



**CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP AGENDA
Monday, September 13, 2021
5:00 PM**

MEETING INFORMATION

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/83452008582>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. NEW BUSINESS

- A. Community Development: Resolution of Intention to set hearing for the E Street Residential Target Area under the MFTE Program**
- B. Community Development: Ninebark Infrastructure Agreement**
- C. Finance: 2022 Budget Presentations – Fire/Community Development/Police/Other**
- D. Finance: 2022 Budget Presentations – Public Works Operations/Maintenance and Capital**

V. PUBLIC COMMENTS

VI. REPORTS AND COMMUNICATIONS

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

VII. ADJOURNMENT

UPCOMING MEETINGS: Monday, September 27, 2021 Workshop at 5:00 pm and Council at 7:00 pm

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

9/13/2021

SUBJECT:

MEETING INFORMATION

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83452008582>

DEPT. OF ORIGIN:

Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

9/13/2021

SUBJECT:

Resolution of Intention setting the hearing for the E Street District under the Multifamily Housing Tax Exemption (MFTE) Program

DEPT. OF ORIGIN:

Community Development

REVIEWED AT:

CD Council Committee Meeting: April 22, 2021

City Council Workshop: May 24, 2021

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▢ **MFTE Resolution of Intent (E Street Target Area)**
- ▢ **MHTE - E Street Target Area Presentation (002).pdf**

EXPENDITURE REQUIRED:

\$0

BUDGETED:

\$0

APPROPRIATION REQUIRED:

\$0

SUMMARY STATEMENT

The Revised Code of Washington (RCW) Chapter 84.14, "New and Rehabilitated Multiple-Unit Dwellings in Urban Centers," establishes a purpose to encourage and increase residential opportunities, where the governing authority of the affected city has found there are insufficient housing opportunities, and to stimulate the construction of new multi-family housing and the rehabilitation of existing vacant and under-utilized buildings for multi-family housing in urban centers. To achieve this purpose, RCW 84.14 provides for the establishment of "Residential Target Areas" for the allowance of a limited property tax exemption for new multi-family residential housing

At its May 24th Workshop the City Council discussed the option, and were in general agreement, of expanding the current Multifamily Housing Tax Exemption (MFTE) program

to include an area along E Street. This area is generally located east of 15th Street, west of 22nd Street, south of E Street and north of the BNSF right-of-way. This would be the third Residential Target Area within Washougal and it would be known as the "E Street District".

Pursuant to RCW 84.14.040(2) the setting of the hearing to designate property under the MFTE program must be done by resolution. The attached resolution declares the intention to set the public hearing for September 27, 2021 at 7:00pm.

RECOMMENDED ACTION

Pass and Post the Resolution, setting the public hearing for the E Street District under the MFTE Program for Monday, September 27, 2021 at 7:00pm.

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Washougal relating to the multi-family property tax exemption program provided for under the Revised Code of Washington (RCW 84.14); expressing intent to designate a new Residential Target Area within the City of Washougal; and establishing a public hearing time and date for consideration thereof.

WHEREAS, Revised Code of Washington (RCW) Chapter 84.14, “New and Rehabilitated Multiple-Unit Dwellings in Urban Centers,” establishes a purpose to encourage and increase residential opportunities, where the governing authority of the affected city has found there are insufficient housing opportunities, and to stimulate the construction of new multi-family housing and the rehabilitation of existing vacant and under-utilized buildings for multi-family housing in urban centers; and

WHEREAS, the City of Washougal, pursuant to RCW Chapter 84.14, intends to designate a new Residential Target Area for the allowance of a limited property tax exemption for new multi-family residential housing; and

WHEREAS, this new intended Residential Target Area to be designated is described as the “E Street District” and located as shown on Exhibit A; and

WHEREAS, in accordance with RCW 84.14.040, a public hearing is required prior to designation of a Residential Target Area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washougal, Washington, as follows:

Section I

The City Council, pursuant to RCW Chapter 84.14, intends to designate a new Residential Target Area (E Street District) for the purpose of providing an economic incentive opportunity in the form of a limited property tax exemption for new multi-family residential housing, which District is located as shown on Exhibit A attached and by this reference incorporated herein.

Section II

The City Council, pursuant to RCW 84.14.040, does hereby schedule a public hearing to consider the designation of the aforementioned Residential Target Area, with the intent to implement a multifamily property tax exemption program, on Monday, September 27, 2021, at 7:00 PM or as soon thereafter as it may be held, which public hearing shall be duly noticed pursuant to the provisions of RCW 84.14.040(3).

PASSED by the City Council for the City of Washougal, Washington, and approved by the Mayor at the regular meeting of said council held this 13th day of September 2021.

City of Washougal, Washington

Mayor

ATTEST:

Finance Director / City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

E Street District



Multi-Family Housing Tax Exemption (MFTE) E Street Target Area

9/13/2021 – City Council Workshop Presentation | Presented by Mitch Kneipp, Community Development Director



City of Washougal

MFTE – E Street Target Area

What we'll cover:

- What is MFTE?
- Washougal's MFTE code
- New Residential Target Area (E Street)
- Recommended Action



MFTE – E Street Target Area

What is the MFTE?

- Provides for an 8-year (market rate) or 12-year (affordable) tax exemption for the approved value of qualifying newly constructed or rehabbed residential units
- Established by State Statute in 1995, it is codified in RCW 84.14



MFTE – E Street Target Area

Washougal's MFTE Code:

- WMC 3.58 adopted on June 27, 2016, with the stated purpose:
 - “To encourage new private multifamily housing development and redevelopment within designated urban centers to accommodate future population growth, and provide places to live close to employment, shopping, entertainment, and transit services.”
- Established two “Designated Target Areas”
 - Town center core and east village district
 - Waterfront commercial district
- Established Standards and Guidelines for each Designated Target Areas
- Sunset Provisions
 - On June 14, 2021, the City Council extended the sunset provisions an additional five years to June 30, 2026.

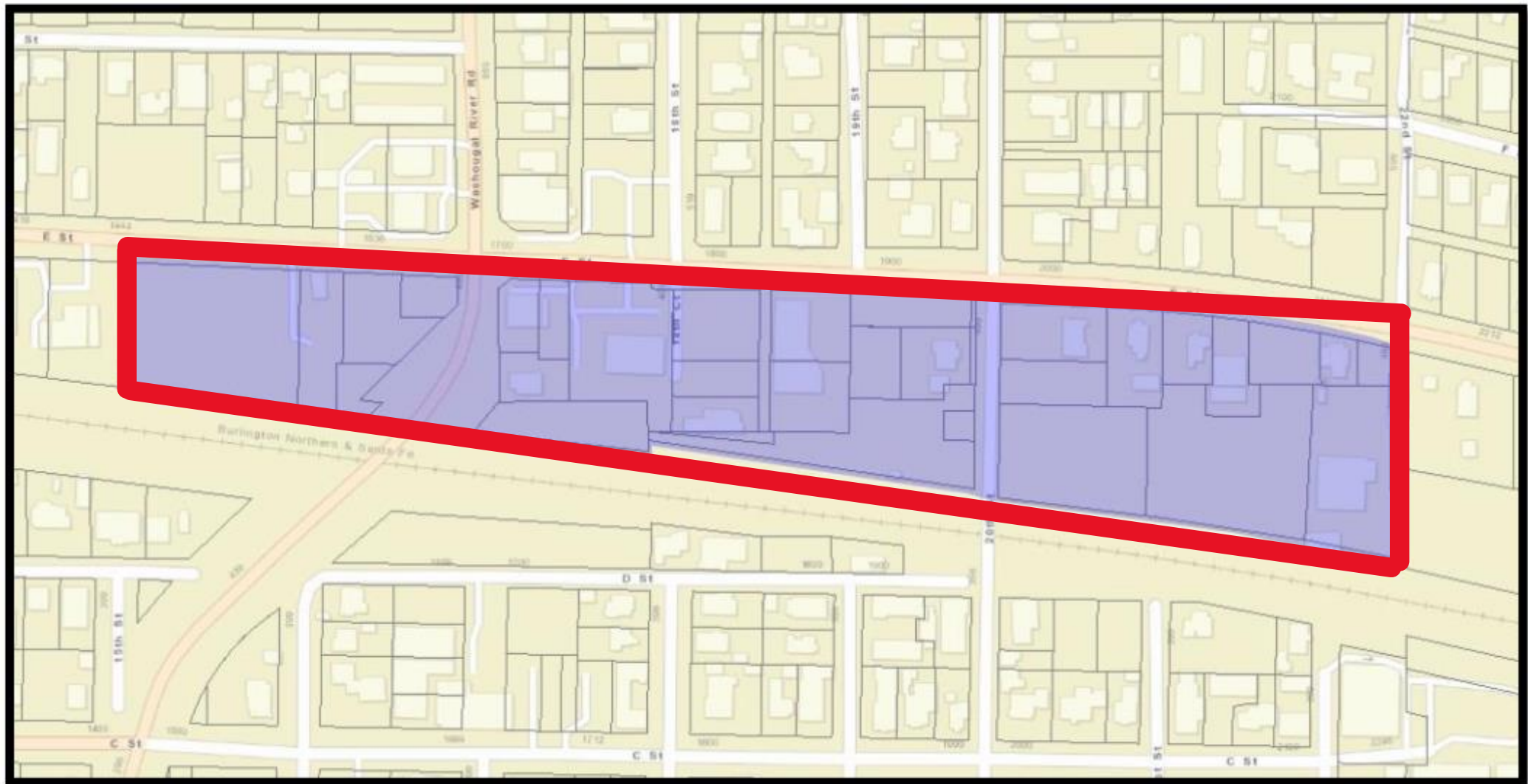


MFTE – E Street Target Area





E Street District



MFTE – E Street Target Area

Recommended Action:

- Pass and Post the Resolution of Intent under New Business this evening, which will set the public hearing for September 27, 2021, at 7:00pm.



Multi-Family Housing Tax Exemption (MFTE) E Street Target Area

9/13/2021 – City Council Workshop Presentation | Presented by Mitch Kneipp, Community Development Director



City of Washougal

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

9/13/2021

SUBJECT:

Ninebark Infrastructure Agreement

DEPT. OF ORIGIN:

Community Development

REVIEWED AT:

City Council Workshop: September 13, 2021

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▢ **Ninebark Infrastructure Agreement (9-13-21)**
- ▢ **Ninebark Infrastructure Agreement (002).pdf**

EXPENDITURE REQUIRED:

\$0

BUDGETED:

\$0

APPROPRIATION REQUIRED:

\$0

SUMMARY STATEMENT

While the Council has previously approved a Development Agreement, and amendments, for the property associated with the Ninebark project, there are several development infrastructure issues that require further agreement. These issues are outlined and detailed in the attached Infrastructure Agreement and are intended to further address the specifics around the following issues:

- Road Vacation
- New South Marina Way Road Segment Improvement
- South Marina Way Frontage Improvement
- Waterline
- Storm Drainage
- Park Maintenance

- System Development Charges and Credits
- Transportation Impact Fee Charges and Credits
- Park Impact Fees
- Fire Impact Fees
- School Impact Fees
- Miscellaneous Provisions

The Infrastructure Agreement has been reviewed by staff and legal council to ensure compliance with previous decisions and agreements.

RECOMMENDED ACTION

None at this time. This item will be back on the Consent Agenda of September 27, 2021 to authorize the City Manager to sign the Ninebark Infrastructure Agreement.

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Stephen W. Horenstein, Attorney
Horenstein Law Group PLLC 500
Broadway, Suite 370
Vancouver, WA 98660

Party : Ninebark Apartments LLC, a Washington
limited liability company

Party : City of Washougal, Washington, a municipal
corporation

Abbreviated Legal : _____

Assessor's Tax Parcel Nos. : _____

Full Legal Description : See Exhibit A

**Reference Numbers of
Related Documents:**

INFRASTRUCTURE AGREEMENT

This Infrastructure Agreement (this “**Agreement**”) is entered into on this ____ day of _____, 2021, by and between Ninebark Apartments LLC, a Washington limited liability company (“**Ninebark**”) and the City of Washougal, a municipal corporation (“**City**”). Collectively, Ninebark and City shall be referred to hereinafter as the “**Parties.**”

RECITALS:

A. Whereas Ninebark intends to construct a 246-unit multi-family residential development (“**Project**”) on that parcel of real property legally described in **Exhibit A** to this Agreement (“**Property**”);

B. Whereas Ninebark will also construct certain park improvements for a Washougal City Park (“**Park**”) on land that is owned by the Port of Camas-Washougal (“**Port**”) and for which the City will be either granted a fee interest or granted an easement for the Property to be used for park purposes in perpetuity;

C. Whereas, Ninebark will construct certain road and related utility improvements both on and off site for the benefit of the Project, Park, and the City;

D. Whereas City has issued preliminary site plan approval and related approvals for the Project and Park referenced above pursuant to applications filed under SPR2 #21020012, SHP #21020014, CAR #21020015, and ENV #2120016 (“**Staff Report**”);

E. Whereas Certain prior agreements have been entered into to facilitate development on the Property as follows:

1. Port of Camas-Washougal Sixth Street Property Development Agreement approved under Resolution #1050 and recorded under Auditor's File #4864422;
2. Amended and Superseding Development Agreement (aka Amended Sixth Street DA) approved under Ordinance 1765 and recorded under Auditor’s File #510-4756.
3. First Addendum to the Amended and Superseding Development Agreement approved under Ordinance 1846 and recorded under Auditor’s File #553-1755.
4. Whereas Ninebark is negotiating an infrastructure agreement with the Port of Camas Washougal which among many things will facilitate Ninebark’s approved plan for stormwater management for its Project and Park, and certain public road improvements.
5. Whereas the Parties desire to implement the terms and provisions contained in the above-referenced approvals, the obligations of Ninebark has set forth in the above-referenced agreements and agree to certain other infrastructure improvements and other matters as set forth herein.

F. Whereas any inconsistencies between the above-referenced agreements and approvals and this Agreement shall be resolved in favor of this Agreement; and

G. Whereas City agrees to defer Park Impact Fees and Transportation Impact Fees until certificate of occupancy for each building as authorized by WMC 15.62.050(2) and WMC 15.64.050(2) through the Impact Fee Deferral Program.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

Section 1. Recitals. The recitals above are incorporated in this Agreement by this reference.

Section 2. Insurance/Bonds. The following insurance will be required of the Parties:

2.1 Ninebark: A Certificate of Liability Insurance and Performance Bond for public improvements within existing City right-of-way as provided for herein shall be provided by Ninebark to City as required by WMC 12.30.050 prior to commencement of construction.

Section 3. Road Vacation. Ninebark shall submit, and the City shall process a request for a road vacation for that property described in Exhibit A and as set forth in that diagram on Exhibit A1. Upon completion of the right-of-way vacation, the City will process a boundary line adjustment application.

Section 4. New S. Marina Way Road Segment Improvement. In exchange for the road vacation set forth in Section 3 above and without any compensation or transportation impact fee credits provided in regard thereto, Ninebark Apartments LLC shall dedicate right of way for and construct at its own expense a new segment of S. Marina Way adjacent to the northern boundary of the site. This segment is identified as Segment B in the attached Exhibit C.

Section 5. S. Marina Way Frontage Improvements. Ninebark shall dedicate right of way for and construct frontage improvements for two existing segments of S. Marina Way fronting that property legally described in Exhibit B to this Agreement. These improvements are noted as Segments A and C on Exhibit C and will be constructed as set forth on Schedule 1.

Section 6. Waterline. The improvements identified in Sections 4 and 5 above shall include installation of 1,897 lineal feet of 8 and 12-inch waterline that extends westward within the S. Marina Way right-of-way. This waterline improvement includes 934 lineal feet of a 12-inch waterline within the S. Marina Way right of way adjacent to property to the west owned by the Port of Camas-Washougal. As allowed under WMC 3.91.065, the City shall agree to process a latecomer's agreement to allow for the full recovery of the cost to construct the 934 lineal foot segment of waterline within the Port of Camas-Washougal fronting right-of-way to the west. These improvements are noted as Schedule 2 on Exhibit C.

Section 7. Storm Drainage. The Staff Report sets forth that the Project and Park are subject to the requirements of the Stormwater Management Manual for Western Washington. Bio Retention Facilities are appropriate as runoff will travel to the Columbia River. Stormwater facilities constructed on site shall be privately owned and maintained. Final engineering and construction of the on-site improvements shall comply with Section 4 of the Washougal Engineering Standards. The new outfall to be constructed by Ninebark and/or the Port shall be

privately owned and maintained by the Port as agreed to between the Port and Ninebark pursuant to the agreement referenced in Recital E(4) above. Ninebark, upon receipt of necessary permits, can proceed with construction prior to the stormwater outfall referenced in this Section being completed. Ninebark shall use temporary storm water management facilities as necessary during construction. Connection to the completed outfall must occur prior to final occupancy.

Section 8. Park Maintenance. Pursuant to an Amended and Restated Site Infrastructure Agreement & Covenant Running with the Land (SIDA) entered into between Ninebark and the Port of Camas Washougal, Ninebark has certain obligations to construct a park on property currently owned by the Port. The Port will provide the City either a deed or a perpetual easement to this property for Park use. Pursuant to the SIDA, Ninebark is required to improve this property by creating a park thereon according to plans approved by the Port and the City. Upon completion of the park improvements and City acceptance, Ninebark shall enter into an agreement with City to maintain this park for a period that coincides with the number of years that Ninebark will avail itself of the multifamily tax credit for its multifamily development adjacent to the park provided to it by City. Thereafter, Ninebark shall have no further obligation to maintain the park. The provisions of the management agreement herein referenced shall contain provisions that include but are not limited to a) a reference that the maintenance is to be provided by Ninebark at no cost to the city, b) a detailed description of those management obligations to be undertaken by Ninebark, c) indemnification by Ninebark for any claims arising against the City for Ninebark's maintenance of the park and by the City for injuries to persons or property incurred by patrons of the park against Ninebark for City's possession and maintenance of the park after Ninebark's maintenance obligation ends, d) provisions for insurance coverage and other provisions customary for such an agreement.

Section 9. System Development Charges and Credits. Ninebark shall pay system development charges as provided for in the Staff Report and City code with the proviso that credits against those system development charges will be provided for the following:

9.1 S. Marina Way stormwater calculations will be undertaken and system development charge credits will be provided for the cost of those items set forth on Schedule 3 (Shared Stormwater Drainage Outfall System) and Schedule 4 (Stormwater Drainage Facilities S. Marina Way Improvements).

Section 10. Transportation Impact Fee Charges and Credits. Ninebark shall pay transportation impact fees as provided for in the Staff Report and City code with the proviso that credits against those impact fees will be provided for the following:

10.1 Transportation impact fee credits will be provided for the cost of those S. Marina Way Frontage Improvements set forth in Section 5.

Section 11. Park Impact Fees. Ninebark shall pay park impact fees as provided for in the Staff Report and City code with the proviso that credits against the impact fees will be provided for the following.

11.1 Ninebark will be provided park impact fee credits in an amount equivalent to the cost of improvements it makes to the Park provided for in Recital B above.

Section 12. Fire Impact Fees. Ninebark shall pay fire impact fees as provided for in the Staff Report and City code.

Section 13. School Impact Fees. Ninebark shall pay school impact fees as provided for in the Staff Report and City code.

Section 14. Miscellaneous Provisions.

14.1 Counterparts. This Agreement may be executed in counterparts; however, all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument.

14.2 Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded, or upon expiration of the Term, whichever first occurs.

14.3 Authorization. The persons executing this Agreement on behalf of the Parties are authorized to do so and, upon execution by such parties, this Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

14.4 Run with the Land. This Agreement will run with the land and inure to the benefit of and be binding on the Parties' successors and assigns and will be recorded with the County Auditor.

14.5 Mediation and Arbitration of Disputes. In the event that any disputes arise regarding the interpretation or enforcement of this Agreement, such disputes shall be resolved as follows:

a. The parties shall first attempt to resolve them by good faith negotiations. If any disputes cannot be resolved by direct negotiations within fifteen (15) days or such longer time as is mutually agreed by the parties, then the parties shall submit such disputes to mediation, which shall focus on the needs of all concerned parties and seek to solve problems cooperatively, with an emphasis on dialogue and accommodation. The goal of the mediation shall be to fairly resolve each dispute in a manner which preserves and enhances the parties' relationships. Any party desiring mediation may begin the process by giving the other party a written request to mediate which describes the issues involved and invites the other party to join in naming a mutually agreeable mediator and setting a timeframe for the mediation meeting. The parties and the mediator may adopt any procedural format that seems appropriate for the particular dispute. The contents of all discussions during the mediation shall be confidential and non-discoverable in subsequent arbitration or litigation, if any. Any party may, without violating this Agreement, seek

from a court any interim or provisional relief that may be necessary to property of that party pending the mediation.

b. If any dispute cannot be resolved through mediation, or if any party refuses to mediate or to name a mutually acceptable mediator or establish a timeframe for mediation within a period of time that is reasonable considering the urgency of the disputed matter, or fails to agree to procedures for the mediation, then any party who desires dispute resolution shall seek binding arbitration as hereinafter provided.

c. All disputes among the parties arising out of or related to this Agreement which have not been settled by mediation shall be resolved by binding arbitration within the State of Washington. Within twenty (20) days of receiving written demand for arbitration, the parties involved in the dispute shall attempt to reach agreement upon the selection of a qualified impartial arbitrator. If the parties cannot agree upon an arbitrator within twenty (20) days from the date written demand for arbitration is served, such arbitrator shall be appointed by a panel. The panel shall consist of one designee appointed by each party. If the panel is an even number and the panel cannot agree upon an arbitrator, another panel member shall be appointed by the panel. The decision of the arbitrator so appointed shall be final and binding on the parties. The cost of arbitration shall be shared equally among the parties. Any arbitration shall be conducted in accordance with the rules of the Portland Arbitration Association then in effect, although the arbitration need not be conducted under the auspices of the Association. Any arbitration award may be enforced by judgment entered in the District Court of the State of Washington for Clark County.

14.6 Venue. This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

14.7 Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U. S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover its attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

14.8 Performance. Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

14.9 Severability. If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

14.10 Amendments. This Agreement and its Exhibits may only be amended as provided herein. Where specific amendment or revision clauses are not provided in this Agreement, then all other amendments or revisions to this Agreement shall be made only by mutual written agreement of the Parties, and all amendments will be recorded in the Clark County deed records.

14.11 Survival. Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

14.12 No Benefit to Third Parties. The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

14.13 Entire Agreement. This Agreement, as amended from time to time, constitutes the entire agreement between the Parties as to the subject matter.

14.14 Non-waiver. Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

14.15 Interpretation of Agreement; Status of Parties. This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint ventures, or any other similar relationship between the Parties.

14.16 Future Assurances. Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement so as to carry out the intent of this Agreement.

14.17 Term. The Term of this Agreement shall coincide with the term of the development agreement and amendments thereto, all of which are referenced in Recital E above.

[signature pages to follow]

NINEBARK APARTMENTS LLC, a
Washington limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

State of _____)

) ss.

County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____ of Ninebark Apartments LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2021.



Notary Seal

Notary Public for Washington

Name of Notary

My appointment expires: _____

CITY OF WASHOUGAL

By: _____

Print Name: _____

Title: _____

Date: _____

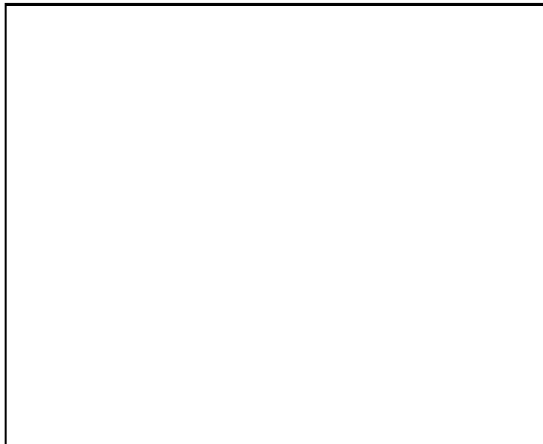
State of _____)

) ss.

County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____ of the City of Washougal, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2021.



Notary Seal

Notary Public for Washington

Name of Notary

My appointment expires: _____

EXHIBIT A – LEGAL DESCRIPTION

EXHIBIT A1 – ROAD VACATION DIAGRAM

EXHIBIT B – LEGAL DESCRIPTION – FRONTAGE IMPROVEMENTS

EXHIBIT C - S. MARINA WAY ROAD IMPROVEMENTS (SEGMENT A, B, C, AND D)

EXHIBIT D – ROAD AND UTILITIES EASEMENT AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Stephen W. Horenstein
Horenstein Law Group PLLC
500 Broadway Street, Suite 370
Vancouver, WA 98660

Grantor:	Ninebark Apartments LLC, a Washington limited liability company
Grantee:	City of Washougal, Washington, a municipal corporation
Abbreviated Legal:	
Assessor's Tax Parcel:	
Other Reference No.:	

ROAD AND UTILITIES EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between NINEBARK APARTMENTS LLC, a Washington limited liability company (“Parkers”) and the CITY OF WASHOUGAL, WASHINGTON, a municipal corporation (“City”).

RECITALS

A. Parkers Property. Parkers is the owner of a number of parcels of real property in the City of Washougal, in Clark County, Washington, described on Exhibit A attached hereto (the “Project Property”). Parkers is developing the Project Property for multi-family residential use with related amenities to be known as the Ninebark Apartments (the “Project”).

B. Roads and Utilities. As of the date of this Agreement, certain roadways, which comprise portions of S. 6th Street, S. A Place, and S. 7th Street (collectively, the “Roads”), run through parts of the Project Property and public sanitary sewer and water lines (“Utility Lines”) are located beneath the Roads. The location of the Roads with the underlying Utility Lines are described on Exhibit B attached hereto. City has requested and, subject to the terms and conditions in this Agreement, Parkers has agreed to continue the use of the Roads for public access to and from S. Marina Way and that portion of S. “A” Street adjacent to the easterly end of the Project Property

as well as the Utility Lines for public use while Parkers constructs a temporary access roadway to provide ingress and egress to the Project property and for use by the general public as well as replacement underground utility lines for sanitary sewer and water along the northerly boundary of the Project Property (the "Temporary Access Road").

NOW, THEREFORE, for and in consideration of the foregoing premises, and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Recitals. Each of the above Recitals is hereby incorporated into this Agreement.
2. Grant of Easement. Parkers hereby grants, conveys, and establishes a temporary non-exclusive easement in favor of the City of Washougal and the Public for the purpose of providing pedestrian and vehicular ingress and egress over, under, across and through the Roads and underground storm sewer and water utility line under, across and through the Roads for the Utility Lines. With this grant of easement rights, the City and its employees, representatives and contractors shall be entitled to construct, install, reconstruct, operate, use, maintain, repair, replace, and remove (i) storm sewer lines, manholes, mains, and related improvements to ensure the Utility Lines remain operational and (ii) the Roads to ensure their continued use for public pedestrian and vehicular ingress and egress to and from S. Marina Way and that portion of S. "A" Street adjacent to the easterly end of the Project Property for the duration of this Agreement.
3. Maintenance. City shall be responsible for the cost of all maintenance, repair, and replacement, as needed, of the Roads and Utility Lines during the term of this Agreement and Parkers shall bear no expense or obligation therefor. Except in the case of an emergency, City shall give Parkers reasonable advance notice prior to exercising its rights of ingress and egress to perform maintenance, repair, and replacement work and, to the maximum extent practicable, City shall not use or otherwise impact any portions of the Project Property for such purposes and will use all commercially reasonable efforts to avoid disruption of Parkers' development operations on the Project Property.
4. Removal of Improvements. Upon Parkers completion of the Temporary Access Roadway, Parkers shall undertake and complete the removal of the Roads and Utility Lines at Parkers expense and fill and compact the area that contained the Roads and Utility Lines.
5. Term. The term of this Agreement shall begin on the date hereof and shall conclude on the date Parkers completes the Temporary Access Roadway as provided above but, in no event, later than ____ (____) days after the City accepts the Temporary Access Roadway (the "Term").
6. Insurance.
 - 6.1 Liability. During the Term of this Agreement, City will procure and maintain, or cause to be procured and maintained, in full force and effect and at its sole cost, commercial general liability insurance providing at least \$2,000,000 combined single limit per

occurrence for bodily injury, death and property damage per occurrence and excess umbrella liability coverage in an amount not less than \$2,000,000. The insurance coverage required under this Section 6.1 shall, in addition, extend to any liability of City arising out of the indemnities by City provided in this Agreement and, if necessary, the policy shall contain a contractual endorsement to that effect.

6.2 General Terms. City shall name, or cause to be named, Parkers as an additional insured on the general liability policies and shall provide the Parkers with properly executed certificate(s) of insurance together with an additional insured endorsement to the policies evidencing compliance with the foregoing requirement. Further, such policies shall also be endorsed to provide that not less than 30 days' written notice be given before any policies are canceled or substantially changed to reduce the insurance provided thereby. The City's general liability insurance policies shall be primary as respects any claim, loss or liability arising from its activities within the Roads or in connection with the Utility Lines and any other insurance maintained by Parkers shall be excess and noncontributory. The policies of liability insurance may be carried under blanket policies.

7. Fencing. Parkers shall have the right during the term of this Agreement to erect, maintain, and use construction gates and construction fences to separate the Roads from the remainder of the Project Property.

8. Indemnification. City agrees it does hereby indemnify and will defend and hold harmless Parkers, its officers, members, directors, employees, agents and representatives from and against any and all claims, causes of action, personal injuries, or damages including, but not limited to, reasonable attorneys' fees, arising from or related to the public's use of the Roads, the operation of the Utility Lines, and any City acts or omissions with respect thereto, including its obligations for maintenance and repair, during the term of this Agreement. The amount of City's commercial general liability insurance shall not act to limit City's indemnification obligations under this Agreement.

9. Notice. Any notice given pursuant to this Agreement shall be in writing addressed to the recipient at the address shown below (or at such other address as may have been given by one party to the other during the term of this Agreement in the manner provided in this Section). Notice shall be (a) mailed by certified mail with return receipt requested, postage prepaid, or (b) delivered in person or by nationally recognized overnight courier, all fees prepaid. Any notice sent by mail, in person or by courier shall be deemed given when delivery is first attempted. Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender.

To City of Washougal:

With a copy to:

To Ninebark:

Ninebark Apartments LLC
c/o Killian Pacific
Attn: Nathan Scott
1615 SE 3rd Avenue, Suite 100
Portland, Oregon 97214

With a copy to:

Horenstein Law Group, PLLC
Attn: Mr. Steve Horenstein
500 Broadway Street, Suite 370
Vancouver, WA 98660

10. No Barriers. Parkers shall not construct or install any fences, walls, structures, or barriers to access and no party shall obstruct free passage through the Roads in a manner that would interfere with or impede its use by the public.

11. Nature and Effect of Easements. For the duration of this Agreement, the easement granted herein shall run with the land and shall bind every person or entity having any fee, leasehold or other interest in any portion of the Project Property.

12. Miscellaneous.

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any previous agreement, assertion, statement, understanding, or other commitment before the date of this Agreement, whether written or oral, shall have no force or effect upon the terms and conditions of this Agreement, except as otherwise provided for and acknowledged herein. No agreement, assertion, statement, understanding, or other commitment during the term of this Agreement, or after the term of this Agreement, shall have any legal force or effect upon the terms and conditions of this Agreement unless properly executed in writing by the parties.

12.2 Jurisdiction and Venue. This Agreement is made and shall be construed and interpreted under by the laws of the State of Washington, and venue for any suit concerning this Agreement shall be in Clark County, State of Washington.

12.3 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against the parties to this Agreement.

12.4 Successors. City and Parker respectively, bind themselves, their successors in interest, assigns and legal representatives to this Agreement.

12.5 Time. Time is of the essence in this Agreement.

12.6 Severability. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts of this Agreement shall remain in full effect.

12.7 Waiver. If at any time either party, its successors or assigns, fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

12.8 Counterparts; Scanned Email Signatures. This Agreement may be executed in counterparts. Such counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority.

CITY OF WASHOUGAL, WASHINGTON

NINEBARK APARTMENTS LLC

By: _____
Its: _____

By: _____
Its: _____

Attest:

By: _____
Title: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____ of the City of Washougal, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____, 2021.

Notary Public for the State of Washington
My commission expires: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____ of Ninebark Apartments LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____, 2021.

Notary Public for the State of Washington
My commission expires:_____

EXHIBIT A
PROJECT PROPERTY

EXHIBIT B
ROADS AND UTILITY LINES PROPERTY

EXHIBIT D – TEMPORARY CONSTRUCTION EASEMENT

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Stephen W. Horenstein
Horenstein Law Group PLLC
500 Broadway Street, Suite 370
Vancouver, WA 98660

Grantor:	City of Washougal, Washington, a municipal corporation
Grantee:	Ninebark Apartments LLC, a Washington limited liability company
Abbreviated Legal:	
Assessor's Tax Parcel:	
Other Reference No.:	

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the CITY OF WASHOUGAL, WASHINGTON, a municipal corporation ("City"), and NINEBARK APARTMENTS LLC, a Washington limited liability company ("Parkers").

RECITALS

C. City Property. The City is the owner of certain real property in the City of Washougal, in Clark County, Washington, a portion of which is described on Exhibit A attached hereto (the "City Property").

D. Project. Parkers Intends to develop its property described on Exhibit B attached hereto (the "Project Property") for multi-family residential use with related amenities to be known as the Ninebark Apartments (the "Project").

E. Improved Road. In conjunction with its development of the Project, Parkers proposes to relocate a portion of and upgrade S. Marine Way including installation of utilities therein to improve pedestrian and vehicular access, together with related sidewalks, curbs, gutters, and landscaping. (the "Improved Road") which will ultimately be used by the public.

F. Construction Easement. For Parkers to construct the Improved Road, Parkers requires the temporary use of an adjacent area within the City Property for locating and staging the equipment, materials, and machinery it needs in connection with its construction of the Improved Road.

G. City Agreement. The City is willing to allow Parkers to temporarily use the City Property for such purposes on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

7. Recitals. Each of the above Recitals is hereby incorporated into this Agreement.

8. Grant of Easement. City hereby grants, conveys, and establishes a temporary construction easement, together with the right of ingress and egress, over, upon, across and through the City Property in favor of Parkers and its contractors, subcontractors, agents, employees, and representatives (collectively, the “Parkers Group”), for the purpose of providing the Parkers Group with an area for locating and staging equipment, tools, materials, machinery, vehicles, and the Parkers Group work force as the Parkers Group deems necessary to enable it to construct the Improved Road (as more fully described in Recital C above) (collectively, the “Easement Purpose”). Prior to the beginning of any construction related activities on the City Property, the Parkers Group shall have access to the City Property during normal business hours to the extent necessary to conduct all studies, tests, examinations and surveys necessary to ensure that it can conduct its anticipated construction work within the relocated S. Marina Way.

9. Term. The term of this Agreement shall begin on the date hereof and shall conclude upon the earlier of (i) Parkers’ completion and the City of Washougal, Washington’s acceptance of the Improved Road or (ii) forty-eight (48) months after Parkers or its employees, contractors, or subcontractors enter the City Property to begin its use thereof for the Easement Purpose (the “Term”).

10. Insurance. During the Term of this Agreement, the following insurance coverages shall be provided:

10.1 Liability. Parkers will procure and maintain and cause its contractors to procure and maintain at each of their sole cost, commercial general liability insurance providing at least \$2,000,000 combined single limit for bodily injury, death and property damage per occurrence and excess umbrella liability coverage in an amount not less than \$2,000,000. The insurance coverage required under this Section 4.1 shall, in addition, extend to any liability of Parkers arising out of the indemnities by Parkers provided in this Agreement and, if necessary, the policy shall contain a contractual endorsement to that effect.

10.2 Automobile Insurance. Parkers, at its sole cost and expense, shall procure

and maintain, or cause its contractors to be procure and maintain, in full force and effect policies providing commercial automobile liability insurance insuring claims for all owned, non-owned and hired vehicles and mobile equipment for bodily injury, death or property damage with limits of not less than \$1,000,000 per occurrence.

10.3 Workers' Compensation. Parkers, at its sole cost and expense, shall procure or cause its contractors to procure at the contractor's sole cost and expense and maintain, or cause to be procured and maintained, in full force and effect policies providing worker's compensation insurance in form and amounts as required by law.

10.4 General Terms. Parkers shall name, or cause to be named, the City as an additional insured on the general liability policies and shall provide the City with properly executed certificate(s) of insurance together with an additional insured endorsement to the policies evidencing compliance with the foregoing requirement. Further, such policies shall also be endorsed to provide that not less than 30 days' written notice be given before any policies are canceled or substantially changed to reduce the insurance provided thereby. Parkers' general liability insurance policies shall be primary as respects any claim, loss or liability arising from its activities within the City Property and any other insurance maintained by the City shall be excess and noncontributory. The policies of liability insurance may be carried under blanket policies.

13. Indemnification. Parkers shall indemnify, defend, and hold harmless the City, its officers, employees, and representatives from and against any claims, causes of action, personal injuries, or damages including, but not limited to, reasonable attorneys' fees arising from or related to the gross negligence or willful misconduct of Parkers or the Parkers Group in the execution of their activities in connection with the Easement Purpose within the City Property.

14. Authority. The City represents and warrants that its undersigned representative has the authority to execute this Agreement and to bind the City of Washougal hereto, that the City Property is free from all liens and encumbrances that would materially affect the easement grant, and that the City will defend the same to the Parkers against the lawful claims and demands of all persons whomsoever.

15. Surrender. Parkers agrees to surrender possession of the City Property upon the expiration of this Agreement or any extension thereof and to leave the City Property in substantially the same or better condition than it was in on the date this Agreement was executed; provided, however it is understood that some grading changes may exist upon completion of Parkers' activities as provided in this Agreement.

16. Notice. Any notice given pursuant to this Agreement shall be in writing addressed to the recipient at the address shown below (or at such other address as may have been given by one party to the other during the term of this Agreement in the manner provided in this Section). Notice shall be (a) mailed by certified mail with return receipt requested, postage prepaid, or (b) delivered in person or by nationally recognized overnight courier, all fees prepaid. Any notice sent by mail, in person or by courier shall be deemed given when delivery is first attempted. Notice given to a

party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender.

To City Washougal:

With a copy to:

To Ninebark:

Ninebark Apartments LLC
c/o Killian Pacific
Attn: Nathan Scott
1615 SE 3rd Avenue, Suite 100
Portland, Oregon 97214

With a copy to:

Horenstein Law Group, PLLC
Attn: Mr. Steve Horenstein
500 Broadway Street, Suite 370
Vancouver, WA 98660

17. No Barriers. The City shall not construct or install any fences, walls, structures, or barriers to access and no party shall obstruct free passage through the City Property that would interfere with or impede its use by Parkers.

18. Nature and Effect of Easements. For the duration of this Agreement, the easement granted herein shall run with the land and shall bind every person or entity having any fee, leasehold or other interest in any portion of the City Property.

19. Miscellaneous.

19.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any previous agreement, assertion, statement, understanding, or other commitment before the date of this Agreement, whether written or oral, shall have no force or effect upon the terms and conditions of this Agreement, except as otherwise provided for and acknowledged herein. No agreement, assertion, statement, understanding, or other commitment during the term of this Agreement, or after the term of this Agreement, shall have any legal force or effect upon the terms and conditions of this Agreement unless properly executed in writing by the parties.

19.2 Jurisdiction and Venue. This Agreement is made and shall be construed and interpreted under by the laws of the State of Washington, and venue for any suit concerning this

Agreement shall be in Clark County, State of Washington.

19.3 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against the parties to this Agreement.

19.4 Successors. City and Parker respectively, bind themselves, their successors in interest, assigns and legal representatives to this Agreement.

19.5 Time. Time is of the essence in this Agreement.

19.6 Severability. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts of this Agreement shall remain in full effect.

19.7 Waiver. If at any time either party, its successors or assigns, fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

19.8 Counterparts; Scanned Email Signatures. This Agreement may be executed in counterparts. Such counterparts taken together shall constitute one and the same agreement.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority.

CITY OF WASHOUGAL, WASHINGTON

NINEBARK APARTMENTS LLC

By: _____

Its: _____

By: _____

Its: _____

Attest:

By: _____

Title: _____

STATE OF WASHINGTON)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____ of the City of Washougal, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____, 2021.

Notary Public for the State of Washington

My commission expires: _____

STATE OF WASHINGTON)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____ of Ninebark Apartments LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____, 2021.

Notary Public for the State of Washington
My commission expires:_____

EXHIBIT A
CITY PROPERTY

EXHIBIT B
PARKER PROPERTY

SCHEDULE 1 - S. MARINA WAY FRONTAGE IMPROVEMENTS

A-1	Mobilization
A-2	Traffic control and temporary protection
A-3	Furnish labor, materials, and equipment and provide Erosion Control for frontage improvements
A-4	Furnish labor and equipment to demolish existing surface features.
A-5	Furnish labor and equipment for sawcutting of existing asphalt pavement (includes along both sides of existing roadway for vertical curb)
A-6	Clearing and Grubbing of existing Vegetation
A-7	Furnish labor and equipment to complete excavation existing soils under roadway and walkways
A-8	Furnish labor and equipment to export materials for grading.
A-9	Furnish labor and equipment for fine grading of underneath roadway
A-10	Furnish labor and equipment for fine grading underneath curb and sidewalk
A-11	Furnish labor, materials, and equipment to install 5" Asphalt Pavement Section
A-12	Furnish labor, materials, and equipment to install 12" of compacted aggregate base rock for roadway section
A-13	Furnish labor, materials, and equipment and construct standard 4" thick sidewalk, including 4" aggregate base
A-14	Furnish labor, materials, and equipment and construct standard commercial driveway, 8" thick, including compacted aggregate base
A-15	Furnish labor, materials, and equipment and construct standard vertical curb, including aggregate base rock
A-16	Furnish labor, materials, and equipment and install roadway striping.
A-17	Portion of Schedule C - Stormwater Drainage Facilities (see below)
A-18	Furnish labor, materials, and equipment to install ROW landscaping
Subtotal	

SCHEDULE 2 – LATECOMER’S WATERLINE EXTENSION

D-1	Furnish labor, materials, and equipment and install 12" DI Class 52 water main including: granular backfill, trenching, and fitting
D-2	Furnish labor, materials, and equipment and install 12" water valve
D-3	Furnish labor, materials, and equipment and install 10" water valve
D-4	Furnish labor, materials, and equipment and install 12" DI Class 52 bend including joint restraints
D-5	Furnish labor, materials, and equipment and install DI Class 52 Tee: 10"x10"x12"
D-6	Furnish labor, materials, and equipment and connect to existing water main
D-7	Furnish labor and equipment for all water main testing

SCHEDULE 3 – SHARED STORMWATER DRAINAGE OUTFALL SYSTEM

E-1	Furnish labor, materials, and equipment and install 30" HDPE storm drainage pipe with granular backfill including all trenching and fittings
E-2	Furnish labor, materials, and equipment and install 36" HDPE storm drainage pipe with granular backfill including all trenching and fittings
E-3	Furnish labor, materials, and equipment and install 60" standard manhole
E-4	Furnish labor, materials, and equipment and install 72" standard manhole

SCHEDULE 4 – STORMWATER DRAINAGE FACILITIES S. MARINA WAY IMPROVEMENTS).

C-1	Furnish labor, materials, and equipment and install 8" C900 storm drainage pipe with granular backfill including all trenching and fittings
C-2	Furnish labor, materials, and equipment and install standard Type 1 catch basin
C-3	Furnish labor, materials, and equipment and install Bioretention Planter Area for ROW runoff treatment (assumes half of the area of the two bioretention areas)

Ninebark Infrastructure Agreement

9/13/2021 – City Council Workshop Presentation | Presented by Mitch Kneipp, Community Development Director



City of Washougal

Ninebark Infrastructure Agreement

What we'll cover:

- Development Background
- Infrastructure Agreement Details
- Recommended Action





Ninebark Infrastructure Agreement

Agreement Items:

- Road Vacation
- New South Marina Way Road Segment Improvement
- South Marina Way Frontage Improvement
- Waterline
- Storm Drainage
- Park Maintenance
- System Development Charges and Credits
- Transportation Impact Fee Charges and Credits
- Park Impact Fees
- Fire Impact Fees
- School Impact Fees
- Miscellaneous Provisions



Ninebark Infrastructure Agreement

Recommended Action:

- Authorize the City Manager to sign the Ninebark Infrastructure Agreement as part of the Consent Agenda on September 27, 2021.



Ninebark Infrastructure Agreement

9/13/2021 – City Council Workshop Presentation | Presented by Mitch Kneipp, Community Development Director



City of Washougal

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

9/13/2021

SUBJECT:

2022-Budget Presentation: Fire/Community Development/Police/Other

DEPT. OF ORIGIN:

Finance

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

▯ **2022 Budget Sept 13 Departments.pdf**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Community Development 2022 Budget

09/13/2021 | Presented by Jen Forsberg



City of Washougal

Agenda

- Community Development Highlights



Overall 2022 (2021) Budgets

Total Budget \$1,621,745 (\$1,080,445)

- Salary/Benefits ~ \$1,101,900 (\$960,600)
- Professional Services ~ \$80,500 (\$80,500)
- Operations/Maintenance ~ \$39,345 (\$39,345)
- Shorelines Plan and Towncenter Subarea Plan/Planned Action Ordinance ~ \$400K (\$0)



2022 Highlights

- 2025 Comprehensive Plan/Subarea Plan/Planned Action Ordinance ~ \$350K
- Shorelines Master Plan ~ \$50K
- Reinstating the Administrative Assistant position – adding one FTE to the department
 - Funded by increase in restricted development review revenues (which cannot be expended on anything other than development review services)

Development Review Positions in Community Development		
Position	Pre-recession FTE	Current FTE
Director	1	1
Planning Manager	1	0
Planner	0	1
Executive Assistant	1	0
Administrative Assistant	1	0 (+1 proposed)
Building Official	1	1
Building Inspector	3	2
Permit Specialist	1	1
Total	9	6 (7 proposed)



Questions

Thank You!



Police Department 2022 Budget

09/13/2021 | Presented by Jen Forsberg



City of Washougal

Agenda

- Police, Animal Control, Drug Fund and Judicial Highlights



Overall 2022 (2021) Budget: Police

Total Police Budget \$3,868,294 (\$3,689,794)

- Salary/Benefits ~ \$3,307,200 (\$3,131,600)
- Operations/Maintenance ~ \$319,590 (\$364,165)
- Intergovernmental Services ~ \$241,504 (\$194,029)
 - Includes CRESA and SWAT



Overall 2022 (2021) Budget: Animal Control

Total Animal Control Budget \$270,650 (\$251,150)

- Salary/Benefits ~ \$213,000 (\$193,500)
- Professional Services ~ \$36,000 (\$36,000)
- Operations/Maintenance ~ \$21,650 (\$21,650)



Overall 2022 (2021) Budget: Drug Fund

Total Drug Fund Budget \$37,200 (\$37,200)

- Overtime/Training ~ \$21,200 (\$21,200)
- Professional Services ~ \$10,000 (\$10,000)
- Operations/Maintenance ~ \$6,000 (\$6,000)



Overall 2022 (2021) Budget: Judicial

Total Judicial Budget \$560,500 (\$510,500)

- Court Costs ~ \$335,500 (\$285,500)
- Monitoring/Work Crew ~ \$65,000 (\$65,000)
- Incarceration Costs ~ \$160,000 (\$160,000)



Questions

Thank You!



Other Departments 2022 Budget

09/13/2021 | Presented by Jen Forsberg



City of Washougal

Agenda

- ❑ Other Dept Highlights
 - Economic Development
 - Legal



Overall 2022 (2021) Budget: Economic Development

Total Economic Development Budget \$55,000 (\$55,000)

- Professional Services ~ \$55,000 (\$55,000)
 - \$5K for CREDC
 - \$50K for Economic Development Initiatives
 - Pursuit of infrastructure funding
 - Exploration and development of tax increment financing program (new legislation)



Overall 2022 (2021) Budget: Legal

Total Legal Budget \$20,000 (\$20,000)

- Professional Services ~ \$20,000 (\$20,000)
 - Retainer and misc payments – monthly retainer is increasing from \$960 to \$1,200 per month - this is the first increase in 10 years
 - other department or project specific legal charges are posted to those individual department budgets



Questions

Thank You!



Fire Department 2022 Budget

09/13/2021 | Presented by Jen Forsberg



City of Washougal

Agenda

- Fire contract information for 2022



Overall 2022 (2021) Budgets

Total Fire Budget \$4,034,550 (\$3,730,454)

- Fire Contract ~ \$3,930,000 (\$3,702,204)
 - Operational Costs \$3,930,000 (\$3,564,600)
 - Includes funding additional FTE temporarily pursuant to agreement (using fire reserves)
 - Debt payments ~ \$14,000 (\$14,000)
- LEOFF 1 payments ~ \$72,850 (\$10,550)
 - Increased expenses for LEOFF 1 participant (required payments)
- Professional Services ~ \$17,700 (\$17,700)



Questions

Thank You!



Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

9/13/2021

SUBJECT:

2022 Budget Presentations – PW O&M and Capital

DEPT. OF ORIGIN:

Finance

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

▯ **2022 PW OM Capital.pdf**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Public Works Department ~ 2022 Budgets

09/13/2021 | Presented by Jen Forsberg



City of Washougal

Agenda

- Highlights
 - General Fund Departments
 - Facilities, Parks, Engineering
 - Streets Department
 - Cemetery Department
 - Water/Sewer Department
 - Stormwater Department



Facilities ~ 2022 (2021) Budgets

Total Budget \$570,650 (\$473,950)

- Salary/Benefits ~ \$323,900 (\$232,500)
- Professional Services ~ \$120,000 (\$115,700)
 - Janitorial increase
- Operations/Maintenance ~ \$126,750 (\$125,750)



Parks ~ 2022 (2021) Budgets

Total Budget \$611,833 (\$552,833)

- Salary/Benefits ~ \$431,100 (\$372,100)
 - Proposing additional Maintenance Worker FTE
 - Due to recent Public Works re-organization, completed a necessary review of Public Works position cost allocations between the various funds
 - Result of correcting cost allocations is ongoing General Fund expense savings to support new FTE
 - Based on significant need for support in parks and other General Fund maintenance efforts, position proposed in Parks
- Seasonal Costs ~ \$74,600 (\$74,600)
- Professional Services ~ \$18,633 (\$18,633)
- Operations/Maintenance ~ \$87,500 (\$87,500)



Engineering ~ 2022 (2021) Budgets

Total Budget \$166,404 (\$163,704)

- Salary/Benefits ~ \$107,100 (\$104,400)
- Professional Services ~ \$51,031 (\$51,031)
- Operations/Maintenance ~ \$8,273 (\$8,273)



Streets ~ 2022 (2021) Budgets

Total Budget \$1,084,293 (\$1,073,783)

- Salary/Benefits ~ \$516,110 (\$505,600)
- Seasonal Costs ~ \$53,400 (\$53,400)
- Professional Services ~ \$95,000 (\$95,000)
- Operations/Maintenance ~ \$199,783 (\$199,783)
- Street Lights and Indirects ~ \$220,000 (\$220,000)



Cemetery ~ 2022 (2021) Budgets

Total Budget \$155,950 (\$223,150)

- Salary/Benefits ~ \$91,900 (\$149,100)
- Professional Services ~ \$4,000 (\$4,000)
- Operations/Maintenance ~ \$50,050 (\$50,050)
- Use of Donation ~ \$0 (\$20,000)
- Perpetual Care transfer - \$10,000 (0)
 - Per state audit we need to receipt to the cemetery fund then do a transfer



Water/Sewer ~ 2022 (2021) Budgets

Total Budget \$10,102,152 (\$13,792,348)

- Salary/Benefits ~ \$2,138,427 (\$1,888,500)
- Professional Services ~ \$561,718 (\$675,705)
 - Included \$100K for Water Resilience and Emergency Plan in 2021
- Operations/Maintenance ~ \$2,459,877 (\$2,492,644)
- ERR/System Reinvestment ~ \$1,728,200 (\$2,844,029)
- Debt Payments ~ \$2,390,637 (\$2,612,661)
- Transfer to the Capital Fund ~ \$193,591 (\$2,667,448)
- Indirect Costs ~ \$629,702 (\$611,361)



Water/Sewer O&M Highlights

- Supervisory Control and Data Acquisition (SCADA)
- Point Repairs
- Hydrant Maintenance
- Reservoir Maintenance
- Valve Maintenance
- Large Meter Maintenance
- Well Inspection/Maintenance
- Water Booster Pump Station Inspection/Maintenance
- Wastewater Lift Station Inspection/Maintenance



Stormwater ~ 2022 (2021) Budgets

Total Budget \$1,824,834 (\$1,645,751)

- Salary/Benefits ~ \$637,255 (\$563,500)
- Seasonal Costs ~ \$76,795 (\$74,558)
- Operations/Maintenance ~ \$790,122 (\$668,661)
- Capital Purchases ~ \$0 (\$12,000)
- Interfund Taxes (washes with GF transfer) ~ \$90,000 (\$90,000)
- Debt Payments ~ \$87,116 (\$96,300)
- Indirect Costs ~ \$143,546 (\$140,732)



Stormwater O&M & Capital Highlights

- Point Repairs ~ \$28,318
- Z Street Drainage ~ \$42,000
- Dogwood Drainage ~ \$42,000
- Stormwater Master Plan ~ \$80,000
- National Pollution Discharge Elimination System Compliance



Capital Projects 2022 Budget

09/13/2021 | Presented by Jen Forsberg



City of Washougal

Agenda

- Highlights
 - Art
 - Facilities
 - Transportation
 - Parks
 - Equipment Replacement
 - Water/Sewer
 - Stormwater



Art Capital Projects ~ 2022 Budget

Total Budget \$14,000

- Other projects ~ \$14K
 - Beginning balance \$9K



Facilities Capital Projects ~ 2022 Budget

Total Budget \$1,172,000

- Social Service Building Maintenance and Repair Project ~ \$959K
 - \$227K CDBG
 - \$700K Legislative appropriation
 - \$32K City match fund balance
- Facilities Master Plan ~ \$100K
- Other facility projects ~ \$113K
 - Will follow the facilities plan



Transportation Capital Projects ~ 2022 Budget

Total Budget \$ 806K

- Evergreen Way Sidewalks 39th to 42nd ~ \$300K
 - \$239K Transportation Improvement Board grant has been submitted, project will only proceed if we receive this grant
 - \$61K TIF
- 32nd Street Underpass ~ \$200K
 - \$200K Legislative Appropriation
- Traffic Calming ~ \$60K
 - Fund Balance



Transportation Capital Projects ~ 2022 Budget

- Pavement Management Report ~ \$20K
 - Fund Balance
- Other Opportunities ~ \$226K
 - TIF Eligible ~ \$201K
 - Non TIF Eligible ~ \$25



Parks Capital Project ~ 2022 Budget

Total Available Budget \$511K

- Hartwood Park Bridge ~ \$250K
 - Fund balance
- Pickleball Court ~ \$105K
 - \$15,800 - donations
 - \$89,200 fund balance
- Other PIF eligible projects ~ \$156K



Water/Sewer Capital Projects ~ 2022 Budget

Total Budget \$11,681,015

- Water ~ \$3,218,023
 - Northside Reservoir ~ \$2,100,000
 - Water Main Extension C St to A St ~ \$424,360
 - Automatic Meter Reading – AMI ~ \$409,383
 - Water Main Installation – 32/34th St / “J” St ~ \$284,280
- Sewer ~ \$6,165,092
 - Anoxic Selector ~ \$952,328
 - Biosolids Management ~ \$3,845,661
 - Pump Station #1 relocation ~ \$1,254,552
 - SCADA system upgrade ~ \$112,551
- Debt Payments (revenue transferred in from O&M accounts) ~ \$2,177,900
- Indirect Costs ~ \$120,000



Questions

Thank You!

