

**GOLDENDALE CITY COUNCIL
REGULAR MEETING
JANUARY 3, 2017
7:00PM**

- A. Call to Order
 - 1. Pledge of Allegiance
- B. Roll Call
- C. Public Hearing
- D. Agenda
 - 1. Approval of Agenda
 - 2. Consent Agenda
 - a. Approval of Minutes
 - b. Claims
 - c. Payroll
 - d. Other
- E. Presentations
 - 1. Ray LaFond- Art Guild
- F. Department Reports
- G. Council Business
 - 1. Extension Agreement for Animal Care
 - 2. Cabaret License for the American Legion
- H. Resolutions
- I. Ordinances
- J. Report of Officers and City Administrator
- K. Public Comment
- L. Executive Session
- M. Adjournment

NEXT REGULAR COUNCIL MEETING WILL BE ON JANUARY 17, 2017 AT 7:00PM.

AGENDA TITLE: CONSENT AGENDA

DATE: JANUARY 3, 2017

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____
RESOLUTION _____ OTHER _____
MOTION _____

EXPLANATION:

The consent agenda includes the following:
Minutes of the December 19, 2016 regular council meeting, first pay period December checks #47712-47823, 900688, 900701 in the amount of \$84,027.69, January 3, 2017 claims checks #47824 – 47850 in the amount of \$36,216.66.

FISCAL IMPACT:

Payroll checks in the amount of \$84,027.69, claims checks in the amount of \$36,216.66.

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 19, 2016
7:00PM**

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

7:00:48 PM

PRESENT:

Mayor Michael A Canon Council
Member Andy Halm Council
Member Gary Hoctor Council
Member Guy Theriault Council
Member Carmen Knopes Council
Member Lucille Bevis
Council Member Shannon Middleton

STAFF:

City Administrator Larry Bellamy
Clerk-Treasurer Connie Byers
Public Works Director Karl Enyeart
Fire Chief Noah Halm
Police Chief Reggie Bartkowski

ABSENT:

Council Member John Sullivan

It was moved by Council Member Guy Theriault, seconded by Council Member Gary Hoctor, to excuse John Sullivan from the meeting.

7:00:30 PM

AYES:

Council Member Andy Halm Council
Member Gary Hoctor Council
Member Guy Theriault Council
Member Carmen Knopes Council
Member Lucille Bevis Council
Member Shannon Middleton

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 6-0.

AGENDAANDCONSENTAGENDA

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

7:01:06 PM

AYES: Council Member Andy Halm Council
Member Gary Hocter Council
Member Guy Theriault Council
Member Carmen Knopes Council
Member Lucille Bevis Council
Member Shannon Middleton

NAYS: None.

MOTION CARRIED UNANIMOUSLY 6-0.

DEPARTMENT REPORTS

Noah Halm, Fire Chief gave an update on the Fire Department. We are at 115 calls this year. We had a lot more medical calls this year.

Karl Enyeart, Public Works Director gave an update on the Public Works Crew. The crew is working hard on the snow removal. We know that it's hard on the public and hard on us when it comes to snow removal. We do appreciate that the public does not push the snow back into the street. The idea of snow removal is to keep the streets clear.

Reggie Bartkowski, Police Chief, gave an update on the Police Department. We now have a certified firearms instructor with the Police Department. Michael Stelljes just graduating from Fire Arms Instructor School and in January we are sending Officer Shelton to Defensive Tactics School. Chief Bartkowski updated the council on a few calls that they have received.

Reggie then updated the council on the Animal Shelter and DOGS of the Gorge. There are two issues that question whether to renew the contract with the DOGS of the Gorge. The first is that the shelter is in need of repair. The other is that Lisa Mabrey, DOGS founder, has a current criminal case involving charges of theft and trespassing. The City of Goldendale would like to rebuild the trust that we have had. I recommend to the council to extend the contract with DOGS of the Gorge for one year. The city would like to partner with other law enforcement agencies, veterinary clinics and DOGS of the Gorge to find a permanent solution to county control services.

Lisa publicly apologized for her behavior and asked to rebuild her trust with the city and county.

Carl Conroy, Mid Columbia Vet Clinic stated that he would like to see long term solution. I would like to get a committee together that would work toward that goal.

It was moved by Council Member Gary Hocter, seconded by Council Member Guy Theriault to extend the contract, if we need to put Doctor Conroy name that is fine, you guys can work that out and to extend the contract past the three days in January, and to form the committee.

Michael Skillerm, Eylanna James, Danielle Olson, Sue Eoff and Loraine Reynolds all spoke about issues with the animal shelter.

7:36:00 PM

AYES: Council Member Andy Halm Council
Member Gary Hoctor Council
Member Guy Theriault Council
Member Carmen Knopes Council
Member Lucille Bevis Council
Member Shannon Middleton

NAYS: None.

MOTION CARRIED UNANIMOUSLY 6-0.

COUNCIL BUSINESS

Municipal Employees Union Contract for 2017

Larry stated that he recommends the approval of the contract.

It was moved by Council Member Gary Hoctor, seconded by Council Member Carmen Knopes, to authorize the Mayor to execute the 2017-2020 collective bargaining agreement with Washington State Council of County and City Employees representing our municipal employees.

7:37:09 PM

AYES: Council Member Andy Halm Council
Member Gary Hoctor Council
Member Guy Theriault Council
Member Carmen Knopes Council
Member Lucille Bevis Council
Member Shannon Middleton

NAYS: None.

MOTION CARRIED UNANIMOUSLY 6-0.

Agreement for the Janitorial Service

Larry explained that this is an extension of the existing agreement or one year with no changes.

It was moved by Council Member Guy Theriault, seconded by Council Member Carmen Knopes, to authorize the Mayor to execute the agreement for janitorial services between the City of Goldendale and Wind River Office Cleaning.

7:38:18 PM

AYES: Council Member Andy Halm
Council Member Gary Hoctor
Council Member Guy Theriault

Council Member Carmen Knopes
Council Member Lucille Bevis
Council Member Shannon Middleton

NAYS: None.
MOTION CARRIED UNANIMOUSLY 6-0.

Vacation Carry Over
Mayor Canon explained the need for the vacation carry over.

It was moved by Council Member Gary Hoctor, seconded by Council Member Carmen Knopes, to approve the request to carry over additional vacation balance hours over and above the 240 hours for Larry Bellamy in the amount of 40 hours.

7:41:54 PM

AYES: Council Member Andy Halm
Council Member Gary Hoctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member Lucille Bevis
Council Member Shannon Middleton

NAYS: None.
MOTION CARRIED UNANIMOUSLY 6-0.

RESOLUTIONS

Personal Manual Changes

Larry explained the need for the changes to the personal manual changes.

It was moved by Council Member Guy Theriault, seconded by Council Member Carmen Knopes, to adopt resolution no. 665 adopting a revised chapter 5 compensation to the personnel policy manual.

7:43:29 PM

AYES: Council Member Andy Halm Council
Member Gary Hoctor Council
Member Guy Theriault Council
Member Carmen Knopes Council
Member Lucille Bevis Council
Member Shannon Middleton

NAYS: None.
MOTION CARRIED UNANIMOUSLY 6-0.

Scrap Iron Surplus

Karl explained the need to surplus the scrap iron.

It was moved by Council Member Gary Hctor, seconded by Council Member Carmen Knopes, to accept resolution no. 666 declaring certain personal property surplus and authorizing its sale.

7:44:25 PM

AYES:

Council Member Andy Halm
Council Member Gary Hctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member Lucille Bevis
Council Member Shannon Middleton

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 6-0.

Surplus Simcoe Property

Larry explained the need for the surplus for the Simcoe Property.

It was moved by Council Member Guy Theriault, seconded by Council Member Carmen Knopes, to accept resolution no. 667 authorizing the Mayor to execute and amendment to donation agreement, declaring the real property surplus and authorizing its deposition.

7:49:18 PM

AYES:

Council Member Andy Halm
Council Member Gary Hctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member Lucille Bevis
Council Member Shannon Middleton

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 6-0.

ORDINANCES

Third Quarter Budget Amendment for 2016

Larry explained the need for the third quarter amendment.

It was moved by Council Member Gary Hctor, seconded by Council Member Carmen Knopes, to adopt Ordinance No. 1467 authorizing changes to the 2016 budget document and to waive the second reading.

7:51:46 PM

AYES:

Council Member Andy Halm Council
Member Gary Hoctor Council
Member Guy Theriault Council
Member Carmen Knopes Council
Member Lucille Bevis Council
Member Shannon Middleton

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 6-0.

2017 Budget

Larry explained that after three months of work, we are ready to adopt the 2017 budget.

It was moved by Council Member Gary Hoctor, seconded by Council Member Carmen Knopes, to adopt Ordinance No. 1468 adopting the budget for the City of Goldendale, Washington for the fiscal year ending December 31, 2017.

7:54:04 PM

AYES:

Council Member Andy Halm Council
Member Gary Hoctor Council
Member Guy Theriault Council
Member Carmen Knopes Council
Member Lucille Bevis Council
Member Shannon Middleton

NAYS:

None.

MOTION CARRIED UNANIMOUSLY 6-0.

REPORT OF OFFICERS AND CITY ADMINISTRATOR

One by one the council wished everyone a Merry Christmas and Happy New Year.

Carmen thanked the Public Works Crew for a great job plowing our streets.

Andy asked that people please talk to City Hall or Council Members before posting false information on Facebook.

Mayor Canon commented on the positive cooperation that happened today.

Larry thanked the council for all the time you put in, especially those who put in time at the committee level.

PUBLIC COMMENT

Terry Luth commented about the people who were here for one part of the meeting and then left. I wish people would stay. I think it was disrespectful for people to leave after being heard.

Ken McKune had questions about the old nursing home.

Lisa Maybre stated, regarding Facebook, have people call me. I wasn't the one that wrote on Facebook. It was probably one of my volunteers. I would gladly take calls to stop the rumor mill.

ADJOURNMENT

It was moved by Council Member Guy Theriault, seconded by Council Member Andy Halm, to adjourn the meeting.

8:08:03 PM

AYES :

Council Member Andy Halm
Council Member Gary Hctor
Council Member Guy Theriault
Council Member Carmen Knopes
Council Member Lucille Bevis
Council Member Shannon Middleton

NAYS :

None.

MOTION CARRIED UNANIMOUSLY 6-0.

Michael A Canon, Mayor

Connie Byers, Clerk-Treasurer



Register

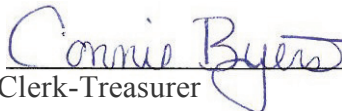
Fiscal 2016
 Deposit Period: 2016- Dec 2016
 Check Period: 2016- Dec 2016- 2nd Council Dec 2016

Number	Name	Print Date	Clearin	Date	Amount
Columbia State Bank	20016310				
Check					
47824	Action Medical	1/3/2017			\$27.95
47825	Anatek Labs Inc	1/3/2017			\$30.00
47826	AT&T Mobility	1/3/2017			\$67.21
47827	Avista Utilities	1/3/2017			\$1,051.50
47828	Bishop Sanitation Inc	1/3/2017			\$187.50
47829	Blumenthal Uniforms & Equipment	1/3/2017			\$367.84
47830	Centurylink AZ.	1/3/2017			\$179.75
47831	Centurylink NC	1/3/2017			\$14.79
47832	Fastenal Company	1/3/2017			\$156.65
47833	Ferguson Enterprises Inc #3001	1/3/2017			\$275.57
47834	Gerald Matosich Attorney at Law	1/3/2017			\$622.50
47835	Goldendale Sentinel	1/3/2017			\$9.00
47836	Goldendale Tire Center	1/3/2017			\$53.75
47837	Gorge Networks	1/3/2017			\$1,111.00
47838	Gwendolyn L Grundei	1/3/2017			\$4,000.00
47839	Lori Lynn Hocter Attorney at Law	1/3/2017			\$455.00
47840	Mid-Columbia Heat/Refrig	1/3/2017			\$238.22
47841	Mulrony Logging LLC	1/3/2017			\$1,451.25
47842	Northern Tool & Equipment	1/3/2017			\$215.97
47843	Optimist Printers	1/3/2017			\$306.38
47844	POW Contracting	1/3/2017			\$14,380.00
47845	Quill Corporation	1/3/2017			\$75.23
47846	Radcomp Technologies	1/3/2017			\$8,406.38
47847	Supplyworks	1/3/2017			\$179.10
47848	USP United States Plastic Corporation	1/3/2017			\$99.52
47849	Vision Municipal Solutions Lie	1/3/2017			\$932.93
47850	Wind River Office Cleaning	1/3/2017			\$1,321.67
	Total		Check		\$36,216.66
			Total	20016310	\$36,216.66
	Grand Total				\$36,216.66

**CITY OF GOLDENDALE
CLAIMS REGISTER**

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as shown on Voucher numbers 47824 through 47850 in the amount of \$36,216.66, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 28th day of December, 2016.


Clerk-Treasurer



Register Activity

Fiscal: 2016
Period: 2016- Dec 2016
Council Date: 2016- Dec 2016- 2nd Council Dec 2016

Reference	Date	Amount	Notes
Reference Number: 47824 8682	Action Medical 12/21/2016	\$27.95 \$27.95	Medical Supplies
Reference Number: 47825 034231	Anatek Labs Inc 12/8/2016	\$30.00 \$30.00	Testing Service
Reference Number: 47826 287258483135X12182016	AT&T Mobility 12/10/2016	\$67.21 \$67.21	Chlorination Station
Reference Number: 47827 Invoice - 12/27/2016 2:45:56 PM	Avista Utilities 12/27/2016	\$1,051.50 \$1,051.50	Utilities/Natural Gas
Reference Number: 47828 54029 54070	Bishop Sanitation Inc 12/21/2016 12/21/2016	\$187.50 \$120.00 \$67.50	Ekone Park Airport
Reference Number: 47829 006536823 006557284 006617282 006634988	Blumenthal Uniforms & Equipment 12/2/2016 12/6/2016 12/14/2016 12/16/2016	\$367.84 \$92.23 \$155.95 \$85.46 \$34.20	Polo, Embroidery Uniform, Embroidery Cap, Embroidery Cap, Embroidery
Reference Number: 47830 Invoice- 12/27/2016 2:50:09 PM	Centurylink AZ 12/27/2016	\$179.75 \$179.75	Fax/DSL
Reference Number: 47831 Invoice- 12/27/2016 2:56:21 PM	Centurylink NC 12/27/2016	\$14.79 \$14.79	Long Distance
Reference Number: 47832 ORTHE64400	Fastenal Company 12/14/2016	\$156.65 \$156.65	Vac Filter, Supplies
Reference Number: 47833 0556523	Ferguson Enterprises Inc #3001 12/9/2016	\$275.57 \$275.57	Coup, Stiffener
Reference Number: 47834 6Z0120087 6Z0332298/6Z0332299	Gerald Matosich Attorney at Law 12/12/2016 12/12/2016	\$622.50 \$255.00 \$367.50	Avielle Stone Elaine Beavert

Reference	Date	Amount	Notes
Reference Number: 47835 145117	Goldendale Sentinel 12/16/2016	\$9.00 \$9.00	2017 Calendar
Reference Number: 47836 296353	Goldendale Tire Center 12/8/2016	\$53.75 \$53.75	Used Tires
Reference Number: 47837 1-1497739	Gorge Networks 12/19/2016	\$1,111.00 \$1,111.00	Land Lines
Reference Number: 47838 Invoice- 12/27/2016 3:30:25 PM	Gwendolyn L Grundei 12/27/2016	\$4,000.00 \$4,000.00	December Service
Reference Number: 47839 5Z1000338 6Z0015460 6Z0015471 6Z0475071	Lori Lynn Hoctor Attorney at Law 12/15/2016 12/15/2016 12/15/2016 12/15/2016	\$455.00 \$65.00 \$65.00 \$65.00 \$260.00	Kaitlin Phillips Heather Lipka Barbara Oswalt Celia Mendoza-Hernandez
Reference Number: 47840 1286	Mid-Columbia Heat/Refrig 12/20/2016	\$238.22 \$238.22	WNTP
Reference Number: 47841 38	Mulrony Logging LLC 12/17/2016	\$1,451.25 \$1,451.25	Wench Loader, Push Rock, Snow Plowing
Reference Number: 47842 36788846	Northern Tool & Equipment 12/12/2016	\$215.97 \$215.97	Supplies
Reference Number: 47843 36276	Optimist Printers 12/27/2016	\$306.38 \$306.38	Envelopes
Reference Number: 47844 1.2	POW Contracting 12/20/2016	\$14,380.00 \$14,380.00	Pipe Materials from Project
Reference Number: 47845 2641849	Quill Corporation 12/13/2016	\$75.23 \$75.23	Wireless Keyboard
Reference Number: 47846 62479 62598 MSP-62496	Radcomp Technologies 12/12/2016 12/22/2016 12/12/2016	\$8,406.38 \$5,688.88 \$1,827.50 \$890.00	Various Departments Switch/PD Gold Package
Reference Number: 47847 386421325	Supplyworks 12/12/2016	\$179.10 \$179.10	Towel

Reference

Reference Number: 47848
4982618

Date

USP United States Plastic Corporation
12/14/2016

Amount Notes

\$99.52
\$99.52 Bushing, PVC Pipe, Nipple....

Reference Number: 47849
3950

Vision Municipal Solutions Lie
12/22/2016

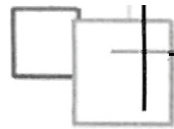
\$932.93
\$932.93 Utility Bill Mailing

Reference Number: 47850
417

Wind River Office Cleaning
12/28/2016

\$1,321.67
\$1,321.67 December Service

Register



Number	Name	Fiscal Description	Cleared	Amount
47712	Bartkowski, Reggie	2016- Dec 2016- 1st Council Dec 2016		\$1,533.04
47713	Berkshire, Stan	2016 - Dec 2016- 1st Council Dec 2016		\$1,374.93
47714	Bowen, Jeremy J	2016- Dec 2016- 1st Council Dec 2016		\$639.88
47715	Byers, Connie L	2016- Dec 2016 - 1st Council Dec 2016		\$1,120.02
47716	Casey, Brian P	2016- Dec 2016- 1st Council Dec 2016		\$190.50
47717	Lucatero, Leo B	2016- Dec 2016- 1st Council Dec 2016		\$1,236.78
47718	O'Connor, Andrew F	2016- Dec 2016- 1st Council Dec 2016		\$1,115.74
47719	Oswalt, Bert F	2016- Dec 2016- 1st Council Dec 2016		\$617.49
47720	Wells, Sandy R	2016 - Dec 2016 - 1st Council Dec 2016		\$312.95
47721	Dept of Retirement	2016 - Dec 2016 - 1st Council Dec 2016		\$381.08
47722	Employment Security	2016- Dec 2016- 1st Council Dec 2016		\$22.74
47782	Bartkowski, Reggie	2016 - Dec 2016- 1st Council Dec 2016		\$2,774.27
47783	Bellamy, Larry D	2016- Dec 2016- 1st Council Dec 2016		\$1,838.12
47784	Berkshire, Stan	2016- Dec 2016 - 1st Council Dec 2016		\$1,952.16
47785	Bevis, Lucille A	2016- Dec 2016- 1st Council Dec 2016		\$46.02
47786	Bostick, Kenneth W B/CE	2016- Dec 2016- 1st Council Dec 2016		\$1,561.23
47787	Bowen, Jeremy J	2016- Dec 2016- 1st Council Dec 2016		\$1,399.58
47788	Byers, Connie L	2016- Dec 2016- 1st Council Dec 2016		\$1,840.60
47789	Canon, Michael A	2016- Dec 2016- 1st Council Dec 2016		\$446.61
47790	Casey, Brian P	2016 - Dec 2016- 1st Council Dec 2016		\$1,545.05
47791	Enderby, Michelle R	2016- Dec 2016 - 1st Council Dec 2016		\$1,092.65
47792	Enyeart, Karl A	2016 - Dec 2016 - 1st Council Dec 2016		\$2,859.33
47793	Fitzgibbons, Thomas R	2016 - Dec 2016- 1st Council Dec 2016		\$247.61
47794	Frantum, Douglas	2016- Dec 2016 -1st Council Dec 2016		\$1,594.07
47795	Gunthrie, Jessica A	2016- Dec 2016- 1st Council Dec 2016		\$423.52
47796	Halm, Andrew J	2016 - Dec 2016- 1st Council Dec 2016		\$46.02
47797	Halm, Noah M	2016- Dec 2016- 1st Council Dec 2016		\$418.66
47798	Hector, Gary Robert	2016- Dec 2016- 1st Council Dec 2016		\$46.02
47799	Hunziker, Jay Allen	2016- Dec 2016- 1st Council Dec 2016		\$1,961.23
47800	Hutchins, Maria P	2016- Dec 2016- 1st Council Dec 2016		\$1,597.58
47801	Knopes, Carmen A	2016 - Dec 2016 - 1st Council Dec 2016		\$46.02
47802	Lucatero, Leo B	2016- Dec 2016- 1st Council Dec 2016		\$2,014.41
47803	Middleton, Shannon	2016- Dec 2016- 1st Council Dec 2016		\$46.02
47804	O'Connor, Andrew F	2016- Dec 2016- 1st Council Dec 2016		\$2,193.92
47805	Oswalt, Bert F	2016- Dec 2016- 1st Council Dec 2016		\$2,190.37
47806	Perez, Benjamin A	2016 - Dec 2016- 1st Council Dec 2016		\$1,228.73
47807	Randall, Steven A	2016- Dec 2016- 1st Council Dec 2016		\$273.93
47808	Seward, Jacob R	2016- Dec 2016- 1st Council Dec 2016		\$1,154.26
47809	Shelton, Kelsey A	2016- Dec 2016- 1st Council Dec 2016		\$1,570.28

Number	Name	Fisc: t Description	Cleared	Amount
47810	Smith, Michael L	2016 - Dec 2016- 1st Council Dec 2016		\$2,044.71
47811	Stelljes, Michael S	2016- Dec 2016- 1st Council Dec 2016		\$1,557.50
47812	Sullivan, Donald L	2016- Dec 2016- 1st Council Dec 2016		\$114.98
47813	Sullivan, John F	2016- Dec 2016- 1st Council Dec 2016		\$46.02
47814	Therault, Guy R	2016- Dec 2016- 1st Council Dec 2016		\$46.02
47815	Thompson, Robert L	2016- Dec 2016- 1st Council Dec 2016		\$1,844.02
47816	Wardrip, Nathaniel I	2016- Dec 2016- 1st Council Dec 2016		\$1,532.15
47817	Wells, Sandy R	2016- Dec 2016- 1st Council Dec 2016		\$1,226.48
47818	American Family Life	2016- Dec 2016- 1st Council Dec 2016		\$297.45
47819	Deferred Comp Program	2016 - Dec 2016- 1st Council Dec 2016		\$105.00
47820	Dept of Labor & Industries	2016- Dec 2016- 1st Council Dec 2016		\$2,206.10
47821	Dept of Retirement	2016- Dec 2016- 1st Council Dec 2016		\$9,118.10
47822	Employment Security	2016- Dec 2016- 1st Council Dec 2016		\$118.19
47823	ICMA Retirement Trust (Plan 302195)	2016- Dec 2016- 1st Council Dec 2016		\$112.50
900688	City of Goldendale	2016- Dec 2016- 1st Council Dec 2016		\$3,962.09
900701	City of Goldendale	2016- Dec 2016- 1st Council Dec 2016		\$16,742.96
				\$84,027.69

AGENDA BILL: G1

AGENDA TITLE: EXTENSION AGREEMENT FOR ANIMAL CARE

DATE: JANUARY 3, 2017

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ X.....__
RESOLUTION _____ OTHER _____
MOTION _____ ---=X ---

EXPLANATION:

Pursuant to council direction at our last meeting please find attached a simple amendment to the existing agreement for animal care. This amendment extends the existing agreement for one year through December 2017. The amendment also adds a party to the agreement, that being Mid-Columbia Veterinary Clinic.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AN EXTENSION AGREEMENT WITH DOGS OF THE GORGE AND MID-COLUMBIA VETERINARY CLINIC TO EXTEND THE ANIMAL CARE CONTRACT THROUGH DECEMBER 31, 2017

AMENDMENT TO AGREEMENT FOR PROFESSIONAL VOLUNTEER SERVICES

THIS AGREEMENT FOR PROFESSIONAL VOLUNTEER SERVICES (Agreement), made and entered into July 1, 2011 by and between the City of Goldendale (Goldendale) and DOGS of the Gorge (DOGS), a true and correct copy of which is attached hereto as Exhibit A,

AMENDMENT

Section 1. The Agreement, Section 1, entitled "Parties" shall be amended to read as follows:

This agreement is entered into by and between the City of Goldendale, a municipal corporation, with its principle office located at 1103 S Columbus Ave Goldendale Washington 98620, hereinafter referred to as "Goldendale", and DOGS of the Gorge hereinafter referred to as "DOGS" a 501 (C) (3) with offices and its principle place of business located at PO Box 931 Goldendale Washington 98620 and Mid-Columbia Veterinary Clinic, a corporation, with offices and principle place of business located at 417 E Broadway, both hereinafter referred to as "Consultant".

Section 2. The Agreement, Section IV, entitled "Term of Agreement" shall be amended to read as follows:

This agreement shall commence on January 1, 2017 and terminate on December 31, 2017

Section 3. Except as expressly set forth herein, all other provisions of the Agreement for Professional Volunteer Services remain unchanged.

IN WITNESS WHEREOF, this Amendment to the Agreement for Professional Volunteer Services is effective as of the 1st day of January, 2017.

CITY OF GOLDENDALE, a Washington municipal corporation

By: _____
Name: Michael A Canon
Title: Mayor

DOGS, a 501 (C) (3) corporation

By: _____
Name: _____
Title: _____

MID-COLUMBIA VETERINARY CLINIC, a corporation

By: _____
Name: _____
Title: _____

Exhibit A

CONTRACT NO. _____

CITY OF GOLDENDALE

AGREEMENT FOR PROFESSIONAL VOLUNTEER SERVICES

I. PARTIES

This Agreement is entered into by and between *City of Goldendale*, a municipal corporation, with its principal office located at 1103 S. Columbus, Goldendale, Washington 98620, hereinafter referred to as "*GOLDENDALE*," and Dogs of the Gorge, hereinafter referred to as "DOGS", a 501 (c) (3) with offices and its principal place of business located at PO Box 105, Wishram, WA 98673, hereinafter referred to as the "*Consultant*."

II. STATEMENT OF WORK

The work to be performed by *Consultant* under this Agreement is set forth in "Appendix A – Statement of Work," attached hereto.

III. COMPENSATION

The maximum amount payable by *GOLDENDALE* to the *Consultant* under this Agreement shall be \$0.00.

IV. TERM OF AGREEMENT

This Agreement shall commence on 11-2-01 and terminate on December 31, 2016.

V. DOCUMENTS INCORPORATED

The following documents are, by this reference, incorporated into and made a part of this Agreement for Consulting Services. Also incorporated by this reference are General Terms and Conditions as described on pages 3-1.

Appendix A - Statement of Work

VI. ADMINISTRATION

GOLDENDALE'S Contracting Officer for this work is Larry Bellamy

VII. BOUND PARTIES

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors, and assigns.

VIII. EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF GOLDENDALE

By =
Mayor

Attest:

sy *Drum;*,
City Clerk

 *en, OKJtt*

Address: 1103 S. Columbus
Goldendale, WA 98620

CONSULTANT

By: 

Title: President

Date: - ' J - 1 /

CONSULTANT Federal ID No.:
313lol

Address:

Dogs of the Gorge, P. O. Box 105,

Wishram WA 98673

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- (a) *GOLDENDALE*
"GOLDENDALE" shall mean the City of Goldendale, a municipal corporation.
- (b) *Consultant*
"Consultant" shall mean the person, firm, partnership, or corporation that has executed this Agreement.
- (c) *Subcontractor*
A person, firm, partnership, or corporation having a contract with *Consultant* or with a Subcontractor to any tier of *Consultant* for the performance of any part of the work.

2. AGREEMENT

This Agreement represents and incorporates the entire understanding of the parties hereto concerning the Statement of Work specified in "Appendix A," and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party to the other except as expressly set forth and hereinabove written.

3. INDEPENDENT CONTRACTOR

In performing services under this Agreement, *Consultant* shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of *GOLDENDALE*. For this reason, all of the *Consultant's* activities will be at its own risk.

4. PROFESSIONAL CONDUCT

Consultant agrees to perform its consulting services with that standard of care, skill, and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that hereunder. *Consultant* is hereby given notice that *GOLDENDALE* will be relying on the accuracy, competence, and completeness of *Consultant's* services hereunder in utilizing the results of such services.

5. INDEMNIFICATION

Consultant shall protect, hold free and harmless, defend, and pay on behalf of *GOLDENDALE* (including its managers, directors, employees, and agents) all liability, penalties, costs, losses, damage, expense, causes of action, claims, or judgments

(including attorneys' fees) resulting from injury or death, sustained by any person (including *Consultant's* employees) or damage to property of any kind which injury, death, or damage arises out of or is in any way connected with *Consultant's* performance of this Agreement. *Consultant's* hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of *Consultant* (its agents or employees); except, that this Agreement shall not be applicable to injury, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of *GOLDENDALE*, its managers, directors, employees, and agents.

In any and all claims against *GOLDENDALE* by any employee of *Consultant*, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the *Consultant* under worker's compensation acts, disability benefit acts, or other employee benefit acts, AND *CONSULTANT* SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS. *CONSULTANT* ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

6. INSURANCE

The *Consultant* shall have, and maintain throughout the Contract period, insurance and benefits in the following minimum requirements:

- (a) Workers' compensation insurance, Social Security, Federal Income Tax deductions, and any other taxes or payroll deductions required by law for, or on behalf of, its employees.
- (b) Employer's liability, professional liability, commercial general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance, with each policy having maximum limits of not less than \$1,000,000.
- (c) Contractor shall provide an endorsement on the Commercial General Liability and Property Damage policy naming *GOLDENDALE* as additional insured and add a separation-of-insured clause or a cross-liability endorsement.

GOLDENDALE shall have the right at any time to require commercial general liability, automobile liability, and property damage insurance greater than those required in subsection (b) of this section.

Consultant shall deliver to *GOLDENDALE*, no later than ten (10) days after award of the Agreement, but in any event prior to execution of the Agreement by *GOLDENDALE* and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such *coverage* and limits of insurance are in full force and effect. Said Certificates shall provide that not less than thirty (30) days' advance notice will be given in writing to *GOLDENDALE* prior to cancellation, termination, or alteration of said policies of insurance.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES

In case of conflict or discrepancies, errors, or omissions among various parts of the Agreement, the matter shall be submitted immediately by *Consultant* to *GOLDENDALE* for clarification. Any work affected by such conflicts, discrepancies, errors or omissions which is performed by *Consultant* prior to clarification by *GOLDENDALE* shall be at *Consultant's* risk.

8. NONDISCLOSURE

Consultant agrees that it will not divulge to third parties, without the written consent of *GOLDENDALE*, any information which relates to *GOLDENDALE* obtained from or through *GOLDENDALE* in connection with the performance of this Agreement unless: (i) the information is known to *Consultant* prior to obtaining the same from *GOLDENDALE*; (ii) the information is, at the time of disclosure by *Consultant*, then in the public domain; or (iii) the information is obtained by *Consultant* from a third party who did not receive the same, directly or indirectly, from *GOLDENDALE* and who has no obligation of nondisclosure with respect thereto. *Consultant* further agrees that he will comply with all applicable federal and state laws regarding the nondisclosure of information and records regarding persons served by *GOLDENDALE*.

If so requested by *GOLDENDALE*, *Consultant* further agrees to require its employees to execute a Nondisclosure Agreement prior to performing any services under this Agreement.

9. SUBCONTRACTS

Any contract entered into by *Consultant* with any subcontractor or any person or organization for the performance of this Agreement or any portion thereof without prior written consent of *GOLDENDALE* shall be void. Consent will not be given to any proposed contract, as mentioned above, which would relieve *Consultant* or its insurer of its responsibilities under this Agreement.

10. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Consultant shall promptly give all notices and comply strictly with all laws, codes, ordinances, rules, orders, and regulations applicable to the work. *Consultant* shall hold *GOLDENDALE* harmless as a result of any infractions thereof by it or any of its Subcontractors.

11. TERMINATION

(a) *GOLDENDALE* may, by written notice to the *Consultant*, terminate this Agreement in whole or in part any time, either for *GOLDENDALE'S* convenience or for the default of *Consultant*. Upon such termination, all reports, summaries, and such other information and materials as may have been accumulated by the *Consultant* in the exclusive performance of this Agreement shall, in the manner and to the extent determined by *GOLDENDALE*, become the property of and be delivered to *GOLDENDALE*.

(b) If the termination is for the convenience of *GOLDENDALE*, an equitable adjustment in the Agreement price shall be made by Agreement between *Consultant* and *GOLDENDALE* in the compensation to be paid *Consultant* under this Agreement, but no amount shall be allowed for anticipated profit or unperformed services.

(c) If, after notice of termination for failure to fulfill obligations this Agreement, it is determined that the *Consultant* had not so failed, the termination shall be deemed to have been effected for the convenience of *GOLDENDALE*. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) above.

(d) The rights and remedies of *GOLDENDALE* provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

12. CHANGES

GOLDENDALE may at any time, by written order, make changes in the services to be performed within the Statement of Work of this Agreement. If such changes cause an increase or decrease in the cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the *Consultant* of the notification of change.

No services for which an additional cost or fee will be charged by the *Consultant* shall be furnished without the prior written authorization of *GOLDENDALE*.

13. PROGRESS REVIEW

The services performed under this Agreement shall be subject to review by *GOLDENDALE*. This periodic review shall not relieve the *Consultant* of responsibility for proper performance of the services.

14. AUDITS

The *Consultant* shall, during the life of this contract and for a period of three (3) years following final settlement and close out of this Agreement, retain sufficient evidence, which shall be freely disclosed to *GOLDENDALE*, its agents and representatives to permit verification of proper performance and entitlement to payments for work under this Agreement.

15. REPORTS AND RECORDS

The *Consultant* shall provide reports submitted in the manner directed by *GOLDENDALE*. The *Consultant* shall maintain on file and have available to *GOLDENDALE* its calculations in legible form for a period of three (3) years following termination of this Agreement. Reports, and any other documents prepared by the *Consultant* in connection with any or all of the services furnished hereunder shall be the property of *GOLDENDALE*.

16. INVOICES

Consultant shall invoice in triplicate referencing this Agreement number and the Work Release Order Number, if any. Invoices are to be mailed directly to:

GOLDENDALE
Attn.: Contracting Officer
1103 South Columbus
Goldendale, WA 98620

17. NOTICES

All notices pursuant to this Agreement shall be in writing; may be delivered by messenger, by telecopier with telephone confirmation, or by certified mail, return receipt requested; and shall be effective upon receipt thereof. All notices shall be directed to the party intended as the recipient thereof at the address of such party set forth herein, or at such other address or to the attention of such other person as such party shall have designated for such purpose in a written notice.

- END -

STATEMENT OF WORK

APPENDIX A

2011-2016 Agreement for Animal Control Services

This agreement, made and entered into by and between the City of Goldendale, a municipal corporation (hereinafter referred to as "City") and Dogs of the Gorge, a 501 (c) (3) non-profit corporation (hereinafter referred to as "DOGS").

PURPOSE:

DOGS offers to provide professional support services to the City's animal control services in a responsible manner, which will result in increased services to the citizens of the City and Klickitat County, cost effectiveness to the city and professional volunteer services in the area of care for the animals, population control and adoption services. The City wishes to formalize the agreement between DOGS and the City detailing the roles and responsibilities of each entity that will provide the most cost effective animal control program.

RESPONSIBILITIES OF DOGS:

1. DOGS shall provide animal feeding services twice a day. If the organization will not be able to provide the feeding services, it shall coordinate with the City's Animal Control Officer to accomplish the feeding services.
2. DOGS shall also provide any necessary humane services on the days that they provide the feeding services, such as, but not limited to:
 - a. inspection of the animals for any needed veterinarian care,
 - b. inspecting the adequacy of the building temperature for the animals,
 - c. allowing the dogs to go outside in the fenced area around the animal control shelter, in doing so, taking care that the animals are properly separated so as to minimize the potential for fighting and injury.
 - d. insuring that the animals are not left outside, but re-kenneled every night after their second feeding.
3. DOGS shall coordinate the acceptance of food donations.
4. Upon the 5th day after impoundment, DOGS shall make every attempt to adopt out the animal to a qualified applicant within 30 days after the initial 5-day

impoundment. The application process shall be organized and overseen by DOGS. All animal adopted shall be spayed or neutered. Any money received from the adoption process will be kept by DOGS.

5. If space is available, a dog could stay at the shelter facility for a maximum of 60 days, unless there is a showing of special circumstances requesting a longer stay at the shelter.
6. DOGS shall coordinate the volunteer participants.

RESPONSIBILITIES OF THE CITY:

- I. Provide and maintain a facility for shelter of the animals that have been impounded and are awaiting disposition, adoption or euthanasia. The facility shall be solely used for the keeping, care of the impounded animals.
2. Provide animal control services including patrol, impounding stray dogs which are in violation of ordinances, investigation of citizen's complaints regarding applicable violations, investigation of cruelty or neglect of animals. The City may also cite persons for violations relating to animals.
3. Provide licensing services including the distribution of license tags. Microchips shall be the obligation of the licensee.
4. The City shall retain all monies received from licensing, fines and impoundment fees.
5. The City shall continue to receive phone or personal contact messages regarding the need for animal control services.
6. The entire animal control services program will be administered by the Public Safety Director.
7. Any necessary administrative or procedural changes, which may occur from time to time during the period of the contract, shall be administered by the Public Safety Director.
8. The City shall have the sole responsibility to release the animal back to its rightful owner, transfer ownership to DOGS or to be euthanized.
9. After the initial 5-day impoundment, the City will transfer ownership of dog to DOGS for adoption. If the dog has not been transferred out of the City's animal

shelter facility within 60 days from the date of initial impoundment, the dog shall be returned back to the City for disposition.

10. If there is a court proceeding that requires the City to keep the dog as evidence, the responsibility for disposition will be the City's.
11. Should there be any additional stipulations included in future planning actions, those stipulations shall be made a part of this agreement.

AGENDA BILL: G2

AGENDA TITLE: CABARET LICENSE FOR THE AMERICAN
LEGIION

DATE: JANUARY 3, 2017

ACTION REQUIRED:

ORDINANCE _____ COUNCIL INFORMATION _____ :X'---
RESOLUTION _____ OTHER. _____
MOTION. _____ X:.... _____

EXPLANATION:

Attached is an application, including a floor plan, from the American Legion for an annual Cabaret License for 2017.

FISCAL IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

MOTION:

I MOVE TO APPROVE AN ANNUAL CABARET LICENSE FOR 2017 FOR THE AMERICAN LEGION.

CABARET APPLICATION

CITY OF GOLDENDALE

1103 S Columbus Goldendale WA 98620

(509) 773-3771 Scan: senderby@ci.goldendale.wa.us

BUSINESS INFORMATION

L.O.-L. American Legion 777-11 L&S
 Business Name Owner Name Phone Number

108 N Grant St same
 Business Location Dance Area Size

Period Requested: Quarterly \$50.00 **Annually** \$200.00
 (Fee must be paid upon submission of application)

20200376 tlo- 00J.)cx J-'
 UBI Number/WA St Tax ID Number City Business License Number

Along with your completed Cabaret Application, an up to date diagram, sketch, or plan of premises to show seating, dance (dance area minimum size of 120 square feet), restrooms, exits, etc... shall be submitted. L\ O A- h u e... t/r. f: \

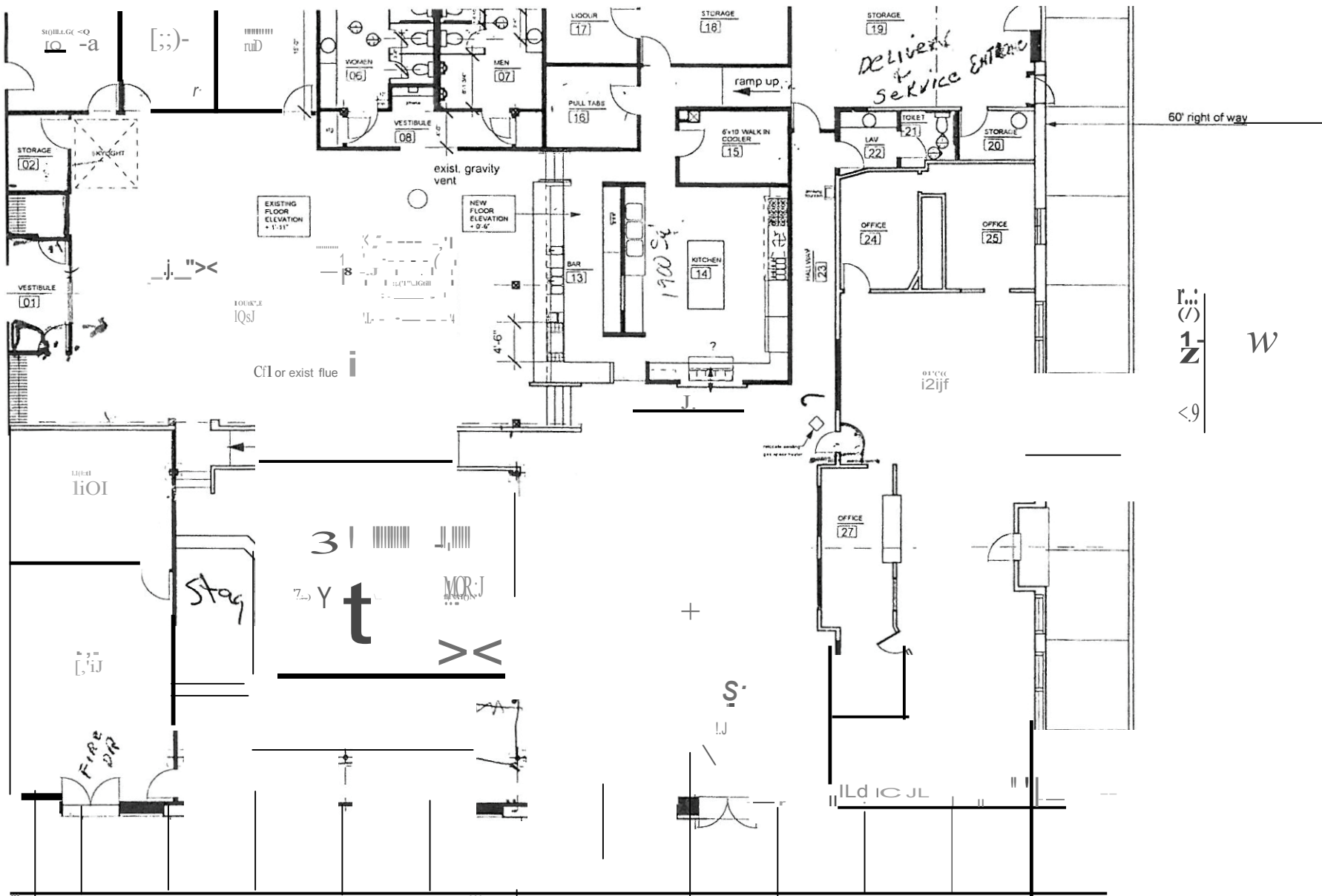
The undersigned states these to be true facts and agrees to comply with all laws and ordinances of the City of Goldendale applicable to the subject matter thereof.

Sandy Denny
 Applicant Signature

18-JLI-tl_p,
 Date

May require 7-10 days for
Municipal Code Review

OFFICE USE ONLY MUNICIPAL CODE REVIEW			
Approved by the following:			
Clerk/Treasurer	Date	City Administrator	Date
Mayor	Date	City Council Approval on what date	



BR9ADWAY ST. #

FLOOR PLAN

SCALE 1/16" = 1'-0"

NOPTH



60' right of way

1/2" = 1'-0"

W

REGISTERED ARCHITECT
EDWARD T. CULPEPPER
STATE OF WASHINGTON

P. Hill

W. ANI, S. ON O W O I. W. 1-
NOTIC