

**GOLDENDALE CITY COUNCIL  
REGULAR MEETING  
SEPTEMBER 3, 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
- E. Agenda
  - 1. Approval of Agenda
  - 2. Consent Agenda
    - a. Approval of Minutes
    - b. Claims
    - c. Payroll
    - d. Other
- F. Presentations
  - 1. Mt Adams Transportation Presentation by Sharon Carter
- G. Department Reports
- H. Council Business
  - 1. Capital Outlay Request – Building Department Vehicle
  - 2. Amendment - Interlocal Joint Use Agreement with Central Klickitat Conservation District
- I. Resolutions
- J. Ordinances
  - 1. Ord. No. 1540 – Park Use
- 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 SEPT 16, 2024, AT 6:00 PM.**

**AGENDA TITLE: CONSENT AGENDA**

**DATE: SEPTEMBER 3, 2024**

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION  X

RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION  X

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**EXPLANATION:**

The consent agenda includes the following:

Minutes of the August 19, 2024 regular council meeting, second pay period August checks #58605 – 58614, 901803, direct deposit 8/20/2024 in the amount of \$130,735.05, 8/28/2024 claims checks #58600 – 58604, 58615 – 58643, 901804 in the amount of \$76,646.88.

**FISCAL IMPACT:**

Payroll checks in the amount of \$130,735.05 claims checks in the amount of \$76,646.88.

**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 19, 2024  
6:00 PM**

Mayor Dave Jones 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), Council Member Steve Johnston, Council Member Andy Halm, Council Member Loren Meagher, Council Member Miland Walling, Council Member Theone Wheeler (Zoom), Council Member Ellie Casey, Council Member Danielle Clevidence

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

**CLOSED PUBLIC COMMENT**

NO COMMENT

**PUBLIC HEARING**

**Six Year Street Plan by Dustin Conroy**, this public hearing is being held to give the public an opportunity to comment on the Six Year Street Plan. 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. Public comment is an essential part of government process and transparency. The City Council and Administration continually look forward to public participation to help guide the future of the City of Goldendale.

**Closed Record Public Hearing for Captain Jack Commons RV Park by Quinn Plant and the Staff Report was given by Larry Bellamy**, a Conditional Use Application was submitted by 216 Simcoe LLC (Gene Callan) to the City of Goldendale on April 10, 2024, to construct a Recreational Vehicle, Motorcoach and Equestrian Neighborhood at 216 Simcoe Drive (Old Nursing Home site). The proposal was presented to the Board of Adjustment on May 9, 2024. The Board of Adjustment chose to deny the request. The Board of Adjustment decision was appealed by the applicant to the council. Council may Affirm the decision of the Board of Adjustment or Reverse the decision of the Board of Adjustment.

There was discussion on the number of horses that would be allowed at one time in the city limits.

**Motion:** I move to Affirm the decision by the Board of Adjustment, **Action:** Motion, **Moved by** Council Member Steve Johnston, **Seconded by** Council Member Miland Walling.

**Ayes:** Council Member Steve Johnston, Council Member Miland Walling, Council Member Danielle Clevidence, Council Member Andy Halm, Council Member Loren Meagher

**Nays:** Council Member Theone Wheeler, Member Ellie Casey  
Motion Passed (**summary:** Ayes = 5, Nays =2, Abstain =0)

## **NO COMMENT**

**Closed the Public Hearing 6:10 PM**

## **AGENDA AND CONSENT AGENDA**

**Motion:** I move to approve the agenda and consent agenda, **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Steve Johnston.  
Motion Passed Unanimously

## **PRESENTATIONS**

**2<sup>nd</sup> Quarter Budget Review by Jen Forsberg**, Jen Forsberg gave the council an update on the 2<sup>nd</sup> Quarter Budget for 2024.

## **DEPARTMENT REPORTS**

**Police Chief Mike Smith** – Received new patches with the new logo. New Officer Dusty Vorce starts on September 4<sup>th</sup>. Last week we were at the fair and handed out helmets.

**City Administrator Sandy Wells-** WCIA training will be on September 9<sup>th</sup> at 4pm.

## **COUNCIL BUSINESS**

**No Parking on West Broadway by Mayor Dave Jones**, at the last Public Works Committee meeting the committee recommended bringing to the City Council a recommendation to eliminate 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

**Council Member Steve Johnston** – Should approach the State to see what they will allow

**Council Member Andy Halm**– Hearing from the state and the public is more important than spending money and then finding out we can't do it anyways

**Council Member Danielle Clevidence** – Agrees with Andy

**Council Member Loren Meagher**– The public needs information to make an informed decision

**Council Member Miland Walling**– Should talk to the state first

**Council Member Theone Wheeler** – Should go to the state first to get actual information to present to the public and then get public opinion then proceed

**Motion:** I move to engage engineering services and a public hearing to move forward with this proposal, **Action:** Motion, **Moved by** Council Member Loren Meagher, **Seconded by** Council Member Theone Wheeler.

**Ayes:** Council Member Steve Johnston, Council Member Miland Walling, Council Member Theone Wheeler, Council Member Ellie Casey, Council Member Loren Meagher

**Nays:** Council Member Andy Halm, Member Danielle Clevidence  
Motion Passed (**summary:** Ayes = 5, Nays =2, Abstain =0)

**Consultant Agreement for Waterline Improvement Project by Dustin Conroy,** Dustin went over the waterline improvement project

**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, **Action:** Motion, **Moved by** Council Member Danielle Clevidence, **Seconded by** Council Member Ellie Casey.  
Motion Passed Unanimously

**Consultant Agreement for Ekone Park Design by Dustin Conroy,** Dustin went over the design and improvement plan for Ekone Park

**Council Member Loren Meagher** – How were those priorities identified

**Mayor Dave Jones** – The little league fields were the number one reason for the planning grant. Items from the parks plan were transferred over to this

**Council Member Loren Meagher** – Did the full council approve the parks plan

**Mayor Dave Jones** – No the parks plan is not finished yet.

**Dustin Conroy** – The scope has changed the initial plan was to improve parking at the little league field and a building which can't be done in the flood plain. The cultural resource study proved we could not dig there

**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, **Action:** Motion, **Moved by** Council Member Miland Walling, **Seconded by** Council Member Andy Halm.  
Motion Passed Unanimously

## **RESOLUTIONS**

**Res No 737 – Six Year Street Plan by Dustin Conroy,** Dustin went over the six year street plan

**Motion:** I move to adopt resolution no. 737 adopting a six-year transportation improvement program for city streets pursuant to RCW 35.77.010, **Action: Motion, Moved by** Council Member Steve Jonston, **Seconded by** Council Member Danielle Clevidence.

Motion Passed Unanimously

#### **REPORT OF OFFICERS**

**Council Member Miland Walling** – The airport committee met with Senator Cantwell

**Council Member Danielle Clevidence** – Good budgeting meeting earlier. Thank you to all the law enforcement officers and firefighters

**Council Member Andy Halm** – Busy day with all the meetings and trainings a lot of good communication

**Council Member Loren Meagher** – When is the next organizational workshop

**Council Member Theone Wheeler** - Appreciated Jen and the budget. Would like to find more ways to get revenue into the city. Thanks to the fire department and police department for all the hard work

**Mayor Dave Jones** – We took delivery of the new Ekone Park playground equipment. It is scheduled for installation at the end of September

#### **OPEN PUBLIC COMMENT**

NO COMMENT

**Budget Meeting on September 9<sup>th</sup> at 2pm**

**WCIA Training on September 9<sup>th</sup> at 4pm**

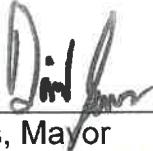
**Organizational Workshop on September 9<sup>th</sup> at 6pm**

#### **ADJOURNMENT**

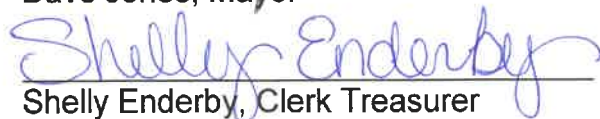
7:31 PM

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

**Motion passed unanimously.**

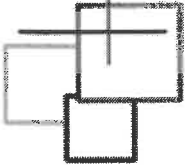


\_\_\_\_\_  
Dave Jones, Mayor



\_\_\_\_\_  
Shelly Enderby, Clerk Treasurer

# Register



Fiscal: 2024  
 Deposit Period: 2024 - Aug 2024  
 Check Period: 2024 - Aug 2024 - 2nd Council Aug 2024

Number	Name	Print Date	Clearing Date	Amount
<b>1st Security Bank of Washington</b>	<b>20016310</b>			
<b>Check</b>				
58600	Verizon Wireless	8/19/2024		\$440.11
58601	Hattenhauer Energy Co LLC	8/19/2024		\$2,071.56
58602	Avista Utilities	8/20/2024		\$91.52
58603	AT&T Mobility	8/20/2024		\$86.93
58604	Klickitat County	8/20/2024		\$52.00
58615	Menke Jackson Beyer LLP	8/21/2024		Void
58616	Life Flight Network Foundation	8/21/2024		\$62.50
58617	Umpqua Bank	8/26/2024		\$8,461.83
58618	Anatek Labs Inc	9/3/2024		\$240.00
58619	Bishop Sanitation Inc	9/3/2024		\$73.50
58620	Black Knight Emblem & Insignia LLC	9/3/2024		\$315.00
58621	Bohn's Printing	9/3/2024		\$196.16
58622	Cimco-GC Systems Inc	9/3/2024		\$2,939.30
58623	Clifford & Martin Inc	9/3/2024		\$83.48
58624	Ensemble Solutions Group	9/3/2024		\$17,255.89
58625	Goldendale Chamber	9/3/2024		\$3,343.78
58626	Goldendale City of	9/3/2024		\$379.94
58627	Goldendale Sentinel	9/3/2024		\$136.00
58628	H.D. Fowler	9/3/2024		\$3,881.61
58629	IBS Incorporated	9/3/2024		\$73.58
58630	Klickitat County Health Dept	9/3/2024		\$140.00
58631	Klickitat Valley Business Unit	9/3/2024		\$184.00
58632	L N Curtis & Sons	9/3/2024		\$10,742.92
58633	Mid-Columbia Economic Development District	9/3/2024		\$3,159.00
58634	Optimist Printers	9/3/2024		\$1,113.70
58635	RH2 Engineering Inc	9/3/2024		\$370.54
58636	Richard Orfmann	9/3/2024		\$65.48
58637	Sawyer's True Value	9/3/2024		\$649.99
58638	Shred Northwest Inc	9/3/2024		\$75.25
58639	Stearns Bank N.A.	9/3/2024		\$1,385.07
58640	Two Mountain Marketing	9/3/2024		\$4,147.00
58641	Uline	9/3/2024		\$89.94
58642	Vision Municipal Solutions LLC	9/3/2024		\$1,182.50
58643	Zumar Industries, Inc.	9/3/2024		\$375.94

Number	Name	Print Date	Clearing Date	Amount
901804	HSA Bank Employee Plan Funding	8/14/2024		\$12,770.86
			<b>Total</b>	\$76,646.88
			<b>Total</b>	\$76,646.88
			<b>Grand Total</b>	\$76,646.88


Check  
20016310



**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 58600 through 58604, 58615 – 58643, 901804 in the amount of \$76,646.88, and unpaid obligations against the City of Goldendale, Washington and that I am authorized to certify said claims.

DATED this 28 day of August, 2024.

  
\_\_\_\_\_  
Sandy Wells, City Administrator

# Register Activity

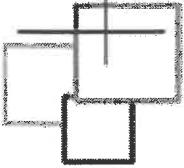
Fiscal: 2024  
 Period: 2024 - Aug 2024  
 Council Date: 2024 - Aug 2024 - 2nd Council Aug 2024

Reference	Date	Amount	Notes
<b>Reference Number: 58600</b> 9970648111	Verizon Wireless 8/27/2024	\$440.11	GPD Laptops
<b>Reference Number: 58601</b> CL16865	Hattenhauer Energy Co LLC 8/15/2024	\$2,071.56	Fuel
<b>Reference Number: 58602</b> Invoice - 8/20/2024 9:36:39 AM	Avista Utilities 8/12/2024	\$91.52	Natural Gas Utilities
<b>Reference Number: 58603</b> 2872858483135X08182024	AT&T Mobility 8/10/2024	\$86.93	Chlorination Station Hotspot
<b>Reference Number: 58604</b> Invoice - 8/20/2024 2:21:28 PM	Klickitat County 8/20/2024	\$52.00	Road Approach Permit No. P071823
<b>Reference Number: 58616</b> Invoice - 8/21/2024 10:15:10 AM	Life Flight Network Foundation 8/21/2024	\$62.50	New Enrollment - Jessica Bennett
<b>Reference Number: 58617</b> Invoice - 8/26/2024 10:16:58 AM	Umpqua Bank 8/14/2024	\$8,461.83	Credit Card
<b>Reference Number: 58618</b> 2420470	Anatek Labs Inc 8/20/2024	\$240.00	Herbicides Testing
<b>Reference Number: 58619</b> CR012800	Bishop Sanitation Inc 8/21/2024	\$73.50	Airport Port-a-Pottie Rental
<b>Reference Number: 58620</b> 475	Black Knight Emblem & Insignia LLC 8/15/2024	\$315.00	Patches
<b>Reference Number: 58621</b> 3742 3743 3744	Bohn's Printing 8/27/2024 8/27/2024 8/27/2024	\$196.16 \$133.99 \$33.66 \$28.51	Copies Copies Copies
<b>Reference Number: 58622</b> 45044	Cimco-GC Systems Inc 8/17/2024	\$2,939.30	Valves

Reference	Date	Amount	Notes
<b>Reference Number: 58623</b>		<b>\$83.48</b>	
<u>1236955</u>	7/2/2024	\$31.02	Water
<u>1240713</u>	7/30/2024	\$39.56	Water
<u>1242236</u>	7/31/2024	\$12.90	Cooler Rental
<b>Reference Number: 58624</b>		<b>\$17,255.89</b>	
<u>91784</u>	7/1/2024	\$17,255.89	Body Cameras
<b>Reference Number: 58625</b>		<b>\$3,343.78</b>	
<u>1407</u>	8/17/2024	\$2,343.78	Tourism Reimbursement
<u>1413</u>	8/17/2024	\$1,000.00	Community Days Reimbursement
<b>Reference Number: 58626</b>		<b>\$379.94</b>	
<u>24-24</u>	5/21/2024	\$379.94	Bulk Water
<b>Reference Number: 58627</b>		<b>\$136.00</b>	
<u>157662</u>	8/14/2024	\$96.00	Public Hearing 6year st plan
<u>Invoice - 8/27/2024 8:46:09 AM</u>	9/25/2024	\$40.00	Police Dept Paper Subscription
<b>Reference Number: 58628</b>		<b>\$3,881.61</b>	
<u>Order#O8230186</u>	7/29/2024	\$3,881.61	Water Parts
<b>Reference Number: 58629</b>		<b>\$73.58</b>	
<u>1007942</u>	8/1/2024	\$73.58	Bench Grind Wheel
<b>Reference Number: 58630</b>		<b>\$140.00</b>	
<u>INV00010-0824</u>	8/6/2024	\$140.00	Bacteria Sample Testing
<b>Reference Number: 58631</b>		<b>\$184.00</b>	
<u>Bill #32</u>	4/1/2024	\$184.00	DOT Exam - Frantum
<b>Reference Number: 58632</b>		<b>\$10,742.92</b>	
<u>CM43440</u>	7/12/2024	(\$68.80)	Return Uniforms
<u>INV834751</u>	6/14/2024	\$3,423.88	Helmets
<u>INV835910</u>	6/18/2024	\$91.81	Pants
<u>INV847199</u>	7/18/2024	\$258.00	Uniforms
<u>INV847418</u>	7/23/2024	\$6,960.63	Helmets
<u>INV848609</u>	7/25/2024	\$77.40	Uniforms
<b>Reference Number: 58633</b>		<b>\$3,159.00</b>	
<u>37226</u>	7/31/2024	\$3,159.00	MCEDD Dues
<b>Reference Number: 58634</b>		<b>\$1,113.70</b>	
<u>60561</u>	8/26/2024	\$683.70	Envelopes
<u>60866</u>	8/26/2024	\$227.90	Receipt Paper

Reference	Date	Amount	Notes
<b>Reference Number: 58634</b> <u>60941</u>	<b>Optimist Printers</b> 8/26/2024	<b>\$1,113.70</b> \$202.10	Payment Receipts
<b>Reference Number: 58635</b> <u>97475</u>	<b>RH2 Engineering Inc</b> 8/27/2024	<b>\$370.54</b> \$370.54	Scada Support Services
<b>Reference Number: 58636</b> Invoice - 8/27/2024 11:25:51 AM	<b>Richard Orthmann</b> 8/27/2024	<b>\$65.48</b> \$65.48	Prescription Reimbursement LEOFF
<b>Reference Number: 58637</b> <u>565225</u>	<b>Sawyer's True Value</b> 8/20/2024	<b>\$649.99</b> \$649.99	Blower
<b>Reference Number: 58638</b> <u>53038082224</u>	<b>Shred Northwest Inc</b> 8/22/2024	<b>\$75.25</b> \$75.25	Shred
<b>Reference Number: 58639</b> <u>1316097</u>	<b>Stearns Bank N.A.</b> 9/11/2024	<b>\$1,385.07</b> \$1,385.07	genie lift
<b>Reference Number: 58640</b> <u>131</u> <u>132</u>	<b>Two Mountain Marketing</b> 8/19/2024 8/19/2024	<b>\$4,147.00</b> \$4,000.00 \$147.00	Website Development Email Subscription
<b>Reference Number: 58641</b> <u>181435170</u>	<b>Uline</b> 8/5/2024	<b>\$99.94</b> \$99.94	Paper Towels
<b>Reference Number: 58642</b> <u>09-14850</u>	<b>Vision Municipal Solutions LLC</b> 8/27/2024	<b>\$1,182.50</b> \$1,182.50	Utility Billing
<b>Reference Number: 58643</b> <u>48787</u>	<b>Zumar Industries, Inc.</b> 8/21/2024	<b>\$375.94</b> \$375.94	street Signs
<b>Reference Number: 901804</b> Invoice - 8/27/2024 4:17:45 PM	<b>HSA Bank Employee Plan Funding</b> 8/14/2024	<b>\$12,770.86</b> \$12,770.86	HSA Plan Funding

# Register



Number	Name	Fiscal Description	Cleared	Amount
58605	Johnston, Steve	2024 - Aug 2024 - 2nd Council Aug 2024		\$45.42
58606	American Family Life	2024 - Aug 2024 - 2nd Council Aug 2024		\$110.50
58607	Deferred Comp Program	2024 - Aug 2024 - 2nd Council Aug 2024		\$485.00
58608	Dept of Labor & Industries	2024 - Aug 2024 - 2nd Council Aug 2024		\$2,412.37
58609	Dept of Retirement	2024 - Aug 2024 - 2nd Council Aug 2024		\$11,624.92
58610	Employment Security - PFML	2024 - Aug 2024 - 2nd Council Aug 2024		\$440.81
58611	Employment Security - WA Cares Fund	2024 - Aug 2024 - 2nd Council Aug 2024		\$420.35
58612	Employment Security Department	2024 - Aug 2024 - 2nd Council Aug 2024		\$164.10
58613	Vimly Benefit Solutions Inc	2024 - Aug 2024 - 2nd Council Aug 2024		\$35,320.98
58614	Washington State Support Registry	2024 - Aug 2024 - 2nd Council Aug 2024		\$173.87
901803	City of Goldendale	2024 - Aug 2024 - 2nd Council Aug 2024		\$21,820.59
Direct Deposit Run -	Payroll Vendor	2024 - Aug 2024 - 2nd Council Aug 2024		\$57,716.14
8/20/2024				<b>\$130,735.05</b>

**AGENDA BILL: F1**

**AGENDA TITLE: MT ADAMS TRANSPORTATION  
PRESENTATION**

**DATE: SEPTEMBER 3, 2024**

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION  X

RESOLUTION \_\_\_\_\_ OTHER  PRESENTATION

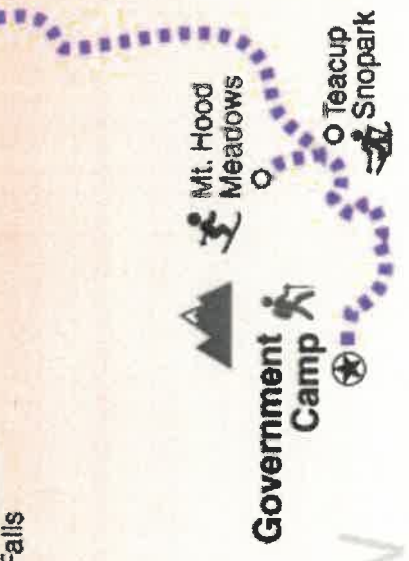
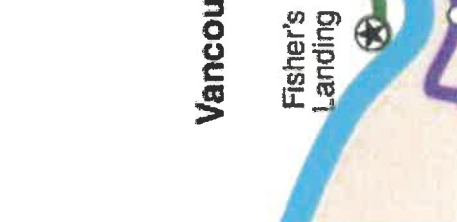
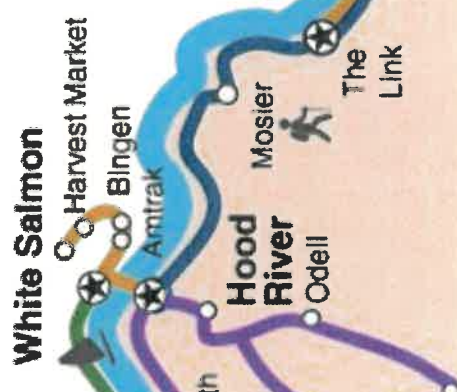
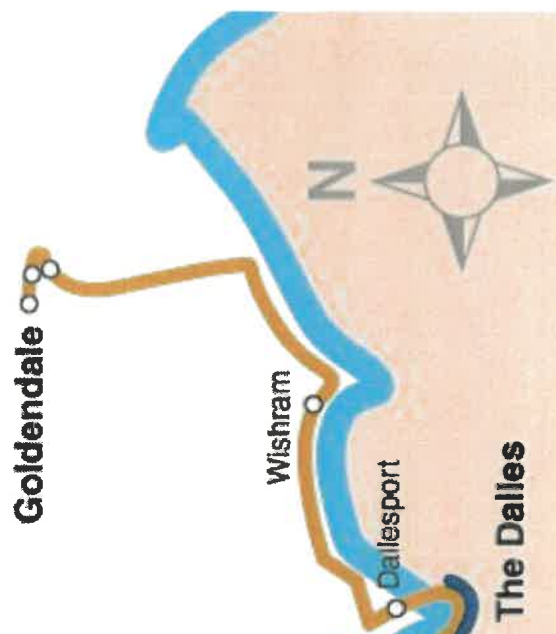
MOTION \_\_\_\_\_

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**EXPLANATION:**

Sharon Carter from Klickitat County Senior Services will be giving a presentation on Mt Adams Transportation

WASHINGTON



OREGON

# Gorge Transit

2024 UPDATE

BRIEF HISTORY

DOGS

BIKES

ACCESSIBILITY

\$\$\$

RIDERS

HEALTH

WHAT'S NEW







# Gorge Transit

YOUR GATEWAY TO GETTING AROUND THE GORGE!

More

Travel Training

Schedules for Printing

Schedules & Routes

## Alerts

### [Gorge Transit Schedule Changes April 27 and 29](#)

Effective: April 27, 2024

### [3/13 Columbia Gorge Express Update – Regular Gateway Transit Center Stop Returns!](#)

Affected Routes: hood\_river



## SMS Transit Alerts

Receive text notifications whenever we post a transit alert! Alerts will include service interruptions due to weather or other unpredictable events. Sign up here:

[SMS Alerts](#)





Rider Stats  
Klickitat

### Ridership Numbers

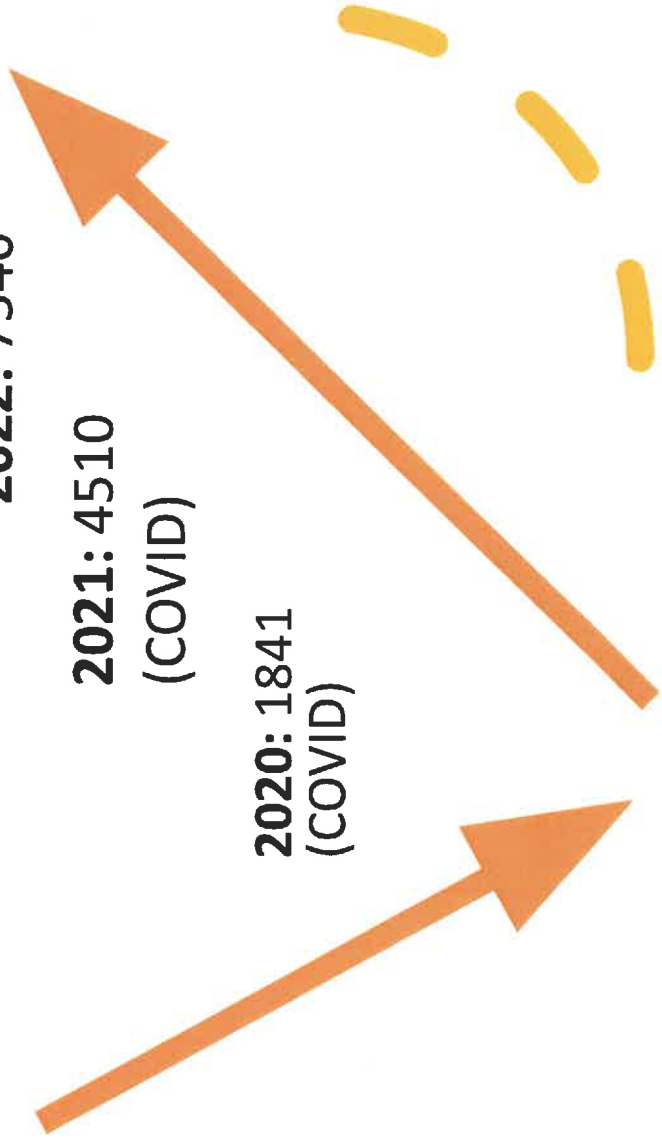
**2023: 10,020**

**2022: 7540**

**2021: 4510  
(COVID)**

**2020: 1841  
(COVID)**

**2019: 8024**



**2019: 8024**

**2020: 1841  
(COVID)**

**2021: 4510  
(COVID)**

**2022: 7540**

**2023: 10,020**

# Outreach & Education



## Public Transit is Here for You!

**Do you live in Skamania or Klickitat Counties?**

**Does a lack of transportation limit you from going to your appointments or getting supplies you need?**

- Consider riding the bus!

Riding the bus is reliable and safe. But, it can be confusing to get started if you have not been on a bus in the Gorge before. If you feel this way, you're not alone! A Travel Trainer can help you get started.

A Travel Trainer is someone who can help you plan your bus trip from start to finish. They can answer your questions, help you read a bus schedule, and more. They can even ride the bus with you so that you can be sure to get where you need to go. Better yet, this service is offered at no cost to you! It is free and you can work with a Travel Trainer at any time.



Eve Elderwell is the Travel Trainer for Klickitat and Skamania Counties. She can talk with you on the phone or meet in person to answer any questions you have about using the Gorge bus system. She can also help you get free or low-cost bus passes.



Work with a Travel Trainer today to grow your confidence and gain a new sense of freedom when you use public transit, the Gorge's trusted public bus system!

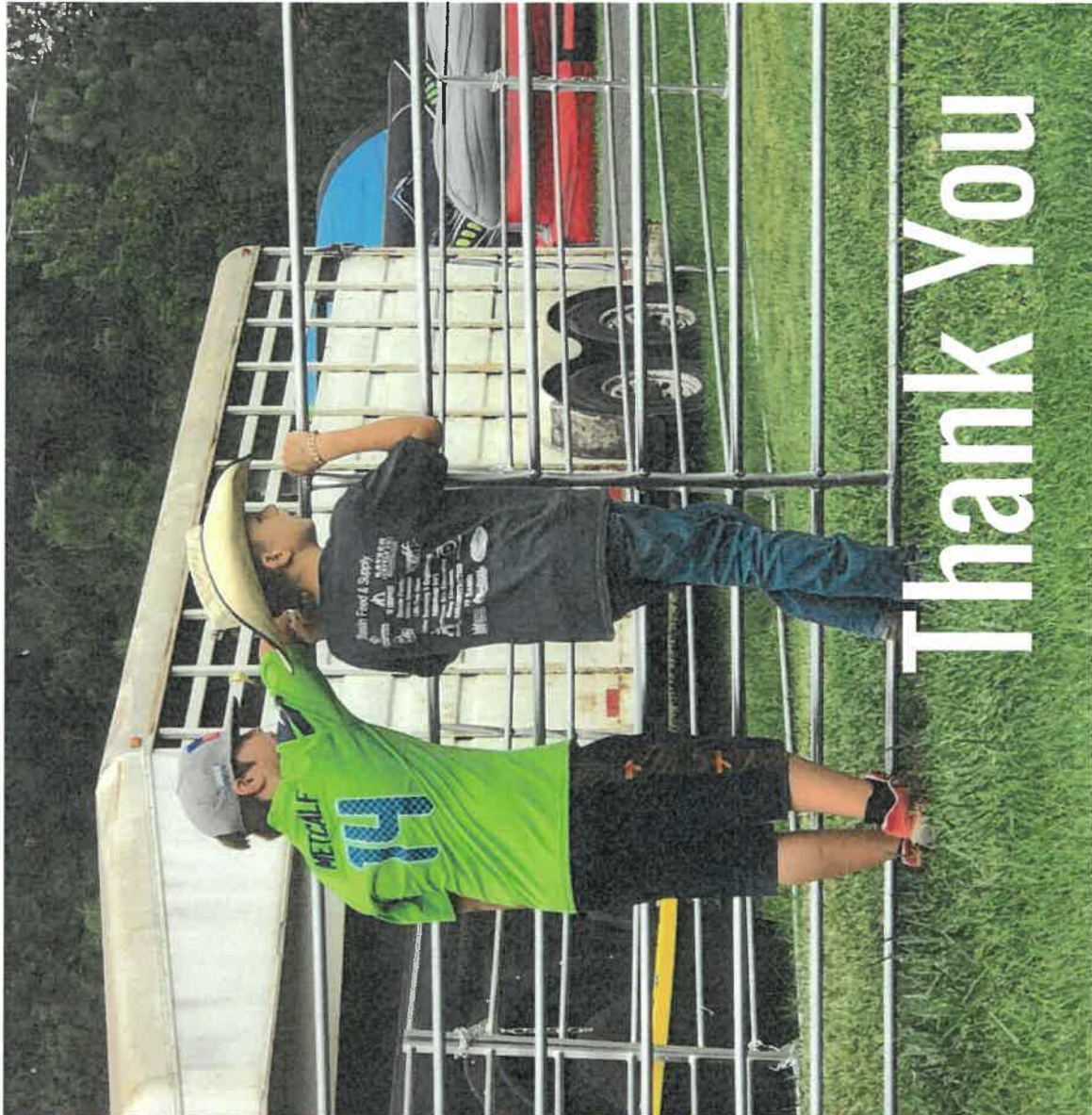
Call Eve at: (808) 769-8061 or email [eve@gorgepass.com](mailto:eve@gorgepass.com) to get started!



Scan this QR code to learn more about:

- The bus system in the Gorge
- Where to buy bus passes, and
- How to connect with Travel Training in the Gorge





Thank You

**AGENDA BILL: H1**

**AGENDA TITLE: CAPITAL OUTLAY – BUILDING  
DEPARTMENT VEHICLE**

**DATE: SEPTEMBER 3, 2024**

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION  X   
RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_  
MOTION  X

---

**EXPLANATION:**

The Building Department vehicle is no longer operational. After evaluation of all the options, the building department requests a replacement vehicle. The Budget Committee has met on this matter and is recommending a replacement vehicle. We received five quotes comparing SUV's vs small truck and found the Ford Ranger is the least expensive option. Attached is the vehicle buyers order sheet for a Ford Ranger pickup. Also attached is the recommendation from our CPA, Jen Forsberg.

**FISCAL IMPACT:** \$43,563.31 (including tax and license)

**ALTERNATIVES:**

**STAFF RECOMMENDATION:** Budget Committee recommendation is approving a capital outlay for a Ford Ranger pickup

**MOTION:**

**I MOVE TO AUTHORIZE A CAPITAL OUTLAY REQUEST FROM THE CURRENT EXPENSIVE FUND TO REPLACE THE BUILDING DEPARTMENT VEHICLE IN THE AMOUNT OF \$43,563.31.**



<p>ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S. ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCTS.</p> <p>UNLESS THE DEALER MAKES A WRITTEN WARRANTY ON ITS OWN BEHALF, OR ENTERS INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT, THIS VEHICLE IS SOLD "AS-IS" AND "WITH ALL FAULTS." THE DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ON THE VEHICLE, AND THERE WILL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON PAGES 1 &amp; 2 HEREOF. THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT THE MANUFACTURER OR SUPPLIER MAY PROVIDE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE IS WITH THE BUYER. BUYER ACKNOWLEDGES THAT IF THE VEHICLE PROVES DEFECTIVE AFTER PURCHASE, THE BUYER AND NOT THE MANUFACTURER, DISTRIBUTOR OR RETAILER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.</p> <p>LIMITATION OF DAMAGES: DEALER SHALL NOT BE LIABLE TO BUYER FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES. DEALER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO BUYER'S PERSONAL PROPERTY LEFT IN THE VEHICLE OR IN BUYER'S TRADE-IN.</p>	1. Total Price	\$	39444.00
	2. Other Charges		
	a. License/Registration Fee	\$	355.50
	b. Title Fee	\$	21.00
	c. DEQ Certification Fee	\$	N/A
	d. Electronic Filing Fee	\$	35.00
	e. Title & Registration Processing Fee	\$	215.00
	f. Service Contract Fee	\$	N/A
	g. OTHER TAXES	\$	3492.81
	h. N/A	\$	N/A
Total Other Charges (Add 2a through 2h)	\$	4119.31	
3. Downpayment:			
a. Cash Downpayment	\$	N/A	
b. One deferred downpayment (pickup pymt) due N/A	\$	N/A	
c. Trade In: \$ N/A			
Less Payoff \$ N/A	Net \$	N/A	
Total Down (a + b + c)	\$	N/A	
d. Trade In: \$ N/A			
Less Payoff \$ N/A	Net \$	N/A	
Total Down (a + b + c + d)	\$	N/A	
4. Unpaid balance of cash sale price (1 + 2 minus 3)	\$	43563.31	
To be paid			

For your protection, request a receipt for all payments you make.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative.

If Buyer is buying this Vehicle in a credit sale transaction evidenced by a retail installment sale contract, this Agreement is binding when the retail installment contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment contract executed by Buyer and Dealer based on this Agreement on the terms as submitted. See paragraph 10 on page 3 of this Agreement, which shall survive the termination of this agreement for any reason.

Buyer agrees that this Agreement includes all of the terms and conditions on all pages of this Agreement hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises; together with any retail installment sale contract the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that Buyer has read and agrees to its terms and has received a true copy of this Agreement.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X \_\_\_\_\_ Co-Buyer Signs X N/A

BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS A HOLD CHECK AGREEMENT. Insert terms and conditions of Hold Check Agreement below (For dealer use only):

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BUYER SIGNS X \_\_\_\_\_ DATE 08/28/2024

CO-BUYER SIGNS X N/A \_\_\_\_\_ DATE N/A

MANAGER'S APPROVAL  
(Must Be Accepted By An Authorized Representative of the Dealer)

X \_\_\_\_\_ DATE 08/28/2024



Not In Stock - In Transit



Memo

RE: Purchase of new truck for the building department

Date: 8/29/24

The Building Department is in need of a vehicle and there are currently no available vehicles in the City fleet. It is the recommendation of City staff to purchase the attached Ford Ranger for the building department. The general fund has unrestricted fund balance (savings) that can be used for this purchase.

It is the recommendation of City staff to purchase this vehicle using fund balance. This would leave the estimated ending fund balance for the general fund at \$1,025,650 after this purchase.

Jen Forsberg, CFE

Senior Associate

[Jen@tdj.cpa](mailto:Jen@tdj.cpa)

*A Higher Standard for Governmental Accounting*



AGENDA BILL: H2

AGENDA TITLE: Amendment – Interlocal Joint Use Agreement with Central Klickitat Conservation District

DATE: SEPTEMBER 3, 2024

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION  X

RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_

MOTION  X

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**EXPLANATION:**

Central Klickitat Conservation District is requesting additional unused office spaces within the City Hall facility and wishes to amend the original agreement

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

**I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE AMENDED JOINT INTERLOCAL AGREEMENT BETWEEN THE CENTRAL KLICKITAT CONSERVATION DISTRICT AND CITY OF GOLDENDALE**

New Agreement

**INTERLOCAL JOINT USE AGREEMENT BETWEEN  
City of Goldendale  
AND THE  
Central Klickitat Conservation District**

**THIS INTERLOCAL AGREEMENT (" Agreement") is entered into this 3rd day of September 2024 by and between the City of Goldendale (hereinafter "City") and Central Klickitat Conservation District (hereinafter "CKCD").**

**RECITALS**

**WHEREAS**, the City and CKCD have agreed to coordinate and collaborate with respect to conservation of natural resources within the city limits and City watershed to benefit the citizens of Goldendale; and

**WHEREAS**, chapter 39.34 RCW (**Interlocal Cooperation Act**) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on the basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organizations that will accord best geographic, economic population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the City is the owner of real property in Goldendale, including office space that is suitable for CKCD use when not being used by the City; and

**WHEREAS**, the City and CKCD are authorized to enter into agreements with one another to maximize available resources by cooperating to improve services to their citizens, and to cooperate in the betterment of the community; and

**WHEREAS**, the City and CKCD desire to enter into an agreement to provide for the use of the City's currently unused office space by CKCD, in order to promote efficient public facility use and increase natural resource conservation opportunity for the communities; and

**NOW, THEREFORE**, in consideration of the terms and provisions herein, it is agreed by and between the City and CKCD as follows:

I. CKCD Use of City Facilities

- A. CKCD may have access and use privileges to office spaces A, B, D, F and G in the City Hall Annex attached hereto as Exhibit A, for the purpose of administering natural resource conservation programs managed by CKCD, on the terms and conditions as set forth in this Agreement.

II. General Use of Facilities

- A. Use of all facilities shall be in accordance with the regular procedures of the agency owning the facility as provided for by the Laws of the State of Washington and the rules and regulations of the respective agencies, except as otherwise provided in this Agreement.
- B. Fees may be charged for direct costs incurred by a city as a result of a particular activity, such as when a given use results in non-scheduled labor costs or other direct costs are attributable to a specific use of a facility, or when in the view of the facility owner a facility was left unkempt or damaged. In this case, the Cities and CKCD agree to reimburse one another for their share of expenses upon written invoice for direct costs that are a consequence of facility use. Fees for indirect costs shall not be reimbursed.

i. In accordance with generally accepted accounting principles, "Direct Costs" are those costs that are incurred directly as the result of a particular scheduled project, instructional or recreational activity, or any other institutional activity, or that can be directly assigned to such activities.

ii. "Indirect Costs" are those costs that are incurred for common or multiple objectives and therefore cannot be readily and specifically attributed to a particular sponsored project, instructional or recreational activity, or any other institutional activity such as depreciation, normal "wear and tear" of facilities, overhead or administrative expenses.

III. Indemnify and Hold Harmless

Each party agrees to indemnify, save and hold harmless the other parties and all their officers, agents and employees from any claims, costs, expenses or liability (including reimbursement for all legal costs and reasonable attorney's fees) for any and all claims for damages or injuries to persons, property or agents of the user which arise from its negligent or intentional acts or omissions. In the event of such claims or lawsuits, each party shall assume all costs of its defense thereof and shall pay all resulting judgments that may be obtained against it or its agents or employees. Further, each party has insured against its own liability herein and will promptly notify the other of any material changes in such coverage.

Any claims for liability arising out of the failure to maintain facilities or keep them in good structural repair, unless such failure is caused by the acts of the user, its agents, employees or invitee, shall be the responsibility of the owner and the indemnification by the user herein shall not include such claims.

IV. Termination of Agreement

This Agreement shall remain in full force and effect in accordance with Section IX so long as CKCD and the City shall maintain and operate facilities capable of joint or shared use; provided, however, that (i) this Agreement may be amended by mutual written consent, and (ii) this Agreement may be terminated by either CKCD or the City, without cause, on at least ninety (90) days' written notice to the other parties of its election to terminate.

VIII. Periodic Reviews and Revisions to Agreement

The Cities and the CKCD agree to meet jointly to review this Agreement after one year and then subsequently every three years. Revisions to the Agreement are valid only with the mutual written consent of all Parties.

V. Term

Subject to Article VII of this Agreement (Termination of Agreement), the term of this Agreement shall be from September 3, 2024, through and including August 30, 2026. At the end of this two (2) year period, the Agreement shall automatically renew for periods of two (2) years, unless any Party gives the others written notice of its intent not to renew the Agreement at least ninety (90) days before the expiration of this Agreement.

XL Dispute Resolution

In the event of a dispute between the parties arising under this Agreement, the Director of

CKCD and the City Administrator shall meet to attempt to resolve the dispute within thirty (30) days from notice. If they are unable to resolve the dispute within forty-five (45) days from notice, the City Administrator, Mayor, CKCD Executive Director and CKCD Board Chair shall meet to attempt to resolve the dispute within sixty (60) days from notice. If they are unable to resolve the dispute within ninety (90) days from notice, the parties shall submit the dispute to a mutually agreed upon private arbitrator for a binding resolution. In the event the parties cannot agree on an arbitrator, one will be appointed by the Presiding Judge of the Klickitat County Superior Court, with costs of arbitration borne equally. Each party will be responsible for their own attorneys' fees and costs related to said arbitration.

## XII. Miscellaneous

- A. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and shall not be added to or supplemented without written amendment mutually agreed upon by the Parties.
- B. The Parties provide no, and disclaim any and all, expressed or implied warranties of any kind, including, but not limited to, the warranty of fitness for a particular purpose, in connection with or arising out of the activities under this Agreement.
- C. CKCD and the City shall maintain records necessary to carry out the purposes of this Agreement.
- D. This Agreement and all questions concerning the capacity of the Parties, execution, validity (or invalidity), and performance of this Agreement, shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. This Agreement has been negotiated and drafted by both Parties and is not to be construed in favor of either Party.
- E. Nothing herein shall be interpreted to create any right or liability with respect to any person or entity not a signatory to this Agreement.
- F. The Parties are independent entities and nothing in this Agreement creates any agency relationship.
- G. Any notice given by the Parties to the other under the provisions of, or with respect to, this Agreement shall be in writing, delivered in person or by certified mail to the following addresses:

City of Goldendale  
ATTN: City Administrator  
1103 S Columbus Avenue  
Goldendale, WA 98620

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

City of Goldendale

Dave Jones

Marty Hudson

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CKCD Board Chair

\_\_\_\_\_  
Title, Date

\_\_\_\_\_  
Title, Date

Central Klickitat  
Conservation District  
ATTN: Director  
1107 S Columbus Ave  
Goldendale, WA 98620

or such other address(es) as each Party hereto may notify the other in writing.



**EXHIBIT A**

**City office space facility available to CKCD:**

Room G
Central Klickitat Conservation District
Room F
Central Klickitat Conservation District
Room E
City Hall Storage
Electrical Panel Room
City Use Only
Room D
(new request) Central Klickitat Conservation District

Room A
(new request) Central Klickitat Conservation District
Room B
(new request) Central Klickitat Conservation District
Room C

**INTERLOCAL JOINT USE AGREEMENT BETWEEN  
City of Goldendale  
AND THE  
Central Klickitat Conservation District**

**THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 17th day of January 2023 by and between the City of Goldendale (hereinafter "City") and Central Klickitat Conservation District (hereinafter "CKCD").**

**RECITALS**

**WHEREAS**, the City and CKCD have agreed to coordinate and collaborate with respect to conservation of natural resources within the city limits for the citizens of Goldendale; and

**WHEREAS**, chapter 39.34 RCW (**Interlocal Cooperation Act**) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on the basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organizations that will accord best geographic, economic population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the City is the owner of real property in Goldendale, including office space that is suitable for CKCD use when not being used by the Cities; and

**WHEREAS**, the City and CKCD are authorized to enter into agreements with one another to maximize available resources by cooperating to improve services to their citizens, and to cooperate in the betterment of the community; and

**WHEREAS**, the City and CKCD desire to enter into an agreement to provide for the use of the City's office space by CKCD, in order to promote efficient public facility use and increase natural resource conservation opportunity for the communities; and

**NOW, THEREFORE**, in consideration of the terms and provisions herein, it is agreed by and between the City and CKCD as follows:

I. CKCD Use of City Facilities

- A. CKCD may have access and use privileges to office space G and F (NW and SW corners of building) in the City Hall Annex attached hereto as Exhibit A, for the purpose of administering natural resource conservation programs managed by CKCD, on the terms and conditions as set forth in this Agreement.

II. General Use of Facilities

- A. Use of all facilities shall be in accordance with the regular procedures of the agency owning the facility as provided for by the Laws of the State of Washington and the rules and regulations of the respective agencies, except as otherwise provided in this Agreement.
- B. Fees may be charged for direct costs incurred by a City or HSD as a result of a particular activity, such as when a given use results in non-scheduled labor costs or other direct costs are attributable to a specific use of a facility, or when in the view of the facility owner a facility was left unkempt or damaged. In this case, the Cities and CKCD agree to reimburse one another for their share of expenses upon written invoice for direct costs that are a consequence of facility use. Fees for indirect costs shall not be reimbursed.

i. In accordance with generally accepted accounting principles, "Direct Costs" are those costs that are incurred directly as the result of a particular scheduled project, instructional or recreational activity, or any other institutional activity, or that can be directly assigned to such activities.

ii. "Indirect Costs" are those costs that are incurred for common or multiple objectives and therefore cannot be readily and specifically attributed to a particular sponsored project, instructional or recreational activity, or any other institutional activity such as depreciation, normal "wear and tear" of facilities, overhead or administrative expenses.

III. Indemnify and Hold Harmless

Each party agrees to indemnify, save and hold harmless the other parties and all their officers, agents and employees from any claims, costs, expenses or liability (including reimbursement for all legal costs and reasonable attorney's fees) for any and all claims for damages or injuries to persons, property or agents of the user which arise from its negligent or intentional acts or omissions. In the event of such claims or lawsuits, each party shall assume all costs of its defense thereof and shall pay all resulting judgments that may be obtained against it or its agents or employees. Further, each party has insured against its own liability herein and will promptly notify the other of any material changes in such coverage.

Any claims for liability arising out of the failure to maintain facilities or keep them in good structural repair, unless such failure is caused by the acts of the user, its agents, employees or invitee, shall be the responsibility of the owner and the indemnification by the user herein shall not include such claims.

IV. Termination of Agreement

This Agreement shall remain in full force and effect in accordance with Section IX so long as CKCD and the City shall maintain and operate facilities capable of joint or shared use; provided, however, that (i) this Agreement may be amended by mutual written consent, and (ii) this Agreement may be terminated by either CKCD or the City, without cause, on at least ninety (90) days' written notice to the other parties of its election to terminate.

VIII. Periodic Reviews and Revisions to Agreement

The Cities and the CKCD agree to meet jointly to review this Agreement after one year and then subsequently every three years. Revisions to the Agreement are valid only with the mutual written consent of all Parties.

V. Term

Subject to Article VII of this Agreement (Termination of Agreement), the term of this Agreement shall be from February 1, 2023 through and including December 31, 2024. At the end of this two (2) year period, the Agreement shall automatically renew for periods of two (2) years, unless any Party gives the others written notice of its intent not to renew the Agreement at least ninety (90) days before the expiration of this Agreement.

XL Dispute Resolution

In the event of a dispute between the parties arising under this Agreement, the Director of

CKCD and the City Administrator shall meet to attempt to resolve the dispute within thirty (30) days from notice. If they are unable to resolve the dispute within forty-five (45) days from notice, the City Administrator, Mayor, CKCD Director and CKCD Board Chair shall meet to attempt to resolve the dispute within sixty (60) days from notice. If they are unable to resolve the dispute within ninety (90) days from notice, the parties shall submit the dispute to a mutually agreed upon private arbitrator for a binding resolution. In the event the parties cannot agree on an arbitrator, one will be appointed by the Presiding Judge of the Klickitat County Superior Court, with costs of arbitration borne equally. Each party will be responsible for their own attorneys' fees and costs related to said arbitration.

XII. Miscellaneous

- A. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and shall not be added to or supplemented without written amendment mutually agreed upon by the Parties.
- B. The Parties provide no, and disclaim any and all, expressed or implied warranties of any kind, including, but not limited to, the warranty of fitness for a particular purpose, in connection with or arising out of the activities under this Agreement.
- C. CKCD and the City shall maintain records necessary to carry out the purposes of this Agreement.
- D. This Agreement and all questions concerning the capacity of the Parties, execution, validity (or invalidity), and performance of this Agreement, shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. This Agreement has been negotiated and drafted by both Parties and is not to be construed in favor of either Party.
- E. Nothing herein shall be interpreted to create any right or liability with respect to any person or entity not a signatory to this Agreement.
- F. The Parties are independent entities and nothing in this Agreement creates any agency relationship.
- G. Any notice given by the Parties to the other under the provisions of, or with respect to, this Agreement shall be in writing, delivered in person or by certified mail to the following addresses:

City of Goldendale  
ATTN: City Administrator  
1103 S Columbus Avenue  
Goldendale, WA 98620

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

City of Goldendale

Michael Canon

Terry Nickels



Signature

Signature

Mayor

CKCD Board Chair

Title, Date

Title, Date

Central Klickitat  
Conservation District  
ATTN: Director  
1107 S Columbus Ave  
Goldendale, WA 98620

or such other address(es) as each Party hereto may notify the other in writing.



**EXHIBIT A**

**City office space facility available to CKCD:**

**AGENDA BILL: J1**

**AGENDA TITLE: PARK USE ORDINANCE**

**DATE: SEPTEMBER 3, 2024**

**ACTION REQUIRED:**

ORDINANCE  \_\_\_\_\_

COUNCIL INFORMATION \_\_\_\_\_

RESOLUTION \_\_\_\_\_

OTHER \_\_\_\_\_

MOTION  \_\_\_\_\_

---

**EXPLANATION:**

The Ordinance Committee has met to discuss the changes and revision of the park use code. Attached is their recommendation for a revised Chapter 12.24.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

**I MOVE TO ACCEPT THE PARK USE CODE CHAPTER 12.24 FOR ITS FIRST READING.**

**CITY OF GOLDENDALE  
GOLDENDALE, WASHINGTON**

**ORDINANCE NO. 1385 1540**

**AN ORDINANCE OF THE CITY OF GOLDENDALE, WASHINGTON, AMENDING ORDINANCE NO 1385 OF THE GOLDENDALE MUNICIPAL CODE (GMC) CHAPTER 12.24 PARK USE CODE.**

**WHEREAS**, since park rules were adopted in 1970 and slightly revised in 1988, many improvements have been accomplished at Ekone and World War II Parks; and

**WHEREAS**, community groups have expressed a desire to use the park facilities, or portions thereof, for the exclusive use for certain activities, events and festivals; and

**WHEREAS**, due to increased use, additional operation and maintenance costs have and will continue to accrue, and the City Council wished to impose fees for certain uses at the parks; and

**WHEREAS**, the City Council concurs with the recommendations and desires to amend GMC Chapter 12.24 to reflect these changes in the interest of public health and safety;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON DO ORDAIN AS FOLLOWS:**

**Section 1:** Chapter 12.24 of the Goldendale Municipal Code is hereby repealed and amended to read as follows:

## **Chapter 12.24 PARK USE CODE**

Sections:

<a href="#">12.24.010</a>	Title.
<a href="#">12.24.020</a>	Purpose.
<a href="#">12.24.030</a>	Definitions.
<a href="#">12.24.040</a>	Hours.
<a href="#">12.24.050</a>	Conditions of use by community or other groups.
<a href="#">12.24.060</a>	Liability of groups using facilities.
<a href="#">12.24.070</a>	Liability insurance to be obtained by groups using facilities.
<a href="#">12.24.080</a>	Groups to leave facilities in a satisfactory condition.
<a href="#">12.24.090</a>	Prohibited acts.
<a href="#">12.24.100</a>	Motor vehicles.
<a href="#">12.24.110</a>	Fishing regulations.
<a href="#">12.24.120</a>	Refuse and litter to be deposited in designated receptacles.
<a href="#">12.24.130</a>	Solicitation, peddling, vendors, advertising or use of amplifying devices prohibited.
<a href="#">12.24.140</a>	Fires prohibited.
<a href="#">12.24.150</a>	Alcoholic beverages prohibited except subject to special events permit.
<a href="#">12.24.160</a>	Camping on public property.
<a href="#">12.24.170</a>	Fees
<a href="#">12.24.180</a>	Penalties for violation.

**12.24.010 Title.**

This chapter may be cited as the "park use code" for the City of Goldendale.

**12.24.020 Purpose.**

This chapter is declared to be an exercise of the police power of the city for ~~the~~ **public** peace, health, safety and welfare and its provisions are to be liberally construed. The park areas, playgrounds, activity centers and other facilities of the parks of the city are established by law for public recreation purposes. The primary purposes of such facilities and parks are for the accommodation of the public as a whole and secondary for the recreational activities of community groups or other groups consistent with the use of such facilities by the public as a whole.

**12.24.030 Definitions.**

The terms herein used unless clearly contrary to or inconsistent with the context in which used shall be construed as follows:

(a) "Camp" means to pitch, erect or occupy camp facilities, or to use camp paraphernalia or both for the purpose of, or in such a way as will permit, remaining overnight, or parking a trailer, camper, or other vehicle for the purpose of remaining overnight.

(b) "Camp facilities" include, but are not limited to, tents, huts, temporary shelters, or vehicles.

(c) "Director" means the director of public works or his designee.

(d) "Motor vehicle" means any personal self-propelled device capable of being moved upon a road and in, upon, or by which any persons or property may be transported or drawn, and shall include, but not be limited to, automobiles, trucks, motorcycles, motor scooters, jeeps, or similar type of four-wheel-drive vehicles and snowmobiles, whether or not they can be legally operated upon the public highways.

(e) "Park" means and includes all city parks, public drives, parkways, streets, pools, play and recreational grounds owned and controlled by the city of Goldendale.

(f) "Person" means all natural persons, firms, partnerships, corporations, clubs and all associations or combination of persons whenever acting for themselves or by an agent, servant or employee.

(g) "Special event" is described as a community-wide event with special provisions and requests from the sponsoring group.

(h) "Store" means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.

(i) "Street" means any highway, lane, road, street, right-of-way, alley and every way or place in Goldendale open as a matter of right to public vehicular travel.

(j) "Trail" means any path or track designed for use of pedestrians, bicycles, or equestrians, and which is not of sufficient width, nor graded or paved with concrete, asphalt, gravel, or similar substance so as to permit its use by standard passenger automobiles, or other right-of-way specifically designated and posted for non-vehicular use.

#### **12.24.040 Hours.**

All city parks and park facilities shall be available and open for the use of the public ~~sun up to sundown during daylight hours~~; provided, that the ~~chief of police -public-works director~~ shall establish defined hours of operation according to the season during which parks and park facilities shall be open to the public; and further provided, city council may by resolution establish other hours of operation to provide for extended hours where lighting has been provided, or curtailed hours of operation for areas containing play equipment or for other circumstances deemed appropriate. Such hours shall be posted at the entrance to the park area affected by the hours. No person shall enter or be present at a city park area after closing time except in the designated camping areas at Ekone Park and as provided by an approved application, submitted in accordance with 12.24.050.

#### **12.24.050 Conditions of use by community or other groups.**

Groups may reserve any part of the Ekone park facilities, for exclusive use, with the city clerk on the approved application and provided, that such activities are:

(a) Conducted in accordance with the uses and purposes of the city's parks;

(b) At all assemblies or functions by groups for/of minors, responsible adults must be present throughout the entire function;

(c) Scheduled during the hours when the facilities are regularly open, unless specially allowed by an approved application.

The city clerk shall circulate the application for approval to all department heads. ~~Application will then be submitted to the council for review and approval. The council's decision shall be final.~~

**12.24.060 Liability of groups using facilities.**

Groups using facilities will be required to protect and save the city, its elected and appointed officials and employees while acting within the scope of their duties harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the group's employees or third parties on account of personal injuries, death, or damage to property arising out of use of the premises.

**12.24.070 Liability insurance to be obtained by groups using facilities.**

Groups wanting complete control of the all or any part of the park facilities shall obtain and maintain continuous public liability insurance and/or other insurance necessary to protect the city and the public on premises used with limits of liability not less than subsections (a), (b), and (c) of this section. Depending on the size and type of activity the liability insurance requirement could be waived. However, if it is a high profile activity, or if there are vendors on site, the limits need to be modified to fit the activity.

- (a) One million dollars each person personal injury;
- (b) One million dollars each occurrence personal injury;
- (c) One hundred thousand dollars each occurrence property damage.

**12.24.080 Groups to leave facilities in a satisfactory condition.**

All groups must leave the facility in a condition considered satisfactory. Satisfactory shall mean restoring the facilities to the condition to which they were prior to the use of the group. No group shall conduct activities causing extra cleanup or custodial work unless by prior previous agreement provision has been made to pay the actual cost as estimated by the public works director and a deposit equal to such sum has been deposited with the city clerk/treasurer to pay for such work. If facilities are left in unsatisfactory condition, the event damage deposit shall be forfeited to the city and the event manager will be billed for any damages above and beyond the deposit.

**12.24.090 Prohibited acts.**

All city ordinances shall apply to and be in full force and effect within the public parks of the city. The following will be prohibited in the Goldendale parks and it is unlawful for any person to commit the following acts:

- (a) Disturbing the Peace. It shall be illegal for any person to disturb the peace of others in their proper use and enjoyment of the park and park facilities.
- (b) Posting Signs, Posters and Notices. No person may attach any notice, bill, poster, sign, wire, rod or cord to any tree, shrub, railing, post or structure within any park, erection of temporary directional signs, or decorations on occasions of public celebration and picnic may be done, provided the same are removed at the close of the occasion; and provided, that the same may be erected on temporary/portable stands without causing injury to any property. No person may use, place or erect any signboard, sign billboard, bulletin board, post, pole or device of any kind for advertising in any park. Political signs are prohibited in city parks. Signs by sponsors of approved

activities are permitted and as provided by an approved application, submitted in accordance with 12.24.050.

(c) **Animals at Large Prohibited.** It is unlawful for any person to allow or permit any animals owned by him or within his possession or under his control to run at large. All dogs or other pets or domestic animals must be kept on a leash no greater than eight feet in length and under control at all times while in the city park area. All dog waste/feces shall be deposited in the trash by the pet owners.

(d) **Disturbance by Animals Prohibited.** No person shall allow his dog or other pet or domestic animal to bite or in any way molest or annoy other park visitors. No person shall permit his/her dog or other pet or domestic animal to bark repeatedly or otherwise disturb the peace and tranquility of the park.

(e) **Buildings and Other Property—Disfigurement and Removal.** Willfully mark, deface, disfigure, injure, tamper with, or displace or remove, any building, bridges, tables, benches, fireplaces, railings, paving or paving material, water lines, or other public utilities or parts or appurtenances thereof, signs, notices or placards whether temporary or permanent, monuments, stakes, posts, or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

(f) **Restrooms and Washrooms.** Fail to maintain restrooms and washrooms in a neat and sanitary condition.

(g) **Removal of Natural Resources.** Dig, or remove any beach sand, whether submerged or not, or any soil, rock, stones, trees, shrubs or plants, down timber or other wood or materials, or make any excavation by tool, equipment, blasting, or other means or agency.

(h) **Erection of Structures.** Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon, or access such lands, except on special written permit issued under this chapter.

(i) **Trees, Shrubbery and Lawns.** Damage, cut, carve, transplant or remove any tree or plant or injure the bark, or pick the flowers or seeds, of any tree or plant; nor shall any person attach any rope, wire, or other contrivance to any tree or plant. A person shall not dig in or otherwise disturb grass area, or in any other way injure or impair the natural beauty or usefulness of the area.

(j) **Climbing Trees, Etc.** Climb any tree or walk, stand or sit upon monuments, vases, fountains, railings, and fences or upon any other property not designated or customarily used for such purposes.

(k) **Hitching of Animals.** Tie or hitch a horse or other animal to any tree or plant.

(l) **Wild Animals, Birds, Etc.—Hunting.** Hunt, molest, harm, frighten, kill, trap, chase, tease, shoot or throw missiles at any animal, reptile, or bird, nor shall he remove or have in his possession the young of any wild animal, or the eggs or nest, or young of any reptile or bird.

(m) **Feeding.** Give or offer, or attempt to give, to any animal or bird any tobacco, alcohol or other known noxious substances.

(n) **No glass beverage containers.**

(o) **No generators.**

#### **12.24.100 Motor vehicles.**

(a) **Parking in Designated Areas Only.** No operator of any automobile, trailer, camper, boat trailer, or other vehicle shall park such vehicle in any city park area, except where the operator is using the area for a designated recreational purpose and the vehicle is parked in a designated parking area. No person shall park, leave standing, or abandon a vehicle in any city park area after closing time, except when camping in a designated area, as hereinafter provided, and except for special events granted permission by the city council. Any vehicle found parked in violation of this section may be towed away at the owner's or operator's expense.

(b) **Operation in Designated Areas Only.** No person shall operate any motor vehicle on a trail in any city park area unless such trail has been specifically designated and posted for such use. Subject to the provisions of this section, no person shall operate a motor vehicle within the boundaries of a city park area except on roads, streets, highways, parking lots, or parking areas; provided, that traveling upon such roads, streets, highways, parking lots, or parking areas has not been prohibited by proper posting.

(c) **Speed Limits.** No person shall drive a motor vehicle within any city parking area at a speed greater than is reasonable and prudent, having due regard for the traffic on, and the surface and width of, the road and in no event at a speed which endangers the safety of persons, property, or wildlife; provided, however, that in no event shall a vehicle be driving at a speed greater than fifteen miles per hour in camp, picnic, utility, or headquarters areas, or in areas of general public assemblage; and provided further, that in no event shall a vehicle be driven at a speed greater than fifteen miles per hour in any other area. The city council, however, upon finding that the safety of persons and the condition of the road and the traffic thereon so warrants, may establish lower speed limits and shall post the same in the area where so established.

(d) **Testing Vehicles Prohibited.** It is unlawful to operate any motor vehicle or motorcycle for the purpose of testing it, or ascertaining its fitness for service, along or upon any park drive, parkway or park boulevard.

#### **12.24.110 Fishing regulations.**

All laws, rules and regulations of the State Game Commission relating to season, limits and methods of fishing are applicable to fishing for game fish in city park areas. No person may fish for, or possess, any fish taken from any area which is posted with a sign prohibiting fishing.

#### **12.24.120 Refuse and litter to be deposited in designated receptacles.**

It is unlawful for any person to throw any refuse, litter, broken glass, crockery, nails, shrubbery, trimmings, junk or advertising matter in any park or to deposit any waste or abandoned material therein except in designated receptacles. Where receptacles are not so provided, all such trash, waste and garbage shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere.

No person in a park shall throw, discharge, or otherwise place or cause to be placed in the waters of any stream, or other body of water in or adjacent to any park or any stream, storm sewer, or drain flowing into such waters, any substance, matter or thing, liquid or solid, which will or may result in the pollution of the waters.



**12.24.130 Solicitation, peddling, vendors, advertising or use of amplifying devices prohibited.**

No persons or vendor shall solicit, sell or peddle any goods, wares, merchandise, liquids or edibles for human consumption, or distribute or post any handbills or circulars or use any loudspeakers or other amplifying device in any city park areas; provided, that nothing contained in this section shall prohibit the city council by resolution from establishing a procedure and rules and regulations permitting sale of goods, wares or merchandise upon first obtaining a permit from the city and the sale of such goods to be consistent with the general intent and use of the parks and park facilities. Groups applying for use permit may request special permission from the council to have a blanket vendor's permit for their event and the council may grant permission in advance for a one-time vendor permit for the entire event.

**12.24.140 Fires prohibited.**

No person shall light a fire or burn in the parks except that barbeques will be allowed in approved barbeque pits. Cooking shall be allowed in the picnic areas and in approved barbeques.

**12.24.150 Alcoholic beverages prohibited except subject to special events permit.**

The opening and/or consumption of alcoholic beverages in a city park area is prohibited, except beer and/or wine may be allowed to be served as part of an organized event pursuant to an approved permit pursuant to Sections [12.24.050](#) through [12.24.080](#). Such permit must be approved by the city council and shall include conditions authorizing such alcoholic beverages to be served only by a responsible business or organization within an enclosed area and subject to such additional conditions as may be prescribed by the public safety director, public works director or city council. The permit shall further include a condition requiring compliance with all regulations of the Washington State Liquor Control Board. (Ord. 1580 § 21, 2006).

**12.24.160 Camping on public property.**

(a) Camping. No person shall park or use any vehicle, including trailers, motor homes and campers, except in the designated camping areas at Ekone Park and as provided by an approved application, submitted in accordance with 12.24.050.

**12.24.170 Fees**

(a) Fees for the exclusive use of Ekone Park will be charged as follows:

<del>a.</del> (i)	North end of Park (Event area)	<del>\$150.00</del> <u>\$250</u>
<del>b.</del> (ii)	One sector of the park	<del>50.00</del> <u>150</u>
<del>c.</del> (iii)	Vendor space w/ electricity and water per 24-hour period or portion thereof	<del>15.00</del> <u>50</u>
<del>d.</del> (iv)	Vendor space w/o services per 24-hour period or portion thereof	<del>40.00</del> <u>25</u>
e.	<del>Recreational vehicle space w/ electricity and water/ per 24-hour period or portion thereof night</del>	<del>15.00</del>
f.	<del>Recreational vehicle space w/o services per 24-hour period or portion thereof</del>	<del>10.00</del>

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b. Events at locations other than Ekone Park will pay a \$100 application fee.

c. Waiver may be requested to City Council.

d. Events allowing for the consumption of alcohol will be charged an additional \$200.

e. Each vendor at an event must apply for a vendor space.

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g. Tent camping per 24-hour  
period or portion thereof

5.00

**12.24.180 Penalties for violation.**

Failure to perform any act required, or the performance of any act prohibited by this chapter, is designated as a civil infraction and shall not be classified as a criminal offense. Any person, firm or corporation found to have committed a civil infraction shall be assessed a monetary penalty in accordance with Chapter 1.20.

In addition, every person failing to comply with any provision of this chapter shall be subject to immediate ejection from park areas.

**Section 2:** This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF GOLDENDALE, WASHINGTON, AT A REGULAR OPEN PUBLIC MEETING THEREOF, THIS 6th DAY OF April, ~~2009~~ 2024

APPROVED:

Aletta Parton, Mayor  
Dave Jones, Mayor

ATTEST:

Larry Bellamy  
Sandy Wells  
City Administrator  
City Administrator