

**CITY OF WASHOUGAL
CITY COUNCIL AGENDA
Monday, September 26, 2016
7:00 P.M.**

- I. **INVOCATION** – Mike Hansen
- II. **CALL TO ORDER**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **ROLL CALL**
- V. **AMENDMENTS TO THE AGENDA**
- VI. **OATH OF OFFICE** – Casey Handley, Police Officer
- VII. **PROCLAMATIONS**
 - A. National Disability Employment Awareness Month
 - B. Manufacturing Month
 - C. Breast Cancer Awareness Month
- VIII. **PUBLIC COMMENTS**
- IX. **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 September 12, 2016
 - B. Council Minutes of September 12, 2016
 - C. Accounts Payable 70505-70592 and V347, Totaling \$430,245.58
 - D. Payroll Claims 9906-9909 & V18708-V18767, Totaling \$202,059.24
 - E. Agenda Bill #72-16 – Set Public Hearing: Community Development Block Grant (CDBG) Sidewalk Projects – 32nd to 34th Street/A Street and B Street Proposed Improvements
 - F. Agenda Bill #73-16 – Authorize the Mayor to Sign: Professional Services Agreement with BergerABAM for Town Center Transportation Plan
 - G. Agenda Bill #74-16 – Authorize the Mayor to Sign: Professional Services Agreement with Maul, Foster and Alongi for Schmid Family Park Environmental Services
 - H. Agenda Bill #75-16 – Authorize the Mayor to Sign: Interlocal Agreement with Clark County re: Records Management System
- X. **NEW BUSINESS**
 - A. Agenda Bill #76-16 – Emergency Utility Assistance
 - B. Agenda Bill #77-16 – Public Hearing: Woodburn Hill Subarea Development Moratorium
 - C. Agenda Bill #78-16 – Ordinance: 2016 Supplemental Budget
 - D. Budget Discussion carry over from Workshop (*if needed*)
- XI. **PUBLIC COMMENTS**
- XII. **MAYOR’S REPORT**
- XIII. **COUNCILMEMBER COMMENTS**
- XIV. **ADJOURNMENT**

Upcoming Meetings – Please check the city website at <http://www.cityofwashougal.us> for up to date meeting information, agendas & full packets.

| | | |
|---|---|---|
| Monday, October 10, 2016 – Workshop @ 5:00 pm | Monday, October 24, 2016 – Workshop @ 5:00 pm | Monday, November 7, 2016 – Workshop @ 5:00 pm |
| Monday, October 10, 2016 – Council @ 7:00 pm | Monday, October 24, 2016 – Council @ 7:00 pm | Monday, November 7, 2016 – Council @ 7:00 pm |



AGENDA LOCATION
IX.A.

CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP MINUTES
Monday, September 12, 2016
5:00 PM

I. CALL TO ORDER

Mayor Sean Guard called the meeting to order at 5:00 PM.

II. ROLL CALL

Present: Brent Boger, Michelle Wagner, Paul Greenlee, Joyce Lindsay, Jennifer McDaniel, Dave Shoemaker, and Dan Coursey

Staff: David Scott, City Administrator
Trevor Evers, Public Works Director
Jennifer Forsberg, City Clerk/Finance Director
Rob Charles, City Engineer
Shannon Olson, Senior Analyst
Ron Mitchell, Police Chief
Rose Jewell, Assist. to Mayor and City Administrator

Press: Dawn Feldhaus, Camas/Washougal Post Record

III. PUBLIC COMMENTS

None

IV. NEW BUSINESS

A. PSA with BergerABAM for Town Center Transportation Plan

Rob Charles, City Engineer and **Dan Shaffer**, with BergerABAM, presented exciting conditions, background information, project goals and approach as well as conclusions. The scope of work was reviewed. This item will on the September 26th council agenda.

B. Campen Creek Emergency Culvert Repair Construction (see Council Packet)

Rob Charles presented the background, photos and the project plan. No bids were received. Green Construction was contacted for the work. Due to the time constraints this item is on tonight's council's consent agenda.

C. PSA with Maul Foster & Alongi, Inc for Schmid Family Park Environmental Services

Mayor Guard announced that he signed the closing documents earlier in the day and the land acquisition transaction is anticipated to closed tomorrow. **David Scott** explained the Dept. of Ecology required monitoring and the associated agreement. Discussion ensued regarding the process, duration, and risk management. This item will be on the consent agenda in two weeks.

D. 2016 Supplemental Budget

Jennifer Forsberg presented the amendments to Community Development and Cemetery Fund, Parks Capital Fund 350, Utility Debt Payments Funds 401 & 413, REET Fund 104 & 106, ERR Correction, Utility Assistance Transfer, and next steps.

Ordinance will be on the September 26th agenda.

E. 2017 Budget Information - Police / Public Works

Jennifer Forsberg and Ron Mitchell presented the overall Police budget through 2016/2017 comparison for animal control, judicial fund, drug fund, and project highlights. A new Police officers will start on 17th. How drug houses are handled and future law enforcement needs was discussed.

Jennifer Forsberg and Trevor Evers presented the Public Works Budget Presentation Part 1. council priorities.

Due to time constraints the remainder of the presentation was carried over to the Council meeting.

V. PUBLIC COMMENTS

None

VI. MAYOR'S REPORT

None

VII. COUNCILMEMBER COMMENTS

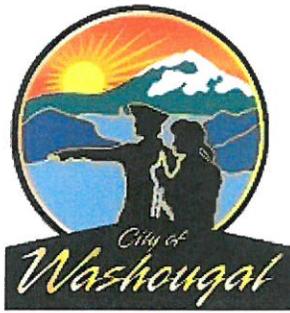
None

VIII. ADJOURNMENT

Workshop ended at 6:33.

Mayor

City Clerk



**CITY OF WASHOUGAL
CITY COUNCIL REGULAR MEETING
MINUTES
Monday, September 12, 2016
7:00 PM**

I. INVOCATION - Dan Durringer

II. CALL TO ORDER

Mayor Pro Tem Boger called the meeting to order at 7:02 pm.

III. PLEDGE OF ALLEGIANCE

Led by Boy Scout Troop 549.

IV. ROLL CALL

Present: Mayor Pro Tem Brent Boger, Michelle, Wagner, Paul Greenlee, Joyce, Lindsay, Jennifer McDaniel, Dave Shoemaker, and Dan Coursey

Absent: Mayor Sean Guard

David Scott, City Administrator
Kenneth Woodrich, City Attorney
Trevor Evers, Public Works Director
Jennifer Forsberg, City Clerk/Finance Director
Ron Mitchell, Police Chief
Shannon Olsen, Senior Analyst
Sherry Montgomery, Code Enforcement Officer
Rose Jewell, Assist. to Mayor and City Administrator

Attendees: Dawn Feldhaus, Camas-Washougal Post Record

V. AMENDMENTS TO THE AGENDA

None

VI. PROCLAMATIONS - Constitution Week

Mayor Pro Tem Boger read the proclamation in its entirety.

VII. PUBLIC COMMENTS

Karen Rezabek presented information on green spaces, housing density and landscaping in neighborhoods.

Phil McCarther read a petition statement signed by numerous neighbors into the record and spoke to a parcel with wetlands in the neighborhood.

Chuck Miller thanked Council for the permanent banning of marijuana production and retail sales. He presented Council members with certificates from the Washington Citizens for

Responsible Government.

David Scott conveyed planning information compiled by Mitch Kneipp, Community Development Director, regarding the wetland issues raised during the meeting

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.

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

- A. Special Workshop Minutes of August 29, 2016
- B. Special Council Minutes of August 29, 2016
- C. Accounts Payable 70415-70504 & V336-V346, Totaling \$2,222,735.27
- D. Payroll Claims 9892-9905 & V18624-V18707, Totaling \$472,635.57
- E. Authorize the Mayor to Sign: Contract Campen Creek Emergency Culvert Repair 69-16

IX. NEW BUSINESS

- A. Emergency Utility Assistance

David Scott presented the staff report and the recommended action.

Motion: To authorize the transfer of funds to the customer(s) utility account. Greenlee/Lindsay

Motion passed.

- B. Ordinance: Amendments to WMC 09.84 (Marijuana) and WMC 9.60.080 (Alcohol in the Parks)

Ron Mitchell presented the staff report and the recommended action.

Unanimous consent to read the ordinance by title only. Greenlee No objections.

Kenneth Woodrich read the ordinance by title only.

The proposed ordinance was supported by the Public Safety Committee.

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

Motion passed.

- C. 2017 Budget Information – Police/Public Works (carry over from council as needed)

Jennifer Forsberg continued the Public Works budget presentation carried over from the workshop, which included Water/Sewer operation and maintenance, Stormwater, Park Capital Fund, and next steps.

X. PUBLIC COMMENTS

Dennis Helland inquired about the stormwater regulation.

Dan Durringer commended Council for its decision on the marijuana ban. He brought forward his concerns with the commercialization of marijuana and asked Council to consider regulations.

Council member Shoemaker asked that this item be on a future workshop agenda.

Council member Greenlee shared information on Representative Paul Harris efforts regarding age related substance use regulations.

XI. MAYOR'S REPORT

None

XII. COUNCILMEMBER COMMENTS

Council member Wagner announced the next Park Board meeting 9/7 at 3:30. Future meetings occur on the 1st Wednesday at 3:30.

Council member Greenlee gave an update from the Regional Transportation Council. Next meeting will be held on 10/4 on the 6th floor County building. UNITE Community Coalition received a Drug Free Communities Grant in the amount of 125K annually for five years to use throughout the Washougal Community. Next meeting 4th Thursday of the month at 4:30.

Council member Lindsay reminded Council of the Thursday's Ad Hoc Committee meeting at 4:30.

Council member Boger noted next weeks meeting with the DWA and CWEDA meeting on Thursday.

Council member McDaniel there will be no chamber board meeting this month, however, the month luncheon will be this Thursday. Girls Night Out, benefits breast cancer awareness on the 22nd in downtown Camas. The Waterfront Park Grand Opening will be on 9/23 at 2.

Council member Shoemaker noted that the next public safety meeting will be in October.

Council member Coursey gave an update from the Camas-Washougal Port Commission meeting.

XIII. ADJOURNMENT

Meeting adjourned at 8:10 pm. Boger

Mayor

City Clerk

Draft

AGENDA LOCATION IX.C.

SUNGARD HTE
DATE: 09/14/2016
TIME: 14:31:47

CITY OF WASHOUGAL
CHECK REGISTER

PAGE NUMBER: 1
VENCHK11
ACCOUNTING PERIOD: 9/16

FUND - 801 - DISBURSEMENT CLEARING ACC

| CHECK NUMBER | CASH ACCT | DATE ISSUED | VENDOR | ACCT | DESCRIPTION | AMOUNT |
|--------------|-----------|-------------|---------------------------|---------|---------------------------|------------|
| 70538 | 1111 | 09/14/16 | ACRANET | 5041 | BACKGROUND CHECKS | 40.00 |
| 70539 | 1111 | 09/14/16 | AG ENTERPRISE SUPPLY INC | 5036 | AES-500 SKID - 500 GALLON | 2,190.70 |
| 70539 | 1111 | 09/14/16 | AG ENTERPRISE SUPPLY INC | 5035 | AES-500 SKID - 500 GALLON | 3,000.00 |
| 70539 | 1111 | 09/14/16 | AG ENTERPRISE SUPPLY INC | 5064 | AES-500 SKID - 500 GALLON | 3,573.59 |
| 70539 | 1111 | 09/14/16 | AG ENTERPRISE SUPPLY INC | 5036 | TAX ON #16000138 | 736.20 |
| | | | TOTAL CHECK | | | 9,500.49 |
| 70540 | 1111 | 09/14/16 | ALPHA READY MIX | 5036 | 3000 PSI W/A E 90 | 760.97 |
| 70541 | 1111 | 09/14/16 | AMEX PRODUCT INC | 5041 | ESCREE PRE-EMPLOYMENT | 32.50 |
| 70542 | 1111 | 09/14/16 | ANGELA RIDGWAY | 5041 | ART FEST BOOST FB | 65.00 |
| 70543 | 1111 | 09/14/16 | ART&T MOBILITY | 5042 | SVC 07/28-08/27 | 459.23 |
| 70543 | 1111 | 09/14/16 | ART&T MOBILITY | 5042 | SVC 07/28-08/27 | 786.92 |
| 70543 | 1111 | 09/14/16 | ART&T MOBILITY | 5042 | SVC 07/28-08/27 | 875.75 |
| 70543 | 1111 | 09/14/16 | ART&T MOBILITY | 5042 | SVC 07/28-08/27 | 122.22 |
| 70543 | 1111 | 09/14/16 | ART&T MOBILITY | 5042 | SVC 07/28-08/27 | 122.22 |
| 70543 | 1111 | 09/14/16 | ART&T MOBILITY | 5042 | SVC 07/28-08/27 | 128.29 |
| 70543 | 1111 | 09/14/16 | ART&T MOBILITY | 5042 | SVC 07/28-08/27 | 205.52 |
| 70543 | 1111 | 09/14/16 | ART&T MOBILITY | 5042 | SVC 07/28-08/27 | 12.56 |
| 70543 | 1111 | 09/14/16 | ART&T MOBILITY | 5042 | SVC 07/28-08/27 | 38.59 |
| 70543 | 1111 | 09/14/16 | ART&T MOBILITY | 5042 | SVC 07/28-08/27 | 81.87 |
| 70543 | 1111 | 09/14/16 | ART&T MOBILITY | 5042 | SVC 07/28-08/27 | 87.44 |
| | | | TOTAL CHECK | | | 2,920.61 |
| 70544 | 1111 | 09/14/16 | BERGER/ABAM ENGINEERING | 5041 | NW URBAN GROWTH AREA | 13,460.93 |
| 70545 | 1111 | 09/14/16 | BLUMENTHAL UNIFORMS | 5023 | SERGEANT CHEVRONS 3" | 71.49 |
| 70546 | 1111 | 09/14/16 | BRATWEAR | 5023 | JUMPSUIT, BADGE, ETC | 491.59 |
| 70546 | 1111 | 09/14/16 | BRATWEAR | 5023 | REMOVE NAME, NEW NAME | 28.73 |
| | | | TOTAL CHECK | | | 520.32 |
| 70547 | 1111 | 09/14/16 | BSK ASSOCIATES | 5041 | COLIFORM, EX-RADIUM | 714.00 |
| 70548 | 1111 | 09/14/16 | CDM CAREGIVING SERVICES | 5041 | WEIRD BEER FESTIVAL | 4,000.00 |
| 70549 | 1111 | 09/14/16 | CHEERYL & HARRISON MARTIN | 3430000 | 008404-00 RFD OVRPMT | 20.25 |
| 70550 | 1111 | 09/14/16 | CHRIS SICILIA | 5041 | 3RD ANN'L NW CHALLENG | 2,494.65 |
| 70551 | 1111 | 09/14/16 | CITY OF CANAS | 5041 | SEPT 16 SHARED EMS | 230,437.92 |
| 70551 | 1111 | 09/14/16 | CITY OF CANAS | 5063 | SEPT 16 SHARED EMS | 2,251.08 |
| | | | TOTAL CHECK | | | 232,689.00 |
| 70552 | 1111 | 09/14/16 | CLARK CO AUDITOR | 5149 | GIS PREMIUM WEBSITE | 1,300.80 |
| 70553 | 1111 | 09/14/16 | COLUMBIA LITHO, INC | 5031 | GEOFF, CHRIS, CASEY B.C | 125.74 |
| 70554 | 1111 | 09/14/16 | THE COLUMBIAN | 5044 | NOTICE OF APPLICATION | 153.93 |
| 70554 | 1111 | 09/14/16 | THE COLUMBIAN | 5044 | SPECIAL WORKSHOP | 57.17 |
| | | | TOTAL CHECK | | | 211.10 |
| 70555 | 1111 | 09/14/16 | COPY TRONIX | 5041 | OVERAGE 5/18-8/17 | 451.98 |

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 CHECK REGISTER

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FUND - 801 - DISBURSEMENT CLEARING ACC

| CHECK NUMBER | CASH ACCT | DATE ISSUED | VENDOR | ACCT | DESCRIPTION | AMOUNT |
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| 70556 | 1111 | 09/14/16 | DAVE & JESSICA PERKINS | 3430000 | 002058-00 RFD OVRPMT | 69.86 |
| 70557 | 1111 | 09/14/16 | DELORES & JAMES GOBLE | 3430000 | 008171-00 RFD OVRPMT | 133.71 |
| 70558 | 1111 | 09/14/16 | DEPT OF LICENSING | 5049 | CONCEALED PISTOL LICCS | 18.00 |
| 70558 | 1111 | 09/14/16 | DEPT OF LICENSING | 5049 | CONCEALED PISTOL LICCS | 18.00 |
| 70558 | 1111 | 09/14/16 | DEPT OF LICENSING | 5049 | CONCEALED PISTOL LICCS | 18.00 |
| 70558 | 1111 | 09/14/16 | DEPT OF LICENSING | 5049 | CONCEALED PISTOL LICCS | 18.00 |
| 70558 | 1111 | 09/14/16 | DEPT OF LICENSING | 5049 | CONCEALED PISTOL LICCS | 18.00 |
| 70558 | 1111 | 09/14/16 | DEPT OF LICENSING | 5049 | CONCEALED PISTOL LICCS | 18.00 |
| 70558 | 1111 | 09/14/16 | DEPT OF LICENSING | 5049 | CONCEALED PISTOL LICCS | 18.00 |
| 70558 | 1111 | 09/14/16 | DEPT OF LICENSING | 5049 | CONCEALED PISTOL LICCS | 18.00 |
| 70558 | 1111 | 09/14/16 | DEPT OF LICENSING | 5049 | CONCEALED PISTOL LICCS | 18.00 |
| 70558 | 1111 | 09/14/16 | DEPT OF LICENSING | 5049 | CONCEALED PISTOL LICCS | 18.00 |
| TOTAL CHECK | | | | | | 198.00 |
| 70559 | 1111 | 09/14/16 | DEPT OF RETIREMENT SYSTEM | 5021 | CHARLES LADD PENSION | 255.22 |
| 70560 | 1111 | 09/14/16 | FRONTIER | 5042 | SVC 9/4-10/3 | 293.28 |
| 70561 | 1111 | 09/14/16 | H. D. FOWLER COMPANY | 5048 | BRASS TOP SCREW | 133.94 |
| 70562 | 1111 | 09/14/16 | HARTCROWSHR INC | 5063 | GEOTECH SVCS FOR HATHAWAY | 813.25 |
| 70563 | 1111 | 09/14/16 | HI-WAY FUEL | 5048 | ACCESSORY | 6.49 |
| 70563 | 1111 | 09/14/16 | HI-WAY FUEL | 5048 | BATTERY | 86.71 |
| 70563 | 1111 | 09/14/16 | HI-WAY FUEL | 5048 | BRKING INSPECTON | 199.95 |
| 70563 | 1111 | 09/14/16 | HI-WAY FUEL | 5048 | L/O/F | 33.15 |
| 70563 | 1111 | 09/14/16 | HI-WAY FUEL | 5048 | L/O/F | 37.92 |
| 70563 | 1111 | 09/14/16 | HI-WAY FUEL | 5048 | L/O/F | 21.67 |
| 70563 | 1111 | 09/14/16 | HI-WAY FUEL | 5048 | L/O/F | 29.27 |
| 70563 | 1111 | 09/14/16 | HI-WAY FUEL | 5048 | RMV & RPLC ALTERNATOR | 392.10 |
| 70563 | 1111 | 09/14/16 | HI-WAY FUEL | 5048 | RPLC MELTED HEADLAMP | 82.04 |
| 70563 | 1111 | 09/14/16 | HI-WAY FUEL | 5048 | TIRE REPAIR | 21.68 |
| 70563 | 1111 | 09/14/16 | HI-WAY FUEL | 5032 | FUEL | 325.38 |
| 70563 | 1111 | 09/14/16 | HI-WAY FUEL | 5032 | FUEL | 2,505.88 |
| TOTAL CHECK | | | | | | 3,742.24 |
| 70564 | 1111 | 09/14/16 | INTEGRA TELECOM | 5042 | SVC 08/11-09/07 | 149.92 |
| 70565 | 1111 | 09/14/16 | JANICE FERGUSON | 5041 | ART FESTIVAL | 79.59 |
| 70566 | 1111 | 09/14/16 | JOYCE LINDSAY | 5041 | ART FESTIVAL | 101.00 |
| 70567 | 1111 | 09/14/16 | L.N. CURTIS & SONS | 5023 | MEDIUM S/S SHIRT | 72.62 |
| 70567 | 1111 | 09/14/16 | L.N. CURTIS & SONS | 5023 | TWILL PANTS | 119.22 |
| 70567 | 1111 | 09/14/16 | L.N. CURTIS & SONS | 5023 | PATCHES, UNIFORMS | 261.03 |
| TOTAL CHECK | | | | | | 452.87 |
| 70568 | 1111 | 09/14/16 | MARSI KEARNEY | 3430000 | 004452-00 RFD OVRPMT | 183.53 |
| 70569 | 1111 | 09/14/16 | MEALS ON WHEELS PEOPLE | 5036 | ROUND FOLDING TABLES | 1,200.00 |
| 70570 | 1111 | 09/14/16 | MEGHAN SCHULTZ | 5041 | AUG CONSULTING SVCS | 393.75 |

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 CHECK REGISTER

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FUND - 801 - DISBURSEMENT CLEARING ACC

| CHECK NUMBER | CASH ACCT | DATE ISSUED | VENDOR | ACCT | DESCRIPTION | AMOUNT |
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| 70571 | 1111 | 09/14/16 | NORTHWEST STAFFING RESOUR | 5041 | WK END 9/11 D.TERNEY | 544.00 |
| 70571 | 1111 | 09/14/16 | NORTHWEST STAFFING RESOUR | 5041 | WK END 9/11 M.WILLIAM | 544.00 |
| | TOTAL CHECK | | | | | 1,088.00 |
| 70572 | 1111 | 09/14/16 | PACIFIC OFFICE AUTOMATION | 5045 | 552 OVERAGE | 536.86 |
| 70573 | 1111 | 09/14/16 | PAUL LEWIS | 5041 | SVC & FEE REVIEW | 1,265.00 |
| 70574 | 1111 | 09/14/16 | PAVING MAINTENANCE SUPPLY | 5063 | CRACK SEAL | 2,937.75 |
| 70575 | 1111 | 09/14/16 | PETER A. WEISS | 5041 | ADMIN, SCORING, RPRT | 587.83 |
| 70576 | 1111 | 09/14/16 | PITNEY BOWES GLOBAL FINAN | 5045 | SVC 06/30-09/29 | 179.71 |
| 70577 | 1111 | 09/14/16 | PRESTIGE ELECTRIC LLC | 5041 | INSTALL ULTRA SONIC | 781.56 |
| 70577 | 1111 | 09/14/16 | PRESTIGE ELECTRIC LLC | 5041 | TRELSHT MIXER DITCH | 390.78 |
| 70577 | 1111 | 09/14/16 | PRESTIGE ELECTRIC LLC | 5041 | CHK AMPERAGE | 104.06 |
| | TOTAL CHECK | | | | | 1,276.40 |
| 70578 | 1111 | 09/14/16 | QUALITY MOBILECOMM | 5048 | PROBLEM W/DATA RADIO | 292.68 |
| 70579 | 1111 | 09/14/16 | RJM EQUIPMENT SALES LLC | 5048 | VIDEO CARD, BATTERY | 651.48 |
| 70580 | 1111 | 09/14/16 | SHERWIN-WILLIAMS | 5036 | 5 GAL PAINT | 523.43 |
| 70580 | 1111 | 09/14/16 | SHERWIN-WILLIAMS | 5036 | PAINT | 351.23 |
| | TOTAL CHECK | | | | | 874.66 |
| 70581 | 1111 | 09/14/16 | STERICYCLE, INC. | 5047 | ON-CALL | 10.36 |
| 70582 | 1111 | 09/14/16 | SYMBOL ARTS, LLC | 5041 | BADGE | 110.00 |
| 70583 | 1111 | 09/14/16 | THE GORGE MAGAZINE | 5044 | ADVERTISING AGREEMNT | 691.25 |
| 70584 | 1111 | 09/14/16 | THEO GOMEZ | 5449 | CERT EXAM | 165.00 |
| 70584 | 1111 | 09/14/16 | THEO GOMEZ | 5449 | CERT EXAM | 285.00 |
| | TOTAL CHECK | | | | | 450.00 |
| 70585 | 1111 | 09/14/16 | TRANSUNION RISK AND ALTER | 5051 | PERSON SEARCH | 25.00 |
| 70586 | 1111 | 09/14/16 | TRI-TECH FORENSICS | 5048 | DIAGNOSTIC | 936.58 |
| 70587 | 1111 | 09/14/16 | UNITED PARCEL SERVICE | 5041 | SHIPPING | 30.35 |
| 70587 | 1111 | 09/14/16 | UNITED PARCEL SERVICE | 5041 | SHIPPING | 57.70 |
| | TOTAL CHECK | | | | | 88.05 |
| 70588 | 1111 | 09/14/16 | VERDE SERVICES, INC | 5021 | DENTAL REIM ALD/GAR | 120.00 |
| 70589 | 1111 | 09/14/16 | VERIZON WIRELESS | 5042 | 371853814-00001 | 480.12 |
| 70590 | 1111 | 09/14/16 | VWR INTERNATIONAL | 5036 | GLOVES | 508.65 |
| 70591 | 1111 | 09/14/16 | WALLIS ENGINEERING | 5041 | 2016 DEVELOPMENT RVW | 373.00 |
| 70591 | 1111 | 09/14/16 | WALLIS ENGINEERING | 5041 | MAIN ST MIXED USE BLD | 331.44 |
| 70591 | 1111 | 09/14/16 | WALLIS ENGINEERING | 5041 | FIFESA GRADING PERMIT | 52.00 |
| 70591 | 1111 | 09/14/16 | WALLIS ENGINEERING | 5041 | SALVATION ARMY SITE | 208.00 |

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DATE: 09/14/2016
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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 | |
|--------------|-----------|-------------|--------|-------------------------|-------------|-------------------|------------|
| 70592 | 1111 | 09/14/16 | 826 | WASHINGTON STATE PATROL | 5051 | BACKGROUND CHECKS | 200.25 |
| TOTAL CHECK | | | | | | | 964.44 |
| TOTAL FUND | | | | | | | 291,855.06 |
| TOTAL REPORT | | | | | | | 291,855.06 |

SUNGARD HTE
 DATE: 09/14/2016
 TIME: 14:43:05

CITY OF WASHOUGAL
 VOUCHER REGISTER

PAGE NUMBER: 1
 VENCHK11
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FUND - 801 - DISBURSEMENT CLEARING ACC

| CHECK NUMBER | CASH ACCT | DATE ISSUED | VENDOR | ACCT | DESCRIPTION | AMOUNT |
|---------------|-----------|-------------|------------|------|-----------------------|----------|
| V347 | 1111 | 09/14/16 | WF PAYMENT | 5049 | CREDIT FOR EDUCATOR 1 | -381.30 |
| V347 | 1111 | 09/14/16 | WF PAYMENT | 5031 | FOLDING TABLES | 1,190.17 |
| V347 | 1111 | 09/14/16 | WF PAYMENT | 5049 | PIZZA FOR BUDGET MTG | 5.05 |
| V347 | 1111 | 09/14/16 | WF PAYMENT | 5049 | PIZZA FOR BUDGET MTG | 5.06 |
| V347 | 1111 | 09/14/16 | WF PAYMENT | 5049 | PIZZA FOR BUDGET MTG | 5.06 |
| V347 | 1111 | 09/14/16 | WF PAYMENT | 5049 | PIZZA FOR BUDGET MTG | 5.06 |
| V347 | 1111 | 09/14/16 | WF PAYMENT | 5049 | PIZZA FOR BUDGET MTG | 5.06 |
| V347 | 1111 | 09/14/16 | WF PAYMENT | 5049 | PIZZA FOR BUDGET MTG | 5.06 |
| V347 | 1111 | 09/14/16 | WF PAYMENT | 5049 | REFUND OVERLIMIT FEE | -39.00 |
| V347 | 1111 | 09/14/16 | WF PAYMENT | 5043 | S. GUARD HOTEL, | 405.52 |
| V347 | 1111 | 09/14/16 | WF PAYMENT | 5043 | S. GUARD HOTEL PRKG | 21.90 |
| TOTAL VOUCHER | | | | | | 1,227.64 |
| TOTAL FUND | | | | | | 1,227.64 |
| TOTAL REPORT | | | | | | 1,227.64 |

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FUND - 801 - DISBURSEMENT CLEARING ACC

| CHECK NUMBER | CASH ACCT | DATE ISSUED | VENDOR | ACCT | DESCRIPTION | AMOUNT |
|--------------|-----------|-------------|---------------------------|------|---------------------------|-----------|
| 70505 | 1111 | 09/08/16 | BERGER/ABAM ENGINEERING | 5041 | COLUMBIA RIVER TRAIL DEST | 5,010.26 |
| 70505 | 1111 | 09/08/16 | BERGER/ABAM ENGINEERING | 5041 | COLUMBIA RIVER TRAIL DEST | 29,312.79 |
| 70505 | 1111 | 09/08/16 | BERGER/ABAM ENGINEERING | 5041 | EVERGREEN WAY BUS MAINTEN | 4,957.76 |
| | TOTAL | CHECK | | | | 39,280.81 |
| 70506 | 1111 | 09/08/16 | BI-MART CORPORATION | 5036 | GATORADE | 14.69 |
| 70506 | 1111 | 09/08/16 | BI-MART CORPORATION | 5048 | JUMPER CABLES, BRAKE | 352.81 |
| 70506 | 1111 | 09/08/16 | BI-MART CORPORATION | 5036 | POWERADE | 1.99 |
| 70506 | 1111 | 09/08/16 | BI-MART CORPORATION | 5036 | POWERADE | 1.99 |
| 70506 | 1111 | 09/08/16 | BI-MART CORPORATION | 5036 | POWERADE | 2.65 |
| 70506 | 1111 | 09/08/16 | BI-MART CORPORATION | 5036 | POWERADE | 4.42 |
| 70506 | 1111 | 09/08/16 | BI-MART CORPORATION | 5036 | POWERADE | 4.43 |
| 70506 | 1111 | 09/08/16 | BI-MART CORPORATION | 5031 | POWERADE | 6.63 |
| 70506 | 1111 | 09/08/16 | BI-MART CORPORATION | 5035 | PRESSURE WASHER | 151.73 |
| | TOTAL | CHECK | | | | 541.34 |
| 70507 | 1111 | 09/08/16 | CESSCO, INC | 5035 | HONDA GENERATOR | 991.86 |
| 70507 | 1111 | 09/08/16 | CESSCO, INC | 5048 | AIR FILTER | 120.32 |
| 70507 | 1111 | 09/08/16 | CESSCO, INC | 5048 | PRESSURE WASH HOSE | 67.13 |
| | TOTAL | CHECK | | | | 1,179.31 |
| 70508 | 1111 | 09/08/16 | CLARK CO AUDITOR | 5041 | JEMETEGARD TRL IMPRO | 200.00 |
| 70508 | 1111 | 09/08/16 | CLARK CO AUDITOR | 5041 | JEMETEGARD TRL IMPRO | 536.00 |
| | TOTAL | CHECK | | | | 736.00 |
| 70509 | 1111 | 09/08/16 | CLARK COUNTY TREASURER | 5049 | SCHL IMPACT FEE-CAMA | 10,742.00 |
| 70509 | 1111 | 09/08/16 | CLARK COUNTY TREASURER | 5049 | SCHL IMPACT FEE-WASH | 25,083.00 |
| | TOTAL | CHECK | | | | 35,825.00 |
| 70510 | 1111 | 09/08/16 | CLARK PUBLIC UTILITIES | 5047 | AUGUST ELECTRICITY | 97.46 |
| 70510 | 1111 | 09/08/16 | CLARK PUBLIC UTILITIES | 5047 | AUGUST ELECTRICITY | 1,407.72 |
| 70510 | 1111 | 09/08/16 | CLARK PUBLIC UTILITIES | 5047 | AUGUST ELECTRICITY | 7,181.04 |
| 70510 | 1111 | 09/08/16 | CLARK PUBLIC UTILITIES | 5047 | AUGUST ELECTRICITY | 9,687.83 |
| 70510 | 1111 | 09/08/16 | CLARK PUBLIC UTILITIES | 5047 | AUGUST ELECTRICITY | 11,685.73 |
| | TOTAL | CHECK | | | | 30,059.78 |
| 70511 | 1111 | 09/08/16 | CODE PUBLISHING COMPANY | 5341 | MUNICIPAL CODE UPDATE | 1,277.28 |
| 70512 | 1111 | 09/08/16 | THE COLUMBIAN | 5044 | ORD #1804, 1805, 1806 | 76.97 |
| 70512 | 1111 | 09/08/16 | THE COLUMBIAN | 5044 | ORDINANCE #1807 | 62.75 |
| 70512 | 1111 | 09/08/16 | THE COLUMBIAN | 5044 | AD HOC COMM MTG | 28.59 |
| | TOTAL | CHECK | | | | 168.31 |
| 70513 | 1111 | 09/08/16 | THE COLUMBIAN | 5149 | 1 YR SUB ACCT #349721 | 48.00 |
| 70514 | 1111 | 09/08/16 | DAN'S TOP NOTCH SHEET MET | 5041 | EXEC OFFICE DIAGNOSTI | 146.34 |
| 70514 | 1111 | 09/08/16 | DAN'S TOP NOTCH SHEET MET | 5041 | RPLC 20X20 FILTER | 209.24 |
| | TOTAL | CHECK | | | | 355.58 |
| 70515 | 1111 | 09/08/16 | DKS ASSOCIATES | 5063 | PSA WITH DKS FOR THE ACTI | 2,024.35 |
| 70516 | 1111 | 09/08/16 | FASTENAL COMPANY | 5036 | 12MM LONG ARM HEX KEY | 2.91 |
| 70516 | 1111 | 09/08/16 | FASTENAL COMPANY | 5036 | 1/2"X6" MX4 SDS | 68.68 |
| | TOTAL | CHECK | | | | 71.59 |
| 70517 | 1111 | 09/08/16 | FCS GROUP | 5041 | STORMWATER RATE STUDY CON | 3,805.00 |

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| CHECK NUMBER | CASH ACCT | DATE ISSUED | VENDOR | ACCT | DESCRIPTION | AMOUNT |
|--------------|-----------|-------------|---------------------------|------|-----------------------|----------|
| 70518 | 1111 | 09/08/16 | FRESH AIR AIR FRESHENERS | 5036 | DEODORIZING SVC | 126.00 |
| 70519 | 1111 | 09/08/16 | G.W. DEAL, INC | 5036 | LITTLE HENRY ITEAS | 173.44 |
| 70520 | 1111 | 09/08/16 | GENERAL PACIFIC INC | 5048 | DFW DFW486WBC4 BODY | 3,095.90 |
| 70521 | 1111 | 09/08/16 | HONEY BUCKET | 5045 | WEEKLY UNIT | 200.00 |
| 70521 | 1111 | 09/08/16 | HONEY BUCKET | 5045 | WEEKLY UNIT | 88.52 |
| 70521 | 1111 | 09/08/16 | HONEY BUCKET | 5045 | WEEKLY UNITS | 297.00 |
| 70521 | 1111 | 09/08/16 | HONEY BUCKET | 5045 | WEEKLY UNIT | 200.00 |
| 70521 | 1111 | 09/08/16 | HONEY BUCKET | 5045 | WEEKLY UNIT | 298.00 |
| TOTAL CHECK | | | | | | 1,083.52 |
| 70522 | 1111 | 09/08/16 | LUTZ HARDWARE | 5036 | 20W BULB | 8.66 |
| 70522 | 1111 | 09/08/16 | LUTZ HARDWARE | 5036 | BUILDERS HARDWARE | 82.99 |
| 70522 | 1111 | 09/08/16 | LUTZ HARDWARE | 5036 | FOAM COVER, BRUSH SET | 58.62 |
| 70522 | 1111 | 09/08/16 | LUTZ HARDWARE | 5036 | NUTS & BOLTS, ROPE | 32.41 |
| TOTAL CHECK | | | | | | 182.68 |
| 70523 | 1111 | 09/08/16 | MILLER NASH ATTORNEYS AT | 5041 | ENVIRO ISSUES: SCHMID | 1,474.20 |
| 70524 | 1111 | 09/08/16 | NORTHWEST NATURAL GAS CO | 5047 | SERVICE 07/20-08/18 | 397.80 |
| 70524 | 1111 | 09/08/16 | NORTHWEST NATURAL GAS CO | 5047 | SERVICE 07/20-08/18 | 595.55 |
| 70524 | 1111 | 09/08/16 | NORTHWEST NATURAL GAS CO | 5047 | SERVICE 07/20-08/18 | 15.00 |
| 70524 | 1111 | 09/08/16 | NORTHWEST NATURAL GAS CO | 5047 | SERVICE 07/20-08/18 | 17.80 |
| 70524 | 1111 | 09/08/16 | NORTHWEST NATURAL GAS CO | 5047 | SERVICE 07/20-08/18 | 27.05 |
| 70524 | 1111 | 09/08/16 | NORTHWEST NATURAL GAS CO | 5047 | SERVICE 07/20-08/18 | 30.69 |
| TOTAL CHECK | | | | | | 1,083.89 |
| 70525 | 1111 | 09/08/16 | NORTHWEST STAFFING RESOUR | 5041 | WK END 09/04 D.TIERNE | 680.00 |
| 70525 | 1111 | 09/08/16 | NORTHWEST STAFFING RESOUR | 5041 | WK END 09/04 M.WILLIA | 680.00 |
| TOTAL CHECK | | | | | | 1,360.00 |
| 70526 | 1111 | 09/08/16 | OFFICE OF THE STATE TREAS | 5050 | AUGUST 2016 | 3,866.60 |
| 70527 | 1111 | 09/08/16 | ONE CALL CONCEPTS | 5049 | EXCAVATION NOTICES | 37.09 |
| 70527 | 1111 | 09/08/16 | ONE CALL CONCEPTS | 5049 | EXCAVATION NOTICES | 37.09 |
| 70527 | 1111 | 09/08/16 | ONE CALL CONCEPTS | 5041 | EXCAVATION NOTICES | 37.10 |
| TOTAL CHECK | | | | | | 111.28 |
| 70528 | 1111 | 09/08/16 | OREILLY AUTO PARTS | 5048 | 20 OZ CARB CLNR | 53.56 |
| 70528 | 1111 | 09/08/16 | OREILLY AUTO PARTS | 5048 | BATT CABLE, COPPER LU | 26.37 |
| 70528 | 1111 | 09/08/16 | OREILLY AUTO PARTS | 5048 | DISC PAD SET | 53.87 |
| 70528 | 1111 | 09/08/16 | OREILLY AUTO PARTS | 5048 | EXT DR HANDLE | 27.93 |
| 70528 | 1111 | 09/08/16 | OREILLY AUTO PARTS | 5048 | GAL DEGREASER | 10.83 |
| 70528 | 1111 | 09/08/16 | OREILLY AUTO PARTS | 5048 | OIL FILTER, BATT CHGR | 59.61 |
| 70528 | 1111 | 09/08/16 | OREILLY AUTO PARTS | 5048 | RATCHET | 34.68 |
| TOTAL CHECK | | | | | | 266.85 |
| 70529 | 1111 | 09/08/16 | PITNEY BOWES GLOBAL FINAN | 5042 | #6968507002 LEASE | 1,379.69 |
| 70530 | 1111 | 09/08/16 | PIXIS LABORATORIES, LLC | 5041 | ANTONS, PHOSPHORUS | 142.50 |
| 70531 | 1111 | 09/08/16 | POST RECORD | 5149 | #375089 YR SUBSCRIPTI | 42.00 |

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| CHECK NUMBER | CASH ACCT | DATE ISSUED | VENDOR | ACCT | DESCRIPTION | AMOUNT |
|--------------|-----------|-------------|---------------------------|------|---------------------------|------------|
| 70532 | 1111 | 09/08/16 | SHANNON OLSEN | 5449 | WOMENS CONF REIMB | 5.33 |
| 70532 | 1111 | 09/08/16 | SHANNON OLSEN | 5043 | WOMENS CONF REIMB | 5.33 |
| 70532 | 1111 | 09/08/16 | SHANNON OLSEN | 5043 | WOMENS CONF REIMB | 5.33 |
| 70532 | 1111 | 09/08/16 | SHANNON OLSEN | 5449 | WOMENS CONF REIMB | 5.33 |
| 70532 | 1111 | 09/08/16 | SHANNON OLSEN | 5449 | WOMENS CONF REIMB | 5.34 |
| 70532 | 1111 | 09/08/16 | SHANNON OLSEN | 5449 | WOMENS CONF REIMB | 5.34 |
| TOTAL CHECK | | | | | | 32.00 |
| 70533 | 1111 | 09/08/16 | SKILLINGS CONNOLLY INC. | 5041 | EVERGREEN WAY / 34TH TO 3 | 2,378.00 |
| 70534 | 1111 | 09/08/16 | U.S. BANK N.A. - CUSTODY | 5041 | 386000123 | 22.00 |
| 70535 | 1111 | 09/08/16 | VANCOUVER GRANITE WORKS I | 5041 | NICHE-ROTH, DARRELL | 75.88 |
| 70535 | 1111 | 09/08/16 | VANCOUVER GRANITE WORKS I | 5041 | NICHE-WAITE & JEWELL | 75.88 |
| 70535 | 1111 | 09/08/16 | VANCOUVER GRANITE WORKS I | 5041 | NICHE-KINART | 75.88 |
| TOTAL CHECK | | | | | | 227.64 |
| 70536 | 1111 | 09/08/16 | WILCOX & FLEGEL | 5032 | FUEL | 786.63 |
| 70536 | 1111 | 09/08/16 | WILCOX & FLEGEL | 5032 | FUEL | 959.01 |
| 70536 | 1111 | 09/08/16 | WILCOX & FLEGEL | 5032 | FUEL | 131.67 |
| 70536 | 1111 | 09/08/16 | WILCOX & FLEGEL | 5032 | FUEL | 307.03 |
| 70536 | 1111 | 09/08/16 | WILCOX & FLEGEL | 5032 | FUEL | 395.01 |
| 70536 | 1111 | 09/08/16 | WILCOX & FLEGEL | 5032 | FUEL | 786.63 |
| 70536 | 1111 | 09/08/16 | WILCOX & FLEGEL | 5032 | FUEL | 786.63 |
| 70536 | 1111 | 09/08/16 | WILCOX & FLEGEL | 5032 | FUEL | 31.33 |
| 70536 | 1111 | 09/08/16 | WILCOX & FLEGEL | 5032 | FUEL | 74.71 |
| 70536 | 1111 | 09/08/16 | WILCOX & FLEGEL | 5032 | FUEL | 130.86 |
| TOTAL CHECK | | | | | | 4,389.51 |
| 70537 | 1111 | 09/08/16 | WINGFOOT COMMERCIAL TIRE | 5048 | TIRES | 176.41 |
| 70537 | 1111 | 09/08/16 | WINGFOOT COMMERCIAL TIRE | 5048 | TIRES | 176.42 |
| TOTAL CHECK | | | | | | 352.83 |
| TOTAL FUND | | | | | | 137,162.88 |
| TOTAL REPORT | | | | | | 137,162.88 |

CITY OF WASHOUGAL

PAYROLL CLAIMS VOUCHER APPROVAL

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

FINANCE _____

WE THE UNDERSIGNED COUNCIL MEMBERS OF WASHOUGAL, WASHINGTON DO HEREBY CERTIFY THAT THE CHECK #9906-9909 & VOUCHER #'S V18708-V18767 ARE APPROVED FOR PAYMENT IN THE AMOUNT OF \$202,059.24 ON THIS 15th DAY OF SEPTEMBER 2016.

FINANCE COMMITTEE _____

FINANCE COMMITTEE _____

FINANCE COMMITTEE _____

AGENDA BILL

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

Bill No. 72-16

SUBJECT:

Set a Public Hearing for Approval to Apply for Community Development Block Grant (CDBG) Funds for Sidewalks on A, B & 33rd Streets

FOR AGENDA OF: September 26, 2016

DEPT. OF ORIGIN: Public Works

REVIEWED AT: Workshop on 9/26/2016

EXHIBITS:

TO BE RETURNED TO COUNCIL: October 10, 2016

APPROVED BY DEPT. HEAD:

EXPENDITURE REQUIRED:
\$392,000 Total Project Expense;
54% Match of \$211,680

BUDGETED: APPROPRIATION REQUIRED:
2017

SUMMARY STATEMENT

Staff is requesting to a public hearing so that the City may apply for 2017 CDBG funds for proposed sidewalk placement on A, B, and 33rd Streets in the Addy neighborhood.

The Addy Sidewalks project will be submitted to the Community Development Block Grant (CDBG) Program within their Infrastructure Program.

All CDBG Application submittals are due by no later than December 1, 2016. The CDBG application process requires that a public hearing be held to invite additional ideas for potential sites and use of grant funds from public comment. Additionally, the inclusion of the minutes from each meeting and a Resolution passed by the City Council approving the application are also necessary for submittal.

The first public hearing will be scheduled for October 10, 2016.

RECOMMENDED ACTION

1. Set public hearing for 7:00 p.m. on October 10, 2016

AGENDA BILL
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington
Bill No. 73-16

SUBJECT:

Professional Services Agreement (PSA)
with Berger ABAM for the Town Center
District – Infrastructure Planning Study

FOR AGENDA OF: September 26, 2016

DEPT. OF ORIGIN: Public Works

REVIEWED AT: Workshop on September 12, 2016

EXHIBITS:

A – Professional Service Agreement
B – Proposal

TO BE RETURNED TO COUNCIL: No.

APPROVED BY DEPT. HEAD: *RC*

| | | |
|------------------------------|------------------|--------------------------------|
| EXPENDITURE REQUIRED: | BUDGETED: | APPROPRIATION REQUIRED: |
| \$25,000.00 | Yes | No |

SUMMARY STATEMENT

Staff is submitting a PSA from BergerABAM for the planning study of the Town Center District Infrastructure project. The Department of Commerce, through the Community Economic Revitalization Board (CERB), makes available planning grants, an appropriate source of funding for the development of this transportation plan. The maximum CERB grant is \$50,000 and requires a 25% local match. The minimum match is \$16,667. funded with \$50,000 from CERB, and \$25,413.00 from the City. \$350,000 for unspecified transportation project opportunities has been appropriated in the Transportation Capital Fund and is available for this project.

RECOMMENDED ACTION

1. Authorize the Mayor to sign the PSA with Berger ABAM for the Town Center District – Infrastructure Planning Study project.

PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into this ___ day of SEPTEMBER 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 BERGER ABAM, hereinafter referred to as "Contractor," whose address is: 210 E. 13TH STREET SUITE 300 VANCOUVER, WA. 98660.

WHEREAS, the City desires to engage the Contractor to provide ENGINEERING Services and other related professional services for TOWN CENTER DISTRICT – INFRASTRUCTURE PLANNING STUDY, and Contractor has agreed to offer its professional services to perform said work, and

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

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

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

1. Scope of Services:

Contractor agrees to:

- a. See attached Scope and Rates in Exhibit A
- b. Notwithstanding the provisions of section 14, "Amendments," the City may add other related professional services at its discretion.

This Agreement is a purchase of professional services at the hourly rates set forth in Exhibit A. Payment for these services are for time and materials not to exceed **\$75,413.00** unless authorized in writing by the City. If additional time is needed, please refer to Section 4 of this agreement. A written amendment must be attached.

1. **Relation of Parties:**

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

2. **Time of Performance:**

The service of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed, services hereunder shall begin as of: Begin date of **SEPTEMBER 12, 2016**, and be completed as of: End Date **DECEMBER 31, 2017**.

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

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

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

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

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

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

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

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

6. **Termination:**

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

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

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

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

Prior to performing work under this Agreement, Contractor shall secure a City of Washougal Business and Occupation License under W.M.C. 5.04.020.

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

9. **Liability and Hold Harmless:**

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

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

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

10. **Debarment, Suspension Or Ineligibility**

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

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

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

12. **Insurance:**

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

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

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

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

evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "Accord" or comparable form with all applicable endorsements attached thereto.

13. **Notices:**

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

City:

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

Contractor:

BERGER ABAM
210 E. 13TH ST. SUITE 300
VANCOUVER, WA. 98660

14. **Amendments:**

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

15. **Scope of Agreement:**

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

16. **Ratification:**

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

17. **Governing Law/Venue:**

This Agreement shall be deemed to have been executed and delivered within Washougal Professional Services Agreement - 7

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

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

DATED this _____ day of SEPTEMBER, 2016.

CITY OF WASHOUGAL, a Municipal Corporation

BY: _____
Mayor

ATTEST:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR,

BY: _____

Title: _____

22 September 2016

Rob Charles
Assistant Public Works Director, City Engineer
City of Washougal
1701 C Street
Washougal, WA 98671

Subject: Town Center District – Infrastructure Planning Study

Dear Rob:

We are pleased to present this scope and fee to provide planning and engineering services for the Downtown Transportation Study. The purpose of the proposed project is to complete an assessment of transportation/infrastructure needs within the Town Center District (TCD) necessary to support development and redevelopment of this area.

PROJECT UNDERSTANDING

The City requires a Transportation and Infrastructure Plan (TIP) for the 85-acre area of the TCD to encourage developers to invest and create economic growth for the community.

Development of the plan requires careful coordination with agencies, landowners, developers and stakeholders to ensure that transportation, infrastructure and land use are functional, attractive and well-integrated. Current transportation plans in the region include roundabouts on State Route 14 (SR 14) at Washougal River Road and SR 14 at 32nd Street to enhance access and circulation to the TCD.

Property owners and stakeholder groups in the TCD are ready to build on the public and private investments made in Phase 1 of the TCD effort. The downtown association and Camas-Washougal Economic Development Association (CWEDA) have been working on new policies to drive economic redevelopment; the City is also completing Urban Growth Area (UGA) Concept Plans that will reduce the amount of land zoned for employment in the Northwest and Northeast UGAs. With new incentives to increase job density in the TCD; both Pendleton Woolen Mills and Lone Wolf, LLC are interested in development opportunities for large portions of land within the project area. A TIP is needed to provide for planned job growth and a serviceable and attractive framework for TCD development.

The City's infrastructure backbone must be further developed and extended into undeveloped and underdeveloped portions of the TCD and surrounding areas. The plan requires a basin-specific sanitary sewer study to confirm the extent to which the TCD can be served from the

existing interceptor sewer located in Main Street. Specific siting of the pump station and gravity sewer extensions throughout the TCD will be required.

The TCD is an ideal location for significant redevelopment. Substantial investment in this city core will occur as a result of the SR 14 transportation improvements. Thoughtful visioning and transportation and infrastructure planning for this area will motivate and attract dynamic investors. With a defined TIP and vision for the TCD, developers will be better able to understand improvement costs and leverage the public and private investment needed to sustain 50+ years of growth in jobs and housing.

Development of an integrated transportation, infrastructure, and land use system is critically important to the success of the TCD. Purposeful coordination with City departments, the Southwest Washington Regional Transportation Council (RTC), the Washington State Department of Transportation (WSDOT), the Port of Camas-Washougal, the CWEDA, Town Center area businesses, developers, and citizens will be required.

SCOPE OF SERVICES

Task 1.0: Project Management

The project management effort is based on a project duration of six months.

Subtask 1.1: Project Management

The project management effort includes monitoring the project budget, preparing monthly progress reports and invoices, scheduling and managing team activities, and managing scope changes by tracking design decisions and extra work.

Assumptions

- Project duration is six months.

Deliverables

- Monthly progress reports; one hard copy each (six total)
- Extra work log; submitted monthly in electronic (PDF) format
- Project schedule; submitted monthly in PDF format

Subtask 1.2: Meetings and Coordination

BergerABAM will meet with the City and stakeholders (if necessary) at a meeting held every month throughout the planning study. The purpose of the meetings is to provide a status update on the project and receive timely feedback on planning-level considerations from the City team and invited stakeholders.

Assumptions

- Meetings will be held in Washougal and will not exceed 1 hour.

Deliverables

- Meeting notes via e-mail

Task 2: Data Collection

BergerABAM will review available transportation and utility infrastructure information, as well as relevant planning studies and private development plans, which are likely to influence TCD development. This information will be compiled into a base map, which will aid in planning for new facilities and functions.

BergerABAM will review completed transportation studies – from strategic long-term planning to more site-specific traffic analysis, such as the BNSF rail crossing and SR 14 Access studies. The RTC and WSDOT (both agency stakeholders) will be engaged for travel demand forecast modeling that can project long-term impacts to changes in the roadway infrastructure. Review of downtown connectivity plans and other multimodal transportation options, including bikes, pedestrians, and transit facilities, will be considered.

BergerABAM will develop an Opportunity and Constraints Map based on background documents in order to support outreach, visioning, and TIP development efforts. This map will include boundaries of land ownership, utilities, and transportation network (existing and future), including multimodal and critical areas, as well as known private development plans.

Assumptions

- All related land use, transportation, and utility planning studies will be provided by the City.
- Clark County GIS data will be used as the basis of the project mapping.
- An existing travel demand model will be provided by the RTC to the team. Additional or updated travel demand forecasts available from the RTC or WSDOT will be provided.

Deliverables

- Draft Opportunity and Constraints Map (PDF format)
- Final Opportunity and Constraints Map (PDF and mounted large format)

Task 3: Public Involvement

The objective of this task is to solicit input from a group of stakeholders within the TCD and from the community.

Subtask 3.1: Town Center Focus Group

BergerABAM will facilitate two meetings with a Town Center Focus Group comprising key stakeholders to inform and review TIP progress. The first meeting will review the guidance principals of the TIP, review the Opportunity and Constraints Map, and will include the visioning portion of the master plan task below. The final meeting of the Town Center Focus Group will review recommendations from the team for inclusion in the final TIP.

The focus group will be composed of technical and direct business and landowner interests. The group will be asked to meet twice and attend a community workshop; in addition, they will be asked to review electronic forms (PDF documents) of interim products and provide feedback to keep plan elements on track as they are developed.

Assumptions

- Town Center Focus Group will include 8 to 12 representatives selected by City staff or the project team during a kickoff meeting of local businesses, land owners, developers, local government, and transportation and infrastructure providers. Participants will likely include City staff, a Planning Commission and Council member, the RTC, WSDOT, the CWEDA, the Port of Camas-Washougal, and several business and development representatives.
- Town Center Focus Group will meet twice during project duration and will attend the community workshop.
- Additional interim work products will be provided to the Town Center Focus Group in electronic form for comment and review.
- Focus Group Meetings will be held at Washougal City Hall or at BergerABAM office in Vancouver and will not exceed 3 hours.

Deliverables

- Draft meeting minutes for attendee comment
- Final meeting minutes

Subtask 3.2: Community Workshop

There will be one open house to solicit community-wide participation. The open house will be early in the process and will be held concurrently with the second WSDOT SR 14 access improvement workshop to receive input for the development of the vision for the TCD. The open house will be a “hands-on” visioning session to inform the TIP design effort. BergerABAM will staff the open houses with stations to review work in progress and to record ideas, both graphically and on summary charts. Results will be collected and presented as written open house summaries, including map sketches and key streetscape ideas.

Assumptions

- The community workshop will be cohosted with the proposed second WSDOT workshop for the SR 14 improvement project.
- A second community workshop may be recommended based upon the outcomes of the first open house and to provide review of the draft TIP. A second workshop is not included in this scope and will require additional scope and budget.
- The workshop will be held at the Port of Camas-Washougal Offices. Venue will be provided at no cost.

- The workshop will be hosted in the evening and will be attended by four consultant team members
- The workshop will not exceed three hours.
- The workshop will be limited to a maximum of four stations and four presentation boards for community review and input.

Deliverables

- Draft summary of workshop inputs and ideas
- Final summary of workshop inputs and ideas

Task 4.0 Master Planning

Subtask 4.1: Visioning

An overall development plan/vision for the TCD will be developed working with the Town Center Focus Group. BergerABAM staff will develop options and types of development opportunities that could occur within the TCD and will facilitate a charrette-style community workshop (Subtask 3.2) to solicit input into a concept of the future downtown. This analysis is necessary to determine employment and residential densities in the TCD necessary for traffic analysis and utility demands.

Assumptions

- Input stations and presentation boards will consist of the following areas:
 - project overview
 - land use – jobs and residential densities
 - urban design amenities
 - utilities and transportation

Deliverables

- Draft summary of workshop inputs and ideas
- Final summary of workshop inputs and ideas

Subtask 4.2: Street Standard Review

BergerABAM will use integrated (engineering, urban design, and planning) tools to develop the TIP, including transportation, infrastructure, streetscape, and street standards development and/or refinement. This approach involves taking a broad look at the downtown study area and then determining streetscape designs for various streets. Elements will include pedestrian and bicycle features and amenities, including but not limited to, gathering places, sidewalks, and accessibility, along with motorist access and parking.

Existing TCD design standards will be reviewed and refined based on stakeholder and focus group input for roadway lighting, pedestrian/bike crossing treatments, intersection traffic

control, and intelligent transportation system needs. The standards will be developed to meet federal, state, and local guidelines. The development and/or refinement of these standards will be consistent with needs identified in the traffic analysis. BergerABAM will prepare illustrative plan view drawings and street sections to convey the design intent and present them to the Town Center Focus Group as part of the draft TIP in the second workshop.

Assumptions

- The existing downtown standards for street lighting, benches, bike racks, waste receptacles, and street art will be maintained.
- Photo simulations are not included in this scope.

Deliverables

- Four street cross sections
- Three plan views of recommended plaza spaces, wayfinding options, etc.

Subtask 4.3: Master Plan Development

The results of the visioning session completed with the Town Center Focus Group (Meeting No. 1), and the results from the community workshop will be compiled into a recommended master plan. The team will identify recommended mix of uses, residential density, job density, and timelines for development for the TCD.

A high-level market analysis will be completed to identify reasonable timelines for development, economic development potential, and identification of targeted industries. The market analysis will inform the realistic development opportunities that the market could support.

Assumptions

- The market study, including targeted industries and economic development benefits, will be provided by the CWEDA, Port of Camas-Washougal, CREDC, or private developers.
- Feedback from the Town Center Focus Group will be through electronic communication.
- Photosimulations are not included in this scope.

Deliverables

- Draft master plan land use map and concept map
- Draft master plan section of the final planning study report
- Final master plan land use map and concept map
- Final master plan section of the final planning study report

Task 5.0: Utility Infrastructure Study

Subtask 5.1: Franchise Utility Outreach

Outreach with the franchise utilities will be completed to identify any gaps in infrastructure capacities and upgrade projects needed to facilitate economic development within the TCD.

Assumptions

- Outreach to the franchise utilities will be through e-mail and electronic correspondence to obtain input and capacity of the utility systems.
- Franchise utilities may be invited to one of the included monthly team meetings for coordination.
- Existing and proposed franchise utility locations will be provided by the utilities to the team in AutoCAD or GIS formats.
- Two graphics will be prepared for the final report, including composite franchise utility existing and proposed system maps.

Deliverables

- Draft franchise utility infrastructure section for planning study report
- Final franchise utility infrastructure section for planning study report

Subtask 5.2: Coordinated Subarea Utility Plan

A coordinating utility plan, including the logical and efficient extension of City utilities (water, sewer, and stormwater) systems through the subarea, will be examined. A new sanitary sewer pump station will be required to serve the subarea and the preferred location based upon topographic, critical areas, and overall system efficiencies will be identified. Based upon the development intensities identified in Task 4.1, the systems will be sized and routed to maximize the number of properties served ensuring adequate water and sanitary sewer service for the proposed uses.

A high-level, basin-wide stormwater assessment will be conducted to determine whether a regional facility would reduce overall development costs while providing a public amenity. Stormwater for the TCD will be reviewed concurrently with the street standard formation for compliance with new low impact development requirements and opportunities to simplify development obstructions within the TCD.

Assumptions

- Water, sewer, and storm drain system mapping will be provided in GIS format.
- One 1-hour meeting with public works staff to review system capacities will be included in the one of the monthly team meetings.
- Water and sewer systems will be sized according to land use intensity and laid out within proposed street grids.

- Detailed general sewer plan, or comprehensive water system plan amendment level basin study will not completed.
- Existing and proposed municipal utility locations will be provided by the utilities to the team in AutoCAD or GIS formats.
- Three graphics will be prepared for final report including existing utility map, composite proposed water and sewer map, and a proposed stormwater map.

Deliverables

- Draft municipal utility infrastructure section for planning study report
- Final municipal utility infrastructure section for planning study report

Task 6.0: Transportation Network Analysis

Subtask 6.1: Town Center District Travel Demand Analysis

The TCD study use update will change the trip generation and distribution within the City, including access needs into and out of the City via SR 14. The greatest impact to the transportation system will be during the typical commute hours because at this time the total vehicle volumes using the street system is typically at its highest level. The change in vehicle trip generation and distribution because of changes in the TCD land uses during the typical AM peak and PM peak periods will be based on these land use updates.

GTEng will coordinate with the Regional Transportation Council (RTC) to make adjustments to the Washougal Transportation Analysis Zones (TAZ) to accommodate the changes in land use within the Downtown area. The TAZ adjustments will be based on changes to existing vs proposed land uses, changes in roadway network and density. GTEng will coordinate with RTC in calibrating the regional model to account for variations in traffic volumes.

The distribution of traffic volumes will be based on the RTC Regional Travel Demand Forecast Model and the existing travel patterns as determined by traffic counts. The trip distribution will be representative of the adjusted TCD transportation analysis zone(s). GTEng will coordinate with RTC on assumptions for internal roadway networks and connections to regional facilities such as SR 14. GTEng will coordinate with RTC for modifications to existing subarea models and conducting model runs for base year conditions and for 20-year horizon conditions. GTEng will coordinate with City staff to identify any significant in-process trips within the TCD study areas that may not be represented in the existing traffic counts.

Assumptions

- One meeting with RTC has been estimated under this task to coordinate updates to the regional travel demand model and TAZs. These meetings are estimated at 2.5 hours with travel time.

Deliverables

- Draft meeting notes from coordination meetings in e-mail format

Subtask 6.2: Traffic Impact Analysis

GTEng will evaluate study intersections for the 20-year horizon. Based on the travel demand forecast model runs obtained from RTC under Task 6.1, GTEng will develop growth rates for forecasting the future traffic volumes to be used in the evaluation. The traffic analysis will consider planned and reasonably funded roadway improvements. GTEng will evaluate key regionally important intersections for the 20-year horizon. The evaluation will be conducted using the Synchro operations model for PM peak.

GTEng will identify street facilities and intersections that are shown to fall below the minimum acceptable thresholds for possible mitigation measures. Typical mitigation measures can include traffic control strategies and intersection widening for turn lanes. Recommended separate turn lanes will be evaluated. A peak-hour signal warrant analysis will be conducted based on the total volume scenario at any unsignalized study intersection.

Assumptions

- Intersection analysis will be limited to:
 - Main Street and Washougal River Road
 -
 - A Street and Washougal River Road
 - A/Addy Street and 24th
 - A/Addy Street and 27th
 - A/Addy Street and 32nd
 - Main Street and 24th
 - Main Street and 27th
 - Main Street and 32nd
 -
- Intersection function is assumed sufficient for all future intersections with SR -14 per ongoing WSDOT study.

Deliverables

- Intersection improvement and layout schematics
- Draft transportation impact section for planning study report
- Final transportation impact section for planning study report

Subtask 6.2: A Street to Addy Street Connection

This task will include preliminary layout of a recommended commercial vehicle corridor between A Street and Addy Street. The layout will include areas of secured rights-of-way and maintain access to the Pendleton Woolen Mills loading docks. A vehicle maneuvering analysis

will be developed to confirm transportation network geometric and driveway access for the Pendleton Woolen Mills between Washougal River Road and 32nd Street. Layout of the transportation network will use Clark County GIS data. Based upon the outcomes of the turning and commercial vehicle maneuvering analysis, the team will develop a recommended cross section that uses the design aesthetic of the existing downtown street standards to the maximum extent practical.

Assumptions

- Commercial traffic will be diverted to A and Addy Street connection.
- The analysis will be completed from Washougal River Road to 32nd Street.
- The design vehicle is WB-67.
- Multimodal access will be considered along corridor.
- Two alternatives will be developed for stakeholder review.

Deliverables

- Draft plan view of each deliverable
- Final concept plan of preferred alternative
- Basis of design narrative section for planning study report

Subtask 6.3: Town Center District Street Grid

Two alternative networks of streets within the TCD will be developed. Based upon the outcome of the vision and market study, the network layouts will focus upon providing vehicle-, bike-, pedestrian-, and transit-accessible commercial, retail, tourist, and housing areas. The street grid will focus upon the use of the commercial A to Addy corridor as well as Main Street as the primary ingress/egress routes through the TCD, while using combinations of other plazas, streets, and open space to distribute traffic through the TCD. These north-south routes will also focus on wayfinding features to direct traffic from SR 14 through the TCD to the north. Alternatives will also evaluate alignment options to connect a railroad grade separation in the vicinity of South 27th Street.

Assumptions

- Street grid alternatives will be extension of existing street grid through TCD or combination thereof.
- Analysis will be completed from Washougal River Road to 32nd Street.
- Commercial delivery vehicles will be the basis of design for internal networks.
- Multimodal access will be considered.
- Two alternatives will be developed for stakeholder review.

Deliverables

- Draft plan view of each deliverable

- Final concept plan of preferred alternative
- Basis of design narrative section for planning study report

Task 7.0: Fiscal Impact Analysis

Subtask 7.1: Cost Estimates

Cost estimates for infrastructure improvements within the existing and future public rights-of-way, including transportation systems, water, sewer, and stormwater facilities, will be developed. These estimates will be based upon recent bid tabulations, RSMMeans, and current property values from Clark County GIS.

Assumptions

- Planning level costs will be developed for utilities and transportation network improvements.

Deliverables

- Draft and final cost estimates for planning study report

Subtask 7.2: Analyze Fiscal Impacts of the Master Plan

A master plan that includes types of uses and approximate building types will be developed based on the vision and focus group sessions, and will include input from major land owners and developers. The master plan will be analyzed using a fiscal impact model prepared specifically for the City. The analysis will provide estimates of the general yearly operating and capital revenues generated by the development over the development horizon. The analysis will show state and local revenue impacts that may assist with leveraging other sources of funding for infrastructure. The analysis will include up to three alternative development scenarios, including variables for development timing, density, and type.

Assumptions

- Planning level revenues will be developed for the master plan.
- Individual meetings with developers/stakeholders will not be necessary.

Deliverables

- Draft and final fiscal impact section of planning study report

Subtask 7.3: Funding Sources and Strategies

An Infrastructure Funding Gap Analysis will be conducted to compare the infrastructure cost estimates developed earlier in the project to the dedicated capital funding identified in the fiscal analysis. The amount of any funding gap, as well as the differences in timing, will be analyzed.

Alternative funding strategies will be identified and assessed in response to the funding gap analysis. Alternative funding sources to be explored will include public/private partnerships,

state grants and loans, local improvement districts, impact fees or system development charges, City debt, and available state tax increment financing programs.

Deliverables

- Draft and final funding strategy section of planning study report

Task 8: Transportation and Infrastructure Plan (Final Report)

BergerABAM will develop the final report to satisfy the City’s requirements under the Community Economic Revitalization Board grant. This task will include two meetings with the Department of Commerce to (1) clearly identify the scope and metrics used to assess the economic outcomes of the TIP and (2) review the draft report and receive comments prior to finalization of the planning study.

The report will include the outcomes and recommendations of the tasks above. As part of the final transportation and infrastructure plan, BergerABAM will include an Implementation Action Plan. This plan component will identify in a tabular format all of the plan elements, preliminary cost estimates, funding sources, and next steps in pursuing proposed plan projects and policies. This table will provide an important “quick glance” at the overall plan, and assign specific follow-up tasks, design needs, policy or code update, and financial plan elements as a living road map for the City to follow to implement its vision. A permitting matrix will be included to identify the timelines and anticipated permits necessary for each element.

Assumptions

- This task is primarily related to final production of report and coordination with Department of Commerce.
- Two meetings less than 2 hours each with Department of Commerce are assumed to occur in Olympia.
- The permitting matrix will be developed at a high level.
- SEPA and/or natural resource or archaeological analysis of the site is not included.

Deliverables

- Draft and final fiscal planning study report

LIMITATIONS

Our scope of services is limited to the services outlined in Tasks 1 through 8 above. The City should not infer that we are to provide any services unless they are specifically noted above.

SCHEDULE

We intend to support the City’s schedule for the project with the understanding that the City wishes to complete the planning study by July 2017.

COMPENSATION

We propose to complete the scope of services outlined above for a fee of seventy-five thousand, four hundred thirteen Dollars (\$75,413). This fee will be accrued on a time-and-materials basis using the provisions stated in our agreement. A breakdown of the fee by task is shown below:

| Task | Description | Total |
|-------------|------------------------------|------------------------|
| 1 | Project Management | 5,377 |
| 2 | Data Collection & Review | 3,796 |
| 3 | Public Involvement | 9,647 |
| 4 | Master Planning | 21,011 |
| 5 | Utility Infrastructure Study | 7,844 |
| 6 | Transportation Network Study | 13,409 |
| 7 | Financial Analysis | 9,208 |
| 8 | Final Report | <u>4,871</u> |
| | Total: | <u>\$75,413</u> |

We assume that you will issue a contract for these services and that this proposal will be incorporated, in whole, into that contract as the scope of services.

Thank you for the opportunity to provide this proposal, and we look forward to working with you. If you have any questions or comments relative to this proposal, please feel free to call 360/823-6111, or to contact Dan Shafar via e-mail at dan.shafar@abam.com.

Sincerely,



Tom Wilcox, PE
Vice President



Daniel Shafar, PE
Sr. Project Engineer

TRW:DRS:llt

AGENDA BILL
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington
Bill No. 74-16

SUBJECT:
Professional Services Agreement with
Maul, Foster, Alongi for Environmental
Services related to the Schmid Family
Park

FOR AGENDA OF: September 26, 2016

DEPT. OF ORIGIN: Public Works

REVIEWED AT: Workshop 9/12/16

EXHIBITS:
A. Professional Services Agreement

TO BE RETURNED TO COUNCIL: No

APPROVED BY DEPT. HEAD:

| | | |
|------------------------------|------------------|--------------------------------|
| EXPENDITURE REQUIRED: | BUDGETED: | APPROPRIATION REQUIRED: |
| Up to \$114,750 | yes | none |

SUMMARY STATEMENT

The City recently closed the purchase of property on 32nd St. for the Schmid Family Park. The property is subject to on-going environmental monitoring, pursuant to Department of Ecology approval of the clean-up of the property completed by the seller. As part of the purchase, a settlement was reached for a lump-sum payment to the City in the amount of \$114,750, to cover the costs of the on-going environmental monitoring and related services. Maul, Foster, and Alongi is the company that provided site evaluation, testing, clean-up and initial monitoring for the subject property, and is well positioned to provide the continuing on-going monitoring and engagement needed with the Department of Ecology. The settlement funds will be used to pay the costs of these services.

RECOMMENDED ACTION

1. Authorize the Mayor to Sign the Professional Services Agreement between Maul, Foster and Alongi and the City of Washougal.

PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into this 2nd day of SEPTEMBER 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 MAUL FOSTER & ALONGI INC., hereinafter referred to as "Contractor," whose address is: 400 E MILL PLAIN BLVD. #400 VANCOUVER, WA. 98660.

WHEREAS, the City desires to engage the Contractor to provide ENVIRONMENTAL Services and other related professional services for 32ND STREET SCHMID PARK PROJECT, and Contractor has agreed to offer its professional services to perform said work, and

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

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

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

1. **Scope of Services:**

Contractor agrees to:

- a. See attached Scope and Rates in Exhibit A
- b. Notwithstanding the provisions of section 14, "Amendments," the City may add other related professional services at its discretion.

This Agreement is a purchase of professional services at the hourly rates set forth in Exhibit A. Payment for these services are for time and materials not to exceed **\$114,750.00** unless authorized in writing by the City. If additional time is needed, please refer to Section 4 of this agreement. A written amendment must be attached.

1. **Relation of Parties:**

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

2. **Time of Performance:**

The service of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed, services hereunder shall begin as of: Begin date of **OCTOBER 1, 2016**, and be completed as of: End Date **DECEMBER 31, 2020**.

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

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

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

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

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

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

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

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

6. **Termination:**

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

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

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

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

Prior to performing work under this Agreement, Contractor shall secure a City of Washougal Business and Occupation License under W.M.C. 5.04.020.

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

9. **Liability and Hold Harmless:**

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

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

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

10. **Debarment, Suspension Or Ineligibility**

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

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

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

12. **Insurance:**

The Contractor shall obtain and keep in force during the entire term of this Agreement, liability insurance policies against any and all claims for damages to persons or property which may arise out of the performance of this Contract, whether such work shall be by the Contractor or its subcontractors, or by any employee, agent, or representative of Washougal Professional Services Agreement - 5

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

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

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

evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "Accord" or comparable form with all applicable endorsements attached thereto.

13. **Notices:**

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

City:

City of Washougal
1701 "C" Street

Contractor:

MAUL FOSTER & ALONGI INC.
400 E MILL PLAIN BLVD. #400
VANCOUVER, WA. 98660

14. **Amendments:**

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

15. **Scope of Agreement:**

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

16. **Ratification:**

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

17. **Governing Law/Venue:**

This Agreement shall be deemed to have been executed and delivered within

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

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

DATED this _____ day of SEPTEMBER 2016.

CITY OF WASHOUGAL, a Municipal Corporation

BY: _____
Mayor

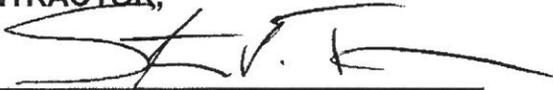
ATTEST:

Approved as to Form:

Finance Director

City Attorney

CONTRACTOR,



BY: Steven P. Taylor

Title: MANAGING DIRECTOR

EXHIBIT A





September 6, 2016
Project No. P1114.01.02

Mr. David Scott
City of Washougal
1701 C Street
Washougal, WA 98671

Re: Schmid Property Compliance Monitoring

Dear Mr. Scott:

Maul Foster & Alongi, Inc. (MFA) has prepared this scope of work and professional service fee estimate for compliance monitoring and project assistance for the City of Washougal (City) at the Schmid 32nd Street property at 1141 32nd Street, Washougal, WA (the property). The proposed scope of work will complete necessary compliance groundwater monitoring and reporting required by the environmental covenant associated with the property. This proposal also provides estimated cost for other activities associated with the environmental covenant for the City to consider for planning purposes.

SCOPE OF WORK

Groundwater Compliance Monitoring

Residual groundwater impacts are present around the former diesel underground storage tank (UST) with petroleum hydrocarbons and beneath the fill material with arsenic. The Washington State Department of Ecology (Ecology) has determined that compliance groundwater monitoring is required in these areas until cleanup levels have been reached for four consecutive monitoring events. As shown in Attachment A, Exhibit C from the recorded Environmental Covenant (EC), the groundwater restricted area is isolated to a portion of the uplands of the property.

Groundwater compliance monitoring in the six on-site wells will be required until four consecutive quarterly monitoring events show that petroleum hydrocarbons and arsenic are below the Model Toxics Control Act Method A groundwater cleanup levels (CULs). Per the EC, monitoring will initially be conducted quarterly. The groundwater monitoring schedule is quarterly for the first year and it is assumed that Ecology will allow the monitoring frequency to be reduced to semiannually for the next three years, and quarterly for the final year. Note that Ecology has indicated they are willing to consider a reduced monitoring schedule if declining concentrations are observed; therefore, the schedule outlined above is assumed. Ecology also indicated that in order to discontinue groundwater monitoring that four

consecutive quarterly events will be required to be below applicable cleanup levels. If the groundwater remedial action causes groundwater concentrations to fall below CULs prior to the fifth year of monitoring, then the quarterly events will begin sooner so that groundwater monitoring can be discontinued.

Monitoring will be completed using industry standard techniques consistent with the ecology approved Groundwater Monitoring Plan (see Attachment B). Groundwater samples will be collected using low flow techniques and analyzed for arsenic, diesel range hydrocarbons, and lube oil range hydrocarbons. Purge water will be stored in a sealed and labeled five gallon bucket.

Three of the initial quarterly events post remedial action have been completed; therefore, this proposal is for four and a quarter years of monitoring. The cost per monitoring event is estimated at \$6,750 and includes sampling and equipment, analytical laboratory cost, generation of a brief letter report for Ecology review, and disposal of purged groundwater. The cost per event will remain unchanged for four and a quarter years. The total monitoring and reporting cost for four and a quarter years is estimated at \$74,250. It should be noted that if Ecology does not approve a change in monitoring schedule and quarterly events are required for four and a quarter years then the total estimated cost for monitoring and reporting is estimated at \$114,750.

Other Associated Cost

Other activities associated with the environmental covenant for the City to consider for planning purposes include the following:

- Ecology Oversight – Ecology review and oversight of the compliance groundwater monitoring is estimated to be approximately \$350 per event. In addition, once concentrations of chemicals in groundwater fall below cleanup levels for four consecutive events, it is assumed Ecology oversight cost will be approximately \$2,000 to make the determination that groundwater monitoring can be ceased.
- Monitoring Well Decommissioning – Once monitoring has stopped the wells should be decommissioned. The cost to abandon the six monitoring wells by a licensed well driller is approximately \$4,000.
- The EC also requires structures in the upland portion of the property (see Attachment A) to have passive vapor barriers installed. The City currently anticipates construction of a bathroom facility on property. The cost for the vapor barrier is assumed to be approximately \$8 a square foot. It is assumed that a bathroom building may cover an area of 1,000 square feet; and would therefore, incur an additional cost of approximately \$8,000 to include a vapor barrier as part of the construction

Mr. David Scott
City of Washougal
September 6, 2016
Page 3

Project No. P1114.01.02

BUDGET

The estimated cost to perform the groundwater compliance monitoring and reporting proposed work is \$6,750 (per event). This cost estimate does not represent a lump sum. MFA bills for time and materials, consistent with the attached schedule of charges. The per event cost will remain unchanged for four and a quarter years. The estimated total cost for four and a quarter years of monitoring depends on Ecology approved schedule but is assumed to range from \$74,250 to \$114,750.

SCHEDULE

MFA will begin monitoring in October 2016 (next scheduled monitoring event) after receiving authorization to proceed.

AGREEMENT

It is anticipated that this scope and budget would be an exhibit to a professional services agreement with the City. MFA has a standard master services agreement should the City wish to use it.

Sincerely,

Maul Foster & Alongi, Inc.



James J. Maul, LHG
President/Hydrogeologist



Alan R. Hughes, LG
Project Manager

Attachments: Attachment A – Exhibit C
Attachment B – Groundwater Monitoring Plan

ATTACHMENT A

EXHIBIT C





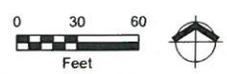
Source: Aerial photograph obtained from Esri ArcGIS Online.

Exhibit C Location of Restrictions

32nd Street Property
George Schmid and Sons, Inc.
Washougal, Washington

Legend

-  Monitoring Wells
-  Groundwater Intrusion Restrictions
-  Vapor Intrusion Restrictions
-  Subject Property



ATTACHMENT B

GROUNDWATER MONITORING PLAN





October 29, 2015
Project No. 0564.02.03

Jason Cook
Washington State Department of Ecology
PO Box 47600
Olympia, Washington 98504-7600

Re: Groundwater Compliance Monitoring Plan for George Schmid & Sons, Inc. 32nd Street Property

Dear Mr. Cook:

On behalf of George Schmid & Sons, Inc. (GSSI), Maul Foster & Alongi, Inc., has prepared this groundwater compliance monitoring plan (CMP) for the 32nd Street Property located at 1141 32nd Street, Washougal, Washington (the Property). GSSI completed the soils portion of a remedial action for the Property in early 2015. Groundwater in situ injections were completed in August 2015, completing the remedial actions for the Property.

BACKGROUND

The Property was part of a large agricultural property until the mid-1930s and contained some residential buildings and outbuildings near its southeast portion. Starting in the mid-1930s, the Property was used for agricultural and residential purposes. Light industrial use of the Property by GSSI started in the 1950s, with the main shop/office building constructed in the 1970s. Most of the remaining structures were constructed in the 1990s. On-site operations included heavy-equipment maintenance and repair, power washing, sandblasting, equipment storage, and administrative business operations. All structures were removed from the Property by 2010.

The owner completed a remedial investigation and feasibility study for the Property. Soil and groundwater impacts on the Property were identified. Impacted soil was removed at four locations on the Property. Groundwater impacts identified near the location of a former diesel underground storage tank (UST) have recently been treated using in situ injections.

GROUNDWATER REMEDIAL ACTION

From August 10 to 12, 2015, in situ groundwater treatment by injection of an oxidizing agent was applied to the contaminant plume, located in the vicinity of the former diesel UST. In total, there were 18 injection points covering an area of 1,800 square feet near the former diesel UST. The injection points were advanced to a depth of 26 feet, with the treatment interval from 12 to 26 feet. Regensis Advanced Oxygen Release Compound (ORC Advanced®) were used to

enhance bioremediation of hydrocarbon contamination in groundwater. It is anticipated that one round of injections will be necessary. It is likely that after the injections, multiple years will be required for all groundwater contamination to reach levels below Model Toxics Control Act (MTCA) cleanup levels (CULs).

GROUNDWATER MONITORING PLAN

Groundwater monitoring will be conducted at and downgradient of two source areas (i.e., the former diesel UST and the former fill area) at conditional points of compliance. The diesel UST area has been established as MW02, MW03, and MW07, and the fill area as MW04, MW05, and MW06 (see the attached figure). The conditional points of compliance have been established to confirm that contaminant concentrations are stable or declining in both areas (see the attached figure).

Groundwater samples will be collected using industry standard, low-flow purge methodology, consistent with the attached Sampling and Analysis Plan. The groundwater samples will be analyzed for indicator hazardous substances: diesel-range organics (DRO), residual-range organics (RRO; e.g., lube-oil-range organics), and arsenic. Dissolved oxygen and the redox potential parameters in groundwater will be monitored to evaluate the aerobic conditions and the effectiveness of the in situ injections near the former diesel UST.

GROUNDWATER MONITORING SCHEDULE

Initially, groundwater monitoring will be conducted on a quarterly basis in the three wells associated with each area of the site (former diesel UST and fill areas). Ecology will consider reducing the monitoring frequency if stable or declining trends are observed. If the combined concentrations of DRO and RRO hydrocarbons¹ and arsenic in groundwater in either area are below the MTCA Method A CUL (500 micrograms per liter [ug/L] and 5.0 ug/L, respectfully) for four consecutive quarterly monitoring events, then groundwater compliance monitoring in that area will be discontinued. Quarterly samples will be collected in April, July, October, and January. The first scheduled sampling event is January 2016.

Depth-to-water measurements will be taken in all six monitoring wells to assess groundwater flow direction and gradient.

GROUNDWATER REPORTING

After each groundwater monitoring event, a brief letter report will be prepared and submitted to Ecology approximately 30 days after receipt of the final data from the analytical laboratory.

¹ T. Nord. Determining compliance with Method A cleanup levels for diesel and heavy oil. Implementation memorandum #4. Publication 04-09-086. Washington State Department of Ecology. June 2004.

Jason Cook
October 29, 2015
Page 3

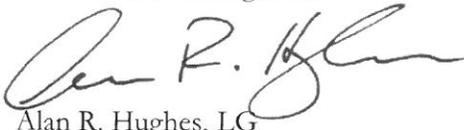
Project No. 0654.02.03

The letter reports will summarize the groundwater analytical results and show the potentiometric groundwater surface. The analytical data will be uploaded to Ecology's Environmental Information Management database system.

If you have any questions regarding this proposed groundwater CMP, please contact me.

Sincerely,

Maul Foster & Alongi, Inc.

A handwritten signature in black ink, appearing to read "Alan R. Hughes". The signature is fluid and cursive, with the first name "Alan" and last name "Hughes" clearly distinguishable.

Alan R. Hughes, LG
Senior Geologist

Attachment: Figure
Sampling and Analysis Plan

cc: Cindy Schmid, George Schmid & Sons, Inc.

FIGURE



Figure
Monitoring Well Locations
and Potentiometric
Groundwater Surface
(July 2014)

32nd Street Property
 George Schmid & Sons, Inc.
 Washougal, Washington

- Legend**
- Monitoring Well Location (with Groundwater Elevation)
 - Abandoned Monitoring Well Location (with Groundwater Elevation)
 - Groundwater Elevation Contour (in feet NAVD88)
 - Former Diesel UST Pit
 - Subject Property
 - Groundwater Flow Direction

Note: Potentiometric surface was generated when monitoring well MW01 was still present.



Source: Aerial photograph obtained from Esri ArcGIS Online

MAUL FOSTER ALONGI
 P. 971.544.2139 | www.maulfo.com

This product is for informational purposes only. It is not intended to be used for legal, engineering, or surveying purposes. A copy of the disclaimer which applies to this product is available on the project file and electronic version of this report.



ATTACHMENT

SAMPLING AND ANALYSIS PLAN



SAMPLING AND ANALYSIS PLAN

32ND STREET PROPERTY



MAUL
FOSTER
ALONGI

Prepared for
GEORGE SCHMID & SONS, INC.
WASHOUGAL, WASHINGTON
Revised January 21, 2016
Project No. 0564.02.04

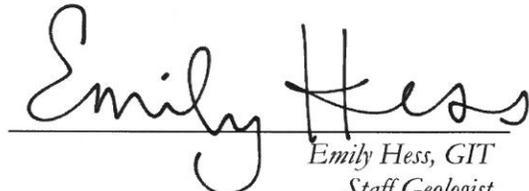
Prepared by
Maul Foster & Alongi, Inc.
400 E Mill Plain Blvd., Suite 400, Vancouver WA 98660

SAMPLING AND ANALYSIS PLAN

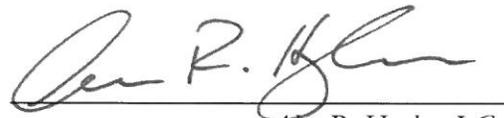
32ND STREET PROPERTY

*The material and data in this plan were prepared
under the supervision and direction of the undersigned.*

MAUL FOSTER & ALONGI, INC.



*Emily Hess, GIT
Staff Geologist*



*Alan R. Hughes, LG
Senior Geologist*

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TABLES

- 1 MONITORING WELL SUMMARY
- 2 SAMPLE ANALYSIS, HANDLING SUMMARY, AND REPORTING LIMITS

ACRONYMS AND ABBREVIATIONS

| | |
|----------|---|
| COC | chain of custody |
| DRO | diesel-range organics |
| Ecology | Washington State Department of Ecology |
| FSDS | field sampling data sheet |
| GSSI | George Schmid & Sons, Inc. |
| IDW | investigation-derived waste |
| IHS | indicator hazardous substance |
| LCS | laboratory control sample |
| MFA | Maul Foster & Alongi, Inc. |
| MS/MSD | matrix spike/matrix spike duplicate |
| MTCA | Model Toxics Control Act |
| NWTPH | Northwest Total Petroleum Hydrocarbons |
| ORP | oxygen-reduction potential |
| Property | 1411 32nd Street, Washougal, Washington |
| QA | quality assurance |
| QC | quality control |
| RRO | residual-range organics |
| SA | Specialty Analytical, Inc. |
| SAP | sampling and analysis plan |
| SDG | sample delivery group |
| USEPA | U.S. Environmental Protection Agency |
| UST | underground storage tank |
| WAC | Washington Administrative Code |

1 INTRODUCTION

Maul Foster & Alongi, Inc. (MFA) has prepared this sampling and analysis plan (SAP) consistent with the requirements of Washington Administrative Code (WAC) 173-340-820 for George Schmid & Sons, Inc. (GSSI) to guide the collection of groundwater samples during monitoring activities for the 32nd Street Shop/Office property, 1411 32nd Street, Washougal, Washington (the Property). The Property historically was used by GSSI for heavy equipment maintenance and repair, power washing, sandblasting, equipment storage, and administrative business operations. GSSI operated on the Property from approximately the 1950s until early 2000. The Property is owned by the Schmid Family Limited Partnership I.

The Property is listed on Washington State Department of Ecology's (Ecology) database as Facility Site ID 14687 and is site number SW1430 of Ecology's Voluntary Cleanup Program. GSSI completed a remedial action for soil on the Property in March 2015 and in situ injections for groundwater treatment in August 2015. This SAP describes procedures for collection, preservation, and analysis of groundwater samples at the Property for compliance monitoring.

This SAP has been prepared consistent with the requirements of Ecology's Guidance on Sampling and Data Analysis Methods (Ecology, 1995) and Guidance for Preparing Quality Assurance Project Plans for Environmental Studies (Ecology, 2004), and the 1993 Model Toxics Control Act (MTCA) (WAC Chapter 173-340).

1.1 Compliance Monitoring Objectives

The primary objective of this SAP is to establish procedures for the collection of data of sufficient quality to monitor groundwater quality at two areas of the Property—the fill area and the former diesel underground storage tank (UST) area. Indicator hazardous substances (IHSs) in groundwater are diesel-range organics (DRO) and residual-range organics (RRO; e.g., lube-oil-range organics) near the former diesel UST, and arsenic beneath the fill material.

This SAP is meant to facilitate collection of reliable data about physical, environmental, and chemical conditions at the Property in support of monitoring remedial actions implemented at the Property to protect human health and the environment. It provides a consistent set of sampling and analysis procedures. If an unforeseen change in methodology requires modification to this SAP, an addendum may be prepared that describes the specific revision(s). Procedures are provided that will direct the investigation process so that the following conditions are met:

- Data collected are of high quality, representative, and verifiable.
- Use of resources is cost effective.
- Data can be used by GSSI and Ecology to support groundwater compliance monitoring.

This SAP describes methods for sampling groundwater, decontaminating equipment, and managing investigation-derived waste (IDW). It also includes procedures for collecting, analyzing, evaluating, and reporting usable data. This SAP includes all currently foreseen methods for analysis of groundwater samples, as well as quality assurance (QA) procedures for field activities, sampling QA and quality control (QC) procedures, and data validation.

2 ACCESS AND SITE PREPARATION

MFA personnel will notify GSSI, the Schmid Limited Family Partnership I, and the Ecology project manager a minimum of 48 hours before beginning each sampling event at the Property. Access to the Property is allowed at all reasonable times for the purpose of overseeing work performed.

3 GROUNDWATER SAMPLING

3.1 Procedure

Sampling methods will be designed to collect samples representative of in situ groundwater. Groundwater samples will be collected from monitoring wells according to standard low-flow sampling techniques. Groundwater samples will be collected from the middle of the screened interval or, if the water level is below the top of the screen, from the middle of the water column. Table 1 provides information pertaining to the monitoring well locations and the corresponding measuring point elevation, depth to bottom, and approximate screened interval. Groundwater samples will be extracted using a peristaltic pump and dedicated tubing if head levels allow use of a suction lift pump. In the event that the head level falls below the peristaltic pump capability, a double-check valve disposable bailer will be used for purging and sample collection.

Before collection of groundwater samples, the water level will be measured and the well will be purged. Each well will be purged prior to sampling, using a peristaltic pump with new, disposable tubing at a flow rate of 0.1 to 0.4 liter per minute. Water levels will be monitored regularly during purging, and drawdown will be kept at a minimum (<0.3 foot), as applicable. Note that monitoring well MW03 has been purged dry in the past because of a slow recharge rate. If wells are purged dry, they will be sampled within 24 hours, during which time they will be allowed to recharge.

Groundwater parameters will be measured periodically (every five to ten minutes) during purging to evaluate conditions. The following water quality parameters will be measured with a multiparameter, handheld meter and will be recorded: temperature, pH, specific conductance, dissolved oxygen, oxygen-reduction potential (ORP), and turbidity. Groundwater samples will be collected after consecutive readings indicate that the system is stable, in that the parameters have stabilized as follows: temperature within 0.1 degree Celsius; pH within 0.1 standard units; specific conductance, dissolved oxygen, and ORP within 10 percent; and turbidity below 10 nephelometric turbidity units.

Groundwater will be pumped directly into laboratory-supplied containers specific to the analysis required.

3.2 Nomenclature

Groundwater samples will be labeled with a prefix to indicate the location identification number and a six-digit date. For example, a groundwater sample collected from MW03 with a screen from October 18, 2015, will have the sample number MW03-101815.

Duplicate groundwater samples will replace the location number with “DUP” and the sample will have the same sample time as the primary sample. A duplicate sample of the abovementioned sample would appear as MWDUP-101815.

Samples will be documented on a field sampling data sheet (FSDS) (see the appendix); documentation will include the equipment used, water parameters (i.e., temperature, specific conductance, pH, dissolved oxygen, redox potential, and turbidity), water levels, and the amount of water purged before sampling.

3.3 Laboratory Analyses for Groundwater Samples

Table 2 provides information pertaining to groundwater sampling and analysis methods and requirements. Groundwater samples from the six monitoring wells will be analyzed using the following methods:

- DRO and RRO by the Northwest Total Petroleum Hydrocarbons (NWTPH) Method NWTPH-Dx
- Total arsenic by U.S. Environmental Protection Agency (USEPA) Method 6020

3.4 Equipment Cleaning and Decontamination

Decontamination fluids will be transferred to 55-gallon drums approved by the Washington State Department of Transportation and will be managed according to the procedures outlined in Section 3.5. Monitoring equipment will be decontaminated on site and between sampling locations. Decontamination will consist of the following:

- Distilled-water rinse
- Nonphosphate detergent wash, consisting of a dilute mixture of Liqui-Nox and distilled water
- Final distilled-water rinse

Before the electronic meter used to measure water levels is used at the Property it will be decontaminated as described above, including the section of water-level line that will enter the well. The portion of the water-level detector that enters the water (the tip) will also be decontaminated after use in each well.

3.5 Management of Investigation-Derived Waste

IDW will include purged groundwater and decontamination fluids. IDW generated during monitoring well sampling will be contained in 55-gallon drums in a designated, secured area on the Property, pending analytical results. Analytical data from the groundwater sampling activities previously described will be used for waste characterization. Each drum will be properly labeled with a waste management drum number, the source of the water, the volume of material, and the date of collection. After the work is complete and analytical results are received, liquids will be evaluated and disposed of appropriately based on the analytical results from the groundwater samples.

4 ANALYTICAL METHODS

4.1 Chemicals of Interest

The following chemicals have been identified as IHSs: DRO and RRO in the former diesel UST area and arsenic in the fill area.

4.2 Laboratory Test Methods and Reporting Limits

In accordance with the QA/QC requirements set forth in this SAP, Specialty Analytical, Inc. (SA) of Clackamas, Oregon, will perform the following analyses using the methods specified: DRO and RRO by NWTPH-Dx and arsenic by USEPA Method 6020.

4.3 Quality Assurance and Quality Control Samples Generated in Field

To ensure that field samples and quantitative field measurements are representative of the media collected and conditions being measured, sample collection and measurement methods will follow procedures documented in Section 3. QC samples collected in the field include field duplicates. Duplicate field samples will be submitted blind to the laboratory. Field QC samples will be clearly identified on the FSDSs. Field duplicates indicate overall precision in both field and laboratory procedures.

Field equipment rinsate blanks will not be required, as all samples will be collected using dedicated, single-use equipment. Trip blanks will not be required because analytes do not include volatile organic compounds.

4.4 Laboratory Operations

In the laboratory, QC samples will include matrix spike/matrix spike duplicate (MS/MSD) samples, laboratory control samples (LCSs), surrogate spike samples, and method blanks, as well as other QC samples and procedures as required by the individual methods.

4.5 Sample Containers, Preservation, and Handling

4.5.1 Preservation

Groundwater samples for DRO and RRO will be collected in unpreserved, 1-liter, amber glass bottles. Water samples for arsenic analysis will be collected in sulfuric-acid-preserved, 500-milliliter, polyethylene bottles. The samples will be stored in iced coolers at 4 degrees \pm 2 Celsius. Sample containers will be supplied by the analytical laboratory.

4.5.2 Sample Packaging and Shipping

Samples will be stored in iced shipping containers or a refrigerator designated for samples, and then transported by courier to SA in iced shipping containers.

4.6 Sample Custody

Sample custody will be tracked from point of origin through final analysis and disposal, using a chain-of-custody (COC) form, which will be filled out with the appropriate sample and analytical information as soon as possible after samples are collected. For purposes of this work, custody will be defined as follows:

- In plain view of MFA field representatives
- Inside a cooler that is in plain view of MFA field representatives
- Inside any locked space such as a cooler, refrigerator (in MFA office), or MFA or SA vehicle to which the MFA or SA representatives have the only available key(s)

The following items will be recorded on the COC form:

- Project name
- Project number
- MFA project manager
- Sampler name(s)
- Sample number, date and time collected, media, number of bottles submitted
- Requested analyses for each sample
- Type of data package required
- Turnaround requirements
- Signature, printed name, organization name, date, and time of transfer of all persons having custody of samples

- Additional instructions or considerations that would affect analysis (e.g., nonaqueous layers, archiving)

Persons in possession of the samples will be required to sign and date the COC form whenever samples are transferred between individuals or organizations. The COC will be included in the shipping containers with the samples. The laboratory will implement its in-house custody procedures, which begin when sample custody is transferred to laboratory personnel.

At the analytical laboratory, a designated sample custodian will accept custody of the received samples and will verify that the COC form matches the samples received. The shipping container or set of containers is given a laboratory identification number, and each sample is assigned a unique sequential identification number that includes the original shipping container identification number.

4.7 Field Instrumentation

Field instruments will be used during the investigations. The following field equipment will require calibration before use and periodically during sampling activities:

- pH meter
- Conductivity meter
- Dissolved-oxygen meter
- ORP meter
- Turbidity meter
- Thermometer
- Electronic water-level probe

Field-instrument calibration and preventive maintenance will follow the manufacturers' guidelines, and any deviation from the established guidelines will be documented. Generally, field instruments will be calibrated daily before work begins. Field personnel may decide to calibrate more than once a day if inconsistent or unusual readings occur, or if conditions warrant more frequent calibration. Calibration activities will be recorded in instrument-specific logbooks or field notebooks.

4.7.1 Field Calibration

Calibration procedures, calibration frequency, and standards for measurement will be conducted according to manufacturers' guidelines. To ensure that field instruments are properly calibrated and remain operable, the following procedures will be used, at a minimum:

- Operation, maintenance, and calibration will be performed in accordance with the instrument manufacturers' specifications.
- All standards used to calibrate field instruments will meet the minimum requirements for source and purity recommended in the equipment operation manual. Standards will be used before any expiration dates that may be printed on the bottle.

- Acceptable criteria for calibration will be based on the limits set in the operations manual.
- All users of the equipment will be trained in the proper calibration and operation of the instrument.
- Field instruments will be inspected before they are taken to the Property.
- Field instruments will be calibrated at the start and end of each work period. Meters will be recalibrated, as necessary, during the work period.
- Calibration procedures (including time, standards used, and calibration results) will be recorded in a field notebook. Although not reviewed during routine QA/QC checks, the data will be available if problems are encountered.

4.7.2 Preventive Maintenance

Preventive maintenance of field instruments and equipment will follow the operations manuals. A schedule of preventive-maintenance activities will be followed to minimize downtime and ensure the accuracy of measurement systems.

4.8 Laboratory Instrumentation

Specific laboratory instrument calibration procedures, frequency of calibration, and calibration standards will be prepared according to the method requirements as developed by the USEPA, following procedures presented in SW-846 (USEPA, 1986).

4.9 Laboratory Calibration and Preventive Maintenance

The laboratory calibration ranges specified in SW-846 (USEPA, 1986) will be followed.

Preventive maintenance of laboratory equipment will be the responsibility of the laboratory personnel and analysts. This maintenance includes routine care and cleaning of instruments and inspection and monitoring of carrier gases, solvents, and glassware used in analyses. The preventive-maintenance approach for specific equipment will follow the manufacturers' specifications and good laboratory practices.

Precision and accuracy data will be examined for trends and excursions beyond control limits to determine evidence of instrument malfunction. Maintenance will be performed when an instrument begins to change, as indicated by the degradation of peak resolution, shift in calibration curves, decrease in sensitivity, or failure to meet any of the QC criteria.

4.10 Laboratory Quality Assurance and Quality Control Checks

USEPA Method 6020 and NWTPH-Dx include specific instructions for the analysis of QC samples and the completion of QC procedures during sample analysis. These QC samples and procedures verify that the instrument is calibrated properly and remains in calibration throughout the analytical sequence, and that the sample preparation procedures have been effective and have not introduced

contaminants into the samples. Additional QC samples are used to identify and quantify positive or negative interference caused by the sample matrix. The following laboratory QC procedures are required for most analytical procedures:

- **Calibration Verification**—Initial calibration of instruments will be performed at the start of the project or sample run, as required, and when any ongoing calibration does not meet control criteria. The number of points used in the initial calibration is defined in the analytical method. Continuing calibration will be performed as specified in the analytical method to track instrument performance. If a continuing calibration does not meet control limits, analysis of project samples will be suspended until the source of the control failure is either eliminated or reduced to within control specifications. Any project samples analyzed while the instrument was outside of control limits will be reanalyzed.
- **Method Blanks**—Method blanks are used to assess possible laboratory contamination of samples associated with all stages of preparation and analysis of samples and extracts. The laboratory will not apply blank corrections to the original data. A minimum of one method blank will be analyzed for every sample extraction group, or one for every 20 samples, whichever is more frequent.
- **MS/MSD Samples**—MS samples are analyzed to assess the matrix effects on the accuracy of analytical measurements. A minimum of one MS will be analyzed for each sample delivery group (SDG), or one for every 20 samples, whichever is more frequent. Because the spike is a duplicate sample, it measures the quality of laboratory preparatory techniques and the heterogeneity of the sample.
- **Surrogate Spike Compounds**—Surrogate spikes are used to evaluate the recovery of an analyte from individual samples. All project samples to be analyzed for organic compounds will be spiked with appropriate surrogate compounds as defined in the analysis method. Recoveries determined using these surrogate compounds will be reported by the laboratory; however, the laboratory will not correct sample results using these recoveries.
- **LCSs**—Although not required by the referenced methods, the laboratory will analyze LCSs. One LCS will be analyzed for every SDG, or one for every 20 samples, whichever is more frequent. The source of the LCS must be included in the data package.

4.11 Field Quality Control

Field duplicates are collected to measure sampling and laboratory precision. Field duplicates will be collected for groundwater samples collected from monitoring wells, and will be prepared by the sampling personnel in the field and submitted to the laboratory. At least one duplicate sample will be collected during each sampling event.

4.12 Data Reduction, Validation, and Reporting

The analytical laboratory will submit analytical data packages that include laboratory QA/QC results to permit independent and conclusive determination of data quality. Data quality will be determined

by MFA, using the data evaluation procedures described in this section. The results of the MFA evaluation will be used to determine if the project data quality objectives have been met.

4.12.1 Field Data Reduction

Daily internal QC checks will be performed for field activities. Checks will consist of reviewing field notes to confirm that the specified measurements, calibrations, and procedures are being followed. The need for corrective action will be assessed on an ongoing basis, in consultation with the project manager.

4.12.2 Laboratory Evaluation

Initial data reduction, evaluation, and reporting at the analytical laboratory will be carried out as described in USEPA SW-846 manuals for organic analyses (USEPA, 1986), as appropriate. Additional laboratory data qualifiers may be defined and reported to further explain the laboratory's QC concerns about a particular sample result. All additional data qualifiers will be defined in the laboratory's case narrative reports associated with each case.

4.12.3 Data Deliverables

Laboratory data deliverables are listed below. Electronic deliverables will contain the same data that are presented in the hard-copy report.

- Transmittal cover letter
- Case narrative
- Analytical results
- COC
- Surrogate recoveries
- Method blank results
- MS/MSD results
- Laboratory duplicate results

4.12.4 MFA Evaluation

4.12.4.1 Data Quality Assurance and Quality Control Review

MFA will evaluate the laboratory data for precision, completeness, accuracy, and compliance with the analytical method. MFA will review data and assign data qualifiers to sample results, following applicable sections of the USEPA procedures for organics data review (USEPA, 1986, 1994).

Data qualifiers, as defined by the USEPA, are used to classify sample data according to their conformance to QC requirements. The most common qualifiers are listed below:

- J—Estimate, qualitatively correct but quantitatively suspect.

- R—Reject, data not suitable for any purpose.
- U—Not detected at a specified reporting limit.

Poor surrogate recovery, blank contamination, or calibration problems, among other things, can cause the sample data to be qualified. Whenever sample data are qualified, the reasons for the qualification will be stated in the data evaluation report.

QC criteria not defined in the guidelines for evaluating analytical data are adopted, where appropriate, from the analytical method.

The following information will be reviewed during data evaluation, as applicable:

- Sampling locations and blind sample numbers
- Sampling dates
- Requested analysis
- COC documentation
- Sample preservation
- Holding times
- Method blanks
- Surrogate recoveries
- MS/MSD results
- Laboratory duplicates (if analyzed)
- Field duplicates
- LCSs
- Method reporting limits above requested levels
- Any additional comments or difficulties reported by the laboratory
- Overall assessment

The results of the data evaluation review will be summarized for each data package. Data qualifiers will be assigned to sample results on the basis of USEPA guidelines, as applicable.

4.12.4.2 Data Management and Reduction

MFA uses EQuIS to manage all laboratory data. The laboratory will provide the analytical results in electronic EQuIS-deliverable format. Following data evaluation, data qualifiers will be entered into the EQuIS database.

Data may be reduced to summarize particular data sets and to aid interpretation of the results. Statistical analyses may also be applied to results. Data reduction QC checks will be performed on all hand-entered data, any calculations, and any data graphically displayed. Data may be further reduced and managed using one or more of the following computer software applications:

- Microsoft® Excel® (spreadsheet)
- EQuIS (database)

- AutoCad and/or Arc GIS (graphics)
- USEPA ProUCL (statistical software)

5 REPORTING

After the data are received, MFA will generate a data report, which will summarize and screen the data against the MTCA Method A cleanup levels. Estimates of the groundwater potentiometric surface and extent of groundwater contamination will be provided, as well as work-product documentation (e.g., data validation reports).

Consistent with Ecology's Policy 840, the groundwater analytical data will be uploaded to Ecology's environmental information management system.

LIMITATIONS

The services undertaken in completing this plan were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This plan is solely for the use and information of our client unless otherwise noted. Any reliance on this plan by a third party is at such party's sole risk.

Opinions and recommendations contained in this plan apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this plan.

REFERENCES

Ecology. 1995. Guidance on sampling and data analysis methods. Publication No. 94-49. Washington State Department of Ecology Toxics Cleanup Program. January.

Ecology. 2004. Guidance for preparing quality assurance project plans for environmental studies. Publication No. 04-03-030. Washington State Department of Ecology. July.

USEPA. 1986. Test methods for evaluating solid waste: physical/chemical methods. EPA 530/SW-846. U.S. Environmental Protection Agency, Office of Solid Waste and Emergency Response. September (update 1, July 1992; update 2a, August 1993; update 2, September 1994; update 2b, January 1995).

USEPA. 1994. USEPA contract laboratory program, national functional guidelines for inorganics data review. EPA 540/R-94/013. U.S. Environmental Protection Agency, Office of Emergency and Remedial Response. February.

TABLES



Table 1
Monitoring Well Summary
32nd Street Property
Washougal, Washington

| Monitoring Well | Measuring Point Elevation (ft NAVD) | Depth to Bottom ^a (ft MPE) | Approximate Screened Interval (ft MPE) |
|--|-------------------------------------|---------------------------------------|--|
| Former Diesel UST Area | | | |
| MW02 | 88.88 | 28.07 | 17.75-27.75 |
| MW03 | 87.74 | 32.85 | 22.75-32.75 |
| MW07 | 65.97 | 19.29 | 9-19 |
| Fill Area | | | |
| MW04 | 86.74 | 29.78 | 19.5-29.5 |
| MW05 | 63.30 | 18.77 | 8.5-18.5 |
| MW06 | 61.06 | 17.95 | 7.75-17.75 |
| NOTES: ft MPE = feet below measuring point elevation. ft NAVD = in feet North American Vertical Datum of 1988. UST = underground storage tank. ^a Depth-to-bottom measurements recorded on September 16, 2015, for MW02, MW03, and MW07 and on March 19, 2014, for MW04, MW05, and MW06. | | | |

Table 2
Sample Analysis, Handling Summary, and Reporting Limits
32nd Street Property
Washougal, Washington

| Analyte | Analytical Method | Suggested Volume | Container | Preservative | Holding Time from Collection | Estimated Number of Samples per Sampling Event | Estimated Number of Field Duplicates per Sampling Event | Method Reporting Limit |
|-------------|-------------------|------------------|--------------|---|------------------------------|--|---|------------------------|
| Arsenic | USEPA 6020 | 500 ml | polyethylene | HNO ₃ to pH<2, and Cool, 4°C | Six months | 6 | 1 | 1 ug/L |
| DRO and RRO | NWTPH-Dx | 1000 ml | amber glass | Cool, 4°C | Seven days | 6 | 1 | 200 ug/L |

NOTES:
Number of samples may increase or decrease, based on field observations and screening data.
°C = degrees Celsius.
DRO = diesel-range organics.
HNO₃ = nitric acid.
ml = milliliter.
NWTPH = Northwest Total Petroleum Hydrocarbons.
RRO = residual-range organics.
ug/L = micrograms per liter.
USEPA = U.S. Environmental Protection Agency.

APPENDIX

FIELD SAMPLING DATA SHEET FORM





| | | | |
|-----------------|-----------|------------------|--|
| Client Name: | | Sample Location: | |
| Project #: | | Staff: | |
| Project Name: | | Sampling Date: | |
| Sampling Event: | | Sample Name: | |
| Sub Area: | | Sample Depth: | |
| FSDS QA: | | | |
| Easting: | Northing: | TOC: | |

Hydrology/Level Measurements

| Date | Time | D'T-Bottom | D'T -Product | D'T-Water | D'TP-D'TW | D'TB-D'TW | Pore Volume |
|------|------|------------|--------------|-----------|-----------|-----------|-------------|
| | | | | | | | |

(0.75" = 0.023 gal/ft) (1" = 0.041 gal/ft) (1.5" = 0.092 gal/ft) (2" = 0.163 gal/ft) (3" = 0.367 gal/ft) (4" = 0.653 gal/ft) (6" = 1.469 gal/ft) (8" = 2.611 gal/ft)

Water Quality Data

| Purge Method | Time | Purge Vol (L) | WLE (ft) | Flowrate (l/min) | pH | Temp (C) | E Cond (uS/cm) | DO (mg/L) | EH | Turbidity |
|--------------|------|---------------|----------|------------------|----|----------|----------------|-----------|----|-----------|
| | | | | | | | | | | |
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Final Field Parameters

| | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|

Purge and Sample Methods: (1) Submersible Pump (2) Peristaltic Pump (3) Disposable Bailer (4) Vacuum Pump (5) Dedicated Bailer (6) Inertia Pump (7) Other (specify)

Water Quality Observations:

Sample Information

| Sampling Method | Sample Type | Sampling Time | Container Code/Preservative | # of Bottles | Filtered (Yes/No) |
|-----------------|-------------|---------------|-----------------------------|--------------|-------------------|
| | Groundwater | | VOA-Glass | | |
| | | | Amber-Glass | | |
| | | | White Poly | | |
| | | | Yellow Poly | | |
| | | | Green Poly | | |
| | | | Red Total Poly | | |
| | | | Red Dissolved Poly | | |
| | | | Total Bottles | | |

General Sampling Comments

Signature

AGENDA BILL
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

Bill No. 75-16

SUBJECT:

RMS Interlocal Agreement with Clark County, Washington to participate in a multi-agency, multi-jurisdictional records management system.

FOR AGENDA OF: 09/26/2016

DEPT. OF ORIGIN: Police

REVIEWED AT: Workshop on 09/26/2016

EXHIBITS:

RMS Interlocal, Multi-Agency Records Management System

TO BE RETURNED TO COUNCIL:

APPROVED BY DEPT. HEAD: RM

EXPENDITURE REQUIRED:

BUDGETED:
Yes

APPROPRIATION REQUIRED:
N/A

SUMMARY STATEMENT

The proposed Interlocal Agreement between the City of Washougal and Clark County to participate in a Regional Multi-Agency, Multi-Jurisdictional Records Management System for Police. The record management system presently used by Police will terminate effective 01/10/2017 and will no longer be used. This agreement is perpetual and will remain in effect unless otherwise terminated by either party.

RECOMMENDED ACTION

1. Authorize the Mayor to sign the interlocal Records Management Agreement with Clark County, Washington.

RMS INTERLOCAL AGREEMENT MULTI-AGENCY RECORDS MANAGEMENT SYSTEM

THIS INTERLOCAL AGREEMENT is made and entered into this 1st day of October, 2016, by and between CLARK COUNTY, WASHINGTON, (hereinafter "Clark County"), the Clark County Sheriff's Office (hereinafter "Sheriff's Office"), and the Washougal Police Department. Authority to enter into the Agreement is pursuant to RCW 39.34.030.

This Agreement may refer to Clark County, the Sheriff's Office, and the Washougal Police Department individually as a "Party" or jointly as the "Parties."

This Agreement shall be perpetual and remain in effect unless otherwise terminated per the terms of this Agreement.

RECITALS

WHEREAS, the Sheriff's Office, the Washougal Police Department, and other local law enforcement agencies have been actively evaluating and pursuing options to replace the existing RegJIN system to better meet agency needs; and

WHEREAS, Clark County entered into a contract with Executive Information Services, Inc. (EIS) to implement and support a multi-agency Records Management System (RMS) and related Interfaces for the benefit of the Sheriff's Office and other Participating Law Enforcement Agencies within Clark County; and

WHEREAS, the Sheriff's Office has invited local law enforcement agencies to join in the implementation and use of the RMS to improve available system functionality and enhance collaboration and information sharing amongst Participating Law Enforcement Agencies; and

WHEREAS, the Washougal Police Department desires to partner with Clark County, the Sheriff's Office, and other Participating Law Enforcement Agencies in the implementation and ongoing full Use of the RMS; and

WHEREAS, this AGREEMENT has been authorized by the respective governing bodies of the Washougal Police Department and Clark County; now, therefore,

IT IS COVENANTED AND AGREED as follows:

1. Definitions

The following is a definition of terms used herein:

- A. "Access" means the authority granted to the Washougal Police Department's Authorized Users to review or receive information from the RMS.
- B. "ACCESS" means A Central Computerized Enforcement Service System and refers to the statewide law enforcement telecommunications system operated by the Washington State Patrol (WSP). ACCESS provides telecommunications

linkage to law enforcement and other criminal justice agencies. It provides a means for agencies to query multiple state and national databases to include information systems provided by the Department of Corrections, Department of Licensing, Parks, the Washington Crime Information Center (WACIC), and the Washington State Identification Section (WASIS). The system also allows both national and international queries through the International Justice and Public Safety Information Sharing Network (NLETS) switch to include Interstate Identification Index (III) and the National Crime Information Center (NCIC) provided by the Federal Bureau of Investigation (FBI). NLETS also provides responses from the Canadian Police Information Centre (CPIC), and Interpol as well as other state hot file and licensing information. ACCESS usage is limited to criminal justice purposes as outlined by the FBI standards, and as audited (every three years at present) by WSP and the FBI.

- C. “Agreement” means this Interlocal Agreement.
- D. “Amendment” means a written document required to be signed by the Parties when in any way altering the Terms and Conditions or provisions of the Agreement.
- E. “Authorized Use” means functions and capabilities that a User is assigned and able to perform based on User ID and password, as established by an authorized RMS System Administrator, and within WSP ACCESS and FBI CJIS policies.
- F. “Authorized RMS User” means any User that has passed the authentication process of the RMS and is thereby authorized to Use the RMS’s functions and components based on the permissions established by that User’s credentials (User ID and password, etc.).
- G. “Confidential Information” means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- H. “Criminal History Record Information” means information collected by criminal justice agencies and stored or available through the RMS on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including, but not limited to sentencing, correctional

supervision, and release.

- I. “Criminal Justice Information” means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This includes Criminal History Record Information and Intelligence and Investigative Information. It does not include agency personnel or administrative records used for agency operations or management.
- J. “Criminal Justice Information Services Security Policy” is referred to more simply as “CJIS” and is a published standard of the FBI to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. By Washington State and Federal law, this Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.
- K. “Documentation” means User manuals, and other written and electronic materials in any form that describe the features or functions of the RMS, including but not limited to published specifications, technical manuals, training manuals, and operating instructions.
- L. “Equipment” means any hardware, machinery, device, tool, computer, computer components, computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the RMS.
- M. “Error” means any defect, problem, condition, bug, or other partial or complete inability of the RMS to operate in accordance with the applicable Specifications and Documentation.
- N. “Interface” means a point of interaction between RMS components or the device or code which enables such interaction; applicable to both Equipment and Software.
- O. “Intelligence and Investigative Information” means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.
- P. “Material Breach” means any breach of this Agreement that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Agreement.
- Q. “Mobile Data Computer (MDC)” means commercial grade mobile computers operating in a law enforcement vehicle or otherwise not connected via a local or wide area network that are capable of Accessing RMS server(s) via a network

connection that is compliant with the FBI's Criminal Justice Information System (CJIS) security policies.

- R. "Participating Law Enforcement Agencies" means those law enforcement agencies that have executed an Interlocal Agreement for the ongoing full Use of the RMS and related Interfaces.
- S. "Personal Computer (PC)" means commercial grade desk top computers that are capable of accessing RMS server(s) via a CJIS compliant connection.
- T. "Person" means an individual of any age, concerning whom Criminal History Record Information is contained in, or accessible through the RMS.
- U. "Police Department Asset" shall mean hardware, software, equipment, real property and fixtures that are owned, operated or leased by the Washougal Police Department.
- V. "Records Management System (RMS)" is the law enforcement records management system acquired and implemented by Clark County for use by the Sheriff's Office, the Washougal Police Department, and other Participating Law Enforcement Agencies within Clark County.
- W. "RMS System Administrator" shall mean a specially trained Authorized User that is authorized to perform RMS administrative functions.
- X. "RMS System Manager" is the individual with designated named backups appointed by the Sheriff's Office to manage and operate the RMS on a daily basis.
- Y. "Specifications" shall mean the specifications contained in the contract between Clark County and EIS for the RMS governing its implementation and use by the Clark County, the Sheriff's Office, and the Washougal Police Department.
- Z. "Terminal Agency Coordinator (TAC)" is the individual within the Sheriff's Office or other Participating Law Enforcement Agencies designated to serve as the point-of-contact at the local agency for matters relating to CJIS information access. The TAC administers CJIS systems programs within the local agency and oversees the agency's compliance with CJIS systems policies.
- AA. "Use" means authorized Access provided to the Washougal Police Department to assign Users and their designated permission levels within the RMS; and Users' actual access to enter data, and/or receive information from the RMS.
- BB. "User" shall mean any person employed by or working on behalf of Clark County, the Sheriff's Office, the Washougal Police Department, and other Participating Law Enforcement Agencies within Clark County; including all Officers, Directors, and any person or entity authorized to provide Services requiring use of the RMS, in the course of assisting one or more of the Parties.

CC. "User Fees" are fees set by mutual agreement between the Parties to recover the centralized costs related to RMS support and server replacement.

2. Purpose

The Purpose of this Agreement is to define the terms and conditions under which the RMS will be Accessed and Used by the Washougal Police Department and mutually administered, supported, and maintained by Clark County (Information Technology), the Sheriff's Office, and the Washougal Police Department.

3. Responsibilities of Clark County:

- A. Clark County (Information Technology) agrees to enable Access to the RMS via Equipment, including PCs, MDC, and other hand held devices for Authorized Use by Sheriff's Office and Washougal Police Department Users.
- B. Clark County (Information Technology) agrees to both provide and limit Access in a procedural, technological, and infrastructure design and maintenance manner consistent with the CJIS Security Policy requirements – as published by the FBI and as audited (every three years at present) by WSP and FBI.
- C. Clark County (Information Technology) agrees to both provide and limit Access in a procedural, technological, and infrastructure design and maintenance manner consistent with the ACCESS policy requirements – as published and audited (every three years at present) by WSP.
- D. Clark County (Information Technology) agrees to provide procedures, instructions and other documents to the Washougal Police Department regarding the methods available and minimum requirements for network connections to gain Access via Clark County's network demarcation points.
- E. Clark County (Information Technology) agrees to maintain and administer the County-owned Equipment and Network infrastructure according to Clark County Information Technology policies and procedures, to include:
 - 1) Maintain and update physical and virtual servers and storage devices hosted within Clark County's environment.
 - a. Operating system updates and security patches
 - b. Anti-Virus, spam and malware protection
 - 2) Provide planned replacement of servers at the end of service life.
 - 3) Manage, monitor, and service the SQL database(s).
 - 4) Manage and maintain backup routines of servers and databases.
 - 5) Manage and monitor disk space.

- 6) Manage and maintain the network infrastructure within Clark County's domain, including the provision of NetMotion access for MDCs other mobile devices.
 - 7) Implement application software upgrades and patches. Working closely with EIS, Clark County Information Technology staff will supervise, monitor, and perform the implementation of upgrades, updates, and patches provided by EIS to the production server.
 - 8) Clark County IT shall schedule, at least 48 hours in advance, all maintenance and/or administration activities that will or could result in a system outage. A notification will be provided to the RMS System Manager and affected Participating Law Enforcement Agency System Administrators at least 48 hours prior to the scheduled activity for each such instance.
- F. Clark County (Information Technology) agrees to provide weekly updates to the RMS System Manager and the Washougal Police Department System Administrator, to include:
- 1) Percent of uptime for the RMS during the week,
 - 2) Detailed explanation of any hardware or network downtime during the week, including root cause, duration, magnitude and resolution,
 - 3) Description of maintenance or update tasks performed, during the week,
 - 4) Scheduled maintenance planned for the coming week,
 - 5) Percent of disk space utilized/available each week,
 - 6) Percent of CPU usage each week,
 - 7) Percent of memory usage each week,
 - 8) Any additional issues or observations that, left unaddressed, may lead to future outages and/or disruptions.
- G. Clark County (Information Technology) agrees to monitor, audit, and troubleshoot the connections necessary to upload information from the RMS to NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.
- H. Clark County (Information Technology) agrees to provide procedures, instructions and other documents to the Washougal Police Department regarding the minimum requirements for PCs, MDCs, network connections, etc. to gain and maintain ongoing Access to Clark County's Network and/or the RMS.
- I. Clark County (Information Technology) agrees to provide billing to the local agencies for collecting funds for the perpetual support and servicing of the servers and databases, EIS annual support and maintenance, and future expenditures as mutually agreed by the Parties.

- J. Clark County (Information Technology) agrees to provide a 24-hour, 365 days per year phone line for the Sheriff's Office and the Washougal Police Department to report suspected Network and/or Connectivity problems. The response requirements and protocol for addressing such problems is established in Exhibit A, RMS Support Model.

4. Responsibilities of the Sheriff's Office:

- A. The Sheriff's Office, Pursuant to Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy, approved October 20, 1976, shall exercise management control of the RMS.
- B. The Sheriff's Office agrees to provide instructions, documents, and arrange for the necessary training to certify one or more Washougal Police Department RMS System Administrators to perform necessary administrative functions such as adding and removing Users from the RMS, establishing User IDs and passwords, setting up each User's Authorized Uses, and resetting passwords. The Sheriff's Office will provide ongoing training for RMS System Administrators at the times and places as mutually agreed upon by the Parties.
- C. The Sheriff's Office agrees to provide, to the extent resources permit, limited ongoing support to the Washougal Police Department to aid its RMS System Administrator(s) in the performance of their responsibilities and functions.
- D. The Sheriff's Office agrees to provide training materials, training mentors and access to the RMS training environment to enable the Washougal Police Department's trainers to provide RMS training and instruction to its Users.
- E. The Sheriff's Office agrees to monitor, audit, and trouble-shoot the content and information that is shared from the RMS to NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.
- F. The Sheriff's Office agrees to provide a 24-hour, 365 days per year phone line for the Washougal Police Department to report problems involving the EIS application and/or the RMS that do not appear to be Network and Connectivity problems. The response requirements and protocol for addressing such problems is established in Exhibit A, RMS Support Model.

5. Responsibilities of the Washougal Police Department:

- A. The Washougal Police Department warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.
- B. The Washougal Police Department acknowledges and agrees that its

Users will only Access or Use the RMS for Authorized Uses. Permission to Access or Use the information available in or through the RMS other than for Authorized Use shall be obtained in writing from the Sheriff's Office prior to any such use.

- C. The Washougal Police Department acknowledges and agrees that its Users will not modify through computer programming or other techniques the functions, capabilities, and operations of the RMS unless written authorization is provided by the RMS System Manager prior to performing such modifications.
- D. The Washougal Police Department shall at all times have at least one designated RMS System Administrator. The RMS System Administrator(s) shall be responsible for creating User IDs, passwords, and establishing the Authorized Uses of the RMS for its Users within the constraints of this Agreement.
- E. The Washougal Police Department is responsible for providing, installing and configuring, in a manner that complies with the minimum requirements of the RMS, its own Equipment. This includes, but is not limited to PCs, MDCs, printers, scanners, image capture devices and other peripherals required or necessary for its Users to Access and Use the RMS.
- F. The Washougal Police Department is responsible for providing secure network Access that 1) meets CJIS security requirements and 2) enables its Equipment to reach Clark County's network demarcation points.
- G. The Washougal Police Department is responsible for identifying to the RMS System Manager a designated TAC, and for ensuring that all of its Equipment, network access points, and Users with Access to the RMS comply with the most current CJIS and ACCESS security policies. The Washougal Police Department is responsible for curing on a timely basis (as determined by the WSP and/or FBI) any problems uncovered as a result of either a WSP or an FBI audit.
- H. The Washougal Police Department authorizes the Sheriff's Office to provide its public records category data that is contained in the RMS to LInX Northwest for access and authorized use by LInX Northwest users.

6. Confidentiality

- A. Maintenance of Confidentiality. The Parties shall treat as confidential any Confidential Information that has been made known or available or that has been received, learned, heard or observed; or to which a Party has had access. The Parties shall use Confidential Information exclusively for the Parties' benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the Parties, in no event shall a Party publish, use, discuss or cause or permit to be disclosed to any other person such Confidential Information. The Parties shall (1) limit disclosure of the Confidential Information to those directors, officers, employees and agents who need to know the Confidential Information, (2) exercise

reasonable care with respect to the Confidential Information, at least to the same degree of care as it employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the Party who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the Parties' possession or custody or under its control. The Parties are expressly restricted from and shall not use Confidential intellectual property of the Parties without prior written consent.

- B. The Parties acknowledge that each is subject to the Washington Public Records Act and related Federal law. Third persons may claim that the Confidential Information may be, by virtue of its possession by one or more Parties, a public record and subject to disclosure. The Party receiving a public records request agrees, consistent with state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential. Specifically, the Parties shall abide by RCW 42.56 for cases involving public records contained in the RMS. A Parties' commitments to maintain information confidential under this Agreement are all subject to the constraints of Washington Statutes and Federal laws. Within the limits and discretion allowed by those laws, the Parties will maintain the confidentiality of information.
- C. The Parties acknowledge and agree that the Sheriff's Office and the Washougal Police Department each owns its own data in the RMS.
- D. The Washougal Police Department acknowledge that unauthorized disclosure of Confidential Information will result in irreparable harm to the Sheriff's Office and/or other participating law enforcement agencies. In the event of a breach or threatened breach of this Agreement, the Sheriff's Office or the Washougal Police Department may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

7. **Limits on Dissemination**

The Washougal Police Department's Dissemination of Criminal Justice Information available in or through the RMS shall follow current Criminal Justice Information policies and procedures and/or other applicable State and/or Federal Laws.

8. **Information Control and Responsibility**

Additions, modifications, and deletions of information or data stored in the RMS shall be restricted to being performed by the agency owning the information or data. Such changes may be made by the Sheriff's Office at the request of the owning agency. In any event, such changes will be restricted to specifically authorized Users and devices in accordance with the most current CJIS Security Policy, and consistent with each Party's scope of responsibility in providing Access.

9. **Security**

- A. Physical Security - the Washougal Police Department shall be responsible for maintaining the physical security of all devices that are authorized to Access the RMS, as well as any printed output or RMS Documentation which might permit unauthorized Access to, or Use of the RMS from within the Washougal Police Department.
- B. On-Line Security - The RMS contains procedures and tools to ensure that only authorized Users and devices can Access the information available in or through the RMS. Washougal Police Department Users will be required to enter RMS User IDs and passwords before gaining Access to the RMS, including RMS functions and RMS data. The Washougal Police Department is responsible for issuing individual RMS User IDs and passwords to its Users and acknowledges and agrees that its Users will not share RMS User IDs and passwords.
- C. Personnel Security - Any individual(s) that are provided Access to the RMS by the Washougal Police Department through the issuing of RMS IDs and passwords shall undergo the following security checks:
- 1) A personal background investigation equivalent to a background investigation that would enable them to Access the Washougal Police Department's own confidential information.
 - 2) Be fingerprinted and their identification and personal history verified through a check of the RMS master name index; as well as the National Crime Information Center, and the FBI's Criminal Identification files.
 - 3) Complete training and/or obtain appropriate certifications from WSP for any LEADS and NCIC transactions for which the User is authorized to perform within or via the RMS.
 - 4) ACCESS training and certifications.
- D. The Washougal Police Department acknowledges and agrees to comply with applicable CJIS Security Policy, including, but not limited to, verifying identification, performing a state of residency and national fingerprint-based record check within 30 days of assignment for all personnel who have direct access to Criminal Justice Information through the RMS and for those employees or contractors who have direct responsibility to configure and maintain computer systems and networks with direct access to Criminal Justice Information through the RMS. If applicable, the Washougal Police Department shall deny or terminate Access and deny issuing or revoke a RMS User ID and password if, upon investigation, any of its employee requesting or currently Using a RMS User ID and password is found to be in violation of current CJIS policy.
- E. The Washougal Police Department acknowledges and agrees to immediately deactivate the RMS User ID and password of any employee or contractor who is no longer an employee, a contractor, or who no longer requires Access to the RMS.

- F. The RMS System Manager will perform an annual audit of all Authorized Users. The Washougal Police Department agrees to certify annually, at the RMS System Manager's request, the full and complete list of all Authorized Users from their agency.
- G. The Parties shall limit RMS access to authorized users, and shall not grant access to outside agencies or their representatives without expressed consent from the Sheriff's Office for each instance individually.
- H. The Washougal Police Department shall provide immediate notification to the RMS System Manager of any security breach that affects the RMS or any other Clark County or Sheriff's Office system. The Washougal Police Department shall provide notification to the RMS System Manager of any incident relating to RMS integrity such as a computer virus.
- I. Failure to comply with the Security and Access specifications contained in the Agreement may, as necessary to protect the data of other Participating Law Enforcement Agencies, result in the partial or full suspension of the Washougal Police Department and the Washougal Police Department Users' Access to the RMS until such failures are corrected.

10. Payment

- A. Clark County Information Technology shall invoice the Sheriff's Office and the Washougal Police Department an annual User Fee by January 31 of each year based on the number of authorized and budgeted sworn officers per agency as of January 1 of each year.
- B. By January 10 of each year, The Sheriff's Office and the Washougal Police Department shall each report to Clark County Information Technology the number of authorized and budgeted sworn officers as of January 1 of that year.
- C. Starting in 2017 and continuing through 2021, the User Fee shall be fixed and equal to \$426.00 per year (\$35.50 per month) per authorized and budgeted sworn officer as of January 1 of each year.
- D. Any User Fees collected by Clark County Information Technology from the Sheriff's Office and all Participating Law Enforcement Agencies over and above \$94,570 per year from 2017 through 2021 shall result in an itemized credit on the following year's billing.
- E. Starting in 2022, the User Fee may be adjusted annually to recover the actual ongoing RMS support/maintenance charges payable to EIS and actual ongoing server repair and replacement charges only, subject to a 5% maximum annual increase.
- F. Additional RMS-related services and/or RMS functions that may be added via an Amendment to this Agreement will be invoiced as a separate line item.

- G. The Sheriff's Office and the Washougal Police Department shall submit payment within thirty (30) days of receipt of the invoice from the Clark County Information Technology.
- H. Failure to pay Clark County Information Technology as due may result in the suspension of Access to the RMS until fully paid up.

11. Duration, Withdrawal and Termination:

- A. This Agreement is perpetual and shall continue from year to year unless otherwise terminated.
- B. This Agreement may be terminated by either the Sheriff's Office or the Washougal Police Department by the provision of a 180-Day written notice of termination to the other Party. Termination notices must be provided in writing and sent by either certified US mail, return receipt requested, or by personal delivery.
- C. The effective date of termination shall be on January 1 of the year following the year during which the 180-day written notice expired.
- D. Upon the effective date of termination, the Washougal Police Department may remove its assets from the RMS including its owned RMS data. All costs associated with the reasonable removal of the Washougal Police Department's assets and owned RMS data will be the responsibility of the Washougal Police Department, unless termination notice is provided by the Sheriff's Office in which case the Sheriff's Office will either keep the data or the Washougal Police Department will be responsible for all costs associated with the reasonable removal of the Washougal Police Department's assets and owned RMS data.
- E. Up to 90 days shall be allocated for the RMS System Manager to withdraw the Washougal Police Department's assets and owned RMS data from the RMS after the date upon which the termination becomes effective. The Washougal Police Department may, at its option, continue to Access the RMS during this period.
- F. In the event of termination, the Washougal Police Department shall pay Clark County for work performed in accordance with the Agreement prior to the effective date of termination.

12. Force Majeure:

In the event that either Party is unable to perform any of its obligations under this Agreement (or in the event of loss of Use) due to natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance.

13. Violations of the Agreement:

In the event of violation of the provisions of this Agreement, or violation of the ACCESS and/or CJIS Security Policy (as determined by the WSP and/or FBI) by the Washougal Police Department, its employees, and/or its contractors; the Sheriff's Office shall have the authority to restrict or prohibit Access to the RMS by the Washougal Police Department Users, PCs, MDCs, and other devices to protect the data of other Participating Law Enforcement Agencies until resolution of the problem. The Washougal Police Department shall be notified in writing of such action, given 30 days in which to cure the violation before Access is restricted or prohibited.

14. **Dispute Resolution:**

The Washougal Police Department shall cooperate with the Sheriff's Office and Clark County to assure that all claims and controversies which arise under this Agreement and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- A. Any dispute between the Washougal Police Department and the Sheriff's Office and/or Clark County under this Agreement shall be resolved, if possible by the RMS System Manager or their designee on behalf of the Sheriff's Office and Clark County, and the RMS System Administrator or their designee on behalf of the Washougal Police Department.
- B. If the RMS System Manager and Washougal Police Department's RMS System Administrator are unable to resolve any dispute within seven (7) Business Days, or such other time as mutually agreed upon, after notice of such dispute is given by either Party to the other, the matter shall be submitted to the Sheriff or their designee on behalf of the Sheriff's Office and the Chief of Police or their designee on behalf of the Washougal Police Department for resolution, if possible.
- C. Should any dispute arise between the Parties concerning this Agreement that is not resolved by mutual agreement above within thirty (30) calendar days, or such other time as mutually agreed upon, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party commencing binding arbitration or litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- D. Should an equitable solution not result from the foregoing, the Sheriff's Office and the Washougal Police Department shall be free to agree to pursue either binding arbitration, litigation, or other remedies allowed under this Agreement. Each Party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each Party shall bear its own expenses for witnesses, depositions, other costs incurred and attorney's fees.

E. Unless the Sheriff's Office has restricted or prohibited Access to the RMS pursuant to Section 13, the Washougal Police Department shall proceed with Use without any interruption or delay during the pendency of any of the foregoing dispute resolution. During the pendency of any of the foregoing dispute resolution procedures, the Washougal Police Department shall continue to make all payments that are not in dispute, in accordance with the Agreement.

15. Notice

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing:

If to Clark County: Chief Information Officer
Clark County Information Technology
707 W. 13th Street
Vancouver, WA 98666

If to the Sheriff's Office: RMS System Manager
Clark County Sheriff's Office
707 W. 13th Street
Vancouver, WA 98666

If to the -Was hougal Police Department: Name: - Ron
Mitchell
Policee Title: Chief of
Street Washougal Police Department
98671 1320 A
Washougal, WA.

16. Amendments

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, the Parties may amend this Agreement at any time only by written Amendment executed by the Parties.

Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is executed in writing by authorized representatives of the Parties. If the requirements for Amendment as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

17. Interpretation

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Washington law. Any litigation between the Parties arising under this Agreement shall occur in the Superior Court of Clark County, Washington.

18. Indemnification

To the extent permitted by the Constitution and laws of Washington, Clark County, the Parties shall hold each other harmless and indemnify each other for the negligent acts, actions or omissions to act of their respective entity's councilors, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement. Notwithstanding the foregoing, no Party shall in any way be liable to hold harmless or indemnify another Party for any costs or claims arising directly, or indirectly, out of any RMS related activities in which they are not participating.

19. Assignment

The rights and obligations of each party under this Agreement may not be assigned in whole or in part. Any attempted transfer shall be null and void, of no force or effect. Attempted transfer of this Agreement shall be considered Material Breach of contract.

20. Waiver

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

21. Remedies

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

22. Survival

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights as stated in this Agreement shall survive the termination or expiration of this Agreement.

23. No Third Party Beneficiaries

The Parties expressly agree that nothing contained in the Agreement shall create any legal right or inure to the benefit of any third party. This Agreement is entered into for the benefit of the Parties. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

24. Severability

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

25. Execution in Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.

CLARK COUNTY, WASHINGTON, a subdivision of the State of Washington

By: _____
Mark McCauley, County Manager
Date: _____

Approved as to Form Only
ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Sam Kim, Chief Information Officer
Date: _____

By: _____
Deputy Prosecuting Attorney

CLARK COUNTY SHERIFF'S OFFICE

By: _____
Chuck E. Atkins, Sheriff
Date: _____

CITY OF Washougal, WASHINGTON

By: _____
_____, City Manager
Date: _____

Approved as to Form Only

By: _____

By: _____
_____, Police Chief
Date: _____

AGENDA BILL
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington
Bill No. 76-16

SUBJECT:
Emergency Utility Assistance Program
Approval

FOR AGENDA OF: September 26, 2016

DEPT. OF ORIGIN: Finance

REVIEWED AT: N/A

EXHIBITS:
Finance Committee Approval Form

TO BE RETURNED TO COUNCIL: No

APPROVED BY DEPT. HEAD:

| | | |
|---|-------------------------|--|
| EXPENDITURE REQUIRED: \$1,329.38 | BUDGETED: Yes | APPROPRIATION REQUIRED: N/A |
| REMAINING COMMITTED FUND BALANCE \$5,052.87 | | DONATIONS IN 2016 \$54.00 |
| REMAINING UNCOMMITTED FUND BALANCE \$3,654.75 | | DONATIONS SINCE PROGRAM BEGAN \$670.00 |

SUMMARY STATEMENT

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

RECOMMENDED ACTION

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

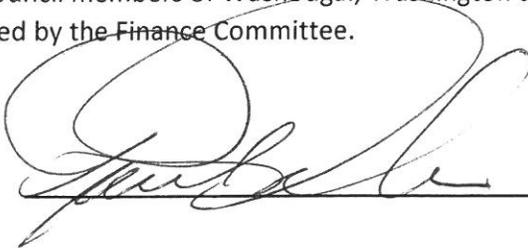
City of Washougal

Utility Assistance Program Approval

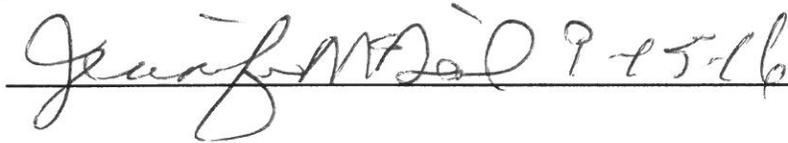
Claims presented have been reviewed by Finance for Accurate and adequate information

We the undersigned council members of Washougal, Washington do approve of the Utility Assistance payments as determined by the Finance Committee.

FINANCE COMMITTEE

 9/19/16

FINANCE COMMITTEE

 9-25-16

FINANCE COMMITTEE

Amount to be approved by Council:

\$ 508.75

City of Washougal

Utility Assistance Program Approval

Claims presented have been reviewed by Finance for Accurate and adequate information

We the undersigned council members of Washougal, Washington do approve of the Utility Assistance payments as determined by the Finance Committee.

FINANCE COMMITTEE

Jennifer McDaniel 8-29-16

FINANCE COMMITTEE

[Signature]

FINANCE COMMITTEE

Amount to be approved by Council:

\$ 618.40

City of Washougal

Utility Assistance Program Approval

Claims presented have been reviewed by Finance for Accurate and adequate information

We the undersigned council members of Washougal, Washington do approve of the Utility Assistance payments as determined by the Finance Committee.

FINANCE COMMITTEE

Jennifer McDevitt 8-29-16

FINANCE COMMITTEE

[Signature] 9/9/16

FINANCE COMMITTEE

Amount to be approved by Council:

\$ 202.23

AGENDA BILL
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington
Bill No. 77-16

SUBJECT:
Hold Public Hearing
Woodburn Hill Subarea Development
Moratorium

FOR AGENDA OF: August 26, 2016

DEPT. OF ORIGIN: Community Development

REVIEWED AT: August 22, 2016 Workshop / Meeting

EXHIBITS:
A. Ord #1805 –Moratorium Ordinance

TO BE RETURNED TO COUNCIL: Yes

APPROVED BY DEPT. HEAD: 

| | | |
|------------------------------|------------------|--------------------------------|
| EXPENDITURE REQUIRED: | BUDGETED: | APPROPRIATION REQUIRED: |
| \$0 | \$0 | \$0 |

SUMMARY STATEMENT

The City of Washougal approved the Woodburn Hill Subarea on October 6, 1997 under Ordinances #1253. Since that time several developments have occurred within the subarea but a few parcels remain that could be developed. The City Council is aware of several issues that exist within the subarea especially as they relate to different uses, density, traffic and parking and these issues have sometimes infringed on the enjoyment of the residences of the subarea. While changes to the subarea have occurred over the years in an attempt to address these concerns the majority of the developments within the subarea were approved prior to the changes being made.

At their July 25, 2016 meeting the Community Development Committee asked staff and the administration to bring forward a development moratorium for the Woodburn Hill Subarea. The Committee believed that having development within the subarea adhere to the underlying zoning regulations and existing development regulations rather than the Woodburn Hill Subarea would address the majority of the concerns raised. The Committee understood that the removal of the subarea would be a Comprehensive Plan change and that changes to that plan cannot be made until at least January of 2017. Because of this fact the Committee wanted to proceed with a development moratorium in the subarea until such time as the Woodburn Hill Subarea can be removed. The Committee also did not want to delay development that may occur in the subarea as long as that development was consistent with the underlying zoning designation and the current development regulations; therefore, the adopted moratorium ordinance contains provisions for developments that meet this criteria to proceed after obtaining a Development Agreement.

At the August 22, 2016 staff discussed the proposed moratorium at workshop. At that evening's meeting the City Council adopted Ordinance #1805 placing a six (6) month development moratorium on all properties within the Woodburn Hill Subarea. When a City Council adopts an emergency ordinance without a public hearing State law requires a hearing to take place within at least sixty days of its adoption. Ordinance #1805 directed the clerk to set the public hearing on this matter for September 26, 2016.

RECOMMENDED ACTION

Hold a public hearing on the adopted Woodburn Hill Subarea moratorium (Ordinance #1805)

ORDINANCE NO. 1805

AN ORDINANCE declaring an emergency and enacting a six-month development moratorium for all properties within the Woodburn Hill Subarea of the City of Washougal.

WHEREAS, the City of Washougal approved the Woodburn Hill Subarea on October 6, 1997 under Ordinances #1253 the purpose of which was to set forth a framework that allowed for flexibility in design and development while preserving, to the greatest degree possible, the environmentally sensitive areas and open space opportunities within the subarea while balancing these interests with those of private property rights; and

WHEREAS, the City Council have been made aware of several concerns within the subarea relating to uses, density, traffic and parking that are infringing on the enjoyment of the residences of the subarea; and

WHEREAS, the City Council has made changes to the subarea over the years in an attempt to address these concerns; however, they recognize that the majority of the developments within the subarea were approved prior to the changes being made to the subarea; and

WHEREAS, the City Council believes that removing the Woodburn Hill Subarea and allowing development to proceed based on the underlying zoning regulations and existing development regulations would address the majority of the concerns raised; and

WHEREAS, the City Council recognizes that the removal of the subarea is a Comprehensive Plan change and these changes cannot be made until at least January of 2017; and

WHEREAS, the City Council believes it is in the public interest to enact a development moratorium in the subarea until such time as the Woodburn Hill Subarea can be removed; and

WHEREAS, the City Council does not want to delay development that may occur in this area as long as those developments are consistent with the underlying zoning designation and the current development regulations; and

WHEREAS, a public hearing was held on August 22, 2016 to take public input on the proposed development moratorium.

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

Section I

The City Council adopts the foregoing recital clauses herein as preliminary findings in support of the development moratorium imposed by this ordinance.

Section II

Pursuant to the provisions of RCW 36.70A.390 and RCW 35A.63.220, a six-month development moratorium shall be in effect from the effective date of this ordinance for all properties within the Woodburn Hill Subarea.

Section III

No preliminary development permit application shall be accepted for review for any of the affected properties while this moratorium is in effect. However, developments that are in compliance with the underlying zoning and existing development regulations may be allowed through a Development Agreement approved by City Council. In addition, any final engineering, final plat, and subsequent building permits for developments that have already received preliminary approval may be issued. Finally, permits for new construction, occupancy permits, or additions or expansions on legal lots of record may also be issued.

Section IV

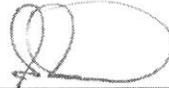
Effective date and notice. The City Council hereby finds and declares that an emergency exists and this is a matter of urgency which necessitates that this Ordinance become effective immediately in order to preserve the public health, safety and welfare. The Ordinance shall become effective immediately upon passage.

Section V

The City Clerk is directed to publish a summary hereof, including the title, at the earliest possible publication date and set a public hearing on the matter for September 26, 2016 at 7:00pm.

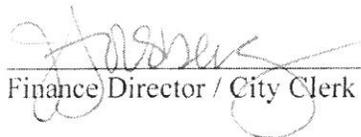
PASSED by the Council for the City of Washougal at a regular meeting this 22nd day of August, 2016.

City of Washougal, Washington



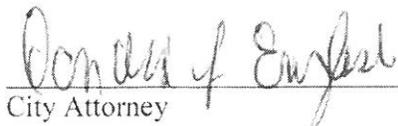
MAYOR

ATTEST:



Finance Director / City Clerk

APPROVED AS TO FORM:



City Attorney

AGENDA BILL

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

Bill No. 78-16

SUBJECT:
2016 Budget Amendment

FOR THE AGENDA OF: September 26, 2016

DEPT. OF ORIGIN: Finance

REVIEWED AT: 9/12 Workshop

EXHIBITS:
2016 Ordinance and
Supporting Documentation

TO BE RETURNED TO COUNCIL: N/A

APPROVED BY DEPT. HEAD:



SUMMARY STATEMENT

During the 2017 budget process, City staff has determined a supplemental budget request is necessary to make the changes shown in the attached documentation.

RECOMMENDED ACTIONS

1. Read the Ordinance by title only amending the 2016 budget.
2. Pass, post, and publish the Ordinance in the usual manner.

| | Revenues | Expenses |
|---|------------------|------------------|
| Community Development (General Fund) | | |
| Increase Community Development Revenues | 20,000.00 | - |
| Increase Professional Services in Community Development | | 10,000.00 |
| Increase Inspector salary/benefits to add FTE | | 10,000.00 |
| | | - |
| | | - |
| TOTAL CHANGES TO GENERAL FUND | 20,000.00 | 20,000.00 |

| | Revenues | Expenses |
|---|------------------|------------------|
| Cemetery payroll (Cemetery and General Fund) | | |
| Increase GF transfer to cover additional cemetery costs | 42,000.00 | 42,000.00 |
| Increase payroll expense to account for full FTE | | 42,000.00 |
| | - | - |
| TOTAL CHANGES TO FUND 103 | 42,000.00 | 42,000.00 |
| TOTAL CHANGES TO FUND 001 | - | 42,000.00 |

| | Revenues | Expenses |
|--|-------------------|-------------------|
| Park Capital Fund (name 350 Park Capital Fund) | | |
| Transfer 2015 surplus to new capital fund (general fund) | | 295,000.00 |
| Increase Revenues and Expenses (park capital) | 295,000.00 | 295,000.00 |
| TOTAL CHANGES TO FUND 001 | | 295,000.00 |
| TOTAL CHANGES TO FUND 350 | 295,000.00 | 295,000.00 |

| | Revenues | Expenses |
|--|-------------------|-------------------|
| Fund 401/413 Debt payments | | |
| Increase transfer expense line item for bond debt (401) | | 585,000.00 |
| Increase 413 revenue and expense to account for bond payment | 585,000.00 | 585,000.00 |
| | | - |
| TOTAL CHANGES TO FUND 413 | 585,000.00 | 585,000.00 |
| TOTAL CHANGES TO FUND 401 | - | 585,000.00 |

| | Revenues | Expenses |
|---|-------------------|---------------------|
| Fund 104 - REET | | |
| Increase revenue projections | 200,000.00 | |
| Decrease debt payments to split with fund 106 | - | (180,000.00) |
| TOTAL CHANGES TO FUND 104 | 200,000.00 | (180,000.00) |

| | Revenues | Expenses |
|---|-------------------|-------------------|
| Fund 106 - REET | | |
| Increase expenses to cover debt payment | - | 180,000.00 |
| Increase Revenue Projections | 200,000.00 | - |
| TOTAL CHANGES TO FUND 106 | 200,000.00 | 180,000.00 |

| | Revenues | Expenses |
|--|----------|------------------|
| Fund 520 - ERR | | |
| Increase expenses to cover prior period purchase corrections | - | 44,000.00 |
| | - | - |
| TOTAL CHANGES TO FUND 520 | - | 44,000.00 |

| | Revenues | Expenses |
|---|------------------|------------------|
| Fund 401/631 Low income transfer | | |
| Increase transfer expense line item for utility program (401) | | 10,000.00 |
| Increase 631 revenue and expense to account for payments | 10,000.00 | 10,000.00 |
| | | - |
| TOTAL CHANGES TO FUND 631 | 10,000.00 | 10,000.00 |
| TOTAL CHANGES TO FUND 401 | - | 10,000.00 |

| | Revenues | Expenses |
|--|----------|------------------|
| Fund 351 - Facilities Capital | | |
| Increase expenses to cover remaining costs of the Community room project | - | 30,675.00 |
| | - | - |
| TOTAL CHANGES TO FUND 351 | - | 30,675.00 |

| | Revenues | Expenses |
|---|----------|-----------------|
| Fund 118 - PEG | | |
| Increase expenditure to cover cost of replacing equipment | | 6,710.00 |
| | - | - |
| TOTAL CHANGES TO FUND 118 | - | 6,710.00 |

Ordinance No. ____

AN ORDINANCE amending Ordinance No. 1784 adopting the annual budget of the City of Washougal for the fiscal year ending December 31, 2016.

WHEREAS, these changes provide the revenue and expenditure adjustments necessary to address actual fund requirements not anticipated during the first budget process; and

WHEREAS, the annual budget for fiscal year 2016 was approved at \$47,828,889;

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

Section I

The annual budget of the City of Washougal for the year 2016 is hereby amended as set forth below.

Section II

Estimated resources for each separate fund and /or department of the City of Washougal for the year 2016 are set forth in summary form below and are hereby appropriated by fund for expenditure during the year 2016 as shown in attachment A.

Section III

The City Clerk is directed to transmit a certified copy of this ordinance hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section IV

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 26th day of September, 2016.

Sean Guard, Mayor of Washougal

ATTEST:

Jennifer Forsberg, Finance Director / City Clerk

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

| <u>Department/Activity</u> | <u>Revenues</u> | <u>Expenditures</u> |
|--------------------------------------|---------------------|---------------------|
| 001 General Fund | \$11,197,045 | \$11,818,498 |
| 003 Abatement Fund | \$0 | \$19,500 |
| 101 City Street Fund | \$1,087,108 | \$1,087,108 |
| 103 Cemetery Fund | \$187,700 | \$187,388 |
| 125 EMS Restricted Fund | \$320 | \$81,259 |
| 126 Fire Impact Fee Fund | \$50,200 | \$27,013 |
| 604 Perpetual Care | \$11,400 | \$0 |
| 104 Real Estate Excise-1st 1/4% | \$482,000 | \$180,000 |
| 105 Park Development Fund | \$1,045,000 | \$2,076,000 |
| 106 Real Estate Excise-2nd 1/4% | \$731,000 | \$680,000 |
| 610 Downtown Bond Fund | \$60,000 | \$0 |
| 108 Hotel Motel Tax | \$57,100 | \$147,500 |
| 110 Transportation Development | \$361,000 | \$1,480,000 |
| 118 PEG Fees | \$5,000 | \$11,710 |
| 141 Drug Seizure Fund | \$12,100 | \$40,300 |
| 212 UTGO Redemption | \$70,200 | \$122,000 |
| 215 Downtown Revitalization Fund | \$360,000 | \$360,000 |
| 350 Capital Projects Fund | 295,000 | 499,546 |
| 351 Facilities Capital Project | \$286,500 | \$568,675 |
| 353 Transportation Capital Project | \$4,869,000 | \$5,428,000 |
| 401 Water Sewer Fund | \$7,621,538 | \$7,895,102 |
| 403 Stormwater Utility Fund | \$1,447,011 | \$1,576,891 |
| 406 W/S Construction Reserve | \$3,055,140 | \$2,490,000 |
| 408 Sewer Bond Redemption | \$0 | \$0 |
| 410 PWTF Loan Redemption | \$312,070 | \$312,070 |
| 412 LID Debt Redemption | \$0 | \$0 |
| 413 W/S/SW Revenue Bond Fund | \$3,443,714 | \$12,291,214 |
| 414 W/S/SW Revenue Bond Reserve Fund | \$0 | \$0 |
| 510 Employment Security | \$350 | \$30,000 |
| 520 ER&R Fund Rolling Stock | \$175,000 | \$330,400 |
| 521 ER&R Fund - IT | \$30,100 | \$34,000 |
| 631 Agency Fund - Low Income | \$15,100 | \$20,100 |
| TOTALS: | <u>\$37,267,696</u> | <u>\$49,794,274</u> |

| | <u>Revenues</u> | <u>Expenses</u> |
|---|------------------|------------------|
| Community Development (General Fund) | | |
| Increase Community Development Revenues | 20,000.00 | - |
| Increase Professional Services in Community Development | | 10,000.00 |
| Increase Inspector salary/benefits to add FTE | | 10,000.00 |
| | | - |
| | | - |
| | | - |
| TOTAL CHANGES TO GENERAL FUND | 20,000.00 | 20,000.00 |

| | <u>Revenues</u> | <u>Expenses</u> |
|---|------------------|------------------|
| Cemetery payroll (Cemetery and General Fund) | | |
| Increase GF transfer to cover additional cemetery costs | 42,000.00 | 42,000.00 |
| Increase payroll expense to account for full FTE | | 42,000.00 |
| | - | - |
| TOTAL CHANGES TO FUND 103 | 42,000.00 | 42,000.00 |
| TOTAL CHANGES TO FUND 001 | - | 42,000.00 |

| | <u>Revenues</u> | <u>Expenses</u> |
|--|-------------------|-------------------|
| Park Capital Fund (name 350 Park Capital Fund) | | |
| Transfer 2015 surplus to new capital fund (general fund) | | 295,000.00 |
| Increase Revenues and Expenses (park capital) | 295,000.00 | 295,000.00 |
| TOTAL CHANGES TO FUND 001 | | 295,000.00 |
| TOTAL CHANGES TO FUND 350 | 295,000.00 | 295,000.00 |

| | <u>Revenues</u> | <u>Expenses</u> |
|--|-------------------|-------------------|
| Fund 401/413 Debt payments | | |
| Increase transfer expense line item for bond debt (401) | | 585,000.00 |
| Increase 413 revenue and expense to account for bond payment | 585,000.00 | 585,000.00 |
| | | - |
| TOTAL CHANGES TO FUND 413 | 585,000.00 | 585,000.00 |
| TOTAL CHANGES TO FUND 401 | - | 585,000.00 |

| | <u>Revenues</u> | <u>Expenses</u> |
|---|-------------------|---------------------|
| Fund 104 - REET | | |
| Increase revenue projections | 200,000.00 | |
| Decrease debt payments to split with fund 106 | - | (180,000.00) |
| TOTAL CHANGES TO FUND 104 | 200,000.00 | (180,000.00) |

| | <u>Revenues</u> | <u>Expenses</u> |
|---|-------------------|-------------------|
| Fund 106 - REET | | |
| Increase expenses to cover debt payment | - | 180,000.00 |
| Increase Revenue Projections | 200,000.00 | - |
| TOTAL CHANGES TO FUND 106 | 200,000.00 | 180,000.00 |

| | <u>Revenues</u> | <u>Expenses</u> |
|--|-----------------|------------------|
| Fund 520 - ERR | | |
| Increase expenses to cover prior period purchase corrections | - | 44,000.00 |
| | - | - |
| TOTAL CHANGES TO FUND 520 | - | 44,000.00 |

| | <u>Revenues</u> | <u>Expenses</u> |
|---|------------------|------------------|
| Fund 401/631 Low income transfer | | |
| Increase transfer expense line item for utility program (401) | | 10,000.00 |
| Increase 631 revenue and expense to account for payments | 10,000.00 | 10,000.00 |
| | | - |
| TOTAL CHANGES TO FUND 631 | 10,000.00 | 10,000.00 |
| TOTAL CHANGES TO FUND 401 | - | 10,000.00 |

| | <u>Revenues</u> | <u>Expenses</u> |
|--|-----------------|------------------|
| Fund 351 - Facilities Capital | | |
| Increase expenses to cover remaining costs of the Community room project | - | 30,675.00 |
| | - | - |
| TOTAL CHANGES TO FUND 351 | - | 30,675.00 |

| | <u>Revenues</u> | <u>Expenses</u> |
|---|-----------------|-----------------|
| Fund 118 - PEG | | |
| Increase expenidutre to cover cost of replacing eqiupment | | 6,710.00 |
| | - | - |
| | | - |
| TOTAL CHANGES TO FUND 118 | - | 6,710.00 |