



**CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP AGENDA
Monday, July 26, 2021
5:00 PM**

MEETING INFORMATION

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/84524625852>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. NEW BUSINESS

- A. Community Development: Frye Annexation**
- B. Public Works: Northside Pump Station Access Agreement**
- C. Finance: Lodging Tax Advisory Committee Appointments**
- D. Finance: 2nd Quarter Update**
- E. Finance: 2021 Budget Amendment #2**
- F. City Manager: 2021-2022 Council Goals**

V. PUBLIC COMMENTS

VI. REPORTS AND COMMUNICATIONS

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

VII. ADJOURNMENT

UPCOMING MEETINGS: Monday, August 9, 2021 - Workshop at 5:00 pm and Council at 7:00 pm

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

7/26/2021

SUBJECT:

MEETING INFORMATION

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84524625852>

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:

7/26/2021

SUBJECT:

Frye Annexation

DEPT. OF ORIGIN:

Community Development

REVIEWED AT:

CD Council Committee: January 26, 2021

City Council Workshop: February 8, 2021

City Council Workshop: February 22, 2021

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▢ **Frye Annexation Petition**
- ▢ **Certification of Sufficiency**

EXPENDITURE REQUIRED:

\$0

BUDGETED:

\$0

APPROPRIATION REQUIRED:

\$0

SUMMARY STATEMENT

Request

The city has received a Petition for Annexation from Stephen Frye & Debra Hoff-Frye for the following property:

Property Owner	Tax Parcel #'s	Size	Zoning (Current / Future)
Stephen Frye & Debra Hoff-Frye	132406-000	1.15- Acres	R1-10 (UH) / R1-7.5

Requirements of a Petition for Annexation

A sufficient Petition for Annexation was submitted meeting the following requirements:

- The proposed boundary is contiguous to existing city limits,
- The property is within the city's Urban Growth Boundary (UGB), and ,
- The petition contained the signatures representing 100 percent of the property assessed valuation for general taxation (60% is required).

City Council meeting with the initiating parties for annexations (RCW 35A.14.120):

-

This meeting was held on February 22, 2021 where the City Council:

- Accepted the proposed annexation;
- Required the simultaneous adoption of the zoning identified in the preferred alternative plan to apply to the property upon annexation;
- Required the assumption of all existing city indebtedness by the area to be annexed; and
- Authorized staff to develop a Petition for Annexation for the area and authorized its circulation.

Certification of Sufficiency

The Clark County Assessor issued a Certificate of Sufficiency for the Petition for Annexation on June 1, 2021.

RECOMMENDED ACTION

Set a hearing, through approval of the Consent Agenda, for the Frye Annexation to take place on August 9, 2021 at 7:00pm.



Frye Annexation

Parcel #132406-000

ANNEXATION PETITION

Applicants for annexation must submit all of the following required items:

Include:

Signed “Petition for Annexation to the City of Washougal, Washington”

Application Fee \$100.00
 Minor (less than 10 acres) = \$100.00

PETITION FOR ANNEXATION TO THE CITY
OF WASHOUGAL, WASHINGTON

TO: The City Council, City of Washougal, Washougal, Washington

WE, the undersigned, being the owners of not less than sixty percent (60%), in value (according to the assessed valuation for general taxation), of real property described on Exhibit "A" attached hereto, fully incorporated herein, lying contiguous to the City of Washougal, Washington, do hereby petition that such territory be annexed to and made part of the City of Washougal under the provisions of RCW 35A.14.120, et seq., and any amendments thereto, of the State of Washington and lift the "Urban Holding" designation.

The territory proposed to be annexed is within Clark County, Washington, and is described in Exhibit "A", attached hereto.

WHEREFORE, the undersigned respectively petition the honorable City Council and ask:

(a) That appropriate action be taken to entertain this petition, fixing a date for a public hearing, causing notice to be published and posted, specifying the time and place of such hearing, and inviting all persons interested to appear and voice approval or disapproval of such annexation; and

(b) That following such hearing the City Council determine by ordinance that such annexation shall be effective; and

(c) That property so annexed shall become a part of the City of Washougal, Washington, subject to its laws and ordinances then and thereafter enforced.

The Petitioners subscribing hereto agree that all property within the territory hereby sought to be annexed shall:

1. Be assessed and taxed at the same rate and on the same basis as property within the City of Washougal for any now outstanding indebtedness of the city, including assessments or taxes in payment of any bonds issued or debts contracted, prior to or existing at the date of annexation;
2. Simultaneously be subject to city zoning regulations;
3. Simultaneously adopt the preplanned zoning and Comprehensive Plan designations for the property as identified in the City's UGA Preferred Alternative Plan;
4. It is further understood that not all city services are currently available to the annexation area, particularly sewer and water; and
5. Understand that City Council's action on February 22, 2021 was to: Accept the proposed annexation area identified in Exhibit A; require the simultaneous adoption of the preplanned city zoning, zoning regulations and comprehensive plan designation identified in the city's preferred alternative plan; require the assumption of all existing city indebtedness; and that the properties shall be assessed and taxed at the same rate and on the same basis as property within the City of Washougal; and authorized the circulation of an Annexation Petition.

This Petition is accompanied and has attached hereto as Exhibit "B", a diagram that outlines the boundary of property to be annexed.

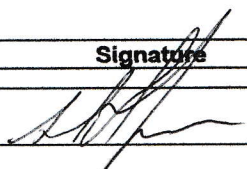
These pages are a group of pages containing an identical text prayer intended by the signers of this petition to be presented and considered as one petition and may be filed with other pages containing additional signatures which cumulatively may be considered as a single petition.

WARNING

Every person who signs this petition with any other than his true name, or knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

SUMMARY OF REQUEST

1. Annexation of area described in Exhibit "A" and identified in Exhibit "B"; and
2. Lifting of the Clark County Urban Holding Overlay designation; and
3. The properties will be zoned according to the city's preferred alternative plan and be subject to the adopted regulations immediately upon annexation; and
4. Require the assumption of all existing city indebtedness by the area to be annexed.

Parcel #	Owner Name	Site Address	Signature	Date Signed
132406-000	Stephen Frye & Debra Hoff-Frye	2110 N T Street		03/02/21

NOTE: See R.C.W. 35A.01.040 (9), also Exhibit "A" and Exhibit "B".

R.C.W. 35A.01.040 (9)

- (9) When petitions are required to be signed by the owners of property, the following shall apply:
- (a) The signature of the record owner, as determined by the records of the County Auditor, shall be sufficient without the signature of his or her spouse.
 - (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse.
 - (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the County Auditor, shall be deemed sufficient, without the signature of his or her spouse.
 - (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation and shall attach to the petition a certified excerpt from the by-laws of such corporation showing such authority.
 - (e) When such property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.

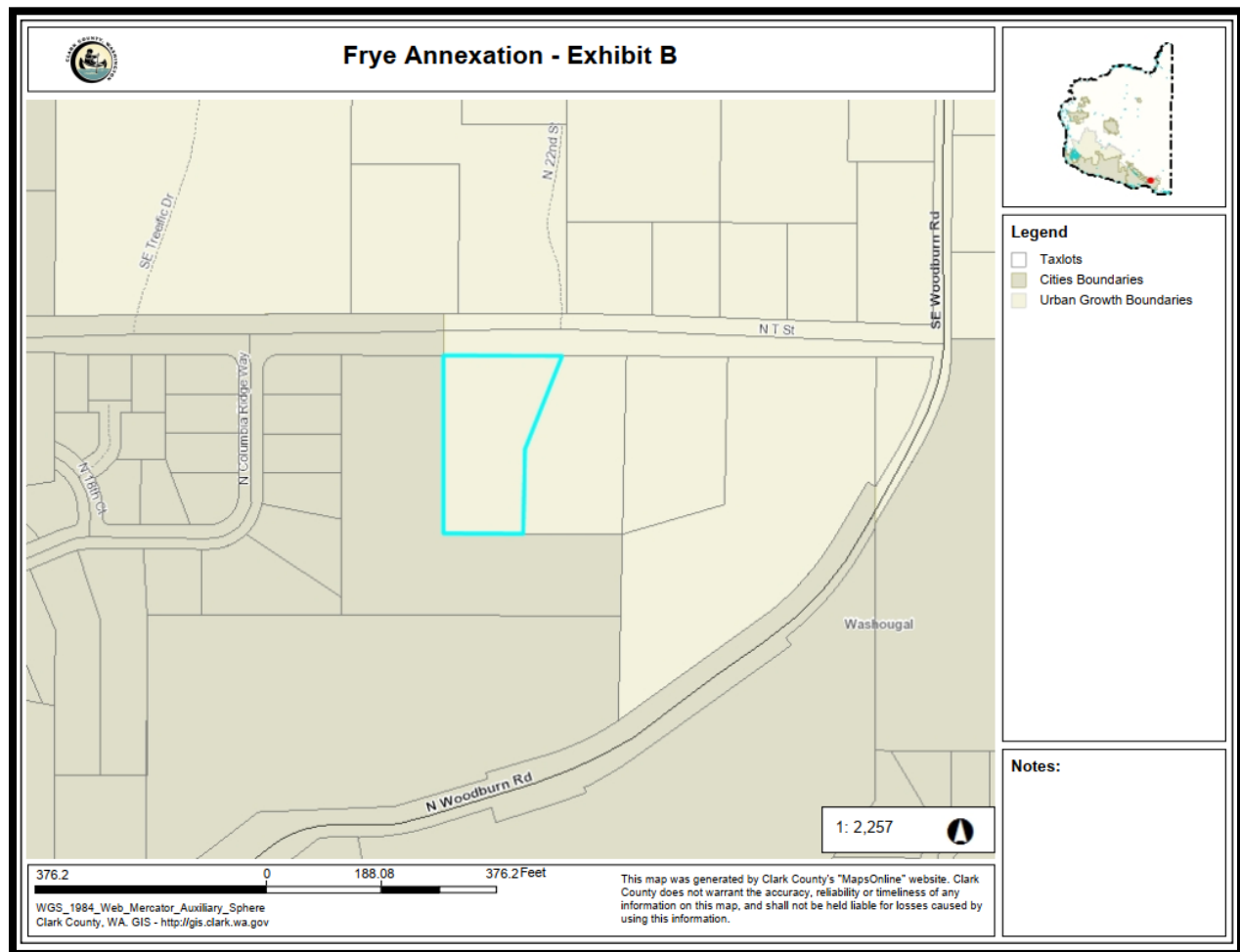
Frye Annexation – Exhibit A

Legal Description:

That portion of Section 8, Township 1 North, Range 4 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of Section 8, Township 1 North, Range 4 East of the Willamette Meridian, Clark County, Washington; thence South 88°25'24" East along the North line of said Section 8, a distance of 624.43 feet to the **True Point of Beginning**; thence South 88°25'24" East a distance of 205.57 feet to the Northwest corner of a tract of land conveyed to D.W. Baize as recorded under Auditor's File No. 8403090027; thence South 2°38'43" West along the West line of said Baize tract a distance of 30.00 feet; thence South 22°23'30" West, along the West line of said Baize tract a distance of 163.55 feet; thence South 2°38'43" West, along the West line of said Baize tract a distance of 135.55 feet to the Southwest corner of said tract; thence North 88°25'24" West a distance of 127.67 feet; thence North 1°25'30" West a distance of 318.84 feet to the **True Point of Beginning**.

Frye Annexation – Exhibit B





CLARK COUNTY WASHINGTON

www.clark.wa.gov/assessor

ASSESSOR'S OFFICE

Peter Van Nortwick, Assessor

1300 Franklin Street
PO Box 5000
Vancouver, WA 98666-5000
360.397.2391
360.397.6046 f

June 1, 2021

Mr. Mitch Kneipp
Community Development Director
211 39th Street
Washougal, WA 98671

Dear Mr. Kneipp,

You will find enclosed the Certification of Sufficiency of the petition for annexation of land to the City of Washougal: Frye Annexation.

Please contact me should you have any questions regarding this annexation.

Sincerely,

Peter Van Nortwick

Peter Van Nortwick
Clark County Assessor

Enclosed:

Certification of Sufficiency
Annexation Legal Description
Annexation Map

Certification of Sufficiency
Frye Annexation

The City of Washougal on April 28, 2021 submitted for review by the Clark County Assessor, a petition to annex to the city, approximately 1.28 acres of land known as the Frye Annexation. Subject to the requirements of 35A.01.040 I now certify the following in my capacity as Clark County Assessor:

1. On April 28, 2021 the City of Washougal submitted for certification by the Clark County Assessor a petition to annex to the city one (1) parcel of land and associated road and public utility rights-of-way, totaling approximately 1.28 acres.
2. The legal description and map of the area proposed for annexation, as provided by the city, are attached to this certification. According to the map provided by the city, this area is in unincorporated Clark County and within the urban growth boundary.
3. The city is completing annexation pursuant to the sixty percent method of annexation RCW 35A.14.120 – 150
4. The Clark County Assessor initiated determination of petition sufficiency on May 14, 2021 which is the “terminal date” as defined in 35A.01.040
5. The area proposed for annexation has a certified annexation value for general taxation of \$452,215
6. Petition signatures provided by the city represent valid owner signatures of a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area. This review did not address the legal sufficiency of any proxy or utility covenant, only the sufficiency of the presence of signatures thereon.

Therefore, based on the petition certification request and supporting materials submitted by the city, I hereby declare and certify that the petition represents the affirmative consent of properties totaling more than 60% of the value according to the assessed valuation for general taxation purposes of the property proposed for annexation.

Given under my hand and seal this June 1, 2021.

Peter Van Nortwick

Peter Van Nortwick
Clark County Assessor

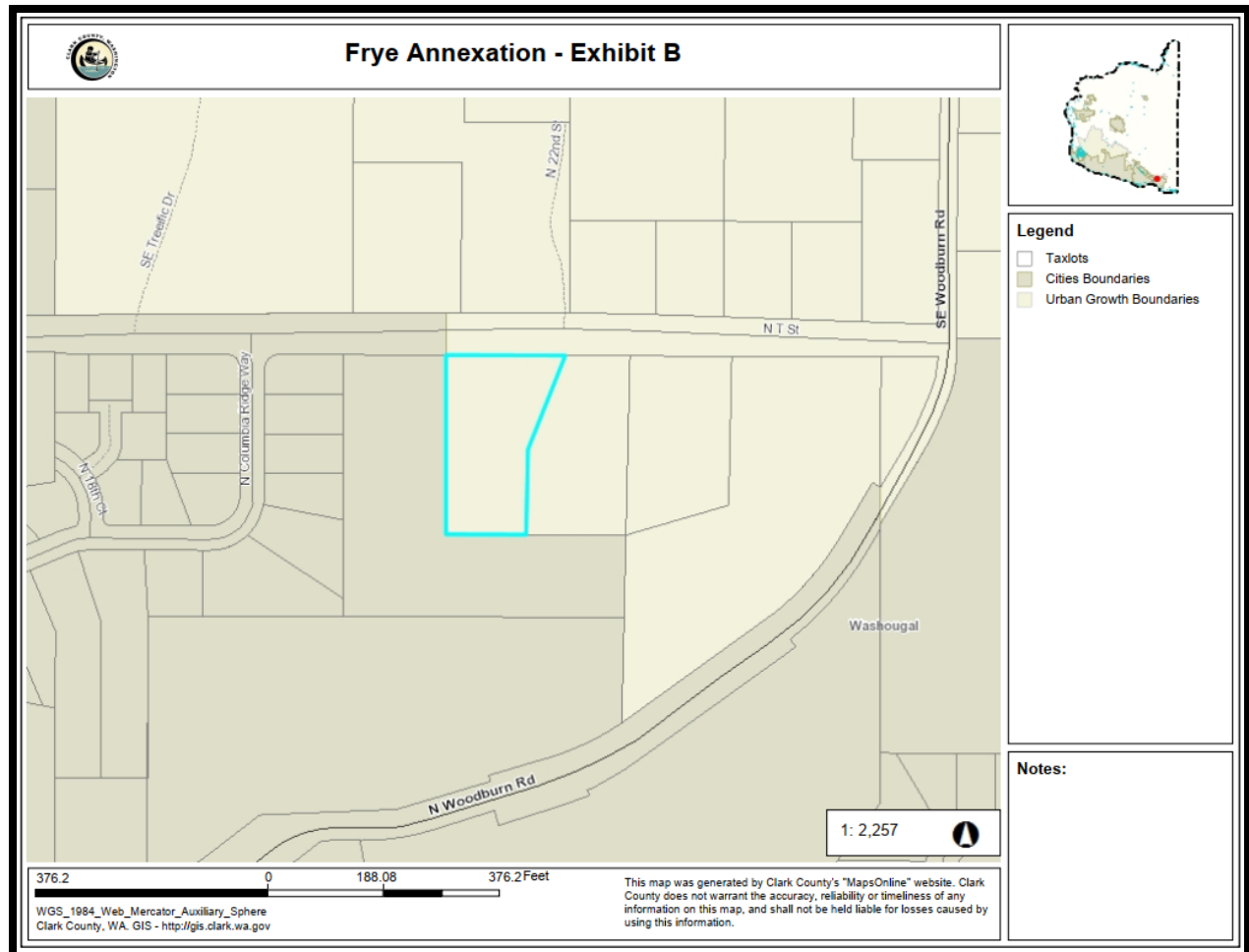
Frye Annexation – Exhibit A

Legal Description:

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BEGINNING at the Northwest corner of Section 8, Township 1 North, Range 4 East of the Willamette Meridian, Clark County, Washington; thence South $88^{\circ}25'24''$ East along the North line of said Section 8, a distance of 624.43 feet; thence North $1^{\circ}25'30''$ West a distance of 40 feet +/- to a point on the north right-of-way line of North T Street and the **True Point of Beginning**; thence South $88^{\circ}25'24''$ East along the north right-of-way line of said North T Street a distance of 205.57 feet to a point on the north right-of-way line of said North T Street that is 40 feet +/- north of the Northwest corner of a tract of land conveyed to D.W. Baize as recorded under Auditor's File No. 8403090027; thence South $2^{\circ}38'43''$ West along the West line of said Baize tract a distance of 70 feet +/-; thence South $22^{\circ}23'30''$ West, along the West line of said Baize tract a distance of 163.55 feet; thence South $2^{\circ}38'43''$ West, along the West line of said Baize tract a distance of 135.55 feet to the Southwest corner of said tract; thence North $88^{\circ}25'24''$ West a distance of 127.67 feet; thence North $1^{\circ}25'30''$ West a distance of 358.84 feet +/- to the **True Point of Beginning**.

Frye Annexation – Exhibit B





PETITION FOR ANNEXATION TO THE CITY
OF WASHOUGAL, WASHINGTON

TO: The City Council, City of Washougal, Washougal, Washington

WE, the undersigned, being the owners of not less than sixty percent (60%), in value (according to the assessed valuation for general taxation), of real property described on Exhibit "A" attached hereto, fully incorporated herein, lying contiguous to the City of Washougal, Washington, do hereby petition that such territory be annexed to and made part of the City of Washougal under the provisions of RCW 35A.14.120, et seq., and any amendments thereto, of the State of Washington and lift the "Urban Holding" designation.

The territory proposed to be annexed is within Clark County, Washington, and is described in Exhibit "A", attached hereto.

WHEREFORE, the undersigned respectively petition the honorable City Council and ask:

(a) That appropriate action be taken to entertain this petition, fixing a date for a public hearing, causing notice to be published and posted, specifying the time and place of such hearing, and inviting all persons interested to appear and voice approval or disapproval of such annexation; and

(b) That following such hearing the City Council determine by ordinance that such annexation shall be effective; and

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1. Be assessed and taxed at the same rate and on the same basis as property within the City of Washougal for any now outstanding indebtedness of the city, including assessments or taxes in payment of any bonds issued or debts contracted, prior to or existing at the date of annexation;
2. Simultaneously be subject to city zoning regulations;
3. Simultaneously adopt the preplanned zoning and Comprehensive Plan designations for the property as identified in the City's UGA Preferred Alternative Plan;
4. It is further understood that not all city services are currently available to the annexation area, particularly sewer and water; and
5. Understand that City Council's action on February 22, 2021 was to: Accept the proposed annexation area identified in Exhibit A; require the simultaneous adoption of the preplanned city zoning, zoning regulations and comprehensive plan designation identified in the city's preferred alternative plan; require the assumption of all existing city indebtedness; and that the properties shall be assessed and taxed at the same rate and on the same basis as property within the City of Washougal; and authorized the circulation of an Annexation Petition.

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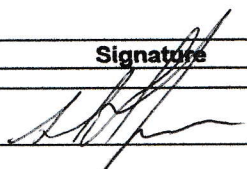
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SUMMARY OF REQUEST

1. Annexation of area described in Exhibit "A" and identified in Exhibit "B"; and
2. Lifting of the Clark County Urban Holding Overlay designation; and
3. The properties will be zoned according to the city's preferred alternative plan and be subject to the adopted regulations immediately upon annexation; and
4. Require the assumption of all existing city indebtedness by the area to be annexed.

Parcel #	Owner Name	Site Address	Signature	Date Signed
132406-000	Stephen Frye & Debra Hoff-Frye	2110 N T Street		03/02/21

NOTE: See R.C.W. 35A.01.040 (9), also Exhibit "A" and Exhibit "B".

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

FOR AGENDA OF:

7/26/2021

SUBJECT:

DEPT. OF ORIGIN:

Public Works

REVIEWED AT:

City Council Emailed information July 22, 2021

TO BE RETURNED TO COUNCIL:

No

ATTACHMENTS:

- ▯ **Memorandum of Understanding Northside 4 LLC City Financial Participation Establishing Protocols Invoice Support**
- ▯ **Pump Station Access Easement Agreement Parcel 986054548**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

Pump Station Access Easement Agreement:

The City and Grantor, as successor in interest to Northside 4, LLC, entered into an Environmental Mitigation Agreement (EMA) on November 21, 2019, which formalized the details for the final infrastructure plans for the subdivision, including but not limited to a sewer lift station on the Northside property, that will serve only the lots within the Northside PUD. The parties anticipate that the pump station will become redundant when the City installs or causes to be installed a regional sewer lift station that serves the subdivision as well as the wider area. Due to the temporary nature of the pump station, the parties prefer that the land underlying the pump station remain in the ownership of the developer and its successors; thus, an access easement agreement will need to be executed by both parties. Pursuant to the EMA, after completion of the construction and installation of the pump station infrastructure, ownership of the pump station (but not the land) will be transferred to the City for the City to maintain and operate until such time as the pump

station becomes redundant and City decommissions the pump station.

Northside Memorandum of Understanding (MOU) Amendment:

The Environmental Mitigation Agreement (EMA) was entered into on November 21, 2019 as stated above. The project has encountered cost increases due to cost of materials and market escalators. Staff is recommending that the City agree to an interlined amendment to the Environmental Mitigation Agreement (EMA), increasing the City's financial contribution from a not-to-exceed amount of Two Million One Hundred Thousand Dollars (\$2,100,000.00) to a not-to-exceed amount of Two Million One Hundred Seventy Six Thousand Seven Hundred Ninety Two Dollars and Sixty Six Cents (\$2,176,792.66). With the additional expense, we will make it work within the adopted FY2021 Budget. If the invoice submittals provided by Northside ends up occurring in the FY2022 Budget, staff will make a specific note of that for City Council review in preparing for the FY2022 Budget.

RECOMMENDED ACTION

Authorize City Manager to Sign the Pump Station Access Easement Agreement.

**Memorandum of Understanding
Between City of Washougal and NorthSide 4 LLC
Amending City Financial Participation and
Establishing Protocols for Invoice Support**

City of Washougal (“City”) and NorthSide 4 LLC, (“NorthSide”) entered into an Environmental Mitigation Agreement (“EMA”) on November 21, 2019 for the design and construction of infrastructure relating to NorthSide’s subdivision in the city.

The project has encountered some cost increases and the City is willing to allow an increase in the City’s contribution toward the increase. This Memorandum of Understanding acknowledges that revision and clarifies the City’s auditing requirements for approving invoices on the project.

It is agreed by the parties as follows:

WITNESSETH

NOW, THEREFORE, THE CITY OF WASHOUGAL AND NORTHSIDE LLC AGREE AS FOLLOWS:

1. Financial Responsibilities

The City agrees to an interlined amendment to the Environmental Mitigation Agreement described above, increasing the City’s financial contribution from a not-to-exceed amount of Two Million One Hundred Thousand Dollars (\$2,100,000.00) to a not-to-exceed amount of Two Million One One Hundred Seventy Six Thousand One Hundred Ninety One Dollars and Sixty Six Cents (\$2,176,792.66). This sum shall be interlined on the EMA and signed or initialed by each of the parties.

2. Invoice Submittals.

City will pay or credit, as applicable, NorthSide’s submitted invoices only upon receipt of the following support documents. Documentation in invoices paid by the developer should show all charges related to costs reimbursable under this EMA (including those receiving PIF, TIF and SDC credits) as separate line items not comingled with similar related costs for other portions of the project not reimbursable under this EMA.

- a. As-builts for the tank and booster station and sewer pump station
- b. Maintenance bonds
- c. O&M Manuals & Warranty Information

3. Effect of Amendment: Except as specifically amended herein, the terms and conditions of the Environmental Mitigation Agreement, not expressly amended by this MOU, shall remain in full force and effect.

CITY OF WASHOUGAL

ATTEST:

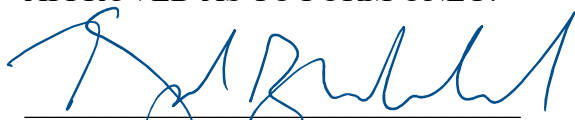
By: _____
David Scott

By: _____
City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM ONLY:



Kenneth B. Woodrich
City Attorney

NORTHSIDE 4, LLC, a Washington Limited Liability Company

By: _____

By: _____

Date: _____

Date: _____

AFTER RECORDING, RETURN TO:

JORDAN RAMIS PC
Attn: Jamie Howsley
1499 Tech Center Pl., Ste. 380
Vancouver, WA 98683

**PUMP STATION ACCESS
EASEMENT AGREEMENT**

Reference numbers of related documents: N/A

Grantor: Contour Ventures, LLC, a Washington limited liability company

Grantee: City of Washougal, a municipality of the state of Washington

Legal Description: *See attached Exhibit A*

Assessor's Property Tax Parcel Account Numbers: 986054548 ("Grantor's Property")

PUMP STATION
ACCESS EASEMENT AGREEMENT

This PUMP STATION ACCESS EASEMENT AGREEMENT (“Easement”) is entered into this ____ day of _____, 2021 (“Effective Date”), by and between Contour Ventures, LLC, a Washington limited liability corporation (“Grantor” or “Developer”), and the City of Washougal (“City” or “Grantee”) (collectively, the “Parties”).

RECITALS

A. Grantor is owner of that certain real property located in the City of Washougal, Clark County, Washington, APNs 986054548, more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by this reference (“Grantor’s Property”). Grantor is the Developer of Phase 1 of the approved Northside Planned Unit Development (the “Subdivision”) on the Grantor’s Property.

B. The City and Grantor, as successor in interest to Northside 4, LLC, entered into that certain Environmental Mitigation Agreement (the “EMA”) on November 21, 2019, which formalized the details for the final infrastructure plans for the Subdivision, including but not limited to a sewer lift station on the Grantor Property (the “Pump Station”) that will serve only the lots within the Northside PUD.

C. The Parties anticipate that the Pump Station will become redundant when the City installs or causes to be installed a regional sewer lift station that serves the Subdivision as well as the wider area. Due to the temporary nature of the Pump Station, the Parties prefer that the land underlying the Pump Station remain in the ownership of the Developer and its successors.

D. Pursuant to the EMA, after completion of the construction and installation of the Pump Station infrastructure, ownership of the Pump Station (but not the land) will be transferred to the City for the City to maintain and operate until such time as the Pump Station becomes redundant and the City decommissions the Pump Station. The Parties have not yet formally agreed to the specific terms and conditions of the use of Grantor’s property.

E. Accordingly, the Parties desire to memorialize the terms of the City’s access over and maintenance of Grantor’s property, as well as the timing and methods for City decommissioning of the Pump Station.

NOW THEREFORE in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

/////

/////

AGREEMENT

1. **Grant of Access Easement.** Grantor hereby declares, grants, conveys, and warrants to Grantee a non-exclusive, appurtenant easement in favor of the City, (and Grantee's employees, agents, contractors, heirs, successors, and assigns (collectively, "Grantee Parties")), over and across the Access Easement area, as particularly defined and depicted in **Exhibit B** (the "Access Easement"). The purpose of this Access Easement is to provide the City sufficient ingress and egress over the Grantor's Property to operate and maintain the Pump Station, as necessary to serve the 281 Lots of the Northside PUD, consistent with the Parties' prior agreements, including the EMA, and applicable state and city standards. The City's use of the easement rights granted herein shall not unreasonably interfere with Grantor's intended use of the Property, including but not limited to, disturbance of future homeowners' in their residences or activities on the development grounds.

2. **Maintenance of Access Easement Area.** Following construction and installation of the Pump Station, the City shall be solely responsible for operation and maintenance of the Pump Station. City shall reimburse Grantor for one-half of the maintenance costs for the driveway portion of the Access Easement area, which is more particularly depicted in **Exhibit B** ("Driveway Portion"). The City shall be notified of any proposed maintenance and shall review and approve proposed bids for such work prior to Grantor beginning any work. Each respective Party shall promptly repair or be solely responsible for any associated costs for damage or excessive deterioration to the Driveway Portion caused solely by the acts of Grantor or Grantee's Parties beyond ordinary wear and tear from operating or maintaining the pump station.

3. **Right to Grant Access Easement.** Grantor represents and warrants that it is the owner of the Access Easement Area, and that it has the right to grant the Access Easement to Grantee.

4. **Decommissioning of Pump Station; Timing; Methods.**

4.1 **Timing.** If the City installs a regional sewer lift station that makes the Pump Station redundant, the City shall be responsible for safely and properly decommissioning the Pump Station and revegetating the Pump Station area ("Decommissioning"). The technical aspects and work related to Decommissioning of the Pump Station are within the City's sole discretion, as the maintainer and operator of the Pump Station; however, the City shall provide the Grantor at least three-months' (3) notice of intent to begin the Decommissioning of the Pump Station prior to beginning any Decommissioning activities in the Access Easement Area. The Grantor shall have the right to review the proposed plans for Decommissioning, including but not limited to the schedule for activities on site, and the methods employed, and may provide the City comment on alternative approaches or methods for the Decommissioning. The City agrees to consider the Grantor's input, and shall proceed with all reasonable and due discretion in Decommissioning procedures that minimize the impacts to the Grantor's Property, including those homeowners living within and around the Access Easement area.

4.2. Methods. At a minimum, formal Decommissioning of the Pump Station shall require the City to comply with the following subsections 4.2.1-4.2.4. The Parties may later agree to modify the necessary steps and methods to accomplish Decommissioning; however, the methods identified within this section may only be waived or modified upon written consent and agreement between the Parties.

4.2.1 The City shall fill the wet well with crushed rock or another appropriate fill material in order to provide a safe and level surface after Decommissioning.

4.2.2 In order to avoid damage to Grantor's nearby improvements, the City shall abandon certain pipe in place where reasonably appropriate and/or reasonably restore Grantor's nearby improvements where damage is caused by the Decommissioning.

4.2.3 The City shall remove above-ground structures in the Pump Station area, including concrete pads and fencing.

4.2.4 The City shall vegetate the Pump Station area in order to provide an erosion resistant, reasonably natural appearing result.

5. Indemnification. The Parties hereby agree to defend, hold harmless, and indemnify the other party, their successors, and assigns from any claim of liability (including reasonable attorney fees and costs) or any other claim arising out of each party's respective use or their employees', agents', contractors', heirs', successors', and assigns' use of the Access Easement Area.

6. No Public Dedication. The easements, rights, and privileges provided for in this Access Easement shall be for the private use of the persons and entities described herein. Such easements, rights, and privileges are not intended to create, nor shall they be construed as creating, any rights in and for the benefit of the general public.

7. Assignment; Binding Effect. This Easement shall be a covenant running with the land and shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Easement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

9. Amendment. This Easement may be amended only by written instrument executed by both Parties.

10. Term. This Easement shall remain in full force and effect until the City decommissions the Pump Station, in compliance with Section 4. Following Decommissioning this Access Easement and City's responsibilities relating to the subject property shall terminate.

11. Notices. Any notice required or permitted under this Easement shall be in writing and shall be given as follows: (a) notice may be given by certified mail, return receipt requested, addressed to the addressee at the address set forth below or at such other address as one party may indicate by written notice to the other party, and shall be effective forty-eight (48) hours after having been deposited in the United States mail; (b) notice may be given by personal delivery, and shall be effective upon the date of delivery; and (c) notice may be given by email transmission to the email address set forth below, or at such other email address as one party may indicate by written notice to the other party, and shall be effective if and when the addressee acknowledges by return email that the addressee has received the emailed notice. For a notice to be effective by email, it must include this statement in the subject or reference line: "THIS IS A FORMAL NOTICE GIVEN IN ACCORDANCE WITH THE ACCESS EASEMENT AGREEMENT." Notices shall be sent to the parties at the following addresses:

Grantor:	Contour Ventures, LLC Attn: Jeff Wriston 15700 NW 31 st Court Vancouver, WA 98685 Jeffwriston@gmail.com
With a copy to:	Jordan Ramis PC Attn: James Howsley 1499 SE Tech Center Place, Ste. 380 Vancouver, WA 98683 Jamie.howsley@jordanramis.com
City:	Mitch Kneipp, Community Development Director City of Washougal City Hall 1701 C Street Washougal, WA 98671 mitch.kneipp@cityofwashougal.us
With a copy to:	Kenneth B. Woodrich PC City Attorney 3205 F Street Vancouver, WA 98663 ken@woodrich.com

12. Governing Law; Venue. This Easement shall be governed by the laws of the State of Washington. Venue for any action relating to this Easement shall be in the State of Washington courts in Clark County, Washington

13. Fees. In the event of any litigation or other proceeding brought to enforce or interpret this Easement, the prevailing party shall be entitled to its reasonable costs, disbursements, and attorney fees, together with all expenses that it may reasonably incur in

taking such action, including, but not limited to, costs incurred in searching records, expert witness and consulting fees, discovery depositions, whether or not introduced into evidence in the trial, hearing or other proceeding, and travel expenses in any arbitration, trial or other proceeding, including any proceeding brought to enforce an award to judgment and any and all appeals taken therefrom.

14. Severability. If any of the foregoing provisions is held to be unenforceable, the remaining provisions shall continue in full force and effect.

15. Counterparts. This Easement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

(Signatures and Acknowledgements Follow on Next Page)

Contour Ventures, LLC

Date: _____

By: _____

State of Washington)
) 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 and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC FOR Washington
My Commission Expires: _____

City of Washougal

Date: _____

By: _____

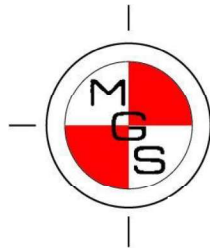
State of Washington)
) ss.
County of _____)

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 and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC FOR Washington
My Commission Expires: _____

EXHIBIT A—GRANTOR’S PROPERTY



MINISTER-GLAESER SURVEYING INC.

*Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX
Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX*

November 4, 2019

PERIMETER DESCRIPTION FOR NORTHSIDE P.U.D. PHASE 1

A parcel of land in a portion of the Hiram Strong Donation Land Claim and the Martin Barber Donation Land Claim in a portion of the Northeast quarter of Section 1, Township 1 North, Range 3 East and the Northwest quarter of Section 6 of Township 1 North, Range 4 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at the Northeast corner of said Strong Donation Land Claim;

Thence North $88^{\circ}51'28''$ West, along the North line of said Strong Donation Land Claim, 854.77 feet;

Thence South $01^{\circ}08'32''$ West, 30.00 feet to the Southerly Right-of-Way line of SE 23RD Street said point being the TRUE POINT OF BEGINNING;

Thence South $00^{\circ}52'37''$ West, for a distance of 262.78 feet;

Thence North $89^{\circ}07'23''$ West, for a distance of 8.69 feet;

Thence South $00^{\circ}52'37''$ West, for a distance of 52.00 feet;

Thence South $00^{\circ}52'34''$ West, for a distance of 220.00 feet;

Thence South $00^{\circ}52'37''$ West, for a distance of 52.00 feet;

Thence South $89^{\circ}07'23''$ East, for a distance of 27.50 feet;

Thence South $00^{\circ}52'37''$ West, for a distance of 110.00 feet;

Thence South $89^{\circ}07'23''$ East, for a distance of 8.00 feet;

Thence South $00^{\circ}52'37''$ West, for a distance of 110.00 feet;

Thence North $89^{\circ}07'23''$ West, for a distance of 14.03 feet;

Thence South $00^{\circ}52'37''$ West, for a distance of 162.00 feet;

Thence North 89°07'23" West, for a distance of 38.83 feet;

Thence South 00°52'37" West, for a distance of 110.00 feet;

Thence North 89°07'23" West, for a distance of 16.36 feet;

Thence South 00°52'37" West, for a distance of 52.00 feet;

Thence South 00°48'05" West, for a distance of 112.98 feet;

Thence South 07°15'51" East, for a distance of 154.72 feet;

Thence South 23°10'49" East, for a distance of 150.70 feet;

Thence South 31°27'30" East, for a distance of 158.03 feet;

Thence South 37°36'15" East, for a distance of 62.00 feet;

Thence North 52°23'45" East, for a distance of 81.92 feet;

Thence along the arc of a tangent 35.00 foot radius curve to the right, the long chord of which bears South 82°41'35" East, with a chord distance of 49.42 feet through a central angle of 89°49'19", for an arc distance of 54.87 feet;

Thence South 37°46'56" East, for a distance of 69.03 feet;

Thence along the arc of a tangent 25.00 foot radius curve to the right, the long chord of which bears South 08°26'11" East, with a chord distance of 24.50 feet through a central angle of 58°41'28", for an arc distance of 25.61 feet;

Thence South 37°36'15" East, for a distance of 55.68 feet;

Thence South 52°23'45" West, for a distance of 86.49 feet;

Thence South 37°36'15" East, for a distance of 133.20 feet;

Thence South 33°06'12" East, for a distance of 87.38 feet;

Thence South 19°56'24" East, for a distance of 79.16 feet;

Thence South 11°20'25" East, for a distance of 82.34 feet;

Thence South 01°47'40" East, for a distance of 89.08 feet;

Thence South 26°37'33" West, for a distance of 93.99 feet;

Thence South 31°56'33" West, for a distance of 80.55 feet;

Thence South 33°19'34" West, for a distance of 210.60 feet;

Thence South 88°00'26" East, for a distance of 120.21 feet;

Thence along the arc of a 324.14 foot non-tangent radius curve to the left, the long chord which bears South 17°06'54" West, 31.57 feet through a central angle of 05°34'57" for an arc distance of 31.58 feet, to the

South line of said Strong Donation Land Claim and the North line of "Lookout Ridge Phase 3" according to the plat thereof recorded in Book 311 of plats at Page 326 records of Clark County, Washington;

Thence South 88°01'09" East, along the South line of said Strong Donation Land Claim and the North line of said "Lookout Ridge Phase 3" for a distance of 454.59 feet to the Northeast corner thereof;

Thence South 87°59'51" East, along the South line of said Strong Donation Land Claim for a distance of 112.80 feet to the Southeast corner thereof;

Thence South 89°08'39" East, along the South line of said Barber Strong Donation Land Claim for a distance of 253.93 feet to the Southeast corner of that certain parcel of land conveyed to DeBoever by deed recorded under Auditors File no 4330770 records of Clark County, Washington;

Thence North 02°01'10" East, along the East line of said DeBoever for a distance of 400.09 feet to the Southeast corner of that certain parcel of land Conveyed to Edward Zimmer by deed recorded under Auditors File NO. 8002040045 records of Clark County, Washington;

Thence North 89°08'29" West, along the South line of said Zimmer parcel for a distance of 480.09 feet to the Southwest corner thereof;

Thence North 01°06'26" East, along the West line of said Zimmer parcel and the West line of that certain parcel of land conveyed to Edward Zimmer by deed recorded under Auditors File NO. 7812290037 records of Clark County, Washington for a distance of 809.49 feet to the Northwest corner thereof;

Thence South 89°08'28" East, along said second mentioned Zimmer parcel for a distance of 1.82 feet;

Thence North 24°13'14" West, for a distance of 66.27 feet;

Thence North 65°46'46" East, 2.06 feet;

Thence along the arc of a tangent 520.00 foot radius curve to the right, the long chord of which bears North 68°55'25" East, with a chord distance of 57.04 feet through a central angle of 06°17'17", for an arc distance of 57.07 feet;

Thence North 07°06'32" West, for a distance of 244.07 feet;

Thence North 24°28'41" East, for a distance of 29.89 feet;

Thence North 09°20'56" East, for a distance of 60.54 feet;

Thence North 02°56'48" East, for a distance of 26.74 feet;

Thence North 07°23'07" West, for a distance of 27.68 feet to the centerline of an existing creek;

Thence along the Centerline of said existing creek the following courses and distances:

Thence North 26°40'37" East, for a distance of 48.68 feet;

Thence North 12°25'33" West, for a distance of 49.37 feet;

Thence North 03°45'05" East, for a distance of 54.49 feet;

Thence North 33°49'01" West, for a distance of 36.69 feet;

Thence North 00°01'52" West, for a distance of 59.14 feet;
Thence North 03°03'22" East, for a distance of 48.30 feet;
Thence North 17°17'38" East, for a distance of 17.02 feet;
Thence North 22°44'27" East, for a distance of 29.44 feet;
Thence North 14°41'34" West, for a distance of 34.32feet;
Thence North 14°23'53" East, for a distance of 25.92 feet;
Thence North 04°33'19" East, for a distance of 21.91 feet;
Thence North 01°16'05" West, for a distance of 34.30 feet;
Thence North 03°53'09" West, for a distance of 31.11 feet;
Thence North 52°20'53" East, for a distance of 23.39 feet;
Thence North 47°21'19" East, for a distance of 28.51 feet;
Thence North 35°04'34" East, for a distance of 19.83 feet;
Thence North 24°21'05" West, for a distance of 25.46 feet;
Thence North 08°36'11" West, for a distance of 48.15 feet;
Thence North 02°11'09" West, for a distance of 72.03 feet;
Thence North 14°27'31" West, for a distance of 72.00 feet;
Thence North 35°23'19" West, for a distance of 41.14 feet;
Thence North 30°58'19" West, for a distance of 40.53 feet;
Thence North 17°25'50" West, for a distance of 25.67 feet;
Thence North 48°04'58" West, for a distance of 24.06 feet;
Thence North 06°52'26" West, for a distance of 13.72 feet;
Thence North 42°50'23" West, for a distance of 41.87 feet;
Thence North 53°33'29" West, for a distance of 37.14 feet;
Thence North 47°51'18" West, for a distance of 8.56 feet;
Thence North 36°22'50" West, for a distance of 12.48 feet;
Thence North 31°13'45" West, for a distance of 29.38 feet;
Thence North 67°20'27" West, for a distance of 13.11 feet;

Thence North 46°13'30" West, for a distance of 12.31 feet to said Southerly Right-of-way line;

Thence North 88°51'28" West, along said Southerly Right-of-way line 490.39 feet to the TRUE POINT OF BEGINNING;

Subject to easement for transmission line as conveyed per Auditors File NO. G44675 and E67007 records of Clark County, Washington.

Containing 34.523 acres more or less.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

EXHIBIT B—ACCESS EASEMENT

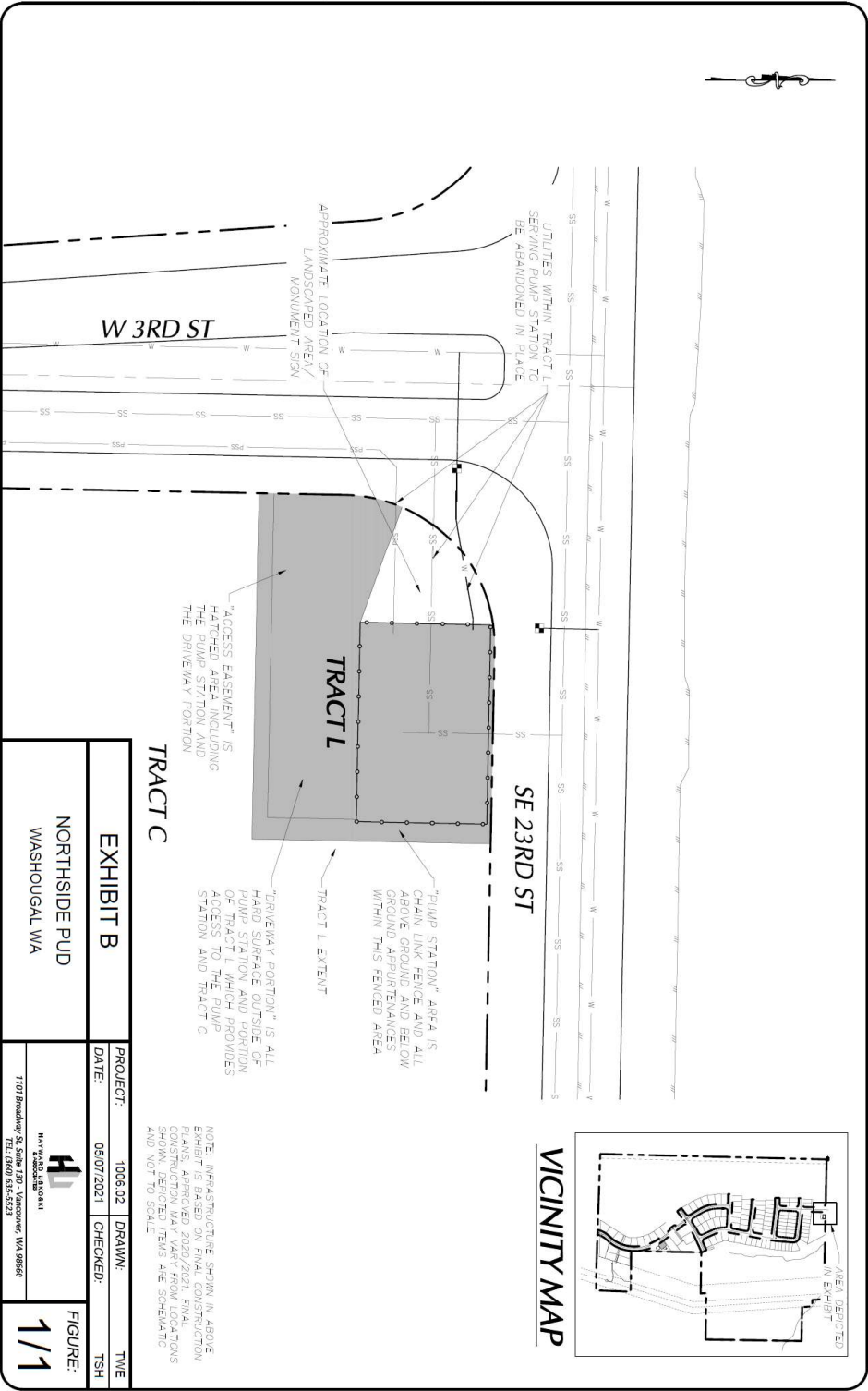
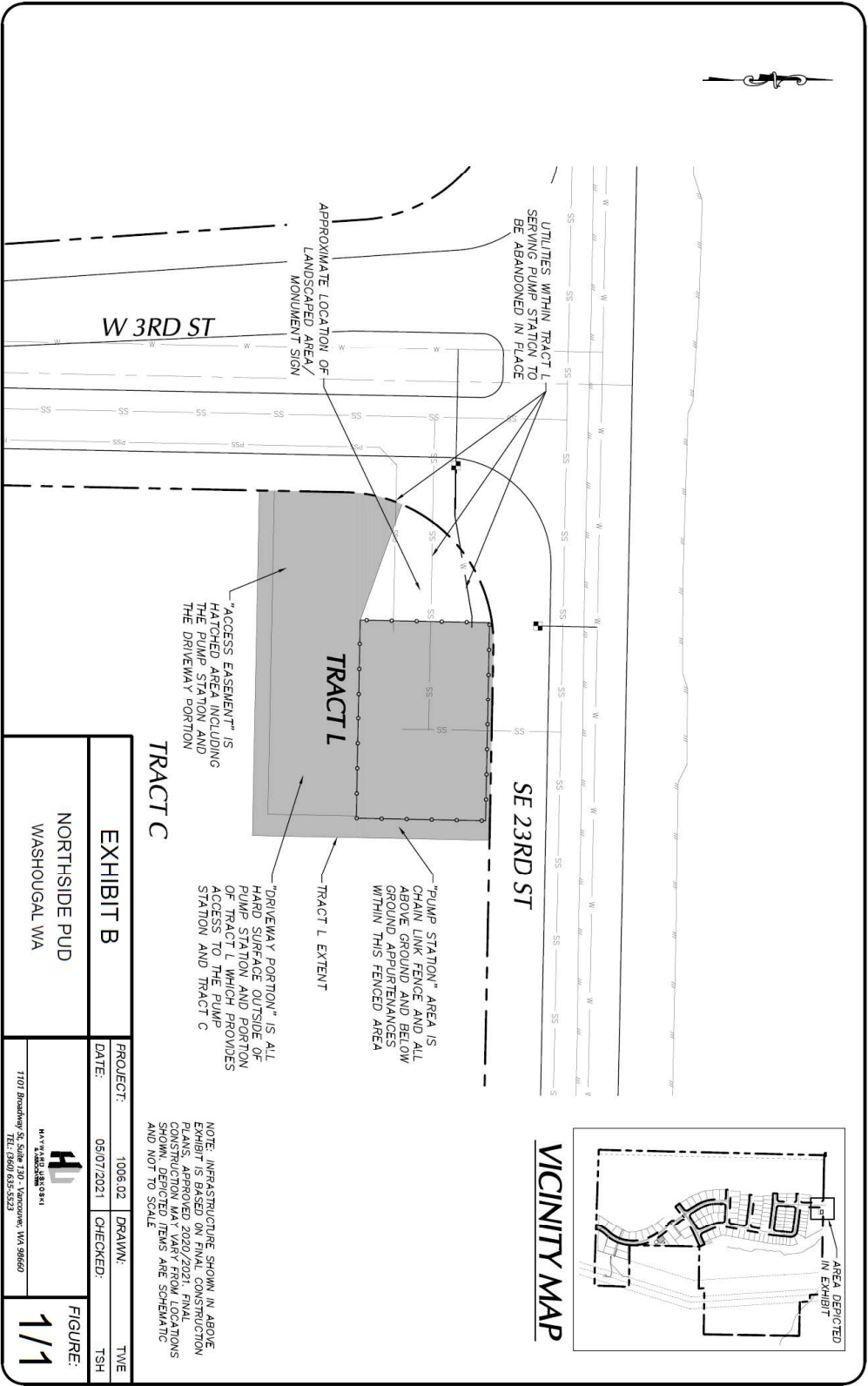


EXHIBIT B—ACCESS EASEMENT



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

FOR AGENDA OF:

7/26/2021

SUBJECT:

Lodging Tax Advisory Committee Appointments

DEPT. OF ORIGIN:

Finance

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

▢ **LTAC Member List.pdf**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Lodging Tax Advisory Committee

<https://www.codepublishing.com/WA/Washougal/#!/Washougal03/Washougal0376.html#3.76.070>

Appointing authority: Council as prescribed by RCW 67.28.1817

Terms: Indefinite

Seat	Name	Role/Representation	Voting/Non-Voting	Phone	Email
1	Chuck Carpenter	Lodging Tax Activity	Voting	503-708-2242	washougalchuck@gmail.com
2	Jennifer Senecu	Lodging Tax Activity	Voting	360-834-2472	adminassistant@cwchamber.com
3	Alex Yost	Councilmember	Voting		alex.yost@cityofwashougal.us
4	Bobbie Surritt	Business	Voting		bobbie.surritt@hotmail.com
5	Taylor Cusack	Business	Voting	360-835-9292	bwparkersville@gmail.com
		Councilmember	Non-Voting		
	Molly Coston	At-Large	Non-Voting		molly.coston@cityofwashougal.us
Staff					
	Rene Carroll	Consultant	Non-Voting	360-607-5990	rcarroll9193@gmail.com
	Rose Jewell	City Manager's Office	Non-Voting	360-835-8501 x101	rose.jewell@cityofwashougal.us
	Michele Loftus	City / Communications	Non-Voting	360-835-8501 x510	michele.loftus@cityofwashougal.us
	Monie Holmes	City / Finance	Non-Voting	360-835-8501 x505	Monie.Holmes@cityofwashougal.us

retiring as
of 8-1-2021

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

FOR AGENDA OF:

7/26/2021

SUBJECT:

DEPT. OF ORIGIN:

Finance

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

ATTACHMENTS:

▯ **2021 2nd Quarter Update**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

2021 2nd Quarter Review

7/26/2021 | Presented by Jen Forsberg



City of Washougal

Agenda

- 2021 Financial Summary



2021 Revenues – General & Street Funds

2021 2nd quarter revenues are at 67.5% of the budget (52.2% without the ARPA funds)

- Overall revenue is up 53.3% from 2020 (18.5% without the ARPA funds)



2021 Revenues - General & Street Funds

<u>Revenue Source</u>	2Q 2021 Actual	2021 Budget	2Q % of Budget	2020 Actual	2Q 2021 v 2Q 2020
Regular Property Taxes	\$ 3,280,711	\$ 5,833,158	56.2%	\$ 3,055,362	7.4%
Retail Sales Taxes/Criminal Justice	\$ 1,380,223	\$ 2,414,000	57.2%	\$ 1,106,955	24.7%
Utility Taxes	\$ 1,399,905	\$ 2,918,715	48.0%	\$ 1,318,617	6.2%
Leasehold/Gambling Taxes & TBD	\$ 214,974	\$ 421,800	51.0%	\$ 205,871	4.4%
Licenses and Permits	\$ 402,310	\$ 397,200	101.3%	\$ 197,042	104.2%
State and Federal Grants	\$ 2,266,938	\$ 37,750	6005.1%	\$ 10,298	21913.4%
State Shared Revenues/Entitlements	\$ 367,495	\$ 822,770	44.7%	\$ 325,720	12.8%
Animal Control Fees	\$ 59,397	\$ 133,075	44.6%	\$ 52,026	14.2%
General Government Charges	\$ 124,090	\$ 302,734	41.0%	\$ 108,293	14.6%
Sub Division/Zoning/Planning Fees	\$ 380,618	\$ 189,560	200.8%	\$ 24,991	1423.0%
Indirect Cost Recovery	\$ -	\$ 1,121,780	0.0%	\$ -	0.0%
Interest and Rents	\$ 32,547	\$ 83,150	39.1%	\$ 58,343	-44.2%
Other Revenue Sources (Transfers)	\$ -	\$ -	0.0%	\$ -	0.0%
Total	\$ 9,909,209	\$ 14,675,692	67.5%	\$ 6,463,518	53.3%



2021 Expenses – General & Street Funds

2021 2nd quarter expenses are at 44.9% of the budget

- This is up 7.3% from 2020
 - Community Development is high due to an accounting change required by the state auditor's with the school impact fees that we collect - that is the change between 2020 and 2021 and why the department is at 71% of its budget.



2021 Expenses – General & Street Funds

<u>Department</u>	2Q 2021 Actual	2021 Budget	2Q % of Budget	2020 Actual	2Q 2021 v 2Q 2020
Council	\$ 47,915	\$ 106,306	45.1%	\$ 57,979	-17.4%
Judicial	\$ 208,606	\$ 510,500	40.9%	\$ 276,946	-24.7%
City Manager's Officer	\$ 201,373	\$ 531,580	37.9%	\$ 235,027	-14.3%
Human Resources	\$ 93,055	\$ 190,032	49.0%	\$ 80,036	16.3%
Finance	\$ 550,013	\$ 1,134,280	48.5%	\$ 579,864	-5.1%
Economic Development	\$ 5,000	\$ 55,000	9.1%	\$ 5,000	0.0%
Legal	\$ 6,272	\$ 20,000	31.4%	\$ 4,854	29.2%
General Government Services	\$ 269,496	\$ 1,105,050	24.4%	\$ 346,140	-22.1%
Police	\$ 1,736,512	\$ 3,689,794	47.1%	\$ 1,579,069	10.0%
Fire	\$ 1,681,759	\$ 3,716,426	45.3%	\$ 1,522,099	10.5%
Intergovernment Services	\$ 12,229	\$ 17,000	71.9%	\$ 11,865	3.1%
Community Development/Planning	\$ 767,376	\$ 1,080,445	71.0%	\$ 463,889	65.4%
Engineering	\$ 67,389	\$ 163,704	41.2%	\$ 85,868	-21.5%
Animal Control	\$ 111,153	\$ 251,150	44.3%	\$ 106,587	4.3%
Parks	\$ 231,326	\$ 552,833	41.8%	\$ 238,009	-2.8%
City Building Maintenance	\$ 228,292	\$ 473,950	48.2%	\$ 216,608	5.4%
Street Maintenance	\$ 370,187	\$ 1,073,783	34.5%	\$ 327,798	12.9%
Total	\$ 6,587,953	\$ 14,671,833	44.9%	\$ 6,137,638	7.3%



2021 Revenue – Utility Funds

2021 2nd quarter revenues:

- Water/sewer revenues are at 51% of the budget
- Stormwater revenues are at 55.7% of the budget



2021 Expenses – Utility Funds

2021 2nd quarter expenses:

- Water/sewer expenses are at 21.3% of the budgeted amounts
- Stormwater expenses are at 31% of the budgeted amounts



2021 Revenues and Expenses – Utility Funds

<u>Water/Sewer Utility</u>	<u>2Q 2021</u>	<u>2021 Budget</u>	<u>2Q % of Budget</u>	<u>2020 Actual</u>
Revenues				
Water Sales	\$ 1,627,946	\$ 4,038,252	40.3%	\$ 1,530,958
Sewer Sales	\$ 2,785,403	\$ 4,758,864	58.5%	\$ 2,435,468
Other Revenues	\$ 115,361	\$ 80,800	142.8%	\$ 64,850
Total Revenue	\$ 4,528,710	\$ 8,877,916	51.0%	\$ 4,031,276
Total Expenses	\$ 2,937,233	\$ 13,792,348	21.3%	\$ 2,677,637
Total Net Revenue	\$ 1,591,477	\$ (4,914,432)		\$ 1,353,639
 <u>Storm Water Utility</u>	 <u>2Q 2021</u>	 <u>2021 Budget</u>	 <u>2Q % of Budget</u>	 <u>2020 Actual</u>
Revenues				
Storm Water Sales	\$ 806,274	\$ 1,437,350	56.1%	\$ 780,459
Storm Water Connection Fee	\$ 28,680	\$ 45,000	63.7%	\$ 9,560
Other Revenues	\$ 50,318	\$ 106,000	47.5%	\$ 100,144
Total Revenue	\$ 885,272	\$ 1,588,350	55.7%	\$ 890,163
Total Expenses	\$ 510,053	\$ 1,645,751	31.0%	\$ 540,676
Total Net Revenue	\$ 375,219	\$ (57,401)		\$ 349,487



2021 Revenue & Expenses – All Funds



2021 Revenues & Expenses – All Funds

Fund	Fund Description	2Q 2021			2021 Budget			2Q 2020		
		Rev	Exp	Surplus/ (Def.)	Rev	Exp	Surplus/ (Def.)	Rev	Exp	Surplus/ (Def.)
001/101	General & Street	\$ 9,909,209	\$ 6,587,953	\$ 3,321,256	\$14,675,692	\$14,671,833	\$ 3,859	\$ 6,463,518	\$ 6,137,639	\$ 325,879
003	Abatement Fund	\$ 2,816	\$ 1,636	\$ 1,180	\$ 1,200	\$ 19,500	\$ (18,300)	\$ 339	\$ 16,206	\$ (15,867)
103	Cemetery Fund	\$ 88,332	\$ 104,542	\$ (16,210)	\$ 203,150	\$ 223,150	\$ (20,000)	\$ 87,050	\$ 99,629	\$ (12,579)
104	REET-1st 1/4%	\$ 289,531	\$ 37,300	\$ 252,231	\$ 360,000	\$ 1,094,600	\$ (734,600)	\$ 170,607	\$ 41,425	\$ 129,182
105	Park Development Fund	\$ 115,211	\$ -	\$ 115,211	\$ 156,000	\$ 869,000	\$ (713,000)	\$ 40,187	\$ -	\$ 40,187
106	REET-2nd 1/4%	\$ 288,228	\$ 4,669	\$ 283,560	\$ 781,800	\$ 907,000	\$ (125,200)	\$ 164,480	\$ 29,552	\$ 134,928
108	Hotel Motel Tax	\$ 35,083	\$ 13,052	\$ 22,031	\$ 61,400	\$ 60,000	\$ 1,400	\$ 29,306	\$ 15,958	\$ 13,348
110	Transportation Development	\$ 219,401	\$ -	\$ 219,401	\$ 262,000	\$ 1,550,000	\$ (1,288,000)	\$ 108,180	\$ 104,000	\$ 4,180
118	PEG Fees	\$ 57	\$ -	\$ 57	\$ 1,600	\$ 101,600	\$ (100,000)	\$ 609	\$ 3,000	\$ (2,391)
125	EMS Restrictd	\$ 29	\$ -	\$ 29	\$ -	\$ -	\$ -	\$ 316	\$ -	\$ 316
126	Fire Impact Fee Fund	\$ 25,383	\$ 7,000	\$ 18,383	\$ 30,500	\$ 14,000	\$ 16,500	\$ 12,663	\$ 22,208	\$ (9,545)
127	Affordable Housing Sales Tax Credit	\$ 8,655	\$ -	\$ 8,655	\$ 15,000	\$ 14,500	\$ 500	\$ -	\$ -	\$ -
141	Drug Seizure Fund	\$ 1,097	\$ 510	\$ 588	\$ 28,300	\$ 37,200	\$ (8,900)	\$ 1,554	\$ 5,138	\$ (3,584)



2021 Revenues & Expenses – All Funds

		2Q 2021			2021 Budget			2Q 2020		
Fund	Fund Description	Rev	Exp	Surplus/ (Def.)	Rev	Exp	Surplus/ (Def.)	Rev	Exp	Surplus/ (Def.)
212	UTGO Bond Redemption Fund	\$ 56,405	\$ 3,075	\$ 53,330	\$ 100,200	\$ 106,150	\$ (5,950)	\$ 56,543	\$ 4,650	\$ 51,893
215/315	Downtown Bond Debt Dund	\$ 37,300	\$ 37,300	\$ -	\$ 354,600	\$ 354,600	\$ -	\$ 41,427	\$ 41,425	\$ 2
350	Capital Projects Fund	\$ 247,451	\$ 314,550	\$ (67,099)	\$ 2,961,000	\$ 2,997,000	\$ (36,000)	\$ 909,157	\$ 193,104	\$ 716,053
351	Facilities Capital Project	\$ -	\$ 405,767	\$ (405,767)	\$ 999,000	\$ 999,000	\$ -	\$ 206,294	\$ 279,834	\$ (73,540)
353	Transportation Capital Fund	\$ 729,827	\$ 834,236	\$ (104,410)	\$ 3,789,520	\$ 3,955,335	\$ (165,815)	\$ 326,337	\$ 432,588	\$ (106,251)
355	Art Project Fund	\$ -	\$ -	\$ -	\$ 5,000	\$ 9,000	\$ (4,000)	\$ 5,000	\$ 718	\$ 4,282



2021 Revenues & Expenses – All Funds

Fund	Fund Description	2Q 2021			2021 Budget			2Q 2020		
		Rev	Exp	Surplus/ (Def.)	Rev	Exp	Surplus/ (Def.)	Rev	Exp	Surplus/ (Def.)
401	Water/Sewer Fund	\$ 4,528,710	\$ 2,937,233	\$ 1,591,477	\$ 8,877,916	\$13,792,348	\$ (4,914,432)	\$ 4,031,277	\$ 2,677,637	\$ 1,353,640
403	Stormwater Utility Fund	\$ 885,272	\$ 510,053	\$ 375,219	\$ 1,588,350	\$ 1,645,751	\$ (57,401)	\$ 890,163	\$ 540,676	\$ 349,487
406	Water/Sewer Construction Res.	\$ 745,340	\$ 90,751	\$ 654,589	\$ 3,674,029	\$ 3,666,737	\$ 7,292	\$ 285,969	\$ 26,386	\$ 259,583
408	Water/Sewer Bond Redemption	\$ -	\$ -	\$ -	\$ 3,443	\$ 3,443	\$ -	\$ -	\$ -	\$ -
410	PWTF Loan Redemption	\$ 301,662	\$ 301,662	\$ -	\$ 301,663	\$ 301,662	\$ 1	\$ 303,472	\$ 303,472	\$ -
412	Water/Sewer Bond Redemption	\$ 1	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ 8	\$ -	\$ 8
413	Water/Sewer/Storm Bond	\$ 447,536	\$ 1,534,680	\$ (1,087,144)	\$ 7,279,738	\$ 9,906,982	\$ (2,627,244)	\$ 939,971	\$ 1,000,194	\$ (60,223)
414	Water/Sewer/Storm Bond Res.	\$ 48	\$ -	\$ 48	\$ 1,800	\$ -	\$ 1,800	\$ 513	\$ -	\$ 513



2021 Revenues & Expenses – All Funds

Fund	Fund Description	2Q 2021			2021 Budget			2Q 2020		
		Rev	Exp	Surplus/ (Def.)	Rev	Exp	Surplus/ (Def.)	Rev	Exp	Surplus/ (Def.)
510	Employment Security Reserve	\$ 57	\$ 16,431	\$ (16,373)	\$ 3,000	\$ 30,450	\$ (27,450)	\$ 741	\$ 6,971	\$ (6,230)
520	ER&R - Rolling Stock	\$ 72,772	\$ 42,209	\$ 30,563	\$ 62,400	\$ 55,000	\$ 7,400	\$ 94	\$ 34,369	\$ (34,275)
521	ER&R - IT FUND	\$ 50,000	\$ 3,181	\$ 46,819	\$ 50,100	\$ 50,000	\$ 100	\$ 14	\$ 2,024	\$ (2,010)
604	Cemetery Perpetual Care Fund	\$ -	\$ -	\$ -	\$ 9,802	\$ -	\$ 9,802	\$ 3,978	\$ -	\$ 3,978
610	Downtown Bond Guarantee Fund	\$ (477)	\$ -	\$ (477)	\$ 6,000	\$ -	\$ 6,000	\$ 5,837	\$ -	\$ 5,837
631	Agency Fund - Low Income	\$ 2	\$ -	\$ 2	\$ 10,300	\$ 14,000	\$ (3,700)	\$ 207	\$ -	\$ 207
	Total All Funds	\$19,084,938	\$13,787,789	\$ 5,297,149	\$46,654,503	\$57,449,841	\$ (10,795,338)	\$15,085,811	\$12,018,803	\$ 3,067,008



LGIP - Investment Update

January	February	March
2,727.86	2,380.64	1,793.75
0.1395%	0.1347%	0.1133%
April	May	June
1,260.39	975.89	930.82
0.1020%	0.0764%	0.0753%
July	August	September
-	-	-
0.0000%	0.0000%	0.0000%
October	November	December
-	-	-
0.0000%	0.0000%	0.0000%
Total LGIP Interest YTD 10,069.35		



Bond - Investment Update

Purchasing Fund	Rate	Maturity Date	Amount Paid	Maturity Value	Over the Life of the Bond Expected Interest
Water/Sewer	1.450%	9/10/2021	1,632,108.45	1,605,000.00	76,236.00
Water/Sewer/Storm/Downtown Bond Fund	0.660%	3/17/2025	2,003,148.00	2,000,000.00	56,000.00
Water/Sewer/Storm	0.430%	6/10/2024	1,997,436.00	2,000,000.00	18,000.00
Water/Sewer 401 and 406	0.310%	7/2/2024	2,094,082.00	2,000,000.00	105,000.00
Water/Sewer/TIF/REET	0.230%	2/5/2024	2,130,142.00	2,000,000.00	150,000.00
General Fund/Downtown Bond Fund	0.850%	1/28/2026	1,978,500.00	2,000,000.00	62,500.00
General Fund	0.460%	2/24/2026	1,001,940.00	1,000,000.00	25,000.00
Water/Sewer	0.260%	2/10/2025	1,002,374.00	1,000,000.00	12,800.00
General Fund	0.260%	2/10/2025	501,187.00	500,000.00	6,400.00
Water/Sewer/General Fund	0.460%	2/24/2026	500,970.00	500,000.00	12,500.00

14,841,887.45	14,605,000.00	524,436.00
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Earnings Received to Date:

General Fund	\$ -
Other Funds	\$ -
W/S and SW Bond Funds	\$ 19,059.00
Total Earnings	\$ 19,059.00



Questions

Thank You!



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

FOR AGENDA OF:

SUBJECT:

DEPT. OF ORIGIN:

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

ATTACHMENTS:

▢ 2021 Budget Amendment #2

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

2021 Budget Amendment #2

07/26/2021



City of Washougal

2021 Supplemental Budget #2



2021 Supplemental Budget #2 Recommendation:

- Add \$2,248,118 in ARPA revenues
- Appropriate Staff recommended expenditures in the amount of \$143K



ARPA – State and Local Assistance

- State and Local Fiscal Recovery Funds - \$350B
- Expected Washougal Allocation - \$4,496,236 (based on first payment received)
- Provided to the State which will distribute to cities in two equal installments
- First-half in summer 2021, Second-half in summer 2022 (\$2,248,118 each)
- Funds must be obligated by 12/31/2024 (performance by 12/31/2026)
- Limitations on use (more flexible than CARES)



ARPA: State and Local Fiscal Recovery Funds

Purpose and Allowable Use

- “The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.”
- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs
- Support immediate economic stabilization for households and businesses
- Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic



ARPA: Purpose and Allowable Use

- <https://home.treasury.gov/system/files/136/SLFRP-Quick-Reference-Guide-FINAL-508a.pdf>



ARPA: State and Local Fiscal Recovery Funds Washougal Considerations – Staff Ideas

➤ Ensure facilities ready for public/staff long-term:\$143K

☐ Low or no contact services and adequate space

- ✓ Keyless entry hardware at City Hall and Permit Center
- ✓ Support “paperless” plan review
- ✓ Permit Center mail/plan slot/drop-box
- ✓ Permit Center service counter expansion
- ✓ Permit Center public conference room

☐ Public Sanitary Facilities

- ✓ Repair/re-hab public restrooms so there are open for public health



	Revenues	Expenses
General Fund - 001		
	-	-
Increase to Revenues - ARPA	2,248,118.00	
Increase to Facility Capital Transfer Expenses - Keyless entry to public facilities		35,000.00
Increase to Parks Capital Transfer Expenses - Park Restroom Repair and Replacement		25,000.00
Increase to Facility Capital Transfer Expenses - Permit Center public area upgrades		83,000.00
TOTAL CHANGES TO GENERAL FUND 001	2,248,118.00	143,000.00
Parks Capital Project Fund - 350		
	-	-
Increase to Revenues - Transfer In	25,000.00	
Increase to Expenses - Park Restroom repairs and replacement		25,000.00
TOTAL CHANGES TO PARKS CAPITAL PROJECT FUND 350	25,000.00	25,000.00
Facilities Capital Project Fund - 351		
	-	-
Increase to Revenues - Transfer In	118,000.00	
Increase to Expenses - Keyless entry		35,000.00
Increase to Expenses - Permit Center public area upgrades		83,000.00
		-
TOTAL CHANGES TO FACILITES CAPITAL PROJECTS FUND 351	118,000.00	118,000.00



Next Steps

- The budget ordinance for the staff recommendations will be under new business tonight
- The remaining funds can be appropriated at a later date



Questions



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

FOR AGENDA OF:

7/26/2021

SUBJECT:

DEPT. OF ORIGIN:

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

ATTACHMENTS:

▢ Council Goals

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

2021 Council Goals

07/26/2021



City of Washougal

Draft 2021-2022 Council Goals

Washougal City Council 2021-2022 Goals

☐ Strategic Planning

- [Initiate Update to Strategic Plan](#)
- [Initiate General Facilities Plan Development](#)
- [Pursue Federal and State Funding Opportunities for Capital Projects](#)

☐ Public Safety

- Fire Partnership
(~~incl. Master Plan and Impact Fees~~ [complete Partnership Analysis and Path Forward](#))
- ~~Pursue-Finalize~~ [WASPC Accreditation and Police Program Evaluation](#)

☐ Transportation

- ~~Enhance~~ [Pavement Management](#)
- 32nd Street Railroad Underpass
(~~complete 30% design,~~ [pursue funding for design and construction](#))
- Sidewalks (identify projects, pursue funding)
- [Complete](#) Update [to](#) Transportation Improvement Plan

☐ Parks, Recreation and Trails

- [Complete](#) Schmid Fields Enhancements
- ~~Complete Waterfront Trail~~
- ~~Downtown Park~~
- [Complete](#) Update [to](#) Parks Plan

☐ Land Use and Economic Development

- ~~Economic Development 2.0~~
- [Urban Forestry](#)
- [Prepare for GMA Update and Towncenter Planning](#)
- Explore new Tax Increment ~~Financing Tool~~

☐ Community

- Community Aesthetics ([including enhanced code compliance](#)) - [Implement new program](#)
- ~~Enhance Code Compliance~~
- ~~Finalize and Implement Community Engagement Plan~~ [Public Information/Involvement](#)



Questions

