

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
DECEMBER 5, 2022
7:00 PM**

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

- A. Call to Order
 - 1. Pledge of Allegiance
- B. Roll Call
- C. Public Hearing
- D. Agenda
 - 1. Approval of Agenda
 - 2. Consent Agenda
 - a. Approval of Minutes
 - b. Claims
 - c. Payroll
 - d. Other
- E. Presentations
 - 1. Chamber of Commerce, Initiative to establish a Creative District by Mindy Jackson
- F. Department Reports
- G. Council Business
 - 1. Addendum to Employment Agreement
 - 2. Genie Lift Request to Purchase
 - 3. Incentive Pay Pilot Program
 - 4. Highland Subdivision
- H. Resolutions
- I. Ordinances
- J. Report of Officers - Council, Mayor
- K. Public Comment – 3 Minute Limit (GMC 2.04.140 Public Comment shall adhere to the business on the agenda ONLY)
- L. Executive Session
- M. Adjournment

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

AGENDA TITLE: CONSENT AGENDA

DATE: December 5, 2022

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X
RESOLUTION _____ OTHER _____
MOTION X

EXPLANATION:

The consent agenda includes the following:
Minutes of the November 21, 2022 regular council meeting, second pay period
November checks #556331 – 56338, 901524 – 901525, direct deposit 11/21/2022 in the
amount of \$121,010.60, December 5 2022 claims checks #56339 – 56365, 901526 -
901529 in the amount of \$176,346.46.

FISCAL IMPACT:

Payroll checks in the amount of \$121,010.60, claims checks in the amount of
\$176,346.46.

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
November 21, 2022
7:00 PM**

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

ROLL CALL

Council Present: Mayor Michael A Canon (Not voting), Council Member Andy Halm, Council Member Ellie Casey, Council Member Dave Jones, Council Member Miland Walling, Council Member Steve Johnston, Council Member Filiberto Ontiveros, Loren Meagher

Staff Present (Not Voting): City Administrator Patrick Munyan, Clerk Treasurer Sandy Wells, Police Chief Jay Hunziker (attended at 7:14 pm), Fire Chief Noah Halm

PUBLIC HEARING

Public Hearing on Revenue Sources by Pat Munyan, attached to your council packet is the 2023 revenue sources. NO COMMENTS

Public Hearing on 2023 Budget by Pat Munyan, attached to your council packet is the 2023 budget. NO COMMENTS

Public Hearing on GMC Chapter 2.04 by Pat Munyan, attached to your council packet is GMC Chapter 2.04 redline version. NO COMMENTS

CLOSED PUBLIC HEARINGS

AGENDA AND CONSENT AGENDA

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

PRESENTATIONS

Memorial Bench at WWII Park by Debbie Nelson- would like to buy a bench and put it at the WWII Park to honor her cousin City Kemp.

The City Council gave consensus to allow the bench to be put at the WWII Park with the agreement that the city will not be responsible to replace if it's damaged.

iWorQ Management Software by Mike McKee and Devin, Doug Frantum and Jeff Raley, iWorQ is a cloud base software for asset management, GIS mapping management, permit management software and other similar. Work Management is a project management application that tracks the details of your work orders all in one place. The software is customizable and can track specific information that is vital to your city and is easy to operate, so everyone can benefit. Reporting is straightforward and can be used to budget plans or report

to City Council. It's accessible by any mobile device, so you can create and update work orders in the office or out in the field.

When included in the public works package, Work Management helps you to keep track of work being completed on an asset. When a work order is created on an asset, the data is automatically entered into your Work Management dashboard. Inventory, spending, equipment, and employee reports are a few examples of the data you can pull from the system within seconds.

Motion: I move to table the action for iWorQ until the Council is given more information on the price of the system, **Action:** Motion, **Moved by** Council Member Filiberto Ontiveros, **Seconded by** Council Member Andy Halm.
Motion Passed Unanimously.

DEPARTMENT REPORTS

City Administrator Pat Munyan, I've been working on budget activities. I have been working on grant funding that we received for the small integrative grant. Pat explained to the council how the funding works and what is next for the project.

Police Chief Jay Hunziker, our new police vehicle is finally done. I've started the background investigation on the police department's new recruit.

Fire Chief Noah Halm, we had to buy a new pump for one of our brush trucks.

Clerk Treasurer Sandy Wells, explained our cellphone issues that the city has been having and the option to sign up for First Net through AT&T. It will save the City \$500 a month and signup savings will be about \$17,000 in the 1st 24 months.

RESOLUTIONS

Property Tax Levy for 2022 by Pat Munyan, this is the tax levy that council approves every year. The maximum increase of 1% is exclusive of additional revenue resulting from new construction, improvement to property, and increase in the value of state assessed property, and annexations that have occurred and refunds made.

Motion: I move to adopt resolution No 724 authorizing a property tax levy increase, **Action:** Motion, **Moved by** Council Member Filiberto Ontiveros, **Seconded by** Council Member Andy Halm.
Motion Passed Unanimously.

ORDINANCES

Ordinance No 1522 Amending the GMC Chapter 2.04 by Pat Munyan, attached is the ordinance amending GMC 2.04 regarding the council agenda change. Staff recommends approval of the agenda, and the new format will take place on the 1st meeting in January 2023.

Motion: I move to adopt ordinance 1522 Amending GMC Chapter 2.04, **Action:** Motion, **Moved by** Council Member Dave Jones, **Seconded by** Council Member Ellie Casey.
Motion Passed Unanimously.

Ordinance No 1523 Amending 2022 Budget by Pat Munyan, attached to the council packet is an ordinance amending 2022 budget along with a spreadsheet showing all the amendments. Staff recommends approval for all the changes in the 2022 budget.

Motion: I move to approve Ordinance No 1523 amending the 2022 budget, **Action:** Motion, **Moved by** Council Member Filiberto Ontiveros, **Seconded by** Council Member Miland Walling. Motion Passed Unanimously.

REPORT OF OFFICERS

Council Member Steve Johnston would like to know when the public works meeting is scheduled. It's scheduled for Tuesday November 22, 2022, at 3:00pm.

Council Member Andy Halm, when are the applications going out for the tourism dollars? Pat, the applications are already set out.

Council Member Filiberto Ontiveros is looking forward to all the holiday events

Council Member Miland Walling said Happy Thanksgiving to everyone.

Mayor Michael Canon, would like everyone to be thankful this holiday season.

PUBLIC COMMENT

No Public Comment

EXECUTIVE SESSION


RCW 42.30.110 (g) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.

Council went into executive session at 8:27 pm for 30 minutes to discuss RCW 42.30.110 (g) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. Council came out of executive session at 8:56 pm

ADJOURNMENT

8:57 PM

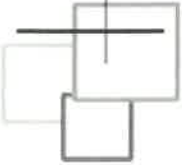
Motion: I motion to Adjourn the meeting, **Action:** Motion, **Moved by** Council Member Andy Halm, **Seconded by** Council Member Ellie Casey. Motion passed unanimously.



Michael A Canon, Mayor


Sandy Wells, Clerk-Treasurer

Register



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

Number	Name	Print Date	Clearing Date	Amount
Columbia State Bank	20016310			
Check				
56339	WA St Dept of Licensing	11/22/2022		\$56.75
56340	Jay Hunziker	11/23/2022		\$213.35
56341	AT&T Mobility	12/5/2022		\$58.64
56342	Avista Utilities	12/5/2022		\$842.05
56343	Beam Excavating	12/5/2022		\$13,419.74
56344	Bishop Sanitation Inc	12/5/2022		\$129.00
56345	Centurylink AZ	12/5/2022		\$90.12
56346	Clifford & Martin Inc	12/5/2022		\$47.78
56347	Goldendale City of	12/5/2022		\$108.90
56348	Goldendale Sentinel	12/5/2022		\$1,022.17
56349	Gorge Networks	12/5/2022		\$804.64
56350	Gwendolyn L Grundei	12/5/2022		\$5,500.00
56351	John Deere	12/5/2022		\$284.78
56352	Klickitat CO Health Dept	12/5/2022		\$140.00
56353	Klickitat Co Sheriff	12/5/2022		\$40,000.00
56354	Krystal L Smith	12/5/2022		\$1,275.00
56355	Larry Bellamy	12/5/2022		\$1,600.00
56356	Lori Lynn Hoctor Attorney at Law	12/5/2022		\$3,180.00
56357	North Central Laboratories	12/5/2022		\$554.05
56358	Pat McCarthy Productions INC	12/5/2022		\$900.00
56359	Proforce Law Enforcement	12/5/2022		\$483.86
56360	Resources NW Inc	12/5/2022		\$202.94
56361	USDA	12/5/2022		\$10,872.00
56362	Vance Law Office	12/5/2022		\$1,325.00
56363	Veterinary Surgery and Sports Medicine of the Gorge	12/5/2022		\$125.00
56364	Vision Municipal Solutions LLC	12/5/2022		\$981.01
56365	WA ST Dept Labor & Indust (Olympia)	12/5/2022		\$89.70
901526	Bank of America	12/5/2022		\$46,169.06
901527	Cashmere Valley Bank	12/5/2022		\$25,170.00
901528	US Bank Trust ACH	12/5/2022		\$1,043.72
901529	US Bank Trust ACH	12/5/2022		\$19,657.20
	Total		Check	
	Total		20016310	\$176,346.46
	Grand Total			\$176,346.46

**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 56339 through 56365, 901526 - 901529 in the amount of \$176,346.46, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this day 1st of December 2022.


Sandy Wells, Clerk-Treasurer

Register Activity

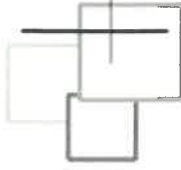
Fiscal: 2022
 Period: 2022 - Nov 2022
 Council Date: 2022 - Nov 2022 - 2nd Council Nov 2022

Reference	Date	Amount	Notes
Reference Number: 56339	WA St Dept of Licensing	\$56.75	
Invoice - 11/22/2022 3:01:47 PM	11/22/2022	\$56.75	GPD Vehicle License
Reference Number: 56340	Jay Hunziker	\$213.35	
Invoice - 11/23/2022 9:09:32 AM	11/23/2022	\$213.35	Paycheck Error
Reference Number: 56341	AT&T Mobility	\$58.64	
287258483135X11182022	11/10/2022	\$58.64	WWTP WIFI
Reference Number: 56342	Avista Utilities	\$842.05	
Invoice - 11/30/2022 10:28:33 AM	11/14/2022	\$842.05	Gas Utility
Reference Number: 56343	Beam Excavating	\$13,419.74	
22-736	11/23/2022	\$13,419.74	Grant St Sidewalk Replacement
Reference Number: 56344	Bishop Sanitation Inc	\$129.00	
A-123158	11/16/2022	\$129.00	Airport Portable Toilet
Reference Number: 56345	Centurylink AZ	\$90.12	
Invoice - 11/30/2022 11:23:15 AM	11/11/2022	\$90.12	Fax
Reference Number: 56346	Clifford & Martin Inc	\$47.78	
1056230	10/25/2022	\$34.88	Bottled Water
1059931	10/31/2022	\$12.90	Cooler Rental
Reference Number: 56347	Goldendale City of	\$108.90	
22-241	11/29/2022	\$108.90	Bulk Water - Sweeper
Reference Number: 56348	Goldendale Sentinel	\$1,022.17	
1555312	11/9/2022	\$55.25	Public Hearing
155532	11/9/2022	\$77.35	Public Hearing
155533	11/9/2022	\$292.83	Prosecuting Attorney Advertisement
155549	11/16/2022	\$41.44	Public Hearing
155550	11/16/2022	\$66.30	Public Hearing
155566	11/23/2022	\$489.00	annual Business Directory 2022

Reference	Date	Amount	Notes
Reference Number: 56349 <u>I-1875836</u>	Gorge Networks 11/17/2022	\$804.64 \$804.64	Internet
Reference Number: 56350 <u>Invoice - 11/30/2022 12:54:59 PM</u>	Gwendolyn L Grundei 11/30/2022	\$5,500.00 \$5,500.00	Prosecutor Services
Reference Number: 56351 <u>P01895</u>	John Deere 11/16/2022	\$284.78 \$284.78	Tractor Parts & Service
Reference Number: 56352 <u>INV00017-1122</u>	Klickitat CO Health Dept 11/30/2022	\$140.00 \$140.00	Bacteria Sample testing
Reference Number: 56353 <u>C-19517-Z</u>	Klickitat Co Sheriff 11/30/2022	\$40,000.00 \$40,000.00	Jail Services
Reference Number: 56354 <u>29790Z</u>	Krystal L Smith 11/14/2022	\$1,275.00 \$1,275.00	Janitor Services
Reference Number: 56355 <u>Invoice - 11/30/2022 1:03:22 PM</u>	Larry Bellamy 11/17/2022	\$1,600.00 \$1,600.00	Consultant Services
Reference Number: 56356 <u>1A0100178</u> <u>1A0289802</u> <u>2A0102331</u> <u>2A0153648</u> <u>2A0153654</u> <u>2A0179534</u>	Lori Lynn Hoctor Attorney at Law 11/10/2022 11/10/2022 11/10/2022 11/10/2022 11/10/2022 11/10/2022	\$3,180.00 \$580.00 \$1,110.00 \$340.00 \$400.00 \$280.00 \$470.00	Joshua Boushey Matthew Rommen Katherine Goodpaster Roberto Landaverde Kellen Estes Alyssa Adams
Reference Number: 56357 <u>479019</u> <u>47940Z</u>	North Central Laboratories 11/10/2022 11/18/2022	\$554.05 \$280.09 \$273.96	Broth w/o Rosolic Economy Sampler, Screw on cups
Reference Number: 56358 <u>41525</u>	Pat McCarthy Productions INC 1/25/2022	\$900.00 \$900.00	Street Crimes Training - N. Randall & M. Steljes
Reference Number: 56359 <u>498022</u>	Proforce Law Enforcement 11/2/2022	\$483.86 \$483.86	Taser Cartridge
Reference Number: 56360 <u>Invoice - 11/30/2022 1:17:01 PM</u>	Resources NW Inc 11/30/2022	\$202.94 \$202.94	Credit to close account - water overpayment

Reference	Date	Amount	Notes
Reference Number: 56361	USDA	\$10,872.00	
Invoice - 11/30/2022 1:35:14 PM	12/7/2022	\$10,872.00	WCNIP Loan
Reference Number: 56362	Vance Law Office	\$1,325.00	
1A0184675	2/10/2022	\$165.00	Christopher Patrick
1A0218010	7/20/2022	\$240.00	Amelia Bisorrelhorse
1A0289808	2/9/2022	\$120.00	Jerry Parke
1A0352982.2022	2/10/2022	\$167.50	Esmeralda Zaragoza
1A0478090	7/21/2022	\$172.50	Amelia Bisorrelhorse
1A189384	2/9/2022	\$225.00	Lars Jensen
2A0163039	8/18/2022	\$235.00	August Marsh
Reference Number: 56363	Veterinary Surgery and Sports Medicine of the Gorge	\$125.00	
400205	11/30/2022	\$125.00	Radiology on Harley
Reference Number: 56364	Vision Municipal Solutions LLC	\$981.01	
Invoice - 11/30/2022 1:54:14 PM	11/30/2022	\$981.01	Water Bill Mailing
Reference Number: 56365	WA ST Dept Labor & Indust (Olympia)	\$89.70	
356013	11/16/2022	\$89.70	Boiler/ Pressure Vessel Inspection
Reference Number: 901526	Bank of America	\$46,169.06	
1TCFL9HFAK	12/1/2022	\$46,169.06	ECNIP - Obligation
Reference Number: 901527	Cashmere Valley Bank	\$25,170.00	
Invoice - 11/30/2022 10:40:43 AM	12/1/2022	\$25,170.00	GO Bond - WCNIP
Reference Number: 901528	US Bank Trust ACH	\$1,043.72	
Invoice - 11/30/2022 1:24:40 PM	12/1/2022	\$1,043.72	Utility Trucks Interest
Reference Number: 901529	US Bank Trust ACH	\$19,657.20	
Invoice - 11/30/2022 1:18:19 PM	12/1/2022	\$14,207.09	Vac Truck / Sweeper Interest
Invoice - 11/30/2022 1:21:28 PM	12/1/2022	\$1,043.72	Police Vehicles Interest
Invoice - 11/30/2022 1:22:50 PM	12/1/2022	\$4,406.39	Fire Truck interest

Register



Number	Name	Fiscal Description	Cleared	Amount
56331	Johnston, Steve	2022 - Nov 2022 - 2nd Council Nov 2022		\$45.76
56332	American Family Life	2022 - Nov 2022 - 2nd Council Nov 2022		\$466.17
56333	Deferred Comp Program	2022 - Nov 2022 - 2nd Council Nov 2022		\$625.00
56334	Dept of Labor & Industries	2022 - Nov 2022 - 2nd Council Nov 2022		\$2,012.85
56335	Dept of Retirement	2022 - Nov 2022 - 2nd Council Nov 2022		\$11,022.79
56336	Employment Security	2022 - Nov 2022 - 2nd Council Nov 2022		\$148.33
56337	Vimly Benefit Solutions Inc	2022 - Nov 2022 - 2nd Council Nov 2022		\$34,086.44
56338	Washington State Support Registry	2022 - Nov 2022 - 2nd Council Nov 2022		\$337.50
901524	City of Goldendale	2022 - Nov 2022 - 2nd Council Nov 2022		\$19,624.16
901525	Employment Security - PFML	2022 - Nov 2022 - 2nd Council Nov 2022		\$329.44
Direct Deposit Run -	Payroll Vendor	2022 - Nov 2022 - 2nd Council Nov 2022		\$52,312.16
11/21/2022				\$121,010.60

Sandy Wells

From: Mindy Jackson <mindy@goldendalechamber.org>
Sent: Wednesday, November 23, 2022 10:44 AM
To: Sandy Wells
Cc: Executive Director
Subject: [EXTERNAL] Proposal for establishment of Goldendale Creative District
Attachments: Resolution - City of Goldendale DRAFT 2022 11 23.docx; CD-overview-presentation.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Sandy,

The Goldendale Area Chamber of Commerce would like to begin an initiative in partnership with the City of Goldendale to establish a Creative District. This program is through the Washington Arts Commission.

Our first step is to present to the City Council and request that they adopt a resolution in support of the creative district. I'd like to ask to be included on the Agenda of the December 5th City Council Meeting. Attached are the supplemental materials to be included in the Council Information Packet.

Thank you for your time and help with this project.

Sincerely,
Mindy Jackson
Strategic Planning & Communications
Goldendale Area Chamber of Commerce
509-773-3400



arts.wa.gov

Certified Creative Districts

Supporting the creative economy in Washington

What is a Certified Creative District?

- Focal point for people to enjoy the arts
- Includes cultural facilities and creative industries and businesses
- An exciting place to live, work in & visit
- A vehicle to grow jobs & economic opportunities



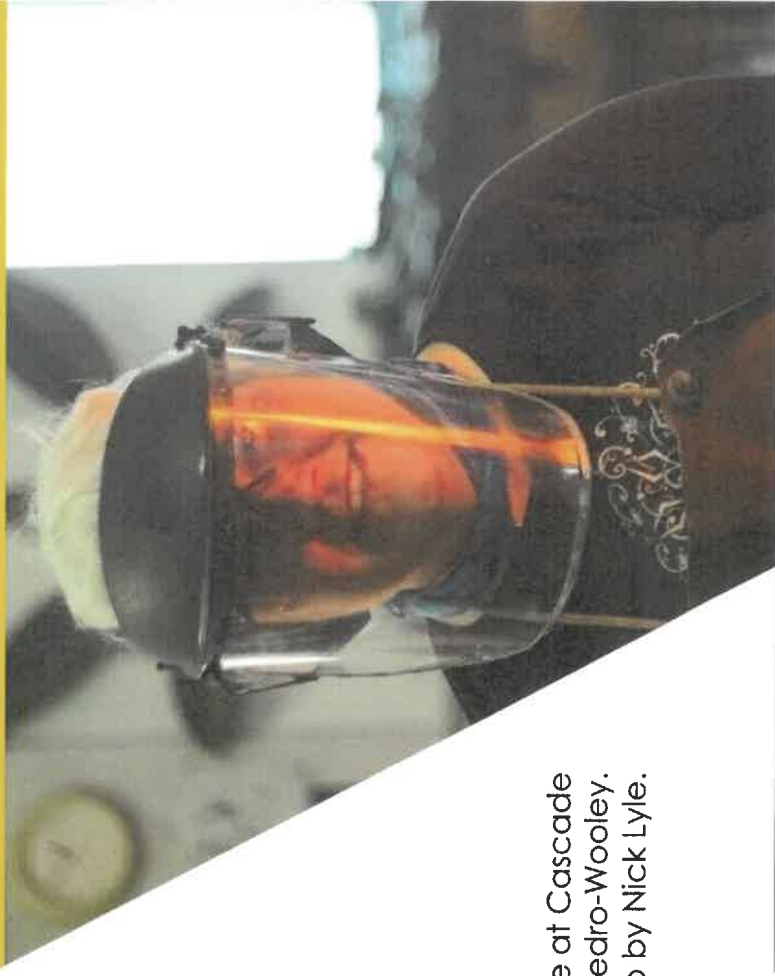
DICK & JANE'S SPOT
Art site & home of Dick Elliott and
Jane Orleman, Ellensburg WA



Why was this program created?

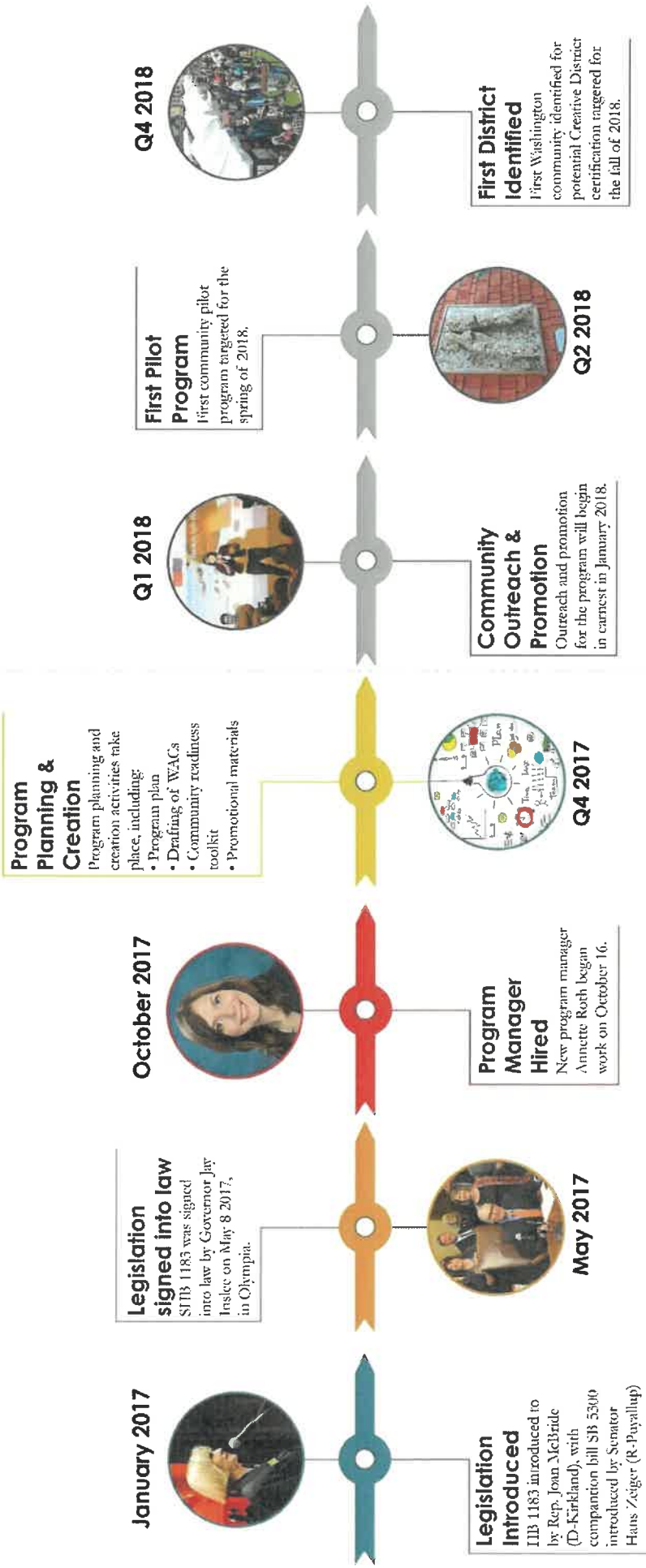
- Based on Colorado Creative Industries model
- Communities can capitalize on & grow their creative economies
- Signifies a community is serious about growing this sector

In Colorado, designated Creative Districts have seen a 5% annual increase in employment and a 6% increase in revenue.



Artist Jean Whitesavage at Cascade Middle School, Sedro-Wooley.
Photo by Nick Lyle.

Program timeline through 2018



Who/What is Creative?

- Artists
- Entertainers
- Restaurateurs
- Inventors
- Bakers
- Museums
- Writers
- Historic & cultural assets
- Food & product manufacturers/makers

The number of creative jobs in Washington has grown an average of 3% annually since 2011, making it one of the fastest growing sectors in the state.

WESTAF, Creative Vitality Suite,
November 2017



arts.wa.gov

SHACK ART CENTER, Everett, WA.

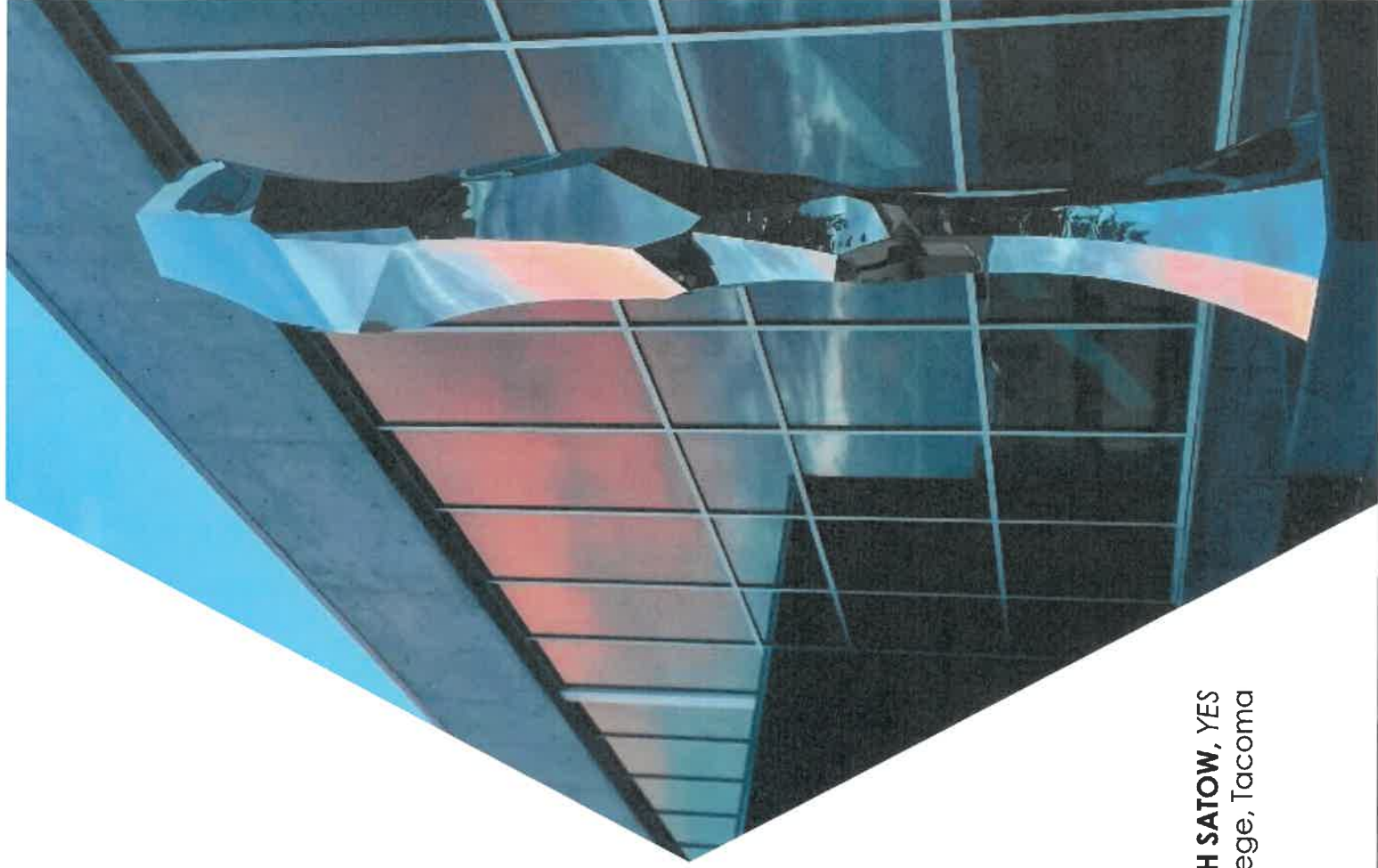


Creative industries drive the economy

In 2016, 177,000 people in WA were employed in creative industries, with combined wages of approximately \$21.9B.



HEATH SATOW, YES
Bates Technical College, Tacoma



Snapshot of the Arts in Washington

2016 Washington

Creative Vitality Index

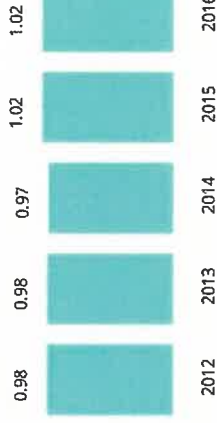
1.02
CVI Value

United States CVI = 1.0

Total Population

7,288,007

Past 5 years of CVI Performance



This regional snapshot report gives the big picture of a region's creative landscape. It provides an overview of creative jobs, industry earnings, FDR grants, and Nonprofit revenues.

GAIN

▲ 4%
since 2015

2016 Creative Jobs

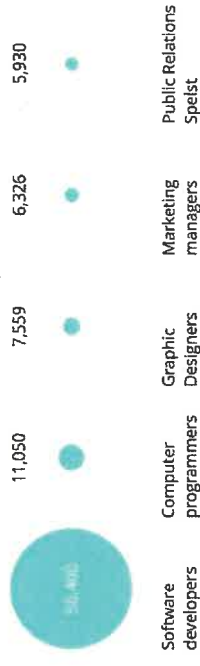


177,648

Total Creative Jobs

There are 7 thousand more creative jobs in the region since 2015

Occupations with greatest number of jobs



GAIN

▲ 10%
since 2015

2016 Creative Industries



\$21.9B

Total Industry Earnings

There is a gain of \$2.1 billion in creative industry earnings in the region since 2015

Industries with greatest earnings

Industry Earnings



LOSS

▼ 3%
since 2015

2016 Cultural Nonprofit



\$843.1M

Nonprofit Revenues

There are \$22.6 million less in revenues in the region since 2015

Data not available for this state in the selected year

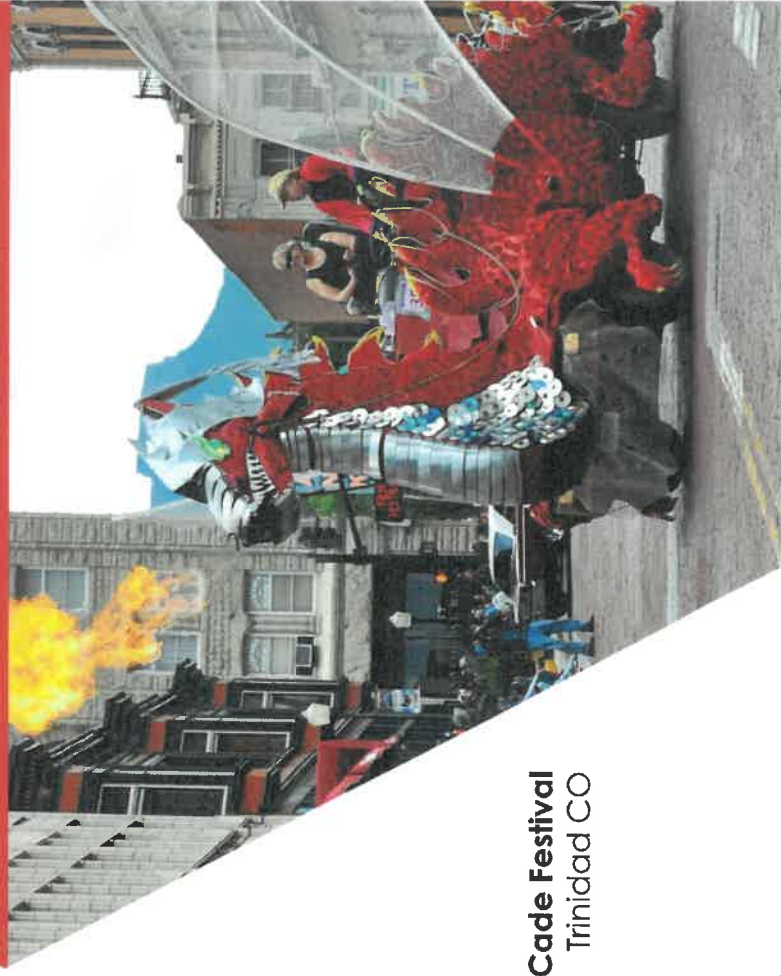
DATA SOURCES: Economic Modeling Specialists International, National Assembly of State Arts Agencies, National Center for Charitable Statistics
CREATIVE VITALITY SUITE: The Creative Vitality Index compares the per capita concentration of creative activity in two regions. Data on creative industries, occupations, and cultural nonprofit revenues are indexed using a population-based calculation. The resulting CVI Value shows a region's creative vitality compared to another region. For more information on data sources visit: learn.cvsuite.org

Case Study

Trinidad CO

- Former coal town
- Lost 1300 jobs in 5 years
- 2014 Creative District designation
- 150 startups in the creative industry

Trinidad is the first Space to Create location in CO, the first state-led initiative in the US to provide affordable housing to artists and creatives.



arts.wa.gov

2015 ArtoCade Festival
Trinidad CO

Benefits to the Community

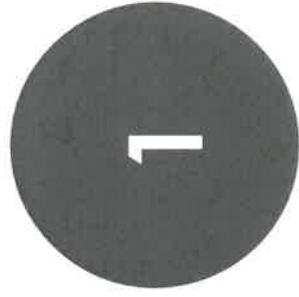
- Long-term job creation
- New business & industries brought to community
- Redevelopment of community assets
- Increased tourism
- Increased community livability



arts.wa.gov

Port Townsend School of Woodworking
Fort Worden State Park, Port Townsend WA

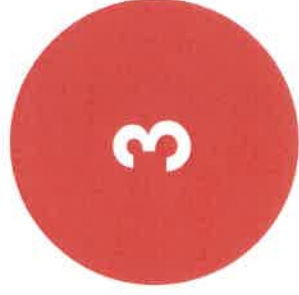
How does the process work?



Gather
your
planning
team



Plan
Work with
your team
to plan
your
Creative
District



Apply
Write &
submit your
formal
application

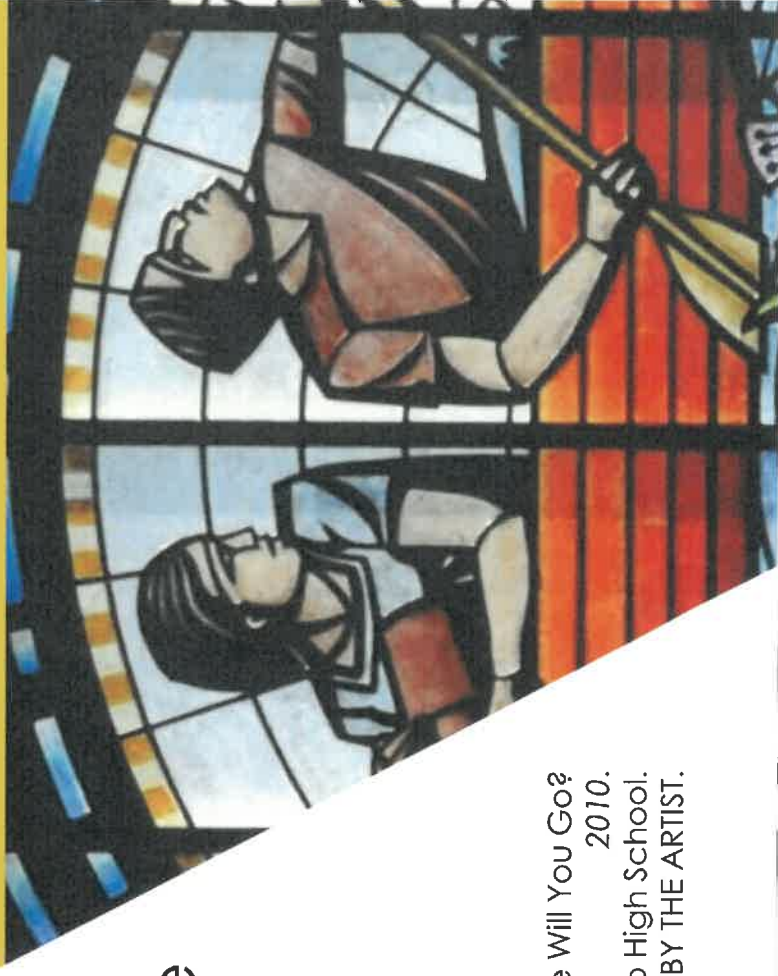


Begin
Implement
your
District
plan and
track
progress

How ArtsWA supports your community

- Resources & guidance during planning phase
- Rigorous & fair application process
- Networking opportunities
- Ongoing technical assistance
- Advocacy & support

In Colorado, designated Creative Districts have seen a 5% annual increase in employment and a 6% increase in revenue.



STEVE GARDNER, Where Will You Go?
2010.
Pasco High School.
PHOTO BY THE ARTIST.



Questions?

Annette Roth, Creative Districts Program Manager

360-586-8098 direct | 360-753-3860 agency

annette.roth@arts.wa.gov | www.arts.wa.gov



DRAFT Resolution for City of Goldendale

A resolution authorizing certification of a Creative District to be named: **Goldendale Creative District**

WHEREAS, a creative district has been designated to assist the district and community to develop a public-private partnership to support said district; and

WHEREAS, Mayor **Michael Canon** has signed a resolution of support for said cultural district; and

WHEREAS, the Washington State Arts Commission will be petitioned to designate said district as a Certified Creative District.

NOW, THEREFORE, BE IT RESOLVED by the **City Council of Goldendale** that the city:

Article 1. Designates the areas of **Simcoe, Columbus, Main Street, Broadway, Burgen, Collins, Roosevelt, W Darland, as the Goldendale Creative District.** (As seen in Map 1)

Article 2. The **Goldendale Creative District** promotes the exploration of and participation in the creative economy, arts and humanities through cultural experiences unique to our community.

Article 3. Endorses the goals of economic vitality and enhancing community life through participating in the development and financial support of the Creative District.

Article 4. Encourages that all residents of the city/county and especially those who own property or businesses within said cultural district to involve themselves and participate in the full development of the Creative District.

Article 5. Develop incentives or programs to stimulate and encourage the vitality of said creative district.

Article 6. Will appoint a city official to represent the city on the governing board of said creative district.

Article 7. Directs city staff to actively support and cooperate with the governing board to develop, maintain, and encourage the economics of the arts and culture in said creative district.

ADOPTED ON THIS DAY _____ OF _____, _____.

President of City Council signature

Date signed

Mayor's signature

Date signed

AGENDA BILL: G1

AGENDA TITLE: Addendum to Employment Agreement

DATE: December 5, 2022

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

On November 7, 2022, at the request of the City Administrator/Public Works Director, The City Council made motion to increase his monthly salary by \$608.33; and stop paying his medical coverage starting January 1, 2023; and the employer will continue to provide vision and dental coverage for the employee. This change will save the City of Goldendale over \$18,000.00 a year.

Attached is an addendum to the employment agreement to lawfully implement the agreed upon terms.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO EXCEPT THE ADDENDUM AS DRAFTED AND AUTHORIZE THE MAYOR TO SIGN THE ADDENDUM TO EMPLOYMENT AGREEMENT

ADDENDUM TO EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT is made and entered into on December 19, 2022, by and between the City of Goldendale, a Washington State Municipality, hereinafter referred to as the "EMPLOYER"; and Patrick Munyan Jr, hereinafter referred to as "EMPLOYEE".

This Agreement amends and modifies as follows that certain Employment Agreement dated May 2, 2022, made and entered into by the parties hereto.

WHEREAS on November 7, 2022, at the request of the EMPLOYEE the City Council (EMPLOYER) made a motion to increase the EMPLOYEE monthly salary by \$608.33; and stop paying EMPLOYEE medical coverage starting January 1, 2023; and EMPLOYER will continue to provide vision and dental coverage for the EMPLOYEE; and

WHEREAS it is herein agreed that the EMPLOYEE has the option to rejoin the EMPLOYER medical plan at anytime subject only to a monthly salary reduction of \$608.33.

NOWHERE; this amendment shall take effect on January 1, 2023.

IN WITNESS WHEREOF, the Mayor, with the concurrence of the City Council, has been authorized to sign and execute this Agreement on behalf of the City of Goldendale and duly attested by the City Clerk. The Employee has signed and executed this Agreement, both in duplicate, this day and year first above written.

CITY OF GOLDENDALE:

EMPLOYEE:

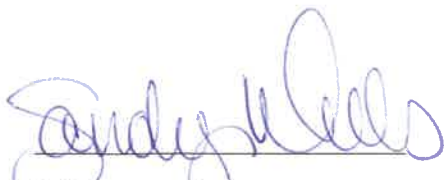


MAYOR MICHAEL CANON



PATRICK R. MUNYAN JR.

ATTEST:



SANDY WELLS, CITY CLERK

AGENDA BILL: G2

AGENDA TITLE: Genie Lift Request to Purchase

DATE: December 5, 2022

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

City planned to purchase a Genie boom lift in the 2022 fiscal year. Due to financial conditions this purchase was pushed forward to the 2023 budget. The city has rented Genie lifts numerous times over the years to perform maintenance work on our reservoirs, buildings, trees and streetlights. With the new streetlight parts on order, that will need to be installed, we will need to rent or purchase a genie boom to perform the work. The average rental cost for a boom lift is \$400 to \$500 a day for renting the lift. It will take an estimated 45 days to make the changes to the streetlight. Total estimated rental cost is \$18,000 to rent the Genie lift for that period of time.

City staff has found a used genie lift for \$47,837.50. If the City Council chooses to authorize this expenditure over rental option, the expenditure would come out of the 2023 budget. This expenditure was planned for in the 2023 budget if authorized by Council. The City has the option to purchase outright or buy contract.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE THE PURCHASE OF THE GENIE BOOM LIFT IN THE AMOUNT OF \$47,837.50



[2014 Genie S-60X 4WD Diesel Telescopic Boom Lift](#)

🕒 4443
📍 DENVER, CO



[2014 Genie S-60X 4WD Diesel Telescopic Boom Lift](#)

🕒 2966
📍 PHOENIX, AZ

[See Genie Boom Lift for sale rbauction.com](#)
[See Genie Boom Lift for sale ironplanet.com](#)
[See Genie Boom Lift for sale mascus.com](#)

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🌐 English

Company

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© 2007-2018 RitchieSpecs Equipment Specifications Ritchie Bros. Auctioneers © [Privacy Statement](#) | [Terms of Use](#)
OEM specifications are provided for base units. Actual equipment may vary with options.

Genie® S® -60 XC™ & S-65 XC, S-60 TraX™ & S-65 TraX

Specifications

Models	S-60 XC & S-60 TraX		S-65 XC & S-65 TraX	
Measurements	US	Metric	US	Metric
Working height max. ⁽¹⁾	66 ft	20.29 m	71 ft	21.81 m
Platform height max.	60 ft	18.29 m	65 ft	19.81 m
Horizontal reach max.	48 ft 7 in	14.80 m	54 ft 2 in	16.51 m
Below ground reach	5 ft 5 in	1.65 m	8 ft 8 in	2.65 m
A Platform length (8 ft/8 ft)	3 ft 2 in / 6 ft	0.91 m / 1.76 m	3 ft 2 in / 6 ft	0.91 m / 1.76 m
B Platform width (8 ft/8 ft)	8 ft 5 ft	2.41 m / 1.83 m	8 ft 6 ft	2.44 m / 1.83 m
C Height - stowed (tires)	9 ft 2 in	2.80 m	9 ft 3 in	2.81 m
Height - stowed (TraX)	9 ft 2 in	2.80 m	9 ft 3 in	2.81 m
D Length - stowed (tires)	28 ft 7 in	8.71 m	32 ft	9.76 m
Length - stowed (TraX)	28 ft 7 in	8.71 m	32 ft	9.76 m
E Width (tires)	8 ft 2 in	2.49 m	8 ft 2 in	2.49 m
Width (TraX)	8 ft 6 in	2.58 m	8 ft 6 in	2.58 m
F Wheelbase	8 ft 2 in	2.49 m	8 ft 2 in	2.49 m
G Ground clearance - center (tires)	16.3 in	0.41 m	16.3 in	0.41 m
Ground clearance - center (TraX)	16.3 in	0.41 m	16.3 in	0.41 m
H Height under counter weight	3 ft 10 in	1.17 m	3 ft 10 in	1.17 m

Productivity

Lift capacity max. - unrestricted	660 lb	300 kg	660 lb	300 kg
Lift capacity max. - restricted	1,000 lb	454 kg	1,000 lb	454 kg
Number of Platform Occupants (restricted/unrestricted)	3/2	3/2	3/2	3/2
Platform rotation	160°	160°	160°	160°
Jib length	—	—	5 ft	1.52 m
Vertical jib rotation (up/down)	—	—	133°	133°
Turntable rotation	360°	360°	360°	360°
Turntable tailswing	4 ft 7.5 in	1.41 m	4 ft 7.5 in	1.41 m
Drive speed - stowed (tires)	3.0 mph	4.8 km/h	3.0 mph	4.8 km/h
Drive speed - stowed (TraX)	2.3 mph	3.7 km/h	2.3 mph	3.7 km/h
Drive speed - raised (tires)	1 ft/s	0.3 m/s	1 ft/s	0.3 m/s
Drive speed - raised (TraX)	0.7 ft/s	0.2 m/s	0.7 ft/s	0.2 m/s
Gradeability - stowed ⁽²⁾	45%	45%	45%	45%
Tilt sensor activation (front to back/side to side)	7°/5°	7°/5°	7°/5°	7°/5°
Turning radius - inside/outside (tires)	7 ft 9 in / 18 ft 2 in	2.40 m / 5.50 m	7 ft 9 in / 18 ft 2 in	2.40 m / 5.50 m
Turning radius - inside/outside (TraX)	11 ft 5 in / 21 ft 4 in	3.48 m / 6.50 m	11 ft 5 in / 21 ft 4 in	3.48 m / 6.50 m
Tires	355/55D625	355/55D625	355/55D625	355/55D625
Track system - 4 points	TraX	TraX	TraX	TraX

Power

Power	Diesel	Diesel	Diesel	Diesel
Hydraulic tank capacity	40 gal	151 L	40 gal	151 L
Fuel tank capacity	35 gal	132 L	35 gal	132 L

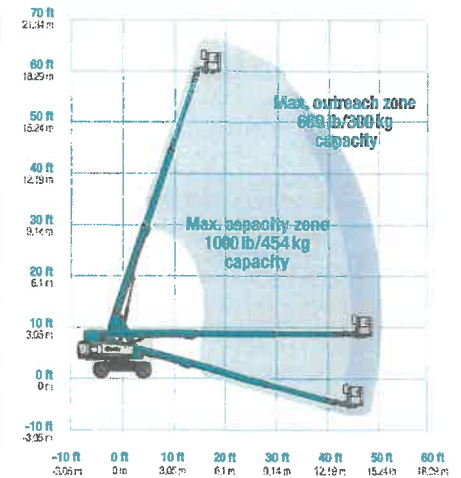
Weight⁽³⁾ and Floor Loading⁽⁴⁾

Weight (tires)	22,930 lb	10,401 kg	25,160 lb	11,412 kg
Weight (TraX)	26,840 lb	12,174 kg	29,000 lb	13,154 kg
Tire contact pressure	90 psi	620 kPa	90 psi	620 kPa
Track contact pressure	23 psi	158 kPa	25 psi	170 kPa
Occupied floor pressure (tires)	281 psf	13.44 kPa	304 psf	14.55 kPa
Occupied floor pressure (TraX)	266 psf	12.72 kPa	285 psf	13.66 kPa

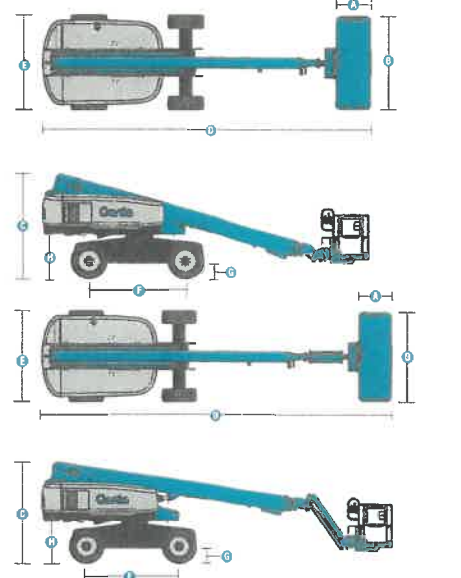
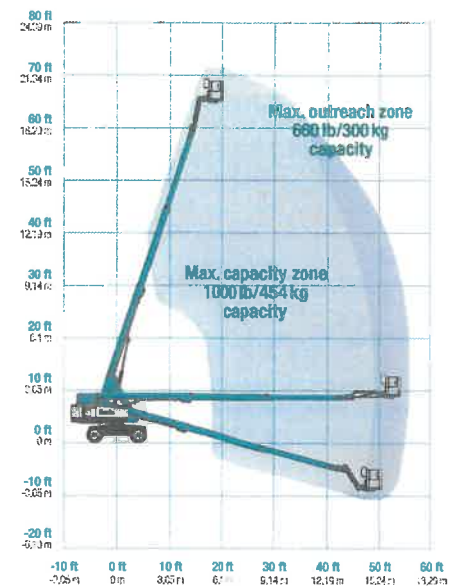
Sound and Vibration Levels

Sound Pressure level (ground workstation)	83 dBA	83 dBA	83 dBA	83 dBA
Sound Pressure level (platform workstation)	79 dBA	79 dBA	79 dBA	79 dBA
Vibrations	< 2.5 m/s ²	< 2.5 m/s ²	< 2.5 m/s ²	< 2.5 m/s ²

Range of motion S-60 XC/S-60 TraX



Range of motion S-65 XC/S-65 TraX



(1) The metric equivalent of working height adds 2 m to platform height. The imperial equivalent adds 6 ft to platform height.

(2) Gradeability applies to driving on slopes and may vary depending on options and machine configurations. See operator's manual for details regarding slope ratings.

(3) Weight refers to standard configuration and may vary depending on options and/or country standards.

(4) Floor loading information is approximate and may vary depending on options and machine configurations. It should be used only with adequate safety factors.

Genie® S®-60 XC™ & S-65 XC, S-60 TraX™ & S-65 TraX

SKU: Standard Model

- **S60XC001AF0001:** S-60 XC, 4WD
- **S60XC001AF0010:** S-60 XC, Lift Power 3kW, 4WD
- **S60XC001AF0003:** S-60 XC, Lift Power 12kW Welder Ready, 4WD

* Build to Order

SKU: Standard Model

- **S65XC001AF0002:** S-65 XC, 4WD
- **S65XC001AF0003:** S-65 XC, Lift Power 3kW, 4WD
- **S65XC001AF0001:** S-65 XC, Lift Power 12kW Welder Ready, 4WD

Option availability		S	S+	BtO
Power	49 hp, 37 kW, Deutz D2.9L, Diesel, T4f	✓	✓	✓
	49 hp, 37 kW, Perkins 404F-E22T, Turbo Diesel, T4f			
	60 hp, 45 kW, Ford 2.5L, Gas/LPG			
	74 hp, 55 kW, Deutz TD2.9L, Turbo Diesel, T4f (TRAX and 80/85)			
	74 hp, Deutz TD2.9L, Turbo Diesel, T4f			
	Cold weather package			
	Diesel air intake pre-cleaner			
	Ford engine gauge package			
	LPS Fire protection rating			
	Positive air shutdown system			
Second battery				
Anti-restart engine protection	✓	✓	✓	
Auto engine fault shutdown	✓	✓	✓	
In cylinder glow plug (diesel only)	✓	✓	✓	
Platform	6ft/1.83m dual-entry platform with side swing gate			
	8ft/2.44m tri-entry platform with side swing gate	✓	✓	✓
	6ft/1.83m Aircraft protection platform with sliding mid-rail			
	6ft/1.83m Aircraft protection platform with side swing gate			
	Dual axis joystick steering	✓	✓	✓
	Thumb rocker steering			
	Air line to platform			
	Control box covers		○	○
	Lift Guard Full Mesh panels			
	Lift Guard Half Mesh panels			
	Light Package: drive and work lights		○	○
	Platform auxiliary top rail			
	Lift Power 3kW AC Generator, 110V/60Hz			
	Lift Power 3kW AC Generator, 220V/50Hz			
	Lift Power 12kW Welder Ready			
	660lb/300kg & 1000lb/454kg dual load capacity with automatic envelope control	✓	✓	✓
	Drive enable system	✓	✓	✓
	Horn	✓	✓	✓
Lift Guard Contact Alarm	✓	✓	✓	
Lift Tools Work Tray	✓	✓	✓	
Platform load sense system	✓	✓	✓	
Proportional controls	✓	✓	✓	
Self-leveling platform	✓	✓	✓	
Chassis	Lift Connect Telematics	✓	✓	✓
	Lift Connect with Access Manager upgrade		○	○
	Biodegradable hydraulic oil			
	Cold weather hydraulic oil			
	Fire resistant hydraulic oil			
	High floatation, air-filled tires		○	○
	Rough terrain, foam-filled tires	✓	✓	✓
	Rough terrain, foam-filled, non-marking tires		○	○
	TraX quadra track drive system			
	Deluxe hostile environment kit			
	Hostile environment kit			
	LPG tank 33.5lb			
	Tow package			
	Active oscillating axle	✓	✓	✓
	Alarm package: includes flashing beacon and travel alarm	✓	✓	✓
Descent, tilt and motion alarm	✓	✓	✓	
Dual battery system	✓	✓	✓	
Hour meter	✓	✓	✓	
Hydraulic oil cooler	✓	✓	✓	
Positive traction drive	✓	✓	✓	
Tech Pro Link connector	✓	✓	✓	
Wheel motors 2 speed	✓	✓	✓	

Positive air shutdown system for Deutz engines only

- S Standard
- S+ Standard +
- BtO Build to Order
- ✓ Standard Features
- Options



Xtra Capacity



Rugged Terrainability



Lift Power



Genie Genuine Accessories⁽¹⁾

- Lift Tools Productivity Tools
- Lift Connect Telematics
- Tech Pro Link Handheld Device

(1) More accessories available from Genie Genuine Parts.

Product specifications are subject to change without notice or obligation. Photographs and/or drawings herein are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on proper equipment use. Failure to follow instructions in the Operator's Manual may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and we make no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade names of Terex Corporation and/or their subsidiaries in the USA and many other countries. Terex, Genie, Quality By Design, Xtra Capacity, Lift Power, Lift Guard, Lift Tools, Lift Connect and Tech Pro Link are registered trademarks of Terex Corporation or its subsidiaries.

03/22

SALES QUOTE



Northwest Equipment Sales, Inc.

2011 S 341st Place
Federal Way WA 98003

www.nwequip.net

253.835.1802 800.717.1338

fax: 253.835.1812

email: contact@nwequip.net

DATE: 11/28/22

SOLD TO: City of Goldendale			SHIP TO: City Of Goldendale		
ADDRESS: 1103 S Columbus Ave			ADDRESS: 1103 S Columbus Ave		
CITY: Goldendale	STATE: WA	ZIP: 98620	CITY: Goldendale	STATE: WA	ZIP: 98620

NAME: Doug Frantum		
PHONE #: 509.773.3771	Terms: TBD	FOB:
FAX #:	Ship via: Online Freight	Salesman: Jordan Hibbard
PO #:	Email: greentrk81@yahoo.com	

DESCRIPTION & SERIAL NO & UNIT #:	PRICE	
Genie S60X	\$43,000.00	
Unit#2135 Year:2012 Hours:4,000 Diesel, 4x4, Extra Capacity Basket, Gen,		
Full Service & Current Annual Inspection	No Charge	
SHIPPING/FREIGHT	\$1,500.00	
<input checked="" type="checkbox"/> SOLD AS IS <input type="checkbox"/> WARRANTY	SELLING PRICE	
TRADE IN DESCRIPTION & SERIAL NO.	TRADE IN	
CREDIT CARD #:	SALES TAX (%)	\$3,337.50
EXP: V#: Address/Zip:	DOWN PAYMENT	
PURCHASER CERTIFICATES THAT THE EQUIPMENT TRADED IN IS FREE AND CLEAR OF ALL LEINS & ENCUMBRANCES	TOTAL	\$47,837.50

It is agreed that the entire agreement, relating to this order is embodied in these presents and that no agreements, understandings, terms or conditions, which in any way, modify, affect, terminate, or otherwise pertain to this order or the contract resulting from the acceptance of this order, will be binding upon the seller unless made in writing and accepted in writing by an officer or seller.

THIS ORDER IS STRICTLY SUBJECT TO ALL TERMS AND CONDITIONS SET FORTH ON ITS REVERSE SIDE, AND BY THE SIGNATURE HEREON. THE PURCHASE EXPRESSLY STATES THAT EACH OF SAID ITEMS AND CONDITIONS, AND PARTICULARLY THE TERMS AND CONDITIONS CONTAINED IN PARAGRAPH 7 WHICH RELATES TO THE DISCLAIMER OF ALL WARRANTIES, WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS PROVISIONS, HAS BEEN SPECIFICALLY AND INDIVIDUALLY NEGOTIATED BETWEEN THE PARTIES AND CONSTITUTES A MATERIAL AND BINDING PORTION OF THE AGREEMENT BETWEEN PARTIES.

Salesman: _____ Signed: _____ Date: _____

Customer: _____ Signed: _____ Date: _____

Northwest Equipment Sales Inc – TERMS & CONDITIONS

This order is subject to the following terms and conditions:

1. Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by seller shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire delays in manufacturing or transportation, Acts of God, embargoes, war, governmental action, or any cause beyond the control of the seller whether the same as or different from the matters and things specifically enumerated and any of said causes shall absolutely absolve seller from any liability to the purchaser under the terms hereof.
3. Except in the event of a cash sale, the title to the equipment shall remain vested in seller until the indebtedness and all sums due to become due from the purchaser, whether evidenced by note, book account, judgment or otherwise, shall have been fully paid at which time ownership shall pass to purchaser. The indebtedness of purchaser and sums due seller from purchaser shall include any and all money due for work done or for materials, supplies, accessories furnished or sold any money advanced to purchaser by seller.
4. Seller's responsibility for shipment ceases upon delivery to transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the purchaser directly to the transportation company. Any claims against the seller for shortages in shipments shall be made within fifteen days after receipt of shipment. The provisions of this paragraph are in addition to and not lieu of the provisions of paragraph 2 herein.
5. The purchaser agrees that this order shall not be countermanded by purchaser, and that when it is accepted (and until the execution and delivery of the security agreement or agreement and note or notes required to consummate the sale as herein specified) it will cover all agreements between the parties relative to this transaction. The seller is not bound by any representations or terms made by any agent relative to transaction which are not embodied herein, and no agreements, understandings, terms or condition modifying affecting terminating or otherwise pertaining to the order or the contract resulting from the acceptance hereof will be binding upon seller unless made in writing and accepted in writing by an officer of the seller.
6. When any of the equipment necessary to fill any part of this order is available, purchaser agrees on request made by seller to execute and deliver to seller such notes and security agreements as may be required by the seller to evidence this transaction. In event that the purchaser fails to execute and deliver said notes and security agreements as required by the seller the entire balance of the purchase price at seller's option shall become immediately due and payable.
7. With regard to all items of equipment, whether new, used, or second hand, included in this order, it is agreed by the purchaser, that there are absolutely no warranties whatsoever, either express or implied, and that such items of equipment included in this order are sold "As is" – "Where is" unless specific expression to the contrary appears on the face of this order and except to the extent that a manufacturer's warranty may apply. The seller hereby specifically disclaims, as to any such equipment sold in this order, any warranty, express or implied of merchantability, of fitness for a particular purpose, of fitness for the general purpose for which the equipment is intended and all other warranties, save only the warranty of title, provided, however, when authorized by the manufacturer as to new equipment, the standard warranty of the manufacturer will be made on behalf of such manufacturer, but nor on behalf of the seller, function in any manner, any purchaser hereby agrees to indemnify and hold seller harmless from and against any cause of action of any kind, whatsoever, resulting from defect or from the condition of any item of equipment covered in this order. The provisions of this paragraph have each been specifically negotiated between seller and purchaser and constitute an essential part of the consideration in the sale of the equipment covered herein.
8. If this order contemplates a security interest in the equipment covered hereby, this order shall be subject to seller's approval of purchaser's credit on the actual delivery date and seller reserves the right to restrict the security agreement from the acceptance hereof to a cash sale or to specify all credit terms and the security to be given for the extension of credit.
9. Purchaser agrees to maintain the equipment in good repair and to not permit the same to be removed from his possession or to be attached, levied upon or assessed against, not to permit any lien encumbrance or adverse claim of any kind whatsoever to be made against the equipment as long as seller retains a security interest therein, and purchaser agrees to pay all taxes and indebtedness of every kind levied or assessed against the equipment or in connection with this transaction. In the event that purchaser should fail to maintain the equipment or should fail to do any of the other things required of him under this agreement, then seller my, but shall not be required to pay or do the same, and any sums expended by seller thereby shall be added t the unpaid balance due hereunder and shall be repayable to seller by purchaser immediately upon demand together with interest thereon at the rate of 18% per annum from the time such advances were made or cost incurred b seller. If suites or action becomes necessary to enforce this agreement or any part thereof, or to collect any sums owing to seller by purchaser then in addition to such costs and disbursements as may be permitted by law, purchaser agrees to pay seller a reasonable attorney's fee. All parties to this agreement shall have all legal disputes venued in King County, Washington.
10. Purchaser will keep the equipment fully insured against loss or damage by fire, theft and collision and such other hazards as seller may from time to time require as soon as the equipment is delivered to purchaser, containing such deductible provisions and upon such terms as seller may required, and all such policies of insurance shall be delivered to seller to be retained by it while any indebtedness hereunder remains owing.

Signature: _____, I accept these terms of purchase

Printed name: _____ date: _____

AGENDA BILL: **G3**

AGENDA TITLE: **Incentive Pay Pilot Program**

DATE: **December 5, 2022**

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

It is my understand that talks regarding retention pay occurred during the 2022-2024 Uniformed CBA negotiation. It is important to note that there is no contractual obligation, and no final decision was made other than it would be reviewed at a later date, for this reason the administration is bring this forward for final discussion and decision.

I have attached a draft Memorandum of Agreement that can be utilized if the Council decides to move forward with this pilot program.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE THE RETENTION PAY PILOT PROGRAM AND AUTHORIZE THE MAYOR TO ENTER INTO THE AGREEMENT WITH THE UNION

**Memorandum of Agreement
To the Agreement by and between
City of Goldendale and
Council 2, Washington State Council of County
And City Employees, representing Local 1533-G, Uniformed Employees (Police
Department)
American Federation of State, County and Municipal Employees, AFL-CIO,
Addressing a Retention Incentive**

2023 and 2024

THIS MEMORANDUM OF AGREEMENT is entered into to document the terms and conditions of mutual agreement between City of Goldendale, Washington, hereinafter referred to as the “Employer,” and Council 2, Washington State Council of County and City Employees, representing Local 1533-G, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union” as well as the agreement of the affected employees through the attached repayment agreement. This MOA is supplemental to the 2022-2024 Collective Bargaining Agreement (CBA) and is subject to termination pursuant to section 5 of this MOA. The parties mutually recognize the importance of making reasonable efforts to be competitive with other similar employers in order to retain police officers in a difficult fiscal environment.

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN BETWEEN THE PARTIES AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. The parties mutually recognize the importance of providing a reasonable retention incentive to try to keep current law enforcement Police Officer working at the Employer’s police department. The Employer will implement measures to assist in achieving this objective and the Union agrees with this objective and will cooperate fully with the Employer. The Employees who are paid the retention incentive payment and who leave employment within the repayment timeframe shall comply with the repayment agreement attached to this MOA which the Union and the employees agree must be signed by the employee and the Union before the payment is made.
2. The Employer hereby implements a Police Officer Retention Incentive program. As part of the program, the Employer will pay an existing Police Officer a retention incentive payment of \$3,000 less deductions for 2023 based on a payment plan established in Section 3 below and \$3,000 less deductions for 2024 based on a payment plan established in Section 3 below, subject to the affected employee and the union signing and conforming to the Repayment Agreement attached hereto as Attachment 1. This Police Officer Retention Incentive shall never apply to any officers who were hired at any time by way of lateral entry and who received the Lateral Hire Incentive payment.

3. The parties agree that the retention incentives will be paid in two (2) installments as follows:
 - \$3,000 to be paid in 2023 on the first periodic paychecks after the parties' signature of this MOA and the police officer's individual signature of the attached repayment plan subject to the employee remaining employed with the Employer in the full-time police officer job and performing all the functions of the job; and,
 - \$3,000 to be paid in 2024 on the first periodic paychecks subject to the employee remaining employed with the Employer in the full-time police officer job and performing all the functions of the job.
 - Under no circumstances shall a police officer who elects to participate in this retention incentive program continue to received the incentive if they go on L & I benefits based on an L & I claim, disability, retirement or any other separation of employment. Said employee shall be subject to the repayment agreement terms and conditions.
4. The parties agree that this is a pilot program, and the Employer reserves the exclusive right to discontinue/or continue the Police Retention Incentive program up to the conclusion of the 2024 term. If the Employer chooses to discontinue this Police Retention Incentive program at any time during 2023 and 2024, the Employer will provide thirty (30) calendar days written notification to the Union and the affected employees. Thereafter, the program and payments shall/immediately cease.
5. The parties agree that nothing contained in this MOA shall be construed in any manner to create any past practice and that the MOA shall not constitute any precedent setting with regard to the subject matter of this MOA.
6. The parties agree that any dispute and/or conflict as to the meaning, application, and/or interpretation of any provision of this MOA, except as regards the Employer's exclusive right to discontinue this program, shall be resolved through the grievance – arbitration provisions of the current CBA.
7. The parties agree that when the Employer is proceeding with the provisions of the retention incentive payments in compliance with this MOA, the affected employee and the parties shall sign the **Goldendale Police Department Washington State Police Officer Retention Incentive and Repayment Agreement** attached hereto as Attachment 1 for each affected employee. Furthermore, the Employer and Union shall fully cooperate with each other regarding the enforcement of the terms and conditions of the Repayment Agreement.
8. Signature in Counterpart and Facsimile Procedures: The MOA may be executed in counterparts and, when signed by all parties, shall be binding upon all parties. Transmission of this MOA by facsimile machine or email showing the original signature of a party shall be considered an original signature and shall be binding upon the signatory party. The Union official, each individual Police Officer, the Mayor, the City Administrator and the Police Chief shall sign each individual **Goldendale Police**

Department Washington State Police Officer Retention Incentive and Repayment Agreement.

9. The Employer and Union agree that if a **Goldendale Police Department Washington State Police Officer Retention Incentive and Repayment Agreement** is accepted and signed by the individual employee and other parties, if the employee ceases employment of changes in any manner from full time police officer performing all the essential functions of a full-time police officer, the Employer shall be entitled to an immediate repayment pursuant to the terms of the repayment agreement.
10. This MOA shall be effective beginning immediately upon signature by the last signing party prospectively. There shall be no retroactive application of this MOA. In accordance with Section 4 above, this is a pilot program, and the Employer reserves the exclusive right to discontinue/or continue the Police Retention Incentive program up to the conclusion of the 2024 term.

THE PARTIES ACKNOWLEDGE AND AGREE to the terms and conditions set forth in this MOA as evidenced by the signatures of the applicable parties below:

FOR THE UNION:

FOR THE EMPLOYER:

Dusty Morford
Staff Representative Council 2

Michael Canon, Mayor
City of Goldendale

Mike Smith
Negotiation Team Local 1533-G, Uniformed

Pat Munyan
City Administrator

Leo Lucatero
Negotiation Team Local 1533-G, Uniformed

Sandy Wells
Clerk Treasurer

Maria Hutchins
Bargaining Team/Local 1533-G, Uniformed

**Goldendale Police Department
Washington State Police Officer Retention Incentive
And Repayment Agreement**

This Repayment Agreement is entered into on this ___ day of _____, 20__ between the City of Goldendale (City) and _____, a full time Goldendale Police Officer (Employee) and Council 2, WSCCCE, Local 1533-G, AFSCME, AFL-CIO.

Whereas, the City offers a retention incentive to make a reasonable effort to keep full time active Police Officers working at the City of Goldendale.

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN BETWEEN THE PARTIES AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. This is not to be construed as a guaranteed two (2) years of employment agreement between the City and the Employee. The City has the right to terminate the Employee with or without just cause (not applicable to the 12-month probationary period/can be terminated with no cause whatsoever while on probation), subject to the terms and conditions of the CBA. In the event the Employee is terminated with cause, he or she shall be required to repay all the funds subject to Section 7 below; and,
2. The Employee acknowledges that they have been offered a retention incentive to stay as a full-time active Police Officer with the City of Goldendale for a minimum period of two (2) years; and,
3. The Employee acknowledges and agrees that he/she has a one (1) year full time active Police Officer commitment subject to the provisions of Sections 1, 2, 4, 5, 6, 7, 8, 9, 10 and 11 of this Agreement; and,
4. The Employee acknowledges and represents to the City that he/she is fully qualified as being a full-time active Police Officer certified under CJTC standards in fulfillment of the MOA between the Union and the City for the retention incentive; and,
5. The Employee voluntarily accepts the retention incentive and all the terms related thereto as well as subject to the following payment conditions:
 - A. The City will pay the Employee a retention incentive for 2023 of \$3,000 to be paid subject to the following provisions.
 - B. This 2023 incentive will be paid in one (1) installment:
 - i.) The \$3,000.00 will be paid on the first paycheck following signature of this retention incentive and repayment agreement.

- C. The City will pay the Employee a retention incentive for 2024 of \$3,000 to be paid subject to the following provisions.
- D. This 2024 incentive will be paid in one (1) installment:
 - i.) The \$3,000.00 will be paid on the first paycheck following the Employee's hire.
- 6. The above payments will be subject to all applicable tax deductions and any other deductions as determined by the City. Taxes will be withheld as incentive earnings from the Retention Incentive and reported to the Internal Revenue Service as income on the Employee's Form W-2.
- 7. If the Employee voluntarily leaves employment as a full time police officer with the Police Department or is terminated for cause before working two (2) full years for the City, the Employee shall be obligated to repay to the City prorated amount of hours not worked of the received Retention Incentive pay to the City.
- 8. The Employee agrees that if they leave full time police officer employment or are terminated for cause earlier than two (2) full years of employment, the amount owed the City shall first be deducted from their last paycheck and the balance shall be paid as directed by the City. The Union agrees to fully cooperate with the repayment process administered by the City. If the City has to file claims and/or lawsuits to recover the funds, the Employee shall be fully responsible for paying for the City's attorney's fees and costs associated with such claims and/or litigation regarding the repayment of funds to the City in addition to the Employee being responsible for their own attorney's fees and costs. By signing this repayment agreement, the Employee agrees and shall sign any default judgment presented by the City and agrees in advance to having the repayment obligations deducted from any and other employer and/or other benefits subject to conformity with applicable statutes such as garnishments, etc.
- 9. If the Employee's voluntary resignation of employment is for reasons beyond Employee's control (e.g., personal injury or illness), the City may in its sole discretion waive all or part of the liability owed by the Employee to the City. Any such waiver shall be in writing and be subject to signature by the Mayor, Chief of Police and City Administrator.
- 10. The City, Union and the employee affected agree that if they were a lateral hire and accepted a lateral hire incentive payment, they shall not be entitled to any retention incentive payment whatsoever.
- 11. The Memorandum of Agreement (MOA) which was entered into between the City of Goldendale, Washington, hereinafter referred to as the "Employer," and Council 2, Washington State Council of County and City Employees, representing Local 1533-G, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union shall be binding on employees who sign this **Retention Incentive and Repayment Agreement**.

12. The terms and conditions of this Repayment Agreement are final and binding on all the signatory parties below.

POLICE OFFICER:

FOR THE EMPLOYER:

By: _____
Print Full Name

By: _____
Mayor

By: _____
Full Signature

Date: _____

Date: _____

By: _____
City Administrator

FOR THE UNION:

By: _____
Dusty Morford
Staff Representative, Council 2

Date: _____

By: _____
Police Chief

Date: _____

**Memorandum of Agreement
To the Agreement by and between
City of Goldendale and
Council 2, Washington State Council of County
And City Employees, representing Local 1533-G, Non-Uniformed Employees
American Federation of State, County and Municipal Employees, AFL-CIO,
Addressing a Retention Incentive**

2023 and 2024

THIS MEMORANDUM OF AGREEMENT is entered into to document the terms and conditions of mutual agreement between City of Goldendale, Washington, hereinafter referred to as the “Employer,” and Council 2, Washington State Council of County and City Employees, representing Local 1533-G, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union” as well as the agreement of the affected employees through the attached repayment agreement. This MOA is supplemental to the 2022-2024 Collective Bargaining Agreement (CBA) and is subject to termination pursuant to section 5 of this MOA. The parties mutually recognize the importance of making reasonable efforts to be competitive with other similar employers in order to retain non-Uniformed Employees in a difficult fiscal environment.

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN BETWEEN THE PARTIES AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. The parties mutually recognize the importance of providing a reasonable retention incentive to try to keep current non-uniformed employees working at the Employer’s place of business. The Employer will implement measures to assist in achieving this objective and the Union agrees with this objective and will cooperate fully with the Employer. The Employees who are paid the retention incentive payment and who leave employment within the repayment timeframe shall comply with the repayment agreement attached to this MOA which the Union and the employees agree must be signed by the employee and the Union before the payment is made.
2. The Employer hereby implements a Non-Uniformed Retention Incentive program. As part of the program, the Employer will pay an existing non-Uniformed Employees a retention incentive payment of \$3,000 less deductions for 2023 based on a payment plan established in Section 3 below and \$3,000 less deductions for 2024 based on a payment plan established in Section 3 below, subject to the affected employee and the union signing and conforming to the Repayment Agreement attached hereto as Attachment 1.
3. The parties agree that the retention incentives will be paid in two (2) installments as follows:

- \$3,000 to be paid in 2023 on the January 31st periodic paychecks after the parties' signature of this MOA and the non-Uniformed Employee individual signature of the attached repayment plan subject to the employee remaining employed with the Employer in the full-time police officer job and performing all the functions of the job; and,
 - \$3,000 to be paid in 2024 on the January 31st periodic paychecks subject to the employee remaining employed with the Employer in the full-time non-Uniformed job and performing all the functions of the job.
 - Under no circumstances shall a non-Uniformed Employee who elects to participate in this retention incentive program continue to receive the incentive if they go on L & I benefits based on an L & I claim, disability, retirement, or any other separation of employment. Said employee shall be subject to the repayment agreement terms and conditions.
4. The parties agree that this is a pilot program, and the Employer reserves the exclusive right to discontinue/or continue the Non-Uniformed Retention Incentive program up to the conclusion of the 2024 term. If the Employer chooses to discontinue this Non-Uniformed Retention Incentive program at any time during 2023 and 2024, the Employer will provide thirty (30) calendar days written notification to the Union and the affected employees. Thereafter, the program and payments shall/immediately cease.
 5. The parties agree that nothing contained in this MOA shall be construed in any manner to create any past practice and that the MOA shall not constitute any precedent setting about the subject matter of this MOA.
 6. The parties agree that any dispute and/or conflict as to the meaning, application, and/or interpretation of any provision of this MOA, except as regards the Employer's exclusive right to discontinue this program, shall be resolved through the grievance – arbitration provisions of the current CBA.
 7. The parties agree that when the Employer is proceeding with the provisions of the retention incentive payments in compliance with this MOA, the affected employee and the parties shall sign the **Non-Uniformed Departments Retention Incentive and Repayment Agreement** attached hereto as Attachment 1 for each affected employee. Furthermore, the Employer and Union shall fully cooperate with each other regarding the enforcement of the terms and conditions of the Repayment Agreement.
 8. Signature in Counterpart and Facsimile Procedures: The MOA may be executed in counterparts and, when signed by all parties, shall be binding upon all parties. Transmission of this MOA by facsimile machine or email showing the original signature of a party shall be considered an original signature and shall be binding upon the signatory party. The Union official, each individual Non-Uniformed Employee, the Mayor and the City Administrator shall sign each individual **Non-Uniformed Departments Retention Incentive and Repayment Agreement**.

9. The Employer and Union agree that if a **Non-Uniformed Departments Retention Incentive and Repayment Agreement** accepted and signed by the individual employee and other parties, if the employee ceases employment of changes in any manner from full time non-Uniformed Employee performing all the essential functions of a full-time job duties, the Employer shall be entitled to an immediate repayment pursuant to the terms of the repayment agreement.
10. This MOA shall be effective beginning immediately upon signature by the last signing party prospectively. There shall be no retroactive application of this MOA. In accordance with Section 4 above, this is a pilot program, and the Employer reserves the exclusive right to discontinue/or continue the Non-Uniformed Retention Incentive program up to the conclusion of the 2024 term.

THE PARTIES ACKNOWLEDGE AND AGREE to the terms and conditions set forth in this MOA as evidenced by the signatures of the applicable parties below:

FOR THE UNION:

FOR THE EMPLOYER:

Dusty Morford
Staff Representative Council 2

Michael Canon, Mayor
City of Goldendale

Doug Frantum
Negotiation Team Local 1533-G, Uniformed

Pat Munyan
City Administrator

Attachment 1
Goldendale Non-Uniformed Departments
Retention Incentive and Repayment Agreement

This Repayment Agreement is entered into on this ___ day of _____, 20__ between the City of Goldendale (City) and _____, a full time Non-Uniformed (Employee) and Council 2, WSCCCE, Local 1533-G, AFSCME, AFL-CIO.

Whereas, the City offers a retention incentive to make a reasonable effort to keep full time active Police Officers working at the City of Goldendale.

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN BETWEEN THE PARTIES AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. This is not to be construed as a guaranteed two (2) years of employment agreement between the City and the Employee. The City has the right to terminate the Employee with or without just cause (not applicable to the 12-month probationary period/can be terminated with no cause whatsoever while on probation), subject to the terms and conditions of the CBA. In the event the Employee is terminated with cause, he or she shall be required to repay all the funds subject to Section 7 below; and,
2. The Employee acknowledges that they have been offered a retention incentive to stay as a full-time active non-Uniformed Employee with the City of Goldendale for a minimum period of two (2) years; and,
3. The Employee acknowledges and agrees that he/she has year full time active Police Officer commitment subject to the provisions of Sections 1, 2, 4, 5, 6, 7, 8, 9, 10 and 11 of this Agreement; and,
4. The Employee acknowledges and represents to the City that he/she is fully qualified as being a full-time active Police Officer certified under CJTC standards in fulfillment of the MOA between the Union and the City for the retention incentive; and,
5. The Employee voluntarily accepts the retention incentive and all the terms related thereto as well as subject to the following payment conditions:

- A. The City will pay the Employee a retention incentive for 2023 of \$3,000.00 to be paid subject to the following provisions.
- B. This 2023 incentive will be paid in one (1) installment:
 - i.) the \$3,000.00 will be paid on the first paycheck following signature of this retention incentive and repayment agreement.
- C. The City will pay the Employee a retention incentive for 2024 of \$3,000.00 to be paid subject to the following provisions.
- D. This 2024 incentive will be paid in one (1) installment:
 - i.) The \$3,000.00 will be paid on the first paycheck following the Employee's hire.
- 6. The above payments will be subject to all applicable tax deductions and any other deductions as determined by the City. Taxes will be withheld as incentive earnings from the Retention Incentive and reported to the Internal Revenue Service as income on the Employee's Form W-2.
- 7. If the Employee voluntarily leaves employment as a full time Non-Unformed Employee with the City of Goldendale or is terminated for cause before completing one full work year for the City, the Employee shall be obligated to repay to the City the prorated amount for hours not worked.
- 8. The Employee agrees that if they leave full time employment or are terminated for cause earlier than complete the terms of one full year of employment, the amount owed the City shall first be deducted from their last paycheck and the balance shall be paid as directed by the City. The Union agrees to fully cooperate with the repayment process administered by the City. If the City has to file claims and/or lawsuits to recovery the funds, the Employee shall be fully responsible for paying for the City's attorney's fees and costs associated with such claims and/or litigation regarding the repayment of funds to the City in addition to the Employee being responsible for their own attorney's fees and costs. By signing this repayment agreement, the Employee agrees and shall sign any default judgment presented by the City and agrees in advance to having the repayment obligations deducted from any and other employer and/or other benefits subject to conformity with applicable statutes such as garnishments, etc.
- 9. If the Employee's voluntary resignation of employment is for reasons beyond Employee's control (e.g., personal injury or illness), the City may in its sole discretion waive all or part of the liability owed by the Employee to the City. Any such waiver shall be in writing and be subject to signature by the Mayor and City Administrator.
- 10. The Memorandum of Agreement (MOA) which was entered into between the City of Goldendale, Washington, hereinafter referred to as the "Employer," and Council 2, Washington State Council of County and City Employees, representing Local 1533-G,

American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union shall be binding on employees who sign this **Retention Incentive and Repayment Agreement**.

11. The terms and conditions of this Repayment Agreement are final and binding on all the signatory parties below.

Non-Uniformed Employee Rep:

FOR THE EMPLOYER:

By: _____
Print Full Name

By: _____
Mayor

By: _____
Full Signature

Date: _____

Date: _____

By: _____
City Administrator

FOR THE UNION:

Date: _____

By: _____
Dusty Morford
Staff Representative, Council 2

By: _____
Clerk Treasurer

Date: _____

AGENDA BILL: **G4**

AGENDA TITLE: **Highland Subdivision**

DATE: **December 5, 2022**

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

Staff has completed a full review of the Highland Subdivision staff report requirements and conditions of approval and has determined all requirements have been completed as required by the preliminary approval process.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION: Staff Recommends Approval.

MOTION:

I MOVE TO APPROVE HIGHLAND SUBDIVISION AND EXCEPT ALL DEDICATION OF RIGHT-OF-WAY AND TRANSFERS OF INFRASTRUCTURE AS STATED AND THE PLAT OF HIGHLAND SUBDIVISION



Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

November 29, 2022

City of Goldendale
Pat Munyan, City Administrator
1103 S. Columbus
Goldendale, WA 98620

RE: Highland Subdivision

Dear Mr. Munyan:

The construction of the Highland Subdivision is completed. The utilities have been installed and tested to the requirements of the City of Goldendale. A walk through was performed and punch-list items have been completed.

Attached are the asbuilt plans for the subdivision and the preliminary plat.

I recommend accepting the Highland Subdivision

Please contact us if you have any questions.

Sincerely,

DUSTIN CONROY, PE/PLS

