

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
JANUARY 4, 2021
7:00 PM**

NOTE: 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 LINK TO THE MEETING ON THE WEBSITE.

- A. Call to Order
 - 1. Pledge of Allegiance
- B. Roll Call
- C. Public Hearing
- D. Agenda
 - 1. Approval of Agenda
 - 2. Consent Agenda
 - a. Approval of Minutes
 - b. Claims
 - c. Payroll
 - d. Other
- E. Presentations
- F. Department Reports
- G. Council Business
 - 1. Agreement for Land Use/Planner Services
- H. Resolutions
- I. Ordinances
- 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 JANUARY 19, 2021 AT 7:00 PM.

AGENDA TITLE: CONSENT AGENDA

DATE: JANUARY 4, 2021

ACTION REQUIRED:

ORDINANCE _____

COUNCIL INFORMATION _____ X _____

RESOLUTION _____

OTHER _____

MOTION _____ X _____

EXPLANATION:

The consent agenda includes the following:

Minutes of the December 21, 2020 regular council meeting, first pay period December checks #53931 – 53938, 901250, direct deposit run 12/23/2020 in the amount of \$112,669.25, January 4, 2021 claims checks #53930, 53962 – 53983, 901249, 901251 in the amount of \$208,079.18, voided checks #53939 – 53961.

FISCAL IMPACT:

Payroll checks in the amount of \$112,669.25, claims checks in the amount of \$208,079.18.

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
DECEMBER 21, 2020
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 Filiberto Ontiveros, Council Member Julie Buck, Council Member Kevin Feiock, Council Member Miland Walling, Council Member Shannon Middleton.

Staff Present: City Administrator Larry Bellamy (Not voting), Clerk-Treasurer Connie Byers (Not voting), Police Chief Jay Hunziker (Not voting).

Absent: Council Member Loren Meagher.

Excused: Fire Chief Noah Halm.

Motion: I move to excuse Loren Meagher from the meeting., **Action:** Motion, **Moved by** Council Member Shannon Middleton, **Seconded by** Council Member Kevin Feiock. Motion passed unanimously.

Agenda and Consent Agenda

Motion: I move to approve the agenda and consent agenda., **Action:** Motion, **Moved by** Council Member Shannon Middleton, **Seconded by** Council Member Julie Buck. Motion passed unanimously.

Department Reports

Chief Hunziker asked council to concur to carry over vacation hours for two officers due to COVID-19. Council concurred. He then reported on the number of calls for service.

Council Business

The union contract with municipal employees was tabled for a later date.

Resolutions

Job descriptions was tabled for a later date.

Motion: I move to table the union contract with municipal employees and job descriptions for a later date., **Action:** Motion, **Moved by** Council Member Filiberto Ontiveros, **Seconded by** Council Member Shannon Middleton. Motion passed unanimously.

Ordinances

Second Reading of the 2021 Budget

Motion: I move to adopt ordinance no. 1503 adopting the budget for the City of Goldendale, Washington for the fiscal year ending December 31, 2021., **Action:** Motion, **Moved by** Council Member Shannon Middleton, **Seconded by** Council Member Julie Buck.
Motion passed unanimously.

4th Quarter Budget Amendment

Motion: I move to adopt ordinance no. 1504 being the 4th quarter budget amendment for 2020 and waive the second reading., **Action:** Motion, **Moved by** Council Member Shannon Middleton, **Seconded by** Council Member Julie Buck.
Motion passed unanimously.

Report of Officers and City Administrator

Larry reported that the city received a request for a new housing subdivision.

Shannon asked that everyone support our local business, especially the restaurants as they are really struggling right now.

Mayor Canon reported on a farm in Washington State that has been given the biggest fine in the history of the state and it was all to do with not following the COVID rules.

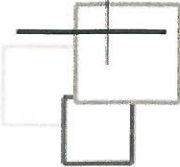
Adjournment

Motion: I move to adjourn the meeting., **Action:** Motion, **Moved by** Council Member Shannon Middleton, **Seconded by** Council Member Julie Buck.
Motion passed unanimously.

Michael A Canon, Mayor

Connie Byers, Clerk-Treasurer

Register



Fiscal: 2020
 Deposit Period: 2020 - Dec 2020
 Check Period: 2020 - Dec 2020 - 2nd Council Dec 2020

| Number | Name | Print Date | Clearing Date | Amount |
|----------------------------|----------------------------------|------------|-----------------|---------------------|
| Columbia State Bank | | | | |
| Check | 20016310 | | | |
| 53930 | US Bank | 12/22/2020 | | \$7,976.91 |
| 53962 | Anatek Labs Inc | 1/4/2021 | | \$60.00 |
| 53963 | AT&T Mobility | 1/4/2021 | | \$57.73 |
| 53964 | Avista Utilities | 1/4/2021 | | \$1,265.02 |
| 53965 | Bishop Sanitation Inc | 1/4/2021 | | \$177.50 |
| 53966 | Board For Volunteer Firefighters | 1/4/2021 | | \$2,890.60 |
| 53967 | Browning Fire Extinguisher | 1/4/2021 | | \$33.33 |
| 53968 | Centurylink AZ | 1/4/2021 | | \$182.68 |
| 53969 | Class 5 | 1/4/2021 | | \$581.76 |
| 53970 | Gorge Networks | 1/4/2021 | | \$852.25 |
| 53971 | Gwendolyn L Grundei | 1/4/2021 | | \$4,500.00 |
| 53972 | Hach Company | 1/4/2021 | | \$328.91 |
| 53973 | Hattenhauer Energy Co LLC | 1/4/2021 | | \$1,064.01 |
| 53974 | Jeremy Bowen | 1/4/2021 | | \$102.00 |
| 53975 | Justin D Leigh | 1/4/2021 | | \$4,000.00 |
| 53976 | Klickitat CO Public Works | 1/4/2021 | | \$1,267.10 |
| 53977 | Klickitat County Title CO | 1/4/2021 | | \$507.00 |
| 53978 | Krystal L Smith | 1/4/2021 | | \$1,275.00 |
| 53979 | MES Northwest | 1/4/2021 | | \$2,296.16 |
| 53980 | Quill Corporation | 1/4/2021 | | \$620.21 |
| 53981 | Vance Law Office | 1/4/2021 | | \$165.00 |
| 53982 | WA St Dept of Ecology | 1/4/2021 | | \$42,251.32 |
| 53983 | Yakima-Herald Republic | 1/4/2021 | | \$588.69 |
| 901249 | USDA | 1/4/2021 | | \$134,883.00 |
| 901251 | Neopost Leasing Inc | 1/4/2021 | | \$153.00 |
| | Total | | Check | |
| | Total | | 20016310 | \$208,079.18 |
| | Grand Total | | | \$208,079.18 |

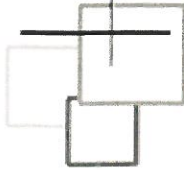
Register Activity

Fiscal: 2020
 Period: 2020 - Dec 2020
 Council Date: 2020 - Dec 2020 - 2nd Council Dec 2020

| Reference | Date | Amount | Notes |
|----------------------------------|---|-------------------|--------------------------|
| Reference Number: 53930 | US Bank | \$7,976.91 | |
| Invoice - 12/21/2020 3:22:55 PM | 12/21/2020 | \$7,976.91 | visa payment |
| Reference Number: 53962 | Anatek Labs Inc | \$60.00 | |
| 2016864 | 12/18/2020 | \$60.00 | service |
| Reference Number: 53963 | AT&T Mobility | \$57.73 | |
| 287258483135X12182020 | 12/10/2020 | \$57.73 | chlorination station |
| Reference Number: 53964 | Avista Utilities | \$1,265.02 | |
| Invoice - 12/28/2020 10:43:50 AM | 12/28/2020 | \$1,265.02 | utility |
| Reference Number: 53965 | Bishop Sanitation Inc | \$177.50 | |
| 95162 | 12/16/2020 | \$120.00 | ekone park |
| 95189 | 12/16/2020 | \$57.50 | airport |
| Reference Number: 53966 | Board For Volunteer Firefighters | \$2,890.60 | |
| Invoice - 12/28/2020 10:50:25 AM | 12/28/2020 | \$1,770.00 | fire department |
| Invoice - 12/28/2020 10:51:05 AM | 12/28/2020 | \$1,120.60 | reserves |
| Reference Number: 53967 | Browning Fire Extinguisher | \$33.33 | |
| 100035 | 12/11/2020 | \$33.33 | abc recharge, abc powder |
| Reference Number: 53968 | Centurylink AZ | \$182.68 | |
| Invoice - 12/28/2020 10:58:56 AM | 12/28/2020 | \$182.68 | fax/dsl |
| Reference Number: 53969 | Class 5 | \$581.76 | |
| 13658Z | 12/24/2020 | \$581.76 | fax |
| Reference Number: 53970 | Gorge Networks | \$852.25 | |
| 1-17502ZZ | 12/17/2020 | \$852.25 | service |
| Reference Number: 53971 | Gwendolyn L Grundei | \$4,500.00 | |
| Invoice - 12/28/2020 11:05:34 AM | 12/28/2020 | \$4,500.00 | december services |
| Reference Number: 53972 | Hach Company | \$328.91 | |
| 12249416 | 12/17/2020 | \$328.91 | supplies |

| Reference | Date | Amount | Notes |
|---|---|------------------------------|---|
| Reference Number: 53973 <u>CL95822</u> | Hattenhauer Energy Co LLC 12/15/2020 | \$1,064.01 \$1,064.01 | fuel |
| Reference Number: 53974 <u>Invoice - 12/28/2020 11:08:55 AM</u> | Jeremy Bowen 12/28/2020 | \$102.00 \$102.00 | commercial driver license reimbursement |
| Reference Number: 53975 <u>DEC2020</u> | Justin D Leigh 12/28/2020 | \$4,000.00 \$4,000.00 | land use planner |
| Reference Number: 53976 <u>2020-Bridge</u> | Klickitat CO Public Works 12/22/2020 | \$1,267.10 \$1,267.10 | bride inspections |
| Reference Number: 53977 <u>12597</u> | Klickitat County Title CO 11/25/2020 | \$507.00 \$507.00 | zetter |
| Reference Number: 53978 <u>738236</u> | Krystal L Smith 12/15/2020 | \$1,275.00 \$1,275.00 | december services |
| Reference Number: 53979 <u>IN1527527</u> | MES Northwest 12/8/2020 | \$2,296.16 \$2,296.16 | thermal imaging camera |
| Reference Number: 53980 <u>12946261</u> | Quill Corporation 12/10/2020 | \$620.21 \$620.21 | toner |
| Reference Number: 53981 <u>XZ0265035</u> | Vance Law Office 12/23/2020 | \$165.00 \$165.00 | robert whalley |
| Reference Number: 53982 <u>LN-000000558</u> | WA St Dept of Ecology 11/1/2020 | \$42,251.32 \$42,251.32 | loan I0100021 |
| Reference Number: 53983 <u>966794</u> | Yakima-Herald Republic 12/21/2020 | \$588.69 \$588.69 | request for qualifications |
| Reference Number: 901249 <u>Invoice - 12/18/2020 11:45:11 AM</u> | USDA 12/18/2020 | \$134,883.00 \$134,883.00 | 2009 water project |
| Reference Number: 901251 <u>Invoice - 12/28/2020 11:24:39 AM</u> | Neopost Leasing Inc 12/21/2020 | \$153.00 \$153.00 | postage refill |

Register



| Number | Name | Fiscal Description | Cleared | Amount |
|-----------------------------|-------------------------------------|--|---------|---------------------|
| <u>53931</u> | Council Trust Acct. | 2020 - Dec 2020 - 1st Council Dec 2020 | | \$1,060.48 |
| <u>53932</u> | Deferred Comp Program | 2020 - Dec 2020 - 1st Council Dec 2020 | | \$280.00 |
| <u>53933</u> | Dept of Labor & Industries | 2020 - Dec 2020 - 1st Council Dec 2020 | | \$2,183.12 |
| <u>53934</u> | Dept of Retirement | 2020 - Dec 2020 - 1st Council Dec 2020 | | \$11,880.04 |
| <u>53935</u> | Employment Security | 2020 - Dec 2020 - 1st Council Dec 2020 | | \$133.38 |
| <u>53936</u> | Goldendale, City of | 2020 - Dec 2020 - 1st Council Dec 2020 | | \$100.00 |
| <u>53937</u> | ICMA Retirement Trust (Plan 302195) | 2020 - Dec 2020 - 1st Council Dec 2020 | | \$112.50 |
| <u>53938</u> | Vimly Benefit Solutions Inc | 2020 - Dec 2020 - 1st Council Dec 2020 | | \$32,991.66 |
| <u>901250</u> | City of Goldendale | 2020 - Dec 2020 - 1st Council Dec 2020 | | \$17,553.27 |
| <u>Direct Deposit Run -</u> | Payroll Vendor | 2020 - Dec 2020 - 1st Council Dec 2020 | | \$46,374.80 |
| <u>12/23/2020</u> | | | | \$112,669.25 |

AGENDA BILL: G1

AGENDA TITLE: AGREEMENT FOR LAND USE/PLANNER SERVICES

DATE: JANUARY 4, 2021

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION X

RESOLUTION _____ OTHER _____

MOTION X

EXPLANATION:

Please find attached a renewal contract with Justin Leigh for land use/planning services for the City of Goldendale.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE PROFESSIONAL SERVICES CONTRACT WITH JUSTIN D. LEIGH IN THE AMOUNT OF \$50 PER HOUR AT AN AVERAGE OF 100 HOURS PER MONTH NOT TO EXCEED 1200 HOURS PER YEAR.

CITY OF GOLDENDALE

PROFESSIONAL SERVICES AGREEMENT

THIS **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into on this 1st day of January 2021, by and between the City of Goldendale, a Washington municipal corporation with its principal place of business at 1103 South Columbus Avenue, Goldendale, Washington 988620 ("City") and Justin D. Leigh, a sole proprietor, with his principal place of business at PO Box 855, Goldendale, Washington 98620 ("Leigh") to provide Land Use and Planner Services for the City of Goldendale.

1. **PURPOSE OF AGREEMENT**: The purpose of this Agreement is for Leigh to provide City with Land Use/Planner services, as described below.

2. **TERM**: This Agreement shall take effect on the 1st day of January 2021 and expire at midnight, December 31, 2021.

3. **TERMINATION**: City may terminate this Agreement at any time prior to its expiration upon sixty (60) days written notification to Leigh, and Leigh may terminate this Agreement at any time prior to its termination upon sixty (60) days written notification to City. Termination by either party may be elected for any reason within the sole discretion of the terminating party.

4. **COMPENSATION**: City shall pay Leigh Fifty Dollars (\$50) per hour for services performed by Leigh following performance of such services at an average of One Hundred (100) hours per month, not to exceed One Thousand Two Hundred (1,200) hours per year. Leigh shall invoice City for such payment on or before the last Monday of each month of service. Payment shall be considered a nonrefundable retainer and full compensation for work performed.

5. **SCOPE OF LANDUSE/PLANNER SERVICES**: Leigh shall professionally perform all customary and usual duties associated with providing Land Use and Planner Services for the City, including but not limited to, following: (a) Represent the City in all aspects of Land Use application processes, including, but not limited to, short plats, long subdivisions, conditional use, variances, shoreline activities, boundary line adjustments, planned unit developments, and site plans; (b) Research, develop, and implement comprehensive plans, subdivision, zoning, and other ordinances; (c) Keep the City Administrator and the Mayor advised as to the status of ongoing Land Use application processes and give advice regarding matters and necessary changes to various ordinances of the City; and (d) other duties that may be contemplated by the parties such as the exploration of economic develop opportunities, assistance with code enforcement activities, coordination of tourism events, and pursuit of improvements at and ongoing management of the City airport.

6. **CITY RESPONSIBILITIES**: The City shall provide non-exclusive office space to Leigh for the purpose of meeting with staff, customers, and supervisors. The

City will provide Leigh with a cell phone and laptop computer. Additionally, the City shall reimburse Leigh in an amount not to exceed One Thousand Dollars (\$1,000) to cover the cost of land use-related trainings.

7. STAFFING: Leigh assumes full responsibility to provide all necessary staffing resources to perform its obligations under this Agreement and assumes full responsibility for the actions of its employees, contractors, subcontractors, agents, or other individuals engaged by Leigh to perform services under this Agreement. Leigh warrants that all personnel providing services possess the requisite knowledge, expertise, integrity, skill, experience, and education (including, where applicable, the necessary licensures, certifications, and degrees) to fulfill their responsibilities in performing the services under this Agreement. Leigh agrees to contractually require all employees, contractors, and subcontractors utilized to provide services to comply with and satisfy all applicable requirements, rules, laws, and regulations with respect to the services to be performed under this Agreement.

8. NON-ASSIGNMENT: Leigh may not assign or transfer (whether by operation of law or otherwise) the rights or duties contemplated by this Agreement to a third party without prior written consent of the City Administrator or Mayor. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement. Any attempted assignment or transfer in violation of this Agreement is void *ab initio*.

9. TAXES AND ASSESSMENTS: Leigh shall be solely responsible for compensating Leigh's employees, contractors, subcontractors, agents, or other individuals engaged by Leigh to perform services under this Agreement, and for paying all related taxes, deductions and assessments, including, but not limited, to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed as a result of this Agreement. In the event City is assessed a tax or assessment as a result of this Agreement, Leigh shall pay the same before it becomes due.

10. INDEPENDENT CONTRACTOR: The parties agree that Leigh is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement; provided, however, that Leigh, together with Leigh's employees, contractors, subcontractors, agents, or other individuals engaged by Leigh to perform services under this Agreement, shall be considered a "public servant" pursuant to state law, including RCW 9A.76.180. The implementation of contracted activities and the results achieved are solely the responsibility of Leigh. No agent, employee, subcontractor, or representative of Leigh shall be deemed to be an employee, agent, servant, or representative of the City for any purpose, and the employees, agents, subcontractors, and representatives of Leigh shall not be entitled to any of the benefits the City provides for its employees. Leigh shall be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, special deputies, or otherwise, during the performance of this Agreement.

11. INDEMNIFICATION: Without limitation as to amount, Leigh and City hereby fully indemnify one another, assume the defense of, and save and hold each respective party harmless from any and all liability, claims, demands, damages, and costs of every kind and nature for injury to, or death, of, any and all persons, including without limitation, employees or representatives of either party, and for damage, destruction, or loss, consequential or otherwise, to or of any and all property, real and personal, including, without limitation, property of either party, or of any person or persons, directly or indirectly, arising out of the services performed under this Agreement. Excluded from this indemnification provision are those injuries or deaths of persons and damage, destruction, or loss to or of property arising from the sole negligence or willful misconduct of each respective party, its employees, contractors, subcontractors, agents, or other individuals engaged by each respective party to perform services under this Agreement. Furthermore, without limitation as to amount, each party hereby fully indemnifies the other party for any monetary penalty or settlement, including costs related to such penalty proceedings or settlement, that results in any liability imposed upon either respective party under any laws and regulations of the United States to an action, or failure to act, by either party.

12. NOTICES: All notices required or permitted to be given hereunder shall be in writing to the address of the parties set forth at the head of this Agreement, and may be delivered by hand, by facsimile, by an internationally recognized private courier, or by electronic mail to the addresses set forth on the signature page of this Agreement or provided by and to the respective parties in the ordinary course of business. Notices delivered by mail shall be deemed given five (5)-business days after being deposited in the mail with an internationally recognized private courier, postage prepaid, registered or certified mail. Notices delivered by hand, facsimile, or electronic mail shall be deemed given on the first business day following receipt.

13. ENTIRE AGREEMENT: This Agreement, together with any attachments, exhibits, and schedules constitutes the entire agreement between City and Leigh and supersedes all prior written or oral understandings. Each attachment, exhibit, and schedule shall be considered incorporated into this Agreement. This Agreement and said attachments, exhibits, and schedules may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

14. NON-WAIVER: The failure in any one or more instances of a party to insist upon performance of any of the terms or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the terms or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

15. CONSTRUCTION: The parties have participated, or had the opportunity to participate in, the negotiation and drafting of this Agreement and have requested or had the opportunity to show this Agreement to an attorney or other legal professional of their

choosing and to request amendments to this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted collectively by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement or such other documents. As such, no party shall be considered the "Drafting Party."

16. INVALIDITY AND CONFLICT: In case any of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. In the event of any conflict or inconsistency between the terms of this Agreement and any terms of any attachments, exhibits, or schedules, this Agreement shall, in all instances, control.

17. CONSENT TO JURISDICTION AND WAIVER: The parties hereto irrevocably consent and submit to the exclusive jurisdiction of any local, state, or federal court within the County of Klickitat, State of Washington, for enforcement of this Agreement. This Agreement has been entered into in Goldendale, Washington, and the parties hereto agree that venue upon any suit brought upon the Agreement shall lie in the courts of Klickitat County, Washington. The parties irrevocably waive any objection they may have to venue in the defense of an inconvenient forum to the maintenance of such actions or proceedings to enforce this Agreement.

18. APPLICABLE LAW: THIS AGREEMENT SHALL BE GOVERNED BY AND CONTROLLED AS TO VALIDITY, ENFORCEMENT, INTERPRETATION, CONSTRUCTION, EFFECT, AND, IN ALL OTHER RESPECTS, BY THE INTERNAL LAWS OF THE STATE OF WASHINGTON AND THE LAWS OF THE UNITED STATES OF AMERICA, APPLICABLE TO SUCH TRANSACTIONS WITHIN SUCH STATE.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the date first above written.

CITY OF GOLDENDALE

JUSTIN D. LEIGH

Michael Canon
Mayor

Justin D. Leigh
a Sole Proprietor

ATTEST:

Connie Byers, Clerk/Treasurer