#### GOLDENDALE CITY COUNCIL REGULAR MEETING AUGUST 19, 2024 6:00 PM

NOTE: THIS MEETING IS BEING HELD IN PERSON OR CAN BE ACCESSED REMOTELY BY TELEPHONE AND ZOOM VIDEO. TO PARTICIPATE VIA ZOOM, YOU WILL NEED TO CALL 415-762-9988. THE MEETING ID NUMBER IS 373 290 5204. YOU WILL BE ABLE TO CALL IN AT 5:45. YOU CAN FIND THE INSTRUCTIONS FOR ZOOM ON THE WEBSITE.

- A. Call to Order
  - a. Pledge of Allegiance
- B. Roll Call
- C. Closed Public Comment (Agenda Business Only, comments limited to 3 minutes)
- D. Public Hearing
  - 1. Six Year Street Plan
  - 2. Closed Record Public Hearing for Captain Jack Commons RV Park
- E. Agenda
  - 1. Approval of Agenda
  - 2. Consent Agenda
    - a. Approval of Minutes
- c. Payroll

b. Claims

d. Other

- F. Presentations
  - 1. 2<sup>nd</sup> Quarter Budget Review by Jen Forsberg
- G. Department Reports
- H. Council Business
  - 1. No Parking on West Broadway
  - 2. Consultant Agreement for Waterline Improvement Project
  - 3. Consultant Agreement for Ekone Park Design
- I. Resolutions
  - 1. Res No 737 Six Year Street Plan
- J. Ordinances
- K. Report of Officers Council, Mayor, City Administrator
- L. Open Public Comment 3 Minute Limit
- M. Executive Session
- N. Adjournment

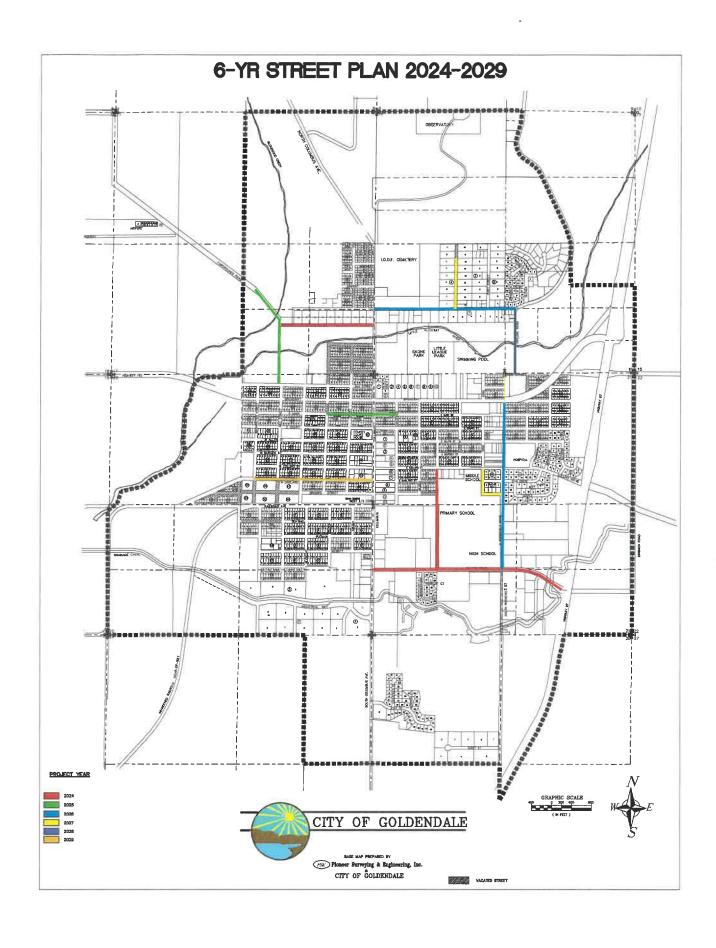
NEXT REGULAR COUNCIL MEETING WILL BE ON TUES SEPT 3RD, 2024 AT 6:00 PM.

	AGENDA TITLE:	PUBLIC HEARING 6-YEAR STREET PLAN
	DATE:	AUGUST 19, 2024
ACTION REQUIRE	ED:	
ORDINANCE	COU	NCIL INFORMATIONX
RESOLUTION		OTHERPUBLIC HEARING
MOTION		

AGENDA BILL: D1

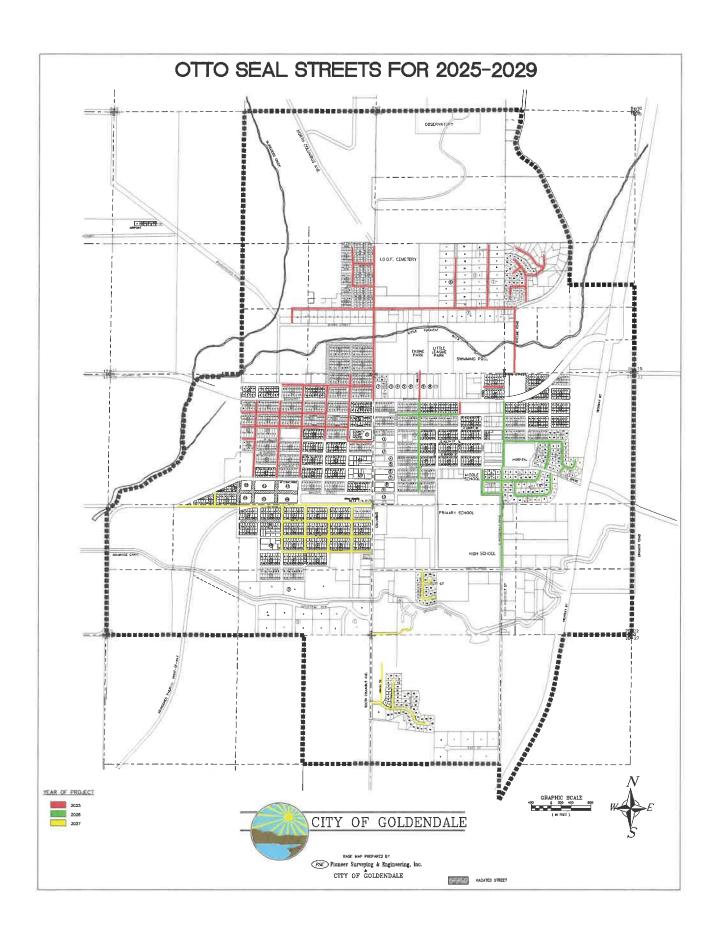
**EXPLANATION:** RCW requires the legislative body of each city and town, pursuant to a public hearing, to prepare and adopt a street improvement program plan for the ensuing six years.

			2024-2029 PROJECTS	DIECTS						
			6-YR STREET PLAN	PLAN						
YEAR	PROJECT	Impovement	Limits	PCR Score Funds	Г	PE- City	PE-TIB	CN-City	CN-TIB	Total
2025	2025 W Darland	Reconstruction	City Limits(Railroad Ave) to Mill ST.	50.4	\$906,048	\$13,591	\$90,06\$	\$45,302	\$756,550	\$906,048
2026	2026 S. Shuster	Reconstruction	Collins to Simcoe Dr	37	\$987,360	\$14,810	\$98,736	\$49,368	\$824,446	\$987,360
2027	North Mill St.	Reconstruction	Broadway to City Limits	35	\$720,720	\$10,811	\$72,072	\$36,036	\$601,801	\$720,720
2028	W Darland	Reconstruction	Mill St to Columbus	6.07	\$555,984	\$8,340	\$52,598	\$27,799	\$464,247	\$555,984
2029	East Simcoe	Grind, 2" Overly	SR97 to Columbus	70.2	\$255,962	\$3,839	\$25,596	\$12,798	\$213,729	\$255,962
2030	2030 Main St	Reconstruction	Golden to Chatfiel	7.1	\$555,984	\$8,340	\$55,598	\$27,799	\$464,247	\$555,984
23						\$59,731	\$398,206	\$199,103	\$3,325,019	\$3,982,058



Street	Improvement	Limits	PRC Score	Length (FT)	Funds	PE-City	PE-TIB	CN-City	CN-TIB	Total
McKinley St	Pulverize Shape double otto seal	Grant to Coulumbus	36	422	\$ 10,972.00	\$ 164.58	\$ 1,097.20	\$ 548.60	\$ 9,161.62	\$ 10,972.00
N Grant St	Pulverize Shape double otto seal	McKinley to N EOR	27	264	\$ 6,864.00	\$ 102.96	\$ 686.40	\$ 343.20	\$ 5,731.44	\$ 6,864.00
Pine St	Pulverize Shape double otto seal	NE High St to End	28	945	\$ 24,570.00	\$ 368.55	\$ 2,457.00	\$ 1,228.50	\$ 20,515.95	\$ 24,570.00
NE 2nd St	Pulverize Shape double otto seal	N King to EOR	50	422	\$ 10,972.00	\$ 164.58	\$ 1,097.20	\$ 548.60	\$ 9,161.62	\$ 10,972.00
Glover St	Pulverize Shape double otto seal	Pipeline Dr to EOR	40	1047	1047 \$ 27,222.00	\$ 408.33	\$ 2,722.20	\$ 1,361.10	\$ 22,730.37	\$ 27,222.00
Whitney Ct	Pulverize Shape double otto seal	Glover St To EOR	40	264	264 \$ 6,864.00	\$ 102.96	\$ 686.40	\$ 343.20	\$ 5,731.44	\$ 6,864.00
Franklin Ct	Pulverize Shape double otto seal	Glover St to EOR	63	475	475 \$ 12,350.00	\$ 185.25	\$ 1,235.00	s.	617.50 \$ 10,312.25	\$ 12,350.00
NW High St	Pulverize Shape double otto seal	Byars St to Columbus Ave.	20	1917	1917 \$ 49,842.00	\$ 747.63	\$ 4,984.20	\$ 2,492.10	\$ 41,618.07 \$ 49,842.00	\$ 49,842.00
Grant Ave N	Pulverize Shape double otto seal	EOR to NW 2nd	28	253	\$ 5,819.00	\$ 87.29	\$ 581.90	\$ 290.95	\$ 4,858.87	\$ 5,819.00
Grant Ave s	Pulverize Shape double otto seal	Broadway to Allyn St	20	755	\$ 19,630.00	\$ 294.45	\$ 1,963.00	\$ 981.50	\$ 16,391.05	\$ 19,630.00
NW 2nd ST	Pulverize Shape double otto seal	Mill St to Columbus Ave	41	1869	\$ 48,594.00	\$ 728.91	\$ 4,859.40	\$ 2,429.70	\$ 40,575.99	\$ 48,594.00
N Klickitat St	Pulverize Shape double otto seal	NW 2nd to Broadway	32	259	\$ 6,734.00	\$ 101.01	\$ 673.40	\$ 336.70	\$ 5,622.89	\$ 6,734.00
Academy St	Pulverize Shape double otto seal	Broadway to Main	28	253	\$ 6,578.00	\$ 98.67	\$ 657.80	\$ 328.90	\$ 5,492.63	\$ 6,578.00
Golden	Pulverize Shape double otto seai	Broadway to Allyn St	51	781	\$ 20,306.00	\$ 304.59	\$ 2,030.60	\$ 1,015.30	\$ 16,955.51	\$ 20,306.00
Main St	Pulverize Shape double otto seal	West EOR to Washington	50	290	\$ 7,540.00	\$ 113.10	\$ 754.00	\$ 377.00	\$ 6,295.90	\$ 7,540.00
Court	Pulverize Shape double otto seal	Mill St to Golden	48	940	940 \$ 24,440.00	\$ 366.60	\$ 2,444.00	\$ 1,222.00	\$ 20,407.40	\$ 24,440.00
Court	Pulverize Shape double otto seal	West EOR to Washington	0	106	106 \$ 2,438.00	\$ 36.57	\$ 243.80	\$ 121.90	\$ 2,035.73	\$ 2,438.00
Allyn	Pulverize Shape double otto seal	West EOR to Washington	0	158	158 \$ 3,634.00	\$ 54.51	\$ 363,40	\$ 181.70	\$ 3,034.39	\$ 3,634.00
Columbus	Otto Seal	Observitory hill RD to Broadway	77	3170	3170 \$ 31,700.00	\$ 475.50	\$ 3,170.00	\$ 1,585.00	\$ 26,469.50	\$ 31,700.00
NW High St	Otto Seal	Columbus Ave to Pipeline	80	2287	2287 \$ 22,870.00	\$ 343.05	\$ 2,287.00	\$ 1,143.50	\$ 19,096.45	\$ 22,870.00
Ankeny	Otto Seal	Grant to Columbus	72	407	\$ 4,070.00	\$ 61.05	\$ 407.00	\$ 203.50	\$ 3,398.45	\$ 4,070.00
N Grant St	Otto Seal	McKinley to Ankeny	63	475	\$ 4,750.00	\$ 71.25	\$ 475.00	\$ 237.50	\$ 3,966.25	\$ 4,750.00
N Grant St	Otto Seal	2nd to broadway	09	264	\$ 2,640.00	\$ 39.60	\$ 264.00	\$ 132.00	\$ 2,204.40	\$ 2,640.00
Golden	Otto Seal	2nd to broadway	55	253	\$ 2,530.00	\$ 37.95	\$ 253.00	\$ 126.50	\$ 2,112.55	\$ 2,530.00
Post	Otto Seal	high st to EOR	81	1320	\$ 13,200.00	\$ 198.00	\$ 1,320.00	\$ 660.00	\$ 11,022.00	\$ 13,200.00
Wilber St	Otto Seal	Broadway to Ekone Park	44	581	\$ 5,810.00	\$ 87.15	\$ 581.00	\$ 290.50	\$ 4,851.35	\$ 5,810.00
Whitney Dr	Otto Seal	Glover St To EOR	40	792	\$ 7,920.00	\$ 118.80	\$ 792.00	\$ 396.00	\$ 6,613.20	\$ 7,920.00
Hoodview PL	Otto Seal	Whitney dr to EWoR	81	634	\$ 6,340.00	\$ 95.10	\$ 634.00	\$ 317.00	\$ 5,293.90	\$ 6,340.00
Pipeline Rd	Otto Seal	3rd St to Glover	36	1426	1426 \$ 14,260.00	\$ 213.90	\$ 1,426.00	\$ 713.00	\$ 11,907.10	\$ 14,260.00
Washinton St	Otto Seal	Broadway to Darland	63	1584	1584 \$ 15,840.00	\$ 237.60	\$ 1,584.00	\$ 792.00	\$ 13,226.40 \$ 15,840.00	\$ 15,840.00
Mill St	Otto Seal	Broadway to Darland	63	1573	1573 \$ 15,730.00	\$ 235.95	\$ 1,573.00	\$ 786.50	\$ 13,134.55	\$ 15,730.00
Klickitat St	Otto Seal	Broadway to Darland	63	1558	1558 \$ 15,580.00	\$ 233.70	\$ 1,558.00	\$ 779.00	\$ 13,009.30	\$ 15,580.00
Main St.	Otto Seal	Washington to Golden	72	2354	\$ 23,540.00	\$ 353.10	\$ 2,354.00	\$ 1,177.00	\$ 19,655.90	\$ 23,540.00
Court St	Otto Seal	Washington to Mill; Golden to Grant	53	950	s	\$ 142.50	٧,	\$ 475.00	·s	\$ 9,500.00
Allyn Si	Otto Seal	Grant to Columbu	75	528	\$ 5,280.00	\$ 79.20	\$ 528.00	\$ 264.00	\$ 4,408.80	\$ 5,280.00

			Otto Seal (D	Otto Seal (Dirty Chip Seal) Street	I) Street						
Year	Street	Improvement	Limits	PRC Score Length (FT)	Length (FT)	Funds	PE-City	PE-TIB	CN-City	CN-TIB	Total
202		Otto Seal	Chatfield to Acadamey	72	1730	\$ 17,300.00	\$ 259.50	\$ 1,730.00	\$ 865.00	\$ 14,445.50	\$ 17,300.00
2021		Otto Seal	Broadway to Darland Dr	99	1888	1888 \$ 18,880.00	\$ 283.20	\$ 1,888.00	\$ 944.00	\$ 15,764.80	\$ 18,880.00
2021	lt St	Otto Seal	Broadway to Columbus	89	3444	\$ 34,440.00	\$ 516.60	\$ 3,444.00	\$ 1,722.00	\$ 28,757.40	\$ 34,440.00
2021		Otto Seal	Rosevelt to Allison Way	43	1130	\$ 11,300.00	\$ 169.50	\$ 1,130.00	\$ 565.00	\$ 9,435.50	\$ 11,300.00
2021	Way	Otto Seal	E Allyn to Collins	32	169	\$ 6,910.00	\$ 103.65	\$ 691.00	\$ 345.50	\$ 5,769.85	\$ 6,910.00
2021		Otto Seal	End of road to Allison way	99	371	\$ 3,710.00	\$ 55.65	\$ 371.00	\$ 185.50	\$ 3,097.85	\$ 3,710.00
202	2026 Brashear Way	Otto Seal	Collins Dr to E Allyn	24	582	\$ 5,820.00	\$ 87.30	\$ 582.00	\$ 291.00	\$ 4,859.70	\$ 5,820.00
2021		Otto Seal	King St to Collins Dr	28	1327	\$ 13,270.00	\$ 199.05	\$ 1,327.00	\$ 663.50	\$ 11,080.45	\$ 13,270.00
2021	2026 Maple Dr	Otto Seal	Elm Dr to Collins Dr	78	1416	1416 \$ 14,160.00	\$ 212.40	212.40 \$ 1,416.00	\$ 708.00	\$ 11,823.60	\$ 14,160.00
2021		Otto Seal	Collins Dr to Brooks Ave	37	490	\$ 4,900.00	\$ 73.50	\$ 490.00	\$ 245.00	\$ 4,091.50	\$ 4,900.00
2021	2026 Brooks Ave	Otto Seal	S King St to Roosevelt	40	415	\$ 4,150.00	\$ 62.25	\$ 415.00	\$ 207.50	\$ 3,465.25	\$ 4,150.00
202.		Otto Seal	Highway 97 to Columbus Ave	73	3537	\$ 35,370.00	\$ 530.55	\$ 3,537.00	\$ 1,768.50	\$ 29,533.95	\$ 35,370.00
202;	2027 12th St CT	Otto Seal	End of road to Bennett Dr	45	238	\$ 2,380.00	\$ 35.70	\$ 238.00	\$ 119.00	\$ 1,987.30	\$ 2,380.00
202	2027 Bennett Dr	Otto Seal	End of road to Simcoe Dr.	45	854	\$ 8,540.00	\$ 128.10	\$ 854.00	\$ 427.00	\$ 7,130.90	\$ 8,540.00
202;	2027 S Baker St(Gravel RD) Double Ott	Double Otto Seal	Darland to Railroad	0	315	\$ 7,245.00	\$ 108.68	\$ 724.50	\$ 362.25	\$ 6,049.58	\$ 7,245.00
202.	ve	Otto Seal	CL to Columbus	52	3926	3926 \$ 39,260.00	\$ 588.90	\$ 3,926.00	\$ 1,963.00	\$ 32,782.10	\$ 39,260.00
202.		Otto Seal	Railroad to Nesbitt St	70	290	\$ 2,900.00	\$ 43.50	\$ 290.00	\$ 145.00	\$ 2,421.50	\$ 2,900.00
202.	2027 S Klickitat Ave	Otto Seal	Railroad to Nesbitt St	77	\$ 040	\$ 9,400.00	\$ 141.00	\$ 940.00	\$ 470.00	\$ 7,849.00	\$ 9,400.00
202.	2027 S Golden Ave	Otto Seal	Railroad to Nesbitt St	1.1	106	\$ 1,060.00	\$ 15.90	\$ 106.00	\$ 53.00	\$ 885.10	\$ 1,060.00
202:		Otto Seal	Railroad to Nesbitt St	02	158	\$ 1,580.00	\$ 23.70	\$ 158.00	\$ 79.00	\$ 1,319.30	\$ 1,580.00
202.	ST	Otto Seal	S Mill to Columbus Ave	02	3170	3170 \$ 31,700.00	\$ 475.50	\$ 3,170.00	\$ 1,585.00	\$ 26,469.50	\$ 31,700.00
202;	2027 Putman St	Otto Seal	Klickitat Ave to Columbus Ave	63	2287	2287 \$ 22,870.00	\$ 343.05	\$ 2,287.00	\$ 1,143.50	\$ 19,096.45	\$ 22,870.00
202;	2027 Nesbitt St	Otto Seal	S Mill to Columbus Ave	70	1900	1900 \$ 19,000.00	\$ 285.00	\$ 1,900.00	\$ 950.00	\$ 15,865.00	\$ 19,000.00
202.	Ridge Dr	Otto Seal	Columbus to End of City Road	72	475	\$ 4,750.00	\$ 71.25	\$ 475.00	\$ 237.50	\$ 3,966.25	\$ 4,750.00
202.	2027 Jaxon St	Otto Seal	19th to 21st ST	89	989	\$ 6,860.00	\$ 102.90	\$ 686.00	\$ 343.00	\$ 5,728.10	\$ 6,860.00
202;	ЫPL	Otto Seal	21st St to End of Road	89	591	\$ 5,910.00	\$ 88.65	\$ 591.00	\$ 295.50	\$ 4,934.85	\$ 5,910.00
202.	2027 21st St	Otto Seal	Columbus Ave to End of Ros	0/	1337	\$ 13,370.00	\$ 200.55	\$ 1,337.00	\$ 668.50	\$ 11,163.95	\$ 13,370.00
					Project Total:	\$310,855.00 \$	\$ 4,662.83	\$31,085.50	\$ 15,542.75	\$259,563.93	\$310,855.00



AGENDA BILL: D2

AGENDA TITLE: CLOSED RECORD PUBLIC HEARING FOR

**CAPTAIN JACK COMMONS RV PARK** 

DATE:

**AUGUST 19, 2024** 

ACTION REQUIRED:		
ORDINANCE	COUNCIL INFOR	MATION
RESOLUTION	_ OTHER	Closed Record Public Hearing
MOTIONX	_	
(Gene Callan) to the City of Gol Vehicle, Motorcoach and Eques Home site). The proposal was p The Board of Adjustment chose to was appealed by the applicant to	Idendale on April 1 trian Neighborhood presented to the Boto deny the request the council. A closurney, Quinn Plant	was submitted by 216 Simcoe LLC 0, 2024 to construct a Recreational at 216 Simcoe Drive (Old Nursing pard of Adjustment on May 9, 2024.  The Board of Adjustment decision sed appeal hearing has been set for will attend the meeting to guide the
FISCAL IMPACT:		
ALTERNATIVES:		
STAFF RECOMMENDATION:		
MOTION:		

## CITY OF GOLDENDALE CITY COUNCIL

## CLOSED RECORD PUBLIC HEARING PROCEDURE

THE FOLLOWING PROCEDURE IS USED BY THE GOLDENDALE CITY COUNCIL TO MEET APPEARANCE OF FAIRNESS REQUIREMENTS AND TO CREATE OR SUPPLEMENT THE HEARING RECORD:

#### Presiding Official:

Tonight's closed record public hearing will include the following land use application:

**Application Type:** Conditional Use Permit

Applicant(s): 216 Simcoe LLC

Property Owner(s): 216 Simcoe LLC

**Proposed Project:** Captain Jack Commons RV Park **Current Comprehensive Plan Designation:** Commercial

**Current Zoning:** General Commercial District (C-2)

**Current Use:** Vacant

Location of Project: Tax Lots 33 LESS PTN BY G-BLA 12-02 & PTN S OF

**DITCH IN SWSW; 21-4-16** 

The closed record public hearing will now begin:

- 1. This hearing must be fair in form and substance as well as appearance, therefore:
  - a. Is there anyone in the audience who objects to my participation as Mayor or any Councilmember's participation in these proceedings? (If objections, the objector must state his/her name, address, and the reason for the objection.)
  - b. Do any of the Councilmembers have an interest in this property or issue? Do any of you stand to gain or lose any financial benefit as a result of the outcome of this hearing? Can you hear and consider this in a fair and objective manner?
  - c. Has any member of the Council engaged in communication outside this hearing with opponents or proponents on these issues to be heard? If so, that member must place on the record the substance of any such communication so that other interested parties may have the right at this hearing to rebut the substance of the communication.

- d. Thank you, the hearing will continue. (or) At this point, Council member \*\*\* will be excusing him/herself from the meeting. [Ask Councilmember to state his/her reasons for being excused.]
- 2. The purpose of this hearing is for the Council to review the record and consider the pertinent facts relating to this issue.
- 3. The only questions to be answered by the City Council are: (a) are the Board of Adjustment's findings supported by evidence in the record; and (b) did the Board of Adjustment correctly apply adopted City ordinances.
- 4. The City Council may not adopt new findings based on the evidence before the Board of Adjustment. Nor may the City Council elicit new evidence.
- 5. No new testimony will be allowed. Any clarification of the record being requested by the Councilmembers will first be authorized by the Mayor after consulting with the City Attorney.
- 6. The record generated will be provided by staff. Staff will now provide a review of the record.
- 7. Councilmembers will now consider the record and discuss among themselves the facts and testimony from the open record hearing. (Discussion and any requests for clarification of the record are made).

(Requests for clarification are directed to the Mayor and must be specific to the record. The Mayor after consulting with the City Attorney will authorize the clarification or deny it based on the opinion of the City Attorney.

- 8. If clarification of the record is authorized:
  - a. When you address the Council, begin by stating your name and address for the record.
  - b. Speak slowly and clearly.
  - c. You will be allowed to only provide the clarification of the record as authorized. No new testimony will be allowed.
- 9. Now that we have reviewed the record concerning this issue, this subject is open for decision. Council may:
  - d. Affirm the decision of the Board of Adjustment.
  - e. Reverse the decision of the Board of Adjustment.

### Captain Jack Commons RV Park Conditional Use #CU 24-01 Closed Appeal Record

1.	4-15-24	Land Use Application, Site Plan, and Receipt
2.	4-20-24	SEPA Checklist
3.	4-23-24	Determination of Non-Significance
4.	4-23-24	Notice of Public Hearing Affidavit of Mailing Public Hearing Notice Affidavit of Posting Public Hearing Notice Affidavit of Publication
5.	4-22-24	Staff Review/Draft Findings of Fact
6.	5-9-24	Letter from Citizen
7.	5-21-24	Meeting Minutes
8.	5-16-24 5-16-24 5-16-24 5-16-24 5-22-24	Notice of Land Use Decision E-mail conformation from Sentinel Affidavit of Posting Land Use Decision Affidavit of Mailing Land Use Decision Affidavit of Publication
9.	5-16-24 5-16-24	Letter for an appeal Fee receipt
10.	5-20-24	Letter from Larry Bellamy to Pioneer Surveying
11.	6-24-24	Findings of Fact
12.	6-27-24	Letter from Larry Bellamy to Pioneer Surveying
13.	7-11-24	Appeal Foundation on Captain Jack Commons RV Park

14. GMC Chapter 17.62 Conditional Uses



## Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

April 10, 2024

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

Re: Gene Callen, Captain Jack Commons RV Park

Dear Mr. Munyan:

Attached for your review are the Land Use Application, City of Goldendale Conditional Use Application, section buffer names and prints for the proposed RV Park.

Sincerely,

Dustin Conroy, PE/PLS

DC/blc 21-046

Attachments

## CITY OF GOLDENDALE LAND USE APPLICATION

1103 S. COLUMBUS GOLDENDALE, WA 98620 VOICE: (509) 773-3771

## INSTRUCTIONS - PLEASE READ FIRST Please type or print your answers clearly

Answer all questions completely. If you have any questions about this form or the application process call, come in person or refer to the accompanying instructions.

This application consists of four parts. PART 1 – GENERAL INFORMATION AND PART IV- CERTIFICATION are on this page. PART II and III contain additional information specific to your proposal and should be attached to this page to complete the application. Remember to bring all necessary attachments and the required filing fee when the application is submitted.

Tremember to bring all the	cessary attachments	and the required filing fee whe	n the application is submitted	1.			
DARI I- GENERAL	MEDRILLATION			Security and the			
1. APPLICANT'S	NAME 2	.16 Simcoe LLC	(Gene Callan)				
2. APPLICANT ADDRE	SS STREET	38 Knight Rd.	CITY GOLD	endale			
AND PHONE NUMB	ER STATE W	74 0 SID 98056	PHONE 563	-708 - 3750			
3. APPLICANT'S INTEREST IN	CHECK	<b>A</b> OWNER	□ OWNER R	REPRESENTATIVE			
PROPERTY	ONE:	☐ CONTRACT PURCH	ASER OTHER				
4. PROPERTY OWNER							
(IF OTHER THAN APPLICANT)	NAME						
5. PROPERTY OWNER	'S STREET		CITY				
ADDRESS AND PHO			CITY				
(IF OTHER THAN APPLICA	NT) STATE	ZIP	PHONE				
6. ASSESSOR'S PARCI	EL NUMBER FOR	SUBJECT PROPERTY:	FIONL				
	2133000100						
7. EXISTING ZONING C	F SUBJECT PRO	PERTY:					
A	C-Z						
	8. ADDRESS OF SUBJECT PROPERTY:						
216 Simcoe Drije 9. TYPE OF APPLICATION: (CHECK ALL THAT APPLY)							
	JN: (CHECK ALL	THAT APPLY)					
Rezone	☐ En	vironmental Checklist (SEPA)	☐ Shoreline				
Conditional Use	☐ Pre	liminary Subdivision	☐ Administrative Ap	neat			
Variance		ort Plat		•			
Home Occupation			Citizen Review B	**			
		ht-of-Way Vacation	☐ Board of Adjustm	ent Appeal			
Boundary Line Adju							
		AND PART III - REQUIRE	ATTACHMENTS				
10. SEE ATTACHED SHEET	rs			A THE RESERVE OF THE PARTY OF T			
PANTIVE GERTIFICATI	ON	SPECIFICATION OF THE PROPERTY					
11. I certify under the laws or	f the State of Washin	gton that the above answers a	re true and complete to the b	est of my knowledge I			
understand that the lead age	ncy is relying on the	n to make its decision		out of my knowledge. 1			
MILL	, , , ,	ne agoioion.					
(4) 11/1/-	<u>`</u>		2-13.20	024			
PROPER	TY OWNERS SIGNA	ATURE					
216 9 IMCOE			DAT	<u>E</u>			
PRESIDENT	7000	FOR ADMINISTRATIVE LICE OF	MI W				
DATE FEE PAID	RECEIVED BY	FOR ADMINISTRATIVE USE O	RECEIPT NO.	UTABIAS			
	/		NECEIPT NO.	HEARING DATE			

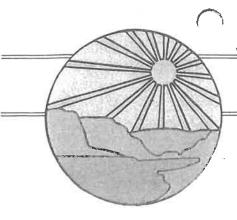
# CITY OF GOLDENDALE CONDITIONAL USE APPLICATION

Date 13 Feb 24

We, the undersigned owners of the subject proper respectfully make application for a Conditional Use under provisions of the City of Goldendale Zoning Ordinance to: (Explain what you want to do.)
Construct a 59 unit RV Park with
Complete Legal Description of Property:
TL 33 Less portion by G-BLA 12-02 and portion south
TL 33 Less portion by G-BLA 12-02 and portion south of ditch in the SW/45W/4 of SECTION 21, T4N
RIGE, W.M. Klickitat Country, Washington
J J
Address of property involved: 216 Since Drive
Goldendale, WA 98620
Zone in which property is located:
Dimension of lot or land: 417 ×41つ ~
Floor space of buildings:1200 5F
Existing off-street parking:
Other parking provisions: 59 RV Spaces 43 Vehicle parking

List of Owners of premises within an area bonded by lines 300 feet from and parallel to the boundaries of an area to be changed (including the width of all streets and alleys in such area)

NAME	ADDRESS	LEGAL DESCRIPTION	ON OF PROPERTY
SEE	Attached		
		•	4
	,		
(A Little and mos	ges may need to be used)		
•		tut - dam	- chaving the
	a site plan of the property promensions of all buildings. A parallel to the boundaries of		
I certify under	penalty of perjury under the s are true and complete to t cy is relying on them to mak	laws of the State of Was he best of my knowledge.	hington that the
Dated this	3 day of PBB,	20,23	
		Legal Owner or Age	SIMCOLI
For Official Us	se Only	PRIS	IDENT
0.000	g fee paid on 15 Apr 2020		1
Syco. Filing	g tee paid on '	City Planner/or Authori	zed Representative
Application is	examined and approved thi	s day of	, 20



## CITY OF GOLDENDALE

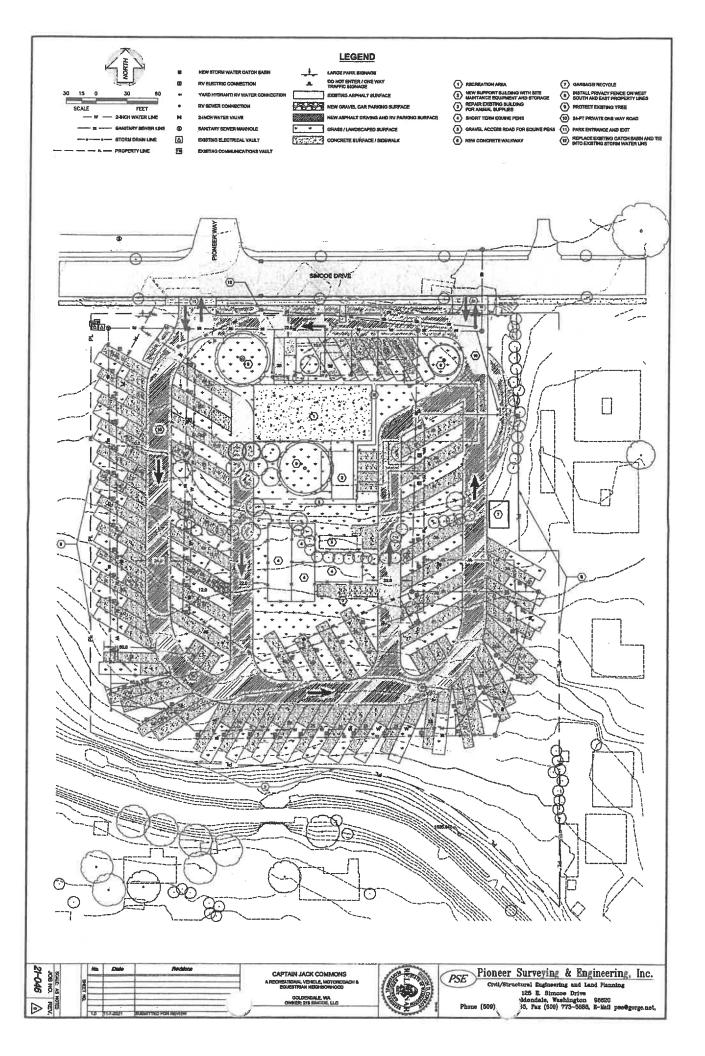
1103 SOUTH COLUMBUS GOLDENDALE, WASHINGTON 98620 509-773-3771

Sir the plans you have submitted for the purposed RV park in Goldendale Wa, on Simcoe Ave are complete. Minus the SEPA check list, the City of Goldendale will start working on the conditional use, please be aware that we will be unable to submit this to the council until its complete.

Michael Hussey

509-250-1550

15 Apr 2024



GOLDENDALE CITY OF

Receipt Number:

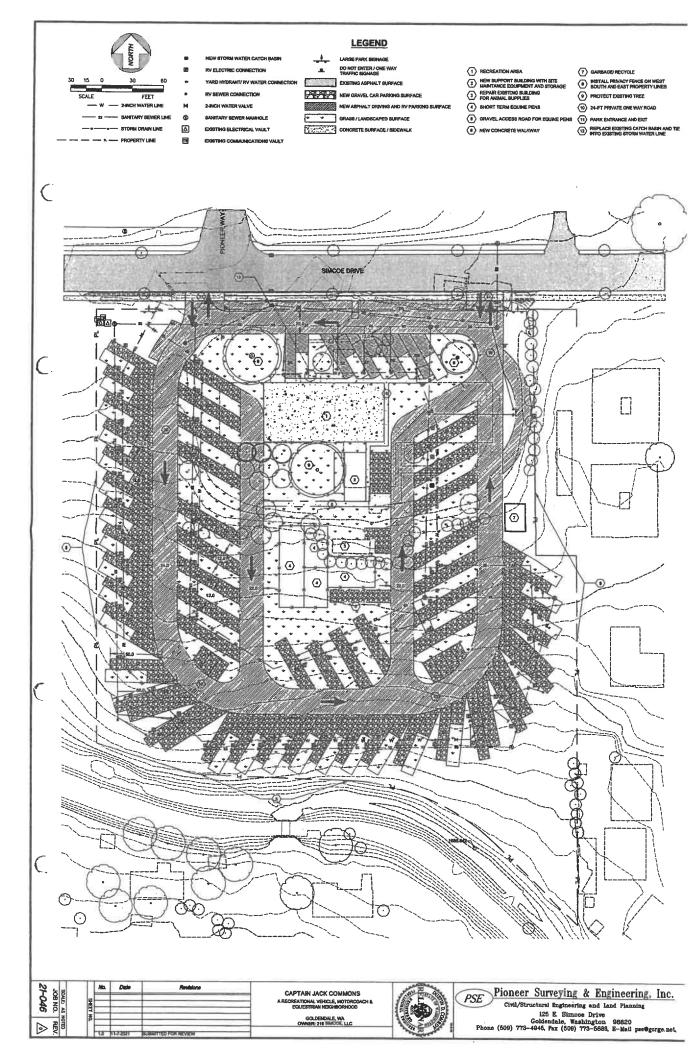
Two Hundred and 0/100's Dollar

PIONBER SURVEYING AND ENG 125 SIMCOE DR GOLDENDALE WA 98620 Received From:

Printed By

shelly

CONDITIONAL USE 24-01 GENE CALLAN



## CITY OF GOLDENDALE PLANNING DEPARTMENT

1103 South Columbus, Goldendale, Washington 98620

# SEPA ENVIRONMENTAL CHECKLIST for

### **CAPTAIN JACK COMMONS**

A Recreational Vehicle, Motorcoach & Equestrian Neighborhood in Goldendale, Washington Owner: 216 Simcoe, LLC Engineer: Pioneer Surveying & Engineering, Inc

#### A. Background

1. Name of proposed project, if applicable:

**Captain Jack Commons** 

2. Name of applicant:

216 Simcoe LLC

3. Address and phone number of applicant and contact person:

38 Knight Rd. Goldendale, WA 98620 Gene Callan 503-708-3750

4. Date checklist prepared:

April 20, 2024

SEPA Environmental checklist

5. Agency requesting checklist:

City of Goldendale Washington Planning Department

6. Proposed timing or schedule (including phasing, if applicable):

Permitting, Construction Pricing & Award in 2024 Construction in 2025 Occupancy in 2025-2026 (Phasing to be determined by Construction Pricing) 7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No, other than what is shown on master site plan. Phasing of the project elements (number of stalls, support building & equine pens) will be determined by future construction pricing, but this submittal is requesting approval of all elements of the master plan.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

On March 31, 2020, RSG Abatement & Demolition Corporation submitted a notarized Clean Site Certification after demolition and removal of all hazardous and asbestos materials from an old, abandoned nursing home (Mt. Adams Care Facility) built in 1963. All demolition was wetted, wrapped & stored with proper demarcation and taken off site to the Wasco County landfill in The Dalles, Oregon by a licensed hazardous material transporter. This work was done in accordance with Washington State Department of Labor & Industries and Department of Ecology WAC 296-155(9), Part S.

RSG is located at 2701 S. J Street in Tacoma, Washington and holds an AHERA Building Inspectors Accreditation; NO. BI/R – NES 110419-02.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

No.

10. Provide a project description and list any government approvals or permits that will be needed for your proposal, if known.

GENERAL PROJECT DESCRIPTION: The project is named "Captain Jack" in honor of Jane and John Golden's famous saddle horse of the mid 1800's. The Goldens, of which the town of Goldendale was named, was well known for riding this "spirited gelding" all over Klickitat County to visit other pioneer settlers or Native American friends around the region.

The 4.75-acre site will contain 59 RV stalls reserved for short and long term recreational, motorcoach or equine living-quarters vehicles / trailers; all organized with a private loop road connected to Simcoe Drive. In addition to the stalls, the project will incorporate short-term use equine pens with a hay storage shed. A portion of the existing concrete slab will be repaired and used for recreational activities such as pickleball or basketball. A future, one story, support building of approximately 1,500 gross square feet will include restrooms, showers and laundry as required by code.

City of Goldendale Site Plan Approval & Permit -Title 17.28 Recreational Vehicle Park Standards and Title 6.08 Livestock, Fowl, Wild Animals & Animal Traps,

City of Goldendale Building Permit for any structures.

#### Washington State Department of Labor & Industries Electrical Permit

DOE construction stormwater permit.

11. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal occurs over a range of areas, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The 4.75-acre site is located at 216 Simcoe Drive within the city limits of Goldendale, Washington.

Legal Description. Tax Lot 33 LESS PTN BY G-BLA 12-02 & PTN S OF DITCH IN SWSW; Section 21-Township 4, Range16

Klickitat County Parcel: 04162133000100

Site Master Plan by Pioneer Survey & Engineering and dated April 15, 2024, showing the vicinity, property lines and topographical contours.

#### **B.** Environmental Elements

#### 1. Earth

#### a. General description of the site:

The 4.75-acre site is located in the southern area of Goldendale which was previously home to an abandoned nursing home which was demolished in 2020. The northern half of the site is relatively flat having contained the previous structure. The southern half of the site gently rises from the midpoint up to the southern property line with a typical 4% slope.

b. What is the steepest slope on the site (approximate percent slope)?

The southern half of the site rises from the mid-point up to the southern property line with an approximate 13% slope.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

The site soils consist of Goldendale Silt Loam. Earth work will use an efficient on-site cut and fill method to minimize or eliminate any soil export. The existing berm of the offsite drainage swale will not be disturbed.

This is not agricultural land and has no agriculturally classified soil.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Earth work will use an efficient on-site cut and fill method to minimize or eliminate any soil export. This site work is required to provide a maximum 1% cross slope at each stall.

f. Could erosion occur because of clearing, construction, or use? If so, generally describe.

Effort will be made to schedule major earthwork activities during Goldendale's dry months. Erosion control methods will be utilized during any spring, fall and winter construction months.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Approximately 12% of the site is currently in impervious surfaces. When fully built out, the master plan will have approximately 25% of the ground surface in impervious materials such as asphalt roads, concrete slabs and a building. Therefore, the net result is a 13% gain of about 26,800 square feet.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any.

BMP's will be utilized during any clearing, grading or road construction.

#### 2. Air

a. What types of emissions to the air would result from the proposal during construction operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Air emissions will be limited to brief heavy equipment usage during the initial earthwork phase of approximately 2 calendar months. After this initial earthwork, construction emissions will consist of asphalt paving equipment for a week and typical small vehicle use. After the construction period of approximately 6-8 months, the operation and maintenance of the site will not result in any additional air emissions than evident elsewhere inside the City of Goldendale. Daily operations of the completed project will see a typical pickup / trailer ingress/egress around the site. Maintenance will consist of weekly lawn care.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No.

1.	Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe the type and provide names. If appropriate, state what stream or river it flows into.
	There are no on-site waterways such as streams, swales, lakes, ponds or wetlands. There is an off-site seasonal drainage swale on the southern edge of the site. This bermed swale will not be impacted by the project's construction, operation or maintenance. No on-site storm water will be directed or inserted into this swale.
2.	Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.
	On site work will be re-grading some areas adjacent to the off-site berm and swale. The integrity and height and width of the berm will not be compromised.
3.	Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.
	Not applicable.
4.	Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.
	Not applicable.
5.	Does the proposal lie within a 100-year floodplain? If so, note the location on the site plan.
	No.
6.	Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.
	No.

April 2024

Page 5 of 16

c. Proposed measures to reduce or control emissions or other impacts to the air, if any. Comply with the WA State Department of Ecology (DOE) air quality requirements for air

emissions if applicable.

3. Water

a. Surface Water:

SEPA Environmental checklist

#### b. Ground Water:

- 1. Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known.
  - No. Domestic and irrigation water will be connected to City of Goldendale utilities.
- 2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals...; agricultural; etc.).
  Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

No waste material will be discharged into the ground from septic tanks or other sources. The site will be served by the City of Goldendale's Wastewater System. No Industrial or Commercial related activities are proposed in association with the RV Park that would potentially require the use of chemical or solvents that could pose a risk to the ground water supply in the immediate vicinity.

- c. Water Runoff (including stormwater):
- 1. Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

There are no jurisdictional seasonal drainages to transport water runoff across the property. Water runoff would be in the form of sheet flow across the landscape. Best available science (BAS) will be used to design and engineer applicable french drains, bio-swales, setting ponds, etc.

2. Could waste materials enter ground or surface waters? If so, generally describe.

No waste material is envisioned to enter ground or surface waters. The site will be served by the City of Goldendale's Wastewater System. All residential type chemicals, solvents, paints and oils shall be recycled or disposed of at an approved facility.

3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

There are no jurisdictional seasonal drainages to transport water runoff across the property. Water runoff would be in the form of sheet flow across the landscape. In no case will post development rates exceed pre development thresholds.

4. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any.

BMP's will be implemented.

4.	Plants
a.	
	deciduous tree: alder, maple, aspen, other
	evergreen tree: fir, cedar, pine, other
	shrubs
	<b>⊠</b> grass
	□ pasture
	□ crop or grain
	orchards, vineyards, or other permanent crops.
	wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
	water plants: water lily, eelgrass, milfoil, other
	☐ other types of vegetation
b.	What kind and amount of vegetation will be removed or altered?
	An important goal of the project is to protect and preserve as many of the large deciduous trees as
	possible. The site master plan has been created in an attempt to work around their trunks and drip
	lines. The grassy fields will be disturbed and then replanted with new landscaping materials.
c.	List threatened and endangered species known to be on or near the site.
	None.
d.	Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.
	Proposed landscaping will include:
	<ul> <li>Preservation of a majority of the existing deciduous trees.</li> </ul>
	New lawn.
	<ul> <li>Drought resistant, native grasses / shrubs in selected areas.</li> </ul>
е,	List all noxious weeds and invasive species known to be on or near the site.
	None.
5. /	Animals
а.	List any birds and other animals that have been observed on or near the site or are known to be
	on or near the site.
	There is an urban herd of deer that has been seen moving through the site. This site does not
	constitute their native habitat, range or migration route.

b. List any threatened and endangered species known to be on or near the site.

None.

c. Is the site part of a migration route? If so, explain.

The area is located within the Pacific Fly Way Zone which encompasses multiple jurisdictional areas along the Pacific Coast from Canada south into Central and South America. No adequate habitat for migrating waterfowl species have been identified on the parcel in question.

d. Proposed measures to preserve or enhance wildlife, if any.

The large existing trees continue to preserve local bird habitat.

e. List any invasive animal species known to be on or near the site.

The urban herd of deer are not native and could be labeled invasive by not being in their natural rural / wilderness habitat. They become diseased and unhealthy by living inside an urban environment.

- 6. Energy and Natural Resources
- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

The project will have a primary electrical service by the Klickitat County Public Utility District and a secondary natural gas service. All stalls will have electrical service along with the support building, recreational area and equine pens.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any. other

The support building will be constructed to allow for a future rooftop solar photovoltaic array for domestic power and a solar water system for domestic hot water heating. In addition, a future electrical vehicle charging station will be incorporated.

#### 7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, which could occur because of this proposal? If so, describe.

No Industrial or Commercial uses are being proposed that would necessitate the use or cause exposure to toxic chemical, hazardous waste or explosive materials.

1. Describe any known or possible contamination of the site from present or past uses.

On March 31, 2020, RSG Abatement & Demolition Corporation submitted a notarized Clean Site Certification after demolition and removal of all hazardous and asbestos materials from an old, abandoned nursing home (Mt. Adams Care Facility) built in 1963.

a. Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

There is a natural gas connection on the northeast corner of the site with an underground line running in the easement westward.

b. Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

None.

c. Describe special emergency services that might be required.

Emergency medical, firefighting and police equipment and vehicles will have full access to every stall on site via the private roadways.

d. Proposed measures to reduce or control environmental health hazards, if any.

Proper maintenance of all construction equipment and storage of all hazardous materials. Proper identification and labeling on all hazardous containers.

#### b. Noise

1. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

The vehicular traffic noise on Simcoe Drive to the north will be evident in certain areas of the site.

2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?

On the short-term, the project construction will present initial, earthwork equipment noise. This noise will be limited to normal, weekly working hours of 7:30am to 5:30pm. This will occur in the first two months of the construction period. Afterwards, smaller construction noise will occur during the working hours of the project for 6-8 months. After completion of construction, operational noise will be limited to ingress and egress of stall users, landscaping maintenance and recreational pad use.

3. Proposed measures to reduce or control noise impacts, if any.

Reduction of noise impacts will rely on:

- Construction limiting the amount of allowed noise during the workday to M-F @ 7:30am-5:30pm.
- Operations- limiting times of allowed lawn maintenance during the workday.
- Recreation- located internally on site and buffered from neighbors.
- 8. Land and Shoreline Use
- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

This site is zoned C-2 (General Commercial District) and previously contained an old nursing home demolished in 2020. Today, the site sits empty awaiting new development. An RV park was previously deemed an outright allowed use when the site was obtained from the City of Goldendale by the owner. Today, the project is allowed with a Conditional Use Permit.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

No.

1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?

No.

c. Describe any structures on the site.

No structures exist on site except for a small (450sf) old storage shed.

d. Will any structures be demolished? If so, what?

The existing shed may be retrofitted to be a hay storage shed for the equine pens. If this isn't feasible, then this structure will be demolished.

e. What is the current zoning classification of the site?

C-2 - General Commercial

f. What is the current comprehensive plan designation of the site?

The current Comprehensive Plan Designation is General Commercial.

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

No.

i. Approximately how many people would reside or work in the completed project?

There are 59 stalls. At 100% full capacity with each stall having an average of 2 occupants, this site could have up to 118-120 people on site. Included in that amount would be 1-2 site host(s). The operation would be administered by 1-2 off-site personnel. Maintenance staff would be on site only during work hours.

j. Approximately how many people would the completed project displace?

None.

k. Proposed measures to avoid or reduce displacement impacts, if any.

Not applicable.

I. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.

The proposed project seeks to create a new micro-neighborhood by the loop road layout, protecting and incorporating the large trees, adding new landscaping and a perimeter fence to buffer adjacent neighbor's impact.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any.

Not applicable.

9.	H	Δì	16	in	σ
7.	П	υı	15	111	K

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

The project will incorporate 59 market-rate stalls that can serve as short or long-term housing to support the needs of the area.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None.

c. Proposed measures to reduce or control housing impacts, if any.

A perimeter fence will be incorporated to reduce impact on neighboring housing.

#### 10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The ridge or peak of the one-story support building would be under 20'. The exterior of this building would use wood or stone veneer siding with a metal roof. The hay storage building supporting the equine pens would have the same palette of materials.

b. What views in the immediate vicinity would be altered or obstructed?

None.

c. Proposed measures to reduce or control aesthetic impacts, if any.

A perimeter fencing screen on the western, southern and eastern property lines will buffer any visual aesthetic impacts to the adjacent neighbors.

#### 11. Light and Glare \

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Site lighting will incorporate LED lighting with directional shielding to support dark-sky efforts.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

c. What existing off-site sources of light or glare may affect your proposal?

None.

d. Proposed measures to reduce or control light and glare impacts, if any.

Site lighting will incorporate LED lighting with directional shielding to support dark-sky efforts.

#### 12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

Located within the city limits of Goldendale, this project could utilize the recreational opportunities offered by the local playfields, courts, parks and trails. In addition, the new Epic Youth Center is located close by.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any.

A multi-purpose sport court will take advantage of the repaired concrete slab that exists on site. This court can be used for pickleball, basketball or other sporting activities in addition to holding periodic garage sales or Saturday markets.

#### 13. Historic and Cultural Preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

No.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Is there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

None.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

None.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Not applicable.

#### 14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

The site abuts the City of Goldendale's arterial connector (Simcoe Drive) on the north. There are two existing curb cuts/ approaches that will be re-utilized. Previous uses (60 bed nursing home with 24 full-time staff) had equivalent ingress/egress traffic impact that the proposed project will have. Therefore, no increased traffic impact from previous usage is expected.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

The Mt. Adams Transportation Service supported by Klickitat County has occasionally had a bus stop on the northeast corner of the site. The new project will allow a stop to remain using the northern access lane if desired by the County services.

c. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

No.

d. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

e. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates?

During construction of the RV Park, number trips per day would be in direct association with material and equipment deliveries and construction employees arriving/leaving the site. Post project completion could generate 3-4 trips per day per site with peak volumes occurring in the morning and evening hours (Per ITE guidelines).

f. Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No.

g. Proposed measures to reduce or control transportation impacts, if any.

None, as Simcoe Drive has an existing center turn lane to allow ingress/egress without impacting passing traffic.

#### 15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, others)? If so, generally describe.

Goldendale has a shortage of short and long-term housing. If the proposed Goldendale Energy Storage Project comes to fruition, the housing shortage will be greatly increased. Many of the construction force required to build such a project will stay in portable living quarters such as a RV or trailer. At full capacity, this project could add 100-200 occupants, which could have a minor impact on health care and school enrollment. Administration of the operation will include security measures / agreements to seek quality guests and minimize any increased police workloads.

b. Proposed measures to reduce or control direct impacts on public services, if any.

#### 16. Utilities

a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:

Electrical, natural gas, City water, City sanitary sewer and fiber optic internet services exist onsite.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

The proposed project will incorporate electrical, natural gas, City water, City sanitary sewer and fiber optic internet, garbage / recycling services.

## **C. Signature**

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

SEPA Responsible Offical

Type name of signee: Dustin Conroy, PE

Position and agency/organization: Pioneer Survey & Engineering

Date submitted: 4/20/2024



## PUBLIC NOTICE **APRIL 23, 2024**

#### STATE ENVIRONMENTAL POLICY ACT **Determination of Non-Significance**

**Date of Issuance:** 

April 23, 2024

Lead Agency:

City of Goldendale

**Agency Contact:** 

Pat Munyan

City Administrator, City of Goldendale

pmunyan@ci.goldendale.wa.us

(509) 773-3771

**Project Name:** 

Captain Jack Commons RV Park - SEPA Review

Description of Proposal: The RV site is a 4.75-acre area located in the southern half of Goldendale which was previously the site of a abandoned nursing home demolished in 2022. The site will contain 59 RV stalls reserved for short and long term recreational. In addition to the stalls the project will incorporate short-term use equine pens with a hay storage shed.

Location of Proposal:

PARCEL\_NUM: 04162133000100

LEGAL: TL 33 LESS PTN BY G-BLA 12-02 & PTN S OF DITCH IN SWSW; 21-4-16

Proponent:

City of Goldendale, 1103 S. Columbus Goldendale, WA 98620

Threshold Determination: The SEPA lead agency for this proposal has determined that this action is not likely to have a significant adverse impact upon the environment. Therefore, an Environmental Impact Statement is not required under RCW 43.21C.030(2)(C). The environmental review and SEPA threshold determination of this proposed action are based upon the environmental checklist and related information on file with the City. This information is available to the public on request. This DNS is issued under Washington Administrative Code 197-11-340. The applicant shall not begin work until after the appeal deadline has expired and any other necessary permits have been granted.

Comments: regarding this Determination of Non-Significance (DNS) should be directed to the SEPA Official at the address above. If conditions are added, deleted or modified during or following the 14-day comment period, a revised threshold determination will be issued.

Comment Deadline:

4:00 p.m., May 8, 2024

Appeal Procedure: Pursuant to RCW 43.21C.075(3) this DNS may be appealed by any agency or aggrieved person. Appeals must be filed with the City at the address above within twenty-one (21) calendar days of the date of issue. Any appeal must be accompanied by the applicable fees.

Responsible Official: Pat Munyan

Jeff Hunter Klickitat Co. Public Works 228 W. Main St. MS: CH-19 Goldendale, WA 98620

David Quesnel Klickitat Co. Prosecuting Attorney 205 S. Columbus Ave, MS: CH-18 Goldendale, WA 98620

Billi Bare Klickitat Co. Assessor 205 S. Columbus MS: CH-1 Goldendale, WA 98620

Yakama Indian Nation Tribal Council PO Box 151 Toppenish, WA 98948

WA State Department of Transportation P.O. Box 125 Goldendale, WA 98620

Goldendale School District 604 E Brooks Goldendale, Wa 98620

U.S. Forest Service 902 Wasco Ave. Hood River, OR 97031

Natural Resource Conservation District 1107 S Columbus Goldendale, Wa 98620

Rural Fire District #7 327 W Brooks Goldendale, Wa 98620

Lynn Ward Klickitat Co. Building Official 228 W. Main St. MS: CH-20 Goldendale, WA 98620 Lori Zoller Klickitat Co. Board of Commissioners 205 S. Columbus Ave. MS: CH-4 Goldendale, WA 98620

Jacob Anderson Klickitat Co. Board of Commissioners 205 S. Columbus Ave. MS: CH-4 Goldendale, WA 98620

Dan Christopher Klickitat Co. Board of Commissioners 205 S. Columbus Ave. MS: CH-4 Goldendale, WA 98620

Yakama Indian Nation Cultural Resources Johnson Meninick, Program Mgr PO Box 151 Toppenish, Wa 98948

Mo-chi Lindblad Klickitat Co. Planning Department 228 W Main St, MS: CH-17 Goldendale, Wa 98620

Marty Hudson Klickitat Co. Weed Board

martyh@klickitatcounty.org

Jamie Gardipe WA State Dept of Health

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WA State Dept. of Ecology SEPA Register sepaunit@ecy.wa.gov
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WA State Dept. of Transportation Jeff Barsness, Engineering Services 11018 NE 51<sup>st</sup> Circle Vancouver, Wa 98682

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WA State Dept. of Natural Resource SEPA Center PO Box 47015 Olympia, Wa 98504-7015 sepacenter@dnr.wa.gov

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## CITY OF GOLDENDALE **BOARD OF ADJUSTMENT** NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Goldendale Board of Adjustment will conduct a Public Hearing in the City of Goldendale Council Chambers the public can attend in person or via Zoom teleconferencing as follows:

> Date: May 9, 2024 Time: 6:00 pm

Phone Number: (415) 762-9988

Passcode: 373-290-5204

THE PURPOSE of said hearing is to hear all interested parties who wish to testify for or against the following proposal:

Application Type

Conditional Use (GMC 17.62)

**Applicant** 

Gene Callen

**Proposal** 

To use as a Recreational vehicle, motor

coach and equestrian neighborhood

Location

216 Simcoe Dr.

Tax Parcel Number

04162133000100

**Brief Legal Description** 

TL 33 LESS PTN BY G-BLA 12-02 & PTN S

OF DITCH IN SWSW: 21-4-16

The Goldendale Board of Adjustment may take action on this matter to approve. deny, approve with conditions, table or continue these issues to a set time and place.

Michael Hussey

Land use Administrator

City of Goldendale

## **AFFIDAVIT OF MAILING**

STATE OF WASHINGTON)
County of Klickitat )
I, <u>Michael Hussey</u> , being first duly sworn on oath, depose and say: That I am a citizen of the United States, a resident of said County of Klickitat, State of Washington, and am an adult.
That on April 22, 2022, I mailed with the Goldendale Branch of the United States Post Office, Notice of Public Hearing, stating the time and place of such hearing, the nature of the question to be heard, and that the notices were mailed prior to such hearing, of which the annexed is a full, true, and correct copy, to the persons on the attached list:
1113
Subscribed and sworn to before me this <u>22<sup>nd</sup></u> day of <u>April</u> , 2024.
Notary Public in and for the State of Washington, residing at Goldendale.
WHELLE ENOUGH

## AFFIDAVIT OF POSTING

STATE OF WASHINGTON) ) ss	
County of Klickitat )	
I, <u>Michael Hussey</u> , being first That I am a citizen of the United States, State of Washington, and am an adult.	duly sworn on oath, depose and say: a resident of said County of Klickitat,
That on 04-22-2024, I poste conspicuous place on or adjacent to the affected as described:	
Tax Parcel 04162133000100	
stating the time and place of Public Hea were posted not less than fourteen (14) annexed is a full, true, and correct copy	days prior to such hearing, of which the
	Miller
Subscribed and sworn to before me this	22 day of <u>Apr , 2024</u> .
HINGHELLE ENOUGH	Notary Public in and for the State of Washington, residing at Goldendale.

HEARING CITY OF GOLDENDALE BOARD OF ADJUSTMENT NOTICE IS HEREBY GIVEN that the Goldendale Board of Adjustment will conduct a Public Hearing in the City of Goldendale Council Chambers the public can attend in person or via Zoom teleconferencing as follows: Date: May 9, 2024 Time: 6:00 pm Phone Number: (415) 762-9988 Passcode: 373-290-5204 THE PURPOSE of said hearing is to hear all interested parties who wish to testify for or against the following proposal: Application Type: Conditional Use Applicant: Gene Callan Proposal: Request for a Recreational Vehicle, Motercoach, and equestrian neighborhood. Location:216 Simeoe Dr Parcel Number: Tax 04162133000100 Brief Legal Description: Lots 33 LESS PTN BY G-BLA 12-02 & PTN S OF DITCH IN SWSW; 21-4-16.

The Goldendale Board of

Adjustment may take ac-

tion on this matter to ap-

prove, deny, approve with conditions, table or continue

these issues to a set time

(1709)

and place.

Michael Hussey Building Official City of Goldendale

## **AFFIDAVIT OF PUBLICATION**

State of Washington
County of Klickitat

}ss

Naomi James, being first duly sworn on oath, deposes and says: That she is an agent of The Goldendale Sentinel, a weekly newspaper, which has been established, published in the English language, and circulated continuously as a weekly newspaper in the City of Goldendale, and in said County and State, and of general circulation in said County for more than six (6) months prior to the date of the first publication of the Notice hereto attached, and that the said Goldendale Sentinel was on the 18th day of June, 1941, approved as a legal newspaper by the Superior Court of said Klickitat County, and that the annexed is a true copy.

Notice of Public Hearing: Conditional Use Permit Gene Callan 216 Simcoe Drive

As it appeared in the regular and entire issue of said paper itself and not in a supplement thereof for a period of one week(s) commencing on the 24th day of April, 2024 and ending on the 24th day of April, 2024 and that said newspaper was regularly distributed to its subscribers during all of this period.

Naomi James

Agent

Subscribed and sworn to before me this 24th day of April, 2024.

MAR JOHN

(1709)

#### STAFF REVIEW

DATE:

April 22, 2024

TO:

City of Goldendale Board of Adjustment

FROM:

Michael Hussey, City Land Use Planner

RE:

Conditional Use Application # CU 2024-01

Applicant:

Gene Callen

38 Knight Rd.

Goldendale Wa. 98620

509-708-3750

Landowner: 04162133000100

#### PROJECT INFORMATION:

**REQUEST**: The Board of Adjustment is being asked to determine whether to allow a Conditional Use request for a Recreational Vehicle, Motorcoach, and equestrian neighborhood.

LOCATION: The legal description for the site is Tax Lots 33 LESS PTN BY G-BLA 12-02 & PTN S OF DITCH IN SWSW; 21-4-16. Commonly known as 216 Simcoe Dr.

LAND USE: C-2

ZONING:

The site is zoned Commercial (C-2)

#### STAFF COMMENTS:

- A public hearing notice was published in the Goldendale Sentinel on April 1. 24th, 2024. The site was posted on April 22, 2024 and the landowners within 200 feet of the boundary were notified by mail sent on April 22, 2024.
- 2. The proposal is to approve a Recreational Vehicle, Motorcoach, and equestrian neighborhood.
- The Land Use designation for the area surrounding this property is High-3. Density Residential and commercial use.

- 4. The current zoning for commercial lots has RV parks as outright use, but current ordnance requires a conditional use.
- 5. Utilities are available to the property, with adequately sized water and sewer lines on both Simcoe Drive.

#### ISSUES TO BE RESOLVED:

- 1. The issues that need to be addressed by the Board of Adjustment, with respect to the conditional use application include the following:
  - Is The proposal compatible with the comprehensive plan.
  - Is The proposal compatible with the purpose and intent of the said zoning district.
  - Is The proposal compatible with the surrounding neighborhood.
  - Will The traffic patterns Be severely impacted.
  - Are Public facilities available to serve the proposed development.
  - Could the proposal have detrimental effects on neighboring properties due to excessive noise, lighting, smells, bugs or other interferences with the said neighboring properties.
  - Prior Purchase agreement needs to be reviewed, to ensure the use is meeting the intent.

ATTACHMENTS:

Application Site Plan

**Environmental Checklist** 

## Facts and findings Captain Jack Commons RV Park

#### **Conditional Uses**

Fact. Chapter 17.22.020 principal use states (C-2) (Z). Recreational vehicle parks.

**Findings.** Ordinance NO. 1530 states 17.20.040 (D) Recreational Vehicle Park will be conditional use.

#### Fact. General Provisions 17.62.010

- A. Conditional uses shall be permitted only upon the approval of the board of adjustment, after due notice and a public hearing held in accordance with Section <u>16.08.250</u>.
- B. Permits for conditional uses shall be signed by the board of adjustment and shall stipulate conditions which may include time limits, provisions for front, side or rear yard requirements differing from the zoning ordinance, landscaping, off-street parking and any other conditions or safeguards that would uphold the spirit and intent of the zoning ordinance and mitigate adverse effect upon neighboring properties.
- C. The board of adjustment may require that the applicant for a conditional use provide the city with a performance bond to assure development of a conditional use with the restrictions and conditions specified by the board of adjustment on the conditional use permit.
- D. A conditional use permit shall expire at the end of one year from the time it is granted if the permitted use is not substantially established by that time. Any conditional use permit, if granted, shall pertain only to the specific use and specific property of the applicant.
- E. Any applicant desiring an amendment to an existing conditional use permit must comply with the procedures for approval as set forth in this title.
- F. Any conditional property use shall meet the minimum dimensional standards of the zone in which it is to be located as well as the minimum conditions listed in this chapter and in this title. (Ord. 1438 §2(part), 2014

**Findings.** Property was posted at 4 separate locations letters have been mailed to residents that live within 200 feet and posted in the newspaper under public notice.

## Facts. 17.62.020 Approval or denial

The board of adjustment may approve a conditional use permit application only upon finding that;

- A. The proposal is compatible with the comprehensive plan;
- B. The proposal is compatible with the purpose and intent of the said zoning district;
- C. The proposal is compatible with the surrounding neighborhood;

- D. Traffic patterns are could be severely impacted;
- E. Public facilities are available to serve the proposed development;
- F. The proposal has no detrimental effects on neighboring properties due to excessive noise, lighting or other interference with the said neighboring properties;
- G. The proposal has been designed to minimize adverse effects on neighboring properties;
- H. Landscaping materials are provided in sufficient quantities and locations to screen objectionable views, break up large parking areas, and present an aesthetically attractive appearance. (Ord. 1438 §2(part), 2014)

**Findings**, Not an outright use, is allowed with approval of conditional use. The property is surrounded by R-1, R3, MH and M-1. Traffic patterns should not be affected because ingress and egress locations are 500 feet from Columbus Ave and 250 feet from Bennet Dr to the East. Sewer Water and electricity are available at the property. Current fire hydrant will need to meet current code.

## Facts. Public hearing.16.08.250

- A. Notice is given by one publication in a newspaper of general circulation within the city at least ten days prior to the hearing;
- B. Written notice is mailed to all land owners within two hundred feet of the outside boundaries of the subject property at least ten days prior to the hearing; and
- C. The ten-day posting on the premises as required by statute have been provided. (Ord. 1259 §2(part), 1999

**Findings.** Property was posted at 4 separate locations letters have been mailed to residents that live within 200 feet and posted in the newspaper under public notice.

## Facts. 17.28.020-040, General provisions

- A. Applicability. Every recreational vehicle park in the city shall be located, constructed, altered, expanded and operated in compliance with this chapter.
- B. Exemptions. The provisions of this chapter shall not apply to mobile home parks, the continued operation of existing recreational vehicle parks.
- C. Administration. The city administrator hereinafter referred to as the administrator is vested with the authority to administer the ordinance codified in this chapter within the city limits and may prepare and require the use of such forms as are essential thereto. (Ord. 1438 §2(part), 2014
- A. General Procedure and Applicant's Responsibilities. The following general description of the recreational vehicle park approval procedures is intended to aid users of this chapter and those persons desiring to develop a recreational vehicle park in the city of Goldendale in understanding the

basic procedures, sequence of events, and responsibilities of the applicant in obtaining final approval of such.

- 1. Applicant calls city planning department and arranges a presubmission conference with the city administrator and other officials.
- 2. Presubmission conference is held and a preliminary sketch of the proposed recreational vehicle park is discussed. The applicant learns what the concerns and recommendations of the local officials are.
- 3. Applicant completes an application and has a binding site plan and landscaping plan prepared and then completes a SEPA environmental review checklist for the proposed park. If a conditional use permit is required within the zone the property lies within, then an application for a conditional use permit is also completed and submitted with the other documents.
- 4. Planning department routes the submittals to various agencies and departments for comments.
- 5. If a SEPA declaration of significance is issued, an environmental impact statement (EIS) is prepared by the applicant. If a declaration of nonsignificance is issued, an EIS is not required.
- 6. Upon completion of environmental review, the planning department prepares a report and recommendation.
- 7. If a public hearing by the board of adjustment for a conditional use is required, the planning department schedules a meeting with the board of adjustment thirty days in advance of the meeting. If the board of adjustment approves the conditional use permit, the binding site plan is forwarded to the council for its signature of approval.
- 8. If a conditional use permit is not required, the planning department schedules a meeting with the council for its review and disposition.
- 9. If the council approves the binding site plan, the applicant files it with the building department and begins construction of the park. Upon completion of construction, the building department issues an operational permit which authorizes the park to open for business.
- B. Presubmission Conference. Prior to the submission of a recreational vehicle park application, the developer or his representative shall contact the planning department to arrange a meeting with the subdivision review committee and other officials to discuss a preliminary sketch of the proposal. The purpose of the presubmission conference is to disclose potential problems. The conference should take place prior to detailed design work being accomplished. The administrator shall prepare a written summary of the conference to the applicant within three working days.
- C. Application Requirements. Recreational vehicle park applications shall be accompanied by a site plan prepared in accordance with the specifications for a binding site plan as described in the city of Goldendale subdivision ordinance. Construction of a recreational vehicle park shall not commence until the binding site plan is filed with the planning department. Each application for a recreational vehicle park shall contain the following information in clean and intelligible form:
- 1. The title and location of the proposed park, together with the name, addresses and telephone numbers of the record owner or owners of the land and of the application, and, if applicable, the names, addresses and telephone numbers of any architect, planner, surveyor, designer, engineer or

other person(s) responsible for the preparation of the application and/or binding site plan, and of any authorized representative of the applicant;

- 2. The proposed use or uses of the land and buildings;
- 3. A proposed binding site plan drawing or drawings at a scale of not less than one inch equal to two hundred feet, unless otherwise approved by the building department, which shall include or show:
- a. The location of all existing and proposed structures, including but not limited to buildings, fences, culverts, bridges, roads, railroads and streets;
- b. The boundaries of the property to be developed;
- c. All area, if any, to be preserved as buffers or dedicated to a public or private use for open space or public use;
- d. All existing and proposed easements;
- e. The location of all existing utility structures and lines;
- f. The existing and proposed water supply and sewage systems;
- g. All means of vehicular and pedestrian ingress and egress to and from the site and the size and location and direction of flow of driveways, streets, and roads, to include radii and curvature of proposed routes;
- h. The location and direction of flow of all drainage, stream or waterways when determined by the public works director to be sufficient in representing the topography of the entire tract and surrounding area;
- i. Where the public works director determines that contour lines are necessary to describe the topography, such contour lines shall be included at intervals approved by the public works director;
- 4. The existing zoning district of the proposed development site and any other zoning district within three hundred feet of the site:
- 5. Recreational vehicle park filing fees for a binding site plan review is two hundred dollars.
- D. Approval Procedures. Upon receipt of the application and binding site plan, the administrator shall affix a file number, enter date of receipt and forward copies to any applicable departments, agencies or individuals for review. Upon completion of review, the subdivision review committee may approve or conditionally approve a binding site plan which meets the minimum requirements of the recreational vehicle park standards; and shall deny a binding site plan that fails to meet such minimum requirements or which are in the judgment of the subdivision review committee detrimental to other properties or detrimental to public health, safety or welfare.
- E. Appeals. Any decision by the subdivision review committee may be appealed in writing to the planning commission by the applicant or any interested party within ten days after notice of decision of the subdivision committee. The planning commission shall act on appeal within thirty days after receipt of the notice of appeal and shall approve, conditionally approve or disapprove a binding site

plan when not acted upon or denied by the subdivision review committee within the time limits specified in Section 16.20.040.

- F. Council Action. Any decision by the planning commission relative to binding site plan may be appealed to the council by the applicant or any interested party within ten days after notice of the decision by the planning commission. The council shall, at its next regular meeting, set the date for consideration of the appeal at a public meeting. In reviewing an appeal, the council shall consider all matters submitted by the subdivision review committee and the planning commission, together with such other evidence as it deems relevant and shall either affirm or reverse the planning commission's decision.
- G. Compliance. The development of the recreational vehicle park shall be in conformance with the approved application and the binding site plan as finally approved and filed. Any development, use, or density which fails to substantially conform shall constitute a violation of the ordinance codified in this chapter as well as other applicable city ordinances as may pertain. The administrator may approve minor alterations if in his opinion the alterations do not substantially affect the original approval. When the administrator determines that the proposed alterations are of a substantial nature, the developer shall submit a new application to be processed in accordance with this section.
- H. Operation Permit. When the recreational vehicle park has been brought into compliance with the approved plan, the building department shall issue a permit to operate. The permit may be revoked by the building department after withdrawal by the owner or after public hearing if it is found not to be in compliance. (Ord. 1438 §2(part), 2014)

Findings. The purposed RV park plans meet all requirements of this chapter.

However if there are dependent RV's (no shower or restroom in RV), restrooms and shower facilities will need to be in place prior.

# Chapter 17.28 RECREATIONAL VEHICLE PARK STANDARDS

#### Fact. 17.28.010 Purpose.

- A. Recreational Vehicle Park. The recreational vehicle park is intended to accommodate the rental of space for individual trailers, campers, and motor homes. Mobile homes are not permitted. All utilities, streets and improvements therein remain under one ownership to comply with the conditions of development. These standards are deemed necessary to ensure uniform, coordinated development of the community and to assure the general health, safety, and welfare of the occupants of the homes that may be located within such a development.
- B. Zone Intent. Recreational vehicle park is a permitted use in general commercial (C-2), mixed commercial (C-3) or highway commercial (HC) zones. (Ord. 1473 §2, 2017)

**Findings** Although the code states it's a out right use refer to Ordinance NO. 1530 states 17.20.040 (D) Recreational Vehicle Park will be conditional use.

#### Facts. 17.28.060 Development standards.

- A. Layout. The general layout and requirements shall be site-specific and shall not exceed the following:
- 1. Setbacks shall observe the applicable zoning district requirements pertaining to setbacks from property lines and public roads. Additional setbacks and fencing may be required where a landscaped buffer is desirable to protect public safety, neighboring property or aesthetics.
- 2. Each recreational vehicle space shall have a minimum width of twenty feet.
- 3. Areas designated for placement of RVs or tents within the campsites shall be separated from adjoining campsites or interior park streets by a minimum of ten feet.
- 4. All dwellings and accessory structures shall be a minimum of twenty feet from any property line adjacent to residential zoned districts.
- B. Private Road Systems. The road system shall be designed to meet the requirements of the traveling public to include the following:
- 1. Recreational vehicle parks shall have access to an improved public road.
- 2. All park roads, access driveways, parking spaces, and unit spaces shall be on an adequate base, graded, and surfaced to facilitate drainage and to reduce dust and be constructed to minimum city standards.
- 3. One-way interior roads shall not be less than twelve feet wide. Two-way interior roads shall not be less than twenty-two feet wide.
- 4. Turns shall be adequately designed for recreational traffic.
- 5. Cul-de-sacs are not permitted.
- 6. RV sites shall be designed to allow easy parking and access of RVs.
- C. Parking. Parking spaces are necessary and required in addition to the actual parking spaces for recreational vehicles. The following shall apply:
- 1. Off-road parking spaces shall be a minimum ten feet by twenty feet in size.
- 2. Each campsite shall have a minimum one off-road parking space in addition to the area designated for parking of RVs or placement of tents, except for pull-through spaces.
- 3. A recreational vehicle park and its associated office shall have a minimum of the following additional off-road parking:
- a. Eight hundred square feet for registration;
- b. One space per employee.

- D. Sewage Disposal and Water Supply. All full service recreational vehicle parks shall discharge sewage into a sewage disposal system and shall have a public water system both approved by the jurisdictional health department. The following shall apply:
- 1. Each RV park which has twenty-five or more RV sites shall have adequate and conveniently located sewage dumping stations designed and developed to standards established by the jurisdictional health department.
- 2. Unless otherwise approved by the jurisdictional health department, minimum sanitary facilities required for dependent RV and tent use should be according to the following table:

Number of Sites	Toilets		Urinals Handw Sinks		ashing Sho		nowers	
	Men	Women	Men	Men	Women	Men	Women	
115	1	1	1	1	1	1	1	
1630	1	2	1	2	2	2	2	
3145	2	3	1	3	3	3	3	
4660	2	4	2	3	3	4	4	
6180	3	5	2	4	4	6	6	
81100	3	6	3	4	4	7	7	

- 3. Areas catering to only independent self-contained units should have, separated for each sex, at least one toilet, hand washing sink and shower for emergency use.
- 4. Water service risers shall be protected from freezing and shall not be located in such manner as to be contaminated by sewage. Sewer risers shall be capped when not in use and be constructed so as to prevent entrance of storm drainage.
- E. Solid Waste. The storage, collection, and disposal of solid waste in the RV parks shall be the responsibility of the park operator and be in conformance with the minimum functional standards set forth by the Washington State Department of Ecology and administered by the jurisdictional health department.
- F. Electrical and Other Hookups. Electrical hookups may be provided to each or any campsite in an approved recreational vehicle park. Other services, such as TV cable, may be permitted, but must be shown on the binding site plan and constructed in safe position. The following apply:
- 1. All shall be in compliance with applicable local and state codes.
- 2. All shall be in close proximity to the user and only one utility pedestal per campsite shall be permitted.

- 3. Adequate drainage shall be provided in proximity of hookups.
- G. Common Facilities, Recreation Areas, and Open Spaces.
- 1. Common facilities such as service buildings, water systems, sanitary sewage disposal facilities including septic tanks and drain fields, recreation space, open space, roads, paths, permanent buildings, and facilities for other general purposes shall be designed to accommodate the level of full potential use and occupancy of the recreational vehicle development.
- 2. Paths or trails to common facilities shall not interfere with or cross a recreational vehicle site, and shall consider pedestrian safety at those points where trails or paths intersect roads.
- 3. At least twenty-five percent of the total land area within a recreational vehicle park division shall be dedicated, in perpetuity, for open space.
- a. The amount of open space shall not include roads, but may include land devoted to common facilities or land left undeveloped or preserved.
- b. At least one-half of the open space must be suitable for active recreational pursuits.
- c. Such open areas and landscaping shall be continually and properly maintained. (Ord. 1438 §2(part), 2014)

**Findings.** If dependent RV's (no shower or restroom in RV) are allowed, restrooms and shower facilities will need to be in place prior.

#### FACTS, 6.08.030 Definitions.

"Fowl" where used in this chapter means laying hens for the purpose of egg production for the owner's home use.

"Large livestock" where used in this chapter means and includes horses and cattle

6.08.040 Minimum standards for livestock

Possession of livestock for individual domestic purposes not including commercial operation shall conform to the minimum standards below:

- A. File with the city a livestock management plan permit detailing how the property owner intends to meet the conditions listed in this section. The permit must be approved by the mayor and department heads. The permit is effective for a calendar year ending December 31st. Each year a new livestock management plan permit shall filed with the city.
- B. A minimum of **one acre of available property per three large livestock** or per six small livestock.
- C. Fencing shall be a nonpenetrable type, so as to reduce the nuisance impact on adjacent land uses. All fences shall be constructed and maintained in a structurally sound manner. Fences which are structurally unsound and/or hazardous are subject to abatement.

- D. All livestock shall be provided with shelter, natural or structural, from excessive weather sufficient to protect the size, type, and number of animals.
- E. Minimum care shall be provided that is sufficient to preserve the health and well-being of the animal such as a clean source of water, adequate feed to maintain proper body condition and weight and minimum health care within appropriate time periods.
- F. The owner of every animal shall be responsible for the removal or abatement of any excreta deposited by their animal(s) on public areas or private property. The animal owner shall further not permit such excreta or food supplies, on the owner's property or elsewhere,

to be or become a breeding place for insects or flies, to be or become unsanitary, or to give offensive odor.

- G. No tying, tethering, hobbling or hitching livestock on private property without permission other than the owners, on public walks or recreational areas.
- H. Exception: For any 4-H or FFA project or modification from the above conditions, the mayor and department heads may approve a variance from the above rules for a temporary period of time. (Ord. 1454 §2(part), 2015: Ord. 1403 §2(part), 20

#### 6.08.035 Prohibited animals

Roosters, **stallions**, bulls, swine, wild and exotic animals are strictly prohibited. (Ord. 1454 §2(part), 2015: Ord. 1403 §2(part), 2011. Formerly 6.08.050)

**Findings**, livestock permit required, only 3 horses per acre, holding lot dimensions need to be reviewed. Manure management, manure can become a breeding ground for flies and bugs, and food/water requirements for animals. Stallions are a prohibited animal within city limits. Noise odor and sound should also be taken into consideration.

AGENDA BILL:

G3

AGENDA TITLE:

REAL ESTATE PURCHASE AND SALE

AGREEMENT - GOODNOE STATION DEV

DATE:

MAY 21, 2018

ACTION REQUIRED	<b>D</b> :				
ORDINANCE		COUNCIL INFORMATION	DN	X	
RESOLUTION		OTHER			
MOTION	x	-:			•
review request amer City of Goldendale a committee reviewed attached letter from	ndments to t and Goodno the three re Goodnoe St	s recommended that the he real estate purchase e Station Development equested amendments, ation Development LLC agreement with amendn	and sale LLC. The found on and recor	agreement between contract oversithe 3 <sup>rd</sup> page of	een ight the

**FISCAL IMPACT:** 

**ALTERNATIVES:** 

STAFF RECOMMENDATION:

MOTION:

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF GOLDENDALE AND GOODNOE STATION DEVELOPMENT INCLUDING THE THREE AMENDMENTS FOUND IN THE ATTACHED LETTER.

GSD

May 18, 2018

Larry Bellamy, City Administrator Mike Canon, Mayor City Council Members of Goldendale 1103 S. Columbus Goldendale, Washington 98620

Subject: SOGO- The Old Mt. Adams Nursing Home

Dear Larry, Mayor and Members of the Council,

This letter communicates our process, options and proposal for the existing nursing home site.

#### INTRODUCTION

As you know, Goodnoe Station Development, LLC obtained a purchase option for the land and building located at 216 E Simcoe Drive; known to most as the old nursing home site. The deadline for exercising the purchase option was Monday, May 14, 2018. Our original desire was to abate the hazardous materials, renovate the existing building and add new market rate apartments on the south side of the site. We called this project SOGO.

After analyzing the existing building and renovation costs over the past six months, it became clear that reusing the old, abandoned structure is simply not cost-effective. The renovated building would first require a certified abatement of asbestos and black mold. After the abatement a new roof structure/insulation/membrane, new insulated windows, new electrical system per NEC and Washington State Energy code, replacement of plumbing located under the concrete slab, complete new finishes along with considerable new exterior site work would be required. We estimated the final project (hard + soft) cost for the renovation alone to be \$2,850,000. This equates to approximately \$158 per square foot. As promised in our initial proposal, we will certainly provide the general plan and associated cost of our renovation, if requested.

After moving past the renovation option, our next task was to price a demolition option. This, unfortunately, also requires a certified abatement before tearing the structure down and disposing properly. That said, we issued an invitation for bids for abatement and demolition and received four back. The bids ranged from approximately \$150,000 to \$220,000. From there, we used this basic cost to determine the actual cost of purchasing the land. If we divided \$150,000 by 4.5, the price per acre (\$33,334) is higher other parcels around the city; other sites that do not require the abatement and

demolition headache. Therefore, when analyzing the purchase option for both the "abatement + renovation" or "abatement + demolition" direction, the financial formula does not pencil.

Our project goals do reach beyond a simple financial gain. We would like to see this urban eyesore replaced with a nice project and we do see the need for more housing in Goldendale. With those goals in mind, there may be more options to improve the project pro forma.

## POTENTIAL FEDERAL OR STATE ABATEMENT GRANTS & LOANS

Grants and low interest loan funds have been available for brownfield abatement projects through the United States Environmental Protection Agency (EPA) Region X and through their sub-grant/low interest loan program which is administered through the State of Washington's Department of Commerce (DOC). We have had discussions with the respective EPA and DOC coordinators regarding the eligibility of the site.

The EPA's Region X guidelines for the next round of grant applications are published in November-December of 2018. We can request a notification of the new guidelines when they are available this winter and then can apply for a "cleanup" grant.

In addition, the EPA sub-grant program known as the "Brownfields Revolving Loan Fund" is funded and currently accepting applications. In order to become eligible for a Brownfield loan we would need to have a Phase Environmental Report done. This loan would potentially cover part of the cost of abatement, demolition and disposal of the existing structure.

Further, the DOC has recommended that we consider another program that they administer parallel with the Brownfield program, which is the Housing Trust Fund Program. We are considering crafting a potential project scope and business model to utilize a construction loan through this program that would be part of the capital structure that compliments a Brownfield loan.

In either of these cases the site must be entered into the Voluntary Cleanup Program and identified on the Department of Ecology's Confirmed and Suspected Contaminated Sites database to qualify.

As you know, these grant applications and government sponsored loan programs take considerable time and effort without any guarantee of successful funding. We do believe however, that this could be an option to help improve the project pro forma and worthy of pursuit.

## **PURCHASE AGREEMENT AMENDMENTS**

Based on the information above and our hope to bring new life to this site, Goodnoe Station Development, LLC will exercise the option to purchase based on the Purchase Agreement if we can obtain revisions to the agreement as stated below. We realize that constructing a successful project will take more investigation time and our holding, liability and future development costs need to be carefully considered. Therefore, our

SOGO project

offer to purchase includes a proposal to include the following amendments to the Purchase Agreement:

- 1. The City of Goldendale will waive the monthly water meter base fee until June 1, 2020 (24 months). If land owner has obtained a City of Goldendale construction permit before June 1, 2020 for a project other than abatement and demolition of the existing building, then the water base fee shall restart. If a permit has not been obtained before that date, City of Goldendale will review status of project and negotiate in good faith an extension of this waiver. If a short term water use is required such as one required by demolition of the existing building, that temporary water need may be used directly from the City's fire hydrant without restarting the water meter base fee.
- The City of Goldendale will waive up to ten (10) future water and sewer connection charges for a new development that could include any options allowed by zoning.
- 3. The City of Goldendale will participate, support and assist in a pursuit of hazardous material abatement grants and governmental loans to help in an effort to expedite the removal of the existing building.

#### **SUMMARY**

Thank you for being patient with our process. We sincerely hoped that solving this problem would be a simple task and we would quickly find an acceptable solution. Unfortunately, it is not. We anticipate finding a formula in the future that makes sense for this site, and our offer to purchase is built on that hope. If you decide to accept our request for amendments and include them in the purchase agreement, we promise to work hard towards solving this issue as soon as possible and appreciate the City's offer to help in the pursuit of Federal or State abatement assistance. If you decide to not accept our offer and keep the site, we will continue to share any information we have gathered to date on the building and site.

Sincerely,

Gene W. Callan, AIA

President

GOODNOE STATION DEVELOPMENT, LLC

## **OPTION TO PURCHASE**

In consideration of the sum of One Hundred Dollars (\$100.00), the receipt of which is hereby acknowledged, and due diligence to be performed by Purchaser, the CITY OF GOLDENDALE, Klickitat County, a Washington municipal corporation, herein called "Owner," hereby grants to GOODNOE STATION DEVELOPMENT, LLC, a Washington limited liability company, hereinafter called "Purchaser," an exclusive and irrevocable Option to Purchase the following described Real Property situated in Klickitat County, Washington, subject to the terms and conditions set forth herein:

See Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth for a legal description of the "Real Property."

- 1. Term of Option: This Option shall be for a period of One Hundred Eighty (180) calendar days, commencing on the date of this document, and shall continue until 5:00 p.m. on \_\_\_\_\_\_, 2018, and if not exercised before said time, this Option shall be at an end and of no further force or effect.
- 2. <u>Due Diligence</u>: Purchaser acknowledges receipt from the Owner of copies of that certain Asbestos Inspection Report regarding Mt. Adams Care Center from Asbestos Inspection Services dated 7-13-2013, that certain Polarized Light Microscopy Asbestos Analysis Report from Quantem Laboratories date received 7/10/2013 for the Mount Adams Care Center, and that certain Proposal from IRS Environmental of Portland, Inc., dated August 05, 2013, regarding the Asbestos Abatement @ Mt. Adams Care Center, 132 Simcoe Dr. Goldendale, WA. This Option to Purchase is granted for the purpose of the Purchaser performing due diligence regarding the Real Property. For the purpose of the Purchaser performing such due diligence, Owner grants to Purchaser permission, at its sole expense and risk, to enter the Real Property at reasonable times to conduct inspections concerning the Real Property and improvements, including but not limited to a Hazardous Substances Phase I Audit. Owner shall provide Purchaser keys to the Real Property and copies of all information, drawings, reports, photographs, appraisals, assessments and data regarding the Real Property in the possession of Owner. Owner and Purchaser agree that certain portions of the Real Property are in derelict and damaged condition and may contain environmental contaminants as well as mold. Purchaser may, at Purchaser's sole expense, perform invasive due diligence evaluation testing on and in the Real Property in order to perform all due diligence evaluations and tests that Purchaser judges to be necessary to its decisions about purchasing the Real Property. Purchaser shall make reasonable efforts to minimize damage to the Real Property but Owner expressly authorizes Purchaser to conduct examinations and tests that may result in non-structural damage. Purchaser shall use reasonable efforts to close or repair non-structural damage to the Real Property and shall repair any structural damage that occurs so

that the structural elements of the Real Property are functionally in as good condition as they were on the date of this Agreement. Subject to the provisions of this paragraph, Purchaser shall indemnify, hold harmless, and defend Owner from all claims, demands, judgments, fines, penalties, damages, liabilities, losses and expense of whatever kind or nature arising out of GOODNOE's or its contractor's or agent's performance of due diligence on the Real Property..

- 3. Price and Terms of Payment: The purchase price of the Real Property shall be One Hundred Dollars (\$100.00) payable in cash or collected funds at closing. The purchase of the Real Property shall be in accordance with the Real Estate Purchase and Sale Agreement attached hereto as "Exhibit B" and incorporated herein by reference as though fully set forth.
- 4. Exercise of Option: This Option may be exercised by Purchaser executing and delivering to Owner the Real Estate Purchase and Sale Agreement attached hereto as "Exhibit B" in duplicate on or before the termination of this Option. Upon receipt of such Real Estate Purchase and Sale Agreement prior to the termination of this Option, Owner shall promptly execute such Real Estate Purchase and Sale Agreement in duplicate and return a fully signed copy of such Real Estate Purchase and Sale Agreement to Purchaser.
- 5. <u>Closing of This Option As Exercised</u>: The sale and purchase hereunder shall be closed in accordance with the Real Estate Purchase and Sale Agreement attached hereto as "Exhibit B".
- 6. Assignability: Purchaser shall not assign this Option, or any part thereof, without the prior written consent of Owner, which consent will not be unreasonably withheld. Provided, however, Purchaser may assign this Option to any entity, which controls, is controlled by or is under common control with Purchaser, or to any entity resulting from the merger of or consolidation with Purchaser ("Purchaser's Affiliate"). In such case, any Purchaser's Affiliate shall assume in writing all of Purchaser's obligations under this Agreement, subject to the provisions of this paragraph 6. This Agreement shall not be assignable by operation of law.
- 7. <u>Binding Upon Successors</u>: Subject to the foregoing provisions relating to assignment, all the terms and conditions hereof shall inure to and be binding upon the Owner and Purchaser, their respective successors, legal representatives and assigns.
- 8. Attorney's Fees: In the event either party institutes an action to enforce the terms of this Option, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief allowed.

EXECUTED this	day of	2017
		OWNER:
		CITY OF GOLDENDALE, Klickitat County, a Washington Municipal Corporation  By
		MICHAEL A. CANON, MAYOR ATTEST:
		CONNIE BYERS, CITY CLERK/TREASURER
		ADDRESS: 1103 S. COLUMBUS GOLDENDALE, WA 98620
		PURCHASER:
		GOODNOE STATION DEVELOPMENT, LLC, a Washington Limited Liability Company
		GENEW CALLAN DESIDENT
		GENE W. CALLAN, PRESIDENT
		ADDRESS: 38 KNIGHT ROAD

GOLDENDALE, WA 98620

# EXHIBIT "A" LEGAL DESCRIPTION OF THE REAL PROPERTY

#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF THE PROPERTY

## New tax parcel 041621330000100 (Nursing Home Parcel)

That portion of the Southwest quarter of the Southwest quarter of Section 21, Township 4 North, Range 16 East, W.M. described as follows:

Beginning at a point on the North line of said Southwest quarter of the Southwest quarter of Section 21, which is east 437.6' from the Northwest corner of said Southwest quarter of the Southwest quarter of Section 21 and being the Northeast corner of a tract of land conveyed to Christ the King Lutheran Church by deed recorded in Volume 136 of deeds, page 337, Auditors file no. 109652; Thence South 670' more or less to intersect the south line of said Church property, extended East; Thence S87°48"E 458' more or less to the West line Wilbur Street as shown in the plat of Terminal

Thence S87°48"E 458' more or less to the West line Wilbur Street as shown in the plat of Terminal Addition to Goldendale, as recorded in Volume 1 of Plats, Page 17, extended south, said West line being the west line of Mountain View Addition to Goldendale, as recorded in Volume 4 of plats, page 21 and 22;

Thence North along said West line 670°, more or less, to the North line of said Southwest quarter of the Southwest quarter of Section 21; thence West along the North line of said subdivision to the point of beginning.

Except the North 33' for Simcoe Drive.

And Except that portion lying Southerly of the North line of the Twin Butte Drainage Ditch.

And Except the following described portion:

Beginning at the Northwest corner of Lot 1, Mountain View Addition to Goldendale, as recorded in Volume 4 of plats, page 21 and 22; thence south along the west line of said Lot 1 and Lot 2 220' more or less to the Southwest corner of said lot 2; thence west along the south line of said lot 2 extended west 39.88'; thence northerly 236.59' to the south line of Simcoe Drive to a point 42.41' west and 16.55' north of the point of beginning; thence east along said south line of Simcoe Drive 42.41' to the west line of said lot 1 extended North; thence south 16.55' to the point of beginning.

# EXHIBIT "B"

REAL ESTATE PURCHASE AND SALE AGREEMENT

## REAL ESTATE PURCHASE & SALE AGREEMENT

#### **PARTIES**:

SELLER:

CITY OF GOLDENDALE

a Washington municipal corporation

1103 S. Columbus Avenue Goldendale, WA 98620

(hereinafter referred to as "CITY")

PURCHASER:

GOODNOE STATION DEVELOPMENT, LLC,

a Washington limited liability company

38 Knight Road

Goldendale, WA 98620

(hereinafter referred to as "GOODNOE")

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2017.

#### RECITALS:

- A. CITY is the owner of certain Real Property in Klickitat County, Washington, and more particularly described on *Exhibit "A"* attached hereto and hereby incorporated by reference (the "Real Property" herein).
- B. GOODNOE desires to purchase the Real Property.

IN CONSIDERATION of the covenants herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>AGREEMENT TO SELL/PURCHASE; DESCRIPTION OF PROPERTY:</u>
Subject to the terms of this Agreement, CITY shall sell to GOODNOE, and GOODNOE shall purchase from CITY, the Real Property.

1.1. Real Property: "Real Property" shall mean the land, together with easements, rights of way, privileges and benefits appurtenant thereto, more fully described on Exhibit "A". The parties authorize the Closing Agent to correct and conform the legal description to the legal description identified on the preliminary commitment for title insurance ("Title Report" herein). The Real Property also includes any improvements located on the Real Property.

## 2. **PURCHASE PRICE: PAYMENT:**

2.1 <u>Real Property:</u> The purchase price for the Real Property shall be in the amount of \$100.00. The purchase price for the Real Property shall be paid in cash or collected funds at Closing.

## 3. <u>CONDITION OF TITLE AND TITLE INSURANCE:</u>

The status of CITY's title will be shown in a "Title Report" which shall consist of a Commitment to Insure Title for a standard owner's coverage title insurance policy issued by Klickitat County Title Company, which Title Report will be ordered by CITY or CITY's agent immediately upon execution of this Agreement by the last party to execute it. The cost for such policy shall be shared equally by the parties. Said Title Report shall have attached photocopies of all documents shown as encumbrances to CITY's title. Title shall be free of all encumbrances or defects, except those approved by GOODNOE, as set forth herein, and the following shall not be deemed encumbrances or defects: rights reserved in federal patents or state deeds; building or use restrictions general to the area, other than government platting and subdivision requirements; easements of record; and reserved oil and/or mining rights ("Permitted Exceptions"). GOODNOE shall be considered to have accepted the condition of title as shown in the Title Report unless GOODNOE provides notice of specific written objections within ten (10) business days after GOODNOE's receipt of the Title Report. Encumbrances to be discharged by CITY shall be paid from CITY's funds at Closing. If CITY is not able to provide insurable title in accordance with this Agreement and GOODNOE does not waive such exceptions to coverage that are not part of the Permitted Exceptions, this Agreement shall terminate and be of no force or effect. Promptly following Closing, CITY shall provide to GOODNOE at the shared expense of the parties a policy of title insurance pursuant to the Title Report, insuring title to the property subject only to the Permitted Exceptions and other exceptions set forth herein.

## 4. **OPTION AND CONDITION OF PROPERTY:**

- 4.1 Option: The parties acknowledge that GOODNOE was granted an Option to Purchase, during the term of which, GOODNOE had a full and complete opportunity to inspect and examine the Real Property and otherwise perform due diligence with respect to the Real Property.
- 4.2 "As-Is With All Faults": GOODNOE IS ACQUIRING THE REAL PROPERTY IN AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, AND IS NOT RELYING ON AND HEREBY WAIVES ANY WARRANTY OF MERCHANTABILITY, HABITABILTY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM CITY WITH RESPECT TO ANY MATTERS CONCERNING THE REAL PROPERTY including, but not limited to the physical condition of the Real Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuations; compliance by the Real Property with Environmental Law (defined below) or other laws, statutes. ordinances, decrees, regulations and other requirements applicable to the Real Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint, or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, or under the Real Property; the condition or existence of any above ground or underground structures or improvements, including tanks and transformers, in, on, or under the Real Property (collectively, the "Condition of the Property").
- 4.3 No Warranties: GOODNOE represents and warrants to the CITY that GOODNOE has not relied on and will not rely on, and CITY is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Real Property relating thereto made or furnished by the CITY, with the exception of any warranty of title rising from the Statutory Warranty Deed.

- 4.4 Assumption of Risk and Waivers: GOODNOE assumes the risk that Hazardous Substances or other adverse matters may affect the Real Property that were not revealed by GOODNOE's inspection, and GOODNOE waives, releases and discharges forever CITY and CITY's officers, employees and agents (collectively, "CITY Parties") from any and all present or future claims or demands, and any and all damages, losses, injuries, liabilities, causes of action (including, without limitation, causes of action in tort), costs and expenses (including, without limitation, fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which GOODNOE might have asserted or alleged against CITY arising from or in any way related to the condition of the Real Property or the alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Real Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) Losses for injury or death of any person, and (c) Losses arising under any Environmental Law enacted after transfer. The term "Environmental Law" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human life or the environment, including without limitation, the Resource Conservation Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Model Toxics Control Act, the Water Pollution Control Act, laws concerning above ground or underground storage tanks, and any similar or comparable state or local law. The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.
- 4.5 <u>Indemnification by GOODNOE</u>: GOODNOE shall indemnify, hold harmless and defend CITY from all claims, demands, judgments, fines, penalties, damages, liabilities, losses, costs, and expenses (hereinafter collectively referred to as "Claims") relating to or arising out of the following:

- 4.5.1 The release of any Hazardous Substance at or from the Real Property in violation of any Environmental Law caused by GOODNOE or its contractors or agents;
- 4.5.2 Any Claims for personal injury or property damage arising from or related to any acts of GOODNOE or its contractors or agents on the Real Property
- 4.6 <u>Due Diligence Reports and Materials:</u> GOODNOE shall provide to the CITY at closing copies of all reports and materials generated by or resulting from performance of due diligence regarding the Real Property by GOODNOE or its contractors or agents.
- 4.7 <u>No Limitation to Provisions of subsections 4.2, 4.3 and 4.4.</u> The indemnification provisions of subsection 4.5 above shall not in any way limit or modify the provisions of subsections 4.2, 4.3 and 4.4 above.
- 5. **POSSESSION:** GOODNOE shall be granted possession of the Real Property at the time of Closing.

#### 6. **DATE OF CLOSING AND CLOSING:**

The date of Closing of the purchase transaction shall be thirty days (30) days after execution of this Agreement by the last party to execute it, and shall be closed in the office of Klickitat County Title Company, 129 West Main St, Goldendale, WA 98620. The parties shall deposit with the closing agent all instruments and documents and monies necessary to complete the sale of the Real Property, which will include but will not be limited to an Excise Tax Affidavit, Statutory Warranty Deed, and Closing Escrow Instructions.

#### 7. **CLOSING COSTS:**

- 7.1. Closing Escrow Fees: The parties shall share equally in the closing escrow fees.
- 7.2. Real Estate Excise Tax: CITY shall be responsible for payment of real estate excise tax, if any.
- 7.3. <u>Title Insurance:</u> The parties shall share equally in the cost of the title insurance premium in connection with this transaction for the Real Property.
- 7.4. Recording Fees: Each party shall pay one-half of all recording fees.
- 7.5. Attorney Fees: Each party shall pay their own attorney fees in connection with this transaction.

7.6. Proration of Taxes: All real taxes and assessments payable in the year of closing shall be prorated as of the date of Closing.

## 8. THIRD PARTY RIGHTS:

No party other than CITY and GOODNOE and their successors and assigns, shall have any right to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of said parties, their heirs, personal representatives, successors or assigns, and not for the benefit of any other party.

## 9. **SPECIFIC PERFORMANCE:**

If CITY or GOODNOE defaults under this Agreement, the nondefaulting party may seek specific performance of this Agreement, damages, or any other remedy available at law or equity. In the event of a default, the parties acknowledge that it would be extremely difficult to measure the resulting damages.

## 10. **GENERAL PROVISIONS:**

- 10.1. Notices: Notices under this Agreement shall be in writing and may be delivered (1) personally; (2) by U.S. mail, certified or registered; (3) by a nationally recognized overnight courier service; or (4) by facsimile transmission, if a facsimile number has been provided by the party receiving notice, with a copy to be sent by U.S. first class mail. Mailed notices shall be deemed effective on the third day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address shown above. Couriered notices shall be deemed delivered when the courier's records indicate that delivery has occurred. Facsimile notices shall be effective when actually transmitted to the facsimile number provided. Either party may change its address for notices by written notice to the other.
- 10.2. Attorney's Fees: In the event of any dispute arising out of or relating to this Agreement, whether suit or other proceeding is commenced or not, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings or in bankruptcy (including without limitation any adversary proceeding or contested matter in any bankruptcy case), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney's fees.
- 10.3. <u>Documents:</u> Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the

- circumstances in order to accomplish the intents and purposes of this Agreement to carry out its provisions.
- 10.4. Computation of Time: Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. of the next business day. Any specified period of five (5) days or less shall include business days only.
- 10.5. <u>Time of Essence</u>: Time is of the essence of each and every provision of this Agreement.
- 10.6. <u>Legal and Tax Implications</u>: This Agreement affects legal rights and obligations and will have tax implications. If any party has any questions regarding this Agreement and any addendums, attachments or other related documents, such party should consult an attorney or tax advisor.
- 10.7. Covenants of Cooperation: Best Efforts to Close: The parties agree to cooperate with each other and to execute such additional documents and instruments, including escrow instructions, as may be reasonably required to consummate the transaction contemplated hereby. The parties shall each use their best efforts to satisfy any expressed or implied condition precedent to closing. No party will unreasonably withhold any cooperation necessary to bring about the closing of the transaction contemplated hereby.
- 10.8. <u>Counterparts/Facsimile:</u> This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile transmissions of any signed original document, and retransmissions of any signed facsimile transmissions, shall be the same as delivery of an original.
- 10.9. <u>Survival of Agreements:</u> The representations, covenants, agreements, warranties and indemnifications of this Agreement shall survive closing, except as otherwise expressly stated.
- 10.10. <u>Construction:</u> This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between the parties. The language and all parts of this Agreement shall, in all cases, be construed according to its fair meaning,

not strictly for, or against, any party, regardless of who drafted it. The headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement. Whenever the words "include", "includes", or "including" are used in this Agreement, they shall be deemed to be followed by the words, "without limitation". Any reference in this Agreement to gender shall include all genders, including the neuter. The words imparting any singular number shall include the plural and vice versa.

## 11. NO JOINT VENTURE:

No party is the agent, partner, or joint venture partner of the other.

## 12. ASSIGNABILITY:

GOODNOE shall not assign this Agreement, or any part thereof, without the prior written consent of CITY, which consent will not be unreasonably withheld. Provided, however, GOODNOE may assign this Agreement to any entity, which controls, is controlled by or is under common control with GOODNOE, or to any entity resulting from the merger of or consolidation with GOODNOE ("GOODNOE's Affiliate"). In such case, any GOODNOE's Affiliate shall assume in writing all of GOODNOE's obligations under this Agreement, subject to the provisions of this section 12. This Agreement shall not be assignable by operation of law.

13. WAIVER OF RECEIPT OF SELLER DISCLOSURE STATEMENT: GOODNOE hereby expressly waives the receipt of the seller disclosure statement as provided in RCW 64.06.010(7), except for the following disclosures of the "Environmental" section of the seller disclosure statement:

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EN	/TR	ON	M	ENT	AT.

C

ENVIRONMENTAL				
	[]Yes	[]No	[x] Don't know	A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
	[x] Yes	[] No	[] Don't know	B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
	[]Yes	[x] No	[] Don't know	C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
	[x] Yes	[] No	[] Don't	D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as

		know	asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
[] Yes	[] No	[ x] Don't know	E. Is there any soil or groundwater contamination?
[] Yes	[] No	[x] Don't	F. Has the property been used as a legal or illegal dumping site?
[] Yes	[x] No	know [] Don't know	G. Has the property been used as an illegal drug manufacturing site?
SELLER	<u>.</u>		
	GOLDENDA ton Municipa	•	
By MICH ATTEST:	IAEL A. CA	NON, MA	YOR
CONNIE I	SYERS, CIT	Y CLERK	TREASURER
ADDRESS GOLDENI	S: 1103 S. 6 DALE, WA 9	COLUMB 8620	ÜS
PURCHA	SER:		
	E STATION on Limited L		PMENT, LLC, empany
GENE W.	CALLAN, PI	RESIDENT	
ADDRESS GOLDEND	: 38 KNIG PALE, WA 9	HT ROAD 8620	*

## EXHIBIT "A" - Legal Description

#### EXHIBIT A

## LEGAL DESCRIPTION OF THE PROPERTY

## New tax parcel 041621330000100 (Nursing Home Parcel)

That portion of the Southwest quarter of the Southwest quarter of Section 21, Township 4 North, Range 16 East, W.M. described as follows:

Beginning at a point on the North line of said Southwest quarter of the Southwest quarter of Section 21, which is east 437.6' from the Northwest corner of said Southwest quarter of the Southwest quarter of Section 21 and being the Northeast corner of a tract of land conveyed to Christ the King Lutheran Church by deed recorded in Volume 136 of deeds, page 337, Auditors file no. 109652; Thence South 670' more or less to intersect the south line of said Church property, extended Bast; Thence S87°48"E 458' more or less to the West line Wilbur Street as shown in the plat of Terminal Addition to Goldendale, as recorded in Volume 1 of Plats, Page 17, extended south, said West line being the west line of Mountain View Addition to Goldendale, as recorded in Volume 4 of plats, page 21 and 22;

Thence North along said West line 670', more or less, to the North line of said Southwest quarter of the Southwest quarter of Section 21; thence West along the North line of said subdivision to the point of beginning.

Except the North 33' for Simcoe Drive.

And Except that portion lying Southerly of the North line of the Twin Butte Drainage Ditch.

And Except the following described portion:

Beginning at the Northwest corner of Lot 1, Mountain View Addition to Goldendale, as recorded in Volume 4 of plats, page 21 and 22; thence south along the west line of said Lot 1 and Lot 2 220' more or less to the Southwest corner of said lot 2; thence west along the south line of said lot 2 extended west 39.88'; thence northerly 236.59' to the south line of Simcoe Drive to a point 42.41' west and 16.55' north of the point of beginning; thence east along said south line of Simcoe Drive 42.41' to the west line of said lot 1 extended North; thence south 16.55' to the point of beginning.

5-5-24 Ween Sin This is in rejured to the proposed. RV site resking to be built on stimene leve al live at 32012th stet. My lungdoom wender lains at that piece of property Il do not look forward to terebeng at Stratting like the Stengeren RD property that has many longterm renters, graves ready & very little in the way laws a The way the way we I do not went something title like the pack on Columbus lither. Ever more pressing is the equestion part. Horses planot belong on small pieces of

realistate en i esty limiter. I de por want to soutch them standings in whiteed ex hat or edd, I so not want to see or smell piles of hay & markers that will enevitably paper level it do not went to battle the flees that will arrive with Horses mid space, Shilter end that is not in the sity lemits, seems like this would be a good money maken for the tun grounds Sincerely Just & Melinda Montjorney



Board of Adjustment Citizen Review Board City of Goldendale May 9, 2024 6:00 PM Meeting

The Goldendale Board of Adjustment meeting was called to order on Thursday May 9, 2024 at 6 pm.

6:00

**Board Members Present:** 

Member Lynn Ward (acting Chairman)

Chairman Sherry Carver Member Ray Dehart Member Lanae Johnson Member Diana Gallagher

Absent:

None

Staff Present:

Code Enforcement Officer Mike Hussey Finance Admin Assistant Shelly Enderby

Clerk Treasurer Sandy Wells

**Mayor Dave Jones** 

Declaration of Quorum is met.

Conditional Use Request 216 Simcoe, LLC CU#24-01

**PROJECT INFORMATION:** 

REQUEST: The Board of Adjustment is being asked to determine whether to allow a

Conditional Use request for a Recreational Vehicle, Motorcoach, and

equestrian neighborhood.

LOCATION: The legal description for the site is Tax Lots 33 LESS PTN BY G-BLA 12-02 & PTN S OF DITCH IN SWSW; 21-4-16. Commonly known as 216 Simcoe Dr.

LAND USE: C-2

**ZONING**: The site is zoned Commercial (C-2)

### **STAFF COMMENTS:**

- 2. A public hearing notice was published in the Goldendale Sentinel on April 24th, 2024. The site was posted on April 22, 2024 and the landowners within 200 feet of the boundary were notified by mail sent on April 22, 2024.
- 3. The proposal is to approve a Recreational Vehicle, Motorcoach, and equestrian neighborhood.
- 4. The Land Use designation for the area surrounding this property is High-Density Residential and commercial use.
- 5. The current zoning for commercial lots has RV parks as outright use, but current ordnance requires a conditional use.
- 6. Utilities are available to the property, with adequately sized water and sewer lines on both Simcoe Drive.

### ISSUES TO BE RESOLVED:

- 1. The issues that need to be addressed by the Board of Adjustment, with respect to the conditional use application include the following:
  - Is The proposal compatible with the comprehensive plan.
  - Is The proposal compatible with the purpose and intent of the said zoning district.

- Is The proposal compatible with the surrounding neighborhood.
- Will The traffic patterns Be severely impacted.
- Are Public facilities available to serve the proposed development.
- Could the proposal have detrimental effects on neighboring properties due to excessive noise, lighting, smells, bugs or other interferences with the said neighboring properties.
- Prior Purchase agreement needs to be reviewed, to ensure the use is meeting the intent.

Dustin Conroy gave a brief description of what was being proposed.

Public Comment: 6:05

Ken McKune – 519 E. Broadway – In favor of the RV park but more in favor of an assisted living facility that would be better use of the land. He hopes it works out for Mr. Callan.

Lori Geise - 1231 Bennett Dr - Not in Favor of conditional use application she owns 3 lots on the edge of the field and is concerned about the animals and the noise from the big trucks with generators.

Betty Penwell – 340 12<sup>th</sup> St Ct– Not in Favor of conditional use application she is worried about the noise and dust. This area has mostly seniors and her property value will decrease.

Paul Bryan – 1227 Bennett Dr– Not in Favor of conditional use application he has concerns over the noise and dust and the 6 foot fence that would impede the view of the mountains.

Shirley Eyerly – 1205 Bennett Dr– Not in Favor of conditional use application she has a beautiful apartment loves living in Goldendale and is very much against it. Would like to keep the peace and quiet. She would like to see something nice go in there.

Marie Lees – 328 12<sup>th</sup> St Ct– Not in Favor of conditional use application she is not happy with what is going on. She sees how the trailer parks look after a few years and is worried what will happen to her neighborhood. She does not want the RV park.

Avery Star – 1205 Bennett Dr– Not in Favor of conditional use application she is staying with her mother and is new to town. Thinks the area would make a nice town park. Wondered if there is an ordinance against having farm animals in town.

Online (Zoom) – Not in Favor of conditional use application it will butt up against senior living how will you stop the crime and drugs.

Lynn Ward stated public testimony was closing and will now have clarification of any public statement and rebuttal of the applicant. 6:18

Mike Hussey asked if there would be power hookups to keep the trucks from using their generators and that the setback from the property line was 20 feet.

Dustin Conroy confirmed that there will be no generators running and there would be a 6 foot privacy fence.

Lynn Ward said it was time for discussion by the board. You may be asked questions based upon your comments but there will be no more testimony at this point.

Lanae Johnson asked what type of fencing for the East, West and South sides.

Gene Callen – 38 Knight Rd -He said he isn't sure at this time but can say it will be a 6 foot privacy fence.

Diana Gallagher said she is bothered by the word neighborhood makes it seem like people will live there for the rest of their lives.

Gene Callan said it was for marketing the goal is to still put housing there someday it just doesn't pencil in right now. The idea of the neighborhood is that it's not just a parking lot there's some continuity of stall to open space. There will be 3 to 4 catch pens for horses to be taken out of the trailers to water and feed for the night. It will not be a big dusty arena. They will preserve the trees and have landscaping.

Diana Gallagher doesn't want to see people move in and stay long term it doesn't look good being a main street for our city.

Gene Callan said the pump storage project will dictate as far as overnight versus monthly for a few years. They are not after a mobile home housing development, it's a transitional RV place.

Ray Dehart asked if they have thought about Odor and flies.

Gene Callan said we have all been around horses and animal pens, it is all about how you maintain it. There is an acre of distance from the animal pens to the houses.

Sherry Carver said she was on the planning commission when they rewrote the zoning ordinance. The only reason they added livestock was because they still had homes in the city limits with livestock. Six small animals per acre or 3 horses. To take small livestock out of the formula would have made them noncompliant and those families have been here for years and eventually over time the property will become more valuable and that would phase out.

Lynn Ward asked if the restroom would be added at the beginning that's handicapped accessible.

Dustin Conroy said the code says if all the RV's have full facilities it's not required.

Sherry Carver asked Ray Mosbrucker if he had any RV's that pull in that are not self-contained.

Ray Mosbrucker said not many, but he was required to build a bathroom.

Sherry Carver asked Ray Mosbrucker the percentage on how full his RV park was.

Ray Mosbrucker said summertime gets repeat customers because they like this area and not too many people utilize their own bathrooms they use the bathrooms and showers provided.

Sherry Carver asked Ray Mosbrucker how wide his parking areas are and how many people run generators.

Ray Mosbrucker said he believes 24 to 25 feet and he has 20, 30 and 50 amps at all sites so there is no need to run generators.

Lanae Johnson asked what other things Ray Mosbrucker had to do for his application.

Sherry Carver said they are in two different zoning districts.

Dustin Conroy said the process has changed since Ray applied for his its now a conditional use process. Gene's would of gone through the same process if the ordinance had not passed.

Lynn Ward is still questioning the bathroom situation and why Ray had to do a bathroom and this application doesn't.

Sherry Carver wanted to comment back to the horses she doesn't see that happening in city limits just the RV park. The other RV park is next to the highway, this one would be in the heart as your coming into our city. Also worried about transient movement of people. Schools and Senior are in close proximity.

Ray Dehart's main concern is the many animals in the area with the smell.

Sherry Carver is concerned about people and going all hours of the night she asked Ray Mosbrucker if he had people coming and going all hours.

Ray Mosbrucker said yes, a lot come in late and leave early.

Lynn Ward asked Ray Mosbrucker how many of the 51 sites were full on a consistent basis.

Ray Mosbrucker said it was very seldom.

Emmett Granger – 336 12<sup>th</sup> St Ct came in late and argued that the meeting was advertised for 6:30 not 6:00 the board allowed him to speak for 3 minutes due to the misunderstanding he was Not in Favor of conditional use application he was speaking on behalf of his parents who have lived here for 21 years. He believes this is a very bad idea and there are better uses for that property that would benefit the city.

Diane Gallagher wondered how you will control the number of horses that will be there.

Mike Hussey asked the board to pay attention to how the conditions are set for code enforcement to be able to enforce things.

Lynn Ward said this would set a precedence in the future to allow someone else across the road to do the same thing.

Sherry Carver asked Gene what his long term plan is.

Gene Callan said he hopes this will turn into a multifamily project down the road.

Sherry Carver asked the mayor if he was on the city council when this condition was added and what was his thinking on this.

Mayor Dave Jones said he was in favor of it and had obvious fears of RV parks similar to cottonwood coming in and being unregulated and wanted to have control over that.

Sherry Carver worried about code enforcement having to police and who would be responsible for the horse manure.

Gene Callan said the operation would take it away and he said they would submit a management plan.

Shery Carver said she would make a motion to remove the horses and keep the rest of it a possibility.

Diana Gallagher said she would like to see this site turned into something nicer but would personally not want to live next to an RV park.

Sherry Carver is against adding anything to code enforcement.

Lanae Johnson wanted to speak up for the horse people, they know their surroundings and are very respectful because they want to come back.

Sherry Carver said we have an ordinance that we would be breaking by allowing the horses.

Lynn Ward asked if this proposal would fit in with the comprehensive plan in the location it's being proposed.

Sherry Carver said the comprehensive plan for the city is more permanent housing not temporary.

Lanae Johnson said that this might help him in the future because he will be able to get some revenue and then be able to put in housing.

Sherry Carver said they have to look at several things including the code enforcement situation, comprehensive plan, ordinances that already say 3 horses per acre and you cant say you have 4 acres when your trying to shove them into a little corner. Problem #1 is the Ordinance and #2 Code Enforcement.

Ray Dehart said since it will go before council anyways to make a motion to deny it tonight then it will go through the process before council.

**Motion:** To deny the application request.

**Action:** Motion to deny application, **Moved by** Ray Dehart, **Seconded by** Lanae Johnson.

AYES:

Acting Chairman Lynn Ward

Member Ray Dehart Member Sherry Carver Member Diana Gallagher

NAYES:

Member Lanae Johnson

<u>7:24</u>

Adjourned

# CITY OF GOLDENDALE BOARD OF ADJUSTMENT NOTICE OF LAND USE DECISION

## May 15, 2024

**NOTICE IS HEREBY GIVEN** that the below listed Applicant's request to use this property as a Recreational vehicle, motor coach and equestrian neighborhood has been denied by the City of Goldendale's Board of Adjustment. This action is final and conclusive unless an appeal is filed with the City Council within ten (10) days of the date of this notice.

**Application Type** 

**Conditional Use** 

**Applicant** 

Gene Callan

Location

216 Simcoe Dr

Tax Parcel Number

04162133000100

**Brief Legal Description** 

TL 33 LESS PTN BY G-BLA 12-02 & PTN S

OF DITCH IN SWSW; 21-4-16

SEPA determination

Non-Significant

Michael Hussey

Land use Administrator

City of Goldendale

## **AFFIDAVIT OF MAILING**

STATE OF WASHINGTON)
) ss County of Klickitat- )
I, Shelly Enderby , being first duly sworn on oath, depose and say: That I am a citizen of the United States, a resident of said County of Klickitat, State of Washington, and am an adult.
That on May 16, 2024, I mailed with the Goldendale Branch of the United States Post Office, Notice of Land Use Decision, stating the results of the public hearing, and that the notices were mailed not less than fourteen (14) days after such hearing, of which the annexed is a full, true, and correct copy, to the persons on the attached list:
Shelly Enderby 5-16.24
Subscribed and sworn to before me this day of Muy, 2024.
Notary Public in and for the State of Washington, residing at Goldendale  No. 21022

## **AFFIDAVIT OF POSTING**

STATE OF WASHINGTON)
) ss County of Klickitat )
I, <u>Shelly Enderby</u> , being first duly sworn on oath, depose and say: That I am a citizen of the United States, a resident of said County of Klickitat, State of Washington, and am adult.
That on the16day ofMay, 2024, I posted " <b>Notice of Land Use Decision</b> " in the manner required by the Goldendale Municipal Code in a conspicuous place on or adjacent to the lot, or other land or building affected known as:
Legal description: TL 33 LESS PTN BY G-BLA 12-02 & PTN S OF DITCH IN SWSW; 21-4-16
Assessor Parcel number: 04162133000100
Commonly known as <u>216 Simcoe Dr</u> , Goldendale, WA, stating the " <b>Notice of Land Use Decision</b> " set forth by the Goldendale Board of Adjustment.
Shelly Enderby 5-16.2024 City Employee Date
Subscribed and sworn to before me this day of May, 2024
Notary Public in and for the State of Washington, residing at Goldendale

NOTICE OF LAND USE DECISION CITY OF GOLDENDALE **BOARD OF ADJUSTMENT** May 15, 2024 NOTICE IS HEREBY GIVEN that the below listed Applicant's request to use this property as a Recreational vehicle, motor coach and equestrian neighborhood has been denied by the City of Goldendale's Board of Adjustment. This action is final and conclusive unless an appeal is filed with the City Council within ten (10) days of the date of this notice. Application Type: Conditional Applicant: Gene Callan Location: 216 Simcoe Dr Parcel Number: 04162133000100 Brief Legal Description: TL 33 LESS PTN BY G-BLA 12-02 & PTN S OF DITCH IN SWSW; 21-4-16 SEPA determination: Non-Significant Michael Hussey Land use Administrator City of Goldendale (2108)

## AFFIDAVIT OF PUBLICATION

State of Washington
County of Klickitat

}ss

Naomi James, being first duly sworn on oath, deposes and says: That she is an agent of The Goldendale Sentinel, a weekly newspaper, which has been established, published in the English language, and circulated continuously as a weekly newspaper in the City of Goldendale, and in said County and State, and of general circulation in said County for more than six (6) months prior to the date of the first publication of the Notice hereto attached, and that the said Goldendale Sentinel was on the 18th day of June, 1941, approved as a legal newspaper by the Superior Court of said Klickitat County, and that the annexed is a true copy.

Notice of Land Use Decision: Board of Adjustment Conditional Use Permit Gene Callan

As it appeared in the regular and entire issue of said paper itself and not in a supplement thereof for a period of one week(s) commencing on the 22nd day of May, 2024 and ending on the 22nd day of May, 2024 and that said newspaper was regularly distributed to its subscribers during all of this period.

Naomi James

Agent

Subscribed and sworn to before me this 22nd day of May, 2024.

MARZE MARKET (2108)

NOTARY

OBLIC

OB-08-208-10

NOTARY

OB-08-208-10

## **Shelly Enderby**

From:

naomi@goldendales entinel.com

Sent: To: Monday, May 20, 2024 10:27 AM Shelly Enderby; 'Goldendale Sentinel'

Subject:

[EXTERNAL] RE: City of Goldendale

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

Good morning,

Your legal notice is received and will publish 5/22 as requested.

Thank you!

Naomi James

The Goldendale Sentinel 509-773-3777

From: Shelly Enderby <senderby@ci.goldendale.wa.us>

Sent: Wednesday, May 15, 2024 4:52 PM

To: Goldendale Sentinel < legals@goldendalesentinel.com>

Subject: City of Goldendale

Please publish the attached Notice of Land Use Decision on May 22, 2024 and send a conformation that you received this.

Thanks,

Shelly Enderby Finance Administrative Assistant City of Goldendale 509-773-3771



# Proneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

May 16, 2024

City of Goldendale Sandy Wells 1103 S Columbus Goldendale, WA 98620

Re: Captain Jack Commons RV Park

Dear Ms. Wells:

The Board of Adjustment voted to deny the Conditional Use Permit for the Caption Jack Commons RV Park on May 9, 2024. The applicant, 216 Simcoe, LLC, would like to appeal the decision per Goldendale Municipal Code 17.64.070. Please consider this letter the request to appeal against the decision to the City Council.

Attached is a check with the appeal fee in the amount of \$100.00.

Please contact me with any comments or questions.

Sincerely,

Dustin Conroy, PE/PLS

DC/blc 21-046

Attachments



Receipt Number:

14508

One Hundred and 0/100's Dollars

Received From:

Pioneer Surveying and Engineering 125 E Simcoe Dr GOldendlae, WA 98620

Printed By

traci

Check

1425

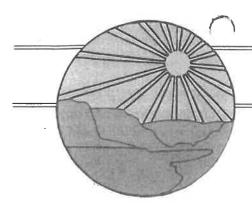
\$100.00

Amount \$100.00

Receipt Number: 14508

5/16/2024 Date

Appeal fee paid to City of Goldendale



# CITY OF GOLDENDALE

1103 SOUTH COLUMBUS GOLDENDALE, WASHINGTON 98620 509-773-3771

May 20, 2024

Pioneer Surveying and Engineering 125 Simcoe Drive Goldendale, WA 98620

RE: Appeal of Board of Adjustment Decision dated May 16, 2024

Dear Mr. Conroy:

The City has received a notice of appeal submitted on behalf of Captain Jack Commons RV Park dated May 16, 2024.

The requirements of a notice of appeal are set forth at GMC 17.58.540(4). A notice of appeal must contain a statement of the grounds for appeal, the facts upon which the appeal is based, as well as an attestation by the appellant that they have read the appeal and believe the contents to be true.

The City will accept the appeal as timely but incomplete pending the submittal of all information required by GMC 17.58.540(4). When a complete notice of appeal is received by the City, the City will schedule a closed record hearing before the City Council.

If you have any questions, please do not hesitate to contact me at 509-773-3771.

Sincerely,

Larry Bellamy

City of Goldendale

## CITY OF GOLDENDALE BOARD OF ADJUSTMENT

In Re: Captain Jack Commons RV Park

No. CU 2024-01

Findings on Conditional Use Application

## I. FINDINGS OF FACT

- 1. The City received an application to construct a 59-unit recreational vehicle ("RV") park for short- and long-term RV and equine living-quarters/trailers on a 4.75 acre site adjacent to Simcoe Drive.
- 2. A legal description of the property is: Tax Lots 33 LESS PTN BY G-BLA 12-02 & PTN S OF DITCH IN SWSW; 21-4-16.
  - 3. The property at issue is zoned General Commercial District (C-2).
- 4. The City issued a SEPA threshold determination of nonsignificance on April 23, 2024, which was not appealed.
- 5. The City's planning staff have determined that the application materials are complete and that the project as proposed meets the requirements set forth in the GMC for RV parks, including the development standards at GMC 17.28.060.
- 6. Pursuant to Ordinance 1530, RV parks are a conditional use in the C-2 zoning districts.

Findings on Conditional Use Application No. CU 2024-01 - 1

- 7. A conditional use permit ("CUP") is a Type III land use permit adjudicated by the Board of Adjustment. GMC 17.58.040 (C)(3).
- 8. A CUP must be processed in accordance with Ch. 17.62 GMC. Pursuant to GMC 17.62.020, the Board of Adjustment may approve a CUP only upon finding as follows:
  - A. The proposal is compatible with the comprehensive plan;
  - B. The proposal is compatible with the purpose and intent of the said zoning district;
    - C. The proposal is compatible with the surrounding neighborhood;
    - D. Traffic patterns are not severely impacted;
  - E. Public facilities are available to serve the proposed development;
  - F. The proposal has no detrimental effects on neighboring properties due to excessive noise, lighting or other interference with the said neighboring properties;
  - G. The proposal has been designed to minimize adverse effects on neighboring properties;
  - H. Landscaping materials are provided in sufficient quantities and locations to screen objectionable views, break up large parking areas, and present an aesthetically attractive appearance.
- 9. Following public notice, the Board of Adjustment convened an open record public hearing on CU 2024-01 on May 9, 2024. The Board of Adjustment

considered the SEPA checklist, the application materials, the staff report prepared by the City.

- 10. At the open record public hearing on May 9, 2024, the Board of Adjustment also heard public comment on CU 2024-01 from the following members of the public: Ken McKune, Lori Geise, Betty Penwell, Paul Bryan, Shirley Eyerly, Marie Lees, Avery Star, and Eric Granger. The Board of Adjustment also received testimony and information from the project proponent, Gene Callan.
- 11. Pursuant to GMC 17.64.050 and .080, the Board of Adjustment must make written findings relevant to its decision to approve or deny a CUP.

  Accordingly, the Board of Adjustment finds as follows:
  - A. The Comprehensive Plan designation of the property at issue is Commercial. CUP 2024-01 proposes uses with a residential and commercial aspect, and is generally consistent with the Comprehensive Plan designation.
  - B. The purpose of the C-2 zoning classification is to provide for "medium density zoning classifications suitable for retailing and other commercial services" to serve the greater Goldendale area. Most residential uses are permitted outright in the C-2 zoning classification. The Board of Adjustment considers this to be a neutral factor because the proposed RV park with equestrian facilities is not a traditional commercial service.
  - C. The surrounding property is zoned commercial and high density residential. The property is surrounded by residential uses. Particularly with regard to the equestrian component of the proposal, the project not compatible with the surrounding neighborhood. The project will result in additional movements and traffic associated with short-term stays. The project will have an adverse affect on surrounding residential uses.
    - D. The proposal will not severely impact traffic patterns.

- E. Existing public facilities are available to support the project.
- F. The project is likely to have detrimental effects on neighboring properties due to noise, odor, and dust associated with equestrian facilities of the project.
- G. The project has not been designed to minimize adverse impacts on neighboring properties due to the existence of equestrian facilities.
- H. Landscaping materials are proposed in sufficient quantities and locations to screen objectionable views, break up large parking areas, and present an aesthetically attractive appearance.

## II. DECISION

Because the Board of Adjustment finds that the project does not meet the requirements of GMC 17.62.020(C), (F) and (G), CUP 2024-01 is denied.

day of

DATED this day of _	, 2027.	
	Sherry Carver, Chair	

DATED this

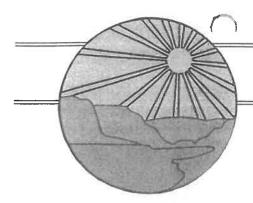
#### II. DECISION

Because the Board of Adjustment finds that the project does not meet the requirements of GMC 17.62.020(C), (F) and (G), CUP 2024-01 is denied.

DATED this 24 day of Lun

Sherry Caryen Chair

Findings on Conditional Use Application No. CU 2024-01 - 3



## CITY OF GOLDENDALE

1103 SOUTH COLUMBUS GOLDENDALE, WASHINGTON 98620 509-773-3771

June 27, 2024

Dustin Conroy Pioneer Surveying and Engineering 125 Simcoe Drive Goldendale, WA 98620

RE: Appeal of Board of Adjustment Decision dated May 16, 2024 Captain Jack Commons RV Park

Dear Mr. Conroy:

As a follow up to the City's letter to you regarding the acceptance of an appeal, pending the preparation of the Findings of Fact and Decision by the City. Please see attached.

The requirements of a notice of appeal are set forth at GMC 17.58.540(4). A notice of appeal must contain a statement of the grounds for appeal, the facts upon which the appeal is based, as well as an attestation by the appellant that they have read the appeal and believe the contents to be true.

The City had previously accepted the appeal as timely but incomplete pending the submittal of all information required by GMC 17.58.540(4). Now that the City has produced the Findings of Fact and Decision, the time for appeal will be fourteen calendar days from the date of this letter. The time of filing an appeal will be July 12, 2024.

When a complete notice of appeal is received by the City, the City will schedule a closed record hearing before the City Council.

If you have any questions, please do not hesitate to contact me at 509-773-3771.

Sincerely,

Larry Bellamy

City of Goldendale



### Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

July 11, 2024

City of Goldendale Sandy Wells 1103 S Columbus Goldendale, WA 98620

Re: Captain Jack Commons RV Park Conditional Use Permit Appeal

Dear Ms. Wells:

The Board of Adjustment voted to deny the Conditional Use Permit for the Caption Jack Commons RV Park on May 9, 2024. The applicant, 216 Simcoe, LLC, is appealing the decision as per Goldendale Municipal Code 17.64.070. Please note the notification of appeal was sent and fee paid before the ten-day deadline and thus constitutes a valid appeal to the land use decision to the Goldendale City Council.

### The foundation of the appeal is based on the following:

- 1. The Board of Adjustment did not follow the required parliamentary meeting rules and protocol. The municipal code requires that in all other matters the board shall proceed according to its own rules of order for the conduct of business and shall file its rules of order with the city clerk-treasurer. We believe these rules were not followed. For example:
  - a. Public comments were allowed after the public comment period was closed.
  - b. Members of the Board of Adjustment asked random questions of the audience during their internal review without allowing rebuttal from the applicant.
  - c. Members of the Board of Adjustment used a direct competitor of the proposed project and a member of the audience as a resource for information about the applicant's project on at least seven different occasions as documented in the meeting minutes.
- 2. The City of Goldendale staff's Finding of Facts were not provided to the applicant prior to the meeting nor was the staff requested to verbally present their findings and recommendation for approval or denial to the applicant and Board of Adjustment.
- 3. The applicant submitted a complete State Environmental Policy Act (SEPA) Report as a part of the Conditional Use application. The results of the City's review of that document were not mentioned or documented in the Board of Adjustment meeting. Additionally, the applicant received, and paid an invoice from Klickitat County for the review of that SEPA report.
- 4. The Board of Adjustment did not provide any code related reason(s) for the denial. In fact, the City's report which was provided to the applicant after the meeting, show the

- application is consistent with current City ordinances and does not provide any merit for denial by the Board of Adjustment.
- 5. The Board of Adjustment seemed to believe that the prior purchase agreement of the land required the applicant to build housing. This is false. This is privately owned land without deed restrictions or development requirements. Although not required or applicable by this process, the applicant explained the history of the land acquisition, the demolition and removal of the hazardous materials and the site's existing clean bill of health. In addition, it was explained that the applicant's team has studied a variety of housing concepts on the site for approximately two years, but construction pricing and local rental rates make it not financially feasible at this time.
- 6. The Board of Adjustment's vote seemed to be sensitive to the few neighbors that do not want anything built on the site as they appreciate the green, open land with an urban deer herd. This land is not designated as a city park or open space. It is zoned General Commercial (C2). Principal, outright permitted uses include such things as grocery stores, tavern-bars, auto repair shops, auto dealerships, tire centers, motel-hotels, gas station with mini-marts, electrical substations, mini-storage units or paved parking lots. This application has stipulated that a 6' high, opaque privacy fence will be built on the eastern, southern and western properly lines.
- 7. When the land was acquired by the Applicant from the City of Goldendale, an RV Park was a "Principal-outright permitted" use. Today, the City of Goldendale's Municipal Code found online still lists an RV Park as an outright permitted us.
- 8. The Board of Adjustment was concerned with noise from the new project. The council is reminded that Simcoe Drive is a major arterial. This project will not change, for better or worse, the vehicular noise present from Simcoe.
- 9. The Board of Adjustment seemed confused and concerned with the equestrian elements of the project. The municipal code has an ordinance (Chapter 6.08) that lists requirements for permanent location of livestock within the City. This ordinance excludes commercial and thus outright allows temporary holding of animals in such projects like a veterinarian clinic. (A veterinarian medical clinic is an outright allowed principal use in the C2 zone.) Although not required, the applicant welcomes the opportunity to submit an animal management plan specific to this project. A summary of that plan will include:
  - a. The incorporation of four small, short-stay horse ketch pens for guests traveling through the area. Pens will be built five feet high with heavy-duty secured fencing with metal gates. The maximum number of horses penned at one time on the site will be 8. (Chapter 6.08 allows this project to graze up to 14 head of livestock if it was simply a fenced pasture.) These secured pens will be located in a central location of the site more than 150' from the nearest neighbor. The short-stay will be defined as up to seven calendar days.
  - b. A small, enclosed hay shed to store feed for the guest horses.
  - c. An agreement to limit overnight stay to horses. No stallions, cattle, sheep, exotic animals, or fowl animals will be allowed.
  - d. No horseback riding around or off site will be allowed.
  - e. No outside farrier or equine care allowed on site other than minor care provided by the owner of animal(s).
  - f. No veterinarian medical services will be provided on site unless in an emergency where the life of animal is at stake.

### g. An agreement to promptly remove any manure from the pens.

The Project Engineer and Applicant, 216 Simcoe, LLC, attests that they have read the appeal, and Findings of Fact.

Project Consultant & Engineer,

Dustin Conroy, PE

Pioneer Survey & Engineering

Applicant,

Gen Callan, President

216 Simcoe, LLC

### Chapter 17.62 CONDITIONAL USES

### Sections:

17.62.010 General provisions.

17.62.020 Approval or denial.

17.62.030 Appeal from board decisions.

### 17.62.010 General provisions.

- A. Conditional uses shall be permitted only upon the approval of the board of adjustment, after due notice and a public hearing held in accordance with Section <u>16.08.250</u>.
- B. Permits for conditional uses shall be signed by the board of adjustment and shall stipulate conditions which may include time limits, provisions for front, side or rear yard requirements differing from the zoning ordinance, landscaping, off-street parking and any other conditions or safeguards that would uphold the spirit and intent of the zoning ordinance and mitigate adverse effect upon neighboring properties.
- C. The board of adjustment may require that the applicant for a conditional use provide the city with a performance bond to assure development of a conditional use with the restrictions and conditions specified by the board of adjustment on the conditional use permit.
- D. A conditional use permit shall expire at the end of one year from the time it is granted if the permitted use is not substantially established by that time. Any conditional use permit, if granted, shall pertain only to the specific use and specific property of the applicant.
- E. Any applicant desiring an amendment to an existing conditional use permit must comply with the procedures for approval as set forth in this title.
- F. Any conditional property use shall meet the minimum dimensional standards of the zone in which it is to be located as well as the minimum conditions listed in this chapter and in this title. (Ord. 1438 §2(part), 2014)

### 17.62.020 Approval or denial.

The board of adjustment may approve a conditional use permit application only upon finding that:

A. The proposal is compatible with the comprehensive plan;

6/2B24, 17:he proposal is compatible with the purpose and intention the paid soning district;

- C. The proposal is compatible with the surrounding neighborhood;
- D. Traffic patterns are not severely impacted;
- E. Public facilities are available to serve the proposed development;
- F. The proposal has no detrimental effects on neighboring properties due to excessive noise, lighting or other interference with the said neighboring properties;
- G. The proposal has been designed to minimize adverse effects on neighboring properties;
- H. Landscaping materials are provided in sufficient quantities and locations to screen objectionable views, break up large parking areas, and present an aesthetically attractive appearance. (Ord. 1438 §2(part), 2014)

### 17.62.030 Appeal from board decisions.

All appeals of any decision by the board of adjustment shall be made in accordance with Section 17.64.060. (Ord. 1438 §2(part), 2014)

The Goldendale Municipal Code is current through Ordinance 1537, passed April 15, 2024.

Disclaimer: The city clerk's office has the official version of the Goldendale Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: http://www.ci.goldendale.wa.us/

City Telephone: (509) 773-3771

Code Publishing Company

AGENDA TITLE: CONSENT AGENDA

DATE:

AUGUST 19, 2024

ACTION REQUIRED:	
ORDINANCE	COUNCIL INFORMATION X
RESOLUTION	OTHER
MOTIONX	

### **EXPLANATION:**

The consent agenda includes the following:

Minutes of the August 5, 2024 regular council meeting, first pay period August checks #58545 - 58554, 901795, direct deposit 8/7/2024 in the amount of \$97,605.08, August 15, 2024 claims checks #58539 - 58544, 58555 - 58599, 901797 - 901802 in the amount of \$427,045.97.

### FISCAL IMPACT:

Payroll checks in the amount of \$97,605.08, claims checks in the amount of \$427,045.97.

### **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 August 5, 2024 6:00 PM

Mayors for a day Gracelynn and Gunner Littlewolf called to order the regular meeting of the Goldendale City Council followed by the Pledge of Allegiance.

### **ROLL CALL**

**Council Present:** Mayor Dave Jones (Not voting), Mayors for a day Gracelynn and Gunner Littlewolf (Not Voting), Council Member Steve Johnston, Council Member Andy Halm, Council Member Loren Meagher, Council Member Miland Walling, Council Member Ellie Casey, Council Member Danielle Clevidence, Council Member Theone Wheeler

**Staff Present (Not Voting):** City Administrator Sandy Wells, Clerk Treasurer Shelly Enderby, Police Chief Mike Smith, Fire Chief Noah Halm

### CLOSED PUBLIC COMMENT

NO COMMENT

### AGENDA AND CONSENT AGENDA

**Motion:** I move to approve the agenda and consent agenda and add the Wildlife Fuel Reduction Project and Owner Agreement, **Action:** Motion, **Moved by** Council Member Theone Wheeler, **Seconded by** Council Member Danielle Clevidence.

Ayes: Council Member Theone Wheeler, Council Member Steve Johnston, Council Member Andy Halm, Council Member Danielle Clevidence, Council Member Ellie Casey

Nays: None

Abstain: Council Member Loren Meagher, Council Member Miland Walling

Motion Passed (summary: Aves = 5 Navs =0, Abstain =2)

### **PRESENTATIONS**

NO PRESENTATIONS

### **DEPARTMENT REPORTS**

**Fire Chief Noah Halm,** Took mayor for a day on a tour of the fire department and a ride in a fire truck. We had a truck, 2 EMT's in the command vehicle, and attack tender 6131 at the Big Horn Fire in Bickleton. We will be getting paid around \$18,000 from the State.

**Police Chief Mike Smith,** We are in the process of hiring. Looking at a start date around the beginning of September. Someone called in what looked like a possible explosive device found at Sinclair in the outhouse, it turned out not to be. The bomb squad from Yakima was called to make sure everything was safe.

**City Administrator Sandy Wells,** Contacted WCIA to schedule training. The Do's and Don'ts class is scheduled for August 19<sup>th</sup> at 5pm and the Policy training is on September 9<sup>th</sup> at 4pm. There is a Budget Committee meeting on August 19<sup>th</sup> at 3pm.

Mayor Dave Jones, Events Committee meeting scheduled August 13<sup>th</sup> at 3pm to discuss 2025 Community Days.

### COUNCIL BUSINESS

**FEMA Update by Dustin Conroy**, FEMA has been working on the updated flood plain maps over the last couple of years for Klickitat County. As part of that process, they have reviewed Chapter 15.48 Flood Damage Prevention of the Goldendale Municipal Code for consistency with their requirements. Once the letter of Final Determination has been issued, the City has 6 months to adopt the revisions to the ordinance. The letter of Final Determination is expected to be issued sometime in August. No action needs to be taken at this time.

**Six Year Street Plan by Dustin Conroy,** This is an annual requirement. Dustin provided additional details regarding the status of the preparation for a TIB Grant Application.

COUNCIL GAVE CONSENSUS TO GO AHEAD WITH THE TIB GRANT APPLICATION

Airport Committee Recommendations, At the last Airport Committee meeting they decided that monthly tie-down fees would be beneficial to help the airport function. The suggested rate is \$40 per month per plane. They came up with the suggested rate after looking at the typical rates for Washington and Oregon Airports. They are also suggesting an overnight tie down donation of \$5 to be left in a deposit box on site. They need consensus from the council to start the process. The city will have to add a new chapter in title 12 of the Goldendale Municipal Code to charge fees at the Airport. The deposit box will cost around \$1600.00 for a wall mount box. The boxes on a stand cost around \$2500.00 - \$3000.00. Plus, the cost of new fee signs at the Airport.

**Motion:** I move that the Airport Committee bring this back to council with more data about the basis of their findings and suggestions and fill us in on proposals for an overnight tie down fees versus multiple days or a week. Why is the month the threshold. **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Ellie Casey Motion Passed Unanimously

Capital Outlay Purchase for Fire Department, The Fire Department has been diligently seeking to replace the current Air Van to house the SCBA's. It is especially important to install the SCBA's into a used (new to us) Air Van. Office Michael Stelljes found a used Ford Transit Cutaway at Diplomat Motors in Troutdale, Oregon that would fill the needs of our Fire Department. The purchase price of the vehicle is \$42,500 plus fees, license and taxes. Therefore, the Fire Department respectfully requests approval of a capital outlay for the purchase of an Air Van in the amount of \$50,000.

**Motion:** I move to approve a Capital Outlay in the amount of \$50,000 for the Fire Department to purchase a 2021 Ford Transit Cutaway, **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Ellie Casey Motion Passed Unanimously

Wildfire Fuel Reduction Project Landowner Agreement by Loren Meagher, Went over the changes to the agreement and the work that has been done on Observatory Hill. Asking the city to provide water for fire prevention and more access to roads.

**Motion:** I move to approve to update the City of Goldendale Observatory Hill Wildfire Fuel Reduction Project Land Owner Agreement to have Mayor Dave Jones in there now and to also allow for the agreement for the staff to be able to have access to gated roads and trails for the City of Goldendale Observatory Hill and also to provide water for them, **Action:** Motion, **Moved by** Council Member Danielle Clevidence, **Seconded by** Council Member Theone Wheeler

Ayes: Council Member Theone Wheeler, Council Member Steve Johnston, Council Member Andy Halm, Council Member Danielle Clevidence, Council Member Ellie Casey Navs: None

**Abstain:** Council Member Loren Meagher, Council Member Miland Walling Motion Passed (**summary**: Ayes = 5 Nays =0, Abstain =2)

### REPORT OF OFFICERS

Council Member Miland Walling, Glad we have the mayor for a day program.

Council Member Danielle Clevidence, Wanted to thank the Fire Department, Emergency Responders and Posse for volunteering for the fire. Learned a lot in the class she attended.

**Council Member Andy Halm,** Gave an update on the Goldendale Gay Pride Event that was held in July.

Council Member Ellie Casey, Wanted to know if the council workshop was still scheduled for Monday

Mayor Dave Jones, The next council workshop meeting is August 12th at 6pm

**Council Member Theone Wheeler,** Wanted to thank the firefighter for keeping everyone safe. Thanked the city for sending her to training she learned a lot.

**Council Member Steve Johnston,** Thanked Public Works for doing the street striping and curb painting.

Mayor Dave Jones, The Ordinance Committee met to make recommendations on the Park Camping Ordinance. The changes were made and distributed for feedback to Ordinance Committee members, Police Chief, and Code Enforcement Officer. The ordinance will then be put through the procedures and must go through public input.

### National Night Out is on August 6th 2024

### PUBLIC COMMENT

Rodger Nichols wanted to know the names of the mayor for a day.

### **ADJOURNMENT**

6:56 PM

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

Motion passed unanimously.

Dave Jones, Mayor

Shelly Enderby, Clerk-Treasurer



Fiscal: 2024 Deposit Period: 2024 - Aug 2024 Check Period: 2024 - Aug 2024 - 1st Council Aug 2024

X Comments		Brint Date	Clearing Date Amount
Number	Name	rum Date	
1st Security Bank of Washington	20016310		
Check		100000	\$1 385 D7
58539	Stearns Bank N.A.	9/2/2024	(0.000, 1.5)
58540	Hattenhauer Energy Co LLC	8/2/2024	60.019
58541	Umpqua Bank	8/5/2024	\$9,618.64
	Diplomat Motors	8/5/2024	\$42,858.00
	Republic Services Inc	8/6/2024	\$903.36
	Blue Mountain Networks LLC	8/6/2024	\$851.13
	Andrew O'connor	8/8/2024	\$8,568.29
	Goldendale City of	8/8/2024	\$200.00
20000 78557	Orill Corporation	8/13/2024	\$83.05
	Orill Corporation	8/13/2024	\$181.64
	Klickitat PUD	8/13/2024	\$22,192.82
78780	Allyns Building Center	8/19/2024	\$680.04
	America's Phone Guvs	8/19/2024	\$908.65
	Anatek Labs Inc	8/19/2024	\$225.00
	AT&T Mobility	8/19/2024	\$1,589.16
	Bohn's Printing	8/19/2024	\$142.38
78767	Bryant Pipe & Supply Inc	8/19/2024	\$459.34
	Carquest Auto Parts	8/19/2024	\$586.53
	Christopher R Lanz Law Office LLC	8/19/2024	\$1,470.00
	Danielle Clevidence	8/19/2024	\$288.74
	Environmental Resource Associates	8/19/2024	\$1,569.89
58570	Evergreen Rural Wtr of WA Corp	8/19/2024	\$355.00
	Fitziarrald Law Office	8/19/2024	\$7,000.00
58572	General Code	8/19/2024	\$474.08
58573	Goldendale City of	8/19/2024	\$5,178.57
58574	Goldendale Sentinel	8/19/2024	\$217.00
58575	Grainger	8/19/2024	\$182.29
58576	H.D. Fowler	8/19/2024	\$3,881.61
58577	IBS Incorporated	8/19/2024	\$799.84
58578	Jane Granum	8/19/2024	\$50.00
58579	Klickitat County Sheriff	8/19/2024	\$20,000.00
58580	KI'R Investigations LLC	8/19/2024	\$1,350.00
58581	Krystal L Smith	8/19/2024	\$1,675.00
58582	L N Curtis & Sons	8/19/2024	\$184.91
58583	Larry Bellamy	8/19/2024	\$4,640.00
58584	Lori Lynn Hoctor Attorney at Law	8/19/2024	\$1,995.00
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Amount	<b>PEC 04</b>	400.00	\$21.06	\$5,705.00	\$78.00	\$7,813.64	\$9,236.51	\$200.00	\$500.00	\$75.25	\$2,829.41	\$237,467.50	\$450.44	\$1,543.25	\$567.82	\$757.40	\$9.00	\$297.60	\$1,320.00	\$1,818.00	\$2.50	\$10,736.57	\$427,045.97	\$427,045.97	\$427,045.97
Clearing Date	Alban Millian Marke																						Check	20016310	
Deint Date	PURIT DAY	8/19/2024	8/19/2024	8/19/2024	8/19/2024	8/19/2024	8/19/2024	8/19/2024	8/19/2024	8/19/2024	8/19/2024	8/19/2024	8/19/2024	8/19/2024	8/19/2024	8/19/2024	8/5/2024	8/1/2024	8/1/2024	8/1/2024	8/1/2024	8/15/2024	Total	Total	Grand Total
	Name	Norco Inc	One Call Concepts Inc	Pioneer Surveying & Engineering Inc	Procom LLC	Radcomp Technologies	RH2 Engineering Inc	Schuknecht's Polygraph Service	Sherwin-Willams Co. The	Shred Northwest Inc	SWS Equipment	Tapani Inc	Vestis	Vision Municipal Solutions LLC	WA ST Dept Nat Rescources	Hach Company	HSA Bank Employee Plan Funding	Invoice Cloud	Neopost Leasing Inc	PAYA	PAYA	WA St Dent of Revenue			
	Number	58585	58586	58587	58588	58589	58590	58591	58592	58503	58594	58595	5850E	58597	58598	58599	901797	901798	901799	901800	901801	901802	20100		

### CITY OF GOLDENDALE CLAIMS REGISTER

I, the undersigned, do hereby certify that the materials have been furnished, the services rendered, or the labor performed as shown on Check numbers 58539 through 58544, 58555 – 58599, 901797 - 901802,in the amount of \$, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 15 day of August, 2024.

Sandy Wells, City Administrator

### Register Activity

Reference Reference Number: 58539 1276492 Reference Number: 58540	er: 58539 Steams Bank N.A. 8/11/2024 er: 58540 Hattenhauer Energy Co LLC	\$1,385.07 Genie Lift \$2,815.05 \$2,815.05
CL16613 Reference Number: 58541 Invoice - 8/5/2024 10:04:58 AM	7/3 1/2024 Umpqua Bank 7/15/2024	\$9,618.64 Credit Card
Reference Number: 58542 Contract No 4520	Diplomat Motors 7/30/2024	<b>\$42,858.00</b> \$42,858.00 Purchase 2021 Ford Transit Cutaway for Fire Dept
Reference Number: 58543 0487-000907765	Republic Services Inc 7/31/2024	<b>\$903.36</b> \$\text{\$\$ Garbage Utility}
Reference Number: 58544 1 <u>21979</u>	Blue Mountain Networks LLC 9/30/2024	<b>\$851.13</b> \$851.13 long distant & Web
Reference Number: 58555 Invoice - 8/8/2024 9:07:50 AM	Andrew O'connor 8/8/2024	<b>\$8,568.29</b> \$8,568.29 Final Check after Union Contract
Reference Number: 58556 Invoice - 8/8/2024 2:49:18 PM	Goldendale City of 8/8/2024	<b>\$200.00</b> KCCD for Observatory Water
Reference Number: 58557 39766182	Quill Corporation 7/29/2024	<b>\$83.05</b>
Reference Number: 58558 39627542 39649789	Quill Corporation 7/19/2024 7/22/2024	<b>\$181.64</b> \$59.15 Index Tabs \$122.49 Trash Bags
Reference Number: 58559 Invoice - 8/13/2024 11:25:30 AM	Klickitat PUD 8/12/2024	<b>\$22,192.82</b> Electric Utility
Reference Number: 58560 3704 <u>21</u> 37045 <u>8</u>	Allyns Building Center 7/1/2024 7/1/2024	<b>\$680.04</b> \$10.42 Clear Tape \$27.94 heater Pan

Register Activity

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Koffrence	Date	Amount Notes
Reference Number: 58560	Allyns Building Center	<b>\$55.79</b> Paint Thinner
<u>370566</u>	7/3/2024	
<u>370781</u>	7/8/2024	
<u>370783</u> 370852	7/10/2024	
370912	7/11/2024	
370930	7/11/2024	\$21.46 Tabe
<u>370935</u> 374104	//11/2024 7/15/2024	
371232	7/18/2024	\$112.67 Paint, Knife, Tape Spackling, Cover,
	7000000	\$2.35 key
<u>371462</u> 371463	7/23/2024	
37172 <u>5</u>	7/29/2024	
371747	7/30/2024	\$8.16 Battery
<u>371789</u> <u>371819</u>	7/30/2024 7/31/2024	\$9.65 connector, adapter
Reference Number: 58561	America's Phone Guys	\$908.65
Invoice - 8/14/2024 3:10:35 PM	8/14/2024	\$908.65
Reference Number: 58562	Anatek Labs Inc	\$225.00 een on Colform Testing
<u>2419299</u> 2419308	8/8/2024 8/8/2024	
Reference Number: 58563	AT&T Mobility	
287322322398x08132024	8/5/2024	
287322322615X08132024	8/28/2024	\$730.95 cell phone
Reference Number: 58564	Bohn's Printing	
3424	7/30/2024	#91.9Z Copies
3425	7/30/2024	955.73 Copies
3426	1,301,202,4	
Reference Number: 58565	Bryant Pipe & Supply Inc	
2041796	8/7/2024	\$458.34 Curdoor Contoller
Reference Number: 58566	Carquest Auto Parts	_
4993-691350	7/1/2024	\$21.46 Waterplool Grease
4993-691400	7/5/2024	
4993-692002 4993-692002	7/8/2024	
4993-692071	7/8/2024	
4993-692255	7/10/2024	\$69.93 Hood Strut \$43.80 Ding Kit
4993-693059	(/16/2024	- 1

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Reference	Date Carmost Auto Parts	S586.53	THE R. P. LEWIS P. LEWIS CO., LANSING, MICH.
Keterence Number: 34300 4993-693778 4993-69434 4993-694478 4993-694597	7/16/2024 7/23/2024 7/28/2024 7/29/2024 7/30/2024	\$140.99 Battery \$15.04 Round Head Ratchet \$54.23 Car Wash \$4.59 Washer Fluid \$95.80 Brake Cylinder	Ratchet
Reference Number: 58567 3A0682596 3A0682601 4A0337423 4A0337427	Christopher R Lanz Law Office LLC 7/29/2024 7/29/2024 7/29/2024 7/29/2024	\$1,470.00 \$820.00 Matthew McInturff-Hill \$200.00 Carl Hugg \$300.00 Wynn Grant \$150.00 Janice Timmerman	nturff-Hill erman
Reference Number: 58568 Invoice - 8/14/2024 3:31:53 PM	Danielle Clevidence 8/2/2024	<b>\$288.74</b> Hotel Room I	Hotel Room Reimbursement
Reference Number: 58569 08515 <u>7</u>	Environmental Resource Associates 7/22/2024	<b>\$1,569.89</b> \$1,569.89 Water Supplies	es S
Reference Number: 58570 <u>E1798</u>	Evergreen Rural Wtr of WA Corp 8/1/2024	<b>\$355.00</b> \$355.00 Fall Conference	ıce
Reference Number: 58571 2024-G008	Fitzjarrald Law Office 8/2/2024	<b>\$7,000.00</b> \$7,000.00 Prosecuting. 2024	Prosecuting Attorney Services Aug 2024
Reference Number: 58572 GC <u>I0014910</u>	General Code 7/31/2024	<b>\$474.08</b> Web Update	
Reference Number: 58573 Invoice - 8/14/2024 3:36:12 PM	Goldendale City of 8/5/2024	<b>\$5,178.57</b> \$5,178.57 Water Utilities	Ø
Reference Number: 58574 157609 157610 157611 157612 Invoice - 8/14/2024 3:41:31 PM	Goldendale Sentinel 7/24/2024 7/24/2024 7/24/2024 7/24/2024 8/14/2024	\$217.00 \$45.00 Ord 1536 Summary \$48.00 Ord 1537 Summary \$48.00 Ord 1538 summary \$36.00 Ord 1539 Summary \$40.00 Paper Subscription	mmary mmary mmary mmary ription
Reference Number: 58575 9204838321	<b>Grainger</b> 8/5/2024	<b>\$182.29</b> \$182.29 Hand Cleaner	<b>1</b> 00
Reference Number: 58576 Order #O8230186	H.D. Fowler 7/29/2024	<b>\$3,881.61</b> Water Supplies	ęs

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Notes	-	Patches	Jail Services 1st Quarter Jail Services 2nd Quarter	<b>\$1,350.00</b> \$1,350.00 Vorce Background	<b>\$1,675.00</b> \$1,675.00 Janitorial Services	Uniforms Pants	<b>\$4,640.00</b> \$4,640.00 Consultant Services	Heather Steininger Tristan Bugler Jovona Marco Bobby Joe Jones Bobby Joe Jones	cylinder Rental	Locates	Waterline Replacement Project Six Year St Plan	Pre Employment Drug Screening
Amount	<b>\$799.84</b> \$799.84	\$50.00 \$50.00	<b>\$20,000.00</b> \$10,000.00 \$10,000.00	<b>\$1,350.00</b> \$1,350.00	<b>\$1,675.00</b> \$1,675.00	<b>\$184.91</b> \$97.83 \$87.08	<b>\$4,640.00</b> \$4,640.00	\$1,995.00 \$650.00 \$430.00 \$320.00 \$435.00 \$160.00	<b>\$56.94</b> \$56.94	<b>\$21.06</b> \$21.06	<b>\$5,705.00</b> \$4,700.00 \$1,005.00	<b>\$78.00</b> \$78.00
Parie	IBS Incorporated 8/2/2024	Jane Granum 7/13/2024	Klickitat County Sheriff 5/22/2024 7/22/2024	KLR Investigations LLC 8/20/2024	<b>Krystal L Smith</b> 8/5/2024	L N Curtis & Sons 7/18/2024 7/22/2024	Larry Bellamy 8/1/2024	Lori Lynn Hoctor Attorney at Law 8/8/2024 8/8/2024 8/8/2024 8/8/2024	Norco Inc 7/31/2024	One Call Concepts Inc 7/31/2024	Pioneer Surveying & Engineering Inc 7/25/2024 7/25/2024	<b>Procom LLC</b> 7/31/2024
000000000000000000000000000000000000000	Reference Number: 58577 853138-1	Reference Number: 58578 Invoice - 8/14/2024 3:58:37 PM	Reference Number: 58579 20 <u>24-1</u> 2 <u>024-2</u>	Reference Number: 58580 1-24	Reference Number: 58581 <u>97912</u>	Reference Number: 58582 INV846386 INV847213	Reference Number: 58583 Invoice - 8/14/2024 4:14:55 PM	Reference Number: 58584 XZ0199304 4A0313224 4A0313230 4A0313230 4A0313232	Reference Number: 58585 41288661	Reference Number: 58586 4079082	Reference Number: 58587 23-902-13 24-903-1	Reference Number: 58588 110559

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Raference	Date	Amount No	Notes
Reference Number: 58589	Radcomp Technologies	<b>\$7,813.64</b>	August Monthly Billing
MSP-103825	8/1/2024	\$7,813.64 Au	
Reference Number: 58590	RH2 Engineering Inc	<b>\$9,236.51</b>	Scada Support
<u>97049</u>	7/24/2024	\$9,236.51 Sc	
Reference Number: 58591	Schuknecht's Polygraph Service	<b>\$200.00</b>	Polygraph Vorce
Invoice - 8/15/2024 8:58:10 AM	7/23/2024	\$200.00 Po	
Reference Number: 58592 <u>9041-7</u>	Sherwin-Willams Co, The 7/29/2024	\$500.00 \$500.00 Fie	Flex Gun
Reference Number: 58593	Shred Northwest Inc	<b>\$75.25</b>	shred
53038072524	7/25/2024	\$75.25 sh	
Reference Number: 58594	SWS Equipment	<b>\$2,829.41</b>	Skid 7000 DW
0171694-IN	7/29/2024	\$2,829.41 Sk	
Reference Number: 58595	<b>Tapani Inc</b>	<b>\$237,467.50</b>	<b>\$237,467.50</b> WWTP Improvements Construction
Pay Estimate No 5	7/31/2024	\$237,467.50 W	
Reference Number: 58596 5291497687 5291497718 5291497724 5291502826 5291502833 5291502833 5291507349 5291507346 5291511905 5291511910 5291511912 5291516282 5291516282 5291516283	Vestis 7/2/2024 7/2/2024 7/2/2024 7/2/2024 7/9/2024 7/9/2024 7/9/2024 7/16/2024 7/16/2024 7/16/2024 7/16/2024 7/16/2024 7/16/2024 7/16/2024 7/16/2024 7/16/2024 7/16/2024 7/3/2024 7/30/2024 7/30/2024 7/30/2024 7/30/2024 7/30/2024	\$45.04 \$13.84 \$13.887 \$13.887 \$16.12 \$16.12 \$16.13	Cleaning Supplies Uniforms Uniforms & Cleaning Supplies Cleaning Supplies Cleaning Supplies Uniforms & Cleaning Supplies Cleaning Supplies Cleaning Supplies Uniforms & Cleaning Supplies

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Vision Municipal Solutions LLC 7/31/2024 7/31/2024	WA ST Dept Nat Rescources 7/25/2024	Hach Company 7/11/2024	HSA Bank Employee Plan Funding 8/5/2024	Invoice Cloud 7/31/2024	Neopost Leasing Inc 7/30/2024	<b>PAYA</b> 8/1/2024	<b>PAYA</b> 8/1/2024	WA St Dept of Revenue 7/31/2024		f	22 PM
Reference Number: 58597 09-14757 09-14759	Reference Number: 58598 180 <u>24075</u>	Reference Number: 58599 141006 <u>31</u>	Reference Number: 901797 W560806	Reference Number: 901798 359-2024_7	Reference Number: 901799 Invoice - 7/30/2024 8:21:31 AM	Reference Number: 901800 Invoice - 8/01/2024 8:34:51 AM	Reference Number: 901801 Invoice - 8/15/2024 8:37:15 AM	Reference Number: 901802 Invoice - 8/15/2024 10:05:25 AM			Printed by COG\Swells on 8/15/2024 1:28:22 PM

**\$2.50** \$2.50 Mastercard Credit Card Fee

**\$10,736.57** \$10,736.57 Excise Tax

**\$1,818.00** \$1,818.00 July Credit Card Fees

**\$757.40** \$757.40 Chlorine , buffer soln

**\$9.00** \$9.00 HSA Servie Fee **\$297.60** \$297.60 Biller Portal Fee

**\$1,320.00** \$1,320.00 Postage

**\$567.82** \$567.82 Fire Cache Supplies



Number	Name	Fiscal Description	Cleared Amount
58545	Johnston, Steve	2024 - Aug 2024 - 1st Council Aug 2024	\$45.42
58546	<del>;</del> ;	2024 - Aug 2024 - 1st Council Aug 2024	\$949.34
58547	aram	2024 - Aug 2024 - 1st Council Aug 2024	\$485.00
58548	ý	2024 - Aug 2024 - 1st Council Aug 2024	\$2,663.05
58549		2024 - Aug 2024 - 1st Council Aug 2024	\$11,460.52
58550	/ - PFML	2024 - Aug 2024 - 1st Council Aug 2024	\$437.95
58551	ares Fund	2024 - Aug 2024 - 1st Council Aug 2024	\$416.66
58552		2024 - Aug 2024 - 1st Council Aug 2024	\$163.04
58553		2024 - Aug 2024 - 1st Council Aug 2024	\$70.00
50000 50000 50000	poort Registry	2024 - Aug 2024 - 1st Council Aug 2024	\$173.87
901795		2024 - Aug 2024 - 1st Council Aug 2024	\$22,184.09
Direct Deposit Run -		2024 - Aug 2024 - 1st Council Aug 2024	\$58,556.14
8/7/2024			\$97,605.08

Page 1 of 1

Execution Time: 37 second(s)

	DATE:	AUGUST 19, 2024	
ACTION REQUIRE	ED:		
ORDINANCE	col	JNCIL INFORMATION_	X
RESOLUTION		OTHER	
MOTION			
EXPLANATION:	ND Quarter undate	Jen Forsberg will be	in attendance to answe

AGENDA TITLE: 2<sup>ND</sup> QUARTER BUDGET UPDATE

AGENDA BILL: F1

questions.

### CITY OF GOLDENDALE

SECOND QUARTER REVIEW - 2024

## 2024 REVENUES - GENERAL FUND

- 2024 revenue collected is 49.89% of the budget compared to 59.19% collected in 2023.
- Actual revenue collected decreased 11.94% from the prior year due to the change in receipting for the sales tax revenue. The additional sales tax collections are being receipted directly into the street and public safety funds.

## 2024 REVENUES - GENERAL FUND

General Fund Revenue Source	2Q 2024 Act	2Q 2024 Actual 2024 Budget	t 2Q % of Budget	2Q 2023 Actual	2023 Budget	2Q % of Budget	2Q 2024 vs 2Q 2023
Regular Property Taxes	6'609 \$	609,989 \$ 1,041,000	28.60%	571,870	1,000,000	57.19%	%299
Retail Sales Taxes/Criminal Justice Tax	567,952	52 800,000	70.99%	763,560	1,150,000	66.40%	-25.62%
B&O Taxes	331,974	74 659,238	88 50.36%	365,481	647,000	56.49%	-9.17%
Leasehold Taxes	1,168	1,500	%06.77 00	975	1,000	97.50%	19.84%
Licenses and Permits	45,790	90 64,000	71.55%	43,498	20,000	87.00%	5.27%
State and Federal Grants	7	766 660,000	0.12%	*		0.00%	100.00%
State Shared Revenues/Entitlements	137,815	15 209,794	94 65.69%	211,427	474,000	44.60%	-34.82%
General Government Charges	10,106	06 47,000	21.50%	12,367	10,000	123.67%	-18.28%
Fines and Penalties	8,803	03 30,000	29.34%	6,735	30,000	22.45%	30.70%
Other Revenue Sources/Interest	59,390	90 42,500	00 139.74%	38,365	41,000	93.57%	54.80%
Tota	Total: \$ 1,773,753 \$	53 \$ 3,555,032	32 49.89%	2,014,278	3,403,000	59.19%	-11.94%

# 2024 EXPENDITURES - GENERAL FUND

- 2024 expenses were 42.84% of the budget compared to 50.86% expended in 2023.
- · Actual expenses decreased 12.48% from the prior year, due to the timing of the transfer out and the removal of the transfer out to the street and public safety funds.

# 2024 EXPENDITURES - GENERAL FUND

General Fund Department's	2Q 2024 Actual	2024 Budget	2Q % of Budget	2Q 2023 Actual	2023 Budget	2Q % of Budget	2Q 2024 vs 2Q 2023
Legislative	\$ 17,487	\$ 13,802	126.70%	\$ 8,979	\$ 12,900	%09.69	94.75%
Judicial	71,420	167,890	42.54%	41,028	163,000	25.17%	74.08%
Mayor	3,960	15,450	25.63%	8,923	15,000	59.49%	-55.62%
Finance and Records Services	195,177	372,345	52.42%	153,703	361,500	42.52%	26.98%
Legal	*	25,750	0.00%	6,230	25,000	24.92%	-100.00%
Employee Benefit Programs	11,385	21,115	53.92%	11,386	20,500	55.54%	-0.01%
Facilities/Risk Management/Other	135,506	98,056	138.19%	86,248	95,200	%09.06	57.11%
Administration	5,959	10,300	57.85%	6,858	10,000	68.58%	-13.11%
Information Technology	52,334	121,630	43.03%	9,314	21,000	44.35%	461.88%
aw Enforcement	601,170	1,416,199	42.45%	324,514	1,374,950	23.60%	85.25%
Fire Department	144,497	280,633		148,198	261,100	26.76%	-2.50%
Protective Inspections	72,797	96,717	75.27%	56,501	93,900	60.17%	28.84%
Emergency Services	1.	13,390			13,000		%00.0
Airport Facilities	34,381	38,652	88.95%	5,094	8,400	60.64%	574.93%
Animal Control	17,360	26,471	65.58%	8,005	25,700		116.87%
Planning and Community Development	25,326	57,680		17,840	56,000		41.96%
Redemption of Debt	9,567	9,289	102.99%	9,288	10,000	92.88%	3.00%
Interest/Other/Transfer Out	9900	904,238	7.30%	314,348	661,000	47.56%	-79.00%
Airport Fuel System	4,283	v	0.00%	175,835	350,000	50.24%	-97.56%
Shoreline Master Plan			0.00%	4,725		100.00%	-100.00%
ARPA Funds Law Enforcement Admin	24,991	5,126	487.54%	52,812	*	100.00%	-52.68%
ARPA Funds Law Enforcement Operations	99,243	23,352	424.99%	370,190		100.00%	-73.19%
Total:	Total: \$ 1,592,844 \$	\$ 3,718,085	42.84%	\$ 1,820,019	\$ 3,578,150	50.86%	-12.48%

### 2024 REVENUES - UTILITY FUND

- 2024 revenue collected is 28.98% of the budget compared to 52.43% collected in 2023.
- Actual revenue collected increased 95.14% from the prior year due to programed rate increases in the utility systems and the capital project funding.

### 2024 REVENUES - UTILITY FUND

Revenue Source	20	2Q 2024 Actual	Actual 2024 Budget	2Q % of Budget	2Q 2023 Actual	2023 Budget	2Q % of Budget	2Q 2024 vs 2Q 2023
Water/Sewer Fund 401								
Licenses and Permits	\$	6,000	\$ 20,000	30.00%	\$ 24,351	\$ 8,000	304.39%	-75.36%
Intergovernmental Revenues		ï		0.00%	163,743		100.00%	0.00%
Charges for Goods and Services		1,322,308	2,865,928	46.14%	1,166,626	2,340,000	49.86%	13.34%
Miscellaneous		8,039	5,000	160.77%	8,485	2,000	424.25%	-5.26%
Other Financing Sources		1,323,794	6,288,359	21.05%		250,000	0.00%	100.00%
	Total: \$	2,660,140	Total: \$ 2,660,140 \$ 9,179,287	28.98%	\$ 1,363,205 \$ 2,600,000	\$ 2,600,000	52.43%	95.14%

# 2024 EXPENDITURES - UTILITY FUND

- 2024 expenses were 26.26% of the budget compared to 46.12% expended in 2023. The 2024 budget is higher than the 2023 budget due to capital outlay that has not occurred yet. Therefore, the % of the budget spent is less in 2024.
- Actual expenses increased 94.23% from the prior year due to the WWW Treatment Plant Improvements project in 2024.

# 2024 EXPENDITURES – UTILITY FUND

<b>401.</b> ration - General			THE PROPERTY OF THE PARTY OF TH	בל בסבה שבנחמו	20000	70 % Or pauger	20, 2024 VS 20, 2023
	\$ 326,979	\$ 371,418	88.04%	\$ 348,316	\$ 360,600	96.59%	-6.13%
Water - Training	5,508	4,893	112.58%	1,054	4,750	22.19%	422.58%
Water - Maintenance	28,186	297,567	9.47%	51,560	288,900	17.85%	-45.33%
Water - Operations - Customer Service and Marketing		40,170	0.00%	3,628	39,000	9.30%	-100.00%
Water - Operations - General	113,897	171,701	66.33%	106,210	166,700	63.71%	7.24%
Water - Other Operating Expenditures	5,728	24,720	23.17%	4,172	24,000	17.38%	37.29%
Sewer - Administration - General	284,146	328,570	86.48%	248,492	319,000	77.90%	14.35%
Sewer - Training	333	1,288	25.83%	315	1,250	25.20%	2.56%
Sewer - Maintenance	14,568	121,540	11.99%	10,959	118,000	9.29%	32.94%
Sewer - Operations - Customer Service & Marketing		10,712	0.00%	962	10,400	7.65%	-100.00%
Sewer - Operations - General	128,754	243,132	52.96%	96,308	236,050	40.80%	33.69%
Sewer - Other Operating Expenditures	2,603	14,729	17.67%	2,878	14,300	20.13%	-9.57%
Principal and Other Debt Service Costs	103,289	355,228	29.08%	143,230	371,000	38.61%	-27.89%
Interest and Other Debt Service Costs	32,418	151,213	21.44%	34,573	175,000	19.76%	-6.23%
Capital Expenditures	4,673		100.00%	6,985	25,000	27.94%	-33.10%
WW Treatment Plant Improvements	1,172,377	3,757,500	31.20%	114,317	250,000	45.73%	925.55%
ASR Project	11,893	200,000	5.95%	*		%00.0	100.00%
PWTF Water Project	44,551	2,588,359	1.72%		141,000	0.00%	100.00%
Total:	\$ 2,279,901	\$ 8,682,739	26.26%	\$ 1,173,836	\$ 2,544,950	46.12%	94.23%

### 2024 REVENUES — STREET FUND

- 2024 revenue collected is 10.85% of the budget compared to 106.58% collected in 2023.
- · Actual revenue collected decreased 72.93% from the prior year, mostly due to TIB funds received in 2023.

### 2024 REVENUES - STREET FUND

Revenue - Street Fund 101	20.2	2Q 2024 Actual	2024 Budget	2Q % of Budget	20,20	2Q 2023 Actual	2023 Budget	2023 Budget 2Q % of Budget	2Q 2024 vs 2Q 2023
Special Sales Tax	₩.	134,971	\$ 270,000	49.99%	\$	1.16		0.00%	100.00%
Licenses and Permits		453	1,000			1,834	1,000		-75.30%
Intergovernmental Revenue		31,617	841,002	3.76%		387,769	122,000	317.84%	-91.85%
Charges for Goods and Services		,	1,000			*	1,000		0.00%
Other Financing Sources		,	426,959	0.00%		227,500	455,000		00:00
	Total: \$ 10	167,042	67,042 \$ 1,539,961	10.85%	\$	617,103 \$	\$ 579,000	106.58%	-72.93%

# 2024 EXPENDITURES - STREET FUND

- 2024 expenses were 25.98% of the budget compared to 68.91% expended in 2023.
- · Actual expenses decreased 8.20% from the prior year due to the Genie Lift project in

# 2024 EXPENDITURES – STREET FUND

Expense - Street Fund 101	20,20	2Q 2024 Actual	2024 Budget	2Q % of Budget	2Q 2023 Actual		2023 Budget	2Q % of Budget	2Q 2024 vs 2Q 2023
Roadway	ss	51,676 \$	98,880	52.26%	\$ 25,	25,977 \$	96,000	27.06%	98.93%
Drainage			14,420	0.00%		136	14,000	0.97%	-100.00%
Street Lighting		5,132	41,200	12.46%	33,	527	40,000	83.82%	-84.69%
Traffic Control			27,810	0.00%	1,	163	27,000	4.31%	-100.00%
Snow and Ice		230	21,115		1,	1,472	20,500	7.18%	-84.36%
Street Cleaning		197	9,785	2.01%		195	9,500	2.05%	0.97%
Roadside		180	20,600		2,	2,461	20,000	12.31%	-92.69%
Administrative Services		163,398	91,256	179.05%	150,931	931	81,000	186.33%	8.26%
Debt Service		147,602	227,299	64.94%	149,105	105	226,000	65.98%	-1.01%
Byars Street Project			869,934	0.00%	1,	1,000	20,000	2.00%	-100.00%
Genie Lift		1,054	į.	100.00%	36,	36,458		100.00%	-97.11%
	Total: \$ 369,469 \$	369,469 \$	1,422,299	25.98%	\$ 402,	402,457 \$	584,000	68.91%	-8.20%

### 2024 REVENUES - OTHER FUNDS

Revenue - Parks and Rec Fund 103	20.	2Q 2024 Actual	2024 Budget	Actual 2024 Budget 2Q % of Budget	2Q 2023 Actual	2023 Budget	2Q % of Budget	2Q 2024 vs 2Q 2023
Charges for Goods and Services	\$	32,250	\$	100.00%	\$ 200	\$	100.00%	16025.00%
State Grants			85,000.00	*		1	0.00%	0.00%
Other Financing Sources		000'99	132,000	20.00%	20,000	132,000	37.88%	100.00%
	Total: \$	98,250	\$ 217,000	45.28%	\$ 50,200	\$ 132,000	38.03%	95.72%
Revenue - Gdale Housing Rehab Fund 104	20.	2Q 2024 Actual	Actual 2024 Budget	2Q % of Budget	2Q 2023 Actual	2023 Budget	2Q % of Budget	2Q 2024 vs 2Q 2023
Miscellaneous	\$	1,173	\$ 2,000	58.67%	\$ 628	\$ 2,000	31.40%	86.86%
Sale of Capital Assets		116	1,000	11.58%	202	1,000	50.70%	-77.16%
	Total: \$	1,289 \$	\$ 3,000	42.97%	\$ 1,135 \$	\$ 3,000	37.83%	13.59%
Revenue - Economic Development Fund 105	20.	2Q 2024 Actual	2024 Budget	2Q % of Budget	2Q 2023 Actual	2023 Budget	2Q % of Budget	2Q 2024 vs 2Q 2023
Miscellaneous	\$	647	\$ 12,000	5.39%	\$ 75	\$ 12,000	0.63%	759.74%
Intergovernmental Revenue		103,899	0	100.00%	340,000	1,100,000	30.91%	-69.44%
	Total: \$	104,546 \$	\$ 12,000	871.21%	\$ 340,075	340,075 \$ 1,112,000	30.58%	-69.26%

# 2024 REVENUES - OTHER FUNDS

Revenue - Public Safety Reserve Fund 106	2	2Q 2024 Actual	2024 Budget	Actual 2024 Budget 2Q % of Budget	2Q 2023 Actual	2023 Budget	2023 Budget 2Q % of Budget	2Q 2024 vs 2Q 2023
Special Sales Tax	₩.	89,981	\$ 180,000	49.99%	. \$	\$	0.00%	100.00%
Grants		7,438	0	0.00%	0	0	0.00%	100.00%
Miscellaneous		1,173		0.00%	3,267		100.00%	-64.11%
Other Financing Sources			*	0.00%	44,000	88,000	20.00%	-100.00%
	Total: \$	98,591	\$ 180,000	54.77%	\$ 47,267	\$ 88,000	53.71%	108.58%
Revenue - Capital Improvement Fund 107	20	2Q 2024 Actual	2024 Budget	Actual 2024 Budget 2Q % of Budget	2Q 2023 Actual		2023 Budget 2Q % of Budget	2Q 2024 vs 2Q 2023
Taxes	\$	19,273	\$ 50,000	38.55%	\$ 19,227	\$ 15,000	128.18%	0.24%
	Total: \$	19,273	\$ 50,000	38.55%	\$ 19,227	\$ 15,000	128.18%	0.24%
Revenue - Criminal Justice Program Fund 108	50	2Q 2024 Actual	2024 Budget	2Q % of Budget	2Q 2023 Actual	2023 Budget	2Q % of Budget	2Q 2024 vs 2Q 2023
State Entitlements, Impact Payments & Taxes	₩.	2,908	\$ 5,785	50.27%	\$ 2,758	\$ 1,500	183.87%	5.44%
	Total: \$	2,908	\$ 5,785	50.27%	\$ 2,758 \$	\$ 1,500	183.87%	5.44%

# 2024 REVENUES - OTHER FUNDS

Revenue - Drug Enforcement/Investigation Fund 109	nd 109	2Q 2024 Actual	2024 Budget	2024 Budget 2Q % of Budget	2Q 2023 Actual	2023 Budget	2023 Budget 2Q % of Budget	2Q 2024 vs 2Q 2023
Fines and Penalties		2,508	5,000	50.15%	1,260	10,000	12.60%	99.02%
Miscellaneous		49	1,000	4.88%	32	1,000	3.20%	52.34%
	Total: \$	\$ 2,556	\$ 6,000	42.61%	\$ 1,292	\$ 11,000	11.75%	97.87%
Revenue - Tourism Fund 110		2Q 2024 Actual	2024 Budget	2Q 2024 Actual 2024 Budget 2Q % of Budget	2Q 2023 Actual	2023 Budget	2023 Budget 2Q % of Budget	2Q 2024 vs 2Q 2023
Taxes		\$ 28,897	\$ 75,000	38.53%	\$ 29,774	\$ 51,000	58.38%	-2.95%
Charges for Goods and Services		ı	4,000	0.00%	40	4,000	1.00%	-100.00%
Miscellaneous		582		100.00%	355		100.00%	63.97%
	Total: \$	29,479	\$ 79,000	37.31%	\$ 30,169	\$ 55,000	54.85%	-2.29%
Revenue - Agency Suspense Fund 650		2Q 2024 Actual	2024 Budget	2Q % of Budget	2Q 2023 Actual	2023 Budget	2023 Budget 2Q % of Budget	2Q 2024 vs 2Q 2023
Agency Type Deposits		\$ 6,179	\$ 25,000	24.72%	\$ 5,956	\$ 25,000	23.82%	3.75%
	Total: \$	\$ 6,179	\$ 25,000	24.72%	\$ 5,956	\$ 25,000	23.82%	3.75%

# 2024 EXPENDITURES – OTHER FUNDS

2Q % of Budget  2Q % of Budget  4.97% 76.85%	Expense - Parks and Rec Fund 103		2Q 2024 Actua	1 2024	Budget	Actual 2024 Budget 2Q % of Budget	2Q 2023 Actual		2023 Budget 2Q % of Budget	2Q 2024 vs 2Q 2023
Total: \$ 74,320 \$ 85,000	General Parks		\$ 73,817	\$	135,869	54.33%	\$ 86,935	\$		-15.09%
Total: \$ 74,320 \$ 220,869 33.65% \$ 87,682 \$ 132,000 66.43%    2Q 2024 Actual 2024 Budget 2Q,% of Budget 2Q 2023 Actual 2023 Budget 2Q,% of Budget 5 1,030 0 5 5 1,000 0 0    Total: \$ 1,030 0.48% \$ 596 \$ 12,000 76.85%    Total: \$ 1,111 \$ 12,360 9.48% \$ 845,916 \$ 1,112,000 76.07%	Capital Outlay		503		85,000	100.00%	747		100.00%	-32.60%
Total: \$ 74,320 \$ 220,869   33.65%   \$ 87,682 \$ 132,000   66.43%     20,2024 Actual   2024 Budget   20,000 Budget   \$ 1,000   \$ 5   \$ 1,000   \$ 0     5					,					
2Q 2024 Actual         2024 Actual         2024 Budget         2Q 2023 Actual         2Q 2023 Actual         2Q 2023 Actual         2Q 2023 Budget         2Q % of Budget           S         -         \$         1,030         0         \$         +         \$         1,000         0           Total:         \$         1,030         0         \$         +         \$         1,000         0           ZQ 2024 Actual         2024 Actual         2024 Actual         2024 Actual         2020 Budget         <		Total:		\$	220,869	33.65%	\$ 87,682		66.43%	-15.24%
\$ - \$ 1,030   0 \$ - \$ 1,000   0	Expense - Gdale Housing Rehab Fund 104		20 2024 Actua	2024	Sudget	20 % of Budget	20 2023 Actual	2023 Budget	20% of Budget	20 2024 vs 20 2023
Total:         \$         1,030         \$         \$         1,000         0           2Q 2024 Actual         2024 Actual         2024 Actual         2023 Budget         2Q 2023 Actual         2023 Budget         2Q % of Budget           \$         60         \$         12,360         0.48%         \$         596         \$         12,000         4.97%           1,111         -         100.00%         845,320         1,100,000         76.85%           Total:         \$         1,171         \$         12,360         9.48%         \$         845,916         \$         1,112,000         76.07%	Housing and Community Development		· ·	\$	1,030	0	\$	\$ 1,000	0	0.00%
2Q 2024 Actual         202 2024 Actual         202 2023 Actual         2023 Budget         2Q 806 Budget           \$ 60 \$ 12,360         0.48%         \$ 596 \$ 12,000         4.97%           1,111         -         100.00%         845,320         1,100,000         76.85%           Total: \$ 1,171 \$ 12,360         9.48%         \$ 845,916 \$ 1,112,000         76.07%		Total:	\$	\$	1,030	0	\$	\$ 1,000	0	0.00%
\$ 60 \$ 12,360   0.48% \$ 596 \$ 12,000	Expense - Economic Development Fund 105			2024	Sudget	2Q % of Budget	2Q 2023 Actual	2023 Budget	2Q % of Budget	2Q 2024 vs 2Q 2023
1,111 - 100.00% 845,320 1,100,000 Total: \$ 1,171 \$ 12,360 9.48% \$ 845,916 \$ 1,112,000	Economic Development		\$ 60	\$	12,360	0.48%	\$ 596	\$	100	-89.95%
1,171 \$ 12,360 9.48% \$ 845,916 \$ 1,112,000	DOC - Small Business Innovation Grant		1,111			100.00%	845,320	1,100,000	76.85%	-99.87%
		Total:		\$	12,360	9.48%	\$ 845,916	\$ 1,112,000	76.07%	-99.86%

# 2024 EXPENDITURES - OTHER FUNDS

Expense - Public Safety Reserve Fund 106		2Q 2024 Actual	al 20	24 Budget	2024 Budget 2Q % of Budget	2Q 2023 Actual	2023 Bi	udget	2023 Budget 2Q % of Budget	2Q 2024 vs 2Q 2023
Debt Repayment		\$ 27,208	\$	27,209	100.00%	\$ 67,661	\$	65,000	104.09%	-59.79%
Interest and Other Debt Costs		3,759	0	6,837	54.97%	5,450		15,000	36.33%	-31.04%
Capital Expenditures		194,906	un.	145,954	133.54%	1,152		91,000	1.27%	16820.81%
	Total: \$	\$ 225,873	₩.	180,000	125.48%	\$ 74,263 \$		171,000	43.43%	204.15%
Expense - Capital Improvement Fund 107		2Q 2024 Actual	al 20	24 Budget	2024 Budget 2Q % of Budget	2Q 2023 Actual		udget	2023 Budget 2Q% of Budget	2Q 2024 vs 2Q 2023
Transfer Out		\$	**	15,000	0.00%	\$ 2,500 \$		15,000	20.00%	-100.00%
	Total: \$	\$	w	15,000	0.00%	\$ 7,500 \$		15,000	50.00%	-100.00%
Expense - Criminal Justice Program Fund 108		2Q 2024 Actua	al 20	24 Budget	Actual 2024 Budget 2Q % of Budget	2Q 2023 Actual	2023 Bi	udget	2023 Budget 2Q% of Budget	2Q 2024 vs 2Q 2023
Operating Supplies		\$ 1,141	1 \$	1,545	73.86%	\$	\$	1,500	0.00%	100.00%
	Total: \$		1,141 \$	1,545	73.86%	\$	\$	1,500	0.00%	100.00%

# 2024 EXPENDITURES – OTHER FUNDS

Expense - Drug Enforcement/Investigation Fund 109		2Q 2024 Actual	2024 Budget	2Q % of Budget	2Q 2023 Actual	2023 Budget	2Q % of Budget	2Q 2024 vs 2Q 2023
K-9 Expenses		\$ 3,772	\$ 5,150	0 73.24%	\$ 1,902	\$ 5,000	38.04%	98.32%
Registrations		4		0.00%	82		100.00%	
	Total:	\$ 3,772	\$ 5,150	0 73.24%	\$ 1,952	\$ 5,000	39.04%	93.24%
Expense - Tourism Fund 110	7	2Q 2024 Actual	2024 Budget	2Q % of Budget	2Q 2023 Actual	2023 Budget	2Q % of Budget	2Q 2024 vs 2Q 2023
Administration - General	0,	-	\$	0.00%	\$ 340	\$	100.00%	-100.00%
Tourism Money Awarded - Chamber		8,404	46,350	0 18.13%	20,438	45,000	45.42%	-58.88%
Tourism Money Awarded - GMA		· ·	11,330	0.00%		11,000	0.00%	0.00%
Tourism Money Awarded - Jaycees		8		%00.0		10,000	0.00%	%00'0
Tourism Money Awarded - ABATE		2,000	13,390	0 52.28%	10,000	13,000	76.92%	-30.00%
Tourism Money Awarded - Brighter Goldendale			11,330	%00·0	9,023	1,000	902.30%	-100.00%
	Total:	\$ 15,404	\$ 82,400	0 18.69%	\$ 39,801	\$ 80,000	49.75%	-61.30%
Expense - Agency Suspense Fund 650	7	2Q 2024 Actual	2024 Budget	2Q % of Budget	2Q 2023 Actual	2023 Budget	2Q % of Budget	2Q 2024 vs 2Q 2023
Nonexpenditures	,	\$ 4,040	\$ 30,000	0 13.47%	\$ 6,113	\$ 30,000	20.38%	-33.92%
	Total:	\$ 4,040	\$ 30,000	0 13.47%	\$ 6,113	\$ 30,000	20.38%	-33.92%

# QUESTIONS

· Thank you!

AGENDA BILL: H1

AGENDA TITLE:

NO PARKING ON WEST BROADWAY

DATE:

**AUGUST 19, 2024** 

<b>ACT</b>	<b>ION</b>	REQU	JIRED:
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ORDINANCE	COUNCIL INFORMATION X	
RESOLUTION	OTHER CONSENSUS	
MOTION		

# **EXPLANATION:**

At the last Public Works Committee meeting the committee recommended bringing to the City Council a recommendation to eliminate the parking on West Broadway. Staff would like a consensus from the council on how to proceed with this recommendation.

Changing the parking on West Broadway will require the city to take certain steps. Including (but not limited to) legal advice, public hearings, and potentially paying for a traffic /safety study. All of which will require the expenditure of money and staff hours.

Before any action is taken by staff, a consensus of the council is requested.

AGENDA BILL: H2

AGENDA TITLE: CONSULTANT AGREEMENT FOR

WATERLINE IMPROVEMENT PROJECT

**DATE:** AUGUST 19, 2024

ACTION REQUIRED:		
ORDINANCE	COUNCIL INFORMATIONX	
RESOLUTION	OTHER	
MOTION X		

# **EXPLANATION:**

Please find attached a consultant agreement for the waterline improvement project and the attached memo. Dustin Conroy will be in attendance to answer questions regarding this project.

FISCAL IMPACT:

**ALTERNATIVES:** 

STAFF RECOMMENDATION:

# **MOTION:**

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE A PROPOSAL WITH PIONEER SURVEYING AND ENGINEERING TO PROVIDE DESIGN AND CONSTRUCTION PHASE ENGINEERING FOR THE 2023 WATERLINE REPLACEMENT PROJECT FOR THE CITY OF GOLDENDALE, BILLED HOURLY WITH A TOTAL NOT TO EXCEED \$597,314.00 WHICH RATIFIES AND CONFIRMS A PRIOR ACT DATED JANUARY 17, 2023

# **City of Goldendale**

# Memo

To: Mayor and Council

From: Larry Bellamy

CC: Sandy Wells, City Administrator

Date: August 12, 2024

Re: Waterline Improvement Project

In our review of the Project files from Pat Munyan desk, it was discovered that while the city has been operating as if Pioneer Surveying and Engineering (PSE) is the engineer of record on the Waterline Improvement Project, Phase 1 and Phase 2, the actual contract has never been placed on the council agenda for approval.

At the time of the preparation of application to the Public Works Trust Fund (PWTF), approximately September 6, 2022, pre-construction engineering was estimated at 15% and construction engineering at 15%, totaling \$597,314. See Exhibit A. A proposal and contract submitted by PSE was discussed with Pat Munyan. He gave verbal approval to Dustin Conroy to move forward on the project and start design of the project beginning on January 17, 2023 and billed on an hourly-not-to-exceed number. See Exhibit B.

The City continued to receive billings and remit payments to PSE according to the invoices presented. A copy of the Account Activity Report showing payments in the amount of \$98,497.53 to PSE for invoices dated February 2024 through August 2024. See Exhibit C.

The recommended motion is as follows: I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE A PROPOSAL WITH PIONEER SURVEYING AND ENGINEERING TO PROVIDE DESIGN AND CONSTRUCTION PHASE ENGINEERING FOR THE 2023 WATERLINE REPLACEMENT PROJECT FOR THE CITY OF GOLDENDALE, BILLED HOURLY WITH A TOTAL NOT TO EXCEED \$597,314 WHICH RATIFIES AND CONFIRMS A PRIOR ACT DATED JANUARY 17, 2023.

Exhibit A

# Engineer Estimate GOLDENDALE WATER 9/6/2022

Prepared by: Pioneer Surveying & Engineering, Inc.

Prepared for: City Of Goldendale

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Item No.	Description	Units	Quantity	Unit Price	Total Price
1	MOBILIZATOIN	LS	1	\$ 98,045.40	\$ 98,045.4
2	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$ 120,000.00	\$ 120,000.0
2	8" PVC WATER PIPE	LF	13407	\$ 70.00	\$ 938,490.0
3	4" HDPE WATER PIPE	LF	3000	\$ 60.00	\$ 180,000.0
4	2" TEMPORARY WATER LINE	LF	6100	\$ 30.00	\$ 183,000.0
5	8" WATER VALVE	EA	22	\$ 2,300.00	\$ 50,600.0
6	SERVICE CONNECTION	EA	100	\$ 2,500.00	\$ 250,000.0
7	SHORING OF EXTRA EXCAVATION (CLASS A)	LS	1	\$ 2,000.00	\$ 2,000.0
8	UNSUITABLE TRENCH AND FOUNDATION MATERIAL (COMMON PROPOSAL)	CY	80	\$ 75.00	\$ 6,000.0
9	CONNECT TO EXISTING PIPE	EA	24	\$ 1,000.00	\$ 24,000.0
	SUBTOTAL SCHEDULE				\$ 1,852,135.4
	Sales Tax @ 7.5%				\$ 138,910.1
	Total Bid Schedule 2				\$ 1,991,045.5

Preconstruction Engineering @ 15%

Subtotal

\$ 298,656.83

\$ 2,289,702.39

Construction Engineering @ 15%

\$ 298,656.83

Total Project \$ 2,588,359.22

Exhibit B



# Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

23-	902
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<b>Project No:</b>	

# PROPOSAL AND CONTRACT

PROJECT NAME: 2023 Waterline Replacement

DATE:

January 11, 2023

SUBMITTED TO: CITY OF GOLDENDALE

FIRM NAME & ADDRESS:

1103 S. COLUMBUS AVE. **GOLDENDALE, WA 98620** 

PHONE:

(509) 773-3771

FAX: (509) 773-9171

**EMAIL:** 

pmunyan@ci.goldendale.wa.us

CELL:

JOB DESCRIPTION: DESIGN AND CONSTRUCTION PHASE ENGINEERING

JOB LOCATION: GOLDENDALE, WA

CONTACT PERSON: DUSTIN CONROY, PE/PLS

PIONEER SURVEYING AND ENGINEERING, INC. agrees to furnish the following services for the shown compensation amounts:

SEE ATTACHMENT #1 - SCOPE OF WORK

Scope of work based on the attached plans provided by the City.

CONTRACT AMOUNT: BILLED HOURLY - TOTAL NOT TO EXCEED\$597,314.00

START DATE:

January 2023



Civil Engineering and Land Planning

Does not include:

Permit fees or application fees

See ITEM 6, EXHIBIT "A" in reference to authorization and compensation for EXTRAS.

Payment to be made as follows:

Billings will be made monthly for work performed. Payment will be due 30 days after receipt of invoice. Interest in the amount 1.5% per month will be charged on any unpaid balance after 30 days unless prior arraignments have been made.

THIS PROPOSAL AND CONTRACT IS GOVERNED BY THE TERMS AND CONDITIONS ON THE ATTACHED EXHIBIT "A". PLEASE READ.

NOTE: This Proposal may be withdrawn by PIONEER SURVEYING AND ENGINEERING, INC. if not accepted within 30 days.

Authorized Signature Vodal From Fat

Title City Administrator

Date 117/23

Acceptance of Proposal: I have read the above prices, specifications and all the terms and conditions printed on the attached <u>EXHIBIT "A"</u> and they are satisfactory and are hereby accepted. PIONEER SURVEYING AND ENGINEERING, INC. is authorized to commence work as specified and agreed to herein. Please sign both copies of the Contract and send one copy back to PIONEER SURVEYING AND ENGINEERING, INC.

Authorized Signature

Title

Date

117/23

# PSE

# Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

# EXHIBIT "A" TERMS AND CONDITIONS

**SECTION 1. APPROVAL**: The acceptance of this proposal constitutes a binding contract between PIONEER SURVEYING AND ENGINEERING, INC. and Purchaser of services (hereinafter referred to as Client), according to all the terms and conditions.

**SECTION 2. TERMS OF PAYMENT**: Payment for services specified herein will be due and payable 30 days after receipt of invoice unless otherwise specified herein.

Any monies not paid when due under this contract shall bear a Finance Charge at the rate of 1.5% a month on the balance until paid.

SECTION 3. TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the term thereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, PIONEER SURVEYING AND ENGINEERING, INC. shall be paid for services performed to the termination notice date plus reasonable termination expenses.

**SECTION 4. JOB CONDITIONS**: The Client shall give PIONEER SURVEYING AND ENGINEERING, INC. free and unobstructed access at all times to the place where work is to be done.

<u>SECTION 5. DELAYS</u>: PIONEER SURVEYING AND ENGINEERING, INC. shall not be responsible for delays or the inability to complete the services where occasioned by causes of any kind or extent beyond its control.

SECTION 6. EXTRAS: If the Client requests an alteration, modification or deviation from the original Scope of Work the Client agrees to pay the extra costs that occur. PIONEER SURVEYING AND ENGINEERING, INC. shall identify and negotiate with the Client any such changes in Scope prior to commencing work on said changes.

**SECTION 7. EXTRA DIRECT EXPENSES**: The Client shall pay directly, and on a timely basis, for such items as:

- a. Preliminary and final title certificate.
- b. Any and all application, processing, and recording fees, and review fees associated with the project.
- c. Any Administrative Services Agreement, which may be required by a reviewing agency.
- d. Field investigations, or special studies not performed by the ENGINEER,
- e. Reproduction and "out of pocket" expenses, mileage, equipment rental, etc.
- f. In the event that sales or other professional services taxes are initiated in the State of Washington during the course of this Agreement, Owner agrees to increase Engineer's compensation accordingly to offset said taxes, unless already included in the maximum price.



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**SECTION 8. VENUE - ATTORNEY FEE:** The Client expressly agrees that should it become necessary for PIONEER SURVEYING AND ENGINEERING, INC. to place this contract in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal and interest due under this contract, the Client shall pay, in addition to the principal and interest due, a reasonable attorney fee and, further, the Client shall pay all costs of the legal action, including but not limited to, filing fees, deposition costs, service fees, payment for witnesses, and court costs.

SECTION 9. COST OPINIONS: Any cost opinions or project economic evaluations provided by PIONNER SURVEYING AND ENGINEERING, INC. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, PIONEER SURVEYING AND ENGINEERING, INC. cannot warrant that bias, ultimate construction cost, or project economics will not vary from these opinions.

SECTION 10. NOTICE OF LIEN: The Client acknowledges that the notice has been given that a mechanic's or materialman's lien may be filed by PIONEER SURVEYING AND ENGINEERING, INC. for materials and services furnished under this contract and that the Client hereby consents that such lien may be filed as security for materials and services furnished to him under this contract. The Client expressly waives all other notice requirements that a lien may be claimed.

# SECTION 11. CONSTRUCTION WITHOUT CONSTRUCTION MANAGEMENT SERVICES:

The Owner understands that there may be misinterpretations of the Engineer's plans and specifications during construction which may lead to errors and subsequent damages. If the Owner elects to proceed with the work without the Engineer providing construction management services, resident engineering services, or on-site observation services, the Owner agrees to indemnify, hold harmless, and defend the Engineer against any and all claims which may arise out of the acts of the contractor performing work that is not in compliance with the intent of the design documents.

**SECTION 12. LIMITATION OF LIABILITY:** To the maximum extent permitted by law, PIONEER SURVEYING AND ENGINEERING, INC.'s liability will not exceed the compensation received by PIONEER SURVEYING AND ENGINEERING, INC. under this Agreement.

**SECTION 13. DISPUTES**: This Agreement shall be governed by and interpreted under the laws of the State of Washington. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this contract, that the form, venue and jurisdiction in that particular action shall be in Klickitat County, Washington.

SECTION 14. OWNERSHIP OF DOCUMENTS: All drawings, plans, specifications, and other related documents prepared by PIONEER SURVEYING AND ENGINEERING, INC. shall be the property of the Client. Any reuse shall be at the Clients sole risk and the Client shall indemnify and hold harmless PIONEER SURVEYING AND ENGINEERING, INC. for any costs or damages resulting from such reuse.

# PSE

# Pioneer Surveying and Engineering, Inc.

# Civil Engineering and Land Planning

# Attachment #1-- SCOPE OF WORK- 2023-2024 Waterline Project

Both parties hereto agree that the following constitute project goals, objectives, parameters, and constraints or limitations and establish hereby periodic review procedure by which the parties can mutually evaluate progress and compliance in meeting these criteria:

Goals:

Provide all design phase engineering.

Provide all construction phase engineering.

Provide all contract administration.

Objectives:

Design Phase Engineering

- 1. Topographic Surveys (USE CITY OF GOLDENDALE AERIAL)
- 2. Locate utilities and meet with companies
- 3. Prepare plan and profile drawings
- 4. Complete project design
- 5. Prepare detail drawings
- 6. Develop cost estimates
- 7. Prepare specifications
- 8. Prepare final contract documents for bid
- 9. Advertise bids
- 10. Bid opening
- 11. Notice to award
- 12. Notice to proceed

# Construction Phase Engineering

- 1. Provide contract administration
  - Meeting with Contractor and City and County
  - Prepare change orders and Pay Estimates
  - Review submittals
  - Final closeout

# 2. Provide construction inspection

- Insure Contractor complies with the contract specifications and document quantities used in pay items
- Perform all aspects of construction inspection as described in the Washington State Construction Manual
- Inspection is based on 8 hours per day for 150 construction days Additional time will be billed hourly.
   Cost of concrete cylinder testing will be billed separately.

Review and Evaluation: This is a schedule for evaluation meetings and performance reviews to assess the progress of the Consultant. On or about the dates listed below,

Review and evaluation will occur on a monthly prior to construction and after every bi-weekly construction meeting during construction.



Civil Engineering and Land Planning

Attachment #2 - PAYMENT SCHEDULE- SCOPE OF WORK-

2023-2024 Waterline Project

For the services performed, the Consultant will be paid monthly as charges accrue based on the hour fee schedule. The Consultant will not exceed without this agreement being formally amended in writing, and the fixed fee, which will not be increased except for a written amendment to this agreement increasing the Scope of Work, are listed below for each element of the Scope of Work.

	Tasks	Project Surveyor	Survey Assistant	Licensed Survey	Project Engineer	Design	Construction
Design Phase Engineering				•	6	Tang mean	
_	Predesign Memorandum						
2	Topographic Survey	08	80	08			
33	Existing Utility Locate						
4	Plan and Profile Drawings				200	009	
5	Public Presentation				0	0	
9	Drawing Details				100	200	
7	Construction Cost Estimate				40	40	
∞	Specifications				80	80	
6	Final Contract Documents				30	31	
10	Advertise Bids				2	2	
1	Bid Opening				2	2	
12	Review Bids and Prepare Notice to Award				2	2	
13	Coordination Meetings				150	200	
14	Construction Inspection				150	300	1300
15	Construction Staking	81	81	128		100	
	Hour Estimate	191	161	208	1056	1557	1300
	Billing Rate	\$100.00	\$85.00	\$185.00	\$185.00	\$135.00	\$95.00
	Labor Costs	\$16,100	\$13,685	\$38,480	\$195,360	\$210,195	\$123,500

125 Simcoe Drive, Goldendale, WA 98620 Phone: (509) 773-4945 • Fax: (509) 773-5888 pse@gorge.net

597,320

Total Cost

# **Account Activity**

Reference	Vendor Name	Fiscal Description	Date	Amount	Number
401-000-050-596-34-41-00	Professional Services				
Invoice					
23-902-1	Pioneer Surveying & Engineering	2023 - Feb 2023 - 1st	1/24/2023	\$2,875.00	56652
23-903-2		2023 - Mar 2023 - 2nd	2/20/2023	\$5,000.00	56774
23-902-3		2023 - Apr 2023 - 1st	3/22/2023	\$15,885.00	56830
23-902-5		2023 - May 2023 - 2nd	4/24/2023	\$10,072.50	56986
23-902-6	Pioneer Surveying & Engineering	2023 - Jun 2023 - 1st	5/26/2023	\$2,625.00	57042
23-902-7		2024 - Jan 2024 - 2nd	1/18/2024	\$11,270.00	57894
23-902-8		2024 - Mar 2024 - 1st	2/28/2024	\$6,255.00	58034
23-902-9	Pioneer Surveying & Engineering	2024 - Apr 2024 - 2nd	3/21/2024	\$5,535.00	58210
23-902-10	Pioneer Surveying & Engineering	2024 - May 2024 - 1st	4/29/2024	\$10,567.50	58270
23-902-11	Pioneer Surveying & Engineering	2024 - Jun 2024 - 2nd	5/28/2024	\$10,500.00	58393
23-902-12		2024 - Jul 2024 - 2nd	6/25/2024	\$13,212.53	58522
23-902-13		2024 - Aug 2024 - 1st	7/25/2024	\$4,700.00	
Total Invoice				\$98,497.53	
Total 401-000-050-596-34-41-00	34-41-00			\$98,497.53	

Printed by COG\LBellamy on 8/15/2024 10:27:30 AM Account Activity

	AGENDA TITLE	EKONE PARK DESIGN	
	DATE:	AUGUST 19, 2024	
ACTION REQUIR	ED:		
ORDINANCE	co	UNCIL INFORMATIONX	
RESOLUTION		OTHER	
MOTION	X		
	ll be in attendand	greement for the Ekone Park Improvement P ee to provide further details on the Ekone F	
FISCAL IMPACT:			
ALTERNATIVES:			
STAFF RECOMM	ENDATION:		

AGENDA BILL: H3

# **MOTION:**

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH PIONEER SURVEYING AND ENGINEERING TO DEVELOP A SITE PLAN FOR FUTURE IMPROVEMENTS TO EKONE PARK AND THE LITTLE LEAGUE FIELDS IN AN AMOUNT NOT TO EXCEED \$43,065.00



Civil Engineering and Land Planning

Projec	t No:	

# PROPOSAL AND CONTRACT

PROJECT NAME: 2024 Ekone Park Improvement Plan

**DATE:** August 14, 2024

SUBMITTED TO: CITY OF GOLDENDALE FIRM NAME & 1103 S. COLUMBUS AVE. ADDRESS: GOLDENDALE, WA 98620

PHONE: (509) 773-3771 FAX: (509) 773-9171

EMAIL: swells@ci.goldendale.wa.us CELL:

JOB DESCRIPTION: Ekone Park Improvement Plan

JOB LOCATION: GOLDENDALE, WA

CONTACT PERSON: DUSTIN CONROY, PE/PLS

<u>PIONEER SURVEYING AND ENGINEERING, INC.</u> agrees to furnish the following services for the shown compensation amounts:

Develop a site plan for future improvements to Ekone Park and the Little League Fields based on the City based on the discussions with the City. Provide a Cultural Resource Study prepared by Plateau CRM.

CONTRACT AMOUNT: BILLED HOURLY - TOTAL NOT TO EXCEED \$43,065.00

START DATE: January 2024



Civil Engineering and Land Planning

Does not include:  Permit fees or application fees
See ITEM 6, EXHIBIT "A" in reference to authorization and compensation for EXTRAS.
Payment to be made as follows:
Billings will be made monthly for work performed. Payment will be due 30 days after receipt of invoice. Interest in the amount 1.5% per month will be charged on any unpaid balance after 30 days unless prior arraignments have been made.
THIS PROPOSAL AND CONTRACT IS GOVERNED BY THE TERMS AND CONDITIONS ON THE ATTACHED EXHIBIT "A". PLEASE READ.
NOTE: This Proposal may be withdrawn by PIONEER SURVEYING AND ENGINEERING, INC. if not accepted within 30 days.
Authorized Signature
Title
Date
Acceptance of Proposal: I have read the above prices, specifications and all the terms and conditions printed on the attached <u>EXHIBIT "A"</u> and they are satisfactory and are hereby accepted. PIONEER SURVEYING AND ENGINEERING, INC. is authorized to commence work as specified and agreed to herein. Please sign both copies of the Contract and send one copy back to PIONEER SURVEYING AND ENGINEERING, INC.
Authorized Signature
Title
Date

# PSE

# Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

# EXHIBIT "A" TERMS AND CONDITIONS

<u>SECTION 1. APPROVAL</u>: The acceptance of this proposal constitutes a binding contract between PIONEER SURVEYING AND ENGINEERING, INC. and Purchaser of services (hereinafter referred to as Client), according to all the terms and conditions.

**SECTION 2. TERMS OF PAYMENT**: Payment for services specified herein will be due and payable 30 days after receipt of invoice unless otherwise specified herein.

Any monies not paid when due under this contract shall bear a Finance Charge at the rate of 1.5% a month on the balance until paid.

**SECTION 3. TERMINATION**: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the term thereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, PIONEER SURVEYING AND ENGINEERING, INC. shall be paid for services performed to the termination notice date plus reasonable termination expenses.

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SECTION 6. EXTRAS: If the Client requests an alteration, modification or deviation from the original Scope of Work the Client agrees to pay the extra costs that occur. PIONEER SURVEYING AND ENGINEERING, INC. shall identify and negotiate with the Client any such changes in Scope prior to commencing work on said changes.

**SECTION 7. EXTRA DIRECT EXPENSES**: The Client shall pay directly, and on a timely basis, for such items as:

- a. Preliminary and final title certificate.
- b. Any and all application, processing, and recording fees, and review fees associated with the project.
- c. Any Administrative Services Agreement, which may be required by a reviewing agency.
- d. Field investigations, or special studies not performed by the ENGINEER,
- e. Reproduction and "out of pocket" expenses, mileage, equipment rental, etc.
- f. In the event that sales or other professional services taxes are initiated in the State of Washington during the course of this Agreement, Owner agrees to increase Engineer's compensation accordingly to offset said taxes, unless already included in the maximum price.



Civil Engineering and Land Planning

**SECTION 8. VENUE - ATTORNEY FEE:** The Client expressly agrees that should it become necessary for PIONEER SURVEYING AND ENGINEERING, INC. to place this contract in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal and interest due under this contract, the Client shall pay, in addition to the principal and interest due, a reasonable attorney fee and, further, the Client shall pay all costs of the legal action, including but not limited to, filing fees, deposition costs, service fees, payment for witnesses, and court costs.

SECTION 9. COST OPINIONS: Any cost opinions or project economic evaluations provided by PIONNER SURVEYING AND ENGINEERING, INC. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, PIONEER SURVEYING AND ENGINEERING, INC. cannot warrant that bias, ultimate construction cost, or project economics will not vary from these opinions.

**SECTION 10. NOTICE OF LIEN:** The Client acknowledges that the notice has been given that a mechanic's or materialman's lien may be filed by PIONEER SURVEYING AND ENGINEERING, INC. for materials and services furnished under this contract and that the Client hereby consents that such lien may be filed as security for materials and services furnished to him under this contract. The Client expressly waives all other notice requirements that a lien may be claimed.

# SECTION 11. CONSTRUCTION WITHOUT CONSTRUCTION MANAGEMENT SERVICES:

The Owner understands that there may be misinterpretations of the Engineer's plans and specifications during construction which may lead to errors and subsequent damages. If the Owner elects to proceed with the work without the Engineer providing construction management services, resident engineering services, or on-site observation services, the Owner agrees to indemnify, hold harmless, and defend the Engineer against any and all claims which may arise out of the acts of the contractor performing work that is not in compliance with the intent of the design documents.

**SECTION 12. LIMITATION OF LIABILITY**: To the maximum extent permitted by law, PIONEER SURVEYING AND ENGINEERING, INC.'s liability will not exceed the compensation received by PIONEER SURVEYING AND ENGINEERING, INC. under this Agreement.

SECTION 13. DISPUTES: This Agreement shall be governed by and interpreted under the laws of the State of Washington. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this contract, that the form, venue and jurisdiction in that particular action shall be in Klickitat County, Washington.

SECTION 14. OWNERSHIP OF DOCUMENTS: All drawings, plans, specifications, and other related documents prepared by PIONEER SURVEYING AND ENGINEERING, INC. shall be the property of the Client. Any reuse shall be at the Clients sole risk and the Client shall indemnify and hold harmless PIONEER SURVEYING AND ENGINEERING, INC. for any costs or damages resulting from such reuse.

# ee.

Recreation and Conservation Office

Project Sponsor: City of Goldendale

Project Title: Ekone Park Design

# **RCO Planning for Recreation Access Grant Agreement**

Project Number: 22-2495P Approval Date: 07/01/2023

## **PARTIES OF THE AGREEMENT**

This Recreation and Conservation Office Agreement (Agreement) is entered into between the State of Washington Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917, and City of Goldendale (Sponsor, and primary Sponsor), 1103 S Columbus Ave, Goldendale, WA 98620, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, the identified Authorized Representative(s)/Agent(s) (Sponsor's signatory to this Agreement) have full authority to legally bind Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent (Sponsor signatory to this Agreement) Sponsor's governing body must provide RCO a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s).
- B. Amendments After the Period of Performance. RCO reserves the right to request, and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

# **PURPOSE OF AGREEMENT**

This Agreement sets out the terms and conditions by which a grant is made from the Recreation and Conservation Office (RCO) of the State of Washington. The grant is administered by RCO.

RCO seeks to fund, through this Agreement, construction predesign, general jurisdictional or regional comprehensive planning, and feasibility studies and processes in furtherance of the Planning for Recreation Access (PRA) grant program.

# **PUBLIC USE**

Upon completion of any construction/renovation or land acquisition (the purchase of real property or the purchase of term limited property rights) the planned facilities (per this agreement) must be open to the general public.

# **DESCRIPTION OF PROJECT**

The City of Goldendale will use this grant create a site-specific design for future development at Ekone Park. Grant funds will be used to hire professional assistance for a cultural resource survey, landscape architecture, community engagement efforts, and any related permits that will lead to a development plan for the site. The primary recreation opportunity supported by this project is passive and active outdoor recreation.

# PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2023 (PROJECT START DATE) and ends on December 31, 2024 (PROJECT END DATE). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

RCO: 22-2495 Revision Date: 10/26/2023 Page 1 of 18

# STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office are attached hereto and incorporated by reference as part of this Agreement.

# **PROJECT FUNDING**

The total grant award provided for this project shall not exceed \$85,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - Planning for Recreation Access	100.00%	\$85,000.00	State
Total Project Cost	100.00%	\$85,000.00	

# RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

# **AMENDMENTS TO AGREEMENT**

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

# COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and Sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Development Projects Manual 4
- Planning for Recreation Access Grant Guidelines
- Planning Guidelines Manual 2
- Reimbursements Manual 8

RCO: 22-2495 Revision Date: 10/26/2023 Page 2 of 18

# SPECIAL CONDITIONS

# **CULTURAL RESOURCES SPECIAL CONDITION:**

Survey Required: This agreement requires compliance with Executive Order 21-02. RCO has completed the initial consultation for this project and a cultural resources survey is required. The cultural resources surveys must include documentation of any above or below ground archaeological resources as well as any possible historic structures or buildings that may be affected by the project, including an Historic Property Inventory form for Ekone Park and a Site Form update for 45KL2137. The Sponsor must submit the results of the cultural resources survey to RCO and receive a notice of cultural resources completion. Ground disturbance started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

# **AGREEMENT CONTACTS**

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact
Patrick Munyan
City Administrator
1103 Sout Columbus
Goldendale, WA 98672
pmunyan@ci.goldendale.wa.us

Director

Recreation and Conservation Office

RCO Contact
Russell Malburg
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
russell.malburg@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

# **ENTIRE AGREEMENT**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

## **EFFECTIVE DATE**

Unless otherwise provided for in this Agreement, this Agreement, for Project 22-2495, shall become effective and binding on the date signed by both Sponsor and RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RECREATION AND CONSERVATION OFFICE. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

City of Goldendale

By: Patrick MunYan Jr.
Patrick MunYan Jr.
Patrick MunYan Jr.

Title: City Administrator

State of Washington Recreation and Conservation Office

By: Mark State Austin (Jan 23, 2024 18-49 PST)

FOR Megan Duffy

Date: Jan 23, 2024

Date: Jan 23, 2024

RCO: 22-2495 Revision Date: 10/26/2023 Page 3 of 18

Ву:	David & Marshet	Date:	10/26/2023	
Assi	stant Attorney General	· · · · · · · · · · · · · · · · · · ·		

Pre-approved as to form:

AGENDA BILL: 11 AGENDA TITLE: SIX-YEAR STREET PLAN **DATE:** AUGUST 19, 2024 **ACTION REQUIRED:** ORDINANCE\_\_\_\_\_ COUNCIL INFORMATION\_\_\_\_X\_\_\_ RESOLUTION X OTHER\_\_\_\_ MOTION\_\_\_\_X **EXPLANATION:** Dustin Conroy will attend the Council meeting to provide further details on the Six Year Transportation Improvement Program. Included in the pack are the projects listed on the plan and their estimated costs. FISCAL IMPACT: **ALTERNATIVES:** STAFF RECOMMENDATION: MOTION:

I MOVE TO ADOPT RESOLUTION NO. 737 ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR CITY STREETS PURSUANT

TO RCW 35.77.010.

# CITY OF GOLDENDALE GOLDENDALE, WASHINGTON

# **RESOLUTION NO. 737**

# A RESOLUTION ADOPTING A SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR CITY STREETS PURSUANT TO RCW 35.77.010

**WHEREAS,** RCW 35.77.010 requires the legislative body of each city and town, pursuant to public hearing, prepare and adopt a comprehensive street program for the ensuing six years and file the same with the Director of Highways not more than thirty days after its adoption; and

**WHEREAS**, pursuant to RCW 35.77.010, Notice of Public Hearing was published in the Goldendale Sentinel on August 7<sup>th</sup>, 2024, and the public hearing was conducted by the City Council in Council Chambers at City Hall, Goldendale, Washington at 6:00 PM on the 19<sup>th</sup> of August 2024,

NOW, THEREFORE BE IT RESOLVED by the City Council as follows:

# **SECTION 1:**

Pursuant to RCW 35.77.010 the City of Goldendale hereby adopts the Six Year Transportation Improvement Program for City Streets, a copy of which is attached and incorporated as part of this resolution.

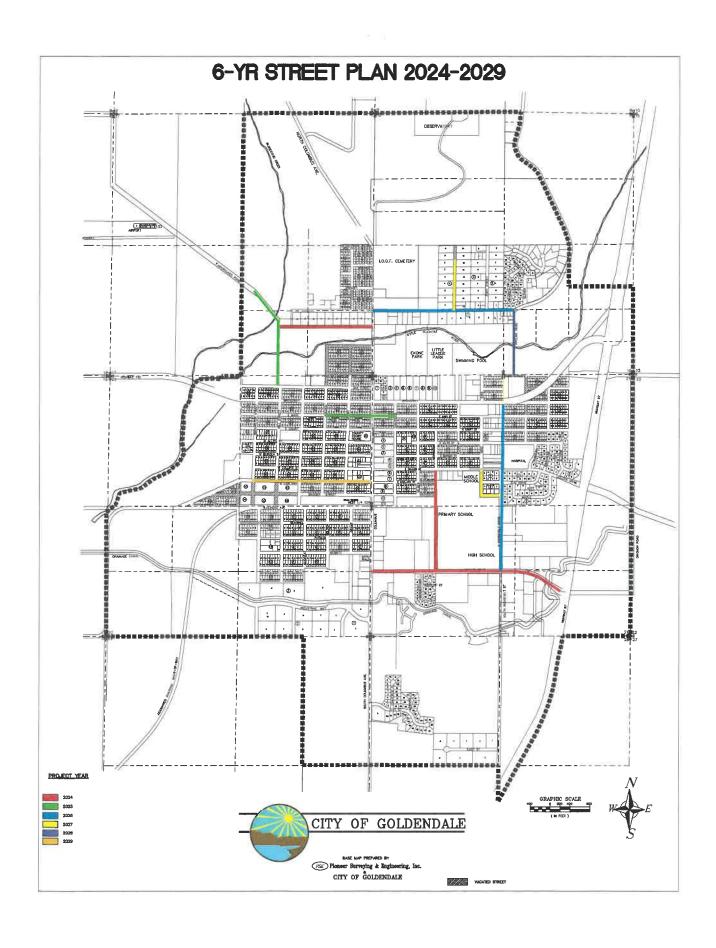
# **SECTION 2:**

This resolution is effective five (5) days after its publication according to law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON, this 19<sup>th</sup> day of August, 2024.

	Dave Jones, Mayor
	Dave sories, mayor
ATTEST:	
7.11201	
Shelly Enderby, Clerk-Treasurer	

			2024-2029 PROJECTS	OJECTS						
			6-YR STREET PLAN	PLAN						
YEAR	PROJECT	Impovement	Limits	PCR Score	Funds	PE- City	PE-TIB	CN-City	CN-TIB	Total
2025	2025 W Darland	Reconstruction	City Limits(Railroad Ave) to Mill ST.	50.4	\$906,048	\$13,591	\$90,605	\$45,302	\$756,550	\$906,048
2026	5 S. Shuster	Reconstruction	Collins to Simcoe Dr	37	\$987,360	\$14,810	\$98,736	\$49,368	\$824,446	\$987,360
2027	North Mill St.	Reconstruction	Broadway to City Limits	35	\$720,720	\$10,811	\$72,072	\$36,036	\$601,801	\$720,720
2028	2028 W Darland	Reconstruction	Mill St to Columbus	70.9	\$555,984	\$8,340	865,23\$	\$27,799	\$464,247	\$555,984
5029	East Simcoe	Grind, 2" Overly	SR97 to Columbus	70.2	\$255,962	\$3,839	965'52\$	\$12,798	\$213,729	\$255,962
2030	Main St	Reconstruction	Golden to Chatfiel	71	\$555,984	\$8,340	\$52,538	\$27,799	\$464,247	\$555,984
						\$59,731	\$398,206	\$199,103	\$3,325,019	\$3,982,058



Street	Improvement	Limits	PRC Scare	PRC Scare Length (FT)	Funds	PE-City	PE-TIB	CN-City	CN-TIB	Total
McKinley St	Pulverize Shape double otto seal	Grant to Coulumbus	36		422 \$ 10,972.00	\$ 164.58	3 \$ 1,097.20	\$ 548.60	\$ 9,161.62	\$ 10,972.00
N Grant St	Pulverize Shape double otto seal	McKinley to N EOR	72	264	\$ 6,864.00	\$ 102.96	5 \$ 686.40	\$ 343.20	\$ 5,731.44	\$ 6,864.00
Pine St	Pulverize Shape double otto seal	NE High St to End	28	945	\$ 24,570.00	\$ 368.55	5 \$ 2,457.00	\$ 1,228.50	\$ 20,515.95	\$ 24,570.00
NE 2nd St	Pulverize Shape double otto seal	N King to EOR	20	422	\$ 10,972.00	\$ 164.58	3 \$ 1,097.20	\$ 548.60	\$ 9,161.62	\$ 10,972.00
Glover St	Pulverize Shape double otto seal	Pipeline Dr to EOR	40	1047	\$ 27,222.00	\$ 408.33	\$ 2,722.20	\$ 1,361.10	\$ 22,730.37	\$ 27,222.00
Whitney Ct	Pulverize Shape double otto seal	Glover St To EOR	40	264	\$ 6,864.00	\$ 102.96	5 \$ 686.40	\$ 343.20	\$ 5,731.44	\$ 6,864.00
Franklin Ct	Pulverize Shape double otto seal	Glover St to EOR	63	475	\$ 12,350.00	\$ 185.25	5 1,235.00	\$ 617.50	\$ 10,312.25	\$ 12,350.00
NW High St	Pulverize Shape double otto seal	Byars St to Columbus Ave.	50	1917	\$ 49,842.00	\$ 747.63	3 \$ 4,984.20	\$ 2,492.10	\$ 41,618.07	\$ 49,842.00
Grant Ave N	Pulverize Shape double otto seal	EOR to NW 2nd	28	253	\$ 5,819.00	\$ 87.29	\$ \$ 581.90	\$ 290.95	\$ 4,858.87	\$ 5,819.00
Grant Ave s	Pulverize Shape double otto seal	Broadway to Allyn St	20	755	\$ 19,630.00	\$ 294.45	5 \$ 1,963.00	\$ 981.50	\$ 16,391.05	\$ 19,630.00
NW 2nd ST	Pulverize Shape double otto seal	Mill St to Columbus Ave	41	1869	\$ 48,594.00	\$ 728.91	1 \$ 4,859.40	\$ 2,429.70	\$ 40,575.99	\$ 48,594.00
N Klickitat St	Pulverize Shape double otto seal	NW 2nd to Broadway	32	259	\$ 6,734.00	\$ 101.01	\$ 673.40	\$ 336.70	\$ 5,622.89	\$ 6,734.00
Academy St	Pulverize Shape double otto seal	Broadway to Main	28	253	\$ 6,578.00	\$ 98.67	7 \$ 657.80	\$ 328.90	\$ 5,492.63	\$ 6,578.00
Golden	Pulverize Shape double otto seal	Broadway to Allyn St	51	781	\$ 20,306.00	\$ 304.5	304.59 \$ 2,030.60	\$ 1,015.30	\$ 16,955.51	\$ 20,306.00
Main St	Pulverize Shape double otto seal	West EOR to Washington	50		290 \$ 7,540.00	\$ 113.10	3 \$ 754.00	\$ 377.00	\$ 6,295.90	\$ 7,540.00
Court	Pulverize Shape double otto seal	Mill St to Golden	48	940	\$ 24,440.00	\$ 366.60	\$ 2,444.00	\$ 1,222.00	\$ 20,407.40	\$ 24,440.00
Court	Pulverize Shape double otto seal	West EOR to Washington	0	106	\$ 2,438.00	\$ 36.57	7 \$ 243.80	\$ 121.90	\$ 2,035.73	\$ 2,438.00
Allyn	Pulverize Shape double otto seal	West EOR to Washington	0	158	\$ 3,634.00	\$ 54.51	1 \$ 363.40	\$ 181.70	\$ 3,034.39	\$ 3,634.00
Columbus	Otto Seal	Observitory hill RD to Broadway	77	3170	\$ 31,700.00	\$ 475.50	\$ 3,170.00	\$ 1,585.00	\$ 26,469.50	\$ 31,700.00
NW High St	Otto Seal	Columbus Ave to Pipeline	80	2287	\$ 22,870.00	\$ 343.05	5 \$ 2,287.00	\$ 1,143.50	\$ 19,096.45	\$ 22,870.00
Ankeny	Otto Seal	Grant to Columbus	72	407	\$ 4,070.00	\$ 61.05	5 \$ 407.00	\$ 203.50	\$ 3,398.45	\$ 4,070.00
N Grant St	Otto Seal	McKinley to Ankeny	63	475	\$ 4,750.00	\$ 71.25	5 \$ 475.00	\$ 237.50	\$ 3,966.25	\$ 4,750.00
N Grant St	Otto Seal	2nd to broadway	9	264	\$ 2,640.00	\$ 39.60	3 \$ 264.00	\$ 132.00	\$ 2,204.40	\$ 2,640.00
Golden	Otto Seal	2nd to broadway	55	253	\$ 2,530.00	\$ 37.95	5 \$ 253.00	\$ 126.50	\$ 2,112.55	\$ 2,530.00
Post	Otto Seal	high st to EOR	81	1320	\$ 13,200.00	\$ 198.00	3   \$ 1,320.00	\$ 660.00	\$ 11,022.00	\$ 13,200.00
Wilber St	Otto Seal	Broadway to Ekone Park	44	581	\$ 5,810.00	\$ 87.15	5 \$ 581.00	\$ 290.50	\$ 4,851.35	\$ 5,810.00
Whitney Dr	Otto Seal	Glover St To EOR	40	\$   262	\$ 7,920.00	\$ 118.80	0 \$ 792.00	\$ 396.00	\$ 6,613.20	\$ 7,920.00
Hoodview PL	Otto Seal	Whitney dr to EWoR	81	634 \$	\$ 6,340.00	\$ 95.10	3 \$ 634.00	\$ 317.00	\$ 5,293.90	\$ 6,340.00
Pipeline Rd	Otto Seal	3rd St to Glover	36		1426 \$ 14,260.00	\$ 213.90	\$ 1,426.00	\$ 713.00	\$ 11,907.10	\$ 14,260.00
Washinton St	Otto Seal	Broadway to Darland	63	1584	\$ 15,840.00	\$ 237.60	1,584.00	\$ 792.00	\$ 13,226.40	\$ 15,840.00
Mill St	Otto Seal	Broadway to Darland	63	1573	\$ 15,730.00	\$ 235.95	5 \$ 1,573.00	\$ 786.50	\$ 13,134.55	\$ 15,730.00
Klickitat St	Otto Seal	Broadway to Darland	63	1558	\$ 15,580.00	\$ 233.70	1 \$ 1,558.00	\$ 779.00	\$ 13,009.30	\$ 15,580.00
Main St.	Otto Seal	Washington to Golden	72	2354	\$ 23,540.00	\$ 353.10	3 2,354.00	\$ 1,177.00	\$ 19,655.90	\$ 23,540.00
Court St	Otto Seal	Washington to Mill; Golden to Grant	53		÷	\$ 142.50	s	s	\$ 7,932.50	\$ 9,500.00
Allyn Si	Otto Seal	Grant to Columbu	75	528	\$ 5,280.00	\$ 79.20	0 \$ 528.00	\$ 264.00	\$ 4,408.80	\$ 5,280.00

			Otto Seal (Dirty Chip Seal) Street	Jirty Chip sea	I) Street						
/ear	Street	Improvement	Limits	PRC Score Length (FT)	Length (FT)	Funds	PE-City	PE-TIB	CN-City	CN-TIB	Total
2026	2026 E Main St	Otto Seal	Chatfield to Acadamey	72	1730	\$ 17,300.00	\$ 259.50	\$ 1,730.00	\$ 865.00	\$ 14,445.50	\$ 17,300.00
2026	2026 Wilber St	Otto Seal	Broadway to Darland Dr	92	1888	\$ 18,880.00	\$ 283.20	\$ 1,888.00	\$ 944.00	\$ 15,764.80	\$ 18,880.00
2026	lt St	Otto Seal	Broadway to Columbus	89	3444	\$ 34,440.00	\$ 516.60	\$ 3,444.00	\$ 1,722.00	\$ 28,757.40	\$ 34,440.00
2026	2026 E Allyn	Otto Seal	Rosevelt to Allison Way	43	1130	1130 \$ 11,300.00	\$ 169.50	\$ 1,130.00	\$ 565.00	\$ 9,435.50	\$ 11,300.00
2026	Way	Otto Seal	E Allyn to Collins	32	169	\$ 6,910.00	\$ 103.65	\$ 691.00	\$ 345.50	\$ 5,769.85	\$ 6,910.00
2026	2026 Roe Dr	Otto Seal	End of road to Allison way	99	371	\$ 3,710.00	\$ 55.65	\$ 371.00	\$ 185.50	\$ 3,097.85	\$ 3,710.00
2026	2026 Brashear Way	Otto Seal	Collins Dr to E Allyn	54	585	\$ 5,820.00	\$ 87.30	\$ 582.00	\$ 291.00	\$ 4,859.70	\$ 5,820.00
2026	2026 Elm Dr	Otto Seal	King St to Collins Dr	28	1327	\$ 13,270.00	\$ 199.05	\$ 1,327.00	\$ 663.50	\$ 11,080.45	\$ 13,270.00
2026	2026 Maple Dr	Otto Seal	Elm Dr to Collins Dr	28	1416	1416 \$ 14,160.00	\$ 212.40	\$ 1,416.00	\$ 708.00	\$ 11,823.60	\$ 14,160.00
2026		Otto Seal	Collins Dr to Brooks Ave	37	490	\$ 4,900.00	\$ 73.50	\$ 490.00	\$ 245.00	\$ 4,091.50	\$ 4,900.00
2026	2026 Brooks Ave	Otto Seal	S King St to Roosevelt	40	415	\$ 4,150.00	\$ 62.25	\$ 415.00	\$ 207.50	\$ 3,465.25	\$ 4,150.00
2027		Otto Seal	Highway 97 to Columbus Ave	73	3537	\$ 35,370.00	\$ 530.55	\$ 3,537.00	\$ 1,768.50	\$ 29,533.95	\$ 35,370.00
2027	2027 12th St CT	Otto Seal	End of road to Bennett Dr	45	238	\$ 2,380.00	\$ 35.70	\$ 238.00	\$ 119.00	\$ 1,987.30	\$ 2,380.00
2027	2027 Bennett Dr	Otto Seal	End of road to Simcoe Dr.	45	854	\$ 8,540.00	\$ 128.10	\$ 854.00	\$ 427.00	\$ 7,130.90	\$ 8,540.00
2027	2027 S Baker St(Gravel RD) Double (	Double Otto Seal	Darland to Railroad	0	315	\$ 7,245.00	\$ 108.68	\$ 724.50	\$ 362.25	\$ 6,049.58	\$ 7,245.00
2027	2027 Railroad Ave	Otto Seal	CL to Columbus	52	3926	3926 \$ 39,260.00	\$ 588.90	\$ 3,926.00	\$ 1,963.00	\$ 32,782.10	\$ 39,260.00
2027	2027 S Mill Ave	Otto Seal	Railroad to Nesbitt St	70	290	\$ 2,900.00	\$ 43.50	\$ 290,00	\$ 145.00	\$ 2,421.50	\$ 2,900.00
2027	2027 S Klickitat Ave	Otto Seal	Railroad to Nesbitt St	77	940 \$	9,400.00	\$ 141.00	\$ 940.00	\$ 470.00	\$ 7,849.00	\$ 9,400.00
2027	2027 S Golden Ave	Otto Seal	Railroad to Nesbitt St	77	106	\$ 1,060.00	\$ 15.90	\$ 106.00	\$ 53.00	\$ 885.10	\$ 1,060.00
2027	2027 S Grant Ave	Otto Seal	Railroad to Nesbitt St	70	158	\$ 1,580.00	\$ 23.70	\$ 158.00	\$ 79.00	\$ 1,319.30	\$ 1,580.00
2027	ST	Otto Seal	5 Mill to Columbus Ave	70	3170	3170 \$ 31,700.00	\$ 475.50	\$ 3,170.00	\$ 1,585.00	\$ 26,469.50	\$ 31,700.00
2027	2027 Putman St	Otto Seal	Klickitat Ave to Columbus Ave	63	2287	\$ 22,870.00	\$ 343.05	\$ 2,287.00	\$ 1,143.50	\$ 19,096.45	\$ 22,870.00
2027	2027 Nesbitt St	Otto Seal	5 Mill to Columbus Ave	70	1	900 \$ 19,000.00	\$ 285.00	\$ 1,900.00	\$ 950.00	\$ 15,865.00	\$ 19,000.00
2027	2027 Golden Ridge Dr	Otto Seal	Columbus to End of City Road	72	475	\$ 4,750.00	\$ 71.25	\$ 475.00	\$ 237.50	\$ 3,966.25	\$ 4,750.00
2027	2027 Jaxon St	Otto Seal	19th to 21st ST	89	989	\$ 6,860.00	\$ 102.90	\$ 686.00	\$ 343.00	\$ 5,728.10	\$ 6,860.00
2027	ld PL	Otto Seal	21st St to End of Road	89	591	\$ 5,910.00	\$ 88.65	\$ 591.00	\$ 295.50	\$ 4,934.85	\$ 5,910.00
2027	2027 21st St (	Otto Seal	Columbus Ave to End of Ros	70	1337	\$ 13,370.00	\$ 200.55		\$ 668.50	\$ 11,163.95	\$ 13,370.00
					Project Total	\$310.855.00 \$	C 0 C 2 D 10 2	C31 005 FO	77 6 47 77 4	400000000000000000000000000000000000000	00 220

