

**City Of Woodland
Council Agenda Summary Sheet**

Agenda Item:

Landscape Maintenance Agreement with Liberty Evans for City ROW along Dike Access Road.

Agenda Item #: Action (N)

For Agenda of: March 3, 2014

Department: Public Works

Date Submitted: February 27, 2014

Cost of Item: \$0

Amount Budgeted: \$0

Unexpended Balance: \$0

BARS #: NA

Description: Landscaping Agreement

Department Supervisor Approval: Public Works Department /s/ *Bart Stupp*

Agenda Item Supporting Narrative (list attachments, supporting documents):

- 1) Proposed Agreement with Liberty Evans LLC
- 2) Landscaping Plan (Exhibit A)

Summary Statement:

Liberty Evans LLC, owners of the property located at the southeast corner of Dike Access Road and Schurman Way, would like to complete landscaping improvements in the City ROW between Dike Access Road and their property to better market their property.

The City ROW in question is the location of Lift Station #10. The area is mainly a gravel access road and crabgrass and some blackberries. The City currently mows the area a few times a year and occasionally picks up garbage that accumulates in the area. The gas company also uses the gravel access road to access their valving facility and the railroad uses it to access the railroad.

The landscaping Liberty Evans LLC proposes to complete will not interfere with any existing use of the area by the City, Gas Company, or Railroad. Part of an irrigation system will need to be installed on City ROW but Liberty Evans LLC will pay for all the costs of installation and maintenance for the system. The agreement only pertains to City ROW. Improvements on Liberty Evans LLC property still needs to go through formal site plan approvals.

This agreement would reduce the maintenance needs for the City and will help beautify the area so Staff does not see a problem with approving this agreement. The agreement will be reviewed by the City Attorney prior to signing the agreement.

CITY OF WOODLAND, WASHINGTON

AGREEMENT BY AND BETWEEN THE CITY OF WOODLAND AND LIBERTY EVANS LLC FOR LANDSCAPING IMPROVEMENTS ON CITY PROPERTY OFF OF DIKE ACCESS ROAD

Recitals

WHEREAS, RCW 36.70B.170(1) authorizes the execution of a development agreement between a local government and a person having ownership or control of real property as part of a proposed annexation or service agreement; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, this Development Agreement by and between the City of Woodland and Liberty Evans LLC (“Liberty”) relates to the upkeep and appearance of City Right-of-Way along Dike Access Road.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1: *The Project.* The Project is to complete landscaping improvements on City right-of-way located next to Liberty Property (the “City Property”). Liberty would complete and maintain landscaping improvements on the City Property. In exchange Liberty would be allowed to place an irrigation system (or portions thereof) on City Property and remove existing trees and vegetation and then landscape the City Property in accordance with Exhibit A to improve the appearance of the area to make it more attractive to prospective clients.

Section 2: *The Subject Property.* All of the work will occur within City of Woodland Right-of-Way or existing City easements.

Section 3: *Exhibits to this Agreement are as follows:* Exhibit A – Proposal from Liberty Evans LLC for landscaping improvements.

Section 4: *Parties to Development Agreement.* The parties to this agreement are:

- a) The “City” is the City of Woodland, PO Box 9, Woodland, WA 98674
- b) The “Developer” is Liberty Evans LLC, a Washington Limited Liability Company with its principal office at 2311 East First Street, Vancouver, WA 98661.

Section 5: *Term of Agreement.* This agreement shall commence upon the effective date of the adoption of this agreement by the City, and shall continue in force for a period of 5 years. The agreement shall automatically renew for additional two year terms at the end of each term unless either party provides written notice of termination within 180 days of the termination date of the then current term. Following the expiration of the term or extension thereof, or if sooner

terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer.

Section 6: *Financing of Public Facilities.* Developer acknowledges and agrees that it shall pay for all costs associated with The Project. Work will be completed by a contractor that will comply with all prevailing wage requirements.

Section 7: *Default.*

- a) Subject to extensions of time by mutual consent in writing, failure or delay by either party not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.
- b) After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Woodland Municipal Code for violations of this Agreement and the Code.

Section 8: *Termination.* This Agreement shall expire and/or terminate as provided below:

- a) This Agreement shall expire and be of no further force and effect if the Project contemplated in this Agreement and all of the approvals issued by the City for the Project are not substantially underway prior to expiration of such approvals.
- b) This Agreement shall terminate upon the expiration of the term identified in Section 5 and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated.

Section 9: *Amendment to Agreement: Effect of Agreement on Future Actions.* This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see RCW 36.70B.200).

Section 10: *Notices.* Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 4. Notice to the City shall be to the attention of both the Public Works Director and the City Attorney. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 11: *Reimbursement for Agreement Expenses of the City.* The Developer agrees to reimburse the City for any expenses incurred for the Project. These include consultant fees, contractor costs, and any other costs associated with the Project. Normal operation and

maintenance costs the City already completes on the site are not part of this Project. Upon payment of all expenses, the Developer may request written acknowledgement of all costs. Such payment of costs shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

Section 12: *Applicable Law and Attorneys' Fees.* This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Cowlitz County Superior Court or the U.S. District Court for Western Washington.

Section 13: *Specific Performance.* The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof.

Section 14: *Severability.* If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed. Notwithstanding language to the contrary, the City reserves the authority to impose new regulations or modify existing regulations applicable to the Project to the extent that such new regulations or modifications are necessary due to a serious threat to public health and safety.

Section 15: *Effect on Previous Agreements:* This Agreement is not intended to supplant or to modify previous agreements between Liberty and the City of Woodland. The parties ratify the terms and conditions of the previous agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below:

ADOPTED in an Open Public Meeting this _____ day of March 2014.

LIBERTY EVANS LLC

CITY OF WOODLAND, WASHINGTON

Approved:

By _____

Grover Laseke, Mayor

Title _____

Attest:

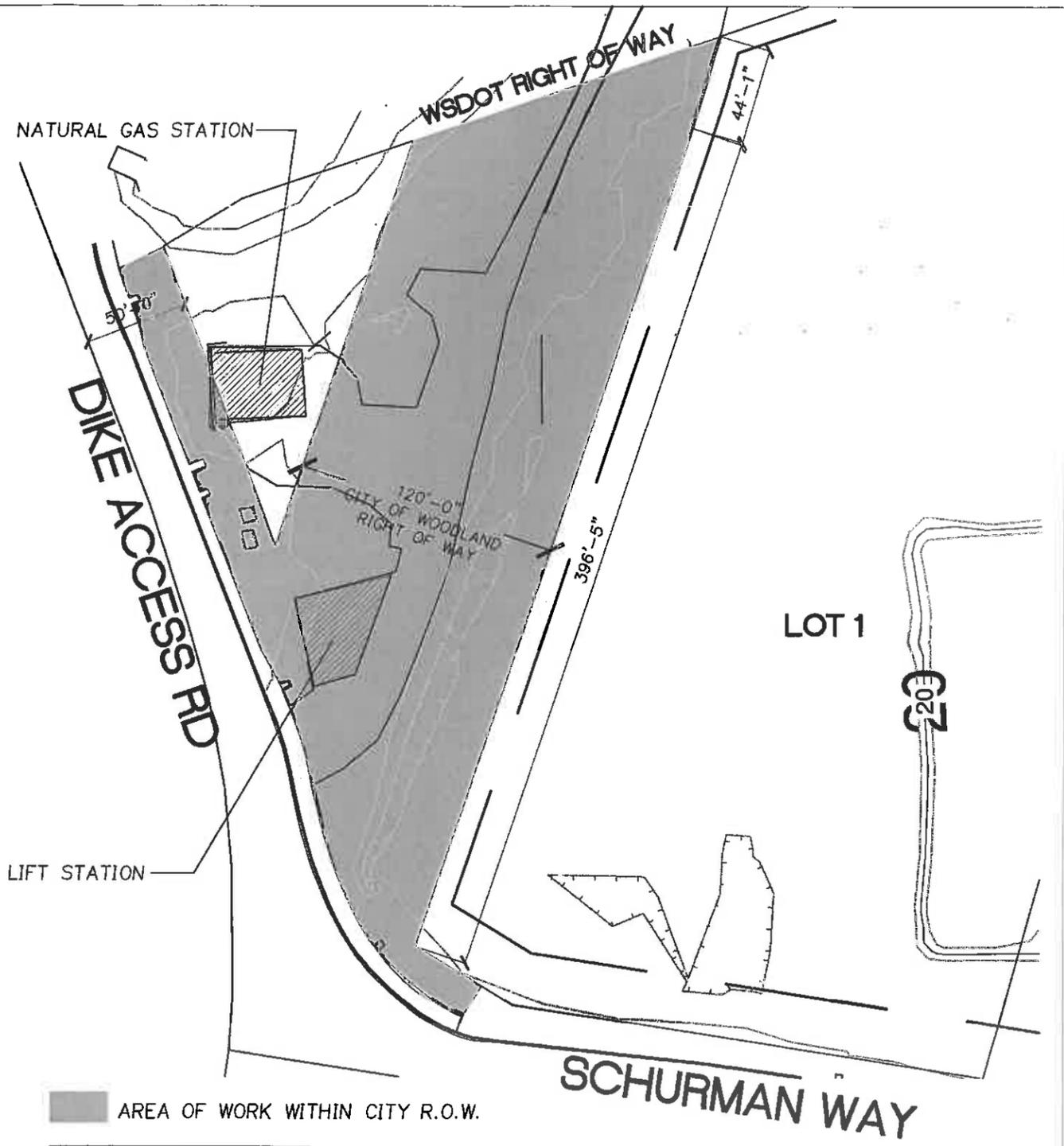
Mari E. Ripp, Clerk-Treasurer

Approved as to form only:

William J. Eling, City Attorney

EXHIBIT A

Landscaping Plan



AREA OF WORK WITHIN CITY R.O.W.



1 PROPOSED AREA OF WORK IN CITY RIGHT OF WAY
C1.0A 1:60

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PROJECT:
WOODLAND CORPORATE CENTER

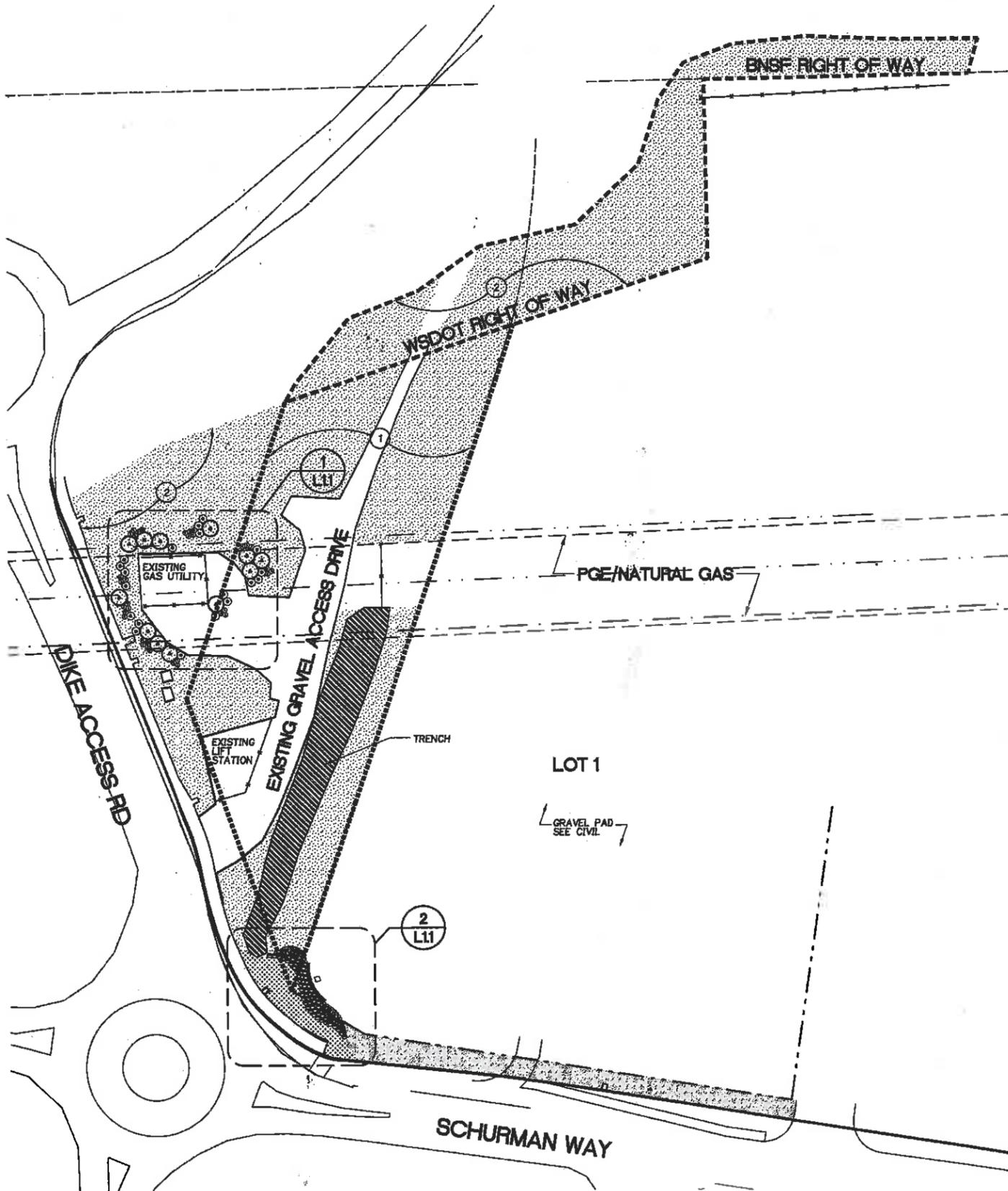
SHEET TITLE:
CITY OF WOODLAND PROPOSED
AREA OF WORK IN CITY
RIGHT OF WAY

DATE: 2/14/14
 DRAWN BY: KED
 CHECKED BY: AJS
 JOB NO:
 2130049.00

SHEET:
C1.0A

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(4 Pages - also serve as Exhibit A to the Agreement)



PLANT MATERIAL SCHEDULE

SYMBOL	BOTANICAL NAME - COMMON NAME	SIZE/SPACING
GROUND COVER		
[Stippled Pattern]	RUBUS CALYCINOIDES CREEPING BRAMBLE	1 GAL. CONT. 24" O.C.
[Dotted Pattern]	SEED MIX - HOBBS & HOPKINS PROTOME 710 PDX PLUS MIX INCLUDES: DWARF PERENNIAL RYEGRASS HARD FESCUE WHITE YARROW DUTCH WHITE CLOVER AND STRAWBERRY CLOVER CALIFORNIA POPPY LUPINE SHASTA DAISY	SEED AT A RATE OF 2 LBS/1000 S.F.

TRENCH SEED MIX

NATIVE SEED MIX: PACIFIC NORTHWEST NATIVES, WILLAMETTE VALLEY REGION BIOSWALE NATIVE MIXTURE

SCIENTIFIC NAME	COMMON NAME	PERCENTAGE BY WEIGHT
BROMUS CARINATUS	CALIFORNIA BROME GRASS	20.0%
BECKMANNIA SYZIGACHNE	AMERICAN SLOUGHGRASS	20.0%
ELYMUS GLAUCUS	BLUE WILD RYE	20.0%
HORDEUM BRACHYANTHERUM	MEADOW BARLEY	20.0%
ALOPECURUS GENICULATUS	WATER FOXTAIL	10.0%
AGROSTIS EXARATA SPIKE	BENTGRASS	5.0%
DESCHAMPSIA ELONGATA	TUFTED HAIRGRASS	5.0%

SEED AT A RATE OF 30 LBS PER ACRE (.7 LBS/1000 S.F.)

GENERAL NOTES

- A. FULLY AUTOMATIC IRRIGATION SYSTEM TO BE INSTALLED ONLY AT ENTRY MONUMENT PLANTINGS TO MAINTAIN ENTRY LANDSCAPE MATERIAL.
 - B. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY OTHERS.
 - C. CLEAR AND GRUB DITCH SIDES AND BOTTOM. REMOVE OBSTACLES AND CLEAN AND REGRADE TO PROVIDE POSITIVE FLOW.
 - D. CLEAR AREAS TO BE SEEDED SO THEY ARE FREE OF DEBRIS. SCARIFY SURFACE PRIOR TO SEEDING. HYDROSEED WITH MULCH AND TACKIFIER.
- TREE REMOVAL ON ADJACENT PROPERTY BY AGREEMENT WITH PROPERTY OWNER. REMOVAL AND LANDSCAPE AREA DOES NOT TRIGGER PERMIT FROM THE CITY OF WOODLAND.
- ***** CITY OF WOODLAND RIGHT OF WAY

KEY NOTES

- 1. CITY OF WOODLAND RIGHT OF WAY LANDSCAPE BY AGREEMENT WITH CITY OF WOODLAND
- 2. LANDSCAPE ON ADJACENT PROPERTY BY AGREEMENT WITH PROPERTY OWNER. REMOVAL AND LANDSCAPE AREA DOES NOT TRIGGER PERMIT FROM THE CITY OF WOODLAND

1 LANDSCAPE PLANTING PLAN
L10 1:40



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Seattle, WA
206.749.9693
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Client
JH KELLY LLC
2311 EAST FIRST ST.
VANCOUVER WA 98661



Project
WOODLAND
CORPORATE
CENTER

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DELTA	THIS SHEET	CLOSING DATE

SHEET TITLE:
LANDSCAPE PLAN



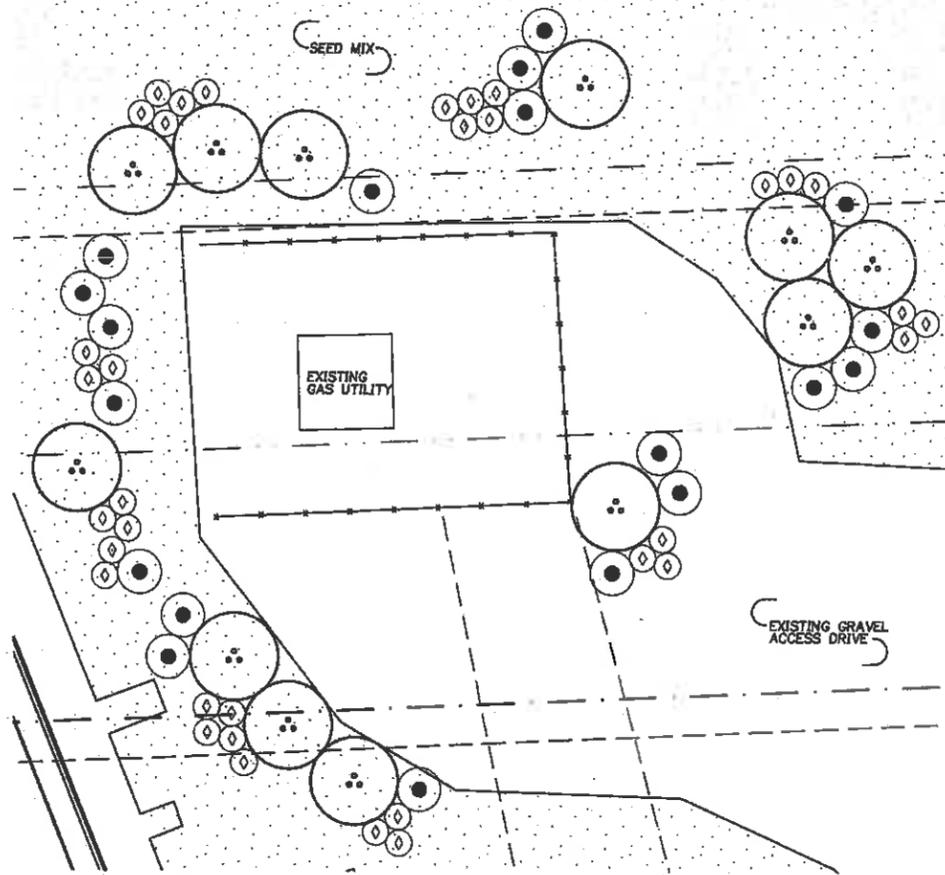
STEVEN PAUL TUTTLE
LANDSCAPE ARCHITECT
CERTIFICATE NO. 1281
EXPIRES ON 4/1/15

DRAWN BY: TSD
CHECKED BY: SPT
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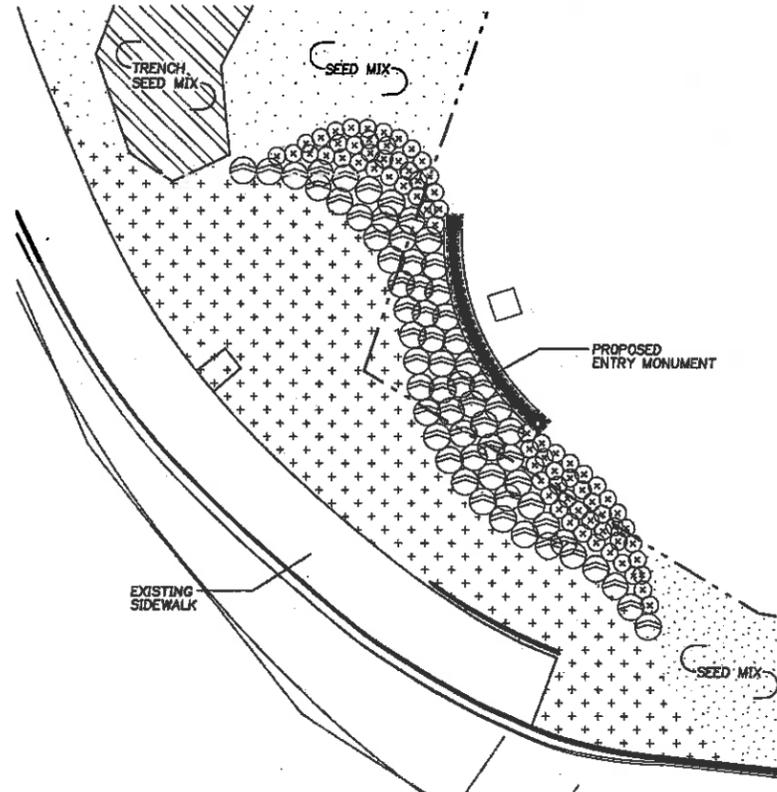
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1 LANDSCAPE PLANTING PLAN
L11 1" = 10'-0"



2 ENTRY MONUMENT PLANTING
L11 1" = 10'-0"

PLANT MATERIAL SCHEDULE

SYMBOL	BOTANICAL NAME - COMMON NAME	SIZE / SPACING
SHRUBS		
	ACER CIRCINATUM VINE MAPLE	6'-8' HT. MIN. MIN. 3 STEMS
	ARBUTUS UNEDO 'COMPACTA' COMPACT STRAWBERRY BUSH	3 GAL. CONT. 5" O.C.
	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' KARL FOERSTER FEATHER REED GRASS	2 GAL. CONT. 24" O.C.
	CORNUS STOLONIFERA 'FARROW' PP #18,523 ARCTIC FIRE RED TWIG DOGWOOD	2 GAL. CONT. 3' O.C.
	ROSA X 'NOARE' PP #11308 FLOWER CARPET RED GROUNDCOVER ROSE	2 GAL. CONT. 3' O.C.
GROUND COVER		
	RUBUS CALYCIANOIDES CREEPING BRAMBLE	1 GAL. CONT. 24" O.C.
	SEED MIX - HOBBS & HOPKINS PROTOME 710 PDX PLUS MIX INCLUDES: DWARF PERENNIAL RYEGRASS HARD FESCUE WHITE YARROW DUTCH WHITE CLOVER AND STRAWBERRY CLOVER CALIFORNIA POPPY LUPINE SHASTA DAISY	SEED AT A RATE OF 2 LBS/1000 S.F.

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REVISIONS:

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**LANDSCAPE
DETAILS**

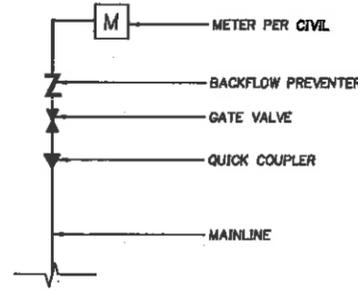
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CHECKED BY: SPT
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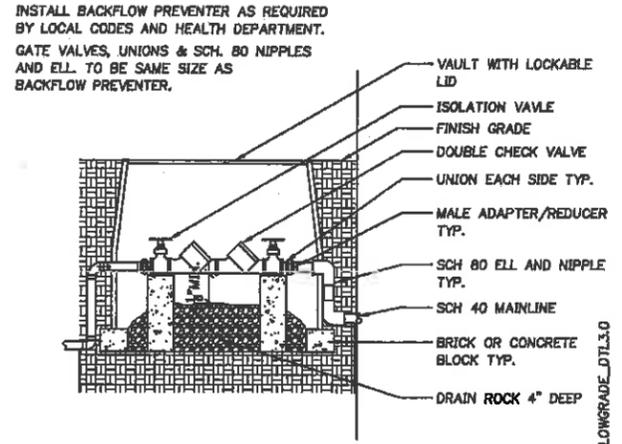
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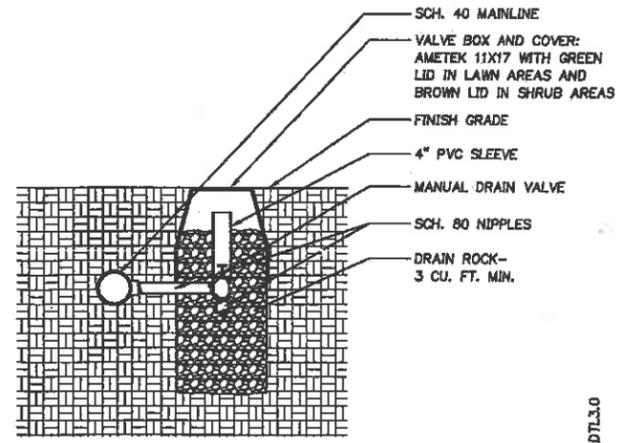
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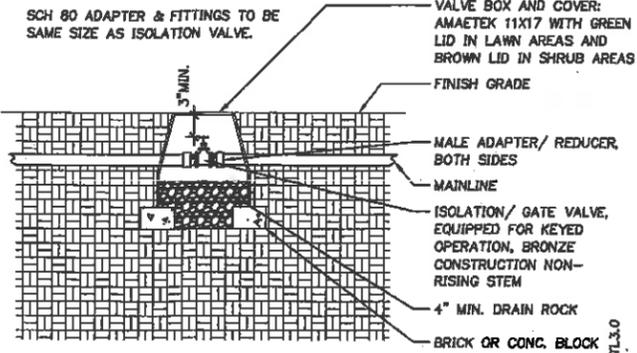
1 POINT OF CONNECTION
L8.1 SCALE: NTS



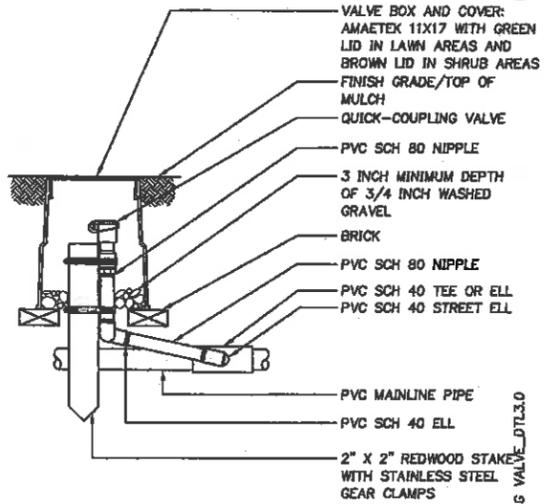
2 BACKFLOW PREVENTER
L8.1 SCALE: NTS



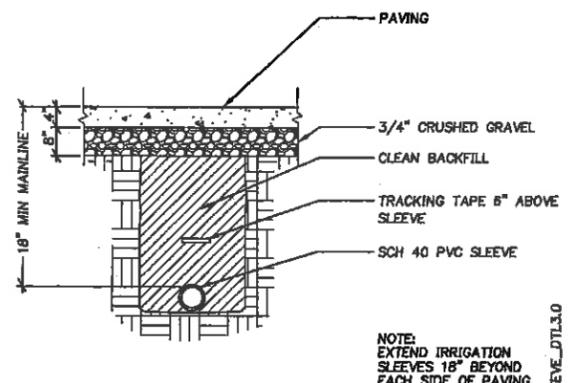
3 MANUAL DRAIN VALVE
L8.1 SCALE: NTS



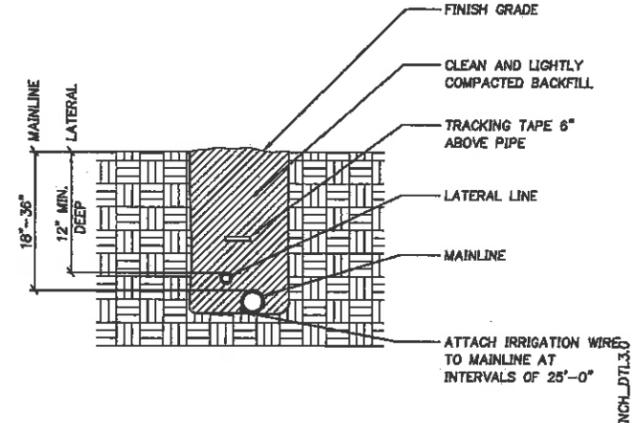
4 ISOLATION/GATE VALVE
L8.1 SCALE: NTS



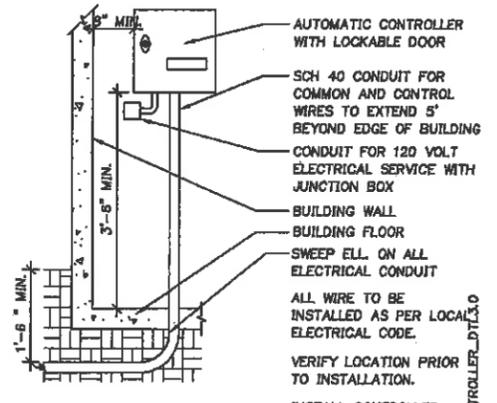
5 QUICK COUPLING VALVE
L8.1 SCALE: NTS



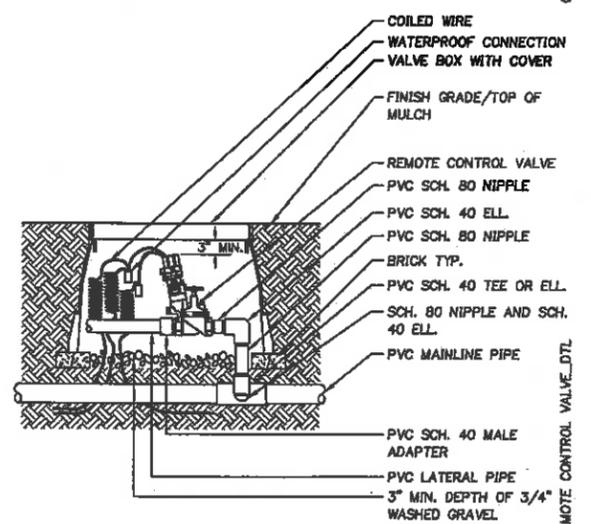
6 IRRIGATION SLEEVES AT PAVING
L8.1 SCALE: NTS



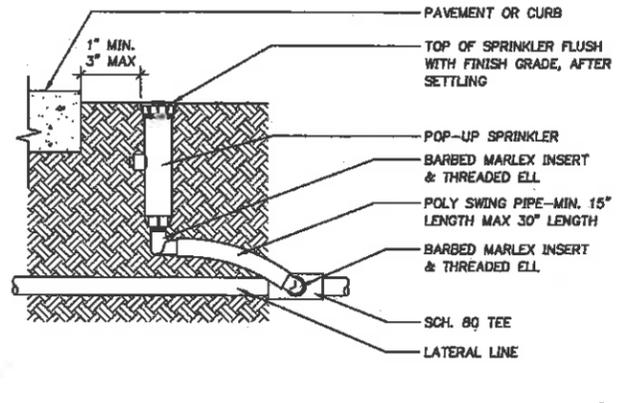
7 IRRIGATION TRENCH
L8.1 SCALE: NTS



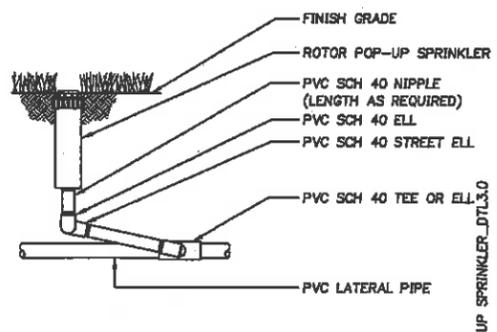
8 WALL MOUNT CONTROLLER
L8.1 SCALE: NTS



9 ELECTRIC REMOTE CONTROL VALVE
L8.1 SCALE: NTS



10 SPRAY POP-UP SPRINKLER
L8.1 SCALE: NTS



11 ROTOR POP-UP SPRINKLER
L8.1 SCALE: NTS



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CHECKED BY: RAH
SHEET:

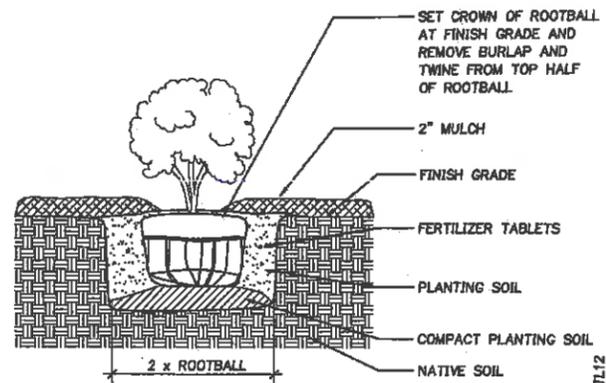
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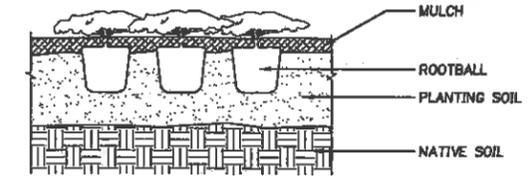


DESIGN REVIEW/PERMIT SUBMITTAL: FEBRUARY 18, 2014

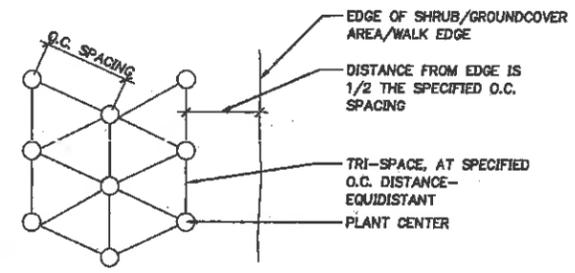
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1 CONTAINER/B+B SHRUB PLANTING
SCALE: NTS
SHRUB DETAIL_DTL12



2 GROUNDCOVER PLANTING
SCALE: NTS
GROUNDCOVER DETAIL_DTL13 3.0



3 SHRUB/GROUNDCOVER SPACING
SCALE: NTS
SPACE_DTL

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PLANTING DETAILS



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CHECKED BY: RAH
SHEET:

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JOB NO. 2130049.00

4 of 4