

Agenda

CITY OF GOLD BAR COUNCIL MEETING

Tuesday, December 17, 2024

7:00 PM
CITY HALL

CALL TO ORDER, FLAG SALUTE, ROLL CALL

AGENDA APPROVAL

MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS

CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)

CONTINUED BUSINESS

1. INFORMATION TECHNOLOGY AGREEMENT – DISCUSSION AND ACTION

NEW BUSINESS

1. MAY CREEK ROAD TRAFFIC - DISCUSSION

2. RESOLUTION #24-09 DEBIT AND CREDIT CARD AUTHORIZATION – DISCUSSION AND ACTION

FINAL COUNCIL COMMENTS

MINUTES APPROVAL

December 3, 2024

VOUCHER APPROVAL

CHECKS

38078 - 38097

CLAIMS

\$50,481.13

PAYROLL & TAXES

\$1,200.00

TOTAL

\$51,681.13

ADJOURNMENT

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

Information Technology Services Agreement

This Agreement is made as between Gold Bar Geek (hereinafter ‘Consultant’) and the City of Gold Bar (hereinafter ‘City’).

A. This Agreement shall commence on January 1st, 2025 and shall continue until January 1st, 2027 unless amended or terminated by either party by written notice thirty (30) days prior to termination.

1. This Agreement, the Scope of Work, and the fees, shall be reviewed on an annual basis in November. Proposed changes must be approved by the City Council.

B. This Agreement shall contain an attached Scope of Work and Fee Schedule, signed by the Consultant and the City. No other Agreements, representations, warranties, or other matters, oral or written, purportedly agreed to or represented by or on behalf of the Consultant or City, or by any of its employees or agents, shall be deemed to bind the parties hereto with respect to the subject matter of this Agreement.

C. In the event of a conflict in the provisions set forth in this Agreement, the provisions in this Agreement shall prevail.

D. The enforcement of this Agreement shall be governed by the City of Gold Bar, the Washington State Auditor, and the laws of Snohomish County and the State of Washington.

E. If the scope of any of the provisions of the Agreement is too broad to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law. The Consultant and the City consent and agree that such scope may be judicially modified accordingly and that the whole of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

F. In the event of disputes, arbitration shall only be utilized when all other attempts at reaching a consensus has failed. In the event of arbitration, the final decision shall be enforceable through the courts of the State of Washington. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be binding and enforceable as if this section were not a part hereof.

G. Notices shall be sent to the City by email or by U.S. mail at:

City of Gold Bar
Attn: Denise Beaston
107 5th Street
Gold Bar, WA 98251
Clerk.treasurer@cityofgoldbar.us

H. Notices shall be sent to the Consultant by email or at:

Gold Bar Geek
211 Nugget Road
Gold Bar, WA 98251
Steve@goldbargEEK.com

I. The Consultant will provide services as detailed in the Scope of Work attached to this Agreement. The Consultant and City agree that the Scope of Work is a fluid document and such services may be adjusted and amended as required and as mutually agreed upon.

J. In consideration for services provided pursuant to this Agreement, the City shall compensate the Consultant at the following rates:

1. There shall be no hourly minimum required.
2. Normal support and maintenance: \$75.00 per hour.
3. Scheduled after hours support and maintenance: \$75.00 per hour.
4. Emergency after hours support: \$75.00 per hour.
5. Special projects exceeding four (4) hours may be negotiated per project for special pricing in advance of the project.

K. The City will contact the Consultant for support and maintenance through phone calls, emails, standard mail, or in person. Text messages will not be allowed.

L. The Consultant will contact the City through phone calls, emails, standard mail, or in person. Text messages will not be allowed.

M. The Consultant shall retain all records relating to the City as directed by the City and the Washington State Secretary of State's record retention regulations. The City will inform the Consultant which records must be retained and the length of retention. Such records shall be the property of the City and the Consultant will cooperate in making them available as necessary to the City including in the event of a public records request.

N. If, in the course of support and maintenance, it is determined by the Consultant that supplies are needed, the Consultant will obtain approval of expenditures from the City Treasurer prior to

expending those costs. The City will reimburse the Consultant for all approved expenditures related to support and maintenance.

O. The Consultant and the City shall hold in trust for each other and shall not disclose to any non-party to the Agreement any confidential information. Confidential information is information which relates to research, development, trade secrets, business affairs and confidential City information. This does not include information required by law to be public, or information which is generally known or easily ascertainable by ordinary skill in computer design, programming, networking, information technology, or specific business interests of either the Consultant or the City. In the event of a public records request covering confidential information, Consultant shall cooperate with the City and make any confidential information in Consultant's custody or control available to the City for review and production as determined necessary by the City in its discretion.

Unless otherwise required by law, confidential information shall be disseminated, discussed, and retained only by the Consultant, the Mayor, and the Office Manager.

P. The Consultant is, and remains, an independent contractor and is not employed by the City. The Consultant is hereby contracting for services and reserves the right to determine the method, manner, and means by which the services will be lawfully performed, within the parameters delineated in this Agreement.

Q. The Consultant is not required to perform services during a fixed or hourly time, but upon the urgency of the need of the City and the Consultant's availability. Emergency situations shall be a priority. It is acknowledged by the City that the Consultant has other clients.

R. The City shall not provide any insurance coverage of any kind for the Consultant and will not withhold any amount that would normally be withheld from an employee's pay.

1. While performing work for the City, the City's insurance shall cover material item typically covered under the City's insurance.

S. The Consultant shall warrant, defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees and expenses, arising out of or in connection with the performance of this Agreement or services rendered hereunder, except for injuries and damage caused by the sole negligence of the City.

T. The Consultant warrants to the City that the material, analysis, data, programs, and services to be delivered or rendered under this agreement will be of the kind and quality designated and will be performed by qualified personnel.

U. The Consultant offers no guarantees or warranties, express or implied, as to system availability and functionality during any phase of its support services, and makes no guarantees or warranties, expressed or implied, regarding the ability to resolve computer-related problems, to recover data, or to avoid losing data.

V. All invoices shall be presented to the City within thirty (30) days of completion of work.

1. All invoices shall be paid by the City within thirty (30) days of receipt of invoice.

W. If the Consultant is requested by the City to be deposed, submit a declaration, otherwise testify or meet with City attorneys relating to City business the City will cover all associated costs and reimburse the Consultant at the Consultant's hourly rate. This coverage for legal issues relating to City business shall continue after the termination of this Agreement, if the legal issues requiring such costs occurred during the term of the Agreement.

X. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51, RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Y. When this contract is terminated, the Consultant agrees to continue for a thirty (30) day transition period for the purpose of transferring information and training. The City will pay the Consultant's current rate of pay during the transition period. This transition period is considered an extension of the contract and does not require approval by the City Council. If, after the thirty (30) day transition period, an emergency occurs where the current IT Consultant may need the assistance of this Consultant, it shall be at the discretion of this Consultant whether to provide assistance or not.

Steve Yarbrough, Gold Bar Geek,
Consultant

Printed Name

Date: _____

Chuck Lie
Mayor Pro-tem, City of Gold Bar

Printed Name

Date: _____

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 24-09**

**A RESOLUTION OF THE CITY OF GOLD BAR, WASHINGTON CLOSING THE COASTAL
COMMUNITY BANK DEBIT CARD ACCOUNT AND REGULATING CREDIT CARD USAGE**

WHEREAS, the City of Gold Bar has held a debit card account through Coastal Community Bank since 2015; and

WHEREAS, State auditors recommend switching to a credit card account; and

WHEREAS, the City has accepted auditor recommendations and opened a credit card account; and

WHEREAS, closure of the debit card account must include repealing a resolution; and

WHEREAS, use of a City credit card must be approved through a resolution process;

NOW THEREFORE BE IT RESOLVED by the governing body of the City of Gold Bar that the debit card account held through Coastal Community Bank shall be closed.

Section I	Repeal of Resolution #15-04
Section II	Authorization of Credit Card
Section III	Closure of Account
Section IV	Severability
Section V	Effective Date

Section I, Repeal of Resolution #15-04

Resolution #15-04 relating to the utilization of a debit card for city purchases shall be repealed in its entirety.

Section II, Authorization of Credit Card

- A. The City of Gold Bar shall utilize a credit card with a minimum balance not to exceed \$10,000.
- B. Use of the credit card shall be regulated under Gold Bar Municipal Code 3.08, Purchasing.
- C. The City Treasurer shall review all expenditures and reconcile the credit card statements on a monthly basis.
- D. The Mayor, finance committee, and/or Office Manager shall audit the Treasurer's reconciliations on a monthly basis.

Section III, Closure of Account

The debit card account with Coastal Community Bank shall be closed in a timeframe allowed by the requirements of Coastal Community Bank and in a timeframe that allows any outstanding charges to clear the account. Funds within the account, which do not exceed five thousand dollars (\$5,000) shall be returned to City operating and enterprise funds at the allocation percentage rate in place at the time of closure.

Section IV, Severability

This resolution is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section VI, Effective Date

This Resolution shall take effect from, and after, its passage and approval, as provided by law.

Resolved this _____ day of _____, 2024.

APPROVED:

ATTEST/AUTHENTICATED:

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, December 3, 2024

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Lie, Martin, and Russell. Staff members present in person were Public Works Director Norris and Clerk Stowe. Councilmembers Phillips and Sears attended via Zoom, as did Office Manager Beaston.

AGENDA APPROVAL

Councilmember Russell moved to adopt the agenda as presented and with a second by Councilmember Sears, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough spoke briefly about a Snohomish County transportation action plan meeting he attended and what their future steps are.

STAFF REPORT

Director Norris talked about a water leak and repair plans, the increase in construction costs for Orchard Avenue, the need to raise rates in 2026, and a recent public hearing on a variance. There was brief discussion on leak detection, replacing old pipes, and construction costs.

Clerk Stowe reminded the council to deposit any outstanding checks before the end of the year.

COUNCIL COMMENTS

Councilmember Lie said that as well as accolades to staff for the work they do, the council also deserved accolades for the work they have done supporting staff needs and not creating issues for staff.

Councilmember Martin commented on the recent windstorm and an upcoming recreation coalition meeting.

Councilmember Russell talked about hiking in areas with logging trucks.

CITIZEN COMMENTS

Emily Eilson talked about speeding issues on May Creek Road near a school bus stop. Councilmember Lie moved to place this on an upcoming agenda and with a second by Councilmember Russell the motion carried.

CONTINUED BUSINESS

Ordinance #780 Accessory Dwelling Units. Councilmember Sears moved to accept Ordinance #782 for a second reading and adoption as presented and with a second by Councilmember Phillips, the motion carried.

Ordinance #777, Comprehensive Plan. After brief discussion, Councilmember Sears moved to accept Ordinance #777 for a second reading and adoption as presented and with a second by Councilmember Russell the motion carried.

NEW BUSINESS

Finance Committee Application. Clerk Stowe introduced resident Kirsten Weinmeister, who has volunteered for the open finance committee position. Councilmember Sears said he was excited to have someone with experience step up. He then moved to appoint Ms. Weinmeister to the finance committee and with a second by Councilmember Phillips, the motion carried.

Information Technology Agreement. A Request for Qualifications was published and there was one response from Gold Bar Geek. Clerk Stowe asked Mayor Pro-Tem Lie to take over the meeting at this point of the agenda, which he did. There was brief discussion around the dates of the agreement. Councilmember Lie moved to table the agreement until there was time to review the term and with a second by Councilmembers Lee, Sears, and Phillips, the motion carried. Clerk Stowe then asked Mayor Yarbrough to take over the remainder of the agenda.

Drop Box Agreement. There are no changes between this agreement and the previous one with the exception of updating the dates. Councilmember Martin moved to authorize Mayor Yarbrough to enter into the agreement with Snohomish County for the drop box and with a second by Councilmember Sears, the motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie said other entities had problems with people wanting drop boxes moved and he was glad the city was willing to make voting for residents easier.

Councilmember Russell reminded people to prepare for the cold weather.

MINUTES APPROVAL

Councilmember Sears moved to approve the November 19th, 2024, minutes as presented and with a second by Councilmember Russell, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38043 through 38077 with \$14,887.00 for claims and \$53,610.66 for payroll and taxes, for a grand total of \$68,497.66 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmembers Russell moved to adjourn the meeting and with a second by Councilmember Phillips the motion carried and the meeting was adjourned at 7:34 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 08:28:15 Date: 12/12/2024

12/04/2024 To: 12/17/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2277	12/10/2024	Payroll	7	38078	Richard L Baker	200.00	
2278	12/10/2024	Payroll	7	38079	Denise J Beaston	800.00	
2279	12/10/2024	Payroll	7	38080	Timothy M Shiers	200.00	
2283	12/17/2024	Claims	7	38081	AM Test, Inc.	145.00	
2284	12/17/2024	Claims	7	38082	Barmon Lumber	158.52	
2285	12/17/2024	Claims	7	38083	City Of Gold Bar	559.14	
2286	12/17/2024	Claims	7	38084	Comcast Business	333.05	
2287	12/17/2024	Claims	7	E38085	Dept Of Revenue-Excise Tax	2,157.05	
2288	12/17/2024	Claims	7	38086	ICONIX Waterworks	694.44	
2289	12/17/2024	Claims	7	38087	Lowe's Business Account	907.86	
2290	12/17/2024	Claims	7	38088	O'Reilly Automotive, INC	227.54	
2291	12/17/2024	Claims	7	38089	Pacific Power Batteries	167.87	
2292	12/17/2024	Claims	7	38090	Pacifica Law Group	27.00	
2293	12/17/2024	Claims	7	38091	Sno County District Court	1,008.70	
2294	12/17/2024	Claims	7	38092	Sno County PUD	1,468.87	
2295	12/17/2024	Claims	7	38093	Sno County Sheriff	41,022.83	November 2024
2296	12/17/2024	Claims	7	38094	Utilities Underground	21.12	
2297	12/17/2024	Claims	7	38095	WA State Treasurer	760.03	
2298	12/17/2024	Claims	7	38096	Waste Management	633.50	
2299	12/17/2024	Claims	7	38097	Amazon Capital Services	188.61	

001 General Government	44,331.47
101 City Street	1,562.11
103 Park Impact Fee Fund	748.11
401 Water Operating	3,637.91
415 Stormwater Fund	641.50
633 Agency Fund	760.03

	Claims:	50,481.13
	Payroll:	1,200.00