement with the comprehensive plan, the applicant shall provide evidence to the city council's satisfaction that there is an additional need for the requested land use district.
2. With respect to GMC § 17.66.010(A), the proposed zoning change conforms with the comprehensive plan and GMC Title 17.
3. With respect to GMC § 17.66.010(A), the Planning Commission was split on whether the proposed zoning amendment would be in the public interest due to the proposal that a residential arterial be constructed to a width of 24 feet instead of the 32 feet required by the City's development regulations. As a result of disagreement on this issue, the Planning Commission cannot recommend that the City Council approve or deny the proposal.
4. The Board of Adjustment has granted the applicant a variance that will allow the construction of a residential arterial to a width of 24 feet rather than the 32 feet required by the City's development regulations.
5. With respect to GMC § 17.66.010(B), the application is supported by a site plan showing the existing development and its relationship to surrounding uses.
6. With respect to GMC § 17.66.010(C), this subsection is not applicable because the proposed zoning change is consistent with the City's comprehensive plan.

BASED UPON THE FOREGOING, the Planning Commission of the City of Goldendale hereby makes the following Recommendation to the City Council: None.

**BOARD OF ADJUSTMENT
CITY OF GOLDENDALE**

In the Matter of the Application of)	Variance Application VAR#20-03
RRR Development for a Variance)	
Pursuant to Chapter 17.12, 17.60)	FINDINGS OF FACT, CONCLUSIONS
Goldendale Municipal Code)	OF LAW AND FINAL ACTION

This matter having come on regularly for public hearing before the Board of Adjustment of the City of Goldendale on March 24, 2021, upon the application of RRR Development, LLC for a variance request pursuant to Chapter 17.12, 17.60 of the Goldendale Municipal Code to request the Board of Adjustment to reduce the street pavement width requirements from 32 feet wide to 24 feet wide and to phase-in the installation of sidewalks as construction occurs. The Board of Adjustment having heard testimony from applicant and residents of the City, and the Board of Adjustment having considered all the files, records, testimony, and exhibits submitted herein; now, therefore, the Board of Adjustment of the City of Goldendale hereby makes the following Findings of Fact, Conclusions of Law and Final Action:

Findings of Fact

1. The property for which the variance is requested is described as follows:
The legal description is Lot 2 SP 91-1-G in W2NW4 Irregular Tracts 28-4-16. The subject property is located east of the intersection of South Columbus, 18th Street and Jaxon Street. Parcel # 04162861000200
2. Applicant has requested a Variance #20-03 to reduce the street pavement width requirements from 32 feet wide to 24 feet wide.
3. Secondly, the applicant has requested to phase-in the installation of sidewalks as construction occurs, similar to the approved sidewalk phase-in along Jaxon Street.
4. A public hearing notice was published in the Goldendale Sentinel on March 3 and 10, 2021. The site was posted on March 2, 2021 and the landowners within 300 feet of the boundary were notified on March 1, 2021.
5. The Land Use designation for the area to the south is Single Family-Residential (R-1) and the area to the north designated as General Commercial (C-2) Manufactured Home Park (MHP).
6. This variance request is contingent approval of the RRR Development Subdivision proposal being heard by the Planning Commission and City Council.
7. The applicants recognized the potential for increased congestion due to the request to narrow the roadway would cause and offered to mitigate the request by:

- a. Reducing the rezone request to only the 6 lots that have access to 18th Street, instead of including all 19 lots.
- b. Increase the number of parking spaces provided to each lot from the requirement of one parking space to two parking spaces (side by side, where possible)
- c. Provide signage on 18th Street and Highlands Court that would not allow parking on the roadway, similar to what is signed on the West Columbus Neighborhood Improvement Project.

Based on the foregoing Findings of Fact, the Board of Adjustment of the City of Goldendale makes the following:

Conclusions of Law

1. The Board of Adjustment of the City of Goldendale has jurisdiction to make Findings and Conclusions and issue a Final Action regarding the application for a variance.
2. The subject property is currently zoned R-1.
2. That granting the variance does not constitute a grant of special privilege inconsistent with the limitations upon uses of other properties in the vicinity and the zone in which the subject property is located.
3. That granting such variance is necessary, because of special circumstances, including the size, shape, topography, location and surroundings to the subject property, to provide it with use rights and privileges permitted to other properties in the vicinity and in the zone in which to subject property is located.
4. That granting of such variance will not be detrimental to the public welfare or injurious to property or improvements in the vicinity and zone in which the subject property is situated.
5. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

Based on the foregoing Findings of Fact and Conclusions of Law, the Board of Adjustment of the City of Goldendale hereby issues this final action.

Final Action

Applicants Variance Request #20-03 to reduce the street pavement width required in GMC 16.24.060 from 32 feet wide to 24 feet wide and to allow the phase-in of the sidewalks as construction occurs, currently whose legal description is Lot 2 SP 91-1-G in W2NW4 Irregular Tracts 28-4-16, Parcel # 04162861000200, respectively, is approved subject to the following conditions:

- a. Reduce the Rezone request (#20-01) to only the 6 lots that have access to 18th Street, instead of including all 19 lots, leaving the balance of the 13 lots that abut on Highland Court as Single-Family Residential (R-1), and
- b. Increase the number of off-street parking spaces provided to each lot from the requirement (GMC 17.52.030) of one parking space to two parking spaces (side by side), and
- c. Provide signage on 18th Street and Highlands Court that would not allow parking on the roadway, and
- d. Final action is also contingent on the approval of the RRR Development, LLC, Subdivision Application (#20-01).

ADOPTED AND APPROVED this 29th day of March, 2021.

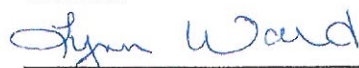
CITY OF GOLDENDALE
BOARD OF ADJUSTMENT



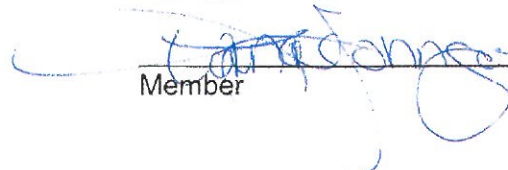
Chairman



Member



Member



Member

NOTICE OF LAND USE DECISION

Variance Application VAR 20-03

BOARD OF ADJUSTMENT OF THE CITY OF GOLDENDALE, WASHINGTON:

Applicant and Land Owner:

RRR Development LLC

Location of Proposal:

The subject property is located east of the intersection of South Columbus, 18th Street and Jaxon Street.

Legal Description:

The subject property is located east of the intersection of South Columbus, 18th Street and Jaxon Street. Parcel # 04162861000200.

Decision:

Applicants Variance Request #20-03 to reduce the street pavement width required in GMC 16.24.060 from 32 feet wide to 24 feet wide and to allow the phase-in of the sidewalks as construction occurs, currently whose legal description is Lot 2 SP 91-1-G in W2NW4 Irregular Tracts 28-4-16, Parcel # 04162861000200, respectively, is approved subject to the following conditions:

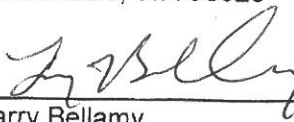
- a. Reduce the Rezone request (#20-01) to only the 6 lots that have access to 18th Street, instead of including all 19 lots, leaving the balance of the 13 lots that abut on Highland Court as Single-Family Residential (R-1), and
- b. Increase the number of off-street parking spaces provided to each lot from the requirement (GMC 17.52.030) of one parking space to two parking spaces (side by side), and
- c. Provide signage on 18th Street and Highlands Court that would not allow parking on the roadway, and
- d. Final action is also contingent on the approval of the RRR Development, LLC, Subdivision Application (#20-01).

Action:

This action is final and conclusive unless a land use petition is filed and served on all parties, pursuant to Goldendale Municipal Code (GMC) 17.58.510-570 within fourteen (14) days of April 1, 2021.

DATED at Goldendale, Washington, this 1st day of April 2021.

CITY OF GOLDENDALE
1103 S Columbus Ave
Goldendale, WA 98620



Larry Bellamy
City Administrator

STAFF REVIEW

DATE: February 22, 2021
TO: City of Goldendale Planning Commission
FROM: Larry Bellamy, City Administrator
RE: Rezone Application No. 20-01
Applicant/Developer: RRR Development, LLC
Property Owner: RRR Development, LLC

PROJECT INFORMATION:

PROPOSAL: The proposal is to change the zoning of an approximately 2-acre tract, East of the South Columbus/Jaxon Street and 18th Street, Parcel # 04162861000200, from Single-Family Residential (R-1) to Two-Family Residential (R-2).

LOCATION: The subject property is located east of the intersection of South Columbus, 18th Street and Jaxon Street.

LAND USE: The property is currently vacant. To the north there is General Commercial (C-2) and Manufactured Home Park zoning and currently has a single house on the property. To the south it is primarily residential housing.

ENVIRONMENTAL

REVIEW: A SEPA checklist was transmitted to the relevant parties and a Mitigated Determination of Non-Significance was issued on December 21, 2020. The comment/appeal period ended on January 20, 2021.

ZONING: The site is currently zoned Single Family Residential (R-1). The property to the north is zoned General Commercial (C-2) and Manufactured Home Park (MH). The property to the east, south and west is zoned Single Family Residential (R-1).

STAFF COMMENTS:

1. A public hearing notice was published in the Goldendale Sentinel

the week of February 10 and 17, 2021. The site was posted on February 9, 2021 and the landowners within 300 feet of the boundary were notified of the proposal on the same day.

2. The proposal is to change the zoning from Two-Family Residential (R-2) to Single-Family Residential (R-1).
3. The Land Use designation, for the area surrounding this property, is Low-Density Residential.
4. Utilities are available to the property, with adequately sized water and sewer lines on South Columbus.

ISSUES TO BE RESOLVED:

1. The issues that need to be resolved by the Planning Commission are:
 - Whether the proposal will preserve and protect the interest of public health and welfare.
 - Whether the proposal is void due to it being considered a "spot zone"
 - 1. Is the proposal contrary to the public health, safety, or welfare or is it unreasonable or arbitrary?
 - 2. Does the proposal confer a discriminatory benefit upon an applicant who gets land rezoned for more intensive use, to the detriment of other owners who were not treated so favorably?
 - 3. Does the proposal conflict with the comprehensive plan?
 - Whether the proposal will result in a private gain designed to favor or benefit a particular individual to the detriment of the community as a whole.
 - Whether the creation of these sites are consistent with applicable zoning and health regulations
 - Whether the proposal is consistent with the Goldendale Comprehensive Plan (i.e. goals 2 & 3).
 - No dedication or improvements are required;
 - That no conditions, covenants or other special considerations are required.

2. These basic findings are required:

- The proposal meets the review criteria of Ch. 17.44 GMC.
- The proposal is consistent with the Goldendale Comprehensive Plan
- The proposal bears a substantial relationship to the public health, safety, or welfare and is in the public interest.

ATTACHMENTS: Application (R1-R2)
Site Plan (R3)
GMC 17.08 (R4-R7)
GMC 17.10 (R8-R12)
GMC 17.66 (R13-R14)
Comp. Plan excerpts (R15-R17)

REZONE

PART II – APPLICATION INFORMATION

1. REQUEST:


(I, we) the property owner(s) request that the following described property be rezoned:

From R-1 To R-2

2. LEGAL DESCRIPTION OF THE SUBJECT PROPERTY (Attach if lengthy): A portion of the W1/2 of the NW1/4 of Section 28, T4N, R16E, W.M. Beginning at the true point of beginning of the replat of Golden Terrace (A.F # 171188); thence N89°38'50"E 320.04 feet along the north line of said replat; thence N0°33'W 350.0 feet along the easterly line said replat; S89°27'E 349.96 feet; thence N0°34'45"E 488.52 feet; thence N89°38'50"E 671.91 feet; thence S0°02'56"W 66 feet more or less to the point of the true beginning.

3. OWNER'S SIGNATURE:

___ (I, we) certify that (I, we) are the owner(s) of record of all of the above –described property:



PROPERTY (OWNER(S) SIGNATURE)

STATE OF WASHINGTON)

COUNTY OF KLICKITAT)

On this day personally appeared before me Aaron Rhodes known to me to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they are the owner(s) of the property requested to be rezoned, have read the application and know the contents thereof, and believe the same to be true.

GIVEN under my hand and official seal this 18th day of Dec 20 20

PART III – REQUIRED ATTACHMENTS

4. ENVIRONMENTAL CHECKLIST: A properly completed Environmental Checklist is mandated by the Washington State Environmental Policy Act (SEPA) for a rezone request.
5. WRITTEN NARRATIVE: Thoroughly answers the following questions in as much detail as possible:
 - A. How is the rezone request is in conformance with and/or how does the request deviate from the City of Goldendale Comprehensive Plan?
 - B. Are there adequate public facilities, such as traffic capacity, sewer service, potable water, storm water and other public services and infrastructure existing on and around the subject property? Are the existing public facilities capable of supporting the most intensive use of the new (requested) zone? If not, what mitigating measures are going to be implemented to address any short falls in public services that may exist?
 - C. Is the proposed zone change and associated land use changes in the public's best interest? If so, explain.
6. SPECIFIC PROJECT: If this request is for a specific project please include the following:
 - A. Written project description including number of housing units and parking spaces. If the proposal is for a business describe hours of operation, days per week and all other pertinent information related to business operations.
 - B. Site Plan (see attached checklist)
7. PROPERTY OWNER NOTIFICATION LIST:
 - A. Map depicting project limits and the area bounded by those lines 300 feet from the project limits.
 - B. Mailing label list of the names and addresses of the property owners within 300 feet of the subject property as shown on the records of the Klickitat County Assessor.

R1

A. How is the rezone request in conformance with and/or how does the request deviate from the City of Goldendale Comprehensive Plan?

Goal 30 of the comprehensive plan states that it is to "Promote and encourage a variety of housing types and densities that meet social and economic needs and which conform to established development standards." The current zoning for the property is R-1 and is directly adjacent to C-2 and MH- Zoning. The requested zone is R-2 which would allow for a transition between the different zones in the area. Policy 30.1 is "Guide the general design and character of future residential developments to assure compatibility with existing neighborhoods and preserve the qualities and appearances of the City. Policy. Policy 32.1 states " Infill development of vacant residentially classified land in the city is encouraged".

B. Are there adequate public facilities, such as traffic capacity, sewer service, potable water, storm water and other public services and infrastructure existing on and around the subject property? Are the existing public facilities capable of supporting the most intensive use of the new (requested) zone? If not, what mitigating measures are going to be implemented to address any short falls in public services that may exist?

Public utilities current serves the property along the west side. The utilities are in South Columbus Ave. The existing facilities are capable of supporting the intensive use of the proposed Zone Change. The Cities stormwater system doesn't extend this far to the south. A swale is proposed along the north edge of the property that will be large enough to mitigate the proposed impervious surface area.

C. Is the proposed zone change and associated land use changes in the public's best interest? If so, explain.

The proposed zone change would allow for a phased approach to the current zoning. In consideration of requesting the zone change the City was consulted. Typically spot zones are not a favorable option when requesting zone changes. C-2 zone is directly adjacent to the property and is another option for the zoning, however rezoning the property R-2 allows for a phased approach between the zonings. This zoning change aligns with what the is trying to accomplish administratively with the zoning. The requested change also creates R-2 zoning on the south portion of the city whil it currently does not have.

Chapter 17.08 SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1)

Sections:

17.08.010 Purpose.

17.08.020 Permitted uses.

17.08.030 Permitted accessory uses.

17.08.040 Conditional uses.

17.08.050 Development standards.

17.08.060 Area regulations--Construction and siting standards.

17.08.010 Purpose.

The R-1 low density residential district is established to provide a low density residential environment. Lands within this district generally should contain single-family conventional dwellings with smaller lots and useful yard spaces. Certain public facilities and institutions may also be permitted provided their nature and location are not detrimental to the intended residential environment. (Ord. 1438 §2(part), 2014)

17.08.020 Permitted uses.

The following uses shall be permitted in the R-1 district:

A. Single-family dwellings consisting of a residential home built to current building codes or a new manufactured home or new modular home conforming to the development standards specified in Section 17.08.050. (Ord. 1438 §2(part), 2014)

17.08.030 Permitted accessory uses.

Accessory buildings shall not be permitted on a parcel prior to the existence of a principal use. The following uses shall be permitted as accessory to a permitted use in the R-1 district (see definition, Section [17.04.040](#)):

A. Detached residential garages, as defined in Section [17.04.385](#), provided they do not exceed twenty feet in height and one thousand square feet in area;

B. Home occupations, as defined in Section [17.04.390](#) and regulated by Chapter [17.48](#);

- C. Storage buildings not exceeding two hundred square feet of gross floor area and twelve feet in height; provided no container storage, as defined in Section [17.04.655](#), shall be permitted;
- D. In home day care licensed by the state of Washington for no more than twelve children after obtaining a city home occupation license and in conformity with Chapter 17.48. (Ord. 1438 §2(part), 2014)

17.08.040 Conditional uses.

The uses in this section may be authorized by the board of adjustment as conditional exceptions in residential districts as indicated. Conditional uses permitted in all residential districts may include:

- A. Public libraries, governmental and municipal office buildings;
- B. Public and private schools, public parks and playgrounds;
- C. Fire department station houses;
- D. Churches and similar places of worship;
- E. Cemeteries;
- F. Public utility and communication facilities;
- G. Private nursery schools, preschool, child mini-day care and day care centers; and
- H. Other uses deemed by the board of adjustment as similar to and consistent with the intent and purpose of the applicable residential zoning district. (Ord. 1438 §2(part), 2014)

17.08.050 Development standards.

- A. Minimum lot area: six thousand square feet;
- B. Minimum lot width: fifty feet;
- C. Minimum lot depth: fifty feet;
- D. Density: one dwelling unit per lot;
- E. Maximum lot coverage: fifty percent;
- F. Minimum yard setbacks:

1. Front: fifteen feet, setback for garage is twenty feet.
 2. Side: five feet.
 3. Side along flanking street of corner lot: fifteen feet.
 4. Rear:
 - a. Principal building: fifteen feet.
 - b. Accessory structures: five feet. Garages with vehicle doors parallel to an alley shall be set back from the alley twenty feet;
- G. Maximum building height:
1. Principal building: thirty-five feet.
 2. Detached garage: twenty feet.
 3. Accessory buildings: twelve feet;
- H. Minimum living area size: eight hundred sixty-four square feet;
- I. Parking: see Chapter [17.52](#);
- J. Landscaping: see Chapter 17.54. (Ord. 1438 §2(part), 2014)

17.08.060 Area regulations--Construction and siting standards.

- A. Roof Slope. Roof slope shall be not less than a three-foot rise for each twelve feet of horizontal run.
- B. Roofing Materials. Roofing materials shall be compatible in appearance with surrounding homes.
- C. Siding Materials. Siding materials shall be wood or other material compatible with surrounding homes that have siding materials commonly used on conventional site-built International Building Code single-family residences.
- D. Front Entrance. The front entrance of each single-family dwelling shall be located facing or at a forty-five degree angle to the street that it is numbered on. However, in case of narrow corner lots the front entrance could be on the side street if needed.

E. In addition, all manufactured homes shall comply with the following standards:

1. Age Restriction. All manufactured homes shall have to be a "new manufactured home" and shall not be more than five years old as determined by the manufacturer's date.
2. Pit Set. Manufactured homes shall be "pit set" with the first floor elevation no more than twelve inches above finished grade. The pit shall be of sufficient depth to accommodate eighteen inches' clearance below the frame of the unit with crawl space access located near utility connections. The foundation shall be installed in compliance with the requirements of the Washington Administrative Code.
3. Transportation Equipment. All wheels, tongues and other transportation equipment must be removed when the manufactured home is placed upon a lot.
4. Facade. All manufactured homes shall have a perimeter foundation look that will match those of a typical site-built residence.
5. HUD Code. All manufactured homes must conform to the U.S. Department of Housing and Urban Development (HUD) 1976 Federal Manufactured Home Construction and Safety Standards Act.
6. Minimum Size. Is comprised of at least two fully enclosed parallel sections each of which is not less than twelve feet wide by thirty-six feet long.

F. Replacement of a nonconforming mobile home/manufactured home on an individual lot shall be with a new manufactured home or by a stick-built home meeting current lot setback requirements.

G. Residential dwellings located within the one-hundred-year floodplain shall conform to the Goldendale flood ordinance and shoreline master program. (Ord. 1438 §2(part), 2014)

The Goldendale Municipal Code is current through Ordinance 1502, passed July 20, 2020.

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

City Website: <http://www.ci.goldendale.wa.us/>

City Telephone: (509) 773-3771

[Code Publishing Company](#)

Chapter 17.10 TWO-FAMILY RESIDENTIAL DISTRICT (R-2)

Sections:

17.10.010 Purpose.

17.10.020 Permitted uses.

17.10.030 Permitted accessory uses.

17.10.040 Conditional uses.

17.10.050 Development standards.

17.10.060 Area regulations--Construction and siting standards.

17.10.070 Zero lot line development.

17.10.010 Purpose.

The R-2 district is established to provide a medium density residential environment. Lands within this district generally should contain multiple unit residential structures of a scale compatible with structures in lower density districts with useful yard spaces. The R-2 district is intended to allow for a gradual increase in density from low density residential districts and, where compatible, can provide a transition between different use areas. (Ord. 1438 §2(part), 2014)

17.10.020 Permitted uses.

The following uses shall be permitted in the R-2 district:

- A. Single-family dwellings consisting of a residential home built to current building codes or a new manufactured home or new modular home conforming to the development standards specified in Section [17.08.050](#); and
- B. Two-family dwelling (duplex) consisting of two attached residential homes built to current building codes or two new attached manufactured or modular homes conforming to the general aesthetics of the neighborhood in which they are sited and the development standards in Section 17.10.050. (Ord. 1438 §2(part), 2014)

17.10.030 Permitted accessory uses.

RS

Accessory buildings shall not be permitted on a parcel prior to the existence of a principal use. The following uses shall be permitted as accessory to a permitted use in the R-2 district (see definition, Section [17.04.040](#)):

- A. Detached residential garages, as defined in Section [17.04.385](#), provided they do not exceed twenty feet in height and one thousand square feet in area;
- B. Home occupations, as defined in Section [17.04.390](#) and regulated by Chapter [17.48](#);
- C. Storage buildings not exceeding two hundred square feet of gross floor area and twelve feet in height; provided no container storage, as defined in Section [17.04.655](#), shall be permitted;
- D. In home day care licensed by the state of Washington for no more than twelve children after obtaining a city home occupation license and in conformity with Chapter 17.48. (Ord. 1438 §2(part), 2014)

17.10.040 Conditional uses.

The uses in this section may be authorized by the board of adjustment as conditional exceptions in residential districts as indicated. Conditional uses permitted in all residential districts may include:

- A. Public libraries, governmental and municipal office buildings;
- B. Public and private schools, public parks and playgrounds;
- C. Fire department station houses;
- D. Churches and similar places of worship;
- E. Cemeteries;
- F. Public utility and communication facilities;
- G. Private nursery schools, preschool, child mini-day care and day care centers; and
- H. Other uses deemed by the board of adjustment as similar to and consistent with the intent and purpose of the applicable residential zoning district. (Ord. 1438 §2(part), 2014)

17.10.050 Development standards.

- A. Minimum lot area: six thousand square feet;
- B. Minimum lot width: fifty feet;

- C. Minimum lot depth: fifty feet;
- D. Density: two dwelling units per lot;
- E. Maximum lot coverage: fifty percent;
- F. Minimum yard setbacks:
 - 1. Front: fifteen feet. Setback for a garage is twenty feet.
 - 2. Side: five feet.
 - 3. Side along flanking street of corner lot: fifteen feet.
 - 4. Rear:
 - a. Principal building: fifteen feet.
 - b. Accessory structures: five feet. Garages with vehicle doors parallel to an alley shall be set back from the alley twenty feet;
- G. Maximum building height:
 - 1. Principal building: thirty-five feet.
 - 2. Detached garage: twenty feet.
 - 3. Accessory buildings: twelve feet;
- H. Minimum living area size: for a two-family structure combined square foot total shall be at least eight hundred sixty-four square feet;
- I. Parking: see Chapter [17.52](#);
- J. Landscaping: see Chapter 17.54. (Ord. 1438 §2(part), 2014)

17.10.060 Area regulations--Construction and siting standards.

- A. Roof Slope. Roof slope shall be not less than a three-foot rise for each twelve feet of horizontal run.
- B. Roofing Materials. Roofing materials shall be compatible in appearance with surrounding homes.

- C. **Siding Materials.** Siding materials shall be wood or other material compatible with surrounding homes that have siding materials commonly used on conventional site-built International Building Code single-family residences.
- D. **Front Entrance.** The front entrance of each single-family dwelling shall be located facing or at a forty-five degree angle to the street that it is numbered on. However, in case of narrow corner lots the front entrance could be on the side street if needed.
- E. In addition, all manufactured homes shall comply with the following standards:
1. **Age Restriction.** All manufactured homes shall have to be a “new manufactured home” and shall not be more than five years old as determined by the manufacturer’s date.
 2. **Pit Set.** Manufactured homes shall be “pit set” with the first floor elevation no more than twelve inches above finished grade. The pit shall be of sufficient depth to accommodate eighteen inches’ clearance below the frame of the unit with crawl space access located near utility connections. The foundation shall be installed in compliance with the requirements of the Washington Administrative Code.
 3. **Transportation Equipment.** All wheels, tongues and other transportation equipment must be removed when the manufactured home is placed upon a lot.
 4. **Facade.** All manufactured homes shall have a perimeter foundation look that will match those of a typical site-built residence.
 5. **HUD Code.** All manufactured homes must conform to the U.S. Department of Housing and Urban Development (HUD) 1976 Federal Manufactured Home Construction and Safety Standards Act.
 6. **Minimum Size.** Is comprised of at least two fully enclosed parallel sections each of which is not less than twelve feet wide by thirty-six feet long.
- F. Replacement of a nonconforming mobile home/manufactured home on an individual lot shall be with a new manufactured home or by a stick-built home meeting current lot setback requirements.
- G. Residential dwellings located within the one-hundred-year floodplain shall conform to the Goldendale flood ordinance and shoreline master program. (Ord. 1438 §2(part), 2014)

17.10.070 Zero lot line development.

Zero lot line development for single-family dwellings may be permitted in order to: promote efficient land use, permit a more energy efficient arrangement of structures, protect environmentally sensitive areas, or provide more usable private or community open space.

- A. **Districts in Which Permitted.** A zero lot line development for single-family dwellings may be permitted in the R-2 medium density residential district.
- B. **Application and Procedures.** All development applications which include a zero lot line shall be processed in accordance with Title [16](#), Subdivisions, including application requirements.
- C. **Development Standards.** All zero lot line developments shall comply with the standards of this title and the following requirements; provided, that where the standards included herein conflict with the standards established in other sections of this title, the standards herein shall apply:
1. **Platting Requirements.** Each dwelling shall be located on its own individual platted lot. The plat shall show the zero lot lines and the related easements;
 2. **Openings Prohibited On the Zero Lot Line Side.** In order to maintain privacy, there shall be no windows, doors, air conditioning units, or any other type of openings in the wall along the zero lot line, except when such a wall abuts permanent open spaces or a public or private right-of-way;
 3. **Maintenance and Drainage Easements.** A perpetual maintenance, eave overhang, and drainage easement at least five feet wide shall be provided on the lot adjacent to the zero lot line property line, which, with the exception of walls and/or fences, shall be kept clear of structures. This easement shall be shown on the plat and incorporated into each deed transferring title on the property. The wall shall be maintained in its original color and treatment unless otherwise agreed to in writing by the two affected lot owners. Eaves, but no other part of any structure, may protrude across a side lot line, and such protrusion shall not exceed eighteen inches. Water runoff from the dwelling placed on the lot is limited to the easement area; and
 4. In no case shall a zero lot line dwelling be built closer than five feet from the lot line of a lot not approved for zero lot line development. (Ord. 1438 §2(part), 2014)

The Goldendale Municipal Code is current through Ordinance 1502, passed July 20, 2020.

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Chapter 17.66 AMENDMENTS

Sections:

17.66.010 Criteria for amendments.

17.66.020 Map changes.

17.66.030 Text changes.

17.66.040 Application procedure.

17.66.010 Criteria for amendments.

The planning commission and city council shall be guided by the following criteria in granting requests for amendments to the official zoning map of this title:

- A. Any change in zoning shall conform with comprehensive plan, provisions of this title, and shall be in the public's best interest;
- B. Any change in zoning shall be supported by a site plan showing the proposed development and its relationship to surrounding uses;
- C. When a change in zoning is not in agreement with the comprehensive plan, the applicant shall provide evidence to the city council's satisfaction that there is an additional need for the requested land use district. (Ord. 1438 §2(part), 2014)

17.66.020 Map changes.

The council may, upon submittal of a complete application and upon recommendation from the planning commission, or on its own motion, and after public hearing and referral to and report from the planning commission, change by ordinance the district boundary lines or zone classification as shown on the zoning map, provided such change is duly considered in relationship to a comprehensive plan as required by the laws of the state. (Ord. 1438 §2(part), 2014)

17.66.030 Text changes.

The council may, upon recommendation of the planning commission, or upon its own motion, after public hearing and referral to and report from the planning commission, amend, delete, supplement, or change by ordinance the regulations herein established, provided such revision conforms to the laws of the state. (Ord. 1438 §2(part), 2014)

17.66.040 Application procedure.

An application for a change of zone classification or district boundary lines submitted by the property owner, or his authorized representative, shall be filed with the zoning administrator at least ten days before a regularly scheduled meeting of the planning commission. The petition shall be accompanied by a check made payable to the city in the sum of one hundred dollars which shall be nonrefundable and used to cover costs incurred in connection with posting of the premises, mailing of notices and conducting the hearing as provided in this title. (Ord. 1438 §2(part), 2014)

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City Telephone: (509) 773-3771

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- GOAL 2** **Develop and maintain a comprehensive plan that adapts to changing conditions.**
- Policy 2.1* Update zoning and subdivision ordinances to accommodate a variety of land uses and densities for commercial, industrial, and residential uses.
- 2.2 As a condition of making plan changes, it shall be determined that physical, economic, or environmental changes have occurred in the planning area since adoption of the plan and that a public need supports the change.
- 2.3 Encourage reclassification of land uses not presently zoned in accordance with the comprehensive plan designation.
- GOAL 3** **Develop urban policies which take into account the needs of people and the environmental setting for the purpose of minimizing land use conflicts.**
- Policy 3.1* Encourage new developments adjacent to residential neighborhoods to respect the character and ensure development at a scale and design compatible with the neighborhood.
- 3.2 Encourage industrial and commercial uses which locate next to residential uses to provide and maintain appropriate structural setbacks.
- 3.3 Encourage the use of buffers to minimize impacts such as noise and dust to adjacent land uses.
- 3.4 Vehicle and pedestrian circulation patterns should be considered in the design of the subdivision for future connections.
- GOAL 4** **Provide areas for a variety of residential uses and dwelling types and to promote adequate housing opportunities for all economic levels.**
- Policy 4.1* Housing opportunities for all income levels shall be encouraged.
- 4.2 Existing residential areas shall be protected from the encroachment of or the conversion to incompatible land uses.
- GOAL 5** **Provide areas for the location of light and environmentally acceptable heavy industrial uses while minimizing impacts on surrounding uses.**
- Policy 5.1* Plan provisions for the location of a diversity of light and heavy industrial uses shall be made in a manner consistent with maintaining environmental and community quality.
- 5.2 Industrial uses shall be encouraged to locate where existing development is compatible with industrial uses and where adequate transportation, water, sewer, and electric services are available.
- GOAL 6** **Preserve critical areas such as natural wetland areas which are important recreation areas and/or wildlife habitat, provided that they are not a detriment to public health.**
- Policy 6.1* Developments shall not be planned or located in known areas of natural disasters

HOUSING & RESIDENTIAL DEVELOPMENT

FINDINGS: Recently, there has been a new population segment of retired persons moving to Goldendale. This trend should continue but is dependent on other economic factors, such as land availability, cost of living, available services, accessibility to parks and recreation, transportation and health care-

Housing availability is a major concern with very little new construction occurring since 1975. An increasing number of older homes are becoming inadequate and obsolete. Scattered 50'X100' lots exist but do not lend to modern building styles. Existing lots and land mainly along northern City limits have limited access to utilities. An average number of multiple dwelling units exist.

GOAL 30 Promote and encourage a variety of housing types and densities that meet social and economic needs and which conform to established development standards.

Policy 30.1 Guide the general design and character of future residential developments to assure compatibility with existing neighborhoods and preserve the qualities and appearances of the City.

Policy 30.2 Design of future residential development should include greenbelts and sidewalks which encourage people to walk to their destinations.

GOAL 31 Promote utility systems of adequate size and capacity to accommodate residential densities to be served.

Policy 31.1 Residential developments built on the fringes of town should include adequate provisions for connection to community sewer and water systems.

Policy 31.2 Establish residential densities which are reflective of community needs.

Policy 31.3 Areas within the urban growth boundary, desirous of proposed city zoning designation and zoned for residential development without both community water and community sewer service should be designated "low density" (i.e zoning designation of RR2 and GR) and could be considered for rezoning as community water and/or sewer service become available

Policy 31.4 Areas within the urban growth boundary, desirous of proposed city zoning designation and set aside for residential development with either community water or community sewer service should be designated "medium density" (minimum lot size 20,000 square feet-i.e. zoning designation SR) and could be considered for rezoning as community water and/or sewer service become available.

Policy 31.5 Areas within the urban growth boundary, desirous of proposed city zoning and set aside for residential development with community water and sewer service should be designated "high-density" (i.e. zoning designation R-1).

Policy 31.6 Areas within the urban growth boundary, desirous of proposed city zoning and serving more than four lots should meet street construction standards in the Goldendale Municipal Code.

Policy 31.7 Residential development should occur segmentally (i.e. not occurring in a leap-frog fashion, allowing for significant gaps (1/4 mile or more) of undeveloped land between residential developments.

GOAL 32 Maintain stability and improve the vitality of residential neighborhoods.

Policy 32.1 Infill development of vacant residentially classified land in the city is encouraged.

Policy 32.2 Replace dilapidated housing stock with newer upgraded buildings.

Policy 32.3 Encourage new subdivisions to include CC&R's that will maintain integrity of the subdivision.

Policy 32.4 Encourage large lot (1 acre and up) residential development in the area north and south of the city limits.

AGENDA BILL: H1

AGENDA TITLE: REIMBURSEMENT RESOLUTION FOR
PURCHASE OF EQUIPMENT

DATE: APRIL 19, 2021

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

This resolution is required by the Department of Treasury for funding of the purchase of a vac truck and a street sweeper in an amount not to exceed \$760,000.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE RESOLUTION NO 717 AUTHORIZING THE CITY OF GOLDENDALE TO ENTER INTO A REIMBURSEMENT OBLIGATION WITH THE CITY OF GOLDENDALE IN AN AMOUNT NOT TO EXCEED \$760,000.00.

**CITY OF GOLDENDALE
GOLDENDALE, WASHINGTON**

RESOLUTION NO. 717

**A RESOLUTION AUTHORIZING THE CITY OF GOLDENDALE TO ENTER
INTO A REIMBURSEMENT OBLIGATION**

WHEREAS, the City of Goldendale has determined that its Vac truck and its Street Sweeper have reached their useful life, and

WHEREAS, the City of Goldendale desires to replace its Vac Truck and its Street Sweeper, and

WHEREAS, the City of Goldendale made application and has been approved for financing through the LOCAL funding by the Office of the State Treasurer.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF
GOLDENDALE, AS FOLLOWS:**

Section 1. The City of Goldendale (the “Local Agency”) reasonably expects to reimburse the expenditures described herein with the proceeds of a financing contract to be entered into by the Local Agency (the “Reimbursement Obligation”).

Section 2. The expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations are for the purchase of a Vac truck and a Street Sweeper.

Section 3. The expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations will be made from Current Expense Fund which supports the general administrative functions of the City, including but not limited to judicial, law enforcement, fire department, building, code enforcement, planning, parks and City streets (for the Street Sweeper) and from the Water/Sewer fund which supports the operations and maintenance of the City’s water transmission and distribution and the City’s sewer collection and treatment (for the Vac truck).

Section 4. The maximum principal amount of Reimbursement Obligations expected to be issued for the property described in Section 2 is \$760,000.

Adopted this 19th day of April, 2021.

CITY OF GOLDENDALE

Michael Canon, Mayor

ATTEST:

Connie Byers, Clerk-Treasurer



State of Washington
STATE FINANCE COMMITTEE

MIKE PELLICCIOTTI, *Chair*
State Treasurer

JAY R. INSLEE
Governor

DENNY HECK
Lieutenant Governor

April 08, 2021

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

Dear Mr. Bellamy:

RE: Credit Approval

The City has been approved to finance one Vac Truck and one Street Sweeper. The financing, with total proceeds not to exceed \$760,000.00, and a final maturity not to exceed 10 years, will be included in an upcoming State of Washington Equipment Series Certificate of Participation.

Funding is contingent on the following:

- No material changes in the financial condition of the City
- Completion of all items on the checklist

We look forward to working on your behalf.

Sincerely,

Mike Pellicciotti
Washington State Treasurer

Jason Richter
Deputy State Treasurer

AGENDA BILL: I1

AGENDA TITLE: AUTHORIZATION TO PURCHASE CERTAIN
PERSONAL PROPERTY

DATE: APRIL 19, 2021

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

Please find attached the ordinance and the proposed contract for the purchase of the vac truck and street sweeper. This ordinance along with the resolution are required to be approved to meet the April 29, 2021 deadline.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE ORDINANCE NO 1506 AUTHORIZING THE ACQUISITION OF PERSON PROPERTY AND EXECUTING A FINANCING CONTRACT FOR THE SAME.

Form of Authorizing Ordinance

Ordinance No. 1506

Authorization for the acquisition of personal property and execution of a financing contract and related documentation relating to the acquisition of said **PERSONAL PROPERTY**.

WHEREAS, the City/Town of Goldendale (the "Local Agency") has executed a Notice of Intent to the Office of State Treasurer, in the form of Exhibit A (the "NOI") to the form of Local Agency Financing Contract attached hereto (the "Local Agency Financing Contract"), in relation to the acquisition of and the financing of the acquisition of the Property, as defined below, under the provisions of RCW ch 39.94; and

WHEREAS, it is deemed necessary and advisable by the Mayor of the Local Agency that the Local Agency acquire the equipment and/or personal property identified in the NOI (the "Property"); and

WHEREAS, it is deemed necessary and advisable by the Mayor of the Local Agency that the Local Agency enter into the Local Agency Financing Contract with the Office of the State Treasurer in an amount not to exceed \$ 760,000 , plus related financing costs, in order to acquire the Property and finance the acquisition of the Property;

WHEREAS, the Local Agency will undertake to acquire the Property on behalf of and as agent of the Washington Finance Officers Association (the "Corporation") pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individuals set forth in Exhibit C to the form of Local Agency Financing Contract as the representatives of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (each an "Authorized Agency Representative");

NOW, THEREFORE, BE IT ORDAINED, by the Mayor of the City/Town of Goldendale as follows:

Section 1. The individuals holding the offices or positions set forth in Exhibit C to the form of Local Agency Financing Contract are each hereby appointed as a representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. A minimum of 2 Authorized Agency Representatives shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

Section 2. The form of the Local Agency Financing Contract attached hereto is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Financing Contract, in an amount not to exceed \$ 760,000 , plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives, for the acquisition of the Property and financing of the acquisition of the Property.

Section 3. The Local Agency hereby authorizes the acquisition of the Property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

Section 4. The Authorized Representatives are hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the Property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

Section 5. This ordinance shall become effective April 28, 2021.

PASSED by the City Council of the City/Town of Goldendale , at a regular/special meeting thereof held this 19th day of April , 2021.

[S E A L]

APPROVED:

ATTEST:

Notice of Intent

State of Washington LOCAL PROGRAM

Exhibit A

Local Agency Information

Legal Name: City of Goldendale

County: Klickitat

Address: 1103 South Columbus

Contact Person: Larry Bellamy

Phone: 509-773-3771

E-mail: lbellamy@ci.goldendale.wa.us

MCAG No.: 0479

Zip: 98620

Title: City Administrator

Fax: 509-773-9171

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): Street Sweeper and Vac Truck

Purpose of property (Please be specific and include dept. of use):

Vac Truck is used to clean out sewer main line and to assist with Ditch clearing to minimize pipe breaks on construction projects (Water/Sewer

Total Project/Property Cost \$ 760,000.00

Finance term: 10 Years

Local Funds \$ ()

Useful life: 25 years

Grants \$ ()

Desired financing date: June 2021

Other \$ ()

LOCAL Financing Request: \$ 760,000.00

If **real estate**, the Real Estate Worksheet: Is attached Will be provided by (date):

If **equipment**, select how the property purchase price will be paid:

Reimbursement to Local Agency. *If expenditures are made prior to the COP closing date, a Reimbursement Resolution will be required with your financing documents. To comply with IRS requirements, expenditures made more than 60 days prior to the date of the resolution cannot be reimbursed.*

Direct payment to vendor. *Confirm the vendor is registered in the Statewide Vendor System at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services> or call 360.407.8180.*

Security Pledge

Voted general obligation of local government Non-voted general obligation of local government

Other Information

If any of the following apply, please provide a complete discussion on a separate page:

Yes No Is the local agency a party to significant litigation?

Yes No Has the agency received a bond rating in the last two years? If yes, bond rating(s):
(attach rating agency letter)

The Local Agency reasonably expects to be reimbursed for original expenditures made to acquire the personal/real property from sale proceeds of certificates of participation in a Personal/Real Property Financing Lease with the State Treasurer in the maximum amount expected to be financed as identified above. The Local Agency reasonably expects that the personal/real property will be used for its governmental purpose and not by any nongovernmental person for private business use.

Signature: _____



Date: March 9, 2021

Printed Name: Larry Bellamy

Title: City Administrator

LOCAL AGENCY FINANCING CONTRACT, SERIES 2021B
(Personal Property)

by and between the

STATE OF WASHINGTON

and

CITY OF GOLDENDALE, WASHINGTON,
a municipal corporation
("Local Agency")

Relating to

State of Washington
Certificates of Participation, Series 2021B
(State and Local Agency Real and Personal Property)

Dated as of June 22, 2021

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- Exhibit A – Notice of Intent
- Exhibit B – Personal Property Certificate
- Exhibit C – Certificate Designating Authorized Agency Representatives
- Exhibit D – Schedule of Agency Installment Payments

**LOCAL AGENCY FINANCING CONTRACT
(Personal Property)**

This Local Agency Financing Contract (the “Local Agency Financing Contract”), is entered into by and between the state of Washington (the “State”), acting by and through the State Treasurer (the “State Treasurer”), and the Local Agency (as defined on the cover hereto), a municipal corporation of the State (the “Local Agency”).

RECITALS

The Parties are entering into this Local Agency Financing Contract based upon the following facts and expectations:

1. Chapter 39.94 RCW (the “Act”) authorizes the State to enter into financing contracts for itself, including for state agencies, departments or instrumentalities, the state board for community and technical colleges, and any state institution of higher education (defined in Appendix 1 as “State Agencies”), for the use and purchase of real and personal property by the State; and

2. the Act also authorizes the State to enter into financing contracts on behalf of certain “other agencies” (defined in Appendix 1 as “Local Agencies”), including the Local Agency, for the use and acquisition for public purposes of real and personal property by such Local Agencies; and

3. the Act authorizes the State Finance Committee to consolidate existing or potential financing contracts into master financing contracts with respect to property acquired by one or more State Agencies or Local Agencies (together, “Agencies”); and

4. Chapter 43.33 RCW provides that the State Treasurer shall act as chair of the State Finance Committee and provide administrative assistance for the State Finance Committee, and the State Treasurer on behalf of the State Finance Committee has established a consolidated program for the execution and delivery of certificates of participation in master financing contracts in series from time to time in order to provide financing or refinancing for the costs of acquisition of such real and personal property by Agencies; and

5. the State Finance Committee has approved the form of this Local Agency Financing Contract by Resolution No. 1190 adopted on October 31, 2016; and

6. simultaneously with the execution and delivery of this Local Agency Financing Contract, the State is entering into a Master Financing Contract, dated as of the Dated Date (the “Master Financing Contract”) with the Washington Finance Officers Association (the “Corporation”), a Washington nonprofit corporation, to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

7. the Local Agency has determined that it is necessary and desirable to enter into this Local Agency Financing Contract, in conjunction with the State’s entry into the Master Financing

Contract, to obtain financing or refinancing for the costs of acquisition of certain items of personal property described in Exhibit B (the "Property"), by the Local Agency;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

ARTICLE I
DEFINITIONS; CONSTRUCTION; MISCELLANEOUS PROVISIONS; SUPPLEMENTS

Section 1.1 Definitions, Construction, Miscellaneous Provisions, Supplements. Appendix 1 is incorporated as part of this Local Agency Financing Contract by this reference. Appendix 1 provides (i) definitions for the capitalized terms used and not otherwise defined in this Local Agency Financing Contract; (ii) certain rules for interpreting this Local Agency Financing Contract; (iii) miscellaneous technical provisions that apply to this Local Agency Financing Contract; and (iv) rules on how this Local Agency Financing Contract may be amended or supplemented.

Section 1.2 Notice of Intent, Personal Property Certificate and Certificate Designating Authorized Local Agency Representative. Exhibits A, B, C and D to this Local Agency Financing Contract are incorporated as part of this Local Agency Financing Contract by this reference. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C. That Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on that Certificate is sufficient to bind the Local Agency under this Local Agency Financing Contract with respect to any of the undertakings contemplated herein.

Section 1.3 Performance by Representatives. Any authority granted or duty imposed upon the State hereunder may be undertaken and performed by the State Treasurer or the Treasurer Representative. Any authority or duty imposed upon the Local Agency hereunder may be undertaken and performed by the Authorized Agency Representative.

Section 1.4 Installment Sale and Purchase of Property. The State agrees to sell to the Local Agency, and the Local Agency agrees to purchase from the State, all of the State's right, title and interest in and to the Property and all proceeds and profits from the Property, subject to the security interest granted pursuant to Section 2.4.

Section 1.5 Agency Installment Payments. In consideration of the sale of the Property and the covenants and agreements of the State in this Local Agency Financing Contract, the Local Agency promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D, consisting of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D; and (b) all Additional Costs incurred by the State in connection with the sale of the

Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series Agreements, within 30 days following receipt of an invoice from the State that includes (i) a brief description of each Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.6 Term. The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 hereof.

ARTICLE II SALE AND PURCHASE OF PROPERTY

Section 2.1 Local Agency Financing Contract Consolidated with Master Financing Contract. The Local Agency acknowledges that the State Treasurer, acting on behalf of the State Finance Committee, has consolidated this Local Agency Financing Contract with the Master Financing Contract pursuant to RCW 39.94.030(1)(a).

Section 2.2 Appointment as Agent; Acquisition of Property; Revision and Substitution of Property.

(a) *Appointment as Agent*. The Local Agency accepts its appointment in the Master Financing Contract as agent of the Corporation in connection with the acquisition of the Property, and acknowledges that such appointment is irrevocable and shall not be terminated by any act of the Local Agency, the State Treasurer or otherwise.

(b) *Acquisition of Property*. The Local Agency agrees that (i) it has caused or will cause the Property to be acquired, as agent for the Corporation, with all reasonable dispatch; (ii) it will negotiate or call for bids for the purchase of the Property in accordance with the requirements and limitations, if any, imposed by State or local law with respect to the purchase of such Property by such Local Agency; (iii) it will make, execute, acknowledge and deliver any contracts, agreements, orders, receipts, documents, writings or instructions with or to any Person and do all other things that may be necessary or desirable to acquire the Property; and (iv) it will pay or cause to be paid the Costs of Acquisition of the Property from funds available to it pursuant to this Local Agency Financing Contract and the Master Financing Contract. The Local Agency shall file requisitions with the State Treasurer for the Acquisition Costs of the Property or reimbursement therefor in such form as the State Treasurer shall reasonably require. Neither the Corporation nor the State shall have any responsibility, liability or obligation with respect to the selection or procurement of any of the Property.

(c) *Revision and Substitution of Property*. The Local Agency, with the prior written consent of the State Treasurer, may revise any item of Property to be financed or refinanced and acquired pursuant hereto, or the description thereof; *provided*, that (i) such item of Property as so revised shall satisfy the requirements under this Local Agency Financing Contract and the Master Financing Contract with respect to the substitution of Property previously acquired; (ii) the Costs of Acquisition of such item of Property shall not be materially reduced thereby; and (iii) any such

revision shall not relieve the Local Agency of its obligation to acquire the Property in accordance herewith and with the Master Financing Contract.

After acquisition of an item of Property, the Local Agency, with the prior written consent of the State Treasurer as agent for the Corporation, may substitute for an item of Property acquired pursuant to this Local Agency Financing Contract other personal property by filing with the State Treasurer a certificate of the Local Agency stating that such substitute Property (i) has a remaining useful life equal to or greater than the Property for which it is being substituted; (ii) has a fair market value equal to or greater than the fair market value of the item of Property for which it is being substituted; (iii) is free and clear of all liens and encumbrances except a first priority security interest in favor of the Corporation under the Master Financing Contract; (iv) is essential to the Local Agency's ability to carry out its governmental functions and responsibilities; and (v) is expected to be used by such Local Agency for the term of this Local Agency Financing Contract. The State Treasurer's consent to any such substitution as agent for the Corporation will be conditioned upon receipt by the State Treasurer of an Opinion of Counsel to the effect that such substitution will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code. The State Treasurer also may require the Local Agency to reimburse the State Treasurer for all costs incurred, if any, to obtain such Opinion of Counsel.

(d) *Payment for Property if Acquisition Fund Not Sufficient.* If money in the Acquisition Fund allocable to the Local Agency is not sufficient to pay the Acquisition Costs of the Property in full, the Local Agency shall cause the Acquisition Costs of such Property in excess of the allocable amount in the Acquisition Fund to be paid from other money of such Local Agency. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund makes any representation or warranty, either express or implied, that the money which will be deposited into the Acquisition Fund allocable to the Local Agency will be sufficient to pay the Acquisition Costs of the Property. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund shall have any obligation or liability for the payment of the Acquisition Costs of the Property other than from the proceeds of the Certificates and any other amounts that may be provided by the Local Agency. If the Local Agency shall pay or cause the payment of any Acquisition Costs in excess of the allocable amounts in the Acquisition Fund available for such purpose from other funds, the Local Agency shall not be entitled to any reimbursement from the Corporation or the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund for such payments, nor shall the Local Agency be entitled to any diminution, reduction, abatement, postponement, counterclaim, defense or set-off of the Agency Installment Payments, Additional Costs or other amounts otherwise required to be paid hereunder.

Section 2.3 Title to the Property. All right, title and interest in and to the Property shall transfer to and be vested in the Local Agency from the State without any further action by the Local Agency or the State immediately upon the acquisition thereof by the Local Agency as agent for the Corporation or reimbursement to the Local Agency for the Acquisition Costs thereof; provided, that the State and the Local Agency shall take such action and execute such documents (including without limitation bills of sale and other title documents) as may be deemed necessary or desirable by the State or the Local Agency to evidence and confirm such transfer of title pursuant to this Local Agency Financing Contract.

The State assigns to the Local Agency during the term hereof, for so long as no Agency Event of Default, Event of Default or other event permitting termination of this Local Agency Financing Contract has occurred and is continuing hereunder, all representations, warranties and guaranties, if any, express or implied, with respect to the Property from the manufacturers, suppliers and vendors thereof, subject, however, to a reservation by the State and the Corporation of a right to independently enforce such warranties and guaranties.

Title to any and all additions, modifications, improvements, repairs or replacements to the Property shall be vested in the Local Agency, subject to the security interest of the Corporation until payment of all amounts due and owing with respect to such Property under this Local Agency Financing Contract.

Any Property constituting a motor vehicle subject to registration with the State Department of Licensing shall be registered with the Local Agency as the registered and legal owner thereof.

Section 2.4 Security Interests.

(a) *State Security Interest.* In order to secure the payment and performance by the State of its obligations under the Master Financing Contract, the State has granted to the Corporation a lien on and security interest in all right, title and interest of the State, whether now owned or hereafter acquired, in and to the Property and this Local Agency Financing Contract, including without limitation the Agency Installment Payments and all proceeds thereof. The Local Agency agrees to such grant and that its right, title and interest in and to the Property is subject to such first priority lien and security interest.

(b) *Local Agency Security Interest.* In order to secure the payment and performance by the Local Agency of its obligations under this Local Agency Financing Contract, the Local Agency grants to the Corporation a lien on and security interest in all right, title and interest of the Local Agency, whether now owned or hereafter acquired, in and to the Property. Accordingly, this Local Agency Financing Contract constitutes a security agreement. The Local Agency acknowledges and agrees that each provision of this Local Agency Financing Contract is also a provision of the security agreement.

If required by the Corporation, the Local Agency will execute and deliver to the Trustee such security agreements, financing statements and/or other instruments covering the Property and all accessions thereto.

Section 2.5 Disclaimer of Warranties. The Local Agency acknowledges and agrees that the Property is of a nature, size, design and capacity selected by the Local Agency pursuant to its own specifications, and not by the State or the Corporation, and that neither the State nor the Corporation is a manufacturer, supplier or a vendor of such Property.

The Corporation makes no warranty or representation, either express or implied, and assumes no responsibility, liability or obligation, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Property, or as to the title thereto, or for the enforcement of the manufacturers', suppliers' or vendors' representations or warranties or guaranties, or any other representation or warranty with respect to the Property. In no event shall the Corporation be liable or responsible for any incidental, indirect, special or consequential

damages in connection with or arising out of this Local Agency Financing Contract or the use by the Local Agency of the Property.

ARTICLE III
AGENCY INSTALLMENT PAYMENTS; CONDITIONAL PAYMENT BY STATE;
FULL FAITH AND CREDIT OBLIGATION

Section 3.1 Agency Installment Payments. Each Agency Installment Payment shall consist of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D to this Local Agency Financing Contract. Interest shall accrue and be calculated as determined by the State Treasurer, which determination shall be binding and conclusive against the Local Agency absent manifest error. Each Agency Installment Payment shall be paid to or upon the order of the State Treasurer by electronic funds transfer (or by other means acceptable to the State Treasurer) in lawful money of the United States of America at such place as the State Treasurer shall direct in writing not less than 10 Business Days prior to the Agency Installment Payment Date. Payments of Additional Costs shall be made to or upon the order of the State Treasurer. Each Agency Installment Payment shall be applied first to the Agency Interest Component, and then to the Agency Principal Component.

Section 3.2 Sources of Payment of Agency Installment Payments.

(a) *Local Agency Financing Contract.* The Local Agency acknowledges and agrees that the State is acquiring the Property from the Corporation for and on behalf of the Local Agency. Concurrently with the execution hereof, the State shall execute and deliver the Master Financing Contract pursuant to which the State agrees to make Installment Payments for the acquisition of the Property for and on behalf of the Local Agency, at such times and in such amounts as provided therein, which will be sufficient in the aggregate to pay the Purchase Price of the Property to be acquired by the State for and on behalf of the Local Agency, and interest thereon. The Local Agency pledges its full faith and credit to make the Agency Installment Payments that are required to be paid under this Local Agency Financing Contract.

Installment Payments allocable to the Purchase Price of the Local Agency Property and interest thereon shall be payable by the State solely from Agency Installment Payments to be made by the respective Local Agencies, including the Local Agency, except as otherwise provided in Sections 3.2(c) and 3.2(d) of the Master Financing Contract and Sections 3.2(b) and 3.2(c) of this Local Agency Financing Contract.

(b) *Intercept of Local Agency Share of State Revenues.* In the event that the Local Agency fails to make any payment due under this Local Agency Financing Contract, pursuant to RCW 39.94.030(1), the State Treasurer shall withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to the Local Agency; but (i) only if the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State law, and (ii) only to the extent the Local Agency is otherwise entitled to receive such share of State revenues or other amounts. Such withholding shall continue until all such delinquent payments have been made. Amounts withheld by the State Treasurer pursuant to this Section 3.2(b) shall be applied to make any such payment due under this Local Agency Financing Contract on behalf of the Local Agency,

or to reimburse the State for any such payment made pursuant to Section 3.2(c). The Local Agency authorizes, approves and consents to any such withholding.

(c) *Conditional Payment of Local Agency Installment Payments.* Upon the failure of the Local Agency to make any Agency Installment Payment at such time and in such amount as required pursuant to this Local Agency Financing Contract, the State shall, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Installment Payment Fund (established under the Master Financing Contract) on behalf of such Local Agency within 15 Business Days after such Agency Installment Payment Date. The Local Agency shall reimburse the State for such payments made on its behalf immediately thereafter and in any case not later than 10 Business Days after such Agency Installment Payment Date, together with interest thereon at a rate equal to the State Reimbursement Rate. Anything herein to the contrary notwithstanding, failure of the Local Agency to reimburse the State for any such payment shall not constitute an Agency Event of Default, but the State may institute such legal action and pursue such other remedies against the Local Agency as the State deems necessary or desirable, including, but not limited to, actions for specific performance, injunction and/or the recovery of damages.

(d) *Payments by Local Agency Treasurer.* The treasurer of the Local Agency shall establish and/or maintain a special fund in the "bonds payable" category of accounts of the Local Agency for the purposes of paying the Local Agency's Agency Installment Payments and Additional Costs. The treasurer of the Local Agency shall remit each Agency Installment Payment to the State on each Agency Installment Payment Date and any Additional Costs when due hereunder from any legally available funds of the Local Agency.

Section 3.3 No Set-Off. The obligation of the Local Agency to make Agency Installment Payments from the sources set forth herein and to perform its other obligations hereunder shall be absolute and unconditional. The Local Agency shall make Agency Installment Payments as and when the same shall become due without diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against or among the State, the Corporation, the Trustee, any Agency, and/or any other Person, or for any other reason; *provided*, that nothing in this Section 3.3 shall be construed to release or excuse the State from the observance or performance of its obligations hereunder.

Section 3.4 Assignments by the Corporation. The Local Agency acknowledges and agrees that, concurrently with the execution and delivery of this Local Agency Financing Contract, the Corporation will unconditionally assign to the Trustee pursuant to the Master Assignment, without recourse, (i) all of its rights to receive the Installment Payments under the Master Financing Contract, (ii) all of its remaining right, title and interest in, to and under the Master Financing Contract and this Local Agency Financing Contract, and in and to the Property (including any security interest therein), in consideration for the payment by the Trustee to the State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates. The State and the Corporation have acknowledged and agreed that such assignment by the Corporation is intended to be a true sale of the Corporation's right, title and interest, and that upon such assignment the Corporation shall cease to have any rights or obligations under the Master Financing Contract or with respect to the Property, and the Trustee shall thereafter have all the rights and obligations of the Corporation under the Master Financing Contract as if the Trustee

had been the original party thereto. Except where the context otherwise requires, every reference in the Master Financing Contract and this Local Agency Financing Contract to the Corporation shall be deemed to be a reference to the Trustee in its capacity as assignee of the Corporation.

ARTICLE IV
OPTIONAL PREPAYMENT OF AGENCY
INSTALLMENT PAYMENTS

Section 4.1 Optional Prepayment.

(a) The Local Agency may, at its option and upon approval of the State Treasurer, prepay its Agency Installment Payments then unpaid, in whole or in part on any date, by causing to be deposited with the State Treasurer money and/or Government Obligations in an amount sufficient for the State to provide for the payment or defeasance of the portion of its Installment Payments corresponding thereto in accordance with Section 4.1(a) or 4.1(b), respectively, of the Master Financing Contract, and to pay any Additional Costs in connection therewith.

(b) The Local Agency shall provide the State Treasurer with not less than 60 days' prior written notice of its intention to prepay any of its Agency Installment Payments, which notice shall specify the date of the date of such prepayment, and the amount and the Agency Installment Payment Dates of the Agency Installment Payments to be prepaid. The State Treasurer shall notify the Local Agency within 15 Business Days after receipt of such notice from the Local Agency as to the amount required to be paid in connection with such prepayment or provision for payment of the corresponding Installment Payments, including any Additional Costs in connection therewith. The determination by the State Treasurer of the amount to be paid by the Local Agency shall be binding and conclusive against such Local Agency, absent manifest error.

Section 4.2 Revision of Agency Installment Payments upon Optional Prepayment. The Agency Principal Component and Agency Interest Component of the Agency Installment Payment due on each Agency Installment Payment Date on and after the date of any prepayment pursuant to Section 4.1, as set forth in Exhibit D, shall be reduced by the State Treasurer to reflect such prepayment, in such amounts and on such Agency Installment Payment Dates as the Local Agency shall elect in its written notice to the State Treasurer, pursuant to Section 4.1(b).

Section 4.3 Discharge of Local Agency Financing Contract. All right, title and interest of the State and all obligations of the Local Agency under this Local Agency Financing Contract shall terminate and be completely discharged and satisfied (except for the right of the State and the Corporation and the obligation of the Local Agency to have the money and Government Obligations set aside applied pursuant to Section 4.3(b) to make the remaining Agency Installment Payments) when either:

(a) all Agency Installment Payments and all Additional Costs and other amounts due hereunder have been paid in accordance herewith; or

(b) (i) the Local Agency shall have delivered a written notice to the State Treasurer of its intention to prepay all of the Agency Installment Payments remaining unpaid; (ii) the Local Agency shall have caused to be deposited with the State Treasurer (A) money and/or Government Obligations in accordance with Section 4.1; and (B) an Opinion of Counsel to the effect that such

actions are permitted under this Local Agency Financing Contract, the Master Financing Contract and the Trust Agreement and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and (iii) for so long as any Agency Installment Payments remain unpaid, provision shall have been made satisfactory to the Corporation for payment of all Additional Costs.

ARTICLE V
REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Section 5.1 Representations and Warranties of the Local Agency. The Local Agency represents and warrants as follows:

(a) The Local Agency is an “other agency” within the meaning of the Act, duly organized and validly existing under the Constitution and laws of the State.

(b) The Local Agency is authorized under the laws of the State and its charter or other constituent document, if any, to enter into and perform its obligations under this Local Agency Financing Contract.

(c) Neither the execution and delivery by the Local Agency of this Local Agency Financing Contract, nor the observance and performance of its terms and conditions, nor the consummation of the transactions contemplated by it, conflicts with or constitutes a breach of or default under any agreement or instrument to which the Local Agency is a party or by which the Local Agency or its property is bound, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon the Property, except as expressly provided in this Local Agency Financing Contract and the Master Financing Contract.

(d) The Local Agency has duly authorized, executed and delivered this Local Agency Financing Contract.

(e) This Local Agency Financing Contract constitutes valid and binding general obligation indebtedness of the Local Agency, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors’ rights generally, to the application of equitable principles, and to the exercise of judicial discretion in appropriate cases.

(f) The Property to be financed and acquired pursuant to this Local Agency Financing Contract is essential to the Local Agency’s ability to carry out its governmental functions and responsibilities, and the Local Agency expects to make immediate and continuing use of the Property during the term of this Local Agency Financing Contract.

(g) The useful life of the Property is equal to or exceeds the term of this Local Agency Financing Contract.

(h) The obligations of the Local Agency under this Local Agency Financing Contract, together with all other outstanding indebtedness of the Local Agency, do not exceed any statutory or constitutional debt limit applicable to the Local Agency.

(i) The Local Agency makes no representation or warranty regarding the perfection of any security interest in the Property, the Master Financing Contract or this Local Agency Financing Contract for the benefit of the Corporation.

Section 5.2 Covenants and Agreements of the Local Agency. The Local Agency covenants and agrees as follows:

(a) *Preservation of Existence*. The Local Agency will do or cause to be done all things necessary to preserve its existence as an “other agency” within the meaning of the Act.

(b) *Budget*. The Local Agency shall take such action as may be necessary to include all the Agency Installment Payments and Additional Costs due hereunder in its annual budget and to make the necessary annual appropriations for all such Agency Installment Payments and Additional Costs.

(c) *Levy of Taxes*. If and to the extent authorized by law, the Local Agency covenants that it will levy taxes in such amounts and at such times as shall be necessary, within and as a part of the tax levy, if any, permitted to be made by the Local Agency without a vote of its electors, to provide funds, together with other legally available money, sufficient to make the Agency Installment Payments and the other payments required under this Local Agency Financing Contract.

(d) *Notice of Nonpayment*. The Local Agency shall give written notice to the State Treasurer and the Corporation prior to any Agency Installment Payment Date if the Local Agency knows prior to such date that it will be unable to make all or any portion of the Agency Installment Payment due on such date.

(e) *Tax Exemption*. The Local Agency shall not make any use of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be “arbitrage bonds” within the meaning of Section 148 of the Code. The Local Agency shall not use or permit the use of the Property or any part thereof by any Person other than a “governmental unit” as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Installment Payments under Section 103 of the Code. The Local Agency shall not make any use of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be “federally guaranteed” within the meaning of Section 149(b) of the Code, or “private activity bonds” within the meaning of Section 141 of the Code, or “hedge bonds” within the meaning of Section 149 of the Code. To that end, for so long as any Agency Installment Payments remain unpaid, the Local Agency, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated thereunder. The Local Agency will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Installment Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no

action that would result in such interest being so included. The Local Agency shall comply with the applicable provisions of the Tax Certificate.

(f) *No Liens; Sale or Disposal; or Assignment.* The Local Agency shall not create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, except the rights of the Corporation as provided herein and in the Master Financing Contract. The Local Agency shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Local Agency shall not grant, sell, transfer, assign, pledge, convey or otherwise dispose of any of the Property or any interest therein during the term of this Local Agency Financing Contract, and any such attempted grant, sale, transfer, assignment, pledge, conveyance or disposal shall be void. The Local Agency may not grant, sell, assign, transfer, convey, pledge, hypothecate or grant any security interest in any of its right, title or interest in, to or under this Local Agency Financing Contract. Any attempted grant, sale, assignment, conveyance, pledge, hypothecation or security interest shall be void.

(g) *Performance.* The Local Agency shall punctually pay the Agency Installment Payments and any Additional Costs in conformity with the terms and provisions hereof, and will faithfully observe and perform all the covenants, terms and other obligations contained herein required to be observed and performed by the Local Agency. The Local Agency will not suffer or permit any default to occur hereunder, or do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted, or any such omission or refraining from doing anything, would or might be grounds for termination of this Local Agency Financing Contract. The Local Agency will not terminate this Local Agency Financing Contract for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Property, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of the State, or any failure by the State or the Corporation to observe or perform any covenant, agreement, term, condition or other obligation contained herein or in the Master Financing Contract required to be observed and performed by it, whether express or implied, or the bankruptcy, insolvency, liquidation or reorganization of the Corporation.

(h) *Further Assurances.* The Local Agency will preserve and protect the rights of the State hereunder, and will warrant and defend such rights against all claims and demands of all Persons. The Local Agency will promptly execute, make, deliver, file and record any and all further assurances, instruments and agreements, and do or cause to be done such other and further things, as may be necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming to the State the rights and benefits provided to it hereunder.

(i) *Use of Property.* During the term of this Local Agency Financing Contract, the Local Agency will use the Property for the purposes of performing one or more of its essential governmental functions or responsibilities. The Local Agency will not permit the Property to be used or operated other than by authorized employees, agents and contractors of the Local Agency.

(j) *Financial Statements.* The Local Agency shall prepare annual financial statements and obtain audits thereof as required by law. Upon the Written Request of the State Treasurer, the

Local Agency shall provide the State Treasurer with a copy of its most recent audited and unaudited financial statements.

(k) *Use; Repairs.* For so long as the Local Agency is in possession of the Property, the Local Agency shall be solely responsible for the maintenance and repair, both ordinary and extraordinary, of the Property. The Local Agency will (i) keep and maintain the Property in good repair, working order and condition, and protect the same from deterioration other than normal wear and tear; (ii) cause the Property to be used within its normal capacity, in the manner contemplated by the manufacturer's specification, and in compliance with the requirements of applicable laws, ordinances and regulations, the requirements of any warranties applicable thereto, and the requirements of any insurance or self-insurance program required under Section 5.2(p); (iii) cause the Property to be used and operated by or under the direction of competent persons only, and obtain all registrations, permits and licenses, if any, required by law for the operation of the Property; and (iv) will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Property. The Local Agency, at its expense, will furnish all parts, mechanisms and devices required to operate and maintain the Property.

(l) *Alterations.* The Local Agency will not make any alterations, additions or improvements to the Property without the prior written consent of the State Treasurer unless such alterations, additions or improvements (i) maintain or increase the value of the Property; or (ii) may be readily removed without damage to the Property. All such alterations, additions or improvements shall be deemed to be a part of the Property and shall be subject to the terms and provisions of this Local Agency Financing Contract.

(m) *Location; Inspection.* The Property will be located within the State. The Corporation will be entitled to inspect the Property during regular business hours upon at least one Business Day's prior notice. The Local Agency acknowledges, and consents and agrees to, the right of the Corporation to so inspect the Property.

(n) *Impositions and Charges.* If during the term of this Local Agency Financing Contract, any Imposition is imposed or incurred in connection with the sale and purchase of the Property by the Corporation to the State, or by the State to the Local Agency, or the ownership, operation, possession or use of the Property by the Corporation, the State or the Local Agency, or the payment of the Agency Installment Payments by the Local Agency, or the payment of the Installment Payments payable therefrom by the State, or any fines, penalties or interest imposed on or with respect to any of the foregoing, the Local Agency shall pay all such Impositions and charges when due. The Local Agency at its own expense may contest any such Impositions and charges until it obtains a final administrative or judicial determination with respect thereto, unless the Property is encumbered by any levy, lien or any other type of encumbrance because of the Local Agency's failure to pay such Impositions or charges. If the State or the Corporation pays any such Impositions or charges for which the Local Agency is responsible or liable hereunder, the Local Agency shall reimburse the State or the Corporation, as applicable, therefor as Additional Costs hereunder. The Local Agency shall hold harmless the State and the Corporation from and against all such Impositions and charges during the term of this Local Agency Financing Contract.

(o) *Risk of Loss; Damage; Destruction; Condemnation.* The Local Agency assumes all risk of loss of or damage to the Property from any cause whatsoever, and the obligation of the

Local Agency to pay the Agency Installment Payments or to perform any other obligation under this Local Agency Financing Contract shall in no way be released, discharged or otherwise affected for any reason, including without limitation (i) any defect in the condition, quality or fitness for use of, or title to, any portion of the Property, or (ii) any damage to, or abandonment, destruction, requisition, condemnation or taking of any portion of the Property. In the event of damage to any item of the Property, the Local Agency will immediately place the same in good repair, working order and condition as required by Section 5.2(k) hereof. If the Local Agency determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, the Local Agency will prepay all of its obligations for Agency Installment Payments and terminate its obligations hereunder in accordance with Section 4.3(b) hereof.

(p) *Insurance.*

(i) The Local Agency shall maintain, or cause to be maintained, in full force and effect, comprehensive general liability insurance with respect to the Property in such amounts as may be reasonably determined by the Local Agency from time to time but in any event not less than \$1,000,000 per occurrence, or such greater amount as the State Treasurer may reasonably require from time to time. Such insurance may be carried under a blanket policy with umbrella coverage. Such insurance shall cover any and all liability of the Local Agency and its officials, officers, employees and volunteers. Such insurance shall include (A) coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom; and (B) comprehensive property damage insurance.

(ii) The Local Agency shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance with respect to the Property in such amounts and covering such risks as the Local Agency may reasonably determine from time to time but in any event not less than the aggregate amount of the Agency Principal Components of Agency Installment Payments due hereunder which remain unpaid. Such insurance may be carried under a policy or policies covering other property of the Local Agency. In the alternative, the Local Agency may assume financial responsibility for any physical damage to and/or loss of the Property; *provided, however*, that if the Local Agency elects this option, the Local Agency hereby covenants and agrees that it will promptly repair or replace the Property promptly upon any loss or damage thereto.

(iii) The insurance required under paragraphs (i) and (ii) above: (A) shall be provided by a financially responsible insurance company authorized to do business in the State; (B) except for the insurance required under paragraph (ii) above and as provided in paragraph (iv) below, shall name the State and the Trustee as additional insureds thereunder; (C) shall provide that the same may not be canceled or given notice of non-renewal, nor shall the terms of conditions thereof be altered, amended or modified, without at least 45 days' prior written notice being given by the insurer to the State Treasurer; and (D) may be provided in whole or in part through a funded program of self-insurance reviewed at least annually by an insurance actuary.

(iv) In the event that the Local Agency provides the insurance required under paragraph (i) above through its membership in a local government risk pool established under chapter 48.62 RCW, the State and the Trustee shall not be required to be named as additional insureds under such insurance; provided, however, that in such event the Local Agency agrees to protect, indemnify, and hold the State and the Trustee harmless from any claims, judgments, damages, expenses and losses covered by such insurance.

(v) A certificate of insurance with respect to the required coverages shall be provided by the Local Agency to the State Treasurer annually on or prior to December 1 with respect to any required insurance maintained pursuant hereto.

(vi) The Local Agency will pay or cause to be paid when due the premiums for all insurance policies required by this Section 5.2(p).

ARTICLE VI EVENTS OF DEFAULT; REMEDIES

Section 6.1 Agency Event of Default. Each of the following shall constitute an “Agency Event of Default” hereunder:

(a) Failure by the Local Agency to pay or cause to be paid any Agency Installment Payment required to be paid hereunder within 10 Business Days of the respective Agency Installment Payment Date;

(b) Failure by the Local Agency to observe or perform any covenant, agreement, term or condition on its part to be observed or performed hereunder, other than as set forth in paragraph (a) above, for a period of 30 days after written notice from the State Treasurer or the Trustee to the Local Agency specifying such failure and requesting that it be remedied; *provided, however,* that such period shall be extended for not more than 60 days if such failure cannot be corrected within such period, and the corrective action is commenced by the Local Agency within such period and diligently pursued until the failure is corrected;

(c) If any statement, representation, or warranty made by the Local Agency in this Local Agency Financing Contract or in any writing delivered by the Local Agency pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; and

(d) Inability of the Local Agency to generally pay its debts as such debts become due, or admission by the Local Agency in writing of its inability to pay its debts generally or the making by the Local Agency of a general assignment for the benefit of creditors, or the institution of any proceeding by or against the Local Agency seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, reimbursement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for appointment of a receiver, trustee, or other similar officer of it or any substantial part of its property, or the taking of any action by the Local Agency to authorize any of the actions set forth above in this Section 6.1(d).

Notwithstanding the foregoing provisions of this Section 6.1, if by reason of *force majeure* the Local Agency is unable in whole or in part to carry out the covenants, agreements, terms and

conditions on its part contained in this Local Agency Financing Contract, the Local Agency shall not be deemed in default during the continuance of such inability. The term “*force majeure*” means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the Local Agency.

The State, with the prior written consent of the Corporation, may, at its election, waive any default or Agency Event of Default and its consequences hereunder and annul any notice thereof by written notice to the Local Agency to such effect, and thereupon the respective rights of the Parties hereunder shall be as they would have been if such default or Agency Event of Default had not occurred.

Section 6.2 Rights of State Upon Agency Event of Default. Whenever an Agency Event of Default hereunder shall have occurred and be continuing, the State shall have the following rights and may exercise any one or more of the following remedies:

(a) By written notice to the Local Agency, require that the Local Agency promptly return possession and use of the Property to the State at any location specified in the United States (at the cost and expense of the Local Agency) in good repair, working order and condition, ordinary wear and tear excepted;

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the Agency Installment Payments then due and thereafter becoming due, or to enforce the observance or performance of any covenant, agreement or obligation of the Local Agency under this Local Agency Financing Contract;

(c) Exercise any other rights or remedies it may have hereunder or under applicable law; and

(d) Decline to execute any future financing contract on behalf of the Local Agency under the Act.

Section 6.3 No Remedy Exclusive; Non-Waiver. No remedy conferred upon or reserved to the State hereunder or under applicable law is intended to or shall be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Local Agency Financing Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or remedy accruing upon a default or an Agency Event of Default hereunder shall impair any such right or remedy or shall be construed to be a waiver of such default or Agency Event of Default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the State hereunder, it shall not be necessary to give any notice, other than such notice as may be required hereunder. A waiver by the State of any default or Agency Event of Default hereunder shall not constitute a waiver of any subsequent default or Agency Event of Default hereunder, and

shall not affect or impair the rights or remedies of the State in connection with any such subsequent default or Agency Event of Default.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.1 Indemnification of State and the Corporation. To the extent permitted by law, the Local Agency hereby releases the State and the Corporation from, agrees that the State and the Corporation shall not be liable for, and agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from, any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever arising out of the ownership or operation of the Property or the acquisition, financing or refinancing thereof. The Local Agency agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from any losses, costs, charges, expenses (including reasonable attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transactions contemplated by this Local Agency Financing Contract or the exercise of rights or the performance of duties of the State or the Corporation under this Local Agency Financing Contract, the Master Financing Contract or the other Series Agreements to which each of them is a Party, except to the extent caused by the gross negligence or willful misconduct of such indemnified party. The indemnification provided in this Section 7.1 shall survive the final payment of the Agency Installment Payments and the termination of this Local Agency Financing Contract for any reason.

Section 7.2 Third Party Beneficiaries. The Corporation and the Trustee, as assignee of the Corporation, shall be third party beneficiaries of this Local Agency Financing Contract.

Section 7.3 Notices to Agency. The notice address for the Local Agency shall be as set forth in the Notice of Intent.

STATE:

STATE OF WASHINGTON OFFICE OF THE
STATE TREASURER

By _____
Treasurer Representative

LOCAL AGENCY:

CITY OF GOLDENDALE, WASHINGTON

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

EXHIBIT A
NOTICE OF INTENT

[attached]

EXHIBIT B
PERSONAL PROPERTY CERTIFICATE

[attached]

EXHIBIT C

CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVES

[attached]

EXHIBIT D

SCHEDULE OF AGENCY INSTALLMENT PAYMENTS

[to be attached upon availability]

Certificate of Authorizing Ordinance

I, the undersigned, Clerk/Secretary of the City of Goldendale (the "Local Agency"), DO HEREBY CERTIFY:

1. That the attached Ordinance No. 1506 (herein called the "Ordinance") is a true and correct copy of a Ordinance of the Local Agency adopted/passed at a regular/special meeting of the City Council held on the 19th day of April , 2021, and duly recorded in my office;

2. That said meeting was duly convened and held in all respects in accordance with law; and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the Council was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the adoption/passage of the Ordinance;

3. That all other requirements and proceedings incident to the proper adoption/passage of the Ordinance have been duly fulfilled, carried out and otherwise observed;

4. That the Ordinance remains in full force and effect and has not been amended, repealed or superseded; and

5. That I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 19th day of April , 2021.

[S E A L]
