



**CITY OF WASHOUGAL  
CITY COUNCIL WORKSHOP MINUTES  
Monday, November 2, 2020  
5:00 PM**

**MEETING INFORMATION**

Please click the link below to join the webinar:  
<https://us02web.zoom.us/j/88278537299>

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PUBLIC COMMENTS**

**IV. NEW BUSINESS**

- A. Police: Ordinance amending WMC 9.28 Dangerous Weapons, specifically WMC 9.28.040, Pistol – License Issuance, fees and referencing a Fee Resolution**
- B. Public Works: Application for Community Development Block Grant (CDBG) for proposed repairs to Hamlik Park**
- C. Public Works: Park Impact Fees Update – Professional Services Agreement**
- D. Public Works: Limited Public Works Project Contractor Agreement with Arborscape for South 32nd Tree and Stump Removal**
- E. City Manager's Office: Contract and Agreement Delegation Authority**
- F. Community Development: Discussion regarding Accessory Dwelling Unit (ADU) Impact Fees**

**V. PUBLIC COMMENTS**

**VI. REPORTS AND COMMUNICATIONS**

- A. CITY MANAGER**
- B. MAYOR**
- C. CITY COUNCIL**

**VII. ADJOURNMENT**

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**Mayor**

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**City Clerk**

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

**AN ORDINANCE** amending Washougal Municipal Code Chapter 9.28, Dangerous Weapons, specifically WMC 9.28.040, Pistol – License Issuance, Fees and referencing a Fee Resolution, and providing for severability and an effective date.

**WHEREAS**, the City charges fees for certain functions to enable the City to recover costs where the City service is for the benefit or due to the actions on members of the public and not for the greater good;

**AND WHEREAS**, the Council wishes to provide flexibility to periodically adjust fees to account for internal cost changes and inflation;

**AND WHEREAS**, the use of a Resolution affords such flexibility to allow changes without the cost of publication and codification associated with code amendments and ordinance adoption;

**AND WHEREAS**, the City intends to incorporate most City fees and charges in a single Resolution to facilitate the public's ability to locate specific fees and charges in a single location;

**AND WHEREAS**, the Council directs the City Manager to ensure each change to the Fee Resolution is included on the City website for easy access to the public;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WASHOUGAL DO HEREBY ORDAIN** as follows:

**Section I**

That Washougal Municipal Code Section WMC Ch. 9.28 Dangerous Weapons, is hereby amended to adopt the state statute regarding concealed pistol licenses and license fees charged by the City of Washougal set forth in a Resolution to be adopted concurrently herewith.

**Section II - Severability**

That if any clause, section, or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

**Section III – Effective Date**

This Ordinance shall be effective five (5) days after publication according to law.

PASSED by the City Council of the City of Washougal at a regular meeting this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Molly Coston, Mayor of Washougal

**ATTEST:**

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Jennifer Forsberg, Finance Director / City Clerk

**APPROVED AS TO FORM:**

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Kenneth B. Woodrich, City Attorney

DRAFT

## Exhibit “A”

### 9.28.040 Pistol – License issuance, fee.

RCW 9.41.070 is hereby adopted by this reference as to licensing concealed pistols. The chief of police shall within 30 days after the filing of an application of any person, issue a license to such person to carry a pistol concealed on their person within this state for not more than one year from date of issue, for the purposes of protection or while engaged in business, sport or while traveling. Such citizen’s constitutional right to bear arms shall not be denied to them, unless there exists a record of their prior court conviction of a crime of violence, or of drug addiction or of habitual drunkenness or of confinement to a mental institution. The license shall be in triplicate in form to be prescribed by the State Director of Motor Vehicles, and shall bear the name, address, description and signature of the licensee and the reason given for desiring a license. The original thereof shall be delivered to the licensee, the duplicate shall within seven days be sent by registered mail to the Director of Motor Vehicles and the triplicate shall be preserved for six years, by the authority issuing the license. The fee for such license shall be the maximum fee allowed by statute \$49.25 as set forth on the City’s Fee Resolution which shall be paid into the city treasury.



**Resolution Number \_\_\_\_\_**

**A Resolution of the City of Washougal, Washington adopting Exhibit A City Fees for fingerprinting and concealed weapon carry permits.**

**Whereas,** it is important for a Municipality to facilitate public knowledge of applicable City rates and charges, and;

**Whereas,** City rates and charges require periodic adjustment to account for changes in City costs and for inflation;

**Whereas,** the City believes it is helpful to place as many of the City's fees and charges in one location to facilitate public reference, and;

**Whereas,** the City needs to modify the rates and charges referenced in this Fee Resolution.

**Now, therefore, be it resolved,** the City Council of Washougal, Washington hereby adopts Exhibit A City Fees as set forth below and directs staff to include these rates as part of the City's current fees and rates.

**PASSED** by the Council of the City of Washougal on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Washougal, Washington**

\_\_\_\_\_  
**David Scott, City Manager**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Exhibit A**  
**City Fees (addendum to current City fees and rates)**

Effective \_\_\_\_\_ 2020

| Code section | Description                 | Previous Fee                    | New Fee               |
|--------------|-----------------------------|---------------------------------|-----------------------|
| WMC 3.88.010 | Fingerprint Charges         | \$12.00                         | \$16.00               |
| WMC 9.28.040 | Pistol License Issuance Fee | \$1.00 (not updated since 1970) | \$49.25 (current fee) |
|              |                             |                                 |                       |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** authorizing the City of Washougal to apply for a Community Development Block Grant (CDBG) for proposed repairs to Hamllik Park located on 4285 Addy Street.

**WHEREAS**, funds may be available through the Community Development Block Grant Program (CDBG) for the proposed repairs to the Hamllik Park located on 4285 Addy Street; and

**WHEREAS**, the project consists of irrigation for the Baseball field, paint on the existing building, clean-up of the 6 picnic tables, 3 benches, garbage container(s), Baseball dug out, new playground, and fixing the bike parks parts; and

**WHEREAS**, the current estimate for the project is the total of \$183,788 consisting of CDBG grant funding of \$151,788 and the City's match of \$32,000.

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

**Section I**

That the City of Washougal is hereby authorized to apply for CDBG funding for the "Public Facilities & Neighborhood Improvements Application" project.

**Section II**

This Resolution shall take effect after passage and posting according to law.

**PASSED** by the Council of the City of Washougal on the **2nd day of November, 2020.**

**City of Washougal, Washington**

\_\_\_\_\_  
**Mayor, Molly Coston**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the City of Washougal, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as “City,” and **COMMUNITY ATTRIBUTES, INC** hereinafter referred to as “Contractor,” whose address is: **500 UNION ST STE 200, SEATTLE, WA 98101.**

**WHEREAS**, the City desires to engage the Contractor to provide **PARK IMPACT FEE STUDY** Services and other related professional services for the **PARK IMPACT FEE UPDATES 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 October 23, 2020**
- 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 Community Attributes, Inc.'s Standard Fees 2020-2021. Payment for these services are for time and materials not to exceed **\$42,000.00** 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.

2. **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.

3. **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 \_\_\_\_\_, **2020**, and be completed as of:

End Date **DECEMBER 31, 2021**.

4. **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.

5. **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 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 project name annotated on the executed copy of the contract **must** be referenced on any invoice submitted for payment.

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

Upon payment of fees and expenses due, 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.

7. **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.

8. **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.

9. **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.

10. **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 the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the 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 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.

11. **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 procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

#### No Limitations

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

#### Minimum Scope of Insurance

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability: insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability: insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 0509 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation: coverage as required by the Industrial Insurance laws of the State of Washington.

#### Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

#### City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

#### Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

### Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

### Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

### Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

### Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

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:**

**Community Attributes, Inc.**

**500 Union Street, Suite 200**

**Seattle, WA 98101**

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 \_\_\_\_\_, 2020.

**CITY OF WASHOUGAL, a Municipal Corporation**

**BY:**

City Manager

**ATTEST:**

**Approved as to Form:**

Finance Director

City Attorney

**CONTRACTOR, *COMMUNITY ATTRIBUTES, INC.***

\_\_\_\_\_

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

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

# City of Washougal

## Park Impact Fee Update Scope of Work

*October 23, 2020*

### WORK PLAN

#### **Task 1. Project Kick-Off and Project Plan**

The park impact fee project will start with an in-person or virtual kick-off meeting, depending on current public health conditions, with the CAI project manager, MIG staff, and key City of Washougal staff. This meeting will focus on developing a detailed project milestone schedule and timeline to ensure that the park impact fee study meets the City of Washougal's timeline and budget requirements.

The schedule for meetings and outreach will be designed to ensure that outreach throughout the project is tailored to achieve the successful adoption of the new park impact fee program and meet the timing needs for the City of Washougal. CAI can accommodate both in-person, video conference, or conference call meeting formats.

In advance of the kick-off meeting, CAI will provide a data request document. This will include a comprehensive list of data needs for the updated park impact fee study, including existing plans and documents, any available population, employment, demographic and park inventory data, as well as financial information and budgets.

**Deliverable:** Project Milestone and Outreach Schedule

**Meetings:** In-person or virtual project kick-off meeting

**Budget:** \$1,700

#### **Task 2. Review Existing Plans and Funding**

A thorough review of Washougal's existing impact fee programs, as well as existing plans including the Comprehensive Plan and the Parks and Recreation Master Plan, helps the City and consultants understand the available choices for impact fees and to identify potential approaches that would be appropriate for the City's park impact fee program. A review of City of Washougal's existing documentation includes:

- The City's evaluation of current development conditions, population, and employment projections

- Adopted and updated Parks and Recreation Master Plan and other parks inventory and planning documents
- Most recent Capital Facilities Plan Element of the Comprehensive Plan
- Current capital improvement program and available progress on updated capital improvement program
- Adopted impact fee program
- Other relevant studies

**Identify Alternatives & Prepare List of Choices.** Based on our experience, we will offer a list of choices to describe Washougal's current plans, practices used in other Washington cities, and the advantages and disadvantages of each alternative. Background research will lead to options for methodological and program alternatives for developing a park impact fee. We will compile a menu of choices for approaches to develop the impact fee and identify the strengths and weaknesses of each approach. We offer the following list of choices to describe options for impact fee approaches, practices used in other Washington cities, and advantages and disadvantages of each alternative.

- Level of service metric: acres per 1,000 population (current approach) or investment per capita.
- Level of service benchmark for impact fee: the current existing level of service, or adopted standards for proposed levels of service based on those in the adopted Parks and Recreation Master Plan
- Service areas for park impact fees: multiple areas or a single citywide service area (current approach) for all types of parks.
- Types of development that are charged park impact fees: residential development (current approach) or residential and nonresidential development.
- Measure of impact by development: average number of persons per unit by type (current approach includes single family and multi-family) or size of unit.
- Types of parks, recreational facilities, open space, trails, paths and sidewalks included in the park impact fee.
- Relationship to any existing mitigation for parks and recreation, such as SEPA, land dedication requirements, fees in-lieu or others.
- Availability and use of other funds for park acquisition and development.
- Projects for which impact fees are charged: projects in adopted Capital Facilities Plan and/or reimbursement for previous projects that have capacity to serve growth.
- Identification of an inflation factor index to keep impact fees current with increasing costs.

- Frequency of updating park impact fee, including relationship of new impact fee to updates of the City's park plan.

The list of choices will also include a preliminary analysis of capital improvements eligible for park impact fee funding, depending on availability and the Park and Recreation Master Plan schedule. CAI and MIG will collaborate on an analysis to include a list of improvements, the estimated cost and the impact fee eligible portion for each project. If the draft list of capital improvements is not yet available, the analysis can be included in subsequent tasks.

**Staff Workshop to Discuss Preferences.** It is essential to review the methodology options for the approach to the park impact fee with City staff. CAI will work with the City's project manager to design an in-person or video or conference call workshop with representatives from all relevant City departments, including Public Works, Community Development, the City Manager's Office, and the Finance Department. This workshop can optionally be combined with the project kick-off meeting to reduce the overall project timeline. The discussion and staff preferences will provide direction on the preferred approach for fee calculations and development. CAI is flexible in adapting the approach to developing the impact fee program based on insights and changes learned through the workshop.

**Deliverable:** Alternatives and Choices Memo for Park Impact Fees

**Meetings:** In person or virtual workshop with City staff

**Budget:** \$5,000

### Task 3. Recommendation Blueprint

Meetings with key City staff and a briefing or study session with City Council will be paramount to Washougal's success. Our recommendations for the new impact fee program and methodology will be based on:

- Choices made by the City during the review of existing programs and discussion of options.
- Changes needed in the Capital Facilities Plan (CFP) element of the City's comprehensive plan (because Washington law requires the CFP to be the basis for all types of impact fees).
- Requirements of RCW 82.02.050-100 that the eligible projects are "reasonably needed" by new development, and the expenditure of park impact fees is "reasonably related" to the new development that paid the impact fee.

**Methodology Recommendation Blueprint.** From the results of the workshop with staff, we will prepare the methodology for the City's park impact fee. This will be prepared as a brief technical memo and will be presented as an easy-to-read blueprint of the intended direction and

development of the impact fee. The memo will include potential changes to the Capital Facilities Plan and other policy adjustments required.

**City Staff Methodology Review.** The Recommendation memo will be circulated to key staff members for review, and a video conference will be conducted to discuss questions and reactions to the recommendations. Revisions will be made to the recommendations and memo as necessary to address staff suggestions.

**Presentation of Methodology Blueprint.** In our experience preliminary presentations of the methodology to key stakeholders is valuable in ensuring the success of the impact fee update. Recommended audiences include both the City Council and the Park Board. City staff will circulate the memo to the appropriate audiences, per the project plan. CAI can present or support City staff in presenting the recommendations at Park Board meeting as well as a working session Council meeting to discuss the memo and recommendations. Revisions will be made to address questions and suggestions received. The work session with the Council will be open to the public and all stakeholders. The final methodology determined through this process will be used as the basis for the park impact fee analysis and calculations.

**Deliverable:** Draft and Final Recommendation Memo

**Meetings:** In-person or virtual workshop with City staff, as well as presentations or support for presentations at a City Council work session and the Park Board

**Budget:** \$9,100

## **Task 4. Calculate Updated Impact Fees**

**Prepare Impact Fee Rate Calculation Models.** Our calculations for the proposed park impact fee will use a rate model developed for the specific methodological choices made by City staff, Park Board, and Council. We will evaluate and use data with the rate model to calculate the proposed impact fee rates. The model will be documented and detailed as part of the final study delivered to the City.

**Assemble, Evaluate and Analyze Data.** We will assemble, evaluate, and document sources of data from the City for the calculation of the fee, and provide an assessment of any potential data gaps or concerns that may impact the results. We will document the sources of data and key summary statistics in a section of the final study.

In collaboration with City staff and MIG, CAI will start with an inventory of parks acres and assets, depending on methodological choices. CAI will work with City staff to identify an estimate of population and employment growth in Washougal, consistent with adopted plans, such as the Comprehensive

Plans or others based on discussion with staff. The growth estimate will be used to calculate a level of service for the park impact fee.

Leveraging the review of existing documents, including the Parks and Recreation Master Plan, adopted Capital Facilities Element of the Comprehensive Plan and the adopted and updated Capital Improvements Plan (CIP), we will work with City staff to identify impact fee-eligible park capital projects. Additionally, we will identify (with MIG and City staff) the unfunded portion of CIP projects to ensure consistency in the park impact fee calculations with the CIP.

**Deliverable:** Spreadsheet model of final park impact fee

**Budget:** \$7,600

## **Task 5. Prepare Rate Study**

The calculation model and relevant sources of data will be used to determine the impact fee rate structure for the rate study. The rate study will include the statutory basis for impact fees, as well as the detailed calculations employing the methods outlined in the final Recommendation Blueprint.

Recommendations for impact fees are received and understood best if they include the following:

- Rate study that presents the formulas for calculating the impact fee, describes each variable in each formula, documents the data and assumptions used for each variable, and presents the calculation of the new impact fee rates.
- Estimates of revenues that the city would collect from the impact fee.
- A summary of impact fee rates in other Washington cities and counties, presented in tabular form for easy comparison.

We will compile the results of the research and the calculation of the impact fee into easy-to-read documents that will serve as the main deliverables for the project. The rate study will include charts and graphics to deliver key messages to readers, as well as an executive summary detailing the main elements of the impact fee policy.

**Forecast Future Revenues.** Using the proposed impact fee rate structures for parks and projections of future growth and development, we will outline the future revenues that could be expected by the City.

**Summarize Rates in Other Washington Cities.** We will provide a summary of rates from other cities in the state of Washington. These comparisons will be used to ensure that the fee structure found in Washougal will be competitive with those in other cities.

**Administrative Procedures Guide.** We will provide a detailed administrative procedures guide outlining best practices in impact fee collection, documentation, and administration. This document will be designed to support City staff in ongoing administration of the park impact fee and provide guidance for annual inflation indexing, if included in methodology, as well as timing for future park impact fee updates.

**Deliverables:** Draft Rate Studies for Park Impact Fee; Forecast of Future Revenues for Park Impact Fees; Summary of Parks Impact Fees in Other Washington Cities; Administrative Procedures Guide

**Budget:** \$8,300

## **Task 6. Meeting With Staff to Review Impact Fees**

We give staff time to read and make notes about the rate study, revenue forecast, and rates in other Washington cities, then conduct a meeting to discuss and develop consensus about any questions, concerns and requested changes. The synergy at the meeting increases the depth of the review while ensuring all participants are comfortable with the final direction of the new park impact fee.

**Meet with Staff on Rate Studies.** The draft rate study will be circulated to key staff from the Public Works, Community Development, City Manager's Office, Finance Department, and any other key staff. Discussion in the meeting will identify any concerns, questions, or suggestions. This approach will be consensus-based and will look to engage a broad range of perspectives to ensure that City staff is supportive of the proposed impact fee rates.

**Revisions.** Based on feedback from City staff, we will revise the draft rate study and provide an updated version ready for review with stakeholders and decision makers.

**Meeting:** In person or video conference workshop with City staff

**Budget:** \$4,500

## **Task 7. Presentations of Impact Fees**

The success of the new impact fee, and all the work that went into the preparation, depends on the clarity of the presentations, and the sequencing and scheduling of the presentations. We will identify an outreach and meeting schedule in the project plan.

Based on our experience developing and presenting impact fees, our presentations are visually appealing, easy to follow, and use common analogies and vocabulary to make sure everyone can follow and understand the new park impact fee.

**Park Board.** CAI recommends presenting the draft park impact fee study to the Park Board. City staff will circulate the park impact fee rate study to the Park Board, and CAI will present or will support City staff in presenting the rate study and respond to Board member questions about the study. We will revise the study to address suggestions made by Board members as needed.

**Work Session of City Council.** CAI recommends presenting the draft park impact fee study at a work session of City Council prior to the final presentation for adoption. City staff will circulate the rate studies to City Council, and CAI will present the rate study or will support City staff presentation at a Council work session for members to review, discuss the approach, and raise questions about the process and results. Revisions will be made to the rate study to address Council questions and concerns.

**Developers and Builders.** CAI additionally recommends sharing a preview of the park impact fee study with developers and builders. City staff will convene a group of interested stakeholders, and they will be provided an opportunity to voice concerns or issues regarding the study to both City staff and CAI. We can lead this presentation or provide support to City staff to lead the presentation. Revisions may be made to the rate study if warranted. Additional support will be provided to City staff to address any questions as needed.

**City Council Public Hearing.** We will present the final rate study to Council in a public hearing or will provide support to City staff in presenting depending on the project plan. We will respond to the Council's questions. If requested by Council, we will respond to comments and questions from the public at the hearing. In advance of the public hearing, CAI will support the preparation of a public notice in order to comply with public notice provisions in the City's Municipal Code.

**Staff Training Session.** After final adoption of the updated park impact fee, we will provide City staff with a training work session to review the Administrative Procedures Guide and review key aspects of Washington State Law that guide the administration and collection of park impact fees in Washington.

**Deliverables:** Final Rate Study for Park Impact Fee; Draft and Final presentations in PowerPoint format for public presentations

**Meetings:** Up to 4 public presentations and stakeholder meetings depending on the project plan and project schedule, and 1 staff meeting to review administrative procedures

**Budget:** \$5,800

## BUDGET

CAI can complete the above work plan for a total budget of \$42,000.

| <b>Task</b>                                      | <b>Budget</b>   |
|--------------------------------------------------|-----------------|
| Task 1. Project Kick-Off and Project Plan        | \$1,700         |
| Task 2. Review Existing Plans and Funding        | \$5,000         |
| Task 3. Recommendation Blueprint                 | \$9,100         |
| Task 5. Calculate Updated Impact Fees            | \$7,600         |
| Task 6. Prepare Rate Study                       | \$8,300         |
| Task 7. Meeting with Staff to Review Impact Fees | \$4,500         |
| Task 8. Presentation of Impact Fees              | \$5,800         |
| <b>Total</b>                                     | <b>\$42,000</b> |

# 10 Year Parks Capital Improvement Plan

11/2/2020| Presented by Michelle Wright



**City of Washougal**

*Our mission is to provide leadership and effective, fiscally responsible services that achieve our community's vision.*

# Criteria recommended for prioritizing projects:



- Upgrading or developing existing parks
- Surplus under utilized property
- Improving river access
- Trail development and development of trail support facilities
- Development of new parks in underserved and developing areas
- Promotes economic development
- Contributing to partnership opportunities

# Survey Results

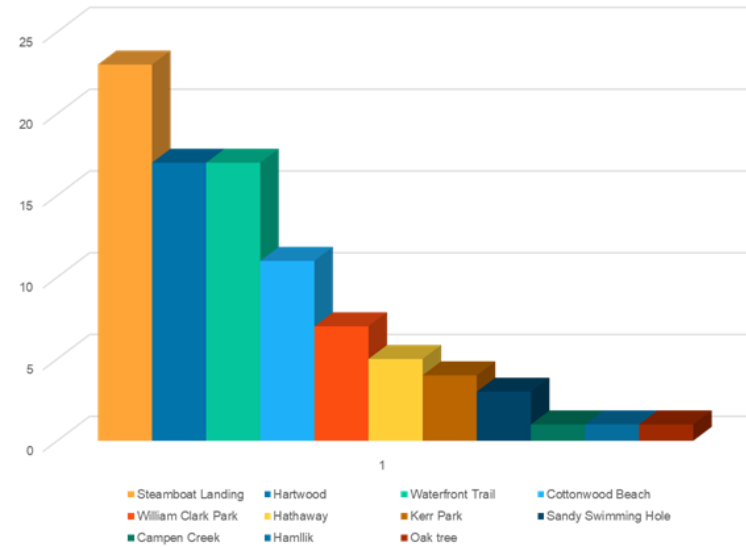
Who did we reach out to develop plan:

- Park Board members
- Citywide Survey
- City Staff
- Master Plan Survey
- Hamllik Survey
- Facebook, Website, Twitter

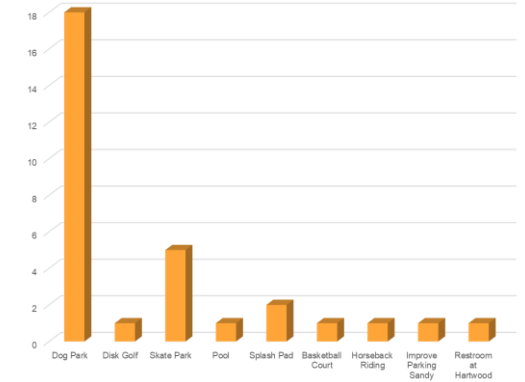


City of Washougal

90 Citizens Feedback on Favorite Park in Washougal

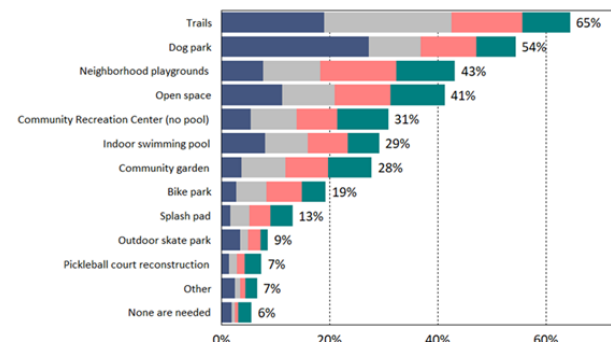


What other Park Facilities Would People Like to See?



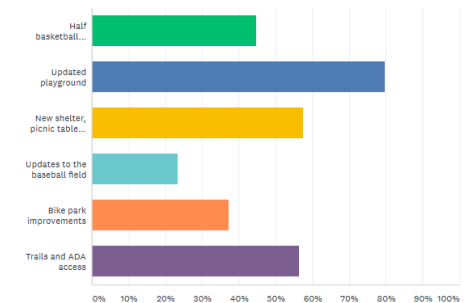
Q6. Parks and Recreation Amenities That Are Most Important to Develop in Washougal

by percentage of respondents who selected the item as one of their top four choices (excluding "none chosen")



What would you like to see done to the park? (Mark your top three)

Answered: 94 Skipped: 6





# Map 3: Developed Park Access and Higher Density Residential

Access to Community and Neighborhood Parks

- Within 1/4-Mile Walking Distance
- Within 1/2-Mile Walking Distance
- Unserved Higher Density Residential Zoning

Existing Parks

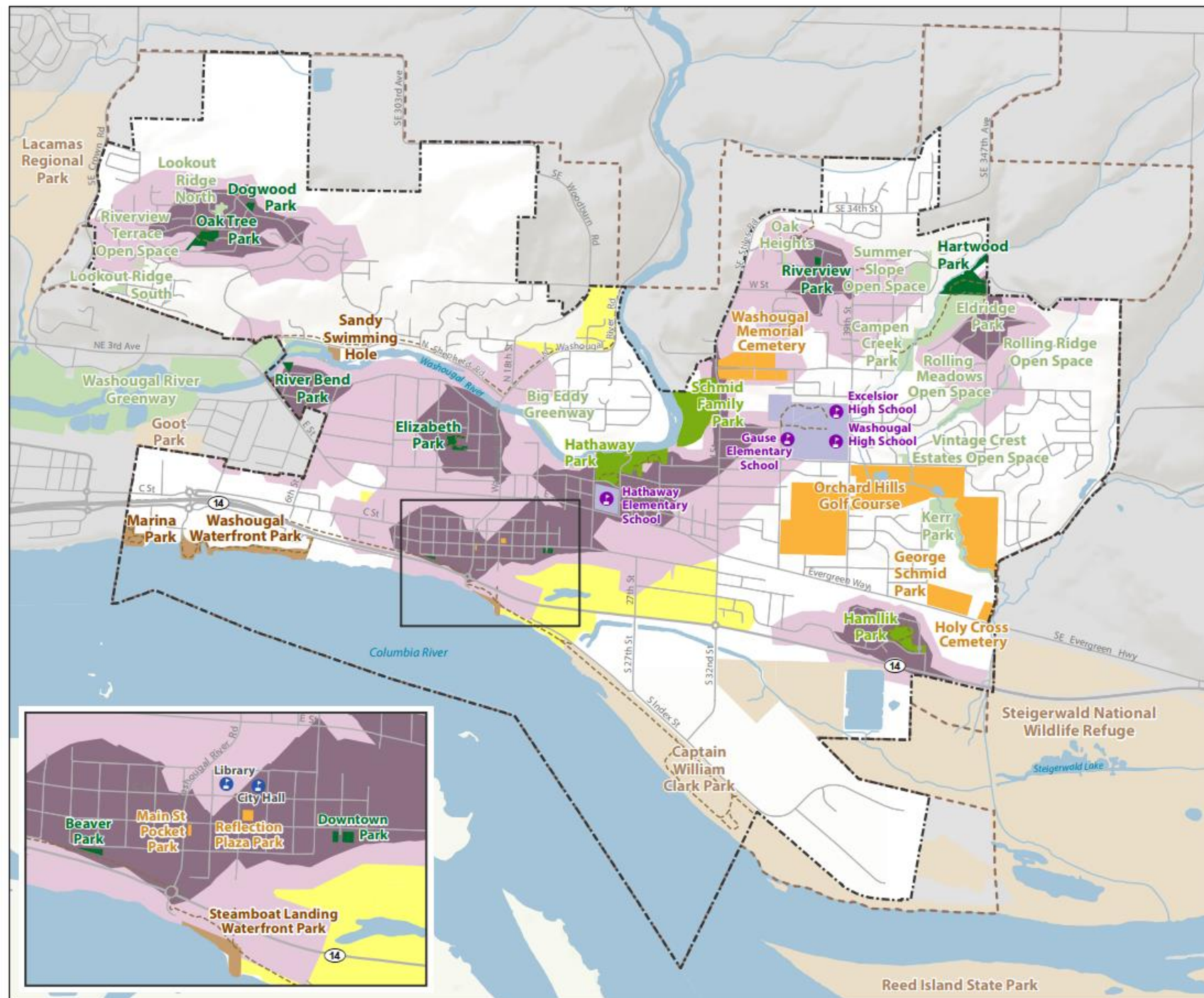
- Neighborhood Park
- Community Park
- Open Space
- Special Use Site
- Waterfront Park
- Other

Basemap Features

- Trail
- School
- Water Feature
- City of Washougal
- Urban Growth Area
- Clark County



Source: Clark County  
Date: October 2020





# #1-Hathaway Park

## Acres: 15.8

### CIP Improvements:

- Replace Playground \$150,000 to \$200,000
- Pave Lower Hathaway parking lot \$200,000-\$300,000
- Replace Upper Restroom \$200,000
- Disc Golf
- Other options for Community Garden at Hathaway
- Improve picnic shelters add water and power \$50,000
- ADA Accessible
- Create tree replacement plan \$20,000
- Improve asphalt trail \$70,000
- Trail to get down to lower Hathaway \$150,000
- Lower ballfield improvements \$70,000
- Lower Hathaway Playground \$100,000
- Hathaway to Schmid Family Park Trail \$150,000

|                      |                    |
|----------------------|--------------------|
| <b>Estimate Cost</b> | <b>\$1,210,000</b> |
|----------------------|--------------------|



## #2-Pendleton Tunnel-irrigation and landscaping \$10,000

---





# #3-Hamllik Park

|                                      |                  |
|--------------------------------------|------------------|
| Irrigation for Baseball field        | \$20,000         |
| Building Clean up (paint)            | \$10,000         |
| 6 picnic table, 3 benches, garbage's | \$21,788         |
| Baseball dug out                     | \$10,000         |
| New Playground                       | \$90,000         |
| 1/2 Court Basketball Court           | \$17,000         |
| Fix Bike Park Parts                  | \$15,000         |
| <b>TOTAL</b>                         | <b>\$183,788</b> |
| City Portion                         | \$32,000         |
| Grant Request                        | \$151,788        |



**#4-Hathaway Pickleball Court:**  
**Short term fix \$35,000/Long term fix \$175,000**  
**Restroom \$110,000**  
**Estimate Cost \$285,000**

---



# #5-Campen Creek and Eldridge Park

Acres: 20

Built date: 1999

## CIP Improvements:

- Improve trail connection between Campen Creek Park and Eldridge
- Replace deteriorating bridge \$225,000
- Replace picnic tables with metal and benches ones \$20,000
- Potential area for disc golf
- ADA ramp off 42<sup>nd</sup> court \$5,000 to \$7,000

**Estimate Cost \$251,650**





## #6-Reflection Plaza:

Add Restroom at Social Service \$110,000

---



# #7-Kerr Park

**Acres: 13.7**

**Built date: 1999**



**City of Washougal**

## CIP Improvements:

- Kerr Park has numerous dead tree issues, this park need a tree replacement plan and a removal of dangerous trees \$30,000
- Work on agreement with school district and Orchard Hills Golf Course for share opportunities for mitigation.
- Improve Sunset View Road Frontage for Safer Trail
- Working with Estuary Partnership for massive replanting to native special in the NW section of this park.
- Review School District property for future park addition



**#8-Dog Park**-lots of variables  
(property and partnership)

---



#### CIP Development:

|                              |           |
|------------------------------|-----------|
| • Park Master Plan           | \$250,000 |
| • Design Engineering         | \$200,000 |
| • Construction               | \$200,000 |
| • Site Prep                  | \$300,000 |
| • Restroom                   | \$250,000 |
| • Shelter                    | \$200,000 |
| • Kayak Launch/Water Access  | \$200,000 |
| • Playground                 | \$200,000 |
| • Pickleball Court           | \$200,000 |
| • Amphitheater               | \$300,000 |
| • Parking Lot and stormwater | \$700,000 |
| • Irrigation                 | \$70,000  |
| • Parks Maintenance Shed     | \$70,000  |
| • Landscape                  | \$100,000 |
| • Signage and Trail          | \$100,000 |
| • Splash Pad                 | \$100,000 |
| • Q Street                   | \$200,000 |



## #9-Schmid Family Park

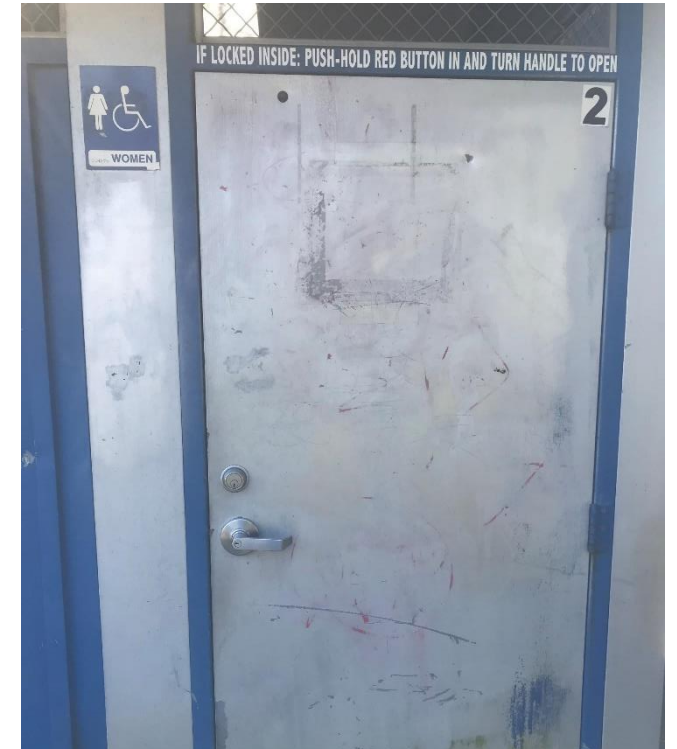
# #10-Sandy Swimming Hole

Acres: .94

Built date: 1935

## CIP Improvements

|                                                                     |             |
|---------------------------------------------------------------------|-------------|
| • New Parking Lot                                                   | \$700,000   |
| • Replace restrooms                                                 | \$150,000   |
| • New signage                                                       | \$1,000     |
| • Clean up Old Parking Lot                                          | \$20,000    |
| • ADA Accessible                                                    |             |
| • Provide sidewalk, bike or off street improvement on Shepherd Road | \$200,000   |
| Estimate Cost                                                       | \$3,240,000 |





**#11-Steamboat Landing**  
built in 1966 Just had facelift in 2019

**CIP improvements:**  
**Parking Lot, ADA, and restroom clean up \$345,000**

---



## #12-Hartwood Barn

Acres: 7

Built date: 2010

### CIP Improvements:

Restroom and Shelter

Parking Lot and Patio

Barn Makeover

\$350,000-\$500,000

\$200,000-\$400,000

\$500,000-\$1,000,000



## #13-Oak Tree Park

Acres: 2.78  
Built date: 2009

### CIP Improvements:

- New Playground \$90,000
- Updated Shelter with Electrical and Water and possibly including restroom \$200,000
- ADA Accessible amenities
- Clean up poison oak
- Potential Reservoir added to this facility

**Estimated Cost \$301,650**



# #14-Community Garden

## CIP Development and Improvements:

- Shed \$2,000
- General Site prep \$25,000
- Permits \$200
- Fencing \$15,000
- Raised beds and compost bin \$2,300
- Gravel for paths \$500
- Bench, garbage, picnic table \$4,900
- Cedar chips around beds \$500
- Plants, trees and shrubs \$500

**Estimate Cost \$50,000**



**City of Washougal**



## #15-Elizabeth Park

**Acres: 1.8**

**Built date: 1993**



### **CIP Improvements:**

- Establish a tree planting program (most trees have reached end of their lives)
- Potential community garden site
- Improve basketball court (all-weather netting, paint lines, etc.)
- Improve asphalt trail
- Replace sign
- ADA improvements
- Picnic Shelter

**Estimated cost \$100,000**





# #16-Downtown Park

## CIP Development and Improvements:

|                                       |           |
|---------------------------------------|-----------|
| • Cultural Resources                  | \$523     |
| • General Site Improvements           | \$221,150 |
| • Permits                             | \$5,000   |
| • Play Area                           | \$90,000  |
| • Site Preparation                    | \$128,200 |
| • Utilities                           | \$32,000  |
| • Admin, Architecture and Engineering | \$16,450  |

**Estimate Cost** **\$493,323**





# **#17-Camas-Washougal Skate Park built date: 2002**

## **ISSUES:**

- Aging facility
- Lack skateboarding features
- Graffiti

## **CIP Requests:**

- City of Camas received \$25,500 grants and is putting in \$75,000
- Working with Skateboarder community to try to get more donations
- The have asked for \$75,000 of support from Washougal

# Future Parks



Ninebark Park-River Front



City of Washougal



Summer Slope

Acres: 3.96

Keep for future development or sell

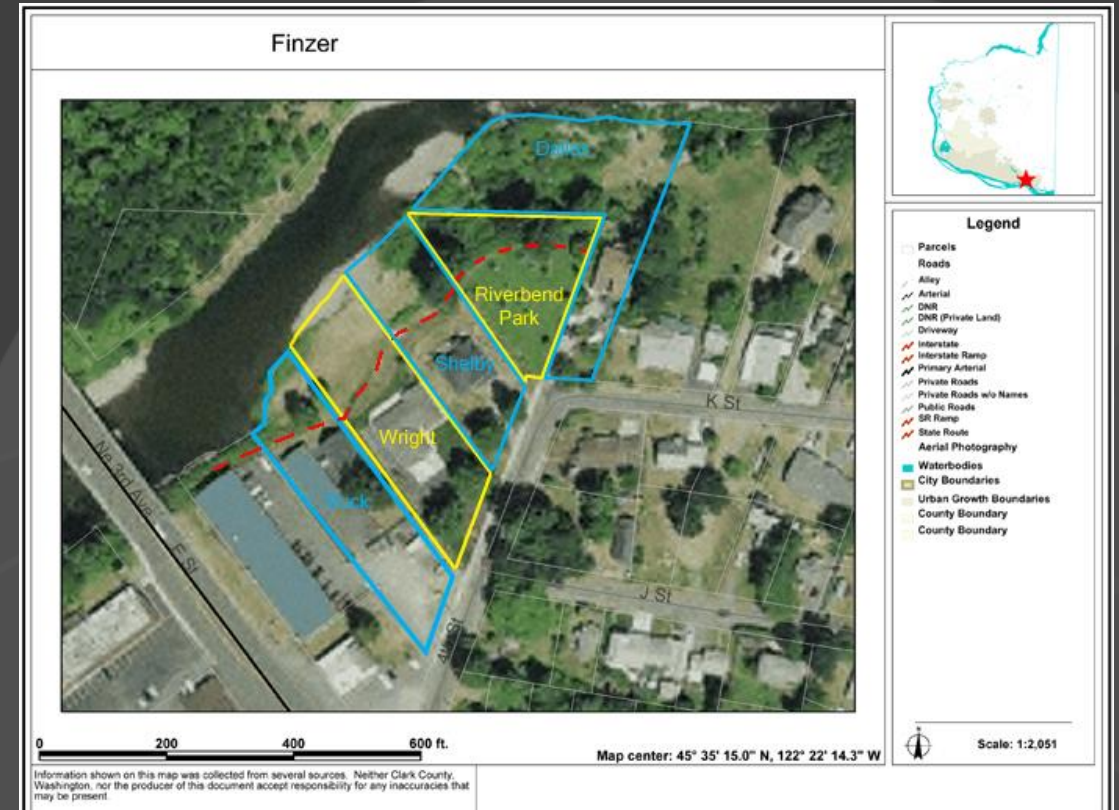


# Schmid Memorial Park- Current project





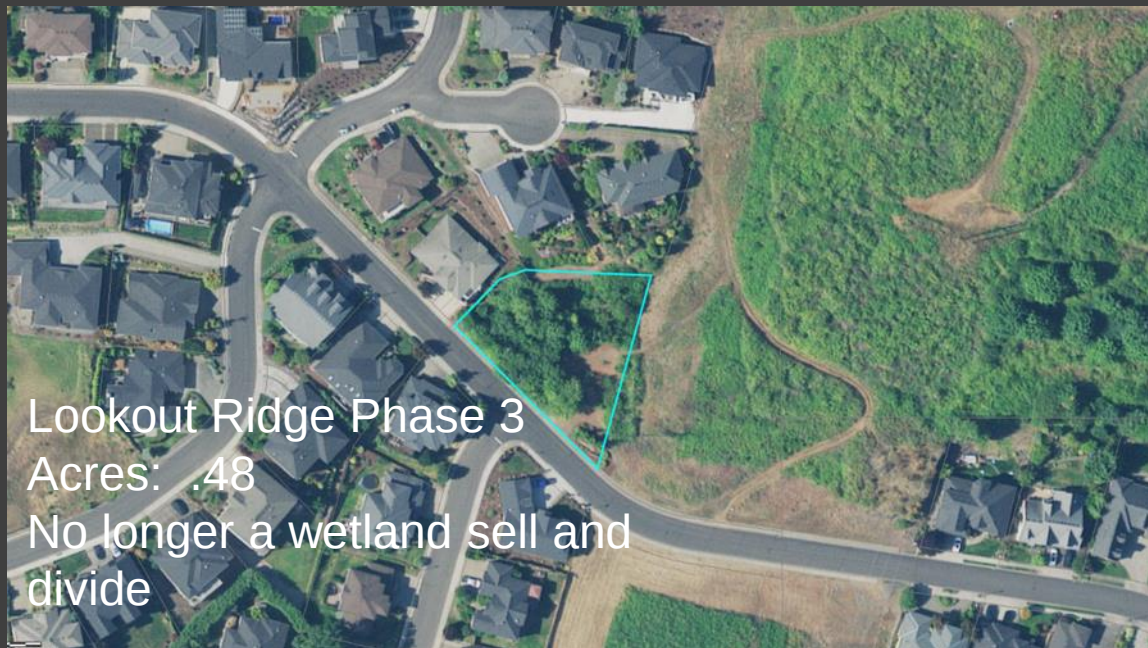
Dick Beaver Park  
Acres: .17  
Small and underutilized



Riverbend Park  
Built in 2002  
No parking, awkward access to river,  
numerous neighbor complaints

# Parks to be reviewed

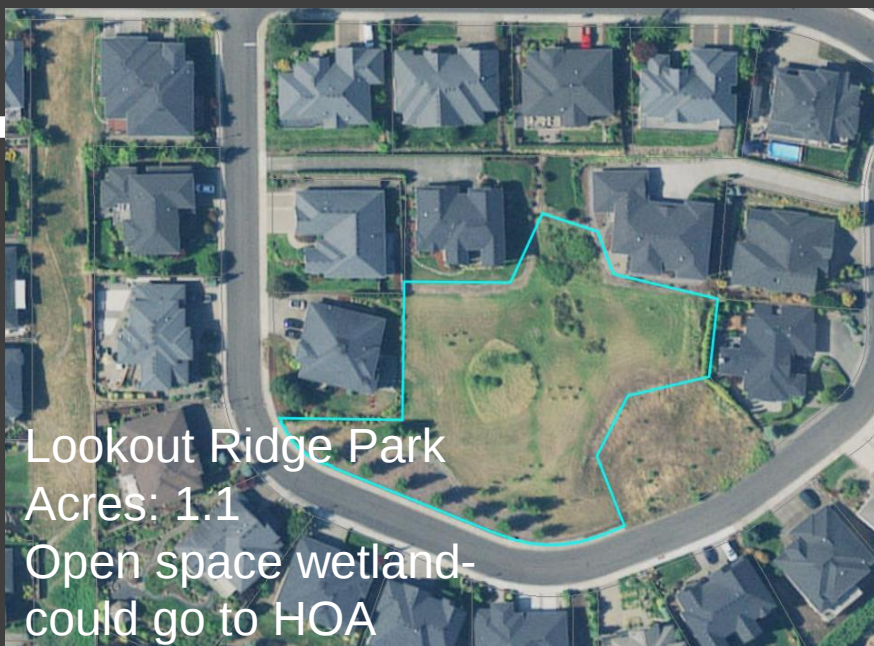




Lookout Ridge Phase 3  
Acres: .48  
No longer a wetland sell and divide



Riverview Park  
Acres: .43  
Built date: 2009  
(HOA or sell some portion)



Lookout Ridge Park  
Acres: 1.1  
Open space wetland-  
could go to HOA

# Sell, Surplus or HOA



# **FUTURE- Washougal Recreation and Community Center**

| CITY                              | SINGLE<br>FAMILY | MULTI-<br>FAMILY |
|-----------------------------------|------------------|------------------|
| City of Battleground              | \$2,840          | \$2,680          |
| City of Tigard                    | \$2,794          | \$2,539          |
| City of Washougal                 | \$1,880          | \$1,550          |
| Ridgefield                        | \$3,075          | \$3,075          |
| City of Camas (North<br>District) | \$8,990          | \$6,023          |
| City of Camas (South<br>District) | \$3,422          | \$2,293          |
| City of Camas (Park/OS)           | \$4,725          | \$4,725          |
| City of La Center                 | \$2,842          | \$2,842          |

**Park Impact  
Fee- Hasn't  
been updated  
for 14 years**

# Thank you and any questions!!



City of Washougal

# CONTRACTOR AGREEMENT

THIS CONTRACT, effective this day of OCTOBER, 2020, is entered into by and between ARBORSCAPE LTD. INC hereinafter referred to as the Contractor, and the City of Washougal, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

## **South 32nd Street Tree / Stump Removal**

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

2. **E-Verify Program:** The Contractor will certify their participation in the E-Verify Program by submitting a Declaration of Participation Form. If the Contractor described herein uses a subcontractor in connection with the performance of the Contract, the subcontractor shall, as a condition of the Contract, certify their participation in the E-Verify Program by submitting a Declaration of Participation Form. The Contractor and any subcontractors will not knowingly employ or contract with an unauthorized alien. The Contractor shall provide verification of their compliance immediately upon any City request. Failure by the Contractor to comply with such requests may be considered a breach of contract.
3. **Subcontractor Responsibility:** The Contractor shall include the language of this section in each of its tier subcontracts, and shall require all of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have a current City of Washougal General Business License;
4. If applicable, have

- a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
- b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
- c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. An electrical contractor license, if required by Chapter 19.28 RCW;
- e. An elevator contractor license, if required by Chapter 70.87 RCW.
5. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
6. Have received training on the requirements related to public works and prevailing wage under RCW 39.04.350 and RCW 39.12. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption.

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

Including 8.4% Washington State Sales Tax (if applicable)

**THIRTY-TWO THOUSAND AND THIRTY-TWO DOLLARS AND TWENTY CENTS INCLUDING SALES TAX**

**\$32,032.20**

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

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

|                                                                     |                |
|---------------------------------------------------------------------|----------------|
| 1. General Aggregate                                                | \$2,000,000.00 |
| 2. Completed Operations Aggregate                                   | \$2,000,000.00 |
| 3. For Each Occurrence ( <i>Bodily Injury and Property Damage</i> ) | \$1,000,000.00 |

4. Property Damage Liability Insurance will include Explosion, Collapse and Underground coverage where applicable \$2,000,000.00
5. Automobile Liability for one (1) Bodily Injury:
  - \$1,000,000.00 per each person
  - \$2,000,000.00 per each accident
6. Property Damage \$1,000,000.00 each accident

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

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

6. **Contractor's Bond Waiver; Indemnification:** Pursuant to RCW 39.04.155(3), the City hereby waives the payment and performance bond requirement of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW. Contractor agrees to indemnify the City against any liability for the contractor's nonpayment of laborers, mechanics, subcontractors, material persons, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. In the event City undertakes to enforce this provision, the City may recover its attorneys' fees, costs and disbursements at trial and on appeal.
7. **Employment of Labor:** The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall be in accordance with all federal, state and local laws.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hours work in accordance with the provisions of the Revised Code of Washington, Chapter 39.12, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **10/02/2020**.

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

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

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the

previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Revised Code of Washington Ch. 60.28.

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

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

#### **10. Indemnity:**

A. CONTRACTOR'S RESPONSIBILITY. Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the negligent performance of services by Contractor pursuant to this Agreement. This indemnification shall not include personal injury claims by outside third parties using the bike park, except insofar as the claim relates to a latent condition not disclosed to the City.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.
2. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Ch.42.56 RCW.
12. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
13. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
14. **Bid Documents & Contract:** The complete Contract includes these parts: the Contract Form, Bidder's complete Proposal Form, Contract Plans, Contract Provisions, Standard Specifications, Standard Plans, Addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.
15. **Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda:** As defined in section 1-04.2 in the 2012 Standard Specifications for Road, Bridge and Municipal Construction as published by the Washington State Department of Transportation as modified by the Special Provisions, provided that this contract form shall supersede in the event of conflict.
16. **Force Majeure:** If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall excuse both party's performance for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event shall such time extend for a period of more than one hundred eighty (180) days.

17. **Notices:** Whenever in this written Contract written notices are to be given or made, they may be sent to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

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

**Contractor: ARBORSCAPE LTD. INC  
11113 NE 95<sup>TH</sup> STREET  
VANCOUVER, WA 98662**

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

CITY OF WASHOUGAL, a municipal corporation

By: \_\_\_\_\_  
City Manager, Date \_\_\_\_\_

Attest:

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

CONTRACTOR:  
ARBORSCAPE LTD. INC

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

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

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

Approved as to form:

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

**Resolution No. \_\_**

**A RESOLUTION** amending Resolution 1156 and superseding Ordinance 1283 establishing thresholds for the delegation of contracting and agreement authority to the City Manager or designee.

**WHEREAS**, the legislature has vested the authority to contract and procure with the Council, pursuant to RCW 35A.11.010; and

**WHEREAS**, Resolution No. 1156 regarding delegation of contract and agreement authority was passed on November 18, 2018, and delegates contract and agreement authority to the City Manager; and

**WHEREAS**, Ordinance 1283, adopted on March 2, 1998, authorizes the Staff to accept change orders on city contracts, provided those change orders are within fifteen percent (15%) of the original contract price; and

**WHEREAS**, the Council wishes to revisit the scope of the delegation authority and consolidate multiple delegations of authority for efficiency and to avoid inconsistencies; and

**WHEREAS**, the Council recognizes that the scope of contracting and agreement activities at the City is such that a reasonable delegation of contracting and agreement authority to the City Manager or designee is in the best interest of the City by facilitating administrative efficiency.

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

**Section I**

That the Council's delegation of contact and agreement authority is hereby amended to delegate authority to the City Manager or designee. This amendment supersedes Resolution 1156 and Ordinance 1283.

**Section II**

A copy of the amended Contract and Agreement Approval Thresholds is attached hereto, marked as Exhibit "A" and by this reference incorporated herein.

**Section III**

That the amended Contract and Agreement Approval Thresholds be effective upon adoption.

**Section IV**

If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

**PASSED** by the Council of the City of Washougal on the **9th day of November 2020**.

**City of Washougal, Washington**

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**Mayor, Molly Coston**

**ATTEST:**

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**Finance Director/City Clerk**

**APPROVED AS TO FORM:**

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**City Attorney**

## Exhibit A

### **Contract and Agreement Approval Thresholds As Amended November 9, 2020**

The expenditure of public funds for the purchase of and contracting for goods, services, supplies and materials and all other contracts and agreements shall comply with all applicable state law requirements set forth in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC), in addition to any applicable federal laws and regulations.

The City Council authorizes the City Manager, or designee, to enter into and execute on behalf of the City all contracts and/or agreements specifically budgeted for, and the following contracts and/or agreements without individual approval of each contract and/or agreement by the City Council, so long as the contract and/or agreement is consistent with the approved budget for the City, and the City's liability under the contract and/or agreement does not exceed available fund balances. The amounts authorized below are excluding sales tax.

- A. Professional Service Contracts and Agreements - including, but not limited to contracts and agreements for architectural, engineering, legal and consulting services involving a cost or fee of less than \$325,000.
- B. Maintenance/Service Contracts and Agreements - for nonprofessional services involving a cost or fee of less than \$325,000.
- C. Lease Agreements- for materials, supplies, and equipment where the expenditures or fee does not exceed \$325,000 per year.
- D. Interlocal Agreements- where no expenditure is involved
- E. Public Works Projects and Services Individually Identified in Budget- contracts and/or agreements for all projects and/or services that are specifically identified and funded in the adopted budget regardless of cost. If the project and/or service was not specifically identified and funded in the adopted budget the cost will not exceed \$325,000.
- F. Settlement Agreements - involving a cost or fee of less than \$325,000, not including retention of legal counsel and expert consultants, involving risk management claims or suits.
- G. Other Routine Agreements - where no expenditure is involved, or the cost, expenditure or fee does not exceed \$325,000.
- H. Contracts and/or agreements which carry out or implement a provision of the Washougal Municipal Code or established city policy, e.g., maintenance or performance bonds for plat improvements.
- I. Memorandum of Understanding regarding existing Collective Bargaining Agreements – where no expenditure is involved.
- J. Sale of Surplus Property - with an estimated value of \$325,000 or less, which has been certified for disposition, such sale or disposition to be made by the administration in accordance with applicable law and any procedures established by the Finance Director or designee deemed to be in the best interests of the City.
- K. Change orders to all city contracts and/or supplemental agreements, regardless of contract and/or agreement price, where the total of all change orders and/or supplemental agreements does not exceed fifteen percent (15%) of the original contract and/or agreement price. The breaking down of any purchase, contract and/or agreement into units or phases for the purpose of avoiding the maximum dollar threshold is prohibited.

~~The breaking down of any purchase, contract or agreement into units or phases for the purpose of avoiding the maximum dollar threshold is prohibited. The amount of a contract or agreement includes all amendments; provided, amendments that do not exceed in total 15% of the contract amount may be entered into without prior City Council approval.~~

The ~~Mayor~~ City Manager, in the ~~Mayor~~ City Manager's discretion, may present any contract and/or agreement to the City Council for prior approval, even if the contract and/or agreement ~~is allowed to~~ may be approved without prior City Council approval.

Explanation Chart

| Type of Contract                                                                                                | Letter Reference | Mayor or Designee Maximum Authorization (excluding tax)                                                             |
|-----------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------|
| Professional Service Contracts and Agreements                                                                   | A                | \$ <del>3</del> 25,000                                                                                              |
| Maintenance/Service Contracts and Agreements                                                                    | B                | \$ <del>3</del> 25,000                                                                                              |
| Lease Agreements                                                                                                | C                | \$ <del>3</del> 25,000 per year                                                                                     |
| Interlocal Agreements                                                                                           | D                | Where no expenditure is involved                                                                                    |
| <del>Public Works</del> Contracts and Agreements for Projects or Services Individually Identified in Budget     | E                | No limit if individually identified and funded in approved budget                                                   |
| <del>Public Works</del> Contracts and Agreements for Projects or Services Not Individually Identified in Budget | E                | \$ <del>3</del> 25,000 if not specifically identified and funded in approved budget but still within current budget |
| Settlement Agreements                                                                                           | F                | \$ <del>3</del> 25,000                                                                                              |
| Other Agreements                                                                                                | G                | \$ <del>3</del> 25,000                                                                                              |
| Contracts that carry out WMC or City Policy                                                                     | H                | no limit                                                                                                            |
| Memorandum of Understanding                                                                                     | I                | Where no expenditure is involved                                                                                    |
| Authorize Sale of Surplus Property                                                                              | J                | \$ <del>3</del> 25,000                                                                                              |
| <u>Change Orders and Supplemental Agreements</u>                                                                | <u>K</u>         | <u>Not to exceed 15% of original contract or agreement price</u>                                                    |

#### **18.46.020 Accessory dwelling unit (ADU).**

The purpose of these code provisions for accessory dwelling units (ADUs) is to: (1) provide homeowners with flexibility in establishing separate living quarters within or adjacent to their homes for the purpose of caring for elderly parents, providing housing for their children, companionship, security, or other purposes; (2) increase the supply of affordable housing units within the community; (3) provide for a range of choices of housing in the city and provision of additional dwelling units, thereby increasing densities with minimal cost and disruption to existing neighborhoods; and (4) ensure that the development of accessory dwelling units does not cause unanticipated impacts on the character or stability of single-family neighborhoods.

(1) Development Standards for Accessory Dwelling Units. An ADU shall comply with the following standards:

(a) Configuration. An ADU may be located either within, attached to, or detached from the primary structure.

(b) Density. Only one ADU may be created in conjunction with each single-family residence in the R1 and Town Center zoning districts.

(c) ADUs are not required to comply with WMC 18.50.070.

(d) Maximum Unit Size. The gross floor area, calculated from finished wall to finished wall, of an existing structure, an addition, or a new detached structure converted to or constructed for the purpose of creating an ADU shall not exceed 40 percent of the gross floor area of the primary single-family structure, not including garage and/or detached accessory buildings, or 800 square feet (whichever is less).

(e) Minimum Unit Size. The gross floor area of an ADU shall not be less than 300 square feet, even if this exceeds the maximum requirement in subsection (1)(d) of this section, or as otherwise established by the requirements of the city's adopted building code.

(f) Setbacks and Lot Coverage. Additions to existing structures, or the construction of new detached structures, associated with the establishment of an ADU shall not encroach into required setbacks as prescribed in the underlying zone. The applicable setbacks shall be the same as those prescribed for the primary structure, not those prescribed for detached accessory structures. An ADU shall not be included in the maximum lot coverage calculation

(g) Scale and Visual Subordination. The ADU shall be visually subordinate to the primary unit. Specifically, new detached structures, or additions to existing structures, created for the purpose of establishing an ADU, shall not comprise more than 40 percent of the total front elevation of visible

structure, including the combined ADU and primary unit. This standard does not apply for internal conversions of existing structures.

(h) Parking. One (1) additional on-site parking space is required in conjunction with the establishment of an ADU. The two (2) required off-street parking spaces provided for the primary residence shall be maintained.

(i) Design and Appearance. An ADU, either attached or detached, shall be consistent in design and appearance with the primary structure. Specifically, the roof pitch, siding materials, color and window treatment of the ADU shall be similar to the primary structure.

(j) Construction Standards. The applicant must apply for a building permit for an accessory dwelling unit. An ADU shall comply with applicable building, fire, health, and safety codes. Addressing of the ADU shall be assigned by the community development department. An ADU cannot be occupied until a certificate of occupancy is issued by the building department. The design and construction of the ADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes.

(2) Detached accessory dwelling units require Type I site plan approval; however, no application fee is required.

(3) An accessory dwelling unit shall connect to public sewer and water. A home or lot not connected to public sewer and water, which adds an accessory dwelling unit, shall connect to public sewer and water.

(4) Impact fees for ADUs shall be calculated at **??%** of the single-family rate.

| <b>Impact Fee</b> | <b>100%</b>        | <b>50%</b>        | <b>35%</b>        | <b>25%</b>        | <b>10%</b>        |
|-------------------|--------------------|-------------------|-------------------|-------------------|-------------------|
| Transportation    | \$3,427.20         | \$1,713.60        | \$1,199.52        | \$856.80          | \$342.72          |
| Parks             | \$1,880.00         | \$940.00          | \$658.00          | \$470.00          | \$188.00          |
| WSD Schools       | \$5,600.00         | \$2,800.00        | \$1,960.00        | \$1,400.00        | \$560.00          |
| CSD Schools       | \$5,371.00         | \$2,685.50        | \$1,879.85        | \$1,342.75        | \$537.10          |
| Fire              | \$502.00           | \$251.00          | \$175.70          | \$125.50          | \$50.20           |
| <b>WSD Total:</b> | <b>\$11,409.20</b> | <b>\$5,704.60</b> | <b>\$3,993.22</b> | <b>\$2,852.30</b> | <b>\$1,140.92</b> |
| <b>CSD Total:</b> | <b>\$11,180.20</b> | <b>\$5,590.10</b> | <b>\$3,913.07</b> | <b>\$2,795.05</b> | <b>\$1,180.02</b> |

## **ADU Impact Fee Amounts from Other Jurisdictions**

### **Clark County:**

25% of the Single-Family Rate

### **Camas:**

25% of the Single-Family Rate for “Internal” conversions

35% of the Single-Family Rate for “External” conversions

### **Ridgefield:**

Same as Single-Family Rate, no reduction

### **Battle Ground:**

Same as Single-Family Rate, no reduction

### **Vancouver:**

Waived completely