

**CITY OF WASHOUGAL  
CITY COUNCIL AGENDA  
Monday, August 8, 2016  
7:00 P.M.**

- I. **INVOCATION** – Mike Hansen Parishioner of St. Thomas Aquinas
- II. **CALL TO ORDER**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **ROLL CALL**
- V. **AMENDMENTS TO THE AGENDA**
- VI. **PRESENTATION: Recognition of Rod Morris, Volunteer Firefighter**
- VII. **PUBLIC COMMENTS**

**VIII. 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 July 11, 2016
- B. Council Minutes of July 11, 2016
- C. Workshop Minutes of July 27, 2016
- D. Council Minutes of July 27, 2016
- E. Accounts Payable 70180-70242, Totaling \$383,965.40
- F. Payroll Claims Checks 9866-9879 & V18482-18565, Totaling \$476,547.21
- G. Agenda Bill #54-16 - Set Public Hearing: Utility Surplus Items
- H. Agenda Bill #55-16 - Set Public Hearing: CA #16070004 & ENV #16070005 (Marijuana – Sunset Provisions)
- I. Agenda Bill #56-16 - Set Public Hearing: CA #16070006 & ENV #16070007 (SFR Impact Fee Deferral)
- J. Agenda Bill #57-16 – Authorize the Mayor to Sign: Evergreen Way Roadway Improvements Bus Maintenance Facility Relocation Construction Contract with Halme Excavating, Inc.
- K. Agenda Bill #58-16 - Authorize the Mayor to Sign: Legal Services Agreement with Kenneth Woodrich, PC for City Attorney Services, confirming the appointment of Kenneth Woodrich as City Attorney
- L. Agenda Bill #59-16 - Authorize the Mayor to Sign: Legal Services Agreement with English and Marshall, PLLC for City Prosecutor and Assistant City Attorney Services, confirming the appointment of Scott Russon as City Prosecutor and Assistant City Attorney

**IX. NEW BUSINESS**

- A. Agenda Bill #60-16 - Ordinance: Cemetery Code Revisions
- B. Agenda Bill #61-16 – Public Hearing and Ordinance: Assumption of the Washougal Transportation Benefit District No. 1

**X. PUBLIC COMMENTS**

**XI. MAYOR’S REPORT**

**XII. COUNCILMEMBER COMMENTS**

**XIII. ADJOURNMENT**

Upcoming Meetings – Please check the city website at <a href="http://www.cityofwashougal.us">http://www.cityofwashougal.us</a> for up to date meeting information, agendas & full packets.		
Monday, August 22, 2016 – Workshop @ 5:00 pm	Monday, September 12, 2016 – Workshop @ 5:00 pm	Monday, September 26, 2016 – Workshop @ 5:00 pm
Monday, August 22, 2016 – Council @ 7:00 pm	Monday, September 12, 2016 – Council @ 7:00 pm	Monday, September 26, 2016 – Council @ 7:00 pm



**CITY OF WASHOUGAL  
WORKSHOP MINUTES**

[\(View Video\)](#)

**July 11, 2016**

**5:00 p.m.**

**CALL TO ORDER:** **Mayor Sean Guard** called the meeting to order at 5:01 p.m.

**ROLL CALL:** **Council members:** Michelle Wagner, Paul Greenlee, Joyce Lindsay, Jennifer McDaniel, Dave Shoemaker, and Dan Coursey  
Absent: Brent Boger

**Planning Commission members:** James Reinhart, Larry White, Henry Gerhard, Larry Wagoner, Jason Dodge, and Jeff Olson  
Absent: Mike Lamb and Meridee Pabst

**STAFF:** David Scott, City Administrator  
Trevor Evers, Public Works Director  
Jennifer Forsberg, City Clerk/Finance Director  
Mitch Kneipp, Community Development Director  
Rob Charles, City Engineer  
Alexander Van Dinter, Management Analyst Intern

**PRESS:** Dawn Feldhaus, Post Record

**AUDIENCE:** **List represents those who spoke or signed in.**  
Robert Innes                      Jeff Harper                      Harvey Olson  
David Finn                          Kim Wells                        Liz Stiles  
Nick Bowling                      Dave White

**PUBLIC COMMENT:** **David Finn** spoke in favor of the study with concerns regarding traffic.

**Robert Innes** commented on the UGA Land Use Study.

**Jeff Harper** shared his concerns with the UGA Land Study.

**NEW BUSINESS:** [Joint City Council and Planning Commission Workshop - UGA Land Use Study Preferred Alternative and NW UGA Moratorium Extension](#) – Mitch Kneipp, BergerABAM, E2 Land Use Planning, and Paul Lewis gave the presentation and answered questions.

**Council and Commission** discussion ensued.

[Pavement Management Report – Joel Conder](#) gave a presentation on the condition on city streets and roads.

**Council** discussed costs and revenues sources for road improvements.

**PUBLIC  
COMMENTS:**

**Nick Bowling** comments on the land use study expressing his concerns on open space and residential land.

**Kim Wells** voiced her concerns with the land use study.

**Liz Stiles** raised concerns regarding potential archeological findings in the areas.

**Dave White** inquired about parks and open spaces.

**MAYOR  
COMMENTS:**

**None**

**COUNCIL  
COMMENTS:**

**None**

**ADJOURNMENT:**

**Meeting ended at 6:36 p.m.**

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Mayor

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City Clerk



**CITY OF WASHOUGAL  
CITY COUNCIL REGULAR MEETING**

[\(View Video\)](#)

**July 11, 2016**

**7:00 pm**

**INVOCATION:** **Dan Durringer**, Parishioner of St. Thomas Aquinas, 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.

**Absent:** Brent Boger

Unanimous consent to excuse Councilmember Boger. Greenlee No objections.

**STAFF:** David Scott, City Administrator  
Don English, City Attorney  
Trevor Evers, Public Works Director  
Mitch Kneipp, Community Development Director  
Jennifer Forsberg, City Clerk/Finance Director

**PRESS:** Dawn Feldhaus, Post Record

**AUDIENCE:** **List below represents those who spoke and/or signed in.**  
Harvey Olson                      Jeff Harper                      Jeff Guard  
Bruse Chilcote

**AMENDMENTS TO THE AGENDA:** **Mayor Guard** moved Item F from the consent agenda to new business.

**PUBLIC COMMENT(S):** **Jeff Harper** voiced his concern with the NW Land Use Concept Plan.

**Jeff Guard** commented on the impact of fireworks in his neighborhood.

**Bruce Chilcote** commented on the fireworks in the same neighborhood.

**CONSENT AGENDA:** The Council was presented with the following:

- 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 *moved to New Business*

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

**NEW BUSINESS:**  
**Agenda Bill #49-16**

**Professional Services Agreement with OTAK for Campen Creek Emergency Culvert Repair Project – Trevor Evers** presented the staff report and the recommended action.

**Motion: To Authorize the Mayor to sign the Professional Services Agreement with Otak. Greenlee/Lindsay. Motion passed.**

**Agenda Bill #50-16**

**Emergency Utility Assistance Program - Jennifer Forsberg** presented the staff report and the recommended action.

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

**Motion passed. Councilmembers Shoemaker & Coursey voted No.**

**PUBLIC COMMENT: None**

**MAYOR'S REPORT:** **Mayor Guard** reflected on the July 4<sup>th</sup> Celebration and NW Adhesive Groundbreaking; and noted the upcoming Motocross Nationals.

**COUNCIL  
COMMENTS:**

**Councilmember Lindsay** commented on the fireworks display.

**ADJOURNMENT: Motion: To adjourn at 7:17 pm**

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**Mayor – Sean Guard**

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**City Clerk**

DRAFT



**CITY OF WASHOUGAL  
WORKSHOP MINUTES**

**(View Video)**  
**July 25, 2016**  
**5:00 p.m.**

- CALL TO ORDER:** Mayor Sean Guard called the meeting to order at 5:00 p.m.
- ROLL CALL:** **Present:** Michelle Wagner, Joyce Lindsay, Jennifer McDaniel, Dave Shoemaker, Dan Coursey, and Paul Greenlee  
**Absent:** Brent Boger
- STAFF:** Trevor Evers, Public Works Director  
Mitch Kneipp, Community Development Director  
Theo Gomez, IT Manager  
Rose Jewell, Assistant to the Mayor and City Administrator
- PRESS:** Dawn Feldhaus, Post Record
- AUDIENCE:** **List represents those who spoke or signed in.**  
Katie Pomeroy
- PUBLIC COMMENT:** None
- NEW BUSINESS:** **Social Media Update – Theo Gomez** presented the analytics regarding social media and explained the statistics collected through the website.
- Cemetery Code Changes – Trevor Evers and Jennifer Forsberg** reviewed the proposed cemetery code changes and the associated fund management. An ordinance will be on the council agenda in two weeks.
- Resolution of Intention to Assume Washougal Transportation Benefit District (TBD) No. 1 – Trevor Evers** reviewed the history of the formation of the TBD and explained how the Council can assume the role. He reviewed the resolution to set the public hearing for August 8<sup>th</sup> on the Council consent agenda.
- PUBLIC COMMENTS:** None
- MAYOR COMMENTS:** None
- COUNCIL COMMENTS:** None

**ADJOURNMENT: Meeting ended at 5:27 p.m.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

DRAFT



**CITY OF WASHOUGAL  
CITY COUNCIL REGULAR MEETING**

[\(View Video\)](#)

**July 25, 2016**

**7:00 pm**

**INVOCATION:** **Merrill Caviness**, Pastor of the Seventh Day Adventist Church 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:** Brent Boger, Michelle Wagner, Paul Greenlee, Joyce Lindsay, Jennifer McDaniel, Dave Shoemaker, and Dan Coursey.

**STAFF:**  
Trevor Evers, Public Works Director  
Don English, City Attorney  
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.**  
Brian Dawson                      Harvey Olson                      Larry Landgraver  
Carol Bowling                      Kent MacDonald                      James Lowers  
Mary Brewer                      Jennifer Rose                      Jennifer MacDonald  
Frank Gaast                      Jeff Harper                      Scott Tyler

**AMENDMENTS TO THE AGENDA:** **None**

**PUBLIC COMMENT(S):** **David Finn** commented on the proposed subdivision and trails in the UGA. He drew attention to a preferred alternative transportation plan which was included to the packet.

**Harvey Olson** submitted a letter regarding roundabout improvements on SR-14.

**Kent McDonald** commented on the traffic situation in Washougal.

**CONSENT AGENDA:** The Council was presented with the following:

- A. Accounts Payable Checks 70019-70179, Totaling \$1,327,628.40
- B. Payroll Checks 9856-9865 & V18421-V18481, Totaling \$226,645.36

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

**NEW BUSINESS:  
Agenda Bill #51-16**

**Resolution Supporting of Washougal Police Department  
Mayor Guard** read the resolution in its entirety.

**Motion: To pass and post the resolution in the usual manner.  
Shoemaker/Lindsay Motion passed.**

**Agenda Bill #52-16**

**Public Hearing/Ordinances regarding the UGA Land Use Study  
Preferred Alternative and NW UGA Moratorium Extension –  
Mitch Kneipp** presented the staff report and the recommended action.

**Scott Tyler**, BergerABAM, gave an update on the project. He highlighted the concepts in the plan.

**Nicole McDermott**, BergerABAM, explained the changes to the maps since last review.

**Mitch Kneipp** provided information on the comments received, a transportation analysis, fire station needs, planning commission's recommendation and proposed amendments, and the next steps. He reviewed the current moratoriums and the proposed extension in the emergency ordinance. He then read the recommended action

**Mayor Guard** opened the hearing to take public testimony.

**David Finn** continued his comments regarding the proposed land use policy asking Council to consider his suggestions.

**Jeff Harper** noted that he was on the PAC Committee which worked on the plan. He encouraged low density and single family homes and asked Council to support finishing the planning process.

**Brian Dawson** spoke in support of Mr. Finn's comments regarding the road plan. He emphasized the importance of beveling between the zones.

**Kent McDonald** commented on the future transportation improvements, traffic management and street standards in the area.

Carol Bowling referenced her comment letter and the zoning of her property.

Kevin Wells voiced his concerns with the plan.

Alona Jacobson-Mueller asked Council to consider the beauty of the area.

Mary Brewer commented on the beauty of the area.

**Mayor Guard** hearing no further testimony closed the public hearing.

**Unanimous consent to ask the city attorney to read the preferred alternative ordinance by title only. Greenlee**

**Don English** read the ordinance by title only.

**Motion: To pass, post, and publish the ordinance in the usual manner. Greenlee/Wagner**

**Discussion:** Planning, density, zoning, transportation analysis, development standards, trails, views, timeline, public outreach, economic development in the downtown, development agreement provision, road diet, relief from county/state/ federal regulations; regaining local control, park lands, continuation of the technical advisory committee, and powerline easement areas.

**Motion passed.**

**Unanimous consent for the city attorney to read the ordinance declaring an emergency and extending a six-month development moratorium within the NW UGA annexation.**

**Don English** read the ordinance by title only.

**Motion: To pass, post, and publish the ordinance in the usual manner. Greenlee/Wagner**

**Motion passed.**

Agenda Bill #53-16

Resolution on the Intention to Assume Washougal Transportation Benefit District No. 1 and Setting a Public Hearing – Trevor Evers presented the staff report and the recommended action, setting the public hearing for August 8<sup>th</sup>.

**Unanimous consent to read the resolution by title only. Greenlee**

**Don English** read the resolution by title only.

**Motion: To pass and post the resolution in the usual manner.  
Greenlee/Boger**

**Motion passed.**

**PUBLIC COMMENT: None**

**MAYOR'S REPORT:** **Mayor Guard** thanked Council for attending the Police Appreciation (expected to become an annual event) and reflected on the Motocross Nationals, which had a record breaking crowd. He announced State Auditor's Exit Interview on Tuesday at 10 am – press was invited. On Saturday, the WHS Class of 1976 Alumni will be raising funds for Refuel Friday with possible matching funds. He will be out of the office the remainder of the week.

**COUNCIL  
COMMENTS:**

**Councilmember Boger** acknowledged his role as Mayor ProTem during the upcoming week.

**Councilmember Wagner** next Park Board meeting is on August 3<sup>rd</sup> in at Elizabeth Park at 3:30. She clarified her thoughts regarding the NW Land Study.

**Councilmember Greenlee** commented on the Motocross and his involvement with ReFuel Friday. He spoke on his recent UNITE training and noted the next RTC meeting on August 2<sup>nd</sup>.

**Councilmember Lindsay** reflected on the Police Appreciation at the park; adding that there would be no Ad-Hoc Committee this week.

**Councilmember McDaniel** shared her experience at the Police Appreciation and inquired about feedback on the community center kitchen improvements.

**Councilmember Shoemaker** congratulated Mitch Kneipp for his work on the land use plan and also the city staff for the clean audit.

**ADJOURNMENT:**    **Motion:**    **To adjourn at 8:46 pm.**    **Lindsay**

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**Mayor – Sean Guard**

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**City Clerk**

**DRAFT**





SUNGARD HTE  
 DATE: 07/28/2016  
 TIME: 16:53:05

CITY OF WASHOUGAL  
 CHECK REGISTER

PAGE NUMBER: 3  
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 ACCOUNTING PERIOD: 7/16

FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT	
TOTAL CHECK							
70209	1111	07/28/16	LARCH CORRECTIONS CENTER	5041	OFFENDER GRATUITY	553.79	
70210	1111	07/28/16	LISA PLOUS	3863000	COMM RM REFUND	319.68	
70211	1111	07/28/16	LISA WALSH	3430000	001145-00 RFD OVRPMT	125.00	
70212	1111	07/28/16	MODERN NW INC	3430000	001355-00 RFD OVRPMT	121.62	
70213	1111	07/28/16	MURRAY SMITH ASSOC	5041	WOODBURN HILL TRANSMISSIO	193.30	
70214	1111	07/28/16	NORTHWEST NATURAL GAS CO	5047	SERVICE 6/20-7/20	988.36	
70214	1111	07/28/16	NORTHWEST NATURAL GAS CO	5047	SERVICE 6/20-7/20	13.12	
70214	1111	07/28/16	NORTHWEST NATURAL GAS CO	5047	SERVICE 6/20-7/20	248.34	
70214	1111	07/28/16	NORTHWEST NATURAL GAS CO	5047	SERVICE 6/20-7/20	.05	
70214	1111	07/28/16	NORTHWEST NATURAL GAS CO	5047	SERVICE 6/20-7/20	6.72	
70214	1111	07/28/16	NORTHWEST NATURAL GAS CO	5047	SERVICE 06/20-07/21	17.80	
70214	1111	07/28/16	NORTHWEST NATURAL GAS CO	5047	SERVICE 06/20-07/21	19.56	
70214	1111	07/28/16	NORTHWEST NATURAL GAS CO	5047	SERVICE 06/20-07/21	108.75	
70214	1111	07/28/16	NORTHWEST NATURAL GAS CO	5047	SERVICE 06/20-07/21	36.00	
70214	1111	07/28/16	NORTHWEST NATURAL GAS CO	5047	SERVICE 06/20-07/21	450.34	
TOTAL CHECK							
70215	1111	07/28/16	NORTHWEST STAFFING RESOUR	5041	WK END 7/17 D.TIERNEY	680.00	
70215	1111	07/28/16	NORTHWEST STAFFING RESOUR	5041	WK END 7/17 M.WILLIAM	680.00	
70215	1111	07/28/16	NORTHWEST STAFFING RESOUR	5041	WK END 07/24 D.TIERNE	629.33	
70215	1111	07/28/16	NORTHWEST STAFFING RESOUR	5041	WK END 07/24 M.WILLIA	679.67	
70216	TOTAL CHECK						2,669.00
VOID: MULTI STUB CHECK							
70217	1111	07/28/16	OFFICE DEPOT	5036	BINDER, EXERCISE BALL	70.22	
70217	1111	07/28/16	OFFICE DEPOT	5036	COPY PAPER	81.28	
70217	1111	07/28/16	OFFICE DEPOT	5031	DIXIE HOT CUPS	15.15	
70217	1111	07/28/16	OFFICE DEPOT	5036	DUSTER	47.78	
70217	1111	07/28/16	OFFICE DEPOT	5036	ENVELOPES	17.39	
70217	1111	07/28/16	OFFICE DEPOT	5036	GREEN PAPER	10.49	
70217	1111	07/28/16	OFFICE DEPOT	5036	KLEENEX	80.42	
70217	1111	07/28/16	OFFICE DEPOT	5036	LABELS	83.99	
70217	1111	07/28/16	OFFICE DEPOT	5036	POST ITS	41.17	
70217	1111	07/28/16	OFFICE DEPOT	5031	RUBBER BANDS, CARD ST	9.35	
70217	1111	07/28/16	OFFICE DEPOT	5031	RUBBER BANDS, CARD ST	9.35	
70217	1111	07/28/16	OFFICE DEPOT	5036	RUBBER BANDS, CARD ST	5.61	
70217	1111	07/28/16	OFFICE DEPOT	5036	RUBBER BANDS, CARD ST	5.61	
70217	1111	07/28/16	OFFICE DEPOT	5036	RUBBER BANDS, CARD ST	7.48	
70217	1111	07/28/16	OFFICE DEPOT	5036	RUBBER BANDS, CARD ST	24.93	
70217	1111	07/28/16	OFFICE DEPOT	5036	STAPLES	17.20	
70217	1111	07/28/16	OFFICE DEPOT	5036	TONER	269.39	
70217	1111	07/28/16	OFFICE DEPOT	5036	TONER, PAPER, PENS	71.63	
70217	1111	07/28/16	OFFICE DEPOT	5031	TONER, PAPER, PENS	71.64	
70217	1111	07/28/16	OFFICE DEPOT	5031	TONER, PAPER, PENS	107.45	
70217	1111	07/28/16	OFFICE DEPOT	5036	TONER, PAPER, PENS	32.24	
70217	1111	07/28/16	OFFICE DEPOT	5036	TONER, PAPER, PENS	32.24	
70217	1111	07/28/16	OFFICE DEPOT	5036	TONER, PAPER, PENS	42.98	
70217	1111	07/28/16	OFFICE DEPOT	5036	WIRE TRAY	121.92	
70217	1111	07/28/16	OFFICE DEPOT	5036	3 DRAWER	27.32	
70217	1111	07/28/16	OFFICE DEPOT	5036	3 DRAWER	27.32	

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 DATE: 07/28/2016  
 TIME: 16:53:05

CITY OF WASHOUGAL  
 CHECK REGISTER

PAGE NUMBER: 4  
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 ACCOUNTING PERIOD: 7/16

FUND - 801 - DISBURSEMENT CLEARING ACC

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70217	1111	07/28/16	OFFICE DEPOT	5036	3 DRAWER	60.70
70217	1111	07/28/16	OFFICE DEPOT	5031	3 DRAWER	91.05
70217	1111	07/28/16	OFFICE DEPOT	5036	FILE DRAWER	43.90
70217	1111	07/28/16	OFFICE DEPOT	5036	FILE DRAWER	43.90
70217	1111	07/28/16	OFFICE DEPOT	5036	FILE DRAWER	58.53
70217	1111	07/28/16	OFFICE DEPOT	5031	FILE DRAWER	97.56
70217	1111	07/28/16	OFFICE DEPOT	5036	FILE DRAWER	97.56
70217	1111	07/28/16	OFFICE DEPOT	5036	FILE DRAWER	146.34
70217	1111	07/28/16	OFFICE DEPOT	5036	POST-IT	7.61
70217	1111	07/28/16	OFFICE DEPOT	5036	POST-IT	7.61
70217	1111	07/28/16	OFFICE DEPOT	5036	POST-IT	10.14
70217	1111	07/28/16	OFFICE DEPOT	5031	POST-IT	16.91
70217	1111	07/28/16	OFFICE DEPOT	5036	POST-IT	16.91
70217	1111	07/28/16	OFFICE DEPOT	5036	POST-IT	25.35
70217	1111	07/28/16	OFFICE DEPOT	5036	TISSUE	.69
70217	1111	07/28/16	OFFICE DEPOT	5036	TISSUE	.69
70217	1111	07/28/16	OFFICE DEPOT	5036	TISSUE	.92
70217	1111	07/28/16	OFFICE DEPOT	5036	TISSUE	1.52
70217	1111	07/28/16	OFFICE DEPOT	5031	TISSUE	1.53
70217	1111	07/28/16	OFFICE DEPOT	5031	TISSUE	2.29
			TOTAL CHECK			2,160.38
70218	1111	07/28/16	PIXIS LABORATORIES, LLC	5041	EPA 624S	250.00
70219	1111	07/28/16	POLOS ELECTRONICS INC	5041	PROJECT SERVICE	92.14
70220	1111	07/28/16	PREMIER RUBBER & SUPPLY	5048	HOSE WATER, CLAMP	176.21
70221	1111	07/28/16	QUALITY COUNTS	5041	LANE SPEED & VOLUME	1,140.00
70222	1111	07/28/16	ROB CHARLES	5022	REIMB JULY 16 GYM DUE	20.00
70223	1111	07/28/16	SAFEWAY INC.	5026	COOKIES FOR STAFF MTG	18.99
70223	1111	07/28/16	SAFEWAY INC.	5026	ICE FOR STAFF MTG	33.54
			TOTAL CHECK			52.53
70224	1111	07/28/16	SAUTER SPRAY EQUIPMENT CO	5048	WORM SCREW, GASKETS,	338.15
70225	1111	07/28/16	SIERRA SPRINGS	5036	WATER SERVICE	71.36
70225	1111	07/28/16	SIERRA SPRINGS	5036	WATER SERVICE	93.86
			TOTAL CHECK			165.22
70226	1111	07/28/16	SKAMANIA CO SHERIFF'S OFF	5051	JUN 16 INMATE COSTS	110.00
70227	1111	07/28/16	STATE AUDITOR'S OFFICE	5051	AUDIT	12,964.01
70228	1111	07/28/16	TEMPEST TECHNOLOGIES LLC	5041	EXTENDED WARRANTY	806.92
70228	1111	07/28/16	TEMPEST TECHNOLOGIES LLC	5041	HARDWARE & MATERIALS	5,257.05
70228	1111	07/28/16	TEMPEST TECHNOLOGIES LLC	5041	INTEGRATION SERVICES; DESI	4,824.35
70228	1111	07/28/16	TEMPEST TECHNOLOGIES LLC	5041	EXTENDED WARRANTY	30.93
70228	1111	07/28/16	TEMPEST TECHNOLOGIES LLC	5041	HARDWARE & MATERIALS	201.50
70228	1111	07/28/16	TEMPEST TECHNOLOGIES LLC	5041	INTEGRATION SERVICES; DESI	184.91
			TOTAL CHECK			11,305.66

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 DATE: 07/28/2016  
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CITY OF WASHOUGAL  
 CHECK REGISTER

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FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
70229	1111	07/28/16	THEO GOMEZ	5449	CERT EXAM 220-901	199.00
70229	1111	07/28/16	THEO GOMEZ	5449	CERT EXAM 220-902	199.00
70229	1111	07/28/16	THEO GOMEZ	5449	EXAM N10-006	285.00
70229	1111	07/28/16	THEO GOMEZ	5449	EXAM SY0-401	311.00
		TOTAL CHECK				994.00
70230	1111	07/28/16	ULTRABLOCK INC	5063	ULTRABLOCK INC	1,197.83
70231	1111	07/28/16	UNITED PARCEL SERVICE	5041	SHIPPING	23.04
70231	1111	07/28/16	UNITED PARCEL SERVICE	5041	SHIPPING	34.58
		TOTAL CHECK				57.62
70232	1111	07/28/16	US BANK OFFICE EQUIPMENT	5149	C554E COPIER	160.00
70233	1111	07/28/16	VERIZON WIRELESS	5042	SERVICES 06/09-07/08	480.21
70234		208	WALLIS ENGINEERING		VOID: MULTI STUB CHECK	
70235	1111	07/28/16	WALLIS ENGINEERING	5041	ENGINEERING SVCS - GENERA	3,094.60
70235	1111	07/28/16	WALLIS ENGINEERING	5041	RES 6 PHASE 2-B	7,755.06
70235	1111	07/28/16	WALLIS ENGINEERING	5041	REMAINING BALANCE ON LAG	4,234.52
70235	1111	07/28/16	WALLIS ENGINEERING	5041	34TH STREET SIDEWALKS J -	49,871.81
70235	1111	07/28/16	WALLIS ENGINEERING	5041	JEMTEGAARD SCHL RPLCM	72.00
70235	1111	07/28/16	WALLIS ENGINEERING	5041	JEMTEGAARD SCHL RPLCM	72.00
70235	1111	07/28/16	WALLIS ENGINEERING	5041	JEMTEGAARD SCHL RPLCM	72.00
70235	1111	07/28/16	WALLIS ENGINEERING	5041	JEMTEGAARD SCHL RPLCM	72.00
70235	1111	07/28/16	WALLIS ENGINEERING	5041	JEMTEGAARD SCHL RPLCM	72.00
70235	1111	07/28/16	WALLIS ENGINEERING	5041	LOOKOUT RIDGE PH 6	1,168.80
70235	1111	07/28/16	WALLIS ENGINEERING	5041	LOOKOUT RIDGE PH 6	1,168.80
70235	1111	07/28/16	WALLIS ENGINEERING	5041	LOOKOUT RIDGE PH 6	1,168.80
70235	1111	07/28/16	WALLIS ENGINEERING	5041	LOOKOUT RIDGE PH 6	1,168.80
70235	1111	07/28/16	WALLIS ENGINEERING	5041	WSD BUS FACILITY RELO	112.00
70235	1111	07/28/16	WALLIS ENGINEERING	5041	WSD BUS FACILITY RELO	112.00
70235	1111	07/28/16	WALLIS ENGINEERING	5041	WSD BUS FACILITY RELO	112.00
70235	1111	07/28/16	WALLIS ENGINEERING	5041	WSD BUS FACILITY RELO	112.00
70235	1111	07/28/16	WALLIS ENGINEERING	5041	WSD BUS FACILITY RELO	112.00
70235	1111	07/28/16	WALLIS ENGINEERING	5041	BEATTY SHORT PLAT	31.20
70235	1111	07/28/16	WALLIS ENGINEERING	5041	BEATTY SHORT PLAT	31.20
70235	1111	07/28/16	WALLIS ENGINEERING	5041	BEATTY SHORT PLAT	31.20
70235	1111	07/28/16	WALLIS ENGINEERING	5041	BEATTY SHORT PLAT	31.20
70235	1111	07/28/16	WALLIS ENGINEERING	5041	BEATTY SHORT PLAT	31.20
		TOTAL CHECK				71,875.99
70236	1111	07/28/16	WASHINGTON DEPT OF FISH &	5048	JARPA HPA PERMIT AP	150.00
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	5 TINE FORK HANDLE	46.60
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	ACETONE, HARDWARE	17.32
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	ANGLE BROOM, DUST PN	30.31
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	BROWN ENAMEL	4.98
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	CLOTH/SCREEN	8.20
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	COLOR BISQUE	8.66
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	CONCRETE MIX	27.05
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	CONDUIT	5.29
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	COUPLING	23.15
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	CUT KEY, NUTS & BOLTS	24.06

SUNGARD HTE  
 DATE: 07/28/2016  
 TIME: 16:53:05

CITY OF WASHOUGAL  
 CHECK REGISTER

PAGE NUMBER: 6  
 VENCHK11  
 ACCOUNTING PERIOD: 7/16

FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	DOOR HOLDER	11.79
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	EDGER, PRUNER	81.27
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	FLEX COUPLING	5.84
70237	1111	07/28/16	WASHOUGAL HARDWARE	5049	GARDEN GLOVES	6.05
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	GLOSS POLY SPRAY	9.42
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	GLOVE FLOCK LINED LTX	8.23
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	GLOVE GRAIN	31.43
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	GLS CLR WD FINISH	17.33
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	GLS DGRY PAINT	13.95
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	HAND SOAP GOLD	33.78
70237	1111	07/28/16	WASHOUGAL HARDWARE	5048	HARDWARE	1.51
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	HVY DTY 75 FT	43.34
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	KEY FOBS	7.76
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	METRIC HEX KEY SET	36.82
70237	1111	07/28/16	WASHOUGAL HARDWARE	5049	NEW HOSES	36.81
70237	1111	07/28/16	WASHOUGAL HARDWARE	5048	NUTS & BOLTS	2.43
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	NUTS & BOLTS	8.82
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	NUTS & BOLTS	14.33
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	PAINT ROLLER COVER	8.21
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	PIPE PEX WHITE	23.61
70237	1111	07/28/16	WASHOUGAL HARDWARE	5048	PLAST CHAIN	17.32
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	POLY WALL BRUSH	32.96
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	PROPANE	21.67
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	PULSATING METAL SPRKL	16.63
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	PVC COUPLING	22.27
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	PVC COUPLING	.64
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	PVC MALE ADAPTER	2.80
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	SEALANT	11.69
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	SNIPS STRAIGHT PATTTER	32.26
70237	1111	07/28/16	WASHOUGAL HARDWARE	5049	SOAKER HOSE	60.66
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	STD BLK STL	20.59
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	STORAGE	9.95
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	STRIP 6 OUTLET	30.32
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	TAPE RUL, KEY FOBS	9.52
70237	1111	07/28/16	WASHOUGAL HARDWARE	5049	TAPE, PLUG	40.90
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	TRASH CAN 32 GAL	65.01
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	TRASHBAG	28.16
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	TUBING	51.31
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	UNION	9.42
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	UNION SLIP	25.99
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	VERSA-TRAY	20.64
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	WASHER RINGS	3.24
70237	1111	07/28/16	WASHOUGAL HARDWARE	5048	WASP & HORNET SPRAY	8.63
70237	1111	07/28/16	WASHOUGAL HARDWARE	5036	WHT GLS ENAMEL	14.93
			TOTAL CHECK			1,155.86
70238	1111	07/28/16	WESTLIE MOTORS, INC	5048	POLICE VEHICLE REPAIR	540.05
70239	1111	07/28/16	WILCOX & FLEGEL	5032	FUEL	1,008.38
70239	1111	07/28/16	WILCOX & FLEGEL	5032	FUEL	1,008.38
70239	1111	07/28/16	WILCOX & FLEGEL	5032	FUEL	1,008.40
70239	1111	07/28/16	WILCOX & FLEGEL	5032	FUEL	335.59
70239	1111	07/28/16	WILCOX & FLEGEL	5032	FUEL	431.46
70239	1111	07/28/16	WILCOX & FLEGEL	5032	FUEL	673.50
70239	1111	07/28/16	WILCOX & FLEGEL	5032	FUEL	39.52
70239	1111	07/28/16	WILCOX & FLEGEL	5032	FUEL	39.52

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 DATE: 07/28/2016  
 TIME: 16:53:05

CITY OF WASHOUGAL  
 CHECK REGISTER

PAGE NUMBER: 7  
 VENCHKJ1  
 ACCOUNTING PERIOD: 7/16

FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
70239	1111	07/28/16	WILCOX & FLEGEL	5032	FUEL	105.82
70239	1111	07/28/16	WILCOX & FLEGEL	5032	FUEL	143.85
			TOTAL CHECK			4,794.42
70240	1111	07/28/16	WIN-911 SOFTWARE	5041	ANNUAL RENEWAL	495.00
70241	1111	07/28/16	WINGFOOT COMMERCIAL TIRE	5048	TIRES	352.83
70242	1111	07/28/16	WIRE WORKS	5048	FORD CV UNIT	308.04
			TOTAL FUND			383,965.40
			TOTAL REPORT			383,965.40

# CITY OF WASHOUGAL

## PAYROLL VOUCHER APPROVAL

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

FINANCE \_\_\_\_\_

WE THE UNDERSIGNED COUNCIL MEMBERS OF WASHOUGAL, WASHINGTON DO HEREBY CERTIFY THAT THE CHECKS 9866-9879 VOUCHERS V18482-18565 ARE APPROVED FOR PAYMENT IN THE AMOUNT OF \$476,547.21 ON THIS 29th DAY OF JULY, 2016.

FINANCE COMMITTEE \_\_\_\_\_

FINANCE COMMITTEE \_\_\_\_\_

FINANCE COMMITTEE \_\_\_\_\_

**AGENDA BILL**  
**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**  
**Bill No. 54-16**

**SUBJECT:**  
Utility Surplus Items

**FOR AGENDA OF:** 08/8/16

**DEPT. OF ORIGIN:** Public Works

**REVIEWED AT:** Workshop on 8/8/16

**EXHIBITS:**  
Exhibit A – List of Surplus Assets

**TO BE RETURNED TO COUNCIL:** August 22, 2016

**APPROVED BY DEPT. HEAD:** 

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<b>EXPENDITURE REQUIRED:</b>	<b>BUDGETED:</b>	<b>APPROPRIATION REQUIRED:</b>
N/A	N/A	N/A

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**SUMMARY STATEMENT**

The City has several items that are no longer useful and need to be surplused. State law (RCW 35.94.040) requires that any assets that were purchased with enterprise funds be discussed during a public hearing before being disposed of. This agenda bill is to set the public hearing for Monday, August 22<sup>nd</sup>, 2016. See Exhibit A for the list of surplus assets.

**RECOMMENDED ACTION**

1. Set the public hearing for Monday, August 22<sup>nd</sup>, 2016

## Exhibit A

Surplus Assets
2-Drawer Cabinet with Oversized Table Top
2-Tier Wood Coffee Table
2-Tier Wood Desk
3-Drawer Black/White Vertical Plastic Cabinet
4-Drawer Vertical Metal Filing Cabinet
Animal Snares (2)
Apple Monitors (6)
Bike Rack
Black 4-shelf Metal Cabinet
Black Floor Lamp
Black Keyboard Tray
Black Leather Rolling Chair
Black Metal Desk (6 drawers, pencil drawer, and 2 writing trays)
Black Microwave
Blue Desk with Pencil Tray
Blue/White Plastic 3-Drawer Cabinet
Brown Card Folding Tables (3)
Brown Desk Fan
Brown Folding Rectangle Table
Brown Metal Two-Drawer File Cabinet
Brown Wall Lamp with Cream Shade
Bulletin Boards (Variety Sizes) (3)
Cubicle Maroon Back Panels (7)
Cubicle Mounting Hardware (20)
Dell Monitors (30)
Dewatering Trash Pump
Digital Power Inverter 5000 Watt (2)
Flump/Dredge & Trailer
GBC Industrial Laminator
GE White Refrigerator
Goals Poster and Frame
Gray Cabinet/White Top (1 drawer/2 doors)
Gray Metal 10-Drawer Cabinet
Gray Metal 5-Drawer Cabinet
Gray Metal Desk/Black Legs
Gray Office Tables (3)

## Exhibit A

Surplus Assets
Gray Upper Desk File Cabinet
Green Cushion/Metal Frame Chair
Green Cushion/Wood Frame Chair
Grundfos Water Pump (2)
Hiniker Gravel/Rock Spreader (1990 Fox Spreader)
HP Printer
Industrial Size BlackBoard with Tray
Keyboards (5)
Long Wood Table Top
Long Wood/Gray Desk Top with Keyboard Tray
Magnetic White Board
Maple Two-Drawer Entertainment Center
Metal/Maroon Fabric Cubicle Walls (22)
Metal/Blue Fabric Cubicle Walls (8)
Metal/Gray Fabric Cubicle Walls (17)
Orange Plastic/Medal Frame Stacking Chairs (47)
Plastic Green K-9 Kennel
Police Radio Parts and Equipment
Pull Down Projector Screen
Purple Cushion/Black Frame Chair
RCA TV
RCA VCR
Red Cushion/Wood Frame Chair
Round Office Table
Stand Up White Fans (2)
Table Top with Keyboard Tray
Thermal Coffee Air Pot
Vehicle Seats (4) & Back Cushions (4)
Veneer Entertainment Center
Vertical 5 Drawer File Cabinet
Vertical Gray 3-Shelf Cabinet
White/Black Folding Table
Wood 2-sink Vanity
Wood Desk (5-drawers/1-door)
Wood Desk (6-drawers and keyboard tray)

**AGENDA BILL**  
**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**  
**Bill No. 55-16**

**SUBJECT:**  
**Set Public Hearing**  
CA #16070004 & ENV #16070005  
(Marijuana – Sunset Provisions)

**FOR AGENDA OF:** August 8, 2016

**DEPT. OF ORIGIN:** Community Development

**REVIEWED AT:** August 8, 2016

**EXHIBITS:**  
A. Proposed code amendments  
removing marijuana sunset  
provisions

**TO BE RETURNED TO COUNCIL:** Yes

**APPROVED BY DEPT. HEAD:** 

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<b>EXPENDITURE REQUIRED:</b>	<b>BUDGETED:</b>	<b>APPROPRIATION REQUIRED:</b>
\$0	\$0	\$0

---

**SUMMARY STATEMENT**

On August 11, 2014 the City Council of Washougal passed Ordinance 1764, which prohibited:

- Medical marijuana collective gardens as defined by RCW 69.51A.085, and
- Recreational marijuana producers, processors and retailers as defined in RCW 69.50.101

These prohibitions contain a sunset clause that is set to expire on September 1, 2016. If this sunset clause is not removed or extended then the above noted marijuana uses could take place within Washougal.

The City Council’s direction on this matter has been to remove the sunset clause. The proposed code amendments remove the sunset clause thereby prohibiting these uses within the City of Washougal indefinitely.

**RECOMMENDED ACTION**

Set a public hearing for August 22, 2016 at 7:00pm for the code amendments related to Marijuana – Sunset Provisions through approval of the consent agenda.

**CA #16070004 / ENV #16070005**  
**(Marijuana Code Changes removing Sunset Provision)**

- 1  
2  
3  
4  
5 **1. Remove footnote from table eliminating the marijuana sunset provision from**  
6 **18.14 (Residential Districts); indefinitely prohibiting medical marijuana**  
7 **collective gardens and recreational marijuana producers, processors and**  
8 **retailers.**

Table 18.14-1 Use Table

USE	R1-15	R1-10	R1-7.5	R1-5	AR-16	AR-22
24. Medical marijuana collective gardens as defined in RCW 69.51A.085 <sup>47</sup>	X	X	X	X	X	X
25. Recreational marijuana producers, processors and retailers as defined in RCW 69.50.101 <sup>47</sup>	X	X	X	X	X	X

<sup>47</sup>This section shall be in effect until September 1, 2016.

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- 9  
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15  
16 **2. Remove footnote from table eliminating the marijuana sunset provision from**  
17 **18.32 (Commercial Districts); indefinitely prohibiting medical marijuana**  
18 **collective gardens and recreational marijuana producers, processors and**  
19 **retailers.**

Table 18.32-1 Use Table

USE	CV	CC	CH
<b>C. Services.</b>			
33. Medical marijuana collective gardens as defined in RCW 69.51A.085 <sup>4</sup>	X	X	X
34. Recreational marijuana producers, processors and retailers as defined in RCW 69.50.101 <sup>4</sup>	X	X	X

<sup>4</sup>This section shall be in effect until September 1, 2016.

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1  
2 **3. Remove footnote eliminating the marijuana sunset provision from 18.35.030**  
3 **(Town Center Districts); indefinitely prohibiting medical marijuana collective**  
4 **gardens and recreational marijuana producers, processors and retailers.**  
5

6 18.35.030 Use limitations.

7 All uses shall be allowed, unless specifically prohibited below.

8  
9 (1) Prohibited in all town center districts:

10  
11 (j) Medical marijuana collective gardens as defined in RCW 69.51A.085<sup>4</sup>

12  
13 (k) Recreational marijuana producers, processors and retailers as defined  
14 in RCW 69.50.101<sup>4</sup>

15  
16 <sup>4</sup>This section shall be in effect until September 1, 2016.  
17

---

18  
19  
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21  
22 **4. Remove footnote eliminating the marijuana sunset provision from 18.38**  
23 **(Woodburn Hill Subarea Development); indefinitely prohibiting medical**  
24 **marijuana collective gardens and recreational marijuana producers,**  
25 **processors and retailers.**  
26

27 18.38.040 Residential development.

28  
29 (6) Medical marijuana collective gardens as defined in RCW 69.51A.085 are  
30 prohibited<sup>9</sup>

31  
32 (7) Recreational marijuana producers, processors and retailers as defined in  
33 RCW 69.50.101 are prohibited<sup>9</sup>

34  
35 <sup>9</sup>This section shall be in effect until September 1, 2016.  
36

37  
38 18.38.050 Nonresidential/mixed use nodes.

39  
40 (7) Medical marijuana collective gardens as defined in RCW 69.51A.085 are  
41 prohibited<sup>4</sup>

42  
43 (8) Recreational marijuana producers, processors and retailers as defined in  
44 RCW 69.50.101 are prohibited<sup>4</sup>

45  
46 <sup>4</sup>This section shall be in effect until September 1, 2016.  
47

- 1  
2  
3 **5. Remove footnote eliminating the marijuana sunset provision from 18.40**  
4 **(Industrial Districts); indefinitely prohibiting medical marijuana collective**  
5 **gardens and recreational marijuana producers, processors and retailers.**  
6  
7

Table 18.40-1

Use	LI	HI
55. Medical marijuana collective gardens as defined in RCW 69.51A.085 <sup>7</sup>	X	X
56. Recreational marijuana producers, processors and retailers as defined in RCW 69.50.101 <sup>7</sup>	X	X

8  
9 <sup>7</sup>This section shall be in effect until September 1, 2016.  
10  
11

- 12  
13  
14  
15 **6. Remove footnote eliminating the marijuana sunset provision from 18.44**  
16 **(Institutional and Public District); indefinitely prohibiting medical marijuana**  
17 **collective gardens and recreational marijuana producers, processors and**  
18 **retailers.**  
19

20 18.44.035 Prohibited uses.

21 The following uses are prohibited:

- 22  
23 (1) Medical marijuana collective gardens as defined in RCW 69.51A.085<sup>4</sup>  
24  
25 (2) Recreational marijuana producers, processors and retailers as defined in  
26 RCW 69.50.101<sup>4</sup>  
27

28 <sup>4</sup>This section shall be in effect until September 1, 2016.  
29

**AGENDA BILL**  
**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**  
**Bill No. 56-16**

**SUBJECT:**  
**Set Public Hearing**  
CA #16070006 & ENV #16070007  
(SFR Impact Fee Deferral)

**FOR AGENDA OF:** August 8, 2016

**DEPT. OF ORIGIN:** Community Development

**REVIEWED AT:** August 8, 2016

**EXHIBITS:**  
A. Proposed amendments to WMC  
15.45 and the Impact Fee Deferral  
Program

**TO BE RETURNED TO COUNCIL:** Yes

**APPROVED BY DEPT. HEAD:** 

=====

<b>EXPENDITURE REQUIRED:</b>	<b>BUDGETED:</b>	<b>APPROPRIATION REQUIRED:</b>
<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

=====

**SUMMARY STATEMENT**

Last year the Washington State Legislature made changes to State Law (RCW 82.02.050) requiring municipalities to have an impact fee deferral program for all single-family residential construction. The City of Washougal had previously adopted an impact fee deferral program in 2010 but those provisions were only applicable to Park, Transportation, and Fire impact fees, not Schools. The 2010 program was considered a “trial program” for three years and during that time period no builder or developer ever utilized the program.

The proposed code amendments add language to Washougal Municipal Code (WMC) 15.45 making provisions for School impact fees to be deferred. In addition, amendments are proposed to the “Agreement to Defer and Guarantee Payment of Traffic, Park and Fire Impact Fees” also known as the “Impact Fee Deferral Program” adopted by Resolution #933 to allow for the deferment of impact fees in compliance with RCW 82.02.050.

**RECOMMENDED ACTION**

Set a public hearing for August 22, 2016 at 7:00pm for the code amendments related to SFR Impact Fee Deferral through approval of the consent agenda.

**CA #16070006 / ENV #16070007**  
**(SFR Impact Fee Deferral)**

- 1  
2  
3  
4  
5 **1. Add definition of “Impact Fee Deferral Program” to WMC 15.45.020 to**  
6 **make provisions for School Impact Fees to be deferred through the**  
7 **Impact Fee Deferral Program.**

8  
9 “Impact fee deferral program” shall mean the most current program/policy  
10 established by the city council to allow for required impact fees, associated  
11 with a permit, to be deferred or paid later at a time, as established under the  
12 program/policy, when the project is closer to completion.  
13

- 14  
15 **2. Add language to WMC 15.45.050(2) to make provisions for School**  
16 **Impact Fees to be deferred through the Impact Fee Deferral Program.**

17  
18 Impact fees shall be assessed at the time a sufficiently complete building  
19 application that complies with existing zoning ordinances and building  
20 codes is submitted for each unit in the development. Impact fees shall be  
21 collected from the feepayer at the time the building permit is issued, or at a  
22 time approved through the impact fee deferral program, for each unit in the  
23 development. In the case of manufactured homes and associated parks,  
24 impact fees shall be collected at the time of site plan approval. When a  
25 single manufactured or mobile home is being placed on a single lot, impact  
26 fees shall be collected at the time a building permit is issued. That  
27 temporary placement of a mobile home or manufactured home presently  
28 authorized under the Washougal Municipal Code shall not require payment  
29 of impact fees.  
30

- 31  
32 **3. Amend the existing “Agreement to Defer and Guarantee Payment of**  
33 **Traffic, Park and Fire Impact Fees (known as “Impact Fee Deferral**  
34 **Program”)” established by City of Washougal Resolution #933 to add**  
35 **provisions to allow School Impact Fees to be deferred and to comply**  
36 **with the requirements of RCW 82.02.050.**

37  
38  
39 **AGREEMENT TO DEFER AND GUARANTEE PAYMENT OF SCHOOL,**  
40 **PARK, TRANSPORTATION, TRAFFIC, PARK, AND FIRE IMPACT FEES**  
41 **(known as “Impact Fee Deferral Program”)**

42  
43 This Agreement is entered into by and between the City of Washougal  
44 (“City”) a Washington Municipal Corporation, and; \_\_\_\_\_

1 (the "~~Applicant~~~~Property Owner~~"), the legal owner of the following real property  
2 located within the City's corporate limits, Clark County, Washington (the  
3 "Property"):

4 Address: \_\_\_\_\_

5 Assessor's Tax Parcel #: \_\_\_\_\_

6 Legal Description: \_\_\_\_\_

7  
8  
9 **RECITALS**

10  
11 **WHEREAS**, pursuant to the authority and requirement of RCW 82.02.050  
12 to 82.02.100, as codified in Chapters 15.45, 15.62, 15.64 and 15.65 of the City of  
13 Washougal Municipal Code ("WMC"), the City currently imposes and collects the  
14 following impact fees for each single family residential dwelling unit, multi-family  
15 unit, cottage home, and accessory dwelling unit, Commercial and industrial uses  
16 constructed in the City are only required to pay Transportation and Fire Impact  
17 fees:

18	19	<u>School Impact Fee (SIF)</u>	\$ _____
20	20	<u>Park</u> <del>Transportation</del> <u>Impact Fee (PTIF)</u>	\$ _____
21	21	<u>Transportation</u> <del>Park</del> <u>Impact Fee (TPIF)</u>	\$ _____
22	22	<u>Fire Impact Fee (FIF)</u>	\$ _____

23  
24 **WHEREAS**, impact fees are due and payable when new development  
25 imposes increased demand on the City's school, park, transportation, park and fire  
26 systems, and are usually collected at the time building permits are issued; and  
27

28 WHEREAS, RCW 82.02.050 requires cities to have an impact fee deferral  
29 system that includes a process by which an applicant for a building permit for a single-  
30 family detached or attached residence may request a deferral of the full impact fee payment;  
31 and  
32

33 **WHEREAS**, WMC Title 15, Chapters, 15.45, 15.62, 15.64 and 15.65,  
34 governing the collection of impact fees within the City of Washougal, authorizes  
35 the director to defer payment of Impact Fees until closer to development's actual  
36 increased demand on public systems and facilities in compliances with the city's  
37 "Impact Deferral Agreement". Any deferral in the payment of applicable impact  
38 fees allowed by the director shall be in compliance with RCW 82.02.050 and  
39 secured by a financial guarantee in form acceptable to the Finance Director; and  
40

41 **WHEREAS**, the Property has been created, legally exists and has received  
42 City land use approval; and

1  
2 WHEREAS, for the purposes of this deferral program the "Applicant"  
3 includes an entity that controls the applicant, is controlled by the applicant, or is  
4 under common control with the applicant; and  
5

6 WHEREAS, the Applicant~~Property Owner~~ desires to obtain a building  
7 permit and to defer payment of the school, park, traffic, park ~~and fire~~ impact fees  
8 until final~~sheetrock~~ inspection for single-family residential uses ~~and~~ final  
9 occupancy inspection for commercial/industrial uses and, until that time, will  
10 secure payment of these impact fees with a lien on the Property in favor of the  
11 City.  
12

13 **Based on the foregoing Recitals, the parties agree as follows:**  
14

- 15 1. The Applicant ~~Property Owner~~ shall:  
16 a. Submit a deferred impact fee application and acknowledgment  
17 form for each single-family attached or detached residence for  
18 which the applicant wishes to defer payment of the impact fees.  
19 An applicant for deferral must request the deferral no later than  
20 the time of application for a building permit. Any request not so  
21 made shall be deemed waived;  
22  
23 b. Pay the applicable administrative fee.  
24  
25 c. Grant and record at the applicant's expense a deferred impact fee  
26 lien in a form approved by the city against the property in favor  
27 of the city in the amount of the deferred impact fee that:  
28 i. Includes the legal description, tax account number, and  
29 address of the property;  
30 ii. Requires payment of the impact fees to the city prior to  
31 final inspection or 18 months from the date of original  
32 building permit issuance, whichever occurs first;  
33 iii. Is signed by all owners of the property with all signatures  
34 acknowledged as required for a deed and recorded in  
35 Clark County;  
36 iv. Binds all successors in title after the recordation; and  
37 v. Is junior and subordinate to one mortgage for the purpose  
38 of construction upon the same real property granted by  
39 the person who applied for the deferral of impact fees.  
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41 d. The amount of impact fees deferred shall be determined by the  
42 fees in effect at the time the applicant applies for a deferral.

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- e. Prior to final inspection or 18 months from the date of original building permit issuance, the applicant may pay the deferred amount in installments, with no penalty for early payment.
- f. The city shall withhold final inspection until the impact fees have been paid in full. Upon receipt of final payment of impact fees deferred under this subsection, the city shall execute a release of deferred impact fee lien for each single-family attached or detached residence for which the impact fees have been received. The applicant, or property owner at the time of release, shall be responsible for recording the lien release at his or her expense.
- g. The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of final inspection.
- h. If impact fees are not paid in accordance with the deferral and in accordance with the term provisions established herein, the city may institute foreclosure proceedings in accordance with RCW Chapter 61.12.
- i. Each applicant for a single-family attached or detached residential construction permit, in accordance with his or her contractor registration number or other unique identification number, is entitled to annually receive deferrals under this section for the first 20 single-family residential construction building permits.
- a. ~~Prior to receipt of building permits, the Property Owner shall pay in full all school impact fees, building permit, review, plan check and related charges of the City in the normal course of issuing building permits; including any fees for subsequent inspections pursuant to an issued building permit.~~
- b. ~~The Property Owner shall execute and consent to the recordation of a lien in the Clark County property deed records against the Property, in favor of the City, in the amount of the deferred impact fees. This lien shall be senior to all other liens on the Property.~~
- c. ~~The Property Owner shall pay in full the deferred impact fees prior to the first of any of the following events:~~

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- ~~(1) The City is called for a sheetrock inspection in the case of residential development or certificate of occupancy inspection in the case of commercial/industrial development, or~~
- ~~(2) The Property Owner sells or otherwise transfers title to the Property, or~~
- ~~(3) The passage of 12 months from the Effective Date of this Agreement, at which time, the Property Owner shall immediately pay, and be fully liable for, the deferred impact fees.~~

~~d. If paid within 12 months of the effective date of this Agreement, the Property Owner shall be vested in the impact fees in effect at the time of execution of this agreement.~~

~~If impact fees are paid later than 12 months after the effective date of this Agreement, the Property Owner shall pay the then applicable impact fees according to the rate schedule adopted by the City Council.~~

~~e.j. In exchange for the City's agreement to defer payment of impact fees, the Property Owner agrees to pay three hundred dollars (\$300.00) to the city for recording and lien fees and any other charges associated with the execution and recordation of this Agreement and a lien on the Property.~~

2. **The City shall:**

- a. Review in the normal course the ~~Applicant's~~Property Owner building plans and all other plans associated with construction of a structure on the Property.
- b. Allow the ~~Applicant~~Property Owner to pay the impact fees at or prior to the first of any of the following events:
  - (1) The City is called for a final ~~sheetrock~~ inspection for residential construction or prior to a Certificate of Occupancy inspection for commercial or industrial construction, or
  - (2) The ~~Applicant~~Property Owner sells or otherwise transfers title to the Property; or
  - (3) The passage of ~~18~~2 months from the Effective Date of this Agreement, at which time, the ~~Applicant~~Property Owner

1 shall immediately be fully liable for and pay the deferred  
2 Impact Fees.

3  
4 **3. General Terms Applicable to Both Parties:**

- 5 a. No occupancy without final City approval. No building or structure  
6 on the Property shall be used or occupied until the building official  
7 has issued a certificate of occupancy. The ~~City~~ Community  
8 Development Director, in his/her sole discretion, may withhold  
9 issuance of a Certificate of Occupancy and/or final inspection  
10 approval until the ~~Applicant~~~~Property Owner~~ pays in full all deferred  
11 Impact Fees and any other fees or charges owed in connection with  
12 development of the Property.  
13
- 14 b. Impact fees fixed for 182 months. Impact fees effective at the time of  
15 entering into this agreement are fixed and will not increase for a  
16 period of 12 months from the Effective Date of this Agreement. The  
17 Effective Date of this Agreement is the date the Agreement is  
18 recorded. Any final inspection or certificate of occupancy issued for  
19 a dwelling on the Property after this period shall be subject to the  
20 then-applicable impact fees, and the ~~Applicant~~~~Property Owner~~ shall  
21 be liable for payment in full of those fees.  
22
- 23 c. Term, modification, extension and termination. This Agreement  
24 shall remain valid and effective until all Impact Fees are paid to the  
25 City in accordance with its terms. This Agreement may be modified,  
26 including an extension of the Effective Date and 182-month Impact  
27 Fee payment requirement, only upon the written mutual agreement  
28 of both Parties, with approval from City Council.  
29
- 30 d. Agreement runs with title to the land. This Agreement shall run  
31 with the land, bind and benefit the parties and their respective  
32 successors, heirs, agents and assigns. No party may assign any  
33 obligation or right accorded under this Agreement without the prior  
34 written consent of the other party.  
35
- 36 e. Attorney fees. Should litigation, arbitration, mediation, collection  
37 actions, appeal of any other proceeding be initiated by the City to  
38 collect impact fees due under this Agreement, the prevailing party  
39 shall be entitled to recover its reasonable costs, including attorney  
40 fees, witness fees, and collection costs, from the non-prevailing  
41 party, including any costs incurred on appeal or in a bankruptcy  
42 proceeding.

- 1  
2 f. Expired building permit. If a building permit expires that has  
3 “deferred” impact fees outstanding, a letter will be sent to the  
4 Applicant~~Property Owner~~ stating that the impact fees are due and  
5 payable. If the impact fees are not paid within 30 days, and the  
6 permit has not been withdrawn, or if the permit is not “re-issued” to  
7 make it active within that 30-day period, the city will begin collection  
8 proceedings.  
9
- 10 g. Lien. Entering into this agreement gives the city authorization to  
11 place a lien in the amount of the deferred impact fees upon the  
12 Property prior to issuance of a building permit. In the event that the  
13 fees called for in this Agreement are not paid when due, the City of  
14 Washougal may foreclose the lien in the same manner set forth in  
15 RCW Chapter 61.12, except as modified herein. Upon overdue  
16 collection, the property owner may also be required to pay the City  
17 of Washougal reasonable attorney’s fees and costs incurred in the  
18 collection process.  
19
- 20 h. Lien Release. Upon payment of all fess called for in this Agreement,  
21 the City will provide to property owner a lien release for recording  
22 by the property owner releasing the lien called for in this Agreement.  
23
- 24 i. Controlling law and venue. This agreement shall be governed by,  
25 construed and enforced under the laws of the State of Washington.  
26 The parties consent to the jurisdiction of a venue in Clark County  
27 Superior Court.  
28
- 29 j. Severability. If any portion of this agreement is held to be invalid by  
30 a court of competent jurisdiction, the remaining terms of this  
31 agreement shall remain in full force and effect.  
32
- 33 k. Entire agreement. This Agreement constitutes the entire agreement  
34 of the parties, and supersedes all previous agreements, oral or  
35 written, with regard to the subject matter of this Agreement. Any  
36 agreement to waive or modify any term of this agreement must be  
37 in writing and signed by both parties. No delay or inaction in the  
38 enforcement of any provision of this Agreement shall be deemed a  
39 waiver, whether actual or implied, of any right under this  
40 Agreement.  
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l. Recording of agreement. Both parties understand that this agreement ~~shall~~will be recorded at Clark County and that it is the responsibility of the Applicant to record the agreement.~~Property Owner to pay an administrative fee of \$300.00 (recording agreement, lien and staff time) at the time of entering into this agreement.~~

m. Notices. Any notices given under or required by this Agreement shall be deemed made when hand-delivered to the other party or placed in the U.S. mail, by certified mail, postage pre-paid, to the following addresses:

<u>For the City of Washougal:</u> <u>Owner:</u> Community Development Director 1701 C Street Washougal, WA 98671	<u>For the Applicant</u> <del>Property</del> <del>Owner:</del>
--	---

~~j. It is further understood that the City of Washougal Deferred Impact Fee Program is a Trial Program (3 years) and that the City will reassess its "Deferred Impact Fee" policy and determine whether it will continue or revert to collection at the time of Building Permit issuance.~~

~~The City will evaluate its decision based on whether the program attracted construction, new commercial businesses or industrial jobs. The measurement of a mutually beneficial result is the amount of increase of one time sales tax construction revenue received by the city at the end of each year of the three year trial period compared to 2009 construction sales tax revenue.~~

**IT IS SO AGREED:**

For the Applicant~~Property~~ Owner:

I certify that I am the Applicant as defined by RCW 82.02.050(3)(g)(ii)~~Property Owner or the legal representative and I am~~ authorized to execute the foregoing Agreement on behalf of \_\_\_\_\_. I have provided a copy of the recorded deed for the property or other documentation that identifies that I am the Applicant as defined by law~~legal owner of record or legal documentation that I am the legal representative and I am~~ authorized to execute this Agreement for ~~on behalf of the~~ identified ~~Property~~ Owner.

1 I certify that I have read, understand and agree to all terms set forth in this  
2 Agreement without qualification or reservation.

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5 \_\_\_\_\_  
Applicant~~Property Owner or Legal Representative~~ Date

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**For the City of Washougal:**

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10 \_\_\_\_\_  
City Clerk/Deputy City Clerk Mitch Kneipp,  
11 ~~Interim~~ Community Development  
12 Director

13  
14

\_\_\_\_\_ Date \_\_\_\_\_ Date

15

16 On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me the undersigned, a Notary Public in  
17 and for the State of Washington duly commissioned and sworn, personally  
18 appeared \_\_\_\_\_ to be known to be the individual(s) described in and  
19 who executed the foregoing Agreement, and acknowledged to me that  
20 he/she/they signed and sealed the said instrument as his/her/their free and  
21 voluntary act and deed, for the uses and purposes therein mentioned.

22

23 Witnessed my hand an official seal affixed the day and year above written.

24  
25

26 \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
27 Residing at \_\_\_\_\_  
28 My Commission Expires: \_\_\_\_\_

**AGENDA BILL**

**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**

**Bill No. 57-16**

**SUBJECT:**

Award Bid for Evergreen Way Roadway Improvements Bus Maintenance Facility Relocation project to Halme Excavating Inc.

**FOR AGENDA OF:** August 8, 2016

**DEPT. OF ORIGIN:** Public Works

**REVIEWED AT:** Workshop on 8/8/2016

**EXHIBITS:**

A – Bid Opening Sheet  
B – Condition of Award  
C – Contractor Agreement

**TO BE RETURNED TO COUNCIL:** No.

**APPROVED BY DEPT. HEAD:**



**EXPENDITURE REQUIRED:**  
**\$621,476.25**

**BUDGETED:**  
**\$250,000.00**

**APPROPRIATION REQUIRED:**  
**\$371,476.25**

**SUMMARY STATEMENT**

A bid opening was held on August 3<sup>rd</sup>, 2016 for the for Evergreen Way Roadway Improvements Bus Maintenance Facility Relocation project. 4 bids were submitted:

COMPANY NAME	Final Total w/tax
HALME EXCAVATING INC.	\$ 825,793.00
TAPANI, INC	\$ 1,005,885.00
ADVANCED EXCAVATING SPECIALISTS LLC.	\$ 933,644.65
McDONALD EXCAVATING INC.	\$ 867,448.00

Staff is recommending the construction of approximately 1500 feet of road improvements on the north and south sides of Evergreen Way including sidewalk, bike lanes on the north side of the road. Project also includes illumination, drainage improvements, and landscaping improvements. The north side of the road includes a 50/50 cost sharing between the Washougal School District and the City of Washougal. The south side improvements as well as the sidewalk on the north side adjacent to the cemetery are paid for by the City of Washougal only.

Funding for this project is as follows:

- Construction total = \$825,793.00.
- North Side of road total = \$529,674.50 to be split 50/50 with the School District.
  - The City & the School District will each fund = \$264,837.25.
- South side total = \$296,118.50 100% City funded.
- Design Contract = \$121,041.00 to be split 50/50 with the School District.
  - The City & the School District will each fund = \$60,520.50
- The Cities total expenditure = \$621,476.25
- School District total expenditure = \$325,357.75
- City budgeted \$250,000.00
- ❖ Funds requiring appropriation = \$371,476.25

Staff is also recommending the bid be awarded to Halme Excavating Inc., the lowest responsible and responsive bidder.

**RECOMMENDED ACTION**

1. Award the contract for the Evergreen Way Roadway Improvements Bus Maintenance Facility Relocation project to Halme Excavating Inc. and authorize the Mayor to sign the contract documents.

**BID OPENING SHEET**  
8/4/2016

**NAME OF PROJECT: EVERGREEN WAY ROADWAY IMPROVEMENTS - BUS BARN**

DATE: 8/3/2016  
 TIME: 3:00pm  
 LOCATION: Council Chambers

STAFF:

Jason Van Aalsburg	Shannon Olsen
Meagan Morris	Jessica Honl
Rob Charles	Dan Shafer
Joe Steinbrenner	Mike Strohme

	COMPANY NAME	SCHEDULE A & B BID W/TAX	ADDED BID ITEMS	FINAL BID TOTAL
1	HALME EXCAVATING INC.	\$825,793		\$825,793
2	TAPANI INC.	\$1,005,885.00		\$1,005,885.00
3	ADVANCED EXCAVATING SPECIALIST	\$933,644.65		\$933,644.65
4	MCDONALD EXCAVATING INC.	\$867,448.00		\$867,448.00

**CONDITION OF AWARD**

DATE: 8/4/2016

TO: HALME EXCAVATING INC.  
22514 NE 72<sup>ND</sup> AVE.  
BATTLEGROUND, WA. 98604

**PROJECT DESCRIPTION:** Approximately 1500 feet of road improvements on the north and south sides of Evergreen Way including sidewalk, bike lanes on the north side of the road. Project also includes illumination, drainage improvements, and landscaping improvements. \_\_

The Owner has considered the Bid submitted by you for the above-described work. You are hereby notified that your bid has been accepted for items in the amount of EIGHT HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED NINETY THREE and 00/100ths Dollars \$(825,793.00).

In accordance with RCW 35.23.352 and by the Bidding Documents you are required return the executed Contractor Agreement, Contractor's Performance Bond, Payment Bond, and Certificates of Insurance (including coverage for the Owner and City of Washougal) **within ten (10) calendar days from the date of this notice to you.**

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this notice, said Owner will be entitled to such other rights as may be granted by law.

Intent to pay prevailing wages shall be demonstrated before Notice to Proceed is executed.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_ day of AUGUST, 2016.

City of Washougal

City of Washougal

By: Sean Guard

By: Rob Charles

Title: Mayor

Title: City Engineer

**APPEARANCE OF NOTICE**

Receipt of the above **CONDITION OF AWARD** is hereby acknowledged.

Firm: \_\_\_\_\_, this the \_\_\_ day of AUGUST, 2016.

BY: \_\_\_\_\_

Title: \_\_\_\_\_

## CONTRACTOR AGREEMENT

THIS CONTRACT, effective this \_\_\_\_\_ day of AUGUST, 2016, is entered into by and between HALME EXCAVATING INC. 22514 NE 72<sup>ND</sup> AVE. BATTLEGROUND, WA. 98604 hereinafter referred to as the Contractor, and the City of Washougal, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

1. **Contractor's Obligation:** The Contractor, for and in consideration of the sum to be paid to it by the Owner in the manner and at the times provided, hereinafter and in the Specifications, and in consideration of the covenants and agreements herein contained, which documents are incorporated into and made a part of this contract, hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary for construction and installation of the following improvements:

**Approximately 1500 feet of road improvements on the north and south sides of Evergreen Way including sidewalk, bike lanes on the north side of the road. Project also includes illumination, drainage improvements, and landscaping improvements.**

All work shall be done in accordance with the Contract on file with the City of Washougal, and in accordance with such alterations or modifications as may be made by the Owner. The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner and within the time limits stated in the Contract. The Contractor agrees that it will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

2. **E-Verify Program:** The Contractor will certify their participation in the E-Verify Program by submitting a Declaration of Participation Form. 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. The Contractor shall provide verification of their compliance immediately upon any City request. Failure by the Contractor to comply with such requests may be considered a breach of contract.
3. **Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its tier subcontracts, and shall require all of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each tier subcontractor meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have a current City of Washougal General Business License;
4. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
5. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

4. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Washougal City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Washougal and the laws of the State of Washington, the following sum as indicated:

Including 8.4% Washington State Sales Tax (if applicable)

**EIGHT HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED NINETY THREE & 0/100'S**

**\$825,793.00**

The amount finally to be paid is, however, variable upon the work actually done and final payment will be made upon the basis of the amount of work done and the materials furnished and at the lump sum or unit prices fixed in the Contractor's Proposal or as modified by any or all approved Change Orders.

5. **Contractor's Insurance:** Contractor's liability insurance shall include completed operations and product liability coverage including:

- |    |  |                                  |
|----|--|----------------------------------|
| 1. | General Aggregate  | \$2,000,000.00                   |
| 2. | Completed Operations Aggregate   | \$2,000,000.00                   |
| 3. | For Each Occurrence ( <i>Bodily Injury and Property Damage</i> )   | \$1,000,000.00                   |
| 4. | Property Damage Liability Insurance will include Explosion, Collapse and Underground coverage where applicable | \$2,000,000.00                   |
| 5. | Automobile Liability for one (1) Bodily Injury:  |                                  |
|    |  | \$1,000,000.00 per each person   |
|    |  | \$2,000,000.00 per each accident |
| 6. | Property Damage  | \$1,000,000.00 each accident     |

Subcontractors shall also be required to maintain insurance at the above stated limits.

The City of Washougal shall be named as an additional insured under all insurance required herein.

6. **Contractor's Bond**: The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Washougal a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Washougal, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Revised Code of Washington, Chapter 39.08.
7. **Employment of Labor**: The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall be in accordance with all federal, state and local laws.
8. **Payment of Labor**: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hours work in accordance with the provisions of the Revised Code of Washington, Chapter 39.12, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project (**AUGUST 3, 2016**), the applicable effective date for prevailing wages for this project is.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

9. **Payment to the Contractor**: Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Revised Code of Washington Ch. 60.28.

Payment of the retained percentage shall be withheld, by the owner, for a period of 45 days following the completion of all Contract work, as defined by WSDOT Section 1-01.3, and shall be paid the Contractor at the expiration of 60 days per RCW 39.12 and RCW 60.28, in the event no claims, as provided by law, have been filed against such

funds; and provided further, that releases or certificates have been obtained from the State Department of Labor and Industries, from the State Department of Revenue, and the Employment Security Department and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, the Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to defray the cost of foreclosure action and to cover attorney fees as determined by the Owner.

Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in Revised Code of Washington 39.08.030 and within the time provided in RCW 60.28 as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by Revised Code of Washington 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320 *Payroll*. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

**10. Indemnity:**

A. CONTRACTOR'S RESPONSIBILITY. Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.
2. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that

Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Ch.42.56 RCW.
12. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
13. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
14. **Bid Documents & Contract:** The complete Contract includes these parts: the Contract Form, Bidder's complete Proposal Form, Contract Plans, Contract Provisions, Standard Specifications, Standard Plans, Addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.
15. **Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda:** As defined in section 1-04.2 in the 2012 Standard Specifications for Road, Bridge and Municipal Construction as published by the Washington State Department of Transportation as modified by the Special Provisions, provided that this contract form shall supersede in the event of conflict.
16. **Notices:** Whenever in this written Contract written notices are to be given or made, they may be sent to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

**Owner:** City of Washougal  
1701 "C" Street  
Washougal, WA 98671

**Contractor:** PETE HALME  
HALME EXCAVATING INC.  
22514 NE 72<sup>ND</sup> AVE.  
BATTLEGROUNDS, WA. 98604

Original signed at Washougal, Washington, on the dates listed below.

CITY OF WASHOUGAL, a municipal corporation

By: \_\_\_\_\_  
Mayor, Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_

By: (Proprietor, Partner, or corporate  
President must sign)

\_\_\_\_\_  
(Title) Date

Approved as to form:

\_\_\_\_\_  
City Attorney, Date \_\_\_\_\_

**AGENDA BILL**  
**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**  
**Bill No. 58-16**

**SUBJECT:**  
Legal Services Agreement with Kenneth Woodrich, PC for City Attorney Services, appointing Kenneth Woodrich as City Attorney

**FOR AGENDA OF:** August 8, 2016

**DEPT. OF ORIGIN:** Administration

**REVIEWED AT:** Workshop 8/8/16

**EXHIBITS:**  
A. Legal Services Agreement

**TO BE RETURNED TO COUNCIL:** No

**APPROVED BY DEPT. HEAD:** 

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**EXPENDITURE REQUIRED:**  
**\$960 retainer per month (includes up to four hours), plus \$180 per hour for additional hours.**

**BUDGETED:**  
**yes**

**APPROPRIATION REQUIRED:**  
**none**

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**SUMMARY STATEMENT**

The current legal services agreement between English and Marshall, PLLC will end after August 31, 2016. In preparation for a transition to new legal services providers, staff released a Request for Proposals for City Attorney and City Prosecutor services. Four proposals were received for City Prosecutor services. A review committee consisting of the City Administrator, Finance Director/City Clerk, and Councilmember Boger reviewed the proposals and advanced three proposers for interviews. Interviews were conducted by an interview panel consisting of the Mayor, City Administrator, Accounting Supervisor, Human Resources Director, Community Development Director, Public Works Director, and Councilmember Boger. The panel recommended two proposers for reference checking, which was conducted by the City Administrator. The final conclusion of this screening process is that the Mayor is seeking confirmation of the appointment of Kenneth Woodrich as City Attorney, effective September 1, 2016. The attached Legal Services Agreement and Scope of Work has been reviewed and approved by our current legal services provider. Costs for services are expected to be generally consistent with current costs.

**RECOMMENDED ACTION**

1. Authorize the Mayor to Sign the Legal Services Agreement between Kenneth Woodrich, PC and the City of Washougal, confirming the appointment of Kenneth Woodrich as City Attorney.

## LEGAL SERVICES AGREEMENT: CITY ATTORNEY SERVICES

This Agreement made and entered into this \_\_\_\_ day of August 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 Kenneth B. Woodrich PC, Attorney at Law, WSBA No. 19654 (hereinafter referred to as "Attorney"), whose address is: 110 Columbia Street, Suite 109, Vancouver, Washington 98660.

**WHEREAS**, the City is a non-charter code city and a municipal corporation in the State of Washington; and

**WHEREAS**, Attorney is licensed to practice law in the State of Washington and is an experienced municipal attorney; and

**WHEREAS**, the City desires to engage Attorney to provide City Attorney services, and Attorney has agreed to offer his professional services to perform said legal work; and

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

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

The City hereby appoints Kenneth B. Woodrich as its City Attorney, and Kenneth B. Woodrich hereby agrees to accept this appointment. Attorney agrees to provide legal and other services as hereafter set forth in connection with this appointment and Agreement in a satisfactory and proper manner, as determined by the City.

#### **1. Scope of Services and Payment:**

- a. Attorney shall be responsible for performing all legal services for the City, except as set forth in Section 14 of this Agreement.
- b. The City hereby agrees to pay to Attorney as compensation for these legal services as follows:
  - (1) Nine Hundred Sixty Dollars (\$960.00) per month on the 1<sup>st</sup> day of each and every month as a retainer fee, and
  - (2) Two Hundred Forty Dollars (\$240.00) per hour for litigation that has been filed in State or Federal Court; and
  - (3) One Hundred Eighty Dollars (\$180.00) per hour for all other general legal services performed by Attorney on the City's behalf, excluding Attorney's preparation for, attendance and travel to all regular monthly meetings of the Washougal City Council not to exceed two hours per meeting. Attorney further agrees that if at any time he should fail to attend a regular meeting of the City

Council, unless excused, he will credit the City with two hours' time at the retainer rate of Two Hundred Forty Dollars (\$240.00) per hour for each regular meeting missed. For the months of November and December, the regular meeting schedule will include four meetings over two months (three in November and one in December) with no change in the retainer.

- c. In addition to the compensation set forth above, the City shall reimburse Attorney for all reasonable and necessary expenses which may be paid or incurred by him on behalf of the City in the bringing of any action, suit or proceeding or in the transaction of any and all City business. Such expenses include, but are not limited to: all filing fees, deposition expenses, service of process fees, and other expenses or third party costs incurred by Attorney in representation of the City or its duly elected or appointed officers. The City shall further reimburse Attorney for his transportation, food, lodging and registration costs of attendance for two WSAMA conferences per year, shared proportionally with Attorney's other municipal clients, which expenses shall be reimbursed in accordance with City policy.

**2. Relation of Parties:**

Attorney, its sub-Contractors, agents and employees are independent Contractors performing professional services for the City and are not employees of the City. Attorney, its sub-Contractors, 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 Attorney, sub-Contractors, agents and employees shall not have the authority to bind the City in any way except as may be specifically provided herein.

**3. Time of Performance:**

The service of Attorney is to commence on September 1, 2016, and shall be of indefinite duration, subject to termination with or without cause, by either party as follows: (1) upon 30 days written notice to the other party if made prior to September 1, 2017; and (2) upon 90 days written notice to the other party if made on or after September 1, 2017.

**4. Conflict of Interest:**

Attorney shall devote all the time necessary to perform the services herein, but shall not be prevented or barred from taking on other employment in his independent law practice, whether or not that employment is similar in nature to the services to be performed herein. However, Attorney shall not represent or advise employees of the City where the interest of the employee may be in conflict with that of the City. Attorney shall also not perform services for others where a conflict of interest or an ethical violation, as defined in the Washington State Bar Rules of Professional Conduct, may exist pursuant to Attorney's representation of the City herein. When such a conflict of interest or ethical violation may exist, Attorney shall immediately notify the City of such potential conflict or violation. Attorney shall then withdraw as counsel for the opposing party, as required to avoid any further conflict of interest or ethical violation, unless the City agrees to waive such conflict at its sole discretion.

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

City shall pay Attorney 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 work as set forth herein. Attorney shall submit monthly invoices to City covering both professional fees and reimbursable expenses, if any. Payments to Attorney shall be made within thirty (30) days from submission of each invoice.

City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Attorney agree that any amount paid in error by City does not constitute a rate change in the amounts agreed upon herein.

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

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

**7. Suspension and Termination:**

This Agreement may be terminated by either party pursuant to Section 3.

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

Attorney shall have the authority to control and direct the performance and details of the services to be performed herein. Attorney agrees to comply with all relevant federal, state and municipal laws, rules and regulations.

**9. City Business and Occupation License:**

Prior to performing work under this Agreement, Attorney shall secure a City of Washougal Business and Occupation License under WMC 5.04.020.

**10. Liability and Hold Harmless:**

Attorney shall take all precautions necessary and shall be responsible for the safety of his employees, agents, and sub-contractors in the performance of the work hereunder. All work shall be done at Attorney's risk. Attorney shall defend, indemnify, save and hold harmless the City, its officers, agents, employees and assigns from any claims, damages, losses, liability, expenses and attorney's fees to the extent they arise from Attorney's negligent performance of this Agreement, except those which arise from the sole negligent acts or omissions of the City, its officers, agents, employees or assigns. The

City shall defend, indemnify, save and hold harmless Attorney, its officers, agents, employees and assigns from any claims, damages, losses, liability, expenses and attorney's fees to the extent they arise from the City's negligence, except those which arise from the sole negligent acts or omissions of Attorney, its officers, agents, employees or assigns. If both the City and Attorney are concurrently negligent, the parties shall be required to indemnify and defend only in proportion to their separate negligence. The City shall also defend, indemnify, save and hold harmless Attorney, its officers, agents, employees and assigns from any and all claims arising out of the good faith performance of his duties for services provided within the scope of this Agreement, and within the confines of applicable ethical rules and in compliance with existing law, but not arising out of acts performed outside of the scope of Attorney's requested services, or for any acts of misconduct or alleged violations of existing law.

**11. Liability Insurance:**

- a. Commercial General Liability, Professional Liability and Malpractice Insurance. Attorney shall obtain and keep in force Commercial General Liability insurance with a limit not less than \$100,000.00 for each occurrence, Professional Liability (errors and omissions), to include malpractice coverage, not less than \$500,000.00 for each occurrence, and a \$1,000,000.00 General Aggregate Limit, for the entire term of this Agreement.
- b. Worker's Compensation. Attorney shall take out and maintain during the life of this Agreement, worker's compensation insurance for all its employees engaged in work under this Agreement who are required to be so covered by the laws of the State of Washington.
- c. Employment Security. Attorney 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.

**12. Confidentiality:**

Attorney agrees to keep all of the information provided by City in the context of this Agreement confidential for the term of this Agreement and thereafter, unless the Attorney-Client privilege is specifically waived, in writing, by an individual authorized to waive this privilege. This applies to all information and communications, including electronic communications, unless available to the public through a public records request and otherwise not subject to a specific exemption.

**13. Qualifications:**

Throughout the term of this Agreement, the Attorney shall be an attorney licensed by the State of Washington and a member in good standing of the Washington State Bar.

**14. Non-Exclusive Contract and Excluded Services:**

This is a non-exclusive contract. This Agreement does not include the provision of the following services: (1) Prosecution of crimes, which shall be provided by the City's Prosecuting Attorney under a separate Agreement; (2) Code enforcement matters, unless specifically requested by City. The parties acknowledge that it may be necessary from time to time for the City to retain other legal counsel. Legal matters requiring other counsel may include, but are not limited to bond issues, pension and deferred compensation matters, labor negotiations, employment matters, complex litigation, cases referred to attorneys selected by City's insurers, and matters involving specialized areas of practice where the City's interest would be best served by retaining other counsel. In addition, other counsel may be required if Attorney has a conflict of interest, which precludes his representation of the City. The City may also employ an Assistant City Attorney through a separate Agreement, to assist the City and Attorney as needed.

**15. Notices:**

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

City:  
City of Washougal  
1701 "C" Street  
Washougal, WA 98671

Attorney:  
Kenneth B. Woodrich PC  
Attorney at Law  
110 Columbia Street, Suite 109  
Vancouver, Washington 98660

**16. Amendments/Non-Assignment:**

This Agreement shall not be altered, changed, or amended, except by an instrument in writing executed by both parties hereto. Any changes in the scope of services or compensation shall be mutually agreed upon between City and Attorney and shall be incorporated in written amendments to this Agreement. Attorney shall not assign or subcontract any portion of this Agreement without prior written consent of the City.

**17. 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.

**18. Ratification:**

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

**19. 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. 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 August, 2016.

**CITY OF WASHOUGAL, a Municipal Corporation:**

**KENNETH B. WOODRICH, PC:**

\_\_\_\_\_  
**SEAN GUARD, MAYOR**

\_\_\_\_\_  
**KENNETH B. WOODRICH, WSBA #19654**

**ATTEST:**

\_\_\_\_\_  
**City Finance Director**

**Approved as to Form:**

\_\_\_\_\_  
**Donald L. English  
City Attorney**

**AGENDA BILL**  
**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**  
**Bill No. 59-16**

**SUBJECT:**

Legal Services Agreement with English and Marshall, PLLC for City Prosecutor and Assistant City Attorney Services, appointing Scott Russon as City Prosecutor and Assistant City Attorney

**FOR AGENDA OF:** August 8, 2016

**DEPT. OF ORIGIN:** Administration

**REVIEWED AT:** Workshop 8/8/16

**EXHIBITS:**

A. Legal Services Agreement and Scope of Work

**TO BE RETURNED TO COUNCIL:** No

**APPROVED BY DEPT. HEAD:**




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<b>EXPENDITURE REQUIRED:</b>	<b>BUDGETED:</b>	<b>APPROPRIATION REQUIRED:</b>
\$5,000 per month for City Prosecutor services, plus \$150 per hour for Assistant City Attorney services as needed	yes	none

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**SUMMARY STATEMENT**

The current legal services agreement between English and Marshall, PLLC will end after August 31, 2016. In preparation for a transition to new legal services providers, staff released a Request for Proposals for City Attorney and City Prosecutor services. Two proposals were received for City Prosecutor services. A review committee consisting of the City Administrator, Finance Director/City Clerk, Police Chief and Councilmember Boger reviewed the proposals and determined that English and Marshall, PLLC (specifically, Scott Russon) should be forwarded to the Mayor for appointment as City Prosecutor and Assistant City Attorney. The Mayor is seeking confirmation of this appointment. Mr. Russon is currently serving as the City Prosecutor under the current agreement with English and Marshall, and also provides Assistant City Attorney services for Code Enforcement, and general back-up as needed. Mr. Russon will continue in this same role under the new agreement. The attached legal services agreement and scope of work have been reviewed by our current legal services provider. Costs associated with the services are expected to be generally consistent with current costs.

**RECOMMENDED ACTION**

1. Authorize the Mayor to Sign the Legal Services Agreement between English and Marshall, PLLC and the City of Washougal, confirming the appointment of Scott Russon as City Prosecutor and Assistant City Attorney.

**LEGAL SERVICES AGREEMENT:  
CITY PROSECUTOR AND ASSISTANT CITY ATTORNEY SERVICES**

This Agreement made and entered into this \_\_\_\_ day of August 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 English & Marshall, PLLC (hereinafter referred to as "Attorney"), whose address is: 12204 S.E. Mill Plain Blvd., Suite 200, Vancouver, WA, 98684.

**WHEREAS**, the City is a non-charter code city and a municipal corporation in the State of Washington; and

**WHEREAS**, Attorney employs attorneys licensed to practice law in the State of Washington; and

**WHEREAS**, the City desires to engage Attorney to provide City Prosecutor and Assistant City Attorney services, and Attorney has agreed to offer its professional services to perform said legal work; and

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

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

The City hereby appoints Scott E. Russon (WSBA #30078), one of the attorneys at English & Marshall, PLLC, as its City Prosecutor and as its Assistant City Attorney, and Scott E. Russon hereby agrees to accept these appointments. Attorney agrees to provide legal and other services as hereafter set forth in connection with these appointments and Agreement in a satisfactory and proper manner, as determined by the City. Scott E. Russon shall be the attorney responsible for providing services set forth herein.

**1. Scope of Services and Payment:**

- a. The Scope of Services shall be as shown in the attached Exhibit "A," incorporated herein by this reference. Scott E. Russon shall be deemed to be an appointed government official for purposes of RCW 4.24.470.
- b. The City hereby agrees to pay to Attorney as compensation for these legal services as follows:
  - (1) City Prosecutor Services: Five Thousand Dollars (\$5,000.00) per month flat rate, payable on the 1st day of each and every month; plus an additional Three Hundred Fifty Dollars (\$350) per day for each criminal case taken to trial before a judge or jury, payable within 30 days of invoice from Attorney;
  - (2) Assistant City Attorney Services: One Hundred Fifty Dollars (\$150.00) per hour, payable within 30 days of invoice from Attorney.

- c. In addition to the compensation set forth above, the City shall reimburse Attorney for all reasonable and necessary expenses which may be paid or incurred by Attorney on behalf of the City in the bringing or prosecution of any complaint, action, suit or proceeding or in the transaction of any and all City business. Such expenses include, but are not limited to: all filing fees, recording fees, deposition expenses, service of process fees, expert witness fees, postage, copies, and any other expense or third party cost incurred by Attorney in representation of the City or its duly elected or appointed officers.

**2. Relation of Parties:**

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

**3. Time of Performance:**

The service of Attorney is to commence on September 1, 2016, and shall be of indefinite duration, subject to termination with or without cause, by either party upon 90 days written notice to the other party.

**4. Conflict of Interest:**

Attorney shall devote all the time necessary to perform the services herein, but shall not be prevented or barred from taking on other employment in its independent law practice, whether or not that employment is similar in nature to the services to be performed herein. However, Attorney shall not represent or advise employees of the City where the interest of the employee may be in conflict with that of the City. Attorney shall also not perform services for others where a conflict of interest or an ethical violation, as defined in the Washington State Bar Rules of Professional Conduct, may exist pursuant to Attorney's representation of the City herein. When such a conflict of interest or ethical violation may exist, Attorney shall immediately notify the City of such potential conflict or violation. Attorney shall then withdraw as counsel for the opposing party, as required to avoid any further conflict of interest or ethical violation, unless the City agrees to waive such conflict at its sole discretion.

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

The City shall pay Attorney 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 the 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 work as set forth herein.

Attorney shall submit monthly invoices to the City covering both professional fees and reimbursable expenses, if any. Payments to Attorney 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. The City and Attorney agree that any amount paid in error by the City does not constitute a rate change in the amounts agreed upon herein.

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

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

**7. Suspension and Termination:**

This Agreement may be terminated by either party pursuant to Section 3.

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

Attorney shall have the authority to control and direct the performance and details of the services to be performed herein. Attorney agrees to comply with all relevant federal, state and municipal laws, rules and regulations.

**9. City Business and Occupation License:**

Prior to performing work under this Agreement, Attorney shall secure a City of Washougal Business and Occupation License under WMC 5.04.020.

**10. Liability and Hold Harmless:**

Attorney shall take all precautions necessary and shall be responsible for the safety of his employees, agents, and sub-contractors in the performance of the work hereunder. All work shall be done at Attorney's risk. Attorney shall defend, indemnify, save and hold harmless the City, its officers, agents, employees and assigns from any claims, damages, losses, liability, expenses and attorney's fees to the extent they arise from Attorney's negligent performance of this Agreement, except those which arise from the sole negligent acts or omissions of the City, its officers, agents, employees or assigns. The City shall defend, indemnify, save and hold harmless Attorney, its officers, agents, employees and assigns from any claims, damages, losses, liability, expenses and attorney's fees to the extent they arise from the City's negligence, except those which arise from the sole negligent acts or omissions of Attorney, its officers, agents, employees or assigns. If both the City and Attorney are concurrently negligent, the parties shall be required to indemnify and defend only in proportion to their separate negligence. The City shall also defend, indemnify, save and hold harmless Attorney, its officers, agents, employees and assigns from any and all claims arising out of the good

faith performance of his duties for services provided within the scope of this Agreement, and within the confines of applicable ethical rules and in compliance with existing law, but not arising out of acts performed outside of the scope of Attorney's requested services, or for any acts of misconduct or alleged violations of existing law.

**11. Liability Insurance:**

- a. Commercial General Liability, Professional Liability and Malpractice Insurance. Attorney shall obtain and keep in force Commercial General Liability insurance with a limit not less than \$100,000.00 for each occurrence, Professional Liability (errors and omissions), to include malpractice coverage, not less than \$500,000.00 for each occurrence, and a \$1,000,000.00 General Aggregate Limit, for the entire term of this Agreement.
- b. Worker's Compensation. Attorney shall take out and maintain during the life of this Agreement, worker's compensation insurance for all its employees engaged in work under this Agreement who are required to be so covered by the laws of the State of Washington.
- c. Employment Security. Attorney 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.

**12. Confidentiality:**

Attorney agrees to keep all of the information provided by the City in the context of this Agreement confidential for the term of this Agreement and thereafter, unless the Attorney-Client privilege is specifically waived, in writing, by an individual authorized to waive this privilege. This applies to all information and communications, including electronic communications, unless available to the public through a public records request and otherwise not subject to a specific exemption.

**13. Qualifications:**

Throughout the term of this Agreement, all attorneys performing services hereunder on behalf of Attorney shall be an attorney licensed by the State of Washington and a member in good standing of the Washington State Bar.

**14. Non-Exclusive Contract and Excluded Services:**

This is a non-exclusive contract. This Agreement does not include the provision of primary City Attorney services, which shall be provided by the primary City Attorney under a separate Agreement. The parties acknowledge that it may be necessary from time to time for the City to retain other legal counsel to perform the services under this Agreement. Legal matters requiring other counsel may include but are not limited to complex litigation, cases referred to attorneys selected by the City's insurers, appeals, and matters involving specialized areas of practice where the City's interest would be best served by retaining other counsel. In addition, other counsel may be required if

Attorney has a conflict of interest, which precludes representation of the City. The compensation provided in Section 5 shall not be altered when the City retains other legal counsel to perform the services under this Agreement, due to a conflict or otherwise, including City Prosecutor services.

**15. Notices:**

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

City:  
City of Washougal  
1701 "C" Street  
Washougal, WA 98671

Attorney:  
Scott E. Russon  
Attorney at Law  
12204 S.E. Mill Plain Blvd., Suite 200  
Vancouver, WA, 98684

**16. Amendments/Non-Assignment:**

This Agreement shall not be altered, changed, or amended, except by an instrument in writing executed by both parties hereto. Any changes in the scope of services or compensation shall be mutually agreed upon between the City and Attorney and shall be incorporated in written amendments to this Agreement. Attorney shall not assign or subcontract any portion of this Agreement without prior written consent of the City.

**17. 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.

**18. Ratification:**

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

**19. 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. 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 August, 2016.

**CITY OF WASHOUGAL, a Municipal Corporation:**

**ENGLISH & MARSHALL, PLLC:**

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**SEAN GUARD, MAYOR**

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**PHILIP G. MARSHALL, WSBA #5731**

**ATTEST:**

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**SCOTT E. RUSSON, WSBA #30078**

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**Jennifer Forsberg,  
City Finance Director**

**Approved as to Form:**

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**Donald L. English  
City Attorney**

## EXHIBIT "A"

### SCOPE OF SERVICES: CITY PROSECUTOR AND ASSISTANT CITY ATTORNEY

The scope of services associated with providing the City of Washougal with City Prosecutor and Assistant City Attorney services shall be as follows:

#### **City Prosecutor: Criminal Prosecution in Municipal Court**

The City Prosecutor is responsible for all aspects of criminal prosecution for the City in the Washougal Municipal Court, including:

1. Making filing decisions on criminal cases, with input from City police;
2. Advising City police on the conduct of criminal investigations, trial preparation, seizures, and related criminal matters;
3. Interviewing witnesses and victims of crimes;
4. Advising victims of crimes regarding their rights and responsibilities;
5. Representing the City at arraignments, pretrial hearings, bench and jury trials, review hearings, contested traffic infractions (upon request by the City), aggressive dog hearings, and appeals to the Superior Court in connection with criminal misdemeanor and gross misdemeanor cases. Representation and additional compensation for appeals to courts after the Superior Court shall be determined between the City and Attorney on a case-by case-basis.
6. Making appropriate sentencing recommendations and decisions to the court in criminal cases;
7. Preparing and presenting legal memoranda, subpoenas, jury instructions, and other related materials in criminal cases;
8. Providing legal research, training, and assistance to City police in criminal matters, including statutory interpretation, enforcement issues, and case decisions; and
9. Creating and maintaining appropriate files.

#### **Assistant City Attorney: Code Enforcement**

The Assistant City Attorney shall be the primary attorney responsible for support of the City's Code Enforcement Program and support of code enforcement activities, including administrative and court hearings, including:

1. Advising Code Enforcement on the interpretation and applicability of code provisions, the conduct of investigations, civil code enforcement infraction preparation, nuisance abatement, and related matters.

2. Representing the City at administrative and court hearings on civil code enforcement infractions and related matters.
3. Preparing and presenting legal memoranda regarding code enforcement and other related materials.
4. Creating and maintaining appropriate files.

**Assistant City Attorney: General City Attorney Back-Up and Conflict**

Upon request of City staff or the primary City Attorney, the assistant City Attorney shall also provide other general municipal legal services not described above, and provide back-up to the primary contracted City Attorney.

**AGENDA BILL**  
**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**  
**Bill No. 60-16**

**SUBJECT:**  
Cemetery Code Revisions

**FOR AGENDA OF:** 08/08/16

**DEPT. OF ORIGIN:** Finance/Public Works

**REVIEWED AT:** Workshop on 7/24/16

**EXHIBITS:**  
Ordinance  
Exhibit A - Lined out code sections  
Exhibit B - Clean copy of code

**TO BE RETURNED TO COUNCIL:** N/A

**APPROVED BY DEPT. HEAD:**




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<b>EXPENDITURE REQUIRED:</b>	<b>BUDGETED:</b>	<b>APPROPRIATION REQUIRED:</b>
N/A	N/A	N/A

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**SUMMARY STATEMENT**

The attached ordinance clarifies how the funds from lot sales are disbursed between operations, capital purchases and the perpetual care fund. In addition, we are eliminating the selling of vases through the City. The City will still set the vases as part of the cemetery operations, however, the customer will be required to supply the vase. We are also correcting the “proposed” wording on the fee table to “fee”.

**RECOMMENDED ACTION**

1. Read the ordinance by title only
2. Pass, post and publish the ordinance in the usual manner

**Ordinance # \_\_\_\_\_**

**AN ORDINANCE** amending WMC 2.44.050, 060 and 090 regarding the Cemetery.

**WHEREAS**, staff review of the cemetery code found that the fund allocations in the code do not match current practice established by the Cemetery Board; and

**WHEREAS**, the City would like to discontinue selling vases; and

**WHEREAS**, the fee column header in the fee table in the code currently indicates “Proposed” instead of “Fee” and needs to be corrected.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHOUGAL, WASHINGTON as follows:**

**Section I**

The portions of WMC 2.44.050, 060 and 090 are amended as identified in Exhibit A attached hereto and by this reference incorporated herein.

**Section II**

This ordinance shall take effect five (5) days after its passage, posting and publication according to law.

**PASSED** by the Council for the City of Washougal at a regular meeting this 8<sup>th</sup> day of August, 2016.

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Sean Guard, Mayor of Washougal

**ATTEST:**

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Jennifer Forsberg, Finance Director / City Clerk

**APPROVED AS TO FORM:**

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Don English, City Attorney

**2.44.050 Sale of lots and burial permits.**  SHARE

- (1) No burial will be permitted in the cemetery grounds without the issuance of a burial permit. Burial permits will be delivered to the sexton at least 12 working hours prior to burial.
- (2) Persons owning lots in the cemetery will not be permitted to sell the lots, except to the city, for the original purchase price. The city treasurer will take one-half of the money from the cemetery operating fund and one-half of the money from the perpetual care fund to buy back such lots.
- (3) Burial permits will be issued by the city through the office of the city clerk, or other city officials as the council may direct.
- (4) Funds received from the sale of lots or burial permits will be paid to the city treasurer, who will keep a record thereof, such portion shall be deposited in the cemetery fund, **with 10% being deposited into a capital fund for future cemetery needs.** (Ord. 1304 § 1, 1998; Ord. 1311 § 1, 1994; Ord. 1105 § 1 (Exh. A), 1993; Ord. 119 § 5, 1945)

**2.44.060 Trust fund for perpetual care established.**  SHARE

- (1) There is established a cemetery perpetual care trust fund.
- (2) At least 50 **25** percent of the funds received from the sale of lots shall be deposited in the cemetery perpetual care trust fund, until such time as the fund shall be of sufficient amount that the revenue received therefrom will provide ample funds for the perpetual care and keep of the cemetery.
- (3) It shall be the duty of the council to provide sufficient funds from taxation or otherwise to provide for the care and maintenance of the cemetery, if there is not sufficient income received from the trust fund for that purpose.
- (4) Public donations, and other funds received by the city for that purpose, shall be deposited in the cemetery cumulative fund.
- (5) The trust fund shall be kept by the city treasurer, and shall be open for public inspection, and audited by such committee as the council shall, from time to time, direct.
- (6) The trust fund shall be invested by the city treasurer only in the same type of bonds and investments as the city treasurer is authorized by law to invest or deposit general municipal funds.

(7) The principal of the fund shall be kept intact and not diminished. The interest therefrom shall be used for the expenses of operation, and any excess may be used for capital improvements and additions to the cemetery, or if not needed for such purposes shall be added to the principal amount.

(8) The expenditure of interest from the trust fund shall be made only on claims filed with the city clerk, and approved by the city council, and vouchers drawn by the city clerk and paid by the city treasurer. (Ord. 1105 § 1 (Exh. A), 1993; Ord. 255 § 6, 1960; Ord. 119 § 6, 1945)

#### **2.44.090 Charges for lots and services.**

<b>Service</b>	<b>Proposed Fee</b>
<b>Lots/Niche</b>	
Adult Lot	\$900
Child Lot	\$300
Infant Lot	\$150
Upright Monument Section 3 – Double Only (Washougal)	\$2,300
Creman Lot	\$200
Single Niche – Old Walls	\$700
Double Niche – Old Walls	\$1,200
Single Niche – New Walls	\$750
Double Niche – New Walls	\$1,300
Creman Garden – All-Inclusive	\$500
<b>Burial Services</b>	
Adult Casket	\$690
Child Casket	\$345
Infant Casket	\$275
Niche Wall	\$285

<b>Service</b>	<b>Proposed Fee</b>
Cremain – In Ground	\$345
Liners	
Casket – Polypropylene	\$500
Cremain – Polypropylene	\$200
Service Tents	
Canvas Tent Set Up	\$60
Pop-up Tent 10' x 10' (Each)	\$25
Marker Setting Fees	
12' x 24' or 12' x 16.5'	\$230
12' x 36'	\$265
12' x 48'	\$299
Vase (Each)	\$85
Vase Setting (Each Vase)	\$12
Monument Base Set Fee	
12' x 24'	\$265
12' x 36'	\$355
12' x 48'	\$435
Vase (Each)	\$85
Vase Setting (Each Vase)	\$12
Overtime Charges	
Saturday Full Casket Burial	\$460
Saturday Cremain Burial	\$275
Sunday Full Casket Burial	\$690
Sunday Cremain Burial	\$415

Service	Proposed Fee
Disinterment/Disinurnment	
City charges three times the cost of the type of burial that originally occurred – state disinterment permit is required – relocation inside WMC will incur additional burial and marker fees. Removal from WMC will require the proper state transit permits.	
Misc.	
Niche Inscriptions (Initial Inscription)	\$150
Second Inscription (Final Date)	\$150
Vase Block	<del>\$120</del> \$60
Marker Cleaning	\$36
Marker Removal	\$138
Sanding/Painting Vases and Housing	\$60
Staking Ground Lots (Without a Service)	Time Worked X Shop Rate
Genealogical Searches	Time Worked X Shop Rate

(Ord. 1781 § 1 (Exh. A), 2015; Ord. 1744 § 1 (Exh. A), 2013; Ord. 1643 § 1 (Exh. A), 2009; Ord. 1593 § 1, 2007; Ord. 1548 § 1 (Exh. A), 2006; Ord. 1505 § 1, 2005; Ord. 1443 § 1, 2002; Ord. 1348 § 1, 1999; Ord. 1320 § 1 (Exh. F), 1998; Ord. 1231 § 1, 1997; Ord. 1205 § 1, 1996; Ord. 1143 § 1, 1994; Ord. 1134 § 1, 1994; Ord. 1105 § 1 (Exh. A), 1993; Ord. 1050 § 1, 1991; Ord. 1009 § 1, 1990; Ord. 991 § 1, 1990; Ord. 953 § 1, 1989; Ord. 882 § 1, 1987; Ord. 860 § 1, 1986; Ord. 845 § 1, 1985; Ord. 805 § 1, 1982; Ord. 772 § 1, 1981; Ord. 731 § 1, 1979; Ord. 710 § 1, 1979; Ord. 698 § 1, 1979; Ord. 604 § 1, 1976; Ord. 543 § 1, 1975; Ord. 519 § 1, 1974; Ord. 444 § 1, 1971; Ord. 119 § 10, 1945)

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**AGENDA BILL**  
**BUSINESS OF THE CITY COUNCIL**  
**City of Washougal, Washington**  
**Bill No. 61-16**

**SUBJECT:**

An ordinance relating to transportation; assuming the Washougal Transportation Benefit District No. 1; Repealing Chapter 3.99 of the Washougal Municipal Code; providing for severability; and establishing an effective date.

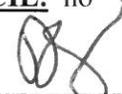
**FOR AGENDA OF:** August 8, 2016

**DEPT. OF ORIGIN:** Administration

**REVIEWED AT:** July 25, 2016 worksession.

**EXHIBITS:**

**TO BE RETURNED TO COUNCIL:** no

**APPROVED BY DEPT. HEAD:** 

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<b>EXPENDITURE REQUIRED:</b>
None

<b>BUDGETED:</b>
NA

<b>APPROPRIATION REQUIRED:</b>
NA

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**SUMMARY STATEMENT**

On April 13, 2015, the City Council adopted Ordinance No. 1776 establishing a city-wide transportation benefit district pursuant to Chapter 36.73 RCW to fund transportation projects consistent with Chapter 36.73 RCW and required City street resurfacing, preservation, maintenance and operation in a coordinated and efficient manner.

On July 1, 2015, the State Legislature passed Second Engrossed Substitute Senate Bill 5987, amending Chapter 36.73 RCW and authorizing cities to assume the rights, powers, functions, and obligations of transportation benefit districts with the same boundaries as the establishing city. Such an assumption will provide for more efficient governance of this issue.

On July 25 2016, the City Council passed Resolution No. 1120 indicating its intention to conduct a public hearing concerning the assumption of the rights, powers, functions, and obligations of the TBD, and Resolution No. 1120 was advertised pursuant to Chapter 36.73 RCW.

Staff recommends that the City Council find that the public interest and welfare will be satisfied by the City assuming the rights, powers, immunities, functions, and obligations of the TBD.

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**RECOMMENDED ACTION**

1. Hold the public hearing
2. Read the Ordinance by title only
3. Pass, post and publish the Ordinance in the usual manner.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE** relating to transportation; assuming the Washougal Transportation Benefit District No. 1; Repealing Chapter 3.99 of the Washougal Municipal Code; providing for severability; and establishing an effective date.

**WHEREAS**, the City of Washougal has the responsibility for the improvement, maintenance, repair, rehabilitation, protection and operation of public streets and ways within the corporate limits of the City; and

**WHEREAS**, on April 13, 2015, the City Council adopted Ordinance No. 1776 establishing a city-wide transportation benefit district pursuant to Chapter 36.73 RCW to fund transportation projects consistent with Chapter 36.73 RCW and required City street resurfacing, preservation, maintenance and operation in a coordinated and efficient manner (“Washougal Transportation Benefit District No. 1” or “the TBD”); and

**WHEREAS**, on July 1, 2015, the State Legislature passed Second Engrossed Substitute Senate Bill 5987, amending Chapter 36.73 RCW and authorizing cities to assume the rights, powers, functions, and obligations of transportation benefit districts with the same boundaries as the establishing city; and

**WHEREAS**, on July 25 2016, the City Council passed Resolution No. ##### indicating its intention to conduct a public hearing concerning the assumption of the rights, powers, functions, and obligations of the TBD; and

**WHEREAS**, Resolution No. 1120 was advertised pursuant to Chapter 36.73 RCW; and

**WHEREAS**, on August 8, 2016, a public hearing was held by the City Council to consider the proposed assumption of the rights, powers, functions, and obligations of the TBD; and

**WHEREAS**, the City Council has determined that the public interest and welfare will be satisfied by the City assuming the rights, powers, immunities, functions, and obligations of the TBD;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Washougal as follows:

**SECTION I**

The City of Washougal does hereby assume the rights, powers, immunities, functions, and obligations of the Washougal Transportation Benefit District No.1 and is hereby vested with every right, power, immunity, function, and obligation currently granted to or possessed by the TBD. The City Council of the City of Washougal is hereby vested with all rights, powers, immunities,

functions, and obligations otherwise vested by law in the governing board of the TBD as defined by Section 12.29.020 of the Washougal Municipal Code (“WMC”).

SECTION II

The Washougal Transportation Benefit District No.1 established pursuant to Section 3.99.020 WMC, and the TBD governing board as defined by Section 3.99.030 WMC, are hereby abolished.

SECTION III

Washougal Municipal Code Chapter 3.99, entitled “Washougal Transportation Benefit District No.1,” is hereby repealed in its entirety.

SECTION IV

Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

SECTION V

This ordinance shall take effect five days after its passage, posting and publication according to the law.

PASSED by the Council of the City of Washougal at a regular meeting this 8<sup>th</sup> day of **August 2016**.

City of Washougal, Washington

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Director/City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney