

Town of Farmington

Regular Town Council Meeting

February 16th, 2015

Farmington Community Center

6:00 PM – 7:35 PM

Roll Call:

Mayor James Woomack, Council Members Joel Abbott, David Baker, Noreen Ewing, and Billie Wolff. Council Member Diana Lowley was absent due to illness.

Visitors:

Katherine Barnes Pawson, George Martzall, Josh Martzall, Rose Anderson, Mark Hellinger, Kristie Kirkpatrick and Catilina Florez.

Open Regular Council Meeting:

Farmington's Regular Town Council Meeting was called to order at 6:00 PM.

Approval of the January 19th, 2015 Regular Town Council Meeting Minutes:

Billiw Wolff **moved** for approval of the January 19th, 2015 Regular Council Meeting minutes. Dave Baker **seconded the motion, the motion passed.**

Unfinished Business:

- **J-U-B Engineers – Layne Merritt: Water System Grant Application Progress:**
Layne Merritt did not attend tonight's meeting but reported via e-mail that he has not heard anything in regard to the water grant and therefore has nothing new to report to the council.
- **Farmington Library Improvements - Kristie Kirkpatrick, Whitman County Public Library.**
Kristie addressed the contract between the Town of Farmington and the Whitman County Library reads as follows:

CONTRACT FOR LIBRARY SERVICES

This Agreement made and entered into this ____ day of _____, 2012, by and between the Whitman County rural Library District, hereinafter referred to as DISTRICT, and the city of Farmington, hereinafter referred to as CITY.

For and in consideration of the mutual agreement set forth in this contract and other good, adequate, and sufficient consideration the parties hereby agree as follows:

A. Duties of the DISTRICT: The DISTRICT agrees to operate a library in the City of Farmington, State of Washington at to pay the salary of the librarian and substitute librarian. It is agreed between the parties that the DISTRICT will have the sole and exclusive right to hire and discharge the librarian and substitute librarian and set their salaries.

B. Duties of THE CITY: The CITY shall provide suitable space adequate for the operation of a library and shall pay at The CITY'S own expense the cost of providing heating, lighting, water usage, garbage service, janitor service and janitorial supplies. The CITY also agrees to maintain the grounds, and the premises and keep the same in good repair at CITY'S own expense.

C. Indemnity: Each party shall indemnify and hold the other harmless from any claims, suits, awards, judgments, or assessments caused by the party's negligent or willful act or omission, including any acts of the party's employees, volunteers, officers, or agents. In no event shall the CITY be responsible for any claims made by employees of the District against the District arising out of any employer/employee relationship between the District and the employee.

D. Insurance: The CITY will provide \$500,000 comprehensive general liability insurance, including property damage, and bodily injury liability, and naming the DISTRICT as an additional insured on said policy.

E. Taxes: The CITY agrees to pay all taxes whatsoever levied by any City, County, State, Federal or any political subdivision as a result of a library being operated in the CITY.

F. Termination: This agreement may be terminated at the end of the third fiscal year, following annexation of the CITY to the Whitman County Rural Library District, by either party.

In the event that notice is not given as to termination or the notice of termination is given less than 60 days before the end of the third fiscal year, this contract shall be automatically renewed on the same terms and conditions and will be binding upon both parties for an additional year.

Upon termination of this agreement each party shall be entitled to the return of the items of personal property contributed by said party.

G. Attorney's fee: In the event that suit is instituted to enforce any of the terms and conditions of this agreement, the Court at the termination of the lawsuit shall designate one of the parties as the prevailing party and award thereto in addition to all other damages, an award as and for a reasonable attorney's fee and a sum as and for Court costs.

H. Successors in interest: This agreement shall be binding upon and inure to the benefit of the successors in interest of the parties hereto.

Kristie offered her services to assist anyone from the community who may want to pursue grant funding possibilities in order to upgrade Farmington's existing library space. Kristie made it clear that any upgrades would have to be funded by the town and not the library district per the existing contract which was established in 1940.

Approval of Claims & Payroll:

Dave Baker **moved** for approval of the January 20th, 2015 through February 16th, 2015 claims & payroll totaling **\$6,743.01**.

Joel Abbott **seconded the motion, the motion passed.**

CHECK REGISTER

Town Of Farmington		MCAG #: 0806		01/20/2015 To: 02/16/2015		Time: 14:02:16	Date: 02/13/2015	Page: 1
Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo	
69	01/31/2015	Payroll	1	EFT	DIVISION OF CHILD SUPPORT DSHS	100.00	01/01/2015 To 01/31/2015 - DSHS - Child Support	
64	01/31/2015	Payroll	1	1593	George Martzall	557.99		
65	01/31/2015	Payroll	1	1594	Todd Lobdell	431.09		
66	01/31/2015	Payroll	1	1595	Barbara Dial-Flomer	840.42		
92	02/15/2015	Payroll	1	1596	Barbara Dial-Flomer	840.42		
95	02/16/2015	Claims	1	5637	Anatek Labs, Inc.	390.00	2015 January - Water Testing & Sewer Testing	
96	02/16/2015	Claims	1	5638	Avista Utilities	1,955.87	2015 January - Avista Charges	
97	02/16/2015	Claims	1	5639	Bank Of Fairfield	753.74	2015 January - VISA Charges	
98	02/16/2015	Claims	1	5640	Bishop Law Office	200.00	2015 January - Legal Retainer Fee	
99	02/16/2015	Claims	1	5641	Empire Disposal	40.07	2015 January - Garbage Collection	
100	02/16/2015	Claims	1	5642	Frontier Communications NW, Inc.	120.47	2015 January - Phone - Fax - Internet	
101	02/16/2015	Claims	1	5643	Tekoa Hardware & Supply	15.08	2015 January - Charges	
102	02/16/2015	Claims	1	5644	Town Of Farmington	72.62	2015 February - Account 546 Fire Department - Water & Sewer	
103	02/16/2015	Claims	1	5645	Town Of Farmington	72.62	2015 February - Account 85 Community Center - Water & Sewer	
104	02/16/2015	Claims	1	5646	Town Of Farmington	72.62	2015 February - Account 465 Park/EMS - Water & Sewer	
105	02/16/2015	Claims	1	5647	Whitman County Auditor	280.00	2014 Voter Registration Fee (RCW 29A.08.150)	
						2,937.95		
001 Current Expense						2,937.95		
101 City Street						1,016.24		
401 Water Fund						1,470.88		
409 Sewer Fund						1,317.94		
						<u>6,743.01</u>	Claims:	3,973.09
							Payroll:	2,769.92

Approval of Treasurer's Report:

Joel Abbott **moved** for approval of the January Treasurers Report showing Farmington with a **\$167,000.33** cash balance. **\$77,543.97** in checking and **\$89,456.36** in the MMDA account. Noreen Ewing **seconded the motion, the motion passed.**

Building Permit Extensions: Robert Hill – Farmington Building Inspector:

Bob Hill was unable to attend this evening’s meeting due to a personal matter, however in an e-mail to the council on the issue of Julie Bussing’s expired building permit, (issued on December 11, 2009 - for the amount of \$325.75) which as of this date, has not been renewed or extended, Bob wrote "It is my feeling that the **Council** needs to address this permit (Julie Bussing's house remodel permit - purchased in December of 2009) by an extension or new permit and agreeing on the cost of same which would allow the work to be completed in good faith and there would be a paper copy of the agreement."

Councilman Dave Baker made a **motioned** that Farmington’s Building Inspector, Robert Hill, will enforce, on behalf of the Town of Farmington, all Uniform Building Code regulations as written, to include any and all building permit expiration and extension dates past, present and future building permits issued. Billie Wolff **seconded the motion, the motion passed unanimously.**

Citizens Comments:

Katherine Barnes Pawson advised the Council that she placed the First Quarters “Photo Board Display” depicting the Mikalson Property Clean Up in the entry way of the Community Center tonight.

Mark Hellinger stated that he hopes to host the first of many “Farmington Town Hall Meetings” at the community center beginning in either March or April. Mark’s vision is to have meetings on common ground where anyone interested can come to discuss any topic. Tentatively, these meetings are planned to occur on the first Monday of each month.

Mark Hellinger advised the council that he supports the public library system and thinks a determination should be made as to what upgrades - updates are necessary. Once that information is available, Mark suggested putting the issue out to the voters in the form of a bond levy for a capital improvement project.

Council Comments:

Dave Baker reassured Rose Anderson, Farmington’s Librarian that as a council, their eyes have been opened to the poor working environment issues that exist in the library and the city hall spaces of the Community Center building. He further advised Rose that upgrades will have to be budgeted for in the future and that possibly a nice throw rug would be a “quick fix” solution for now.

Clerk-Treasurer Comments:

None.

Mayor’s Final Comments:

None.

Meeting adjourned at 7:35 PM

James A. Woomack, Mayor

Attest: _____

Barbara Dial-Flomer, Clerk-Treasurer
Town of Farmington
Regular Town Council Meeting
Monday, February 16th, 2015 - Farmington Community Center
6:00 PM – 7:35 PM