

PARKS & RECREATION BOARD AGENDA

5:00 P.M. WEDNESDAY, JULY 17, 2013

**Port of Woodland Community Room
115 Davidson Avenue – Woodland, WA 98674**

MINUTES

May 15, 2013 Approval (June 19, 2013 Meeting Cancelled)

PRESENTATION

Tobacco Free Parks - Councilmember Al Swindell and Cowlitz County Health

NEW BUSINESS

None

CONTINUED BUSINESS

Alcohol in City Parks
Scott Hill Park & Sports Complex
Horseshoe Lake Management
Budget

OTHER

Project Update
Facility Questionnaires

ADJOURNMENT

Next regular meeting - 5:00 p.m., Wednesday, August 21, 2013, at the Port of Woodland, 115 Davidson Avenue. Scott Hill Park & Sports Complex Ad Hoc Committee meetings will be held directly following, as necessary.

**CITY OF WOODLAND
PARK BOARD MEETING MINUTES
MAY 15, 2013**

The regular meeting of the Woodland Park Board was held on May 15, 2013, at the Port of Woodland, 115 Davidson Avenue, Woodland, WA 98674.

Chair Hammons called the meeting to order at approximately 5:08 p.m. Roll call found the following:

BOARD MEMBERS:

Virginia Allen
Mike Curry (Absent)
Brad Hammons, Chair
Karen Huddleston
Adonica Simpson

MAYOR/COUNCIL:

Al Swindell (Absent)
John Burke (Absent)
Susan Humbyrd (Absent)

STAFF:

Jody Bartkowski, Engineering Technician
Bart Stepp, Public Works Director

MINUTES

The March 20, 2013 minutes were approved as presented. The April 17, 2013 meeting was cancelled.

NEW BUSINESS

Welcome to Adonica Simpson

Chair Hammonds made introductions.

Special Events

• **Grace Community Church**

Discussion ensued regarding the scope of the event and inclusion of the public.

Board Member Allen moved to recommend City Council approve the Grace Community Church's request for use of Horseshoe Lake Park as presented. Board Member Huddleston seconded the motion. Allen, yes; Hammons, yes; Huddleston, yes; Simpson, yes. M/S/C.

Council Reports

Discussion ensued regarding changes in facility usage fees and cancellation of the Life Hope Pregnancy Walk.

Public Works Director Bart Stepp reported on a presentation to City Council requesting that alcohol be allowed in City Parks for Special Events. Council recommended the

request be forwarded to the Safety Committee for further review and then brought back to them on June 3, 2013. Discussion was held regarding why it was a Safety Committee issue, code language, which parks it would apply to, which events it would apply to, the application process, and the Boards previous comments regarding denial of alcohol in City parks.

Boat Trailer Parking

Bart reported that he had been contacted by a citizen regarding boat trailer parking at Horseshoe Lake Park. Discussion ensued regarding first come first serve, limiting space for so few people, using a portion of the east field, parking on City streets, parking in surrounding areas, and that this is only an issue in the busy summer months. No action was taken.

CONTINUED BUSINESS

- **Scott Hill Park and Sports Complex.** Sandy Larson, Rotary Club of Woodland and Hilltop Park Ad Hoc Committee member reported on the proposed Memorandum of Understanding (MOU), the Planter's Days float design, the possibility of using the Empress Estate for future events, the upcoming Gold Leaf Event, and reviewed conceptual drawings of the complex. For additional information see www.rotarypark.org.

Bart Stepp reported that land for a second access point has been secured and is now owned by the City. Discussion was held regarding access, possible neighborhood concerns, the potential for additional walking trails, and an additional piece of land that may be available through foreclosure at no cost to the City.

- **Horseshoe Lake Management.** Staff reported on pump status, ongoing water quality testing, and relayed a message from the Horseshoe Lake Management Committee requesting that the board continue to share information with them regarding special events using the water.
- **Budget 2013.** Bart Stepp reported that funds were used for the repair of equipment at Eagle and Horseshoe Lake Parks, that City Council discussed options for trying to water parks; and that the two full-time temporary park workers are on board

Discussion ensued regarding the balanced budget, the lack of funds for additional expenses, the replacement of garbage cans, installation of the garbage cans donated by McDonalds, and responses to the utility bill stuffer relating to park use, streets, and fluoridation of City water.

OTHER

- **City Council Committees** - Bart Stepp reported that City Council committee structures are changing in June and that one of the goals is to limit meetings. Discussion ensued regarding the necessity of meeting monthly, the need to review capital projects, the limited number of projects underway, abusing volunteer time, lack of pay for department heads, overtime for other City staff, and the ability to update through e-mail.
- **Police Station Construction** – Staff reported that the asphalt has been removed into

piles, that survey work has been completed, and that the site is ready for construction.

- **Nuisance/Junk Lots on Old Pacific Highway** – Discussion ensued regarding code authority to lien and require clean-up, the lack of City funds to move forward with clean-up, and how the lien process and cost recovery works.

ADJOURNMENT

The meeting was adjourned at approximately 6:30 p.m. The next regular meeting will be held at 5:00 p.m. on Wednesday, June 19, 2013, at the Port of Woodland's office building.

Minutes approved: _____

Jody Bartkowski, Park Board Secretary

Date

DRAFT



Cowlitz County Health Department

900 Ocean Beach Highway, Suite 1-B
Longview, WA 98632
TEL (360) 414-5599
FAX (360) 425-7531
www.co.cowlitz.wa.us/health

Board of County Commissioners

Mike Kamofski	District 1
Dennis Weber	District 2
James Misner	District 3

Tobacco Free Parks and Recreation Areas to Promote Health and Wellness in Cowlitz County

Background

- **Parks are established to promote healthy activities.** The purpose of park areas is to promote community wellness, and tobacco-free policies fit with this idea.
- **Secondhand smoke harms everyone.** Secondhand smoke is a human carcinogen for which there is no safe level of exposure. Exposure to secondhand smoke has immediate health consequences on the cardiovascular and respiratory systems. Secondhand smoke levels in outdoor public places can reach levels as high as those found in indoor facilities where smoking is permitted.
- **Cigarette litter is dangerous.** Discarded cigarettes pollute the land and water and may be ingested by toddlers, pets, birds, or fish.
- **Tobacco-free policies help change community norms.** Tobacco-free policies establish the community norm that tobacco use is not an acceptable behavior for young people or adults within the entire community.
- **Tobacco-free environments promote positive community role modeling and protect the health, safety, and welfare of all community members.**
- **Policies provide consistency among community athletic facilities and groups.** Many community athletic associations have tobacco-free policies but use city recreation facilities and would benefit from a county-wide policy.



Cowlitz County Residents Support Tobacco-Free Parks

County wide tobacco free parks would protect citizens from tobacco smoke and other tobacco related materials by disallowing cigarette and chewing tobacco in all county parks, which is not currently covered by the Smoking in Public Places Law.¹

86%

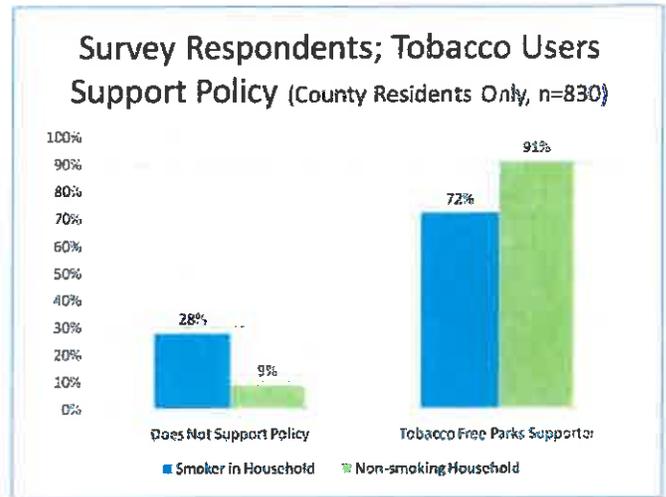
of Cowlitz County
residents who participated
in this survey support
tobacco-free parks

*Parks Survey 2012

What Residents Said about Tobacco-Free Parks

In June 2012 a survey was completed regarding tobacco issues in Cowlitz County. 883 persons completed the survey on-line (survey monkey) or on paper; 94% of them reported to be Cowlitz County residents (n=830).

Cowlitz County residents, smokers and non-smokers alike strongly favored of tobacco-free parks throughout the county. The responses (n=884) to the questions, "Would you like to see other tobacco-free areas? (Check all that apply)" were:



Area	% in favor of area becoming tobacco-free
Park around the Longview Public Library	71%
Mint Valley Golf Course	40%
Kelso Spray Park	64%
Kelso Parks	68%
Cowlitz Fair Grounds	80%
Cowlitz County Parks	69%

In addition to these areas that were listed, respondents were able to write in their own answers, 92 persons did so; **42% replied all public areas should be tobacco-free**, 15 comments (16%) were either already covered by the current law or didn't make sense, all areas where children are was the third most frequent reply (12%), and "No tobacco restrictions" was the 4th most common answer. Note, that there were 8 additional responses that listed specific parks that should be tobacco free (e.g., Castle Rock Parks) – we did not presume that the persons surveyed felt that all parks should be tobacco-free based on their response specifying one or a group of parks.

The Health Department recommends tobacco-free park environments that:

- Outline the specific outdoor recreational facilities that are covered (playgrounds, parks, beaches).
- Prohibit spectators and participants from using tobacco.
- Describe how facility users will be notified (user mailings, policy guidebooks, etc.).
- Outline how enforcement will occur.
- Provide education and communication for park and recreational facility users reduces policy violations.

The Department Recommends enforcement of the proposed policy occurs:

- Through self-enforcement by other park and recreation users.
- Similar to other park policies, specifically alcohol and litter policies, primary enforcement tool is signage.
- Other education outreach methods include policy manual, newsletter, and e-mail updates.
- Notify groups through use of signed statements from teams, participants, coaches, and parents.

**City Of Woodland
City Council Meeting Agenda Summary Sheet**

Agenda Item: Ordinance 1269 – Alcohol in Horseshoe Lake Park (final reading)	Agenda Item #:	<u>Action (B)</u>
	For Agenda of:	<u>June 17, 2013</u>
	Department:	<u>Public Works</u>
	Date Submitted:	<u>June 11, 2013</u>

Cost of Item:	<u>NA</u>
Amount Budgeted:	<u>NA</u>
Unexpended Balance:	<u>NA</u>

BARS #:	
Description:	

Department Supervisor: Public Works Department put together report

Committee Recommendation: Public Safety Committee asked for public input on June 3rd.

<p>Agenda Item Supporting Narrative (list attachments, supporting documents):</p> <p>1) Ordinance #1269, Alcohol in Parks</p>
<p>Summary Statement:</p> <p>City Council heard public comment on this Ordinance at the June 3rd meeting, reviewed written comments from citizen’s, and approved the Ordinance in its first reading</p> <p>The Public Safety Committee reviewed the ordinance at their May 20th meeting. The Public Safety Committee requested to get public input at the June 3rd meeting prior to taking a vote at the June 17th meeting.</p>

CITY OF WOODLAND

ORDINANCE NO. 1269

AN ORDINANCE AMENDING TITLE 9 (PUBLIC PEACE, MORALS, AND WELFARE) AS IT RELATES TO THE CONSUMPTION OF ALCOHOL AT HORSESHOE LAKE PARK

FINDINGS OF FACT

The City Council of the City of Woodland finds as follows:

WHEREAS, there has been a requested change in code to allow for the consumption of alcohol within beer and wine gardens at Horseshoe Lake Park;

WHEREAS, All procedural requirements of the Woodland Municipal Code (WMC) for these amendments shall be met;

AND WHEREAS, the City Council heard public comment and received written comments on the issue at their June 3rd, 2013 City Council Meeting;

ORDINANCE

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Woodland as follows:

1. Section WMC 9.26.080 – Opening or consuming liquor in public.

The existing code section is modified to read as follows:

9.26.080 – Opening or consuming liquor in public.

Except as permitted by state law (see RCW Title 66), and except in a beer garden or wine tasting area approved by the city under a special event permit according to section 9.26.115, no person shall open a package containing liquor or consume liquor in a public place. A person convicted of violating this section shall be subject to a fine not to exceed one hundred dollars.

2. Section WMC 9.26.100 – Possession of opened container.

The existing code section is modified to read as follows:

9.26.100 – Possession of opened container.

The possession of an opened container of alcoholic beverage at any place other than at private premises, a place of business, a beer garden or wine tasting area at Horseshoe Lake Park approved by the city according to section 9.26.115, or premises licensed by the Washington State Liquor Control board is prohibited.

3. Section WMC 9.26.110 – Possession and consumption - Prohibited.

The existing code section modified to read as follows:

9.26.110 – Possession and consumption - Limited.

The possession of an unopened container of alcoholic beverage or of an opened container of alcoholic beverage or the consumption of alcoholic beverage in or upon Horseshoe Lake or Horseshoe Lake Park, and any other city park, or upon the property of the Woodland School District is prohibited, except in a beer garden or wine tasting area at Horseshoe Lake Park approved by the city under a special event permit according to section 9.26.115.

4. Section WMC 9.26.115 – City approved beer gardens and/or wine tasting areas.

New code section to be inserted as follows:

NEW SECTION 9.26.115 – City-approved beer gardens and/or wine tasting areas.

Subject to approval by the city of a site plan designating areas within Horseshoe Lake Park as a beer garden and/or wine tasting areas submitted by festival organizers as part of a special event permit, and subject to all applicable requirements and regulations of the Washington State Liquor Control Board, wine, champagne and beer may be possessed, sold and consumed within such designated areas, provided that such designated areas will not open before 12:00 p.m. (noon) and shall close at or before 10:00 p.m. on each day of the event.

The City of Woodland can only approve a maximum of three special event permits a year allowing beer gardens and/or wine tasting areas at Horseshoe Lake Park.

To receive approval of a special event permit for a beer garden and/or wine tasting area at Horseshoe Lake Park the applicant must meet the following conditions:

- 1) The applicant must be a 501-3(c) non-profit organization.
- 2) The applicant will pay a \$250 non-waivable fee in addition to the regular special event permit fee. This fee is to cover additional costs the City will incur for Police and Public Works Staff time dealing with issues from the beer gardens and/or wine tasting areas.

5. Severability

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

6. Effective date

This ordinance shall become effective five (5) days after its publication in the media or paper of record as required by law.

7. Publishing

A Summary of this Ordinance shall be published.

This ordinance shall be in full force and effect five days after publication as required by law.

ADOPTED IN OPEN MEETING 17th day of June, 2013.

CITY OF WOODLAND, WASHINGTON

Approved:

Grover Laseke, Mayor

Attest:

Mari E. Ripp, Clerk / Treasurer

Approved as to form:

William J. Eling, City Attorney

**City Of Woodland
City Council Meeting Agenda Summary Sheet**

Agenda Item: Approval of Memorandum of Understanding between the City of Woodland and the Rotary Club of Woodland for Development of Sports/Athletic Fields and Facilities on City Parkland generally known as Scott Hill.

Agenda Item #: (D) Action
For Agenda of: 07/15/2013
Department: Mayor
Date Submitted: 07/10/2013

Cost of Item: _____
Amount Budgeted: _____
Unexpended Balance: _____

BARS #: _____
Description: _____

Department Supervisor Approval: Grover B. Laseke, Mayor / s /

Committee Recommendation: n/a

Agenda Item Supporting Narrative (list attachments, supporting documents):
 MOU – draft dated 7/9/2013

Summary Statement/Department Recommendation:
 City Attorney will give a final report on the status of the DRAFT MOU. Recommend approval.

**AGREEMENT BETWEEN THE CITY OF WOODLAND AND THE ROTARY CLUB OF
WOODLAND FOR DEVELOPMENT OF SPORTS/ATHLETIC FIELDS AND FACILITIES ON
CITY PARK LAND GENERALLY KNOWN AS "SCOTT HILL"**

AN AGREEMENT between the City of Woodland (hereinafter the "City"), a Washington non-charter code city, whose address is 230 Davidson Avenue, P.O. Box 9, Woodland, Washington 98674. And the Rotary Club of Woodland (hereinafter the "Rotary Club"), a non-profit service organization, for purposes of financing and construction of sports/athletic fields and facilities (hereinafter the "Facilities") on real property on Scott Hill recently acquired and owned by the City (hereinafter the "Park").

WHEREAS, the City is the owner of real property, a legal description of which is attached hereto and incorporated by reference herein as Exhibit A;

WHEREAS, the Park, when developed, will be a valuable recreational resource for the community; and that the development of the Facilities has been designated as a priority by the City and the City's Park Board;

WHEREAS, the City, as part of its park and recreational planning process, and as part of its final projects has found that the community's best interest would be served by seeing that improvements to the Park are constructed by community non-profit services as soon as practical;

WHEREAS, after purchase of the real property, the City does not have the short-term financial ability and cannot project the long-term financial ability, absent community contributions, to fund the design and development of the sports/athletic fields and facilities;

WHEREAS, the Rotary Club is a qualified service organization under RCW 35.21.278 and, as part of its community mission, is dedicated to assisting the City in the design and construction of the Facilities;

WHEREAS, the Rotary Club is willing to sponsor fund-raising drives and solicit charitable contributions for the project and contribute financial and other resources to the City [such as volunteer and in-kind donations] for the design and development of the Facilities at the Park;

WHEREAS, Washington law, specifically RCW 35.21.278, grants municipalities the legal authority to enter into contracts with local service organizations to facilitate park and recreational development without regard to competitive bidding and RCW 39.36 authorizes municipalities to enter into interlocal agreements for management, development, design, construction and construction oversight of the Facilities;

AND, WHEREAS, the City is willing to accept the financial and other resources offered by the Rotary Club for the design and development of sports/athletic fields in the Park and the Rotary is willing to accept the contractual and legal parameters set forth in this agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and performed by the parties hereto, it is hereby agreed as follows:

1. **Purpose.** The purpose of this Agreement is to define the responsibilities of the City and the Rotary Club in the development of sports/athletic fields and facilities in the Park and to provide for effective cooperation in the implementation of the provisions set forth herein. Both parties understand the necessity of frequent communication and agree to take the steps necessary to insure that regular communication occurs. Additional written agreements can be used on particular facets of the project (e.g., concession stand, etc.) when practical or as part of project phasing.

2. **Obligations of the Parties.**

CITY OBLIGATIONS

A. The City, by and through its Parks Board and designees, shall make advisers available to the Rotary Club for development of the Park;

B. The City shall assume the obligation to maintain and repair the Facilities upon acceptance and completion;

C. The City shall respond in a timely manner to questions and concerns of the Rotary Club;

D. Notwithstanding the above, the City shall not assume any responsibility for construction or for funding of the improvements or equipment initiated by Rotary Club.

ROTARY OBLIGATIONS

A. The Rotary Club shall perform fund-raising for the development and construction of the Facilities in the Park. The Rotary Club will follow Rotary policies, guidelines and directives for fund raising and sponsorships;

B. The Rotary Club shall inform the City regarding the Rotary Club's planning and side development of the Facilities. The Rotary Club shall chose equipment and materials with an emphasis on low-cost, high-quality, low-maintenance equipment/materials. All work shall meet City of Woodland construction standards. Rotary Club shall obtain all necessary permits and approvals as required by law.

C. The Rotary Club shall select the contractor(s) to perform the design and construction of the Facilities;

D. The Rotary Club shall inform and update the City's designated representative or designated public official regarding the design and construction of the Facilities;

E. The Rotary Club shall develop and coordinate fund-raising programs; collection, documentation and fiscal control of donations; provide receipts to donors; implement satisfactory internal financial controls; and adopt a procedure for release of funds for completed work;

F. The Rotary Club shall respond in a timely manner to questions and concerns of the City;

G. The Rotary Club shall be responsible for the construction of the park improvements on Scott Hill;

H. The Rotary Club shall provide quarterly or semi-annual reports to the City Parks Board concerning the status of its efforts and the progress made in fund-raising;

I. The Rotary Club shall transfer to the City or its designee, any ownership interest, whether legal or equitable, in the property, fixtures or equipment Rotary Club has purchased for the Facilities;

J. The Rotary Club shall provide as-built drawings or other construction related documentation to the City prior to the opening of the Facilities for use by the public.

3. **Term.** The term of this Agreement shall commence upon the mutual execution of this Agreement and shall remain in effect unless the Agreement is terminated earlier by either party under Section 23 of this Agreement. The Rotary Club shall proceed with their obligations in a timely and diligent manner but shall not have any responsibility for delays caused by others beyond the control of the Rotary Club or that were not reasonably foreseeable.

4. **Oversight Administration.** This Agreement shall be administered by the City's Parks Board and by the City Public Works Department or their designee solely for the purpose of oversight and policy coordination. The Rotary Club will retain the independent responsibility to construct, design, and direct the improvements. Nothing in this Agreement shall derogate neither from the regulatory authority of the City nor the City's statutory and inherent authority to set standards for park development by resolution or by ordinance.

5. **Time Line/Phasing.** The Parties understand that timeline for completing the Facilities is subject to a number of variables which are outside the control of the parties [e.g., success in fund-raising]. Nevertheless, the parties agree that at the earliest opportunity they will draft a general, informal time-line based on a five-year target completion date. Likewise, after fund-raising results are known, the parties agree to re-evaluate the scope of the project and determine whether the Facilities must be constructed in phases.

6. **Acting Independently From The City.** The Rotary Club and the City understand and expressly agree that the Rotary Club is acting independently from the City in the performance of each and every part of this Agreement. The Rotary Club assumes the entire responsibility for carrying out and accomplishing the work/services required under this Agreement. The Rotary Club shall have the sole judgment of the means, mode or manner of the actual performance of work/services required under this Agreement. Additionally, and as an independent contractor, the Rotary Club and their employees shall make no claim of City employment nor shall claim against the City and any related employment benefits, social security, and/or retirement.

Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Rotary Club and/or any officer, employee or agent of the Rotary Club and the City. The Rotary Club shall obtain whatever licenses or bonds required by law to perform its obligations under this Agreement.

7. **Parameters on Naming Rights.** The parties acknowledge that fund-raising efforts can be maximized when contributors can acquire "naming rights" to amenities or equipment paid for through their financial contribution. To facilitate such fund-raising, the City agrees that Rotary Club may represent that a person making a significant financial contribution may request that the amenity or equipment purchased with the contribution will have a memoriam or honorarium of the contributor's choosing, subject to the City's approval, which will not be unreasonably withheld.

8. **No Third Party Rights.** This Agreement is entered into for the sole benefit of the parties. It shall confer no benefits or rights, direct or indirect, on any third parties. No person or entity other than the City and the Rotary Club may rely upon or enforce any provision of this agreement. The City shall have no obligation to replace or to repair tools, machinery, or equipment lost, damaged or stolen used by Rotary Club or its members, contractors, agents, assigns, contributors or volunteers. The City shall not be a guarantor or surety of any Rotary Club obligation.

9. **Qualifications of Contractors and Subcontractors.** Rotary Club agrees to retain contractors and subcontractors who are qualified to perform the work. At a minimum, a "qualified" party will be licensed for the work to be performed, be bonded and have insurance insuring the work done, even when the work performed is an "in-kind" contribution. Volunteers shall be supervised by contractors meeting the requirements of this paragraph.

10. **Assignability of Warranties.** The work shall be warranted that all materials, equipment, and/or services provided under this contract shall be fit for the purposes for which intended, for merchantability, and shall conform to the requirements and specifications. Rotary Club shall obtain a written agreement from contractors, subcontractors, equipment and material providers that all warranties on the work or materials is assignable to the City or its successor or assigns.

11. **License to Enter Property.** The City grants Rotary Club a non-exclusive, revocable license to enter the Park for the purpose of design and construction. Fund-raising events held at the Park will require a supplemental license. The license is not assignable but shall apply to contractors and volunteers who have entered and remain upon the property for the sole purpose of performing work on the project. The license is not a lease and is not intended to create either a legal or equitable interest in the real property. Rotary Club shall notify the City of any injury or other claim event within 5 days of its occurrence or within 5 days of when Rotary Club has notice. The failure of the City to insist on the performance of any of the terms and conditions of this license, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as waiving either the terms and conditions of the license or the breach.

12. **Indemnification and Hold Harmless.**

A. Each party hereto agrees to maintain responsibility and assumes liability in the Performance of this Agreement for its own wrongful and/or negligent acts or omissions, and those of its officers, agents or employees to the fullest extent allowed by law;

B. Rotary Club shall assume all liability for and shall indemnify and save harmless the City of Woodland, and its officers and employees from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising during construction, whether such operations are performed by Rotary Club or by any subcontractor or by anyone directly or indirectly employed by either of them occurring on or about the premises, or the ways and means adjacent;

C. All contractors and subcontractors shall warrant that all materials, equipment, and/or services provided under this contract shall be fit for the purposes for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the City shall not alter or affect the obligations of contractors and subcontractors or the rights of the City;

D. Notwithstanding any provision herein, Rotary Club shall not be liable to the City for property damage to the park caused by the fault of any contractors, subcontractors, or persons not employed by the Rotary Club, provided contractors and subcontractors maintain commercially adequate insurance coverage;

E. Nothing contained in this section or this Agreement shall create a liability or a right of indemnification in any third party;

F. Rotary Club shall require contractors and subcontractors to waive immunity under Title 51 RCW to the extent required to indemnify, defend and save harmless the City and its agencies, officers or employees. To satisfy statutory requirements, any agreement with a contractor or subcontractor shall include this provision and shall be mutually negotiated by the parties.

13. Assignment. Rotary Club may not assign this Agreement. The City may assign this Agreement to another municipality with jurisdiction or to a special purpose district by interlocal agreement.

14. Nondiscrimination. During the performance of this Agreement, the Parties shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law.

15. Compliance With Law. The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement including the laws applicable to building construction and accessibility for the disabled.

16. Compliance with Public Records Laws. Given the short period of time allowed cities to respond to public records requests, the Rotary Club agrees to promptly provide records requested by the City pertaining to the project, but the Rotary Club retains the right to seek a limiting order from a court to prevent release of information not subject to public records laws. In the event, in the opinion of either party, there is a material change in Washington law affecting the project, the parties reserve the right to cancel or to amend this Agreement.

17. Insurance.

A. Rotary Club understands the City does not maintain liability or other insurance for the Rotary Club or its employees, contractors, subcontractors and volunteers;

B. Rotary Club shall maintain commercial general liability insurance and motor vehicle liability insurance with limits approved by the City but not less than \$500,000 naming the City of Woodland, its officials, employees, agents, successors and assigns as additional insureds on an ISO Form and for limits without restrictive endorsements approved by the City;

C. Rotary Club shall also obtain a builder's risk policy with no co-insurance requirement and an architectural/design naming the City of Woodland, its officials, employees, agents, successors and assigns as additional insureds on an ISO Form and for limits approved by the City;

D. The insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days written notice has been received by the City, transmitted by certified mail, return receipt requested. Any contractor hired by Rotary shall include subcontractors as insureds under the Contractors' policies and provide proof.

18. Waiver of Breach. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

19. Dispute Resolution. In order to resolve in a timely manner any disputes through cooperation and negotiation, the City and the Rotary Club shall meet to discuss any outstanding issues related to the development of the Facilities and the implementation and interpretation of this Agreement. In the event the issues cannot be resolved in this manner, the parties agree to engage a mediator.

20. Integration. This Agreement contains all of the terms and conditions agreed on by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, are deemed to exist or to bind either of the parties.

21. Modifications. The parties may modify this Agreement but no proposed changes or modifications shall have validity or become binding on either party unless such changes or modifications are in writing and executed by both parties.

22. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held invalid.

B. If any provision of this Agreement is in conflict with any statute or regulation of the State of Washington, that provision which may be in conflict shall by mutual written agreement be deemed inoperative and null and void to the extent it may conflict, and shall be modified to conform to such statute or regulation.

23. **Termination.** Either party may terminate this Agreement, with or without cause, by written notice from either party to the other party thirty (30) days in advance of the termination.

24. **Survival.** Any provision of this Agreement which imposes an obligation after expiration or termination of this Agreement shall survive the expiration or termination and shall bind the parties.

25. **Notices.** Unless otherwise stated herein, all notices and demands are required in written form and sent to the parties at their addresses as follows:

TO: CITY OF WOODLAND
Grover Laseke, Mayor
230 Davidson Avenue
Post Office Box 9
Woodland, Washington 98674

TO: ROTARY CLUB OF WOODLAND
c/o Robert Hasbrouck, President
Columbia State Bank, Woodland Branch
782 Goerig Street
Woodland, Washington 98674

26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

27. **Authority to Sign.** The undersigned representative for the City of Woodland certifies he has the authority to execute this Agreement on behalf of the City as a binding contract. The undersigned representative for the Rotary Club certifies he has the authority to execute this agreement on behalf of the Rotary Club as a binding contract.

CITY OF WOODLAND

ROTARY CLUB OF WOODLAND

Grover Laseke, Mayor
Date: _____

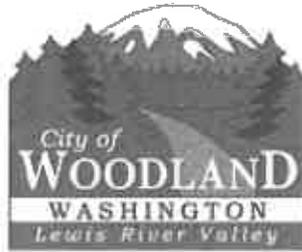
Robert Hasbrouck, President
Date: _____

ATTEST:

Mari Ripp, City Clerk

Approved as to form only:

William J. Eling, City of Woodland Attorney



PRESS RELEASE

VACANCY

Horseshoe Lake Management Committee

The City of Woodland currently has a vacancy on the Horseshoe Lake Management Committee. To qualify, you must be a member of the community, either residing within the city limits of the City of Woodland or areas adjacent thereto. Meetings are held on the 2nd Thursday of each month at 5:00 p.m. or as necessary.

Interested persons may obtain an application packet at the City Hall Annex, 230 Davidson Avenue, P.O. Box 9, Woodland, WA 98674 or download a copy from the City's website at www.ci.woodland.wa.us. For questions, please contact Jody Bartkowski at (360) 225-7999.

The Commission was created to address problems, research possible solutions, identify possible funding sources, and make recommendations to the Woodland City Council. This is a volunteer position appointed by the Mayor. The term is opened-ended.

Applications will be accepted through Tuesday, July 30, 2013 or until the position is filled.

PUBLICATION: **The Reflector, Wednesday, July, 17 2013**

CC: Webmaster
 Post Office
 City Hall
 Annex
 Clerk Treasurer

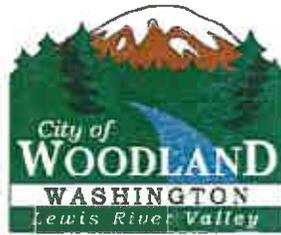
Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Impact Fees: Park Revenue						
352-000-000-308-10-00-00	BFB - Reserved	\$0.00	\$20,608.49	\$12.00	171,737.42%	(\$20,596.49)
Planning and Development Services						
352-000-000-345-85-00-00	Park Impact Fees	\$4,464.00	\$14,508.00	\$11,160.00	130.00%	(\$3,348.00)
Total Planning and Development Services		\$4,464.00	\$14,508.00	\$11,160.00	130.00%	(\$3,348.00)
Total Revenue		\$4,464.00	\$35,116.49	\$11,172.00	314.33%	(\$23,944.49)
Total Impact Fees: Park		\$4,464.00	\$35,116.49	\$11,172.00	314.33%	(\$23,944.49)

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Impact Fees: Park						
Nonexpenditures						
Interfund Loan Disbursements						
Loan Repayment Issued						
352-000-000-581-20-20-00	IF Loan Repay To 301/CPR General	\$0.00	\$0.00	\$11,172.00	0.00%	\$11,172.00
Total Loan Repayment Issued		\$0.00	\$0.00	\$11,172.00	0.00%	\$11,172.00
Total Interfund Loan Disbursements		\$0.00	\$0.00	\$11,172.00	0.00%	\$11,172.00
Total Nonexpenditures		\$0.00	\$0.00	\$11,172.00	0.00%	\$11,172.00
Capital Expenditures						
352-000-000-594-76-61-00	C/O Park Construction	\$0.00	\$1,291.34	\$0.00		(\$1,291.34)
Total Capital Expenditures		\$0.00	\$1,291.34	\$0.00		(\$1,291.34)
Total Impact Fees: Park		\$0.00	\$1,291.34	\$11,172.00	11.56%	\$9,880.66

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Park						
Revenue						
101-000-000-308-80-00-00	BFB - Unreserved	\$0.00	\$21,961.79	\$27,218.00	80.69%	\$5,256.21
Taxes						
General Property Taxes						
101-000-000-311-10-00-00	Property Taxes	\$5,408.17	\$63,302.99	\$111,969.00	56.54%	\$48,666.01
Total General Property Taxes		\$5,408.17	\$63,302.99	\$111,969.00	56.54%	\$48,666.01
Total Taxes		\$5,408.17	\$63,302.99	\$111,969.00	56.54%	\$48,666.01
Miscellaneous Revenues						
Rents, Leases and Concessions						
Space & Facilities Rentals (Short-Term)						
101-000-000-362-40-75-00	Rentals: Community Center	\$345.00	\$1,586.25	\$2,000.00	79.31%	\$413.75
101-000-000-362-40-75-10	Rentals: HS Lake Shelter Area	\$135.00	\$785.00	\$2,000.00	39.25%	\$1,215.00
Total Space & Facilities Rentals (Short-Term)		\$480.00	\$2,371.25	\$4,000.00	59.28%	\$1,628.75
Total Rents, Leases and Concessions		\$480.00	\$2,371.25	\$4,000.00	59.28%	\$1,628.75
Other Miscellaneous Revenues						
101-000-000-369-90-00-00	Miscellaneous	\$200.00	\$3,800.00	\$0.00		(\$3,800.00)
Total Other Miscellaneous Revenues		\$200.00	\$3,800.00	\$0.00		(\$3,800.00)
Total Miscellaneous Revenues		\$680.00	\$6,171.25	\$4,000.00	154.28%	(\$2,171.25)
Nonrevenues						
101-000-000-389-00-00-00	Key Deposits/Community Center	\$200.00	\$2,150.00	\$3,000.00	71.67%	\$850.00
101-000-000-389-00-01-00	Key Deposits/HS Lake Shelter	\$100.00	\$850.00	\$2,000.00	42.50%	\$1,150.00
Total Nonrevenues		\$300.00	\$3,000.00	\$5,000.00	60.00%	\$2,000.00
Other Financing Sources						
Transfers-In						
101-000-000-397-00-07-00	Contribution from 001/General Fund	\$750.00	\$4,500.00	\$9,000.00	50.00%	\$4,500.00
Total Transfers-In		\$750.00	\$4,500.00	\$9,000.00	50.00%	\$4,500.00
Total Other Financing Sources		\$750.00	\$4,500.00	\$9,000.00	50.00%	\$4,500.00
Total Revenue		\$7,138.17	\$98,936.03	\$157,187.00	62.94%	\$58,250.97
Total Park		\$7,138.17	\$98,936.03	\$157,187.00	62.94%	\$58,250.97

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Park - EXPENSE						
101-000-000-508-80-00-00	EFB - Unreserved	\$0.00	\$0.00	\$1,228.00	0.00%	\$1,228.00
Cultural and Recreational Facilities						
Multipurpose And Community Centers						
101-000-000-575-50-31-00	Operating Supplies	\$0.00	\$27.41	\$500.00	5.48%	\$472.59
101-000-000-575-50-42-00	Communications	\$54.02	\$336.43	\$1,600.00	21.03%	\$1,263.57
101-000-000-575-50-47-00	Utilities	\$56.47	\$1,172.00	\$4,500.00	26.04%	\$3,328.00
101-000-000-575-50-48-00	Repairs/Maintenance: Building	\$0.00	\$96.97	\$815.00	11.90%	\$718.03
101-000-000-575-50-49-00	Miscellaneous	\$0.00	\$0.00	\$300.00	0.00%	\$300.00
Total Multipurpose And Community Centers		\$110.49	\$1,632.81	\$7,715.00	21.16%	\$6,082.19
Total Cultural and Recreational Facilities		\$110.49	\$1,632.81	\$7,715.00	21.16%	\$6,082.19
Park Facilities						
Administration						
101-000-000-576-10-10-00	Salaries	\$6,162.00	\$23,362.61	\$49,000.00	47.68%	\$25,637.39
101-000-000-576-10-20-00	Personnel Benefits	\$2,041.89	\$10,323.02	\$16,500.00	62.56%	\$6,176.98
101-000-000-576-10-31-00	Operating Supplies	\$93.12	\$2,184.91	\$6,000.00	36.42%	\$3,815.09
101-000-000-576-10-32-00	Fuel Consumed	\$209.34	\$507.12	\$1,200.00	42.26%	\$692.88
101-000-000-576-10-45-00	Rentals	\$344.00	\$1,426.00	\$4,000.00	35.65%	\$2,574.00
101-000-000-576-10-47-00	Utilities	\$89.49	\$1,807.32	\$21,000.00	8.61%	\$19,192.68
101-000-000-576-10-48-00	R & M: Buildings & Equipment	\$2,148.78	\$6,593.66	\$4,000.00	164.84%	(\$2,593.66)
101-000-000-576-10-49-00	Miscellaneous	\$0.00	\$215.80	\$0.00		(\$215.80)
101-000-000-576-10-49-20	Horseshoe Lake Management	\$0.00	\$1,026.68	\$1,200.00	85.56%	\$173.32
Total Administration		\$11,088.62	\$47,447.12	\$102,900.00	46.11%	\$55,452.88
Total Park Facilities		\$11,088.62	\$47,447.12	\$102,900.00	46.11%	\$55,452.88
Nonexpenditures						
101-000-000-589-00-00-00	Key Deposit Refunds: Comm Center	\$350.00	\$1,700.00	\$3,000.00	56.67%	\$1,300.00
101-000-000-589-00-01-00	Key Deposit Refunds: HSL Shelter	\$150.00	\$350.00	\$2,000.00	17.50%	\$1,650.00
Total Nonexpenditures		\$500.00	\$2,050.00	\$5,000.00	41.00%	\$2,950.00
Capital Expenditures						
101-000-000-594-76-64-00	C/O Equipment: Park	\$0.00	\$0.00	\$2,000.00	0.00%	\$2,000.00
101-000-000-594-76-66-00	C/O Park: Copier	\$0.00	\$416.04	\$1,000.00	41.60%	\$583.96
Total Capital Expenditures		\$0.00	\$416.04	\$3,000.00	13.87%	\$2,583.96
Transfer Out						
101-000-000-597-00-00-03	Contribution to 001/General	\$3,112.00	\$18,672.00	\$37,344.00	50.00%	\$18,672.00
Total Transfer Out		\$3,112.00	\$18,672.00	\$37,344.00	50.00%	\$18,672.00
Total Park		\$14,811.11	\$70,217.97	\$157,187.00	44.67%	\$86,969.03

RECEIVED
 JUL 01 2013
 CITY OF WOODLAND



P.O. Box 9
 Woodland, WA 98674

Dear Facility User:

Thank you for using our facility, we hope you had a pleasant experience.

In an effort to continue to make your time at our facility enjoyable, we have included a simple questionnaire. Your comments and suggestions will help us better serve the community and to make your experience enjoyable. Please take a few moments to fill out the questionnaire and return it in the postage paid envelope provided.

Please mark which facility you used and the date:

<input type="checkbox"/>	Horseshoe Covered Area	Date of Use: (optional)
<input checked="" type="checkbox"/>	Community Center	
<input type="checkbox"/>	Council Chambers	

6/2/13 - WHS Baccalaureate

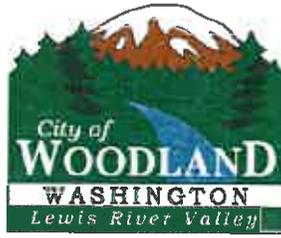
Please rate the applicable categories in the boxes below. *Note: If the category does not apply leave blank.*

If you have any comments please write them in the column marked comments.

	P	S	E	Comments
Facility clean upon arrival		✓		
Tables/Chairs in good condition		✓		
Garbage containers empty upon arrival	✓			<i>Some waste baskets unemptied</i>
Cleaning supplies easily accessible		✓		
Kitchen equipment functional				<i>Didn't use or need.</i>
Thermostat functional				<i>Didn't use or need.</i>
Other(s)				

P=Poor S=Satisfactory E=Excellent

Reservations are accepted each year, starting in November. To make reservations for city facilities please call (360) 225-8281.



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<input checked="" type="checkbox"/>	Community Center	
<input type="checkbox"/>	Council Chambers	

April - 26 - 2013

Please rate the applicable categories in the boxes below. *Note: If the category does not apply leave blank.*

If you have any comments please write them in the column marked comments.

	P	S	E	Comments
Facility clean upon arrival		<input checked="" type="checkbox"/>		
Tables/Chairs in good condition			<input checked="" type="checkbox"/>	
Garbage containers empty upon arrival			<input checked="" type="checkbox"/>	
Cleaning supplies easily accessible			<input checked="" type="checkbox"/>	
Kitchen equipment functional			<input checked="" type="checkbox"/>	
Thermostat functional			<input checked="" type="checkbox"/>	
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