CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP AGENDA
Monday, March 8, 2021
5:00 PM

89954219879MEETING INFORMATION
Please click the link below to join the webinar:
https://us02web.zoom.us/j/89954219879

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. NEW BUSINESS

- **A. Development Agreement: The Waterfront at Parker's Landing**
- **B. Police: Ordinance amending WMC 3.88.010 Fingerprint Charges and referencing a Fee Resolution 1195**
- **C. Finance: 2020 Year End Update**

V. PUBLIC COMMENTS

VI. REPORTS AND COMMUNICATIONS

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

VII. ADJOURNMENT

UPCOMING MEETINGS: Monday, March 22, 2021 - Workshop at 5:00 pm and Council at 7:00 pm

BUSINESS OF THE CITY COUNCIL

City of Washougal, Washington

FOR AGENDA OF:
2/22/2021

SUBJECT:

89954219879MEETING INFORMATION

Please click the link below to join the webinar:
https://us02web.zoom.us/j/89954219879

DEPT. OF ORIGIN:
Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

EXPENDITURE REQUIRED: **BUDGETED:** **APPROPRIATION REQUIRED:**

SUMMARY STATEMENT

RECOMMENDED ACTION

Workshop Item

BUSINESS OF THE CITY COUNCIL

City of Washougal, Washington

FOR AGENDA OF:
3/8/2021

SUBJECT:
Development Agreement: The Waterfront at Parker's Landing

DEPT. OF ORIGIN:
Community Development

REVIEWED AT:
CD Council Committee: January 26, 2021
City Council Workshop: March 8, 2021

TO BE RETURNED TO COUNCIL:
Yes

ATTACHMENTS:

- **Development Agreement -The Waterfront at Parker's Landing**
- **Columbia River Arts & Cultural Foundation (CRACF) re Public Space Request.docx**

EXPENDITURE REQUIRED:	BUDGETED:	APPROPRIATION REQUIRED:
$0	$0	$0

SUMMARY STATEMENT

The Port of Camas/Washougal is seeking a Development Agreement for their Waterfront Master Plan to create a lively, walkable place with community gathering and character spaces, open spaces, and a mix of uses including commercial, retail, employment, residential, and other compatible uses.

There have been several development agreements on the subject property in the past and this development agreement modifies the terms of those past agreements as they pertain to the Port's property, except where this Development Agreement makes clear that past terms remain in effect.

The Port has spent considerable resources in acquiring the site, conducting environmental assessment and remediation of the site from its former lumber yard use, developing a waterfront park and nature play area, conducting planning, and other activities. The Port and its consultants also conducted extensive outreach from citizens of Washougal and Camas in order to generate input for the future of the site. This development agreement provides the framework, processes and standards for the development of the property in order to achieve the vision of the Port and their Waterfront Master Plan.

Public Notice:
Public notice for the development agreement was published in the paper and mailed to property owners within 500-feet on January 22, 2021.

SEPA Checklist:
A State Environmental Policy Act (SEPA) Determination of Nonsignificance (DNS) was issued on February 19, 2021.

Public Comment:
A comment letter has been submitted into the record (attached) from the Columbia River Arts & Cultural Foundation (CRACF). The Foundation is requesting that the Council, through the development agreement, require the Port to set aside 3-4 acres of land from the site for a "major public amenity".

RECOMMENDED ACTION

Set a Public Hearing for March 22, 2021, at 7:00pm, through approval of the Consent Agenda.

February 23, 2021 Version

DEVELOPMENT AGREEMENT

Grantors: Port of Camas-Washougal
Grantee: City of Washougal
Abbreviated Legal:
Assessor's Tax Parcel No(s).: 73139062; 73139042; 73139052; 73134179; 73134153; 71791000

Other Reference No(s).: AF #s 5019502; 5531755
Effective Date: ___________________, 2021

Parties: The Port of Camas-Washougal,
a municipal corporation
24 South A Street
Washougal, WA 98671
(hereinafter referred to as the **"Port")**

and

City of Washougal, WA,
a municipal corporation
1701 C Street
Washougal, WA 98671
(hereinafter referred to as "**City**")
(collectively "**Parties**")

EXHIBITS

Exhibit A. Port Property Legal Description
Exhibit B. The Property or Port Property Graphic Depiction
Exhibit C. Parkers Landing LLC Property ("PL Property")
Exhibit D. Waterfront Property Master Plan
Exhibit E. Public Streets A, 2, 3, 4 and Marina Way.
Exhibit F. Waterfront Development Standards
Exhibit G. City of Washougal Traffic Impact Fee BEF Program Technical Document
Exhibit H. Kittelson & Associates Traffic Impact Analysis for Parker's Landing (dated 3/28/2013)
Exhibit I. Summary of Pre Existing Trips, Vested Daily Trips, and Allocated Trips
Exhibit J. Relevant WMC Code sections

RECITALS

A. The Port of Camas Washougal owns certain real estate property as identified as Tax Parcel numbers 73139062; 73139042; 73139052; 73134179; 73134153; and 71791000 ("the **Property**") The Property is legally described in **Exhibit A** and depicted in **Exhibit B.**

B. The Port Property presents special circumstances requiring a flexible approach to site development through a Master Plan and overarching site planning. For the purpose of this Development Agreement ("**Development Agreement**" or "**Agreement**"), "**Site**" is defined to mean any plot or parcel of land or combination of contiguous lots or parcels of land. These special circumstances include the Property's role in providing public access to the Columbia River waterfront with uses that support and encourage recreation, water access, public gathering, dining, shopping, employment, residential, and other uses.

C. In the past, the Parties together and with other entities that are not parties to this Development Agreement have entered into various past agreements regarding development of the Property. The Clark County recording numbers for these past agreements are 4864422, 5019502, 5104756, 5531754, 5531755, and 5531769. This Development Agreement modifies the terms of those Past Agreements as they pertain to the Property, except where this Development Agreement makes clear that past terms remain in effect.

D. The Port has spent considerable resources in acquiring the Property, conducting environmental assessment and remediation of the Property from its former lumber yard use, developing a waterfront park and nature play area, conducting planning, and other activities.

E. The Port and its consultants conducted extensive outreach to citizens of the Cities of Washougal and Camas in order to generate citizen input for the future of the Property. Citizens submitted 890 surveys describing their vision. Following this outreach effort, the Port Commission adopted a vision for development of the Property in the Waterfront Vision (“**Vision**”) and Master Plan (“**Plan**” or “**Master Plan**.”) The Vision and Plan is to design and build a lively, walkable place with community gathering and character spaces, open spaces, and a mix of uses including commercial, retail, employment, residential, and other compatible uses. The design and function for the development will honor the natural beauty and history of the site and the community, as well as support the creation of a local and regional identity for the Cities of Washougal and Camas. The Master Plan approved by the Port is shown in **Exhibit D**. The Master Plan remains conceptual in nature and road alignments, public open space design, building design, and other aspects of the Plan may be modified as the Project is built out during the term of this Agreement.

F. The approved Master Plan serves as the guiding document for the Property’s development, which will occur in phases, over the next twenty (20) years.

G. Pursuant to RCW 36.70B.170(1) and Washougal Municipal Code (“WMC”) 18.94.160 (development agreements), the Parties are authorized to enter into a development agreement that sets forth provisions that apply to and govern the Property’s development and use.

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions.** Throughout this Agreement, the following defined terms shall have the meanings set forth below. It is noted that other terms have been defined in the Recitals above and others may be defined within this Agreement. Those defined terms shall have the meaning set forth therein.

   1.1. “**Developer**” means an organized business entity authorized by the Port to make Improvements on the Property that are consistent with the Master Plan.

   1.2. “**Improvements**" or "**Developer Improvements**” means all site improvements, buildings, structures, and fixtures now or hereafter placed or constructed in, under, upon or adjacent to a Parcel, including the to-be-constructed building as part of a Project including, but not limited to, all additions to or replacements thereof made from time to time, and all access ways, local roads, pedestrian areas, fences, paved areas, utility distribution facilities, lighting, signage and other infrastructure improvements to be built by Developer.

   1.3. "**Parcel**" means a specific parcel of real property within the Property on which a Project will be constructed.

   1.4. "**Project**" means the development and construction of Improvements on a Parcel or Parcels, including all related obligations.

2. **Recitals and Exhibits.** The recitals and exhibits attached hereto are hereby incorporated into this Agreement and shall be binding on the Parties as terms of this Development Agreement.

3. **Purposes.** The purposes of this Development Agreement are to:

   3.1. Acknowledge that the Master Plan for the Property (**Exhibit D**), approved by the Port Commission, governs the development of the Property.

3.2. Provide a framework for development of the Property that the City will use to permit development of the Property in whole or as a series of Projects or phases subject to WMC Chapter 18.88 Site Plan Approval, and to specify the Development Standards that will guide development of the Property, and modifications to the applicable WMC zoning regulations as set forth herein.

3.3. Establish processes and standards that will supersede past agreements upon the execution of this Development Agreement.

4. **Development Standards.** In 2019, the Port of Camas-Washougal—based on extensive public outreach and with its design consultants—prepared a Master Plan for the Property that provides for a mixed-use development.

4.1 The Development Standards for the Property are set forth in **Exhibit F**. In many cases, these Development Standards use the current zoning for the Property (Highway Commercial District (CH)) as a basis for defining standards. In other cases, the Development Standards use regulations developed for WMC Chapter 18.35: Town Center Districts, or other standards developed by the Port in consultation with the City. One Past Agreement (2013 Amended and Superseding Development Agreement, Clark County recording #5019502) included design standards that are superseded by this Development Agreement, as to agreements, obligations, binding terms, rights and responsibilities of, by and between the Port and City.

5. **Multifamily Tax Exemption Program ("MFTE Program").** The City acknowledges that the approved Master Plan contemplates the construction of multifamily housing development as Projects on the Property and that the Development Standards allow multifamily development. The Parties further acknowledge that the Port plans to authorize one or more Developers to build the Master Plan and that one or more Developers may build multifamily housing as a part of the Master Plan.

5.1. The Property is within the "waterfront commercial district" designated by WMC 3.58 MFTE Program as a residential target area. Developers may therefore apply for their multifamily housing Projects to receive the limited eight-year exemption from ad valorem property taxation provided by WMC 3.58 Multifamily Tax Exemption Program and as modified herein. The City agrees it shall accept MFTE Program applications from Developers of this Property during the full Term of this Agreement as defined in Section 18 of this Agreement, even if the term of this Agreement extends beyond the sunset date of the MFTE Program provided in WMC 3.58.080. At the time of a Developer's application for a tax exemption for a multifamily Project, the City shall process said application pursuant to the procedures and requirements of WMC 3.58 in effect as of the effective date of this Agreement, and as modified herein. With respect to such application and granting of such tax exemption, the City and Port agree:

5.1.1. The City shall not impose any additional discretionary requirements other than those requirements set forth under WMC 3.58 and as modified herein as of the effective date of this Agreement for multifamily housing development on the Property to qualify for the MFTE Program. Where the Development Standards of this Agreement conflict with the standards and guidelines set forth in WMC 3.58.060, the Development Standards shall control; provided however, the City reserves authority to impose new or different regulations to the extent required by a serious threat to public health and safety, as required by RCW 36.70B.170 (4).

5.1.2. Improvements that are amenities made available exclusively to residents of the multifamily housing development on the Property, including parking improvements, shall be improvements that qualify for the ad valorem property taxation under WMC 3.58.

5.2. **Application of the MFTE to the Port Property and PL Property.** The 2018 First Addendum to Amended and Superseding Development Agreement, a past agreement recorded as Clark County Auditor's No. 5531755, addressed the application of the MFTE Program to the Port Property and to an adjacent property owned by Parkers Landing, LLC ("**PL Property**", shown in **Exhibit C**). Agreement No. 5531755 provides that one-third of the Combined Property Area of the Port Property and PL Property must be reserved for commercial development ("**Combined Site Area**"). This is consistent with WMC 3.58.060(1)(g), which also provides that one-third of the site area of any Master Plan Mixed-Use Development within the waterfront commercial district must be set aside for commercial development. However, as to the Port and City, this Agreement supersedes the terms of Clark County Auditor's No. 5531755 pertaining to the MFTE Program, the Combined Site Area, and the one-third area set aside. The Port and City agree via this Agreement that one-third of the Combined Site Area must be reserved for commercial or Vertical Mixed-Use Development.

5.2.1. The Combined Site Area calculation shall be as follows: the Port Property is 21.08 acres; the PL Property 8.34 acres; therefore, the Combined Property Area is 29.42 acres. Therefore, one-third of the Combined Site Area, or 9.81 acres, must be reserved for commercial development or Vertical Mixed-Use Development. These 9.81 acres of commercial development or Vertical Mixed-Use Development must take place on the Port Property and be completed by the Port or its Developer(s)/agent(s).

5.2.2. For the purposes of this Amendment, Vertical Mixed-Use Projects shall include the buildings, parking areas, and other site areas (e.g., plazas, walkways, and landscaped areas) that a) include ground floor commercial space and b) for which residential dwelling units occupy less than 50% of net leasable area of the ground floor of the building. Where live-work units are proposed (i.e. units that are designed to provide direct, accessible entry from public or private rights of way and which are laid out to provide open, flexible areas of at least 250 leasable square feet at the ground floor level of the unit for commercial use immediately accessible from the unit entrance), such units shall be considered commercial space. Building entrances, lobbies, building core spaces (such as elevators, stairways, and mechanical systems), back-of-house spaces, and amenity areas for residences in Vertical Mixed-Use Projects shall not be considered residential dwelling units.

5.2.3. Commercial development shall include such Projects, including buildings, parking areas, and other site areas, necessary for retail, office, lodging, and other general commercial buildings. Parking areas that serve non-residential (e.g. commercial) uses, and which are subject to shared parking arrangements wherein parking spaces are reserved for residential tenants during regular non-business hours, shall also be considered commercial development.

5.2.4. Parkers Landing LLC's will manifest its agreement to the provisions of 5.2 and 5.2.1 through 5.2.3 herein above via a separate contemporaneous Agreement between the Port and Parkers Landing LLC.

5.3. Eligibility for the tax exemption is subject to review and approval by the City Community Development Director ("**Director**") of an application submitted pursuant to WMC 3.58.040(5) and (6) and a contract with the City approved by City Council as required by WMC 3.58.040(6)(a).

6. **Phased Development.** The Port and/or Developers will develop the Property in a number of Projects or phases. Developers will develop the Property in coordination with the Port. For each Project, Developers or Port will request that the City approve through a process consistent with WMC Chapter 18.88 in order to provide a flexible approach to development of the Property. Developers and the Port will be subject to the application and approval processes provided by WMC Chapter 18.88 Site Plan Approval, as modified herein. The Parties acknowledges that the combination of Parcels or creation of new Parcels, if desired, must follow the process for City approval as required by city ordinance, and that such Parcel combinations are not authorized solely via the City's entry into this Development Agreement.

7. **Transportation.** Transportation, trip generation, and Traffic Impact Fees for the Port Property are addressed in Section 5.6 of the Amended and Superseding Development Agreement dated September 23, 2013, recorded under Clark County Auditor File No. 5019502, between Parkers Landing LLC, the Port, and City which was amended by Section 4 of the First Addendum to Superseding Development Agreement under Clark County Recording No. 5531769, dated July 20, 2018 **("Superseding DA")**.

7.1. **Public Streets**

7.1.1. **Exhibit E** shows the Property and a series of streets labelled A, 2, 3, and 4 (on the Property) and Marina Way (adjacent to the Property to the north) that shall be "**Public Streets**." The City will use best efforts to place these proposed Public Streets on the City's Capital Facilities Plan (CFP). Pursuant to City of Washougal Code section 15.64.060, the City also finds that the proposed Public Streets would serve the goals and objectives of the capital facilities plan and the stated transportation policies of the City's Comprehensive Plan, regardless of whether the proposed Public Streets are actually placed on the CFP. In both instances, the Developer will be eligible for TIF credits pursuant to WMC 15.64.060 and the CFP as of the date of the Agreement. Should the majority of the buildings that are serviced by these Public Streets become publicly owned and non-property-tax-revenue generating for a period of more than one (1) year, the City will vacate the dedicated right-of-way and the streets will become private with full maintenance responsibilities to be performed by the Port.

7.1.2. Developer or the Port shall build the Public Streets A, 2, 3, and 4 on the Property consistent with the Development Standards in this Agreement, and the City agrees to accept dedication of the Public Streets for the City's long-term ownership and maintenance. In addition, the Port/Developer will be responsible for the long-term maintenance of the landscaping within the Public Streets A, 2, 3 and 4 on the Property.

The Port agrees to work with the City to develop a long-term maintenance agreement for these areas.

7.1.3. Public Street 3 shall be dedicated to the City for the City's long-term ownership and maintenance but shall not be receive TIF credits from the City.

7.1.4. Subsequent to the construction of Public Streets A, 2, and 4, the City's current South Second Street right-of-way south of Marina Way will no longer be necessary because of the new Public Streets. Therefore, within three (3) months of the construction and dedication of Public Streets A, 2, and 4 to the City, the City shall vacate its current South Second Street right-of-way south of Marina Way and deed same to the Port and this right-of-way shall become part of the Port Property.

7.1.5. In recognition that parking demand on the Property may be high, especially during peak times such as summers and weekends, and that parking demand management measures (e.g. time limits for on-street parking spaces on Public Streets) may therefore help to manage high demand and a fixed parking supply, the Parties agree to collaborate on preparing parking management plan or developing parking management approaches for on-street parking spaces on Public Streets.

7.2. **Marina Way Roundabout.** The City acknowledges that, as a component of the development of the Master Plan, the Port or Developer will likely need to modify access to the Property from the Marina Way Roundabout at South Second Street, and that this roundabout is controlled by the Washington State Department of Transportation (WSDOT). The City is supportive of this modification.

7.2.1. The realignment of South Second Street will likely require that a section of publicly owned right of way and stormwater detention area that is not owned by the Port and that is currently a part of South Second Street be vacated. The City agrees to process a road vacation to the benefit of the Port, at no cost to the Port, in recognition that a much greater area of land will be transferred to the City consistent with section 7.1 above, and that there would be no obvious City use for this vacated property following the realignment of South Second Street. The cost of reconstruction of South Second Street and the removal of the existing South Second Street shall be the responsibility of the Port/Developer.

7.3. **Private Streets.** The other streets shown on **Exhibit E** but not labelled as Streets A, 2, 3, and 4 may be privately-owned streets and/or rights of way.

7.4. **Trip Vesting and Reservations.** The 2013 Amended and Superseding Development Agreement (County Recording Document 5019502) at Paragraph 5.6 reserves certain vested and net new PM peak hour and Average Daily trips ("ADT") for the PL Property and the Port Property and is based on a Traffic Impact Analysis (TIA) attached as Exhibit C to that 2013 Amended and Superseding Development Agreement. The total number of vested and reserved net new PM peak hour and ADTs have not changed. However, in recognition that the land uses planned by the Port and Parkers Landing LLC have evolved, and that the land uses planned for the Port Property are expected to include a mix of commercial and residential uses, this Agreement revises Section 5.6 of the Amended and Superseding Development Agreement and section 4 of the 2018 First Addendum to the Amended and Superseding Development Agreement as follows:

7.4.1. The total trips reserved for the Port Property and PL Property are as follows: 15,519 Total Daily Trips which is unchanged from the 2013 Amended and Superseding Development Agreement, includes both Pre Existing Trips and Net New Trips, and is shown in Trip Generation Summary on Exhibit C (Clark County Auditor Recording page 36) of that 2013 Amended and Superseding Development Agreement, and as shown in Exhibit I.

7.4.2. Neither the Port nor Developer shall pay Transportation Impact Fees (TIF) for the 179 Pre Existing Trips allocated to the Property 2013 Amended and Superseding Development Agreement (County Recording Document 5019502).

7.4.3. Parkers Landing LLC is in the process of securing Site Plan Approval for the PL Property, which is anticipated to be a multifamily housing project. The Net New Daily Trips generated by this PL Property development will not be more than 2,068, and these trips will be deducted from the Total Daily Trips, as reflected in the First Amendment to the Site Development and Infrastructure Agreement and covenants Running with the Land between the Port and Parker's Landing, LLC

7.4.4. The remaining 13,451 daily trips shall be reserved for Port Property. Notwithstanding this trip reservation, Parkers Landing LLC and the Port may in the future agree to reallocate trips as allowed in the 2013 Amended and Superseding Development Agreement.

7.4.5. Nothing contained in this Section shall preclude the Port from seeking additional trips beyond those reserved in herein.

7.4.6. Parkers Landing LLC will manifest its agreement to the provisions of 7.4.1 through 7.4.5 herein above via the contemporaneously executed and recorded Amended and Restated Site Infrastructure Development Agreement between the Port and Parkers Landing LLC.

7.5. **Traffic Impact Fees.** Per the 2013 Amended and Superseding Development Agreement, TIF will be vested to the Port at the rate and calculated pursuant to the formula set forth in that Amended and Superseding Development Agreement This TIF rate is $229 per net new ADT. The TIF formula is as follows:

7.5.1. Total TIFs = $229 x net new average daily trips x BEF Reduction.
The BEF Reduction refers to the Business Enhancement Factor, pursuant to the City of Washougal Traffic Impact Fee Business Enhancement Factor Program Technical Document dated September 20, 2010, attached as Exhibit D to the 2013 Amended and Superseding Development Agreement.

8. **Public Utilities**: **Water, Sewer and Stormwater.** The City hereby reserves for Port's benefit and for the Property for the duration of this Agreement, the water, sewer, and stormwater systems development charges and other rates provided in WMC 3.91, 3.92, and 14.32 as of the date of this Agreement. The Parties agree to engage in future negotiations in order to determine the extent to which certain capital expenditures made by the Port, Developer, or Parkers Landing, LLC towards the design, permitting, and construction of the stormwater outfall that will serve the Property and other

areas shall be creditable against City TIF charges in recognition that the Port and Developer will not introduce additional stormwater impacts to the City's system.

9. **Park Impact Fees Credits**. In recognition that, during the course of construction of the Waterfront Master Plan, Port and/or Developer will continue to make investments to parks and open spaces that are in excess of those made by a typical developer, and consistent with WMC chapter 15.62, the City shall grant Park Impact Fee Credits to the respective entity (Port and/or Developer) which provides these significant investments, under the following conditions:
   9.1. The park improvements are either indicated in Exhibit D or approved as Park Impact Fee creditable by the City's Community Development Director or designee, in consultation with the City's Public Works Director or designee in advance of their construction. In particular, the series of park, plaza, boardwalk, and open space improvements shown in Exhibit D adjacent to or south of South Second Street shall be creditable; and,

   9.2. The park improvements are accessible and available to the general public during the same days and times as other, similar, nearby parks, particularly Washougal Waterfront Park.

10. **Vesting.** Unless otherwise stated in this Agreement, any amendments or additions made during the term of this Agreement to the City's zoning or development regulations, Comprehensive Plan policies, transportation concurrency regulations, SEPA regulations and substantive SEPA policies or other laws, ordinances, comprehensive plan policies or other policies governing land development which otherwise would be applicable to the Project shall not apply to or affect the conditions of the Project. This vesting provision shall be applicable, without limitation, to all land use applications, permits, uses and development of the Project that occur on the Property within the term of this Agreement. This vesting shall continue beyond the term of this Agreement as to any implementing land use application in process or granted by the City during the term of this Agreement, for the normal term of approval of any such application, permit, or approval.

11. **Election of Site Uses According to Subsequently Adopted Zoning Code, Development Regulations, and Impact Fee Formulas.** Notwithstanding anything herein to the contrary, the Port may, at any time during the term of this Development Agreement, elect to undertake land uses allowed by the Zoning Code, Development Regulations, and Impact Fee Formulas existing at the time of this Development Agreement or as amended during the duration of this Development Agreement. If the Port elects to retain its vested rights under this Development Agreement while seeking applicability of selected, subsequently-enacted Zoning Code, Development Regulations, and/or Impact Fee Formula provisions, the Port shall first seek and obtain a determination from the City's Community Development Director or designee in a Type I review that such mixing of regulatory requirements will not result in an incoherent or inconsistent blending of regulatory controls that would be contrary to the public interest.

12. **Severability**. If any provision of this Agreement or the application of the provisions herein to any person or circumstance, is determined by a court of law to be unenforceable or invalid, then the remainder of the Agreement or the application of the provisions herein to other persons or circumstances shall not be affected and shall remain in full force and effect. Further, as to those provisions held by a court of law to be unenforceable, the Parties shall confer and agree to

amend the Agreement to implement the mutual intent of the Parties to the maximum extent allowed by law.

13. **Controlling Law**. In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington will control, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, by any method authorized by Washington law.

14. **Headings.** The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit, or otherwise modify the terms and conditions of this Agreement.

15. **Attorneys' Fees.** Should it be necessary for any Party to this Agreement to initiate a legal proceeding against the other Party to adjudicate any issues arising hereunder, the Party that substantially prevails shall be entitled to recover from the other Party such sum as the court or arbitrator may adjudge reasonable attorneys' fees, costs, expenses, and disbursements (including the fees and expenses of expert and fact witnesses) reasonably incurred or made by the substantially prevailing Party in preparation to participate in mediation or arbitration, to bring suit, during suit, on appeal, on petition for review, and in enforcing any judgment or award, from the other Party or Parties.

16. **Default.** In the event either Party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other Party (unless the Parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify, the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or terminate this Agreement. If the default is cured, then no default exists, and the noticing Party shall take no further action. In recognition of the possible assignment and sale of portions of the Property any claimed default shall relate as specifically as possible to the portion of the Property involved and any remedy against any party shall be limited to the extent possible to the owners of such portion of the Property with remedies that do not adversely affect the rights, duties or obligations of any other non-defaulting owner of portions of the Property not in default under this Agreement.

17. **Construction**. This Development Agreement sets forth the entire agreement of the Parties. This Development Agreement shall be construed as a whole. This Agreement is the product of negotiation and drafting by both Parties and their legal counsel, and it shall be deemed to have been drafted by no Party individually but as a joint effort of the Parties. No amendment, change or

modification of any provision of this Development Agreement shall be valid unless set forth in writing and signed by both Parties, and so long as any portion of the Property remains in public ownership, approved by the legislative body of each entity. Approval of any such change by the City requires approval by the City Council after such public process as required by law. To the extent any conflict with any City regulations which may otherwise govern the Property, the terms and conditions of this Development Agreement shall prevail.

18. **Term**. The initial Term (“Term”) of this Development Agreement shall be for twenty (20) years from the effective date of this Development Agreement. A five (5) year extension of this Development Agreement may be requested by the Port and shall be granted by the City’s Community Development Director if the following conditions are met during the initial term: A) Public Street A, 2, and 4, as shown on the approved Master Plan, are constructed and dedicated to the City, B) necessary Site and utility improvements have been made to support build-out of the Master Plan, and C) building construction has been completed on at least 50% of the Property.

19. **Required Public Hearing**. This Development Agreement is authorized by an Ordinance of the City Council of the City of Washougal following a public hearing as required by RCW 36.70B.170.

20. **Threat to Public Health and Safety**. The City reserves the authority to modify one or more of the standards or requirements of development for the Property during the term of the Agreement, after notice, a public hearing, and adoption of findings and conclusions, to the extent required to avoid a serious threat to public health or safety, as provided in RCW 36.708.170.

21. **Binding Effect**. This Development Agreement shall be recorded in Clark County against the Property and shall run with the land, subject only to the express conditions or limitations of this Development Agreement, and shall be binding upon the Port and the City and any and all of their assigns and successors in interest and inure to the benefit of the respective successors and assigns of the Parties. Upon assignment of this Development Agreement or the conveyance of any Parcel of the Port’s Property to which this Development Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Development Agreement as they relate to such Parcel.

22. **Cooperation**. Each Party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other Party herein for the implementation or continuing performance of this Development Agreement. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party of this Development Agreement, or any subsequent action taken consistent with this Development Agreement, the Parties shall cooperate in defending such action or proceeding to settlement of final judgment, including all appeals. Each Party shall select its own legal counsel and retain such counsel at its own expense.

23. **Warranty of Port Authority**. Port hereby warrants to the City that the undersigned is authorized to negotiate and, upon and subject to the approval of the Port Commission, execute this Development

Agreement and to bind the Port's Property and all successor fee owners subject to and contingent upon acquisition of the Property by Port or its successors or assigns.

24. **Warranty of City's Authority**. The City is delegated with the authority pursuant to RCW 36.70B.170, et al, to enter into Development Agreements as a proper exercise of municipal police power and contract authority. This Development Agreement is entered into pursuant to said authority. It is hereby warranted that the undersigned Mayor has and is authorized to enter into this Development Agreement as approved by ordinance after a public hearing as required by RCW 36.70B.200.

SIGNATURES APPEAR ON NEXT PAGE

Dated this ______ day of _____________________, 2021.

Port: **PORT OF CAMAS-WASHOUGAL,** a Washington public port

By:_______________________________________
Printed Name:_______________________________
Its:_______________________________________
Date: ____________________________________

City of Washougal: a Washington state municipality

By:_______________________________________
Printed Name:_______________________________
Its:_______________________________________
Date: ____________________________________

Exhibit A. Port Property Legal Description

Prepared by KC Development, LLC, dated August 12, 2020:

A Portion of the David Parker Donation Land Claim Number 48, situated in the Southeast 1/4 of the Southeast 1/4 of Section 12, and in the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 1 North, Range 3 East of the Willamette Meridian, Clark County, Washington, being more particularly described as follows:

Beginning at the intersection of the South line of said Section 12 with the East line of the David Parker Donation Land Claim Number 48, said point of beginning being N87°36’08"W, 32.34 feet from the Southeast corner of said section; thence along the East line of said Parker Claim, S22° 17’56.00"W, 40.16 feet to a point of non-tangent curvature; thence leaving said east line, along the arc of a 57.92 foot radius curve concave to the Southeast, through a central angle of 18°52’07” (Chord bears S64°58’39"W, 18.99 feet) a distance of 19.07 feet to a point of non-tangency; thence S53°08’21"W, 20.84 feet; thence S47°24’29"W, 11.77 feet; thence S47°53’45"W, 5.34 feet; thence S53°27’30"W, 12.99 feet to a point of non-tangent curvature; thence along the arc of a 29.24 foot radius curve concave to the Southeast, through a central angle of 70°40’37” (Chord bears S83°19’45”W, 33.83 feet) a distance of 36.07 feet to a point of non-tangency; thence N59°04’53"W, 1.96 feet; thence S26°29’47"W, 6.86 feet; thence N85°49’32"W, 8.01 feet; thence S05°56’02"W, 2.86 feet; thence N82°14’52”W, 64.73 feet to a point of curvature; thence along the arc of a 470.75 foot radius curve concave to the Southwest, through a central angle of 6°51’46” (Chord bears N85°40’44”W, 56.35 feet) a distance of 56.38 feet to a point of non-tangency; thence N02°17’24"E, 3.96 feet; thence N87°55’18"W, 31.95 feet; thence S02°14’46"W, 4.10 feet; thence N88°09’38"W, 135.11 feet to a point of curvature; thence along the arc of a 345.50 foot radius curve concave to the Southeast, through a central angle of 11°43’23” (Chord bears S85°58’41”W, 70.57 feet) a distance of 70.69 feet to a point of tangency; thence S80°06’59"W, 14.33 feet; thence N11°22’17"W, 4.24 feet; thence S78°52’04"W, 31.84 feet; thence S10°40’25"E, 4.02 feet; thence S79°03'14"W, 49.28 feet to a point of curvature; thence along the arc of a 160.00 foot radius curve concave to the Northeast, through a central angle of 27°50’13” (Chord bears N87°01'40"W, 76.97 feet) a distance of 77.74 feet to a point of tangency; thence N73°06'33"W, 39.36 feet to a point of curvature; thence along the arc of a 94.00 foot radius curve concave to the Southwest, through a central angle of 14°10’31” (Chord bears N80°11'49"W, 23.20 feet) a distance of 23.26 to a point of tangency; thence N87°17'04"W, 19.42 feet to a point of curvature; thence along the arc of a 80.40 foot radius curve concave to the Southeast, through a central angle of 16°03’19” (Chord bears S84°41'17"W, 22.46 feet) a distance of 22.53 feet to a point of tangency; thence S76°39'37"W, 56.26 feet to a point of curvature; thence along the arc of a 50.00 foot radius curve concave to the Northeast, through a central angle of 35°41’06” (Chord bears N85°29'50"W, 30.64 feet) a distance of 31.14 feet to a point of tangency; thence N67°39'16"W, 13.20 feet; thence N41°54'28"E, 2.45 feet; thence N43°56'14"W, 30.84 feet; thence S48°22'37"W, 2.03 feet; thence N18°57'57"W, 5.86 feet; thence N22°47'17"W, 77.09 feet to a point of curvature; thence along the arc of 60.00 foot radius curve concave to the Southwest, through a central angle of 100°16’24” (Chord bears N72°55'29"W, 92.11 feet) a distance of 105.01 feet to a point of tangency; thence S56°56'19"W, 48.30 feet to a point of curvature; thence along the arc of a 100.00 foot radius curve concave to the Northwest, through a central angle of 9°56’56” (Chord bears S61°54'47"W, 17.34 feet) a distance of 17.36 feet to a point of tangency; thence S66°53'15"W, 37.59 feet to a point of curvature; thence along the arc of a 45.00 foot radius curve concave to the Southeast, through a central angle of 30°43’52” (Chord bears S51°31'19"W, 23.85 feet) a distance of 24.14 feet to a point of non-tangency; thence S63°13'44"W, 14.32 feet to a point of non-tangent curvature; thence along the arc of a 58.37 foot radius curve concave to the Southeast, through a central angle of 37°23’18” (Chord bears S81°26'51"W, 36.97 feet) a distance of 37.62 feet to a point of non-tangency; thence N45°22'11"W, 16.06 feet; thence N78°55'13"W, 28.38 feet; thence N68°52'50"W, 54.18 feet; thence N56°48'51"W, 73.43 feet; thence N35°34'38”E, 27.67 feet to a point of non-tangent curvature; thence along the arc of a 236.51 foot radius curve concave to the Northeast, through a central angle of 50°45’05” (Chord bears N24°41'40"W, 202.71 feet) a distance of 209.50 feet to a point of non-tangency; thence S85°17'20"E, 14.21 to the Northwest Corner of Block 8, Parkersville, a Plat of Record in Volume A, Page 7, Clark County Survey Records; thence along the Northerly extension of the West line of said Block 8, and continuing along the West line of Block 7, said Parkersville, N03°19’57”E, 74.86 feet; thence leaving said line, along the Right of Way line of State Route 14 as described by deed in Auditor’s File Number 4709230, said Records, the following (10) courses: S85°16’28”E, 2.74 feet to a point of non-tangent curvature; thence along the arc of a 170.00 foot radius curve concave to the Southeast, through a central angle of 28°25’39” (Chord bears N28°17’20”E, 83.48 feet) a distance of 84.35 feet to a point of reverse curvature; thence along the arc of a 230.00 foot radius curve concave to the Northwest, through a central angle of 36°00’37” (Chord bears N24°29’51”E, 142.19 feet) a distance of 144.56 feet to a point of tangency; thence N06°29’32”E, 23.54 feet; thence N31°52’09”E, 47.11 feet; thence N65°41’59”E, 61.26 feet; thence N86°26’05”E, 52.83 feet to a point of curvature; thence along the arc of a 230.00 foot radius curve concave to the Northwest, through a central angle of 39°09’42” (Chord bears N76°53’18”E, 154.16 feet) a distance of 157.21 feet to a point of reverse curvature; thence along the arc of a 170.00 foot radius curve concave to the Southeast, through a central angle of 37°18’29” (Chord bears N75°57’42”E, 108.75 feet) a distance of 110.70 feet to a point of compound curvature; thence along the arc of a 3670.00 foot radius curve concave to the Southwest, through a central angle of 16°40’42” (Chord bears S77°02’43”E, 1064.53 feet) a distance of 1068.30 to the East line of said Parker Donation Land Claim; thence along said line, S22°17'56"W, 480.24 feet to the Point of Beginning.

Containing 918,308 Square feet (21.081 Acres.)

The basis of bearings is S22°17’56”W along the East line of the David Parker Donation Land Claim Number 48 pursuant to that Record of Survey in Book 63, Page 172, Clark County Survey Records.

Exhibit B. The Property or Port Property Graphic Depiction

The Port Property is shown below as the "Development Area" filled with diagonal red dashes.

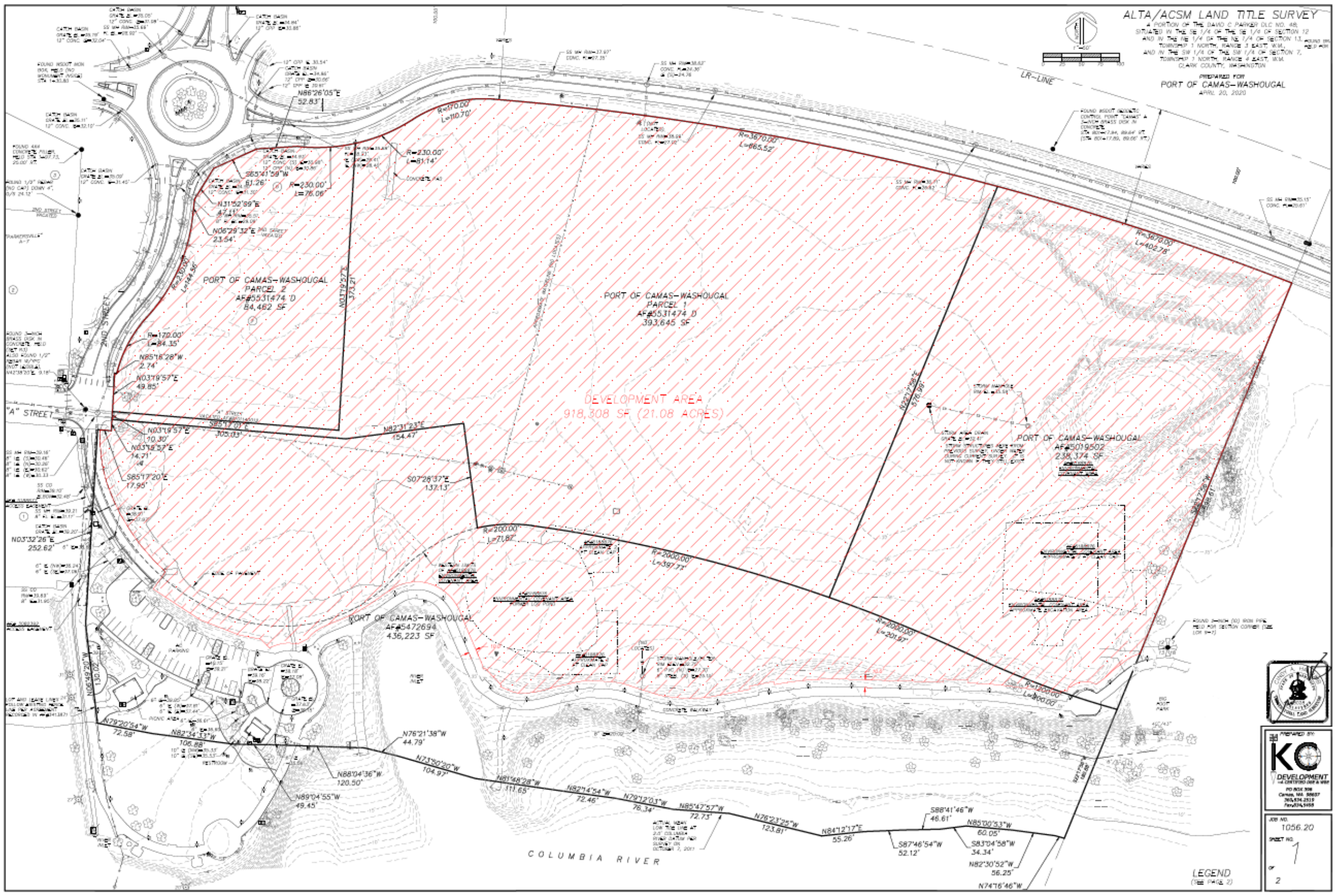
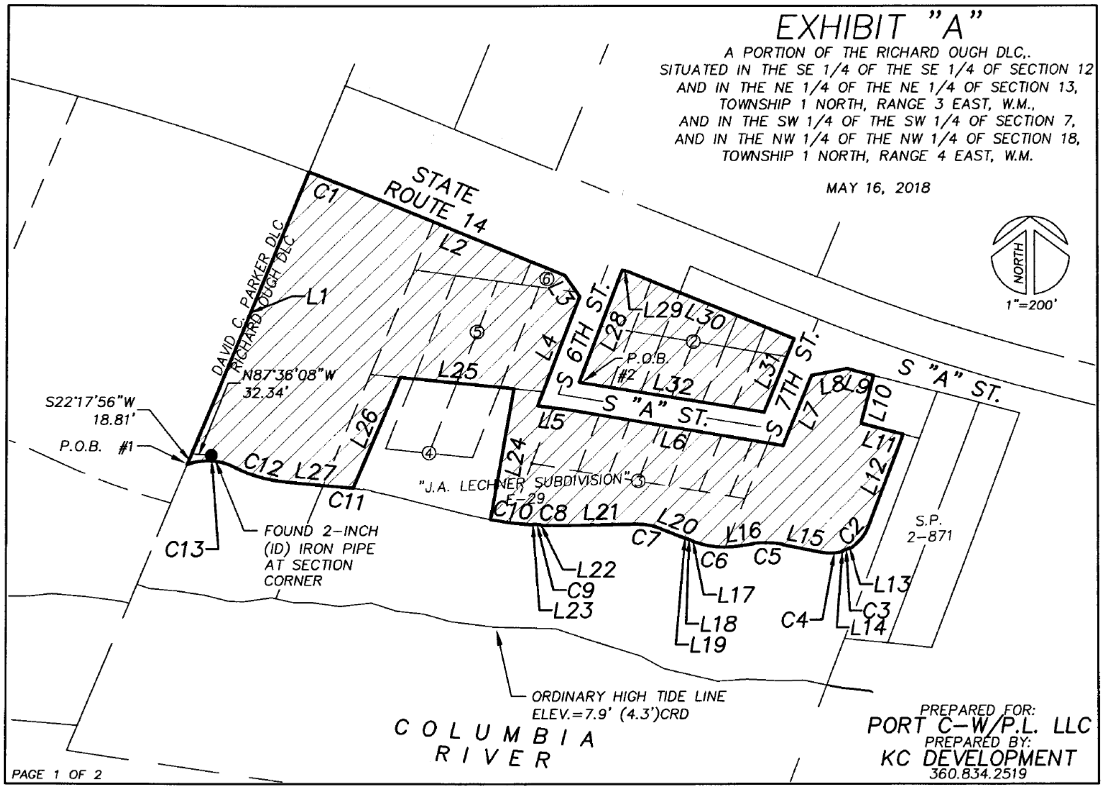


Exhibit C. Parkers Landing LLC Property ("PL Property")



(Source: Clark County Auditor's document No. 5531755.)

Exhibit D. Waterfront Property Master Plan

Exhibit E. Public Streets A, 2, 3, 4 and Marina Way.

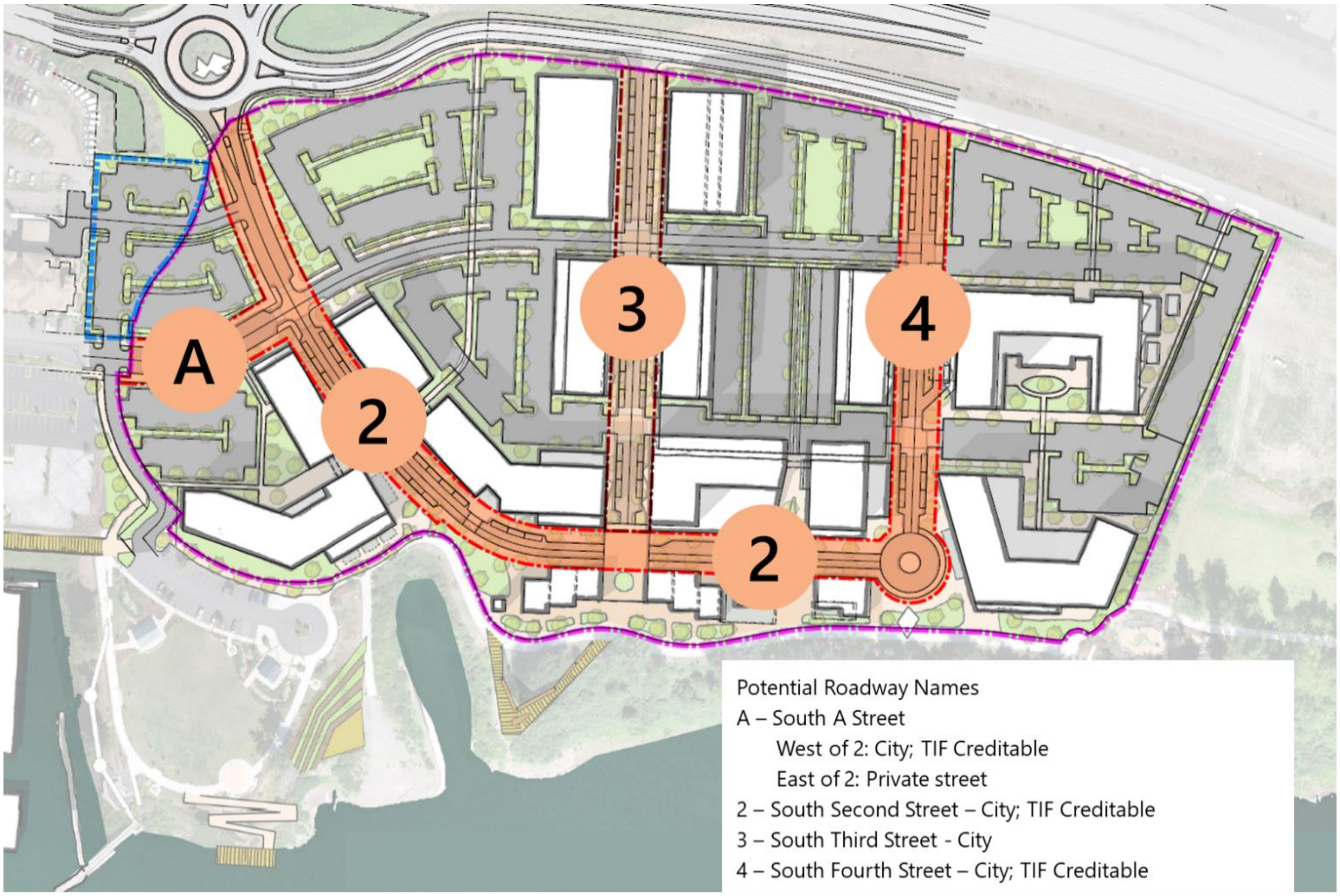


Exhibit F. Waterfront Development Standards

1. **Source of Development Standards.** Most of the development standards that apply to the Property have been developed by using standards from the Washougal Municipal Code's (WMC, as written as of June 2020), or by adapting and modifying standards from the WMC, and specifically from the following WMC code sections:
   1.1. WMC Chapter 18.32 Commercial Districts: Highway Commercial (CH). The Property is located in the CH zone, though the Development Standards here supersede some sections of the CH code.
   1.2. WMC Chapter 18.35: Town Center Districts. This code section was created in order to foster mixed-use development in both high density core areas and adjacent neighborhoods, to increase the city's tax base, and as established under Recorded Document 5019502, the City can mix regulatory requirements to create a coherent and consistent blending of regulatory controls to achieve the Vision for the Master Plan area. Therefore, these Town Center regulations, as set forth here, will be applicable to the Waterfront in many cases.
   1.3. WMC Chapter 18.52: Parking and Loading.
   1.4. Other WMC sections referenced below.
2. **Mix of Uses.** The Parties confirm and agree that the mix of uses contemplated in the Master Plan are consistent with the City's zoning regulations as set forth and modified herein for the Property and with the Port's Master Plan Waterfront Vision of a redeveloped waterfront. Uses may include, but are not limited to, residential; office; retail/commercial (including but not limited to all acceptable formats of food and beverage retailing allowed per WMC 18.32; mixed commercial and residential use, including professional offices; lodging; craft/maker space; recreational; event space; and events/performing arts space.
3. **Density for Residential Uses**
   3.1. Residential density shall be limited according to FAR per Table 1.1 below, which is adapted from 18.35.040 (1);
   3.2. Bonus FAR may be earned to achieve the Maximum Allowable FAR according to Table 1.2 below, which is adapted from 18.35.040(1);
   3.3. The Maximum Lot Coverage percentages identified in WMC 18.32-2 are not applicable.
   3.4. An example of how the FAR could be depicted in a development example is included as Figure 2.
4. **Density for Non-Residential Uses**
   4.1. Non-residential density shall be limited according to FAR per Table 1.1 below, which is adapted from 18.35.040(1), and shall supersede CH (WMC 18.32) regulation of allowable development densities;
   4.2. Bonus FAR may be earned to achieve the Maximum Allowable FAR according to Table 1.2 below, which is adapted from 18.35.040(1);
   4.3. The Maximum Lot Coverage percentages identified in WMC 18.32-2 shall be superseded and replaced by Table 1.1 below.

Table 1.1 Floor Area Ratio (FAR)

Basic Allowable "As of Right"		Maximum Allowable with Bonuses	
Nonresidential	Residential	Nonresidential	Residential
3.0	3.0	4.0	4.5

Figure 2. Example of a parcel developed at 3.0 FAR

3.0 is the average FAR of the buildings shown below, which range from two to five stories.

Table 1.2 FAR Bonuses

(Definitions for certain features listed below are available at WMC 18.35.060)

Feature	Additional Floor Area Ratio
Street-level retail	100 s.f. of floor area for each linear foot of retail frontage
Public plaza	5 s.f. of floor area for each s.f. of plaza
Canopy	4 s.f. of floor area for each s.f. of canopy
Day care	4 s.f. of floor area for each s.f. of day care
Health club	2 s.f. of floor area for each s.f. of health club
Public meeting room	5 s.f. of floor area for each s.f. of meeting room
Public art	10 s.f. of floor area for each $100.00 of valuation
Water feature	10 s.f. of floor area for each $100.00 of valuation
Structured parking	0.5 s.f. of floor area for each s.f. of required parking above grade

Feature	Additional Floor Area Ratio
Below-grade parking	1 s.f. of floor area for each s.f. of required parking below grade
Green roof/rooftop garden	2 s.f. of floor area for each s.f. of green roof
Public restroom	10 s.f. of floor area for each s.f. of public restroom
Contribution to a park	10 s.f. of floor area for each $100.00 of contribution to acquisition or development. This can be used to exceed the maximum FAR and maximum height by up to 25%
Contribution to, dedication, and construction of a large civic site such as an outdoor amphitheater, electric car recharge station, public tennis courts, library, senior citizen center, school[1]	10 s.f. of floor area for each $100.00 value of dedication and construction. This can be used to exceed the maximum height by up to 25%
Bike corral	5 s.f. of floor area for each bike corral
On-site internal bikeway network	5 s.f. of floor area for each lineal foot of bike path
Affordable housing (low/mod median income) greater than 10 percent of the base residential density types within the development. See additional requirements at WMC 18.35.045.	20% density bonus
Installation of preferential carpool/vanpool parking facilities	1 s.f. of floor area for each s.f. of carpool/vanpool parking
Community garden	5 s.f. of floor area for each s.f. of community garden
Environmental enhancements[2]	5 s.f. of floor area for each s.f. of environmental enhancement beyond minimum required by critical area ordinance/shoreline program
Usable open space, beyond minimum requirements[3]	5 s.f. of floor area for each s.f. of usable open space beyond minimum required by critical area ordinance/shoreline program
Dedication of Port of Camas Washougal owned land within the Property that will be used for Right-of-Way Improvements[4]	1 s.f. of floor area for each s.f. of land area dedicated for Right of Way[4]

Table 1.2 Notes

1. Dedication of large civic sites may include dedication of just the land, or the land and actual building of the civic structures.
2. These include, but are not limited to, programs and improvements that will enhance existing wildlife habitat, rehabilitating wetlands disturbed by previous land use practices, measures to protect air quality and water quality, establishing fisheries in local streams, landscaping beyond code requirements and other such features. Environmental enhancements must produce

benefits for the enjoyment of all residents and visitors of Washougal. Improvements that are provided largely for the enjoyment of the development and which produce only minor benefits for the general population may receive some density credit, but only to the extent that the general public benefits from the improvements.

3 A trade-off for increased density and building mass, usable open space shall be provided within the development, including but not limited to commons, pocket parks, landscape features, green belts, and trail connections.

4 This bonus provision was added to those laid out in WMC 18.35. It would apply specifically to the Property.

5. Height

5.1. The maximum height provided by WMC for the existing Highway Commercial zone (Table 18.32-2) is 75 feet. The Parties agree to a maximum height of 80 feet for the Property, in recognition that greater floor-to-floor heights are usually required for retail, restaurant, commercial, and office uses, all of which the Parties agree are highly desirable for the waterfront. The Parties believe that greater maximum heights for the Property will increase the Port and Developer's opportunities to attract major employers, restaurants, and retailers.

5.2. Rooftop mechanical equipment, rooftop stairwells necessary for roof access, elevator overruns, solar photovoltaic panels, and parapets shall be allowed in excess of the maximum height by up to 16 feet, provided they are set back from the principal faces of each building by at least 10 feet; mechanical equipment that is within 10 feet of the principal faces of each building and above 75 feet in height from finished grade must be suitably screened and approved by the Director.

5.3. Where occupiable roof decks are provided that exceed 75 feet in height, necessary guards, railings, awnings, restroom spaces, interior support spaces (e.g. for storage, kitchen and food preparation areas) and an interior lobby and circulation space associated with vertical circulation areas shall be allowed up to an additional 12 feet in height, provided that total interior square footage at any roof deck does not exceed 3,000 square feet and that all interior floor area is set back from the principal faces of each building by at least 10 feet.

5.4. **Iconic Landmark Structures.** Port or Developers may seek to build one or more "Iconic Landmark Structures," such as a "watch tower" that could be ascended by visitors in order to enjoy special views of the Columbia River Gorge. Such structures will not be occupied on a permanent or long-term basis, but rather be occupied by visitors for short time periods. Such structures may exceed the maximum height defined above, subject to an administrative variance consistent with WMC 18.80.

6. Parking

6.1. Parking standards shall be governed by Table 1.3 herein, which adapts standards from 18.52 and 18.35, respectively, including amendments.

6.2. Parking stall sizes governed by WMC Table 18.52-2 shall be modified as follows:

6.2.1 90 degree parking stalls shall be permitted to be 8'-9" wide x 18' deep and allow up to 30" of overhang of a landscaped area, provided suitable ground cover is provided in the landscape area and wheelstops and/or a minimum 6" high continuous concrete curb is provided.

6.2.2 Double loaded drive aisles featuring 90 degree parking at each side shall be permitted to be 23' minimum width.

6.2.3 Parking spaces provided above the required minimum may be compact sized spaces.

Table 1.3 Parking Standards

USE	MINIMUM PARKING	MAXIMUM PARKING
Retail	3 stalls/1,000 n.s.f. for the first 5,000 n.s.f. per block 2 stalls/1,000 n.s.f for next 5,000 n.s.f. per block 1.5 stalls/1,000 n.s.f. above 10,000 n.s.f. per block	4 stalls/1,000 n.s.f.
Office	2 stalls/1,000 n.s.f or three spaces per practitioner for medical, dental or veterinarian clinics, whichever is less	4 stalls/1,000 n.s.f.
Residential	0.5 stall per unit	2 per unit
Senior Housing	0.25 stall per unit	1 per unit
Memory Care Unit	0.1 stall per unit	1 per unit
Restaurant	1 stall per 125 net square feet of seating area for the first 1,000 n.s.f. of seating area 1 stall per 250 net square feet of seating area above 1,000 n.s.f. of seating area	2 stalls per 4 seats
Hotel, motel	One space for each guest room plus one space for each two employees on largest shift, plus spaces required for restaurants or assembly rooms, when applicable	
Drug store	First 5,000 square feet = 13 spaces, plus one per additional 1,500 square feet	
Hardware store	Three spaces per 1,250 square feet of gross floor area	
Community center - Multi-use	One per five seats maximum occupancy	
Retail business unenclosed	One space for each 625 square feet of open sales/display area plus one space per employee	
Photographic studio	One space per 1,000 square feet of gross floor area	
Museum, art gallery	One space per 625 square feet of gross floor area	
Tennis, racquetball, handball, courts/club	Three spaces per court or lane, one space per 325 square feet of gross floor area of related uses, and one space per employee	
Theater, cinema, auditorium	One space for each three seats	
Dance hall or school, bingo hall, electronic game	One space for each employee plus one space per 75 square feet of gross floor area	

rooms, and assembly halls without fixed seats		
Marina	One space per two slips	

Table 1.3 Legend

A) Underlined provisions are taken directly from WMC 18.35.040 (3).
B) Provisions not underlined are adaptations of WMC 18.35.040 (3).
C) Provisions with dashed underlining are taken directly from WMC TABLE 18.52-1.

Table 1.3 Notes

1. "Senior Housing" encompasses assisted *and* unassisted/apartment living.
2. Parking requirements for uses not listed shall be determined by a study of parking demand for that use.
3. Per WMC 18.52.060: The community development director may authorize a reduction in the total number of required off-street parking spaces for two or more uses jointly providing parking facilities when their respective hours of need of maximum parking do not normally overlap; provided, that the developer submits sufficient data to demonstrate that the hours of maximum demand for parking at the respective uses do not normally overlap.
4. Parking may be located off-site, so long as it is within 1,000 feet of the property, is connected to the property by sidewalks or walkways, and is tied to the site by an agreement that is to the satisfaction of the Community Development Director.
5. On-street parking on streets immediately adjacent to the property may be utilized to meet the parking requirements.

7. Street Standards

7.1. Shall follow the street types guidelines established by WMC 18.35.050, with the following minor clarifications:

7.2. Under WMC 18.35.050(2) Pedestrian-Oriented Streets:

7.2.1. To reduce the visual impact of vehicles, (a)(i) is modified such that parallel parking would not be required where streets are within 200 feet of the shoreline;

7.2.2. To balance the need for wider streets in certain areas to provide for fire aerial apparatus access to taller buildings with the need for streets to feel sufficiently intimate and pedestrian-oriented, (a)(i) is further modified to only require parallel parking on those streets where fire aerial apparatus access is not required;

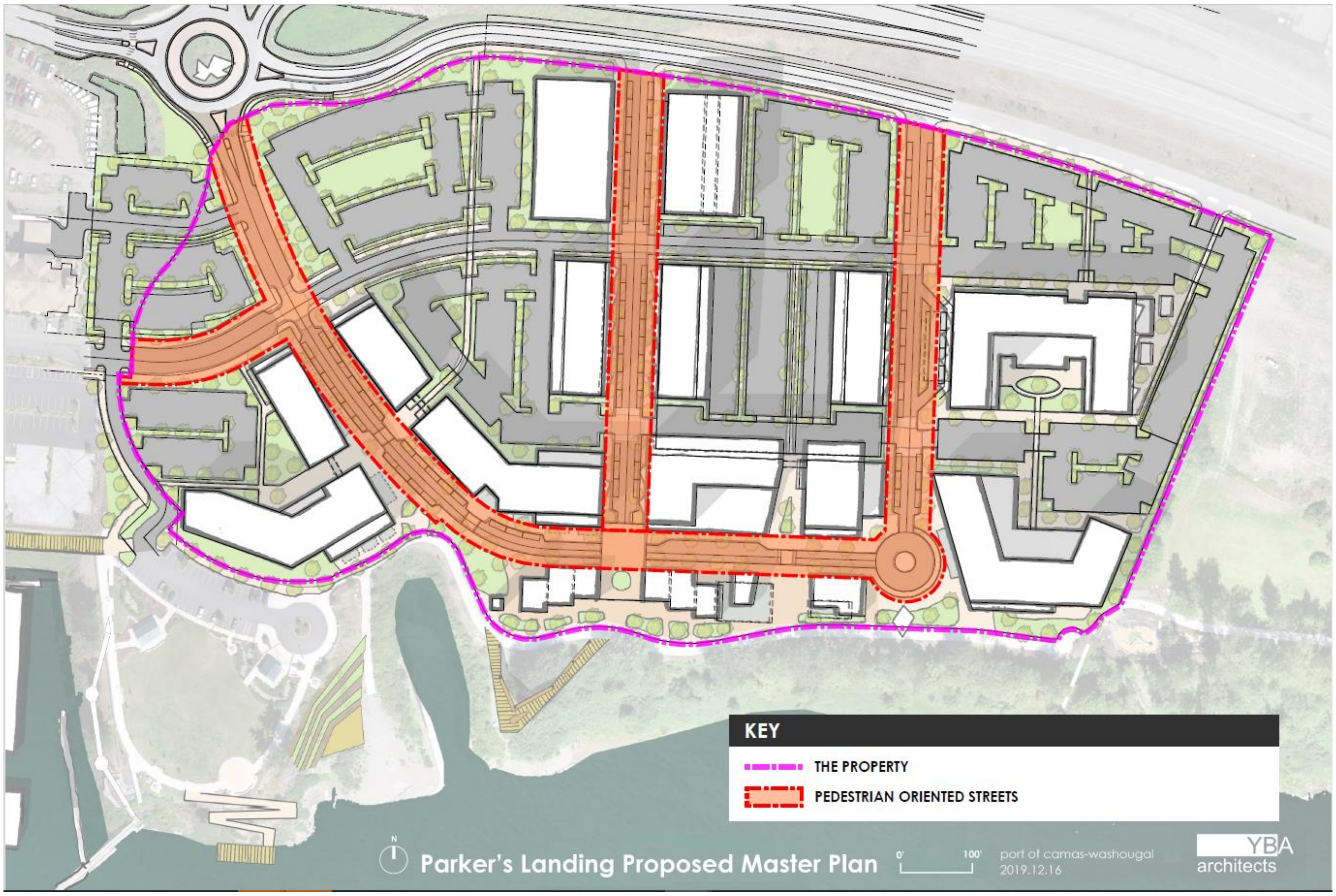
7.2.3. To allow for wider pedestrian-oriented sidewalks where desired, in alignment with the purpose of this street type, (ii) is modified to allow sidewalks in excess of 10 feet wide.

7.3. Marina Way will be exempted from the standards of 18.35.050 and the modifications set out above.

7.4. The Waterfront Street will be considered a “Pedestrian-Oriented Street” and per the modifications above may be exempted from a requirement for parallel parking within 200 feet of the shoreline and may feature sidewalks that exceed 10 feet in width, in addition to required 4 foot planting zones.

7.5. Aerial apparatus for firefighting is anticipated to be required to serve buildings over 30 feet in height from adjacent grade; therefore, affected streets are anticipated to be a minimum of 26 feet wide, exclusive of any parallel parking. On such streets, parallel parking requirements and street tree spacing may be adjusted to suit the requirements of the local Fire authority.

Figure 3. Street Types plan, within the Property.



8. Design Guidelines and Standards

8.1. Design standards set for in WMC 18.32.040 shall generally apply to the property, unless otherwise noted herein.

8.2. At the discretion of the Director, WMC 18.32.040(3)(g) shall not apply where architectural designs are proposed that possess sufficient merit for exemption.

8.3. All development design guidelines and standards agreed to by the Parties as part of previous Development Agreements for the Property shall be superseded by the development regulations in this Development Agreement and Exhibit, including the design standards included as an Exhibit F to the Amended and Superseding Development Agreement Clark County Recorded Document Number 5019502.

9. Design Review

9.1. Port and/or Developers may pursue the Administrative and/or Full Variance procedures as defined in WMC 18.94 in the event that future development proposals are not fully consistent with the development standards or design guidelines and standards identified in this Agreement.

9.2. Iconic Landmark Structures. Port or Developers may seek to build one or more "Iconic Landmark Structures," such as a "watch tower" that could be ascended by visitors in order to enjoy special views of the Columbia River Gorge. Via the Site Plan Review process as defined in WMC 18.88, the City shall consider exceptions to the design guidelines and standards, maximum height, and other limitations, for such structures.

Exhibit G. City of Washougal Traffic Impact Fee BEF Program Technical Document

Exhibit H. Kittelson & Associates Traffic Impact Analysis for Parker's Landing (dated 3/28/2013)

Exhibit I. Summary of Pre Existing Trips, Vested Daily Trips, and Allocated Trips

Property	**Vested Daily Trips (ADT)**			**Estimated and Allocated Daily Trips**		
	Pre Existing	Net New KAI, 2013	Total Daily Trips	Pre Existing	Generation Est. KAI, 2020	Allocation
PL Property (Ninebark Apts. site)	730	5,420	6,150	730	1,338	2,068
Port Property (Waterfront or Hambleton site)	179	9,190	9,369	179	-	13,451
Total	**909**	**14,610**	**15,519**	**909**	**1,338**	**15,519**

Notes:
Pre existing ADT figures can be found here:
730 ADTs for the PL Property (DA recording #5104756 Page 5)
179 ADTs for the Port Property (DA recording #5019502 page 4)

Exhibit J. Relevant WMC Code sections

WMC code sections, including but not limited to the following sections, are referenced and/or modified by this Development Agreement. The text of the WMC code sections that is referenced and/or modified by this Development Agreement is the text as available as of August 2020. The Port has saved copies of these code sections and will provide them to the City upon request.

- Chapter 3.58 MULTIFAMILY HOUSING TAX EXEMPTION
- Chapter 15.64 TRANSPORTATION IMPACT FEES
- Chapter 18.32 COMMERCIAL DISTRICTS, including Highway Commercial District (CH).
- Chapter 18.35 TOWN CENTER DISTRICTS
- Chapter 18.52 PARKING AND LOADING REGULATIONS
- Chapter 18.88 SITE PLAN APPROVAL
- Chapter 18.94 PROCEDURES, including 18.94.160 Development agreements.

CRACF
Columbia River
Arts & Cultural
Foundation

CRACF
PO Box 807
129 Pendleton Way
Washougal, WA 98671
January 21, 2021

Mayor Coston and Washougal City Council
C/O Mitch Kneipp
1701 C Street
Washougal, WA 98671

February 5, 2021

Dear Mayor Coston and Councilmembers,

The Columbia River Arts and Cultural Foundation (CRACF) is a community-led non-profit formed one year ago. Our mission is to build a Performing Arts and Cultural Center in collaboration with the Parker's Landing Waterfront Development. Our vision includes a flexible, multi-use space built using architecturally innovative, sustainable building practices with potential for a 1,000 + seat venue. There is no facility like this in Southwest Washington; one that is capable of bringing international attention to our scenic waterfront and serving as a major tourism draw for the region.

As the Port of Camas-Washougal moves forward with developing a substantial area along the waterfront, we now have the best opportunity to provide such a facility. Since formation, we have been in frequent communication with Roy Kim of RKm Development, Lance Killian of Killian Pacific, as well as the Port of Camas-Washougal about ways in which our projects could align and are currently raising funds to conduct a thorough feasibility study.

On behalf of our community, we are requesting that the Development Agreement requires sufficient land (3-4 acres) be set aside for a major public amenity. Valuing arts education, cultural diversity, and the development of a sustained arts and culture ecosystem are core parts of Washougal's civic identity.

Our vision will accomplish the following:

- grace the waterfront area with views of the river and natural surroundings,
- blend seamlessly with the planned, vibrant, mixed-use 18-hour day development,
- draw people within a 50+ mile radius by hosting national and international performances,
- carefully integrate into the environment to minimize disruptions and promote sustainable development,
- provide careful provisions for traffic flow and parking,
- be valued as a key cornerstone of the community for generations to come.

Upon request, we are happy to provide samples from the large body of studies that show the profound benefits of such a venue, both artistically and economically, to an area. **Your action is required now as this is a limited opportunity, critical to the future of our community.**

We thank you for your consideration,

Martha Martin, President

Columbia River Arts and Cultural Foundation, Board of Directors

Board officers:

Martha Martin, Ph.D., *President*

Chuck Carpenter, *Secretary*

Taylor Cusack, *Treasurer*

Board of Directors:

Clare Hovland
Stuart Bennett
Stephanie Wichmann
Jason Ferrier
Summer Taggart
David Parker
Amanda Carter-Jura
Kelly Gregersen
Suzy Warren

This letter is endorsed and supported by:

Washougal Arts & Cultural Alliance

Washougal Business Association

Parkersville Heritage Foundation

Inspire Washington

Patricia Reser Center for the Arts– Chris Ayzoukian, Executive Director

ARTS WA

Manny Cawaling – Director Inspire WA

ArtsFund – Katy Corella

Best Western Plus – Washougal

Stevenson Downtown Association

Camas-Washougal Historical Society

Heena Dwivedy, Columbia River Realty in Washougal

Washougal Times – Restaurant – Ben Jackson

SW Wind Symphony

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:
3/8/2021

SUBJECT:
Amendments to WMC 3.88.010 Fingerprint Charges and referencing a Fee Resolution 1195

DEPT. OF ORIGIN:
Police

REVIEWED AT:
Workshop of November 2, 2020

TO BE RETURNED TO COUNCIL:
Yes

ATTACHMENTS:

- **Ordinance WMC 3.88 Fingerprint fees- 2021 Amendment to WMC 3.88.docx**

EXPENDITURE REQUIRED:	BUDGETED:	APPROPRIATION REQUIRED:
0	N/A	0

SUMMARY STATEMENT

RECOMMENDED ACTION

ORDINANCE ______

AN ORDINANCE amending Washougal Municipal Code Chapter 3.88 City Fees and Charges, specifically WMC 3.88.010 Fingerprint Charges and referencing a Fee Resolution 1195, and providing for severability and an effective date.

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

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

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

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

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

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

Section I - Severability

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

Section II – Effective Date

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

PASSED by the City Council of the City of Washougal at a regular meeting this **8th** day of **March, 2021**.

____

Molly Coston, Mayor of Washougal

ATTEST:

____

Jennifer Forsberg, Finance Director / City Clerk

APPROVED AS TO FORM:

____

Exhibit "A"

Chapter 3.88

CITY FEES AND CHARGES

Sections:

3.88.010 Fingerprint charges.

3.88.010 Fingerprint charge **The fee for fingerprinting shall be as set forth on the City's Fee Resolution.** **(Ord. 1667 § 1 (Exh. A), 2010; Ord. 1115, 1993)**

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:
3/8/2021

SUBJECT:
2020 Year End Update

DEPT. OF ORIGIN:
Finance

REVIEWED AT:

TO BE RETURNED TO COUNCIL:
No

ATTACHMENTS:

- **2020 year end review.pdf**

EXPENDITURE REQUIRED: **BUDGETED:** **APPROPRIATION REQUIRED:**

SUMMARY STATEMENT

RECOMMENDED ACTION

2020 Year End Review

3/8/2021 | Presented by Jen Forsberg

City of Washougal

Agenda

- 2020 Financial Summary

2020 Summary – General and Street Funds

- Final 2020 budget included (adding in the amendments):
  - Use of Reserves - $676K
    - Towncenter Subarea/Planned Action Ordinance ~ $250K
    - Complete City Hall remodel ~ $125K
    - Purchase of Durgan house ~ $301K

- 2020 Actual:
    - Completed the City Hall remodel
    - Purchased the Durgan house

2020 Summary – General and Street Fund

- Final 2020 Actual (including CARES funding):
- Revenue: $15,056,910
- Expenses: ($14,171,660)
- Surplus: $885,250

- Final 2020 Actual (without CARES funding):
- Revenue: $14,346,274
- Expenses: ($14,171,660)
- Surplus: $174,614

2020 Recap – Long Term Projections
General & Street Funds

Updated 3/4/2021

	2018 Year End	2019 Est Actual	2020 Est	2021 Est	2022 Est	2023 Est	2024 Est	2024 Est	2024 Est
Population	15,863	16,101	16,342	16,588	16,836	17,089	17,345	17,605	17,869
Rev/Capita	$ 817	$ 824	$ 921	$ 885	$ 898	$ 911	$ 925	$ 938	$ 952
Exp/Capita	$ 832	$ 819	$ 867	$ 885	$ 898	$ 913	$ 927	$ 942	$ 956
Forecast Revenue % Chg	5.47%	2.36%	13.48%	-2.53%	3.00%	3.00%	3.00%	3.00%	3.00%
Forecast Expense % Chg	6.19%	-0.08%	7.50%	3.53%	3.10%	3.10%	3.10%	3.10%	3.10%

	2018 Year End	2019 Est Actual	2020 Est	2021 Est	2022 Est	2023 Est	2024 Est	2024 Est	2024 Est
Revenue	$ 12,962,204	$ 13,268,699	$ 15,056,910	$14,675,692	$15,115,963	$15,569,442	$16,036,525	$16,517,621	$17,013,149
Expenditure	$ 13,193,461	$ 13,182,904	$ 14,171,660	$14,671,833	$15,126,660	$15,595,586	$16,079,049	$16,577,500	$17,091,402
Surplus/(Deficit)	**$ (231,258)**	**$ 85,795**	**$ 885,250**	**$ 3,859**	**$ (10,697)**	**$ (26,145)**	**$ (42,525)**	**$ (59,879)**	**$ (78,253)**
Ending Cash Reserve	$ 3,424,963	$ 3,510,758	$ 4,396,008	$ 4,399,867	$ 4,389,169	$ 4,363,025	$ 4,320,500	$ 4,260,621	$ 4,182,368
Reserves as % Expense	26.0%	26.6%	31.0%	30.0%	29.0%	28.0%	26.9%	25.7%	24.5%
Reserves as % Revenue	26.4%	26.5%	29.2%	30.0%	29.0%	28.0%	26.9%	25.8%	24.6%
Net Revenue as % Expense	-1.8%	0.7%	6.2%	0.0%	-0.1%	-0.2%	-0.3%	-0.4%	-0.5%
Minimum Reserve at 16%	$ 1,583,628	$ 1,573,157	$ 1,704,605	$ 1,757,385	$ 1,830,157	$ 1,905,186	$ 1,982,540	$ 2,062,292	$ 2,144,516
Additional Reserves	$ 1,841,335	$ 1,937,601	$ 2,691,402	$ 2,642,481	$ 2,559,012	$ 2,457,839	$ 2,337,960	$ 2,198,329	$ 2,037,851

2020 Revenues – General & Street Funds

2020 revenues ended the year at 103% of the budget when including the CARES funding – when extrapolated out the year ended at 101% of the budget.

- Overall revenue is up 13.5% from 2019
- CARES funding was $710,635

2020 Revenues - General & Street Funds

Revenue Source	2020 Actual	2020 Budget	% of Budget	2019 Actual	2020 v 2019
Regular Property Taxes	$ 5,697,415	$ 5,744,792	99.2%	$ 5,632,176	1.2%
Retail Sales Taxes/Criminal Justice	$ 2,435,747	$ 2,369,200	102.8%	$ 2,197,092	10.9%
Utility Taxes	$ 2,869,763	$ 2,721,259	105.5%	$ 2,554,507	12.3%
Leasehold and Gambling Taxes	$ 415,810	$ 411,800	101.0%	$ 275,280	51.0%
Licenses and Permits	$ 417,593	$ 312,250	133.7%	$ 302,797	37.9%
State and Federal Grants	$ 732,785	$ 457,717	160.1%	$ 42,510	1623.8%
State Shared Revenues/Entitlements	$ 782,048	$ 814,310	96.0%	$ 794,483	-1.6%
Animal Control Fees	$ 104,280	$ 131,500	79.3%	$ 112,953	-7.7%
General Government Charges	$ 291,333	$ 267,974	108.7%	$ 231,052	26.1%
Sub Division/Zoning/Planning Fees	$ 305,164	$ 189,320	161.2%	$ 91,410	233.8%
Indirect Cost Recovery	$ 861,238	$ 1,121,780	76.8%	$ 921,253	-6.5%
Interest and Rents	$ 143,733	$ 80,636	178.2%	$ 113,187	27.0%
Other Revenue Sources (Transfers)	$ -	$ -	0.0%	$ -	0.0%
Total	**$ 15,056,910**	**$ 14,622,538**	**103.0%**	**$ 13,268,700**	**13.5%**

2020 Expenses – General & Street Funds

2020 total expenditures ended the year at 92.6% of the budget

- This is up 7.5% from 2019

2020 Expenses – General & Street Funds

Department	2020 Actual	2020 Budget	% of Budget	2019 Actual	2020 v 2019
Council	$ 83,334	$ 92,556	90.0%	$ 86,471	-3.6%
Judicial	$ 591,714	$ 505,500	117.1%	$ 404,611	46.2%
City Manager's Office	$ 427,310	$ 530,819	80.5%	$ 410,614	4.1%
Human Resources	$ 159,961	$ 200,233	79.9%	$ 166,526	-3.9%
Finance	$ 1,180,511	$ 1,257,152	93.9%	$ 1,101,919	7.1%
Economic Development	$ 5,000	$ 55,000	9.1%	$ 5,000	0.0%
Legal	$ 9,654	$ 20,000	48.3%	$ 12,155	-20.6%
General Government Services	$ 1,633,908	$ 1,428,855	114.4%	$ 1,085,880	50.5%
Police	$ 3,175,063	$ 3,691,255	86.0%	$ 3,460,330	-8.2%
Fire	$ 3,470,263	$ 3,544,206	97.9%	$ 3,370,488	3.0%
Intergovernment Services	$ 11,865	$ 17,000	69.8%	$ 8,397	41.3%
Community Development/Planning	$ 1,169,677	$ 1,377,312	84.9%	$ 912,786	28.1%
Engineering	$ 151,417	$ 132,004	114.7%	$ 146,105	3.6%
Animal Control	$ 231,962	$ 249,851	92.8%	$ 209,091	10.9%
Parks	$ 601,063	$ 595,330	101.0%	$ 572,721	4.9%
City Building Maintenance	$ 466,309	$ 491,140	94.9%	$ 442,707	5.3%
Street Maintenance	$ 802,649	$ 1,110,041	72.3%	$ 787,103	2.0%
Total	**$ 14,171,660**	**$ 15,298,254**	**92.6%**	**$ 13,182,904**	**7.5%**

2020 Revenue – Utility Funds

2020 total revenues:

- Water/sewer revenues are at 101.5% of the budget
- Stormwater revenues are at 111.4% of the budget

2020 Expenses – Utility Funds

2020 total expenses:

- Water/sewer expenses are at 88.6% of the budgeted amounts
- Stormwater expenses are at 83.2% of the budgeted amounts

2020 Revenues and Expenses – Utility Funds

Water/Sewer Utility	2020	2020 Budget	% of Budget	2019 Actual
Revenues				
Water Sales	$ 3,799,300	$ 4,018,623	94.5%	$ 3,920,541
Sewer Sales	$ 5,019,964	$ 4,745,511	105.8%	$ 4,234,762
Other Revenues	$ 144,243	$ 67,600	213.4%	$ 176,996
Total Revenue	**$ 8,963,506**	**$ 8,831,734**	**101.5%**	**$ 8,332,299**
Total Expenses	$ 7,797,570	$ 8,804,390	88.6%	$ 7,663,934
Total Net Revenue	**$ 1,165,937**	**$ 27,344**		**$ 668,365**

Storm Water Utility	2020	2020 Budget	% of Budget	2019 Actual
Revenues				
Storm Water Sales	$ 1,559,299	$ 1,430,336	109.0%	$ 1,361,850
Storm Water Connection Fee	$ 34,177	$ 45,000	75.9%	$ 32,513
Other Revenues	$ 169,364	$ 107,000	158.3%	$ 73,445
Total Revenue	**$ 1,762,840**	**$ 1,582,336**	**111.4%**	**$ 1,467,808**
Total Expenses	$ 1,283,058	$ 1,542,712	83.2%	$ 1,301,957
Total Net Revenue	**$ 479,782**	**$ 39,624**		**$ 165,851**

2020 Revenue & Expenses – All Funds

2020 Revenues & Expenses – All Funds

		2020			2020 Budget			2019		
Fund	Fund Description	Rev	Exp	Surplus/ (Def.)	Rev	Exp	Surplus/ (Def.)	Rev	Exp	Surplus/ (Def.)
001/101	General & Street	$ 15,056,910	$ 14,171,660	$ 885,250	$ 14,622,538	$ 15,298,254	$ (675,716)	$ 13,268,699	$ 13,182,904	$ 85,795
003	Abatement Fund	$ 401	$ 16,206	$ (15,805)	$ 1,200	$ 19,500	$ (18,300)	$ 5,022	$ -	$ 5,022
103	Cemetery Fund	$ 201,886	$ 209,997	$ (8,111)	$ 222,854	$ 222,854	$ -	$ 216,326	$ 199,265	$ 17,061
104	REET-1st 1/4%	$ 469,282	$ 357,850	$ 111,432	$ 476,000	$ 897,300	$ (421,300)	$ 442,706	$ 356,700	$ 86,006
105	Park Development Fund	$ 93,354	$ 3,100	$ 90,254	$ 226,000	$ 828,000	$ (602,000)	$ 125,684	$ 60,400	$ 65,284
106	REET-2nd 1/4%	$ 1,014,803	$ 426,260	$ 588,543	$ 882,190	$ 907,000	$ (24,810)	$ 639,137	$ 856,830	$ (217,693)
108	Hotel Motel Tax	$ 69,174	$ 45,469	$ 23,706	$ 91,400	$ 91,400	$ -	$ 94,691	$ 137,321	$ (42,630)
110	Transportation Development	$ 263,940	$ 112,759	$ 151,181	$ 262,000	$ 1,389,489	$ (1,127,489)	$ 274,018	$ 57,868	$ 216,150
118	PEG Fees	$ 733	$ 10,967	$ (10,234)	$ 1,600	$ 131,600	$ (130,000)	$ 2,627	$ -	$ 2,627
125	EMS Resrticted	$ 381	$ -	$ 381	$ -	$ -	$ -	$ 1,365	$ -	$ 1,365
126	Fire Impact Fee Fund	$ 29,248	$ 53,300	$ (24,052)	$ 60,500	$ 53,300	$ 7,200	$ 32,618	$ 53,300	$ (20,682)
127	Affordable Housing Sales Tax Credit	0.47	$ -	$ 0	$ -	$ -	$ -	$ -	$ -	$ -
141	Drug Seizure Fund	$ 2,655	$ 12,272	$ (9,617)	$ 10,300	$ 19,200	$ (8,900)	$ 5,223	$ 10,600	$ (5,377)

2020 Revenues & Expenses – All Funds

		2020			2020 Budget			2019		
Fund	Fund Description	Rev	Exp	Surplus/ (Def.)	Rev	Exp	Surplus/ (Def.)	Rev	Exp	Surplus/ (Def.)
212	UTGO Bond Redemption Fund	$ 105,473	$ 114,300	$ (8,827)	$ 120,300	$ 114,300	$ 6,000	$ 86,239	$ 111,600	$ (25,361)
215/315	Downtown Bond Debt Dund	$ 357,852	$ 357,850	$ 2	$ 358,300	$ 358,150	$ 150	$ 356,708	$ 356,700	$ 8
350	Parks Capital Projects Fund	$ 1,053,954	$ 388,083	$ 665,870	$ 2,692,000	$ 2,732,000	$ (40,000)	$ 925,253	$ 1,532,991	$ (607,738)
351	Facilities Capital Project	$ 525,332	$ 613,846	$ (88,514)	$ 868,800	$ 1,095,800	$ (227,000)	$ 251,108	$ 430,830	$ (179,722)
353	Transportation Capital Fund	$ 799,395	$ 1,114,500	$ (315,105)	$ 4,049,466	$ 4,049,039	$ 427	$ 1,402,719	$ 523,482	$ 879,237
355	Art Project Fund	$ 5,000	$ 718	$ 4,282	$ 5,000	$ 5,000	$ -	$ 5,000	$ 5,047	$ (47)

2020 Revenues & Expenses – All Funds

		2020			2020 Budget			2019		
Fund	**Fund Description**	**Rev**	**Exp**	**Surplus/ (Def.)**	**Rev**	**Exp**	**Surplus/ (Def.)**	**Rev**	**Exp**	**Surplus/ (Def.)**
401	Water/Sewer Fund	$ 8,963,506	$ 7,797,570	$ 1,165,937	$ 8,831,734	$ 8,804,390	$ 27,344	$ 8,332,299	$ 7,663,934	$ 668,365
403	Stormwater Utility Fund	$ 1,762,840	$ 1,283,058	$ 479,782	$ 1,582,336	$ 1,542,712	$ 39,624	$ 1,467,808	$ 1,301,957	$ 165,851
406	Water/Sewer Construction Res.	$ 1,246,954	$ 3,985,036	$ (2,738,082)	$ 1,448,845	$ 4,707,000	$ (3,258,155)	$ 967,778	$ 963,214	$ 4,564
408	Water/Sewer Bond Redemption	$ -	$ -	$ -	$ 3,443	$ 3,443	$ -	$ -	$ -	$ -
410	PWTF Loan Redemption	$ 303,472	$ 303,472	$ -	$ 303,500	$ 303,473	$ 27	$ 305,282	$ 305,282	$ -
412	Water/Sewer Bond Redemption	$ 10	$ -	$ 10	$ -	$ -	$ -	$ 34	$ -	$ 34
413	Water/Sewer/Storm Bond	$ 6,717,321	$ 3,057,400	$ 3,659,921	$ 7,790,400	$ 8,987,190	$ (1,196,790)	$ 2,447,551	$ 3,211,582	$ (764,031)
414	Water/Sewer/Storm Bond Res.	$ 618	$ -	$ 618	$ 1,800	$ -	$ 1,800	$ 2,215	$ -	$ 2,215

2020 Revenues & Expenses – All Funds

		2020			2020 Budget			2019		
Fund	Fund Description	Rev	Exp	Surplus/ (Def.)	Rev	Exp	Surplus/ (Def.)	Rev	Exp	Surplus/ (Def.)
510	Employment Security Reserve	$ 887	$ 10,470	$ (9,583)	$ 3,000	$ 30,450	$ (27,450)	$ 3,548	$ 20,183	$ (16,635)
520	ER&R - Rolling Stock	$ 82,590	$ 108,870	$ (26,280)	$ 92,400	$ 116,100	$ (23,700)	$ 135,587	$ 138,303	$ (2,716)
521	ER&R - IT FUND	$ 736	$ 7,198	$ (6,462)	$ 31,600	$ 31,500	$ 100	$ 85,063	$ 94,188	$ (9,125)
604	Cemetery Perpetual Care Fund	$ 10,276	$ -	$ 10,276	$ 9,802	$ -	$ 9,802	$ 9,646	$ -	$ 9,646
610	Downtown Bond Guarantee Fund	$ 7,026	$ -	$ 7,026	$ 20,000	$ -	$ 20,000	$ 23,950	$ -	$ 23,950
631	Agency Fund - Low Income	$ 19,519	$ 19,310	$ 209	$ 29,610	$ 33,310	$ (3,700)	$ 232	$ -	$ 232
	Total All Funds	**$ 39,165,529**	**$ 34,581,521**	**$ 4,584,009**	**$ 45,098,917**	**$ 52,771,753**	**$ (7,672,836)**	**$ 31,922,193**	**$ 31,574,481**	**$ 341,655**

LGIP - Investment Update

January	February	March
33,485.55	**30,564.06**	**25,191.18**
1.7230%	1.6787%	1.2926%
April	**May**	**June**
15,364.16	**9,717.42**	**6,988.90**
0.8138%	0.4977%	0.3698%
July	**August**	**September**
6,068.17	**5,006.68**	**3,892.62**
0.3106%	0.2562%	0.2058%
October	**November**	**December**
3,645.05	**3,048.50**	**3,051.24**
0.1864%	0.1611%	0.1560%

Total LGIP Interest YTD
146,023.53

Note: LGIP investments are liquid

City of Washougal

Bond - Investment Update

Purchasing Fund	Maturity Date	Amount Paid	Maturity Value	Expected Interest
Water/Sewer	9/10/2021	1,632,108.45	4,605,000.00	38,118.76
		1,632,108.45	**4,605,000.00**	**38,118.76**

Earnings Received to Date:		
General Fund	$	10,739.45
Other Funds	$	-
W/S and SW Bond Funds	$	48,858.20
Total Earnings	$	59,597.65

Questions

Thank You!