

**CITY OF WASHOUGAL
CITY COUNCIL AGENDA
MONDAY, JULY 11, 2016
7:00 P.M.**

- I. **INVOCATION** – Dan Durringer Parishioner of St. Thomas Aquinas
- II. **CALL TO ORDER**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **ROLL CALL**
- V. **AMENDMENTS TO THE AGENDA**
- VI. **PUBLIC COMMENTS**
- VII. **CONSENT AGENDA**

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

 - A. Workshop Minutes of June 27, 2016
 - B. Council Minutes of June 27, 2016
 - C. Accounts Payable Checks 69932-70018 & V315-V322, Totaling \$288,776.73
 - D. Payroll Checks 9843-9851 & V18338-V18420, Totaling \$469,696.26
 - E. Agenda Bill #48-19 – Set Public Hearing: UGA Land Use Study Preferred Alternative and NW UGA Moratorium Extension
 - F. Agenda Bill #49-16 – Authorize the Mayor to Sign: Professional Services Agreement with OTAK for Campen Creek Emergency Culvert Repair Project
- VIII. **NEW BUSINESS**
 - A. Agenda Bill #50-16 – Emergency Utility Assistance Program
- IX. **PUBLIC COMMENTS**
- X. **MAYOR’S REPORT**
- XI. **COUNCILMEMBER COMMENTS**
- XII. **ADJOURNMENT**

Upcoming Meetings – Please check the city website at http://www.cityofwashougal.us for up to date meeting information, agendas & full packets.		
Monday, July 25, 2016 – Workshop @ 5:00 pm	Monday, August 8, 2016 – Workshop @ 5:00 pm	Monday, August 22, 2016 – Workshop @ 5:00 pm
Monday, July 25, 2016 – Council @ 7:00 pm	Monday, August 8, 2016 – Council @ 7:00 pm	Monday, August 22, 2016 – Council @ 7:00 pm



**CITY OF WASHOUGAL
WORKSHOP MINUTES
(View Video)
June 27, 2016
5:00 p.m.**

- CALL TO ORDER:** Mayor Sean Guard called the meeting to order at 5:00 p.m.
- ROLL CALL:** Present: Brent Boger, Michelle Wagner, Joyce Lindsay, Jennifer McDaniel, Dave Shoemaker, and Dan Course. Paul Greenlee arrived at 5:03.
- STAFF:** David Scott, City Administrator
Trevor Evers, Public Works Director
Mitch Kneipp, Community Development Director
Rose Jewell, Assistant to the Mayor and City Administrator
- PRESS:** Dawn Feldhaus, Post Record
- AUDIENCE:** List represents those who spoke or signed in.
None
- PUBLIC COMMENT:** None
- NEW BUSINESS:** Council Priorities from 2016 Planning Session – David Scott reviewed the method of prioritization on the projects list. Next steps, costs, budgeting cycles, funding, partnerships, scope of projects was discussed.
- PUBLIC COMMENTS:** None
- MAYOR COMMENTS:** None
- COUNCIL COMMENTS:** None
- ADJOURNMENT:** Meeting ended at 5:40 p.m.

Mayor

City Clerk



**CITY OF WASHOUGAL
CITY COUNCIL REGULAR MEETING
(View Video)
June 27, 2016
7:00 pm**

- INVOCATION:** **Mike Hansen** delivered the invocation.
- CALL TO ORDER:** **Mayor Sean Guard** called the meeting to order at 7:01 p.m.
- PLEDGE OF ALLEGIANCE:** **The Mayor** led the pledge.
- ROLL CALL:** **Present:** Michelle Wagner, Paul Greenlee, Joyce Lindsay, Jennifer McDaniel, Dave Shoemaker, and Dan Coursey. Brent Boger entered at 7:21.
- STAFF:** David Scott, City Administrator
Don English, City Attorney
Trevor Evers, Public Works Director
Mitch Kneipp, Community Development Director
Rose Jewell, Assistant to the Mayor and City Administrator
- PRESS:** Dawn Feldhaus, Post Record
- AUDIENCE:** **List below represents those who spoke and/or signed in.**
David Ripp Lance Killian Larry Keister
Bill Ward John Spencer
- AMENDMENTS TO THE AGENDA:** **Mayor Guard** added an executive session to discuss property acquisition with no action to follow.
- OATH(S) OF OFFICE:** **Mayor Guard** sworn in Police Officers Brennan Loghry and Christopher Calcagno.
- PUBLIC COMMENT(S):** **None**
- CONSENT AGENDA:** **The Council was presented with the following:**
A. Workshop Minutes of June 13, 2016
B. Council Minutes of June 13, 2016
C. Accounts Payable Checks 69806 - 69931, Totaling \$665,864.51
D. Payroll Checks 9834-9842 & V18281-V18337, Totaling \$203,649.90

**Unanimous consent to approve the consent agenda as read.
Greenlee No objections**

**NEW BUSINESS:
Agenda Bill #45-16**

Resolution: Utility Assistance Program – Meagan Lowery
presented the staff report and the recommended action.

**Unanimous Consent to read the Resolution by title only. Greenlee
No objections.**

Don English read the Resolution by title only.

**Motion: To pass and post the Resolution in the usual manner.
Greenlee/McDaniel Councilmembers Shoemaker & Coursey
voted No. Motion passed.**

Agenda Bill #46-16

**Public Hearing/Ordinance: Comprehensive Plan Update – Mitch
Kneipp** presented the following:

- RCW 36.70A.130 requirements to update the plan by June 30, 2016
- State law requires the plan to be updated every eight years
- He listed the plans being adopted by reference
- Project timeline to date
- Planning Commission's recommendation
- Recommended action

Mayor Guard opened the hearing calling three times for public testimony. Hearing none he closed the public hearing.

**Unanimous consent for the city attorney to read the Ordinance by
title only. Greenlee No objections.**

Don English read the Ordinance by title only.

**Motion: To pass, post, and publish the Ordinance as amended in
the usual manner. Greenlee/Wagner Motion passed.**

Agenda Bill #47-16

**Public Hearing/Ordinance for Multi-Family Housing Property
Tax Exemption – David Scott** presented the staff report and the
recommended action. He reviewed the reference tables and the
changes from Council workshop discussion.

Mayor Guard opened the hearing for public testimony.

David Ripp, Director of the Port of Camas/Washougal, reviewed the
port's process and status on its waterfront property visioning process.
He spoke in favor of the tax exemption benefit.

Bill Ward, Port Commissioner, ask Council to keep the development condition fluid until the Port determines its vision.

Larry Keister commented on the status of the Port visioning process currently underway.

Motion: To read the Ordinance by title only. Boger/McDaniel

Don English read the Ordinance by title only.

Motion: To pass, post, and publish the Ordinance in the usual manner. Boger/McDaniel

Discussion: Port partnership, community involvement, master planning, Port public visioning efforts, requirements, development standards, Council's discretion, master plans, site plans, agreements, density, cohesive development, and design standards.

Motion: To move to the previous question. Shoemaker/Boger Greenlee objected. Councilmembers Wagner/Greenlee voted No. Motion passed.

Roll call vote on Ordinance motion:

Councilmembers Boger, Lindsay, McDaniel, Shoemaker and Coursey voted Yes. Councilmembers Wagner and Greenlee voted no.

Motion passed.

PUBLIC COMMENT: **Dave Ripp** invited everyone to attend the Independence Day Celebration at the Port on July 4th starting at 2:00 pm.

MAYOR'S REPORT: **Mayor Guard** reflected on AWC Conference and discussed the adoption of the 2017 conference schedule.

COUNCIL COMMENTS:

Councilmember Wagner announced that the next Park Board meeting on July 6th at 3:30 at Dick Beaver Park.

Councilmember Greenlee announced Local Connections on Tuesday at 8:20 am, RTC meeting on July 5th, Weird Beer Festival on July 9th and the next Council Meeting on July 11th.

Councilmember Lindsay commented on the AWC Conference and the hiring of the new police officers.

Councilmember Shoemaker noted that the cancellation of the Public Safety Committee meeting in June.

Councilmember Coursey inquired about the next Public Works Committee.

**EXECUTIVE
SESSION:**

Mayor Guard cleared the chambers at 8:32 for approximately 20 minutes to discuss property acquisition with no action to follow.

Regular session resumed at 8:45.

ADJOURNMENT:

Motion: To adjourn at 8:45 pm. Lindsay

Mayor – Sean Guard

City Clerk

AGENDA LOCATION

SHINGARD HTE
 DATE: 07/01/2016
 TIME: 13:33:02

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 CHECK REGISTER

PAGE NUMBER: 1
 VENCHK11
 ACCOUNTING PERIOD: 7/16

FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
69979	1111	07/01/16	ANDRES PAULINO-RUIZ	3430000	006317-00 RFD OVRPMT	155.41
69980	1111	07/01/16	BERGER/ABAM ENGINEERING	5041	COLUMBIA RIVER TRAIL DESI	1,205.46
69980	1111	07/01/16	BERGER/ABAM ENGINEERING	5041	NW URBAN GROWTH STDY	20,244.72
			TOTAL CHECK			21,450.18
69981	1111	07/01/16	CASCADE TREE WORKS LLC	5041	RMV BRANCHES, THIN, PR	1,842.80
69982	1111	07/01/16	CESSCO, INC	5048	CHOKE LEVER	11.51
69982	1111	07/01/16	CESSCO, INC	5048	COIL ASSY, IGNITION	96.84
69982	1111	07/01/16	CESSCO, INC	5048	UNIVERSAL ADVANCE	194.96
69982	1111	07/01/16	CESSCO, INC	5048	16 BAR ST, 61 PPMC3-5	66.07
			TOTAL CHECK			369.38
69983	1111	07/01/16	CHEVRON & TEXACO UNIVERSA	5041	FUEL	147.13
69984	1111	07/01/16	CLARK CO AUDITOR	5041	TRAFFIC SIGNAL MAINT	373.81
69984	1111	07/01/16	CLARK CO AUDITOR	5041	GIS STANDARD STR FRNT	32.52
69984	1111	07/01/16	CLARK CO AUDITOR	5051	2016 3Q ER MNGMT PER	3,245.25
69984	1111	07/01/16	CLARK CO AUDITOR	5651	3Q 2016 911 OPERATION	46,670.50
			TOTAL CHECK			50,322.08
69985	1111	07/01/16	CLARK PUBLIC UTILITIES	5047	JUNE ELECTRICITY	27.16
69985	1111	07/01/16	CLARK PUBLIC UTILITIES	5047	JUNE ELECTRICITY	46.02
69985	1111	07/01/16	CLARK PUBLIC UTILITIES	5047	JUNE ELECTRICITY	72.62
69985	1111	07/01/16	CLARK PUBLIC UTILITIES	5047	JUNE ELECTRICITY	162.83
69985	1111	07/01/16	CLARK PUBLIC UTILITIES	5047	JUNE ELECTRICITY	179.96
69985	1111	07/01/16	CLARK PUBLIC UTILITIES	5047	JUNE ELECTRICITY	328.05
69985	1111	07/01/16	CLARK PUBLIC UTILITIES	5047	JUNE ELECTRICITY	703.76
69985	1111	07/01/16	CLARK PUBLIC UTILITIES	5047	JUNE ELECTRICITY	311.67
69985	1111	07/01/16	CLARK PUBLIC UTILITIES	5047	JUNE ELECTRICITY	379.70
			TOTAL CHECK			2,211.77
69986	1111	07/01/16	THE COLUMBIAN	5044	NOTICE OF APPLICATION	98.96
69986	1111	07/01/16	THE COLUMBIAN	5044	HEARING ORDINANCE, PU	145.14
69986	1111	07/01/16	THE COLUMBIAN	5044	NOTICE OF APPLICATION	125.34
			TOTAL CHECK			369.44
69987	1111	07/01/16	DAVID SCOTT	5043	PER DIEM AWC	150.40
69988	1111	07/01/16	CAMAS WASHOUGAL CHMBR OF	5043	LUNCH, J.LINDSAY,P.GR	40.00
69989	1111	07/01/16	GLORY DAYS TROPHIES & SPO	5041	A.COOK UNIFORM SHIRT	16.26
69989	1111	07/01/16	GLORY DAYS TROPHIES & SPO	5026	PLATES	24.39
			TOTAL CHECK			40.65
69990	1111	07/01/16	GUNDERSON TIRE CENTER	5036	FLAT REPAIR	44.46
69991	1111	07/01/16	HARPER HOUF PETERSON RIGH	5041	JEMTEGARD PEESTRIAN TRAI	4,836.61
69992	1111	07/01/16	IMPERIAL CLEANERS	5041	UNIFORM CLEANING	117.00
69993	1111	07/01/16	J2 BLUE PRINT SUPPLY COMP	5149	SVC AGREEMNT & INK	91.17
69993	1111	07/01/16	J2 BLUE PRINT SUPPLY COMP	5035	SVC AGREEMNT & INK	91.16
69993	1111	07/01/16	J2 BLUE PRINT SUPPLY COMP	5149	SVC CONTRACT & INK	104.93
69993	1111	07/01/16	J2 BLUE PRINT SUPPLY COMP	5035	SVC CONTRACT & INK	104.93

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FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
69394	1111	07/01/16	JENNIFER FORSBERG	5043	PER DIEM FOR AWC CONF	392.19
69395	1111	07/01/16	CANAM MINERALS	5036	CERAMIC NOZZLE	150.40
69396	1111	07/01/16	L.N. CURTIS & SONS	5023	SHIRT, STREETGEAR	54.00
69397	1111	07/01/16	LANDSCAPE STRUCTURES INC	5063	SHIRT, STREETGEAR	257.83
69398	1111	07/01/16	LEWIS COUNTY CORONER'S OF	5449	HARTWOOD PARK IMPROVEMENT	96,999.71
69398	1111	07/01/16	LEWIS COUNTY CORONER'S OF	5449	P.HOUTS DIG CLASS	100.00
					K.TIERNEY DIG CLASS	100.00
					TOTAL CHECK	200.00
69399	1111	07/01/16	LISA KIRKPATRICK	3863000	COMM RM REFUND	125.00
70000	1111	07/01/16	MARGARITA PINEDA	3863000	COMM RM REFUND	125.00
70001	1111	07/01/16	MARK & RAMONA BRODI	3430000	002474-00 RFD OVRPMT	96.11
70002	1111	07/01/16	METRO LANDSCAPE SUPPLIES	5036	MEDIUM FIR	50.95
70003	1111	07/01/16	MICROFLEX INC	5041	TAX AUDIT PROGRAM	150.00
70004	1111	07/01/16	MILLER NASH ATTORNEYS AT	5041	ENV ISSUES SCHMID FAM	75.60
70005	1111	07/01/16	MUNICIPAL EMERGENCY SERVI	5023	MEDAL, CASE	277.45
70006	1111	07/01/16	MURRAY SMITH ASSOC	5041	STEIGERWALD RESTORATION &	4,259.22
70007	1111	07/01/16	NAOMI HERNANDEZ-BIRCH	3863000	COMM RM REFUND	125.00
70008	1111	07/01/16	NORTHWEST NATURAL GAS CO	5047	SERVICE 05/18-06/21	553.43
70008	1111	07/01/16	NORTHWEST NATURAL GAS CO	5047	SERVICE 05/18-06/21	95.07
					TOTAL CHECK	648.50
70009	1111	07/01/16	NORTHWEST STAFFING RESOUR	5041	WK END 6/19 D. TERNE	680.00
70009	1111	07/01/16	NORTHWEST STAFFING RESOUR	5041	WK END 6/19 M.WILLIAM	680.00
					TOTAL CHECK	1,360.00
70010	1111	07/01/16	PACIFIC POWER GROUP	5048	5 GALLON, FILTER	211.24
70011	1111	07/01/16	PAPE' MACHINERY	5048	MOWER BLADE, DEFLECTO	109.60
70012	1111	07/01/16	SILVER STAR TELECOM	5042	SERVICE 06/01-06/30	413.17
70013	1111	07/01/16	UNITED PARCEL SERVICE	5041	SHIPPING	11.50
70014	1111	07/01/16	US BANK OFFICE EQUIPMENT	5149	C554E COPIER	160.00
70015	1111	07/01/16	WALLIS ENGINEERING	5041	DISCOVERY DENTAL EXP	312.00
70015	1111	07/01/16	WALLIS ENGINEERING	5041	2016 DEVELOPMENT RVM	502.00
70015	1111	07/01/16	WALLIS ENGINEERING	5041	MAIN STREET MIXED USE	950.44
70015	1111	07/01/16	WALLIS ENGINEERING	5041	WSD BUS FACILITY RELO	377.00
70015	1111	07/01/16	WALLIS ENGINEERING	5041	LOOKOUT RIDGE PH #6	1,166.64
70015	1111	07/01/16	WALLIS ENGINEERING	5041	SALVATION ARMY SITE	741.00

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CHECK NUMBER	CASH ACCT	DATE ISSUED	-----VENDOR-----	ACCT	-----DESCRIPTION-----	AMOUNT
70015	1111	07/01/16	WALLIS ENGINEERING	5041	2016 DEVELOPMENT RVW	2,752.20
70015	1111	07/01/16	WALLIS ENGINEERING	5041	COLUMBIA STATION	572.00
70015	1111	07/01/16	WALLIS ENGINEERING	5041	MAIN STREET MIXED USE	831.50
70015	1111	07/01/16	WALLIS ENGINEERING	5041	U-HAUL MOVING & STG	91.00
70015	1111	07/01/16	WALLIS ENGINEERING	5041	REMAINING BALANCE ON IAG	788.93
70015	1111	07/01/16	WALLIS ENGINEERING	5041	ENGINEERING SVCS - GENERA	8,434.71
70015	1111	07/01/16	WALLIS ENGINEERING	5041	RESERVOIR #6 PHASE 2-A	2,633.50
			TOTAL CHECK			20,152.92
70016	1111	07/01/16	WASHINGTON STATE PATROL	5151	ACCESS USER FEE	534.00
70017	1111	07/01/16	WEST COLUMBIA GORGE HUMAN	5041	IMPOUND FEES MAY 16	2,040.00
70018	1111	07/01/16	WILCOX & FLEGEL	5032	FUEL	32.18
70018	1111	07/01/16	WILCOX & FLEGEL	5032	FUEL	74.30
70018	1111	07/01/16	WILCOX & FLEGEL	5032	FUEL	101.90
70018	1111	07/01/16	WILCOX & FLEGEL	5032	FUEL	123.55
70018	1111	07/01/16	WILCOX & FLEGEL	5032	FUEL	237.78
70018	1111	07/01/16	WILCOX & FLEGEL	5032	FUEL	305.73
70018	1111	07/01/16	WILCOX & FLEGEL	5032	FUEL	524.30
70018	1111	07/01/16	WILCOX & FLEGEL	5032	FUEL	665.73
70018	1111	07/01/16	WILCOX & FLEGEL	5032	FUEL	665.74
70018	1111	07/01/16	WILCOX & FLEGEL	5032	FUEL	665.74
			TOTAL CHECK			3,396.95
			TOTAL FUND			214,473.65
			TOTAL REPORT			214,473.65

214,473.65
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 DATE: 06/24/2016
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CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
69932	1111	06/24/16	GARY TODD ELGIN	5048	BEAVER REMOVAL	430.00
69933	1111	06/24/16	APPRAISAL & CONSULTING GR	5063	G.SCHMID WR ACQUISITI	3,900.00
69934	1111	06/24/16	CABINET DESIGNS UNLIMITED	5048	CUSTOM WALL, STG CAB	9,659.52
69935	1111	06/24/16	CESSCO, INC	5036	TRUFUEL 4-CYCLE GAS	26.01
69936	1111	06/24/16	CLARK CO AUDITOR	5051	MAY 16 ADULT PROBATIO	1,332.05
69936	1111	06/24/16	CLARK CO AUDITOR	5051	MAY 16 PRE-TRIAL SUP	150.00
69936	1111	06/24/16	CLARK CO AUDITOR	5051	MAY 16 VICTIM PANEL	150.00
	TOTAL CHECK					1,632.05
69937	1111	06/24/16	CLARK PUBLIC UTILITIES	5047	MAY ELECTRICITY	28.39
69937	1111	06/24/16	CLARK PUBLIC UTILITIES	5047	MAY ELECTRICITY	1,538.16
	TOTAL CHECK					1,566.55
69938	1111	06/24/16	COLUMBIA WEST ENGINEERING	5041	INDEPENDENT CONSTRUCTION	380.00
69939	1111	06/24/16	THE COLUMBIAN	5044	AD HOC MTG	28.59
69939	1111	06/24/16	THE COLUMBIAN	5044	PUBLIC HEARING	108.41
	TOTAL CHECK					137.00
69940	1111	06/24/16	COMCAST	5042	SVCS 06/20-07/19	106.11
69941	1111	06/24/16	DEPT OF LICENSING	5049	CONCEALED PISTOL LIC	18.00
69941	1111	06/24/16	DEPT OF LICENSING	5049	CONCEALED PISTOL LIC	18.00
	TOTAL CHECK					34.00
69942	1111	06/24/16	ENGLISH, LANE, MARSHALL, V	5041	MAY 16 LEGAL SERVICES	21.50
69942	1111	06/24/16	ENGLISH, LANE, MARSHALL, V	5041	MAY 16 LEGAL SERVICES	143.00
69942	1111	06/24/16	ENGLISH, LANE, MARSHALL, V	5041	MAY 16 LEGAL SERVICES	229.50
69942	1111	06/24/16	ENGLISH, LANE, MARSHALL, V	5041	MAY 16 LEGAL SERVICES	297.25
69942	1111	06/24/16	ENGLISH, LANE, MARSHALL, V	5041	MAY 16 LEGAL SERVICES	775.75
69942	1111	06/24/16	ENGLISH, LANE, MARSHALL, V	5041	MAY 16 LEGAL SERVICES	5,249.00
	TOTAL CHECK					6,718.00
69943	1111	06/24/16	EVELYN M PIERCE	5041	POL CASE #2416-392	26.25
69944	1111	06/24/16	EWING	5036	SOLENOID, HUNTR	132.54
69944	1111	06/24/16	EWING	5036	RTRN SPECIAL ORDER	-41.70
69944	1111	06/24/16	EWING	5036	SPRINKLER HEAD	40.87
	TOTAL CHECK					131.71
69945	1111	06/24/16	HONEY BUCKET	5049	WEEKLY RENTAL	297.00
69945	1111	06/24/16	HONEY BUCKET	5049	WEEKLY RENTAL	135.71
69945	1111	06/24/16	HONEY BUCKET	5049	WEEKLY RENTAL	222.43
69945	1111	06/24/16	HONEY BUCKET	5049	WEEKLY RENTAL	50.30
	TOTAL CHECK					705.44
69946	1111	06/24/16	JASON & JENNY CLASSEN	3430000	001316-00 RFD OVRPMT	22.89
69947	1111	06/24/16	KNAPHEIDE TRUCK EQUIPMENT	5064	LAB INSTALL	3,134.00
69948	1111	06/24/16	L.N. CURTIS & SONS	5023	HASHMARKS	193.99

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FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
69949	1111	06/24/16	LARCH CORRECTIONS CENTER	5041	OFFENDER GRATUITY, FL	789.57
69950	1111	06/24/16	LJC SUPPLY	5036	MOLE TRAP	70.41
69951	1111	06/24/16	MARY DEVANY	3430000	005213-00 RFD OVRPMT	70.75
69952	1111	06/24/16	METRO LANDSCAPE SUPPLIES	5036	CEDAR CHIPS	546.34
69952	1111	06/24/16	METRO LANDSCAPE SUPPLIES	5036	MEDIUM PTR	24.93
TOTAL CHECK						571.27
69953	1111	06/24/16	MICHELE & CORIE SHUMATE	3430000	008468-01 RFD OVRPMT	37.68
69954	1111	06/24/16	NORTH CENTRAL LABORATORIE	5036	CALCIUM CHLORIDE, MAG	1,633.03
69955	1111	06/24/16	NORTHWEST NATURAL GAS CO	5047	SVC 05/18-06/20	.61
69955	1111	06/24/16	NORTHWEST NATURAL GAS CO	5047	SVC 05/18-06/20	238.16
69955	1111	06/24/16	NORTHWEST NATURAL GAS CO	5047	SVC 05/18-06/20	560.66
TOTAL CHECK						799.43
69956	1111	06/24/16	OFFICE DEPOT	5031	3-TIER DESK SHELF	64.45
69956	1111	06/24/16	OFFICE DEPOT	5036	FOLDERS, ENVELOPES	14.43
69956	1111	06/24/16	OFFICE DEPOT	5031	FOLDERS, ENVELOPES	14.44
69956	1111	06/24/16	OFFICE DEPOT	5036	FOLDERS, ENVELOPES	17.07
69956	1111	06/24/16	OFFICE DEPOT	5031	FOLDERS, ENVELOPES	15.49
69956	1111	06/24/16	OFFICE DEPOT	5036	FOLDERS, ENVELOPES	6.50
69956	1111	06/24/16	OFFICE DEPOT	5036	FOLDERS, ENVELOPES	8.66
69956	1111	06/24/16	OFFICE DEPOT	5031	LABELS, MOUSE PAD	34.81
69956	1111	06/24/16	OFFICE DEPOT	5036	LABELS, MOUSE PAD	48.28
69956	1111	06/24/16	OFFICE DEPOT	5036	CLOROX DISINFECTING WIPES	62.86
69956	1111	06/24/16	OFFICE DEPOT	5036	OFFICE DEPOT BRAND COPY P	121.92
69956	1111	06/24/16	OFFICE DEPOT	5031	SOUTHWORTH PARCHEMENT SPE	27.05
69956	1111	06/24/16	OFFICE DEPOT	5036	HP 05A BLACK ORIGINAL TON	146.61
69956	1111	06/24/16	OFFICE DEPOT	5031	OFFICE DEPOT BRAND NON ST	9.75
69956	1111	06/24/16	OFFICE DEPOT	5036	HP 90A BLACK ORIGINAL TON	347.99
69956	1111	06/24/16	OFFICE DEPOT	5036	DIXIE PERFECT TOUCH HOT C	19.48
69956	1111	06/24/16	OFFICE DEPOT	5036	MICROSOFT WIRELESS DESKTO	41.18
69956	1111	06/24/16	OFFICE DEPOT	5036	MICROSOFT WIRELESS DESKTO	41.18
69956	1111	06/24/16	OFFICE DEPOT	5036	POST IT POP UP NOTES	61.76
69956	1111	06/24/16	OFFICE DEPOT	5036	SMAD REDROPE END-TAB FITL	104.68
69956	1111	06/24/16	OFFICE DEPOT	5031	MICROSOFT WIRELESS DESKTO	41.18
69956	1111	06/24/16	OFFICE DEPOT	5036	OFFICE DEPOT BRAND COPY A	121.92
TOTAL CHECK						1,478.19
69957	1111	06/24/16	OTAK	5041	STORMWATER AND LID CODE &	8,143.00
69958	1111	06/24/16	PAPE/ MACHINERY	5048	REMAN PART CORE	443.31
69959	1111	06/24/16	PATRICIA KING	5041	GYM REIMB JAN-JUN2016	20.00
69959	1111	06/24/16	PATRICIA KING	5049	GYM REIMB JAN-JUN2016	20.00
69959	1111	06/24/16	PATRICIA KING	5049	GYM REIMB JAN-JUN2016	30.00
69959	1111	06/24/16	PATRICIA KING	5022	GYM REIMB JAN-JUN2016	9.00
69959	1111	06/24/16	PATRICIA KING	5049	GYM REIMB JAN-JUN2016	9.00
69959	1111	06/24/16	PATRICIA KING	5049	GYM REIMB JAN-JUN2016	12.00
TOTAL CHECK						100.00

SUNGARD HTE
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CITY OF WASHOUGAL
 CHECK REGISTER

PAGE NUMBER: 3
 VENCHK11
 ACCOUNTING PERIOD: 6/16

FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
69960	1111	06/24/16	PETTY CASH FUND	5026	DEPOSIT FOR FOOD STAF	100.00
69960	1111	06/24/16	PETTY CASH FUND	5026	FOOD STAFF MTG CITY	200.00
69960	1111	06/24/16	PETTY CASH FUND	5036	FOOD STAFF MTG CITY	400.00
69960	1111	06/24/16	PETTY CASH FUND	5064	STORM VEHICLE REG	47.75
69960	1111	06/24/16	PETTY CASH FUND	5064	STORM VEHICLE REG	47.75
69960	1111	06/24/16	PETTY CASH FUND	5064	WATER VEHICLE REG	47.75
69960	1111	06/24/16	PETTY CASH FUND	5064	WATER VEHICLE REG	47.75
	TOTAL	CHECK				891.00
69961	1111	06/24/16	PITNEY BOWES GLOBAL FINAN	5042	ACCT #0016650294	2,835.75
69962	1111	06/24/16	PORTER W YETT COMPANY	5036	HMA OR 3/8	486.85
69962	1111	06/24/16	PORTER W YETT COMPANY	5048	HMA OR 3/8	195.65
	TOTAL	CHECK				682.50
69963	1111	06/24/16	RICK BUCKNER ADVANCED POL	5041	POLYGRAPH SVCS	300.00
69964	1111	06/24/16	RUTH LANDEN	3430000	002441-00 RFD OVRPMT	25.10
69965	1111	06/24/16	SAFEWAY INC.	5031	COFFEE	32.99
69965	1111	06/24/16	SAFEWAY INC.	5031	COFFEE & CREAMER	39.99
69965	1111	06/24/16	SAFEWAY INC.	5031	CREAMER	3.61
69965	1111	06/24/16	SAFEWAY INC.	5036	CREAMER	5.42
69965	1111	06/24/16	SAFEWAY INC.	5036	CREAMER	1.63
69965	1111	06/24/16	SAFEWAY INC.	5036	CREAMER	1.63
69965	1111	06/24/16	SAFEWAY INC.	5036	CREAMER	2.17
69965	1111	06/24/16	SAFEWAY INC.	5036	CREAMER	3.60
	TOTAL	CHECK				91.04
69966	1111	06/24/16	SCOTT RAINEY	3863000	COMM ROMM REFUND	125.00
69967	1111	06/24/16	SIERRA SPRINGS	5036	WATER SERVICE	100.29
69968	1111	06/24/16	TWO RIVERS HERITAGE MUSEU	5041	RACK CARDS	836.03
69969	1111	06/24/16	TYCO INTEGRATED SECURITY	5041	07/16-09/16 SERVICE	128.61
69970	1111	06/24/16	UNITED PARCEL SERVICE	5041	SHIPPING	46.00
69971	1111	06/24/16	USA BLUEBOOK	5036	GEOPHONE KIT	481.89
69972	1111	06/24/16	WA ST CRIMINAL JUSTICE TR	5051	C.CALCAGNO TRAINING	50.00
69972	1111	06/24/16	WA ST CRIMINAL JUSTICE TR	5051	B.LOSHRY TRAINING	50.00
	TOTAL	CHECK				100.00
69973	1111	06/24/16	LABOR & INDUSTRIES	5041	ANNUAL OPERATING CERT	141.60
69974	1111	06/24/16	WALLIS ENGINEERING		VOID: MULTI STUB CHECK	
69975	1111	06/24/16	WALLIS ENGINEERING	5041	RUBY'S MANOR SUBDIVIS	167.40
69975	1111	06/24/16	WALLIS ENGINEERING	5041	RUBY'S MANOR SUBDIVIS	167.40
69975	1111	06/24/16	WALLIS ENGINEERING	5041	RUBY'S MANOR SUBDIVIS	167.40
69975	1111	06/24/16	WALLIS ENGINEERING	5041	RUBY'S MANOR SUBDIVIS	167.40
69975	1111	06/24/16	WALLIS ENGINEERING	5041	RUBY'S MANOR SUBDIVIS	167.40
	TOTAL	CHECK				31.24

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CITY OF WASHOUGAL
 CHECK REGISTER

PAGE NUMBER: 5
 VENCHK11
 ACCOUNTING PERIOD: 6/16

FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	AMOUNT	DESCRIPTION	ACCT	COMPANY
69977	1111	06/24/16	12.65	POLY/NYLON BRUSH	5036	WHITNEY EQUIPMENT
69977	1111	06/24/16	89.95	PRO WOOD HNDL, DR BIT	5048	WHITNEY EQUIPMENT
69977	1111	06/24/16	48.82	PVC HANDY PACK, TRSH	5036	WHITNEY EQUIPMENT
69977	1111	06/24/16	3.86	PVC PRESSURE CAP	5036	WHITNEY EQUIPMENT
69977	1111	06/24/16	9.75	ROUND PLUG	5048	WHITNEY EQUIPMENT
69977	1111	06/24/16	81.26	RUBBER STRAP	5048	WHITNEY EQUIPMENT
69977	1111	06/24/16	9.30	SATIN HEIRLOOM WHITE	5036	WHITNEY EQUIPMENT
69977	1111	06/24/16	30.97	SPARY NOZZLE, GLS CLR	5036	WHITNEY EQUIPMENT
69977	1111	06/24/16	31.43	SPRAYER 3 GAL STAND	5036	WHITNEY EQUIPMENT
69977	1111	06/24/16	28.16	STEEL LEAF RAKE	5036	WHITNEY EQUIPMENT
69977	1111	06/24/16	2.59	STEEL OPEN 3 IN	5036	WHITNEY EQUIPMENT
69977	1111	06/24/16	14.08	SURGE 6 OUTLET	5036	WHITNEY EQUIPMENT
69977	1111	06/24/16	31.14	WALL PHONE JK, TAPE	5036	WHITNEY EQUIPMENT
69977	1111	06/24/16	23.83	WATER CAN, SPRAY NOZZ	5036	WHITNEY EQUIPMENT
69977	1111	06/24/16	16.25	WATER WAND	5036	WHITNEY EQUIPMENT
69977	1111	06/24/16	43.34	WEED N FEED	5036	WHITNEY EQUIPMENT
TOTAL CHECK				1,216.22		
69978	1111	06/24/16	6,504.00	SERVICE TECH	5036	WHITNEY EQUIPMENT

TOTAL FUND

TOTAL REPORT

62,964.59

SUNGARD HTE
 DATE: 07/01/2016
 TIME: 15:34:57

CITY OF WASHOUGAT
 VOUCHER REGISTER

PAGE NUMBER: 1
 VOUCHER# 11
 ACCOUNTING PERIOD: 7/16

FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	AMOUNT	DESCRIPTION	ACCT
V315	1111	07/01/16	2440	PATROL CAR EQUIPMENT	5064
V315	1111	07/01/16	2440	PATROL CAR EQUIPMENT	5064
V315	1111	07/01/16	2440	PATROL ROOM ORGANIZER	5031
TOTAL VOUCHER			954.40		
V316	1111	07/01/16	1761	PARKS LUNCH PARKING	5043
V317	1111	07/01/16	863	AD POLICE ADMIN ASST	5049
V317	1111	07/01/16	863	AD SOCIAL MEDIA POSIT	5041
V317	1111	07/01/16	863	IPAD FOR WELLNESS	5036
V317	1111	07/01/16	863	LUNCH FOR PANELISTS	5043
TOTAL VOUCHER			706.57		
V318	1111	07/01/16	1956	GOVNT FINANCE OFF ASC	5149
V318	1111	07/01/16	1956	ONLINE COLUMBIAN	5041
V318	1111	07/01/16	1956	OVERLIMT FEE	5049
V318	1111	07/01/16	1956	STEPIE-J.HERCEG	5036
V318	1111	07/01/16	1956	STEPIE-R.BAKER	5036
V318	1111	07/01/16	1956	STEPIE-R.JEWELL	5031
V318	1111	07/01/16	1956	STEPIE'S	5036
V318	1111	07/01/16	1956	STEPIE'S-FINANCE	5036
V318	1111	07/01/16	1956	STEPIE-T.GUISE	5036
V318	1111	07/01/16	1956	VARIDESK-FINANCE	5036
V318	1111	07/01/16	1956	VARIDESK-J.HERCEG	5036
V318	1111	07/01/16	1956	VARIDESK-R.BAKER	5036
V318	1111	07/01/16	1956	VARIDESK-R.BAKER	5036
V318	1111	07/01/16	1956	VARIDESK-T.GUISE	5036
TOTAL VOUCHER			3,813.46		
V319	1111	07/01/16	989	WA BIDG CODE AMEND	5149
V320	1111	07/01/16	1293	FLASHLIGHTS	5035
V320	1111	07/01/16	1293	K9 DOG FOOD	5041
V320	1111	07/01/16	1293	OFFICE SUPPLIES	5031
V320	1111	07/01/16	1293	PATROL RM MONITOR MNT	5048
V320	1111	07/01/16	1293	PATROL FLASHLIGHT BATT	5035
V320	1111	07/01/16	1293	WASPC CONFERENCE	5043
TOTAL VOUCHER			1,462.11		
V321	1111	07/01/16	2970	AWWA-PNWS T.DAVIS	5449
V321	1111	07/01/16	2970	MEMORIAL DAY EVENT	5036
TOTAL VOUCHER			184.81		
V322	1111	07/01/16	2422	CABLES	5036
V322	1111	07/01/16	2422	COM HOSTING	5149
V322	1111	07/01/16	2422	E-MAIL SPAM APPLIANCE	5149
V322	1111	07/01/16	2422	MONITORS	5064
V322	1111	07/01/16	2422	NETWORK PARTS	5035
V322	1111	07/01/16	2422	PATCH CABLES	5036
V322	1111	07/01/16	2422	PHONE CASES	5036
V322	1111	07/01/16	2422	POWER STRIPS	5036
V322	1111	07/01/16	2422	PRINTER B.WILSON	5035
V322	1111	07/01/16	2422	RETURN/REFUND	5035
V322	1111	07/01/16	2422	SMALL TOOLS/MINOR EOU	5035
V322	1111	07/01/16	2422	SMALL TOOLS/MINOR EOU	5035
V322	1111	07/01/16	2422	VIDEO CAMERA, TRIPOD	5036
TOTAL VOUCHER			4,054.97		

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CITY OF WASHOUGAL
VOUCHER REGISTER

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ACCOUNTING PERIOD: 7/16

FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER CASH ACCT DATE ISSUED -----VENDOR----- ACCT

-----DESCRIPTION-----

AMOUNT

TOTAL FUND

11,338.49

TOTAL REPORT

11,338.49

CITY OF WASHOUGAL

PAYROLL CLAIMS VOUCHER APPROVAL

I HEREBY CERTIFY THAT THE SERVICES CHARGED ON THE VOUCHERS ATTACHED HAVE BEEN FURNISHED TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THE CLAIMS BELOW TO BE VALID AND CORRECT.

FINANCE _____

WE THE UNDERSIGNED COUNCIL MEMBERS OF WASHOUGAL, WASHINGTON DO HEREBY CERTIFY THAT THE CHECK #9843-9851 & VOUCHER #'S V18338-V18420 ARE APPROVED FOR PAYMENT IN THE AMOUNT OF \$469,696.26 ON THIS 30th DAY OF JUNE 2016.

FINANCE COMMITTEE _____

FINANCE COMMITTEE _____

FINANCE COMMITTEE _____

AGENDA BILL

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

Bill No. 48-16

SUBJECT:

Set Public Hearing

PA #16060008 & ENV #16060009

(UGA Land Use Study Preferred

Alternative & NW UGA Moratorium

Extension)

FOR AGENDA OF: July 11, 2016

DEPT. OF ORIGIN: Community Development

REVIEWED AT:

EXHIBITS:

TO BE RETURNED TO COUNCIL: Yes

APPROVED BY DEPT. HEAD: 

EXPENDITURE REQUIRED:

\$0

BUDGETED:

\$0

APPROPRIATION REQUIRED:

\$0

SUMMARY STATEMENT

In October of 2015 the Washougal City Council entered into a professional service agreement (PSA) with BergerABAM to review the existing land uses within the City's Urban Growth Area (UGA). This review was initiated as the identified land uses within the UGA's, particularly the Employment Center designation, did not seem consistent with the city's goals. The PSA brought together a Technical Advisory Committee (TAC) and a City Center Focus Group (CCFG) that reviewed plans and ideas to come up with a recommended preferred alternative land use plan.

At the November 16, 2015 City Council Meeting the Council adopted Ordinance #1783 annexing property into the City of Washougal identified as the NW UGA Annexation. This ordinance also placed a moratorium on all property within the annexed area zoned as Employment Center until the land use study being performed by BergerABAM was completed. On January 25, 2016 the City Council enacted a development moratorium on all of the remaining properties subject to the annexation until the land use study was complete and a better vision for the area had been determined.

In order for the preferred alternative plan to be fully implemented staff is recommending the City Council adopt the plan as a guiding document until such time as the recommended changes can be made to the Comprehensive Plan Map, Zoning Map and land use regulations. In addition, staff is recommending that the development moratorium, for the properties annexed under the NW UGA Annexation, be extended until the recommended changes can be made. The moratorium ordinance will have provisions for development to proceed if the applicant submits a Development Agreement to the City Council that is consistent with the adopted UGA Land Use Study Preferred Alternative. Because the timeframes for the existing moratoria are expiring the proposed ordinance for the continued moratorium will be an emergency ordinance.

RECOMMENDED ACTION

Set a public hearing for July 25, 2016 at 7:00pm for the UGA Land Use Study Preferred Alternative and NW UGA Moratorium Extension through approval of the consent agenda.

AGENDA BILL

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

Bill No. 49-16

SUBJECT:

Professional Services Agreement (PSA)
 with Otak for the Campen Creek
 emergency culvert repair.

FOR AGENDA OF: July 11, 2016

DEPT. OF ORIGIN: Public Works

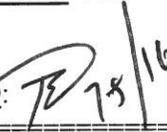
REVIEWED AT: Workshop on July 11, 2016

EXHIBITS:

A - PSA
 B - Scope of services

TO BE RETURNED TO COUNCIL: No

APPROVED BY DEPT. HEAD:



EXPENDITURE REQUIRED:	BUDGETED:	APPROPRIATION REQUIRED:
\$23,216.00	NO	NO

SUMMARY STATEMENT

Staff is submitting a PSA proposed by Otak for consulting services for the Campen Creek Emergency Culvert Repair. Last December, staff was notified that a large piece of concrete had separated from culvert entering into Campen Creek on the west side of the creek just north of M Drive. Staff has worked with consultants to complete an expedited permitting and construction plan for removal of this piece of concrete and replacement with large rip rap to help stabilize the bank and culvert of the stream as it makes the 90 degree turn from west to south at this location. Due to the fish bearing nature of this stream, it is critical that any work on this repair and restoration occur before September 30 which is the in-water-work window.

RECOMMENDED ACTION

1. Authorize the Mayor to sign the Professional Service Agreement submitted by Otak.

PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into this ___ day of **JULY 2016**, by and between the City of Washougal, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City," and **OTAK INC.**, hereinafter referred to as "Contractor," whose address is: **700 Washington Street, Suite 401, Vancouver, WA 98660.**

WHEREAS, the City desires to engage the Contractor to provide **CONSULTING** Services and other related professional services for **CAMPEN CREEK EMERGENCY CULVERT REPAIR PROJECT**, and Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement.

1. **Scope of Services:**

Contractor agrees to:

- a. See attached Scope and Rates in Exhibit A
- b. Notwithstanding the provisions of section 13, "Amendments," the City may add other related professional services at its discretion.

This Agreement is a purchase of professional services at the hourly rates set forth in

Exhibit A. Payment for these services are for time and materials not to exceed **\$23,216.00** unless authorized in writing by the City. If additional time is needed, please refer to Section 4 of this agreement. A written amendment must be attached.

1. **Relation of Parties:**

The Contractor, its sub-consultants, agents and employees are independent contractors performing professional services for City and are not employees of the City. The Contractor, its sub-consultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub-consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

2. **Time of Performance:**

The service of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed, services hereunder shall begin as of: Begin date of **JULY 11, 2016**, and be completed as of: End Date **SEPTEMBER 30, 2016**.

3. **Delays and Extensions of Time:**

If the Contractor is delayed at any time in the progress of providing service covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

4. **Compensation and Schedule of Payments:**

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed supplemental agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials,

supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any. Payments will be submitted by mail or courier to City Hall located at 1701 C Street, Washougal, WA 98671. No faxed copies or electronic requests for payment will be accepted. Payments to Contractor shall be made within thirty (30) days from submission of each invoice.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract number given on the notice to proceed and annotated on the executed copy of the contract **must** be referenced on any invoice submitted for payment.

5. **Ownership of Records and Documents:**

All materials, writings and products produced by Contractor in the course of performing this Contract shall immediately become the joint property of the City and Contractor. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Contractor.

6. **Termination:**

This Agreement may be terminated by either party upon not less than fifteen (15) days written notice. Additionally, this Agreement may be suspended in accordance with Section I of City of Washougal Resolution 1051.

7. **Evaluation and Compliance with the Law:**

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

8. **City Business and Occupation License & E-Verify Program:**

Prior to performing work under this Agreement, Contractor shall secure a City

of Washougal Business and Occupation License under W.M.C. 5.04.020.

The Contractor shall be registered with the Department of Homeland Security E-Verify Program. The Contractor shall provide a fully executed Declaration of Participation in E-Verify Program Form to the City. If the Contractor described herein uses a subcontractor in connection with the performance of the Contract, the subcontractor shall, as a condition of the Contract, certify their participation in the E-Verify program by submitting a Declaration of Participation Form. The Contractor and any subcontractors will not knowingly employ or contract with an unauthorized alien.

9. **Liability and Hold Harmless:**

Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder. All work shall be done at Contractor's risk.

The Contractor shall defend, indemnify and hold harmless the City of Washougal, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits, including attorney fees arising out of or resulting from the act, error or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

10. **Debarment, Suspension Or Ineligibility**

The Contractor, defined as the primary participant and its principals, certifies that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions with the City;
2. Have not within a three (3) year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above;
4. Have not, within a three (3) year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause of default;
5. Where the Contractor is unable to certify to any of the statements in this document, Contractor shall attach an explanation.

The Contractor agrees by submitting this contract that it shall not knowingly enter into any lower tier covered transaction with a person or business that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

12. **Insurance:**

The Contractor shall obtain and keep in force during the entire term of this Agreement, liability insurance policies against any and all claims for damages to persons or property which may arise out of the performance of this Contract, whether such work shall be by the Contractor or its subcontractors, or by any employee, agent, or representative of the Contractor or its subcontractors. Such policies of insurance shall cover liabilities arising

from premises, operations, automobiles, independent contractors, personal injury, advertising injury, and professional liability. Such policies of insurance shall also be primary insurance with respect to the City. Any separate insurance maintained by the City shall be in excess of the Contractor's insurance herein.

The Contractor agrees to the following requirements relating to insurance coverage, which combination of policies shall cover all of the liabilities identified in the preceding paragraph:

- 1. Liability Insurance:** The liability insurance required herein shall, at a minimum, be in the form of: (a) commercial general liability insurance with a One Million Dollar (\$1,000,000) or greater combined single policy limit for bodily injury and property damage for each occurrence; (b) automobile liability insurance with a One Million Dollar (\$1,000,000) or greater combined single policy limit for bodily injury and property damage for each occurrence; and (c) professional liability insurance to include coverage for professional errors and/or omissions with a One Million Dollar (\$1,000,000) or greater policy limit for each occurrence. The City shall be named as an additional insured with respect to all such policies and copies of all such policies shall be furnished to the City upon request.
- 2. Worker's Compensation:** The Contractor shall take out and maintain during the life of the Agreement, Worker's Compensation insurance for all its employees engaged in work under or pursuant to this Agreement who are required to be so covered by the laws of the State of Washington and in any case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees, unless or to the extent that such employees are covered by the protection provided by the Contractor.
- 3. Employment Security:** The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith. Contractor shall provide evidence of all insurance required, at the City's request, by submitting an

insurance certificate to the City on a standard "Accord" or comparable form with all applicable endorsements attached thereto.

13. **Notices:**

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed, postage paid, as follows:

City:

City of Washougal

1701 "C" Street

Washougal, WA 98671

Contractor:

OTAK INC.

700 WASHINGTON ST. STE 400

VANCOUVER, WA. 98660

14. **Amendments:**

This Agreement shall not be altered, changed, or amended, except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement.

15. **Scope of Agreement:**

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless set forth in this Agreement.

16. **Ratification:**

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

17. **Governing Law/Venue:**

This Agreement shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be

construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The Contractor shall have

legal authority to enter into this Agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

DATED this _____ day of **JULY, 2016**.

CITY OF WASHOUGAL, a Municipal Corporation

BY: _____
Mayor

ATTEST:

Approved as to Form:

Finance Director

City Attorney

CONTRACTOR,

BY: _____

Title: _____

Exhibit A
39th and M Street Streambank Repair

Scope of Work between City of Washougal and Otak, Inc.

Project 18046
June 29, 2016

Scope of Work

The following tasks specifically describe Otak's proposed scope of work.

Task 1 – Project Management

This task includes:

- Manage the quality control review of all work activities and project deliverables.
- Prepare and submit invoices and progress reports

Assumptions:

- Project will last no more than 3 months

Deliverables:

- Invoices and progress reports.

Task 2 Survey

This task will include topographic survey of Campen Creek from 10 feet downstream of M Street to 50 feet north of M Street, approximately 50 feet in width. It will include half of 39th Street, including utilities.

Assumptions:

- Construction staking is not included in this scope.

Deliverables:

- Electronic topographic base map with updated DTM, control, datum information.

Task 3 Environmental Services

Task 3.1 WDFW/ACOE Permits

This task includes the submittal of an application and obtaining an HPA from the Washington Department of Fish and Wildlife (WDFW) and approval from the Army Corps of Engineers (ACOE). The engineering design and conservation measures will be described to meet the criteria for in-water work, construction activities, and erosion control measures.

Assumptions:

- The project will not require culvert repairs or replacements.
- Less than 50 cubic yards of excavation will occur and a SEPA will not be required
- The JARPA will require one round of Client review and one round of revision.
- The City will pay the required permit fees.
- Project is outside a defined floodplain.
- Project is outside of shoreline and will not require a shoreline permit.

Deliverables:

- Completion of draft JARPA for Client review (1 electronic copy)
- Completion of final JARPA based on Client comments and submittal to the WDFW and ACOE.

Task 3.2 City of Washougal Critical Area Permit

As this project is located in a riparian priority habitat area, a critical areas permit from the City will be required.

This task includes the preparation of a critical areas permit application in accordance with the Washougal Development Code (RDC 18.280). The application will include the necessary forms and a critical areas memorandum that summarizes how impacts will be avoided, minimized, and/or mitigated for the riparian priority habitat area.

The draft staff report will be reviewed and the proposed coordination of approval will be reviewed with the Client. Based on Client input, conditions of approval will be negotiated with City staff.

Assumptions:

- The City will agree that temporary project impacts are adequately mitigated by construction methods and restoring impacted areas to their existing condition.
- The critical areas application will require one round of Client review and one round of revision.
- The Client will pay the required permit fees.

Deliverables:

- Preparation of a draft critical areas application consisting of a narrative and summary of impacts/mitigation of critical areas for Client review (1 electronic copy each)
- Preparation of a final critical areas report based on Client comments

Task 4 Streambank Design

This task will be performed by Otak, and for scoping purposes it is assumed that this package consists of the following:

Task 4.1 Preliminary Plans

The Preliminary Plans will be developed to approximately a 60 percent level and will show information related to bioengineered and/or engineered bank solutions. These plans will provide enough information to allow submittal of environmental permit applications. The scope of work for this task includes:

- Develop preliminary plans for bank stabilization.
- Develop preliminary temporary water management and erosion control plan.
- Develop preliminary cost estimate for improvements.
- Provide data, graphics, and information required for state and federal permit applications.
- Meet with City Staff to review proposed bank stabilization plan.
- Submit Preliminary Plans to City for review.

Plan Sheets will include:

Sheet Name	No. of Sheets
Cover Sheet	1
Legend / Notes	1
Temporary Water Management and Erosion Control Plans / Details	2
Bank Stabilization Plan	1
Bank Stabilization Sections and Details	1
Planting Plan	1
Total Sheets	7

Deliverables:

- Preliminary Plans on 11"x17" paper (paper copy and PDF)
- Figures, narrative and data required for permitting effort. (B&W, 8.5x11 PDF)

Task 4.2 90% Plans

- Refine design based on review comments from City
- Add details and construction notes to plan sheets
- Refine and add detail to the bank stabilization plan and details
- Refine and add detail to the temporary water management and erosion control plans and details
- Develop project special provisions for construction
- Develop construction cost estimate for repair work
- Submit 90% Plans, special provisions, and cost estimate to City for review
- Attend 90% PS&E review meeting

Deliverables:

- 90% Plans on 11"x17" paper (paper copy and PDF)
- 90% Project Special Provisions (Word document and paper copy)
- 90% Construction Cost Estimate (Excel file and paper copy)

Task 4.3 Final Bid PS&E

- Revise Plans to reflect City review comments
- Update specifications and cost estimate to reflect plan revisions
- Submit Final Bid Plans, Specifications and Estimate for bidding
- Bid process to be managed by City

Deliverables:

- Final Plans on 11"x17" paper, stamped and signed (original on paper)
- Final Project Special Provisions (Word document and paper copy)
- Final Construction Cost Estimate (Excel file and paper copy)

39th and M Streambank Repair

Fee Estimate

Summary of Otak, Inc. and all subconsultants

Otak Project # 18046

Task	Description	Otak	ES&A					Total Hours	Total Budget by Task
1.0	Project Management and Coordination	8						8	\$1,008
2.0	Survey	24						24	\$1,872
3.0	Environmental Services								
3.1	HPA		68					68	\$7,920
3.2	Critical Area Permit		20					20	\$7,584
4.0	Streambank Design								\$1,440
4.1	Preliminary Plans	30						30	
4.2	90 Percent Plans	58						58	
4.3	Final P,S&E	14						14	
	Total Hours	134	88					222	
	Total Labor Cost	\$12,448	\$10,208						\$22,656
	Direct Expenses	\$50							\$50
	Subconsultant Administration	\$510							\$510
	Project Total	\$13,008	\$10,208						\$23,216







AGENDA BILL

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

Bill No. 50-16

SUBJECT:
 Emergency Utility Assistance Program
 Approval

FOR AGENDA OF: July 11, 2016

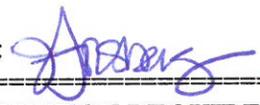
DEPT. OF ORIGIN: Finance

REVIEWED AT: N/A

EXHIBITS:
 Finance Committee Approval Form

TO BE RETURNED TO COUNCIL: No

APPROVED BY DEPT. HEAD:



EXPENDITURE REQUIRED: \$689.40	BUDGETED: Yes	APPROPRIATION REQUIRED: N/A
REMAINING COMMITTED FUND BALANCE \$1,291.49		DONATIONS IN 2016 \$54.00
REMAINING UNCOMMITTED FUND BALANCE \$10,000		DONATIONS SINCE PROGRAM BEGAN \$670.00

SUMMARY STATEMENT

On August 12, 2013, the Council adopted Resolution 1072 establishing an emergency utility assistance program to provide assistance to low income customers in order to prevent water shut off. Budget Ordinance 1732 authorized establishment of the fund. Resolution 1119 amended the program to add an annual transfer of 5% of late fee revenue to support the program. The program anticipates future funding through community donations. The Finance Committee reviews the applications that meet the requirements and approves each individual request.

RECOMMENDED ACTION

1. To authorize the transfer of funds from the utility assistance program fund to the customer(s) utility account as approved by the Finance Committee.