

**PARKS & RECREATION BOARD AGENDA  
5:00 P.M. WEDNESDAY, FEBRUARY 19, 2014**

**\*\* NEW PERMANENT LOCATION \*\***

**WOODLAND POLICE STATION - COUNCIL CHAMBERS  
200 East Scott Avenue - Woodland, WA 98674**

**MINUTES**

December 18, 2013 Approval (January 2014 Meeting Cancelled)

**NEW BUSINESS**

Council Action

- Park Use Agreements
  - Get Bold Events - Blooms to Brews Half Marathon
  - Moose Lodge - Easter Egg Hunt
  - Moose Lodge - Fishing Derby
  - Woodland Planter's Days - Planter's Days
  - Pacific NW Newfoundland Club - Water Rescue Trials
  - Woodland Moose - Winterfest
- Horseshoe Lake Park Trail Project Funding (CDBG)
- Scott Hill Park Urban Forestry Restoration Project Funding (DNR)
- Park and Recreation Plan Update

**CONTINUED BUSINESS**

Scott Hill Park & Sports Complex

Horseshoe Lake Management

**OTHER**

Membership Contact List Review

Facility Questionnaires

Project Update

**ADJOURNMENT**

Next regular meeting - 5:00 p.m., Wednesday, March 13, 2014, Woodland Police Station - Council Chambers, 200 East Scott Avenue. Scott Hill Park & Sports Complex Ad Hoc Committee meetings will be held directly following, as necessary.

**CITY OF WOODLAND  
PARK BOARD MEETING MINUTES  
DECEMBER 18, 2013**

The regular meeting of the Woodland Park Board was held on December 18, 2013, at the Woodland Police Station - Council Chambers, 200 East Scott Avenue, Woodland, WA 98674.

Chairman Hammons called the meeting to order at approximately 5:10 p.m. Roll call found the following:

**BOARD MEMBERS:**

Virginia Allen  
Mike Curry  
Brad Hammons, Chairperson  
Karen Huddleston, Vice-Chairperson  
Adonica Simpson

**MAYOR/COUNCIL:**

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

**STAFF:**

Jody Bartkowski, Engineering Technician  
Bart Stepp, Public Works Director

**MINUTES**

The September 18, 2013 minutes were approved as presented. The October 2013 and November 2013 meetings were previously cancelled.

**NEW BUSINESS**

**Council Action**

- **2014 Budget.** Copies of the 2014 budget were distributed. Bart Stepp, Public Works Director, spoke regarding the 2014 numbers. Discussion ensued regarding low revenue, costs similar to previous years, funds added for park watering, the return of temporary summer hires, impact fee funds, and construction of the Horseshoe Lake Park Trail project. Proposed trail designs will be presented for review after January 1, 2014.

**CONTINUED BUSINESS**

- **Scott Hill Park and Sports Complex.** Sandy Larson, Rotary Club of Woodland and Hilltop Park Ad Hoc Committee discussed the status of park development, including design, construction costs, and fundraising.
- **Horseshoe Lake Management.** Boardmember Curry reported on Horseshoe Lake Management Committee activity and the status of the Lake. Testing has been discontinued for winter, the Washington Department of Fish and Wildlife (WDFW) was unable to complete the transfer of grass carp from Silver Lake to Horseshoe Lake, the lake level is rising slowly, and clarity looks good.

**OTHER**

- **Park and Recreation Plan Update.** Staff reported that an update of the Park and Recreation Plan element of the Comprehensive Plan will occur in 2014 with assistance from the Park Board.

**ADJOURNMENT**

The meeting was adjourned at approximately 6:00 p.m. The next regular meeting will be held at 5:00 p.m. on Wednesday, January 15, 2014, at the Woodland Police Station - Council Chambers.

Minutes approved: \_\_\_\_\_

\_\_\_\_\_  
Jody Bartkowski, Park Board Secretary

\_\_\_\_\_  
Date



# SPECIAL EVENTS AGREEMENT

|                      |          |
|----------------------|----------|
| For Office Use Only: |          |
| (Usage Date)         | _____    |
| Fee:                 | \$ _____ |
| Deposit:             | \$ _____ |
| Total Due:           | \$ _____ |

Applicant Name: Karen King Phone Number: 503 318-1466  
 Organization / Business: Get Bold Events Fax Number: \_\_\_\_\_  
 Mailing Address: 819 SE 14th Loop Ste 101 Email: Karen@getboldevents.co  
Battle Ground WA

Are you a recognized Non-profit Organization?  Yes  No If yes, please attach a copy of your Non-profit 501-3 (c) with this form for eligibility. **IN PROCESS...**

Please mark the facilities desired, times, and dates of use.

### Terms and Dates of Use

Usage Date(s): 13 April 12, 2014 Day(s) of Week: Sunday  
 Arrival Time: 5 AM Departure Time: 2 pm  
 Day of Contact Person: Karen King  
 Phone Number: (503) 318-1466

#### Type of Activity:

- Parade  Street Closure  Street Sale  Athletic Run/Walk  Park Event  
 Other \_\_\_\_\_

#### Usage Area:

- Horseshoe Lake Shelter  Large Field  
 Beach Front  Hoffman Plaza  
 Use of Lake Other: \_\_\_\_\_  
 Mini Shelter Other: \_\_\_\_\_

Gate Open  yes  no

Please list any Street Closures: \_\_\_\_\_  
 Expected number of participants: 700  
 Expected number of spectators: 200

|  |                      |                         |
|--|----------------------|-------------------------|
| Office Use Only:                                   | Amount Paid \$ _____ | Key#/Color: _____       |
| Approved or Denied by Woodland Park Board: _____   | Date: _____          | Date: _____             |
| Approved or Denied by Woodland City Council: _____ | Receipt No. _____    | Date Returned: _____    |
|  | Comments: _____      | Refund Clk#/Date: _____ |

Please use checklist to ensure we have all the details we need to process your request.

- Detailed timeline of event activities beginning with setup and ending with cleanup
  - Proposed site plan (see list of plan requirements below)
  - Insurance naming the city as additional insured for event dates if the event is held on city property
  - Dance Permit if there is to be music (recorded or live). Please see fee schedule listed on the Dance Permit
  - Extra porta-potties for groups larger than 100
  - Notification to neighbors and/or businesses of event if necessary
  - Evacuation Plan (if applicable)
  - Medical/Emergency response plan (if applicable)
  - First Aid/Medical Services provided by Aurora Radio Dispatchers
  - Temporary structure and vehicle access will comply with current fire code and WAC 51.54, International Fire Code Chapter 345.24  yes  no
  - Provisions made for:
    - Parking
    - Litter
    - Security
- Will Police/Security be required?  yes  no

Site plan requirements

- Proposed road closure points and any roadway or driveway obstructions
- Temporary fencing
- Access Points
- Parking identified for special event use
- Location of tents, booths, temporary structures, amusement rides, etc.
- Dimensions of drive aisles and vehicle access
- Cooking, open flames, fireworks and other heat sources
- Fire extinguishers (if applicable)

Please Read Carefully

- All events must go through City Council and possibly Park Board. Please submit event application 2 months prior to event to ensure that a timely approval.
- Start and finish at stated time
- Adult supervision is required at ALL TIMES
- Please give 24-hour notice of cancellation
- Use only facilities listed on application
- No tobacco, smoking, or alcohol beverages
- Premises must be cleaned and vacated by 10 pm
- Obtain key (if needed) from the City Hall Annex during business hours for the tap water in the Horseshoe Lake Shelter.
- Deposit will be refunded 10 to 14 days following your event
- User is responsible for damages and clean-up
- Failure to observe rules and regulations of the City may result in loss of usage privileges
- Any emergency situation or bad weather may cause cancellation of facilities without notification.

**NOTICE:** Deposits will be non-refundable if city employee is called out to unlock, clean up, etc.

**Agreement:** The undersigned hereby makes application to the City of Woodland for use of city facilities described above and certifies that the information given in this application is correct. The undersigned further states that he/she has the authority to make this application for the applicant and agrees that the applicant will observe all rules and regulations of Woodland Municipal Code and policies of the city in which the facilities are requested.

Applicant agrees that City of Woodland and City of Woodland agents, employees, and directors shall not be liable for any damage to person or property by reason of the negligent acts of Applicant, its agents, employees, invitees, or subcontractors. Applicant agrees to protect indemnify for costs, legal and other expenses, and hold harmless City of Woodland and its officers, employees, directors and agents from claims, liabilities, or suits arising out of injury to person or property from negligent acts of Applicant, its agent, employees, invitees, or subcontractors.

Applicant's Signature: \_\_\_\_\_

*Karen King*

Date: 8/7/2013



Elba Benzler  
phone: (360) 852-4189  
email: elba@getboldevants.com

Karen King  
phone: (503) 318-1466  
email: karen@getboldevants.com

Get Bold Events proposes to direct and organize the 2nd Annual Blooms to Brews Half Marathon & 10K running/walking event at Horse Shoe Lake on April 12, 2014.

A portion of the proceeds benefit the Scott Hill Park and Sports Complex. Our first annual event on April 21, 2013 we were able to donate \$2,000. Our goal is to grow this event and be able to donate more each year!

We would like to include the special use for Alcohol in the park. The area for the proposed beer garden would be fenced with one entrance/exit. The entrance/exit would be secured by Coast to Coast Event Services who be providing security guards.

We expect 700--900 participants/spectators. We will provide enough port-a-potty and garbage disposal to accommodate these numbers. Post race food such as bagels, peanut butter, oranges, bananas, protein bars, etc. will be served. We will have a live D.J. on site, no power is necessary as he has his own generator.

In 2013 we used the Amateur Radio Dispatchers and are recruiting them again for 2014 for first aid/medical response services on the event grounds and on the course.

The Half Marathon course will begin at 8:30am, and the 10K course will begin at 8:45am. The course is on low traveled roads for the most part and will be open for 4 hours. Stopping traffic as runners exit out of Horse Shoe Lake may be necessary.

We anticipate the event wrapping up no later than 2pm.

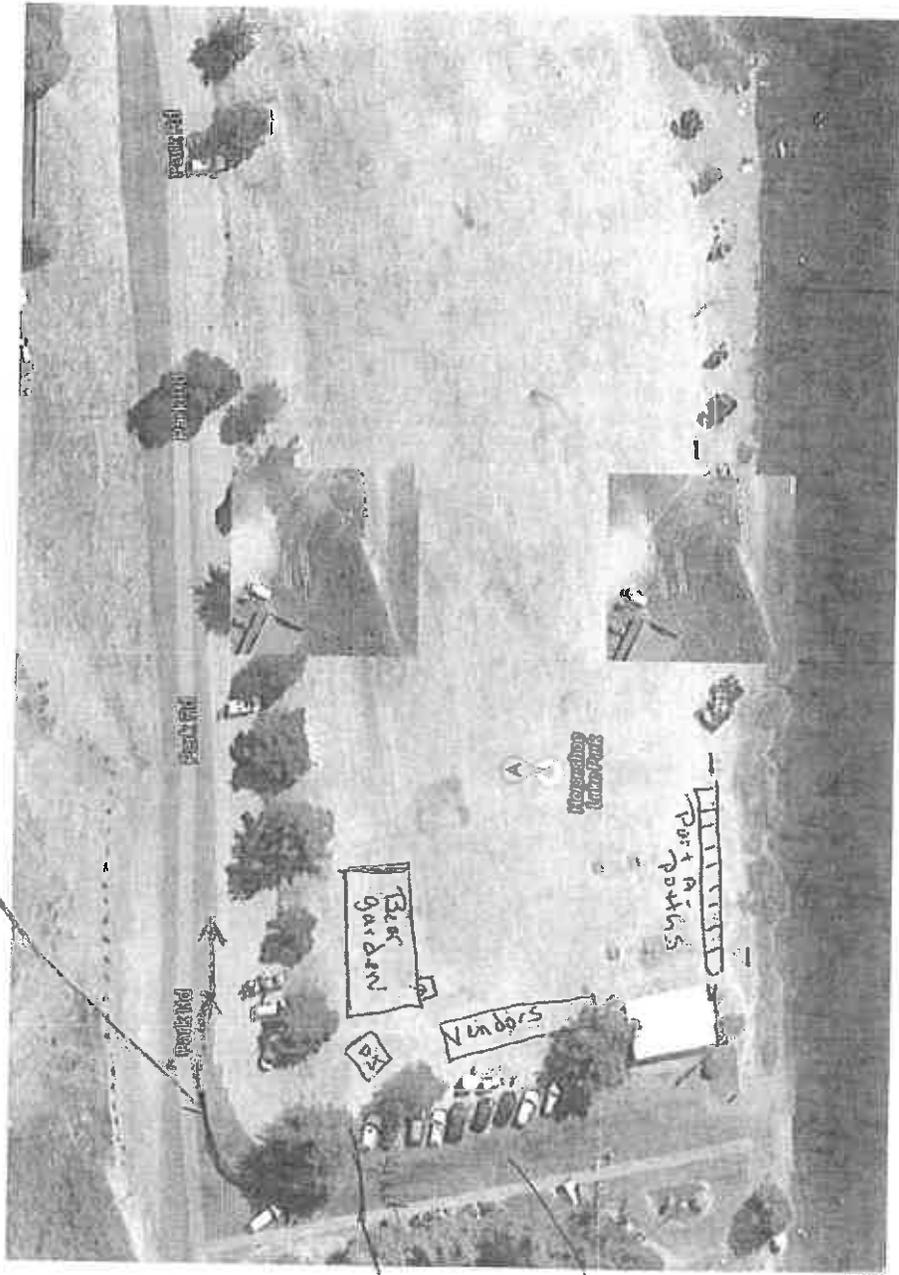
Please contact us for any further questions or concerns. We really look forward to working with the City of Woodland!

Sincerely,

Elba Benzler  
Karen King

To see all the details that are visible on the screen, use the "Print" link next to the map.

Google  
Runners exit & return  
on Deer Road



FINISH  
START  
LINE

Road  
Closed

## Jody Bartkowski

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**From:** Mari Ripp  
**Sent:** Thursday, January 23, 2014 4:53 PM  
**To:** Jessica Myers; Al Swindell; Bart Stepp; Brad Gillaspie PD; Grover Laseke; Jennifer Heffernan; Marilee McCall; Rob Stephenson PD; Scott Perry; Susan Humbyrd; Benjamin Fredricks; Marshall Allen  
**Cc:** Jody Bartkowski  
**Subject:** RE: Get Bold Special Event Date Change

If you have any objections to moving it to Sunday, 4 /13/14 please let me know by 01/31/14. Thank you!!

Mari E. Ripp  
Clerk-Treasurer, CMC, PFO, CPFIM

City of Woodland  
PO Box 9, Woodland WA 98674  
(360) 225-8281 x114; (360)225-7336 fax  
[rippm@ci.woodland.wa.us](mailto:rippm@ci.woodland.wa.us)  
[www.ci.woodland.wa.us](http://www.ci.woodland.wa.us)



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**From:** Jessica Myers  
**Sent:** Thursday, January 23, 2014 4:25 PM  
**To:** Al Swindell; Bart Stepp; Brad Gillaspie PD; Grover Laseke; Jennifer Heffernan; Mari Ripp; Marilee McCall; Rob Stephenson PD; Scott Perry; Susan Humbyrd; Benjamin Fredricks; Marshall Allen  
**Cc:** Jody Bartkowski  
**Subject:** Get Bold Special Event Date Change

Good Afternoon,

Yesterday I received an e-mail from Karen King with the Get Bold Event. On her special event she put down 04/12/14, but meant to put down 04/13/14. I looked on the calendar and Sunday the 13<sup>th</sup> is open. If you have any objections to moving it to Sunday, 01/13/14 please let me know by 01/31/14. Thank you!!

Jessica Myers  
Administrative Clerk  
City of Woodland  
360-225-8281 ext 110



# SPECIAL EVENTS AGREEMENT

|                 |          |
|-----------------|----------|
| Office Use Only |          |
| (Usage Date)    |          |
| Fee:            | \$ _____ |
| Deposit:        | \$ _____ |
| Total Due:      | \$ _____ |

Applicant Name: DALE JEFFERIES Phone Number: 225-7736  
 Organization / Business: WOODLAND MOOSE Fax Number: 225-5074  
 Mailing Address: P.O. Box 1930 Email: lodge2394@moose  
WOODLAND, WA 98674 UNIT5.055

Are you a recognized Non-profit Organization?  Yes  No If yes, please attach a copy of your Non-profit 501-3 (c) with this form for eligibility.

Please mark in (including desired times and dates of use)

### Terms and Dates of Use

Usage Date(s): 4-20-14 Day(s) of Week: SATURDAY  
 Arrival Time: 7:00 AM Departure Time: 12:00 NOON  
 Day-of Contact Person: DALE JEFFERIES  
 Phone Number: 360-609-2238

Type of Activity:

- Parade  Street Closure  Street Sale  Athletic Run/Walk  Park Event  
 Other \_\_\_\_\_ COMMUNITY EASTER EGG HUNT

Usage Area:

- Horseshoe Lake Shelter  Large Field  
 Beach Front  Hoffman Plaza  
 Use of Lake Other: \_\_\_\_\_  
 Mini Shelter Other: \_\_\_\_\_

Gate Open  yes  no

Please list any Street Closures: \_\_\_\_\_  
 Expected number of participants: 200+  
 Expected number of spectators: 500+

|   |                      |                        |
|---|----------------------|------------------------|
| Office Use Only:                                    | Amount Paid \$ _____ | Key#/Color: _____      |
| Approved o Denied o<br>Woodland Park Board: _____   | Date: _____          | Date: _____            |
| Approved o Denied o<br>Woodland City Council: _____ | Receipt No. _____    | Date Returned: _____   |
|   | Comments: _____      | Refund Ck#/Date: _____ |

**Please use checklist to ensure we have all the details we need to process your request.**

- Detailed timeline of event activities beginning with setup and ending with cleanup
- Proposed site plan (see list of plan requirements below)
- Insurance naming the city as additional insured for event dates if the event is held on city property
- Dance Permit if there is to be music (recorded or live). Please see fee schedule listed on the Dance Permit
- Extra porta-potties for groups larger than 100
- Notification to neighbors and/or businesses of event if necessary
- Evacuation Plan (if applicable)
- Medical/Emergency response plan (if applicable)
- First Aid/Medical Services provided by \_\_\_\_\_
- Temporary structure and vehicle access will comply with current fire code and WAC 51.54, International Fire Code Chapter 345.24  yes  no
- Provisions made for:
  - Parking
  - Litter
  - Security
- Will Police/Security be required?  yes  no

**Site plan requirements**

- Proposed road closure points and any roadway or driveway obstructions
- Temporary fencing
- Access Points
- Parking identified for special event use
- Location of tents, booths, temporary structures, amusement rides, etc.
- Dimensions of drive isles and vehicle access
- Cooking, open flames, fireworks and other heat sources
- Fire extinguishers ( if applicable)

**Please Read Carefully**

- All events must go through City Council and possibly Park Board. ~~Please submit event application 2 months prior to event to ensure that a timely approval~~
- No tobacco, smoking, or alcohol beverages
- Premises must be cleaned and vacated by 10 pm
- Obtain key (if needed) from the City Hall Annex during business hours for the tap water in the Horseshoe Lake Shelter.
- Start and finish at stated time
- Deposit will be refunded 10 to 14 days following your event
- Adult supervision is required at ALL TIMES
- User is responsible for damages and clean-up
- Please give 24-hour notice of cancellation
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Applicant's Signature: \_\_\_\_\_

*Dale L. Jefferson*

Date: \_\_\_\_\_

1-8-14



# SPECIAL EVENTS AGREEMENT

|                  |          |
|------------------|----------|
| Office Use Only: |          |
| (Usage Date)     |          |
| Fee:             | \$ _____ |
| Deposit:         | \$ _____ |
| Total Due:       | \$ _____ |

Applicant Name: DALE JEFFERIES Phone Number: 225-7736  
 Organization / Business: WOODLAND MOOSE Fax Number: 225-5074  
 Mailing Address: PO BOX 1930 Email: lodge2394@mooseunits.org  
WOODLAND, WA 98674

Are you a recognized Non-profit Organization?  Yes  No If yes, please attach a copy of your Non-profit 501-3 (c) with this form for eligibility.

Please mark the facilities, times, and dates of use.

### Terms and Dates of Use

Usage Date(s): 5-9-14 + 5-10-14 Day(s) of Week: FRIDAY + SATURDAY  
 Arrival Time: 10:00AM 5-9-14 Departure Time: 4:00PM 5-10-14  
 Day-of-Contact Person: DALE JEFFERIES  
 Phone Number: 360-609-1238

Type of Activity:

- Parade  Street Closure  Street Sale  Athletic Run/Walk  Park Event  
 Other \_\_\_\_\_ **KIDS FISHING DERBY**

Usage Area:

- Horseshoe Lake Shelter  Large Field  
 Beach Front  Hoffinan Plaza  
 Use of Lake Other: \_\_\_\_\_  
 Mini Shelter Other: \_\_\_\_\_

Gate Open  yes  no

Please list any Street Closures: \_\_\_\_\_

Expected number of participants: 200+

Expected number of spectators: 300+

|   |                      |                        |
|---|----------------------|------------------------|
| Office Use Only:  | Amount Paid \$ _____ | Key#/Color: _____      |
| Approved <input type="checkbox"/> Denied <input type="checkbox"/><br>Woodland Park Board: _____   | Date: _____          | Date: _____            |
| Approved <input type="checkbox"/> Denied <input type="checkbox"/><br>Woodland City Council: _____ | Receipt No. _____    | Date Returned: _____   |
|   | Comments: _____      | Refund Ck#/Date: _____ |

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- Extra porta-potties for groups larger than 100
- Notification to neighbors and/or businesses of event if necessary
- Evacuation Plan (if applicable)
- Medical/Emergency response plan (if applicable)
- First Aid/Medical Services provided by \_\_\_\_\_
- Temporary structure and vehicle access will comply with current fire code and WAC 51.54, International Fire Code Chapter 345.24  yes  no
- Provisions made for:
  - Parking
  - Litter
  - Security
- Will Police/Security be required?  yes  no

**Site plan requirements**

- Proposed road closure points and any roadway or driveway obstructions
- Temporary fencing
- Access Points
- Parking identified for special event use
- Location of tents, booths, temporary structures, amusement rides, etc.
- Dimensions of drive isles and vehicle access
- Cooking, open flames, fireworks and other heat sources
- Fire extinguishers ( if applicable)

**Please Read Carefully**

- \* All events must go through City Council and possibly Park Board. Please submit event application 2 months prior to event to ensure that a timely approval
- \* Start and finish at stated time
- \* Adult supervision is required at ALL TIMES
- \* Please give 24-hour notice of cancellation
- \* Use only facilities listed on application
- \* No tobacco, smoking, or alcohol beverages
- \* Premises must be cleaned and vacated by 10 pm
- \* Obtain key (if needed) from the City Hall Annex during business hours for the tap water in the Horseshoe Lake Shelter.
- \* Deposit will be refunded 10 to 14 days following your event
- \* User is responsible for damages and clean-up
- \* Failure to observe rules and regulations of the City may result in loss of usage privileges
- \* Any emergency situation or bad weather may cause cancellation of facilities without notification.

**NOTICE: Deposits will be non-refundable if city employee is called out to unlock, clean up, etc.**

**Agreement** The undersigned hereby makes application to the City of Woodland for use of city facilities described above and certifies that the information given in this application is correct. The undersigned further states that he/she has the authority to make this application for the applicant and agrees that the applicant will observe all rules and regulations of Woodland Municipal Code and policies of the city in which the facilities are requested.

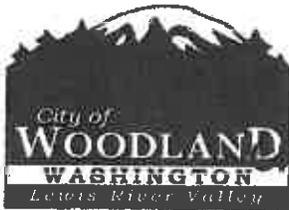
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Applicant's Signature: \_\_\_\_\_

*Dale L. Jefferson*

Date: \_\_\_\_\_

1-8-14



RECEIVED

JAN 1 5 2014 SPECIAL EVENTS AGREEMENT CITY OF WOODLAND

For Office Use Only: (Usage Date) Fee: \$ Deposit: \$ Total Due: \$

Applicant Name: John J. BURKE Phone Number: 360 225 9888 Organization / Business: WOODLAND PLANTERS DAYS Fax Number: 360 225 3490 Mailing Address: PO Box 1041 WOODLAND WA 98674 Email: JJ@WOODLANDWAChamber.com

Are you a recognized Non-profit Organization? 0 Yes 0 No If yes, please attach a copy of your Non-profit 501-3 (c) with this form for eligibility.

Please mark the facilities desired, times, and dates of use.

Terms and Dates of Use

Usage Date(s): 6-19-22 2014 Day(s) of Week: THURSDAY TO SUNDAY Arrival Time: 2 PM 6-19 Departure Time: SUN 4 PM Day-of-Contact Person: JJ Phone Number: 360 225 9888

Type of Activity:

- Parade Street Closure Street Sale Athletic Run/Walk Park Event Other VENDORS

Usage Area:

- Horseshoe Lake Shelter Beach Front Use of Lake Mini Shelter Large Field Hoffman Plaza Other: Other:

Gate Open X yes no

Please list any Street Closures: AS PER LETTER

Expected number of participants: 5000

Expected number of spectators: 5000

Office Use Only: Amount Paid \$ Key#/Color: Approved o Denied o Woodland Park Board: Date: Receipt No. Date Returned: Approved o Denied o Woodland City Council: Comments: Refund Ck#/Date:

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  - Notification to neighbors and/or businesses of event if necessary
  - Evacuation Plan (if applicable)
  - Medical/Emergency response plan (if applicable)
  - First Aid/Medical Services provided by \_\_\_\_\_
  - Temporary structure and vehicle access will comply with current fire code and WAC 51.54, International Fire Code Chapter 345.24  yes  no
  - Provisions made for:
    - Parking
    - Litter
    - Security
- Will Police/Security be required?  yes  no

**Site plan requirements**

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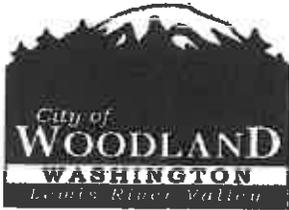
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Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

1-14-2014



# SPECIAL EVENTS AGREEMENT

|                      |          |
|----------------------|----------|
| For Office Use Only: |          |
| (Usage Date)         | _____    |
| Fee:                 | \$ _____ |
| Deposit:             | \$ _____ |
| Total Due:           | \$ _____ |

Applicant Name: Cheryl Bordenio Phone Number: 503 591-9187  
 Organization / Business: Pacific NW Newfoundland Club Fax Number: \_\_\_\_\_  
 Mailing Address: 20600 SW Johnson Email: CMB555@aol.com  
Alsea OR 97006

Are you a recognized Non-profit Organization?  Yes  No If yes, please attach a copy of your Non-profit 501-3 (c) with this form for eligibility.

Please mark the facilities desired, times, and dates of use.

### Terms and Dates of Use

Usage Date(s): 9/20-21/14 Day(s) of Week: Sat-Sun  
 Arrival Time: 7:00 AM Departure Time: 5:00 PM  
 Day-of Contact Person: Cheryl Bordenio  
 Phone Number: 503 312-7592

Type of Activity:

Parade  Street Closure  Street Sale  Athletic Run/Walk  Park Event

Other annual Water Rescue Trials

electricity in Shelter Bldg

Usage Area:

Horseshoe Lake Shelter  Large Field  
 Beach Front  Hoffman Plaza  
 Use of Lake Other: Gravel  
 Mini Shelter Other: please anticipate our park walk thru

Gate Open  yes  no Fri for porta john drop for trash/letter pick up each day.

Please list any Street Closures: \_\_\_\_\_

Expected number of participants: 20

Expected number of spectators: 20

gate open Fri/Sat/Sun/ Mon AM

|   |                      |                        |
|---|----------------------|------------------------|
| Office Use Only:                                    | Amount Paid \$ _____ | Key#/Color: _____      |
| Approved o Denied o<br>Woodland Park Board: _____   | Date: _____          | Date: _____            |
| Approved o Denied o<br>Woodland City Council: _____ | Receipt No. _____    | Date Returned: _____   |
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- Detailed timeline of event activities beginning with setup and ending with cleanup
- Proposed site plan (see list of plan requirements below)
- Insurance naming the city as additional insured for event dates if the event is held on city property
- Dance Permit if there is to be music (recorded or live). Please see fee schedule listed on the Dance Permit
- Extra porta-potties for groups larger than 100
- Notification to neighbors and/or businesses of event if necessary
- Evacuation Plan (if applicable)
- Medical/Emergency response plan (if applicable)
- First Aid/Medical Services provided by \_\_\_\_\_
- Temporary structure and vehicle access will comply with current fire code and WAC 51.54, International Fire Code Chapter 345.24  yes  no
- Provisions made for:
  - Parking
  - Litter
  - Security
- Will Police/Security be required?  yes  no

Site plan requirements

- Proposed road closure points and any roadway or driveway obstructions
- Temporary fencing
- Access Points
- Parking identified for special event use
- Location of tents, booths, temporary structures, amusement rides, etc.
- Dimensions of drive isles and vehicle access
- Cooking, open flames, fireworks and other heat sources
- Fire extinguishers ( if applicable)

**Please Read Carefully**

- All events must go through City Council and possibly Park Board. Please submit event application 2 months prior to event to ensure that a timely approval.
- Start and finish at stated time
- Adult supervision is required at ALL TIMES
- Please give 24-hour notice of cancellation
- Use only facilities listed on application
- No tobacco, smoking, or alcohol beverages
- Premises must be cleaned and vacated by 10 pm
- Obtain key (if needed) from the City Hall Annex during business hours for the tap water in the Horseshoe Lake Shelter.
- Deposit will be refunded 10 to 14 days following your event
- User is responsible for damages and clean-up
- Failure to observe rules and regulations of the City may result in loss of usage privileges
- Any emergency situation or bad weather may cause cancellation of facilities without notification.

**NOTICE: Deposits will be non-refundable if city employee is called out to unlock, clean up, etc.**

Agreement The undersigned hereby makes application to the City of Woodland for use of city facilities described above and certifies that the information given in this application is correct. The undersigned further states that he/she has the authority to make this application for the applicant and agrees that the applicant will observe all rules and regulations of Woodland Municipal Code and policies of the city in which the facilities are requested.

Applicant agrees that City of Woodland and City of Woodland agents, employees, and directors shall not be liable for any damage to person or property by reason of the negligent acts of Applicant, its agents, employees, invitees, or subcontractors. Applicant agrees to protect indemnify for costs, legal and other expenses, and hold harmless City of Woodland and its officers, employees, directors and agents from claims, liabilities, or suits arising out of injury to person or property from negligent acts of Applicant, its agent, employees, invitees, or subcontractors.

Applicant's Signature: Cheryl Rondino Date: 12/19/13



# SPECIAL EVENTS AGREEMENT

|                  |          |
|------------------|----------|
| Office Use Only: |          |
| (Usage Date)     |          |
| Fee:             | \$ _____ |
| Deposit:         | \$ _____ |
| Total Due:       | \$ _____ |

Applicant Name: DALE JEFFERIES Phone Number: 225-7736  
 Organization / Business: WOODLAND MOOSE Fax Number: 225-5074  
 Mailing Address: PO BOX 1930 Email: lodge239@a.mooseunits.org  
WOODLAND, WA 98674

Are you a recognized Non-profit Organization?  Yes  No If yes, please attach a copy of your Non-profit 501-3 (c) with this form for eligibility.

Please print the facility desired, times, and dates of use.

### Terms and Dates of Use

Usage Date(s): 12-6-14 Day(s) of Week: SATURDAY  
 Arrival Time: 11:00 AM Departure Time: 9:00 PM  
 Day-of Contact Person: DALE JEFFERIES  
 Phone Number: 360-609-7238

### Type of Activity:

- Parade  Street Closure  Street Sale  Athletic Run/Walk  Park Event

Other \_\_\_\_\_

**WINTERFEST**

### Usage Area:

- Horseshoe Lake Shelter  Beach Front  Use of Lake  Mini Shelter  
 Large Field  Hoffman Plaza  
 Other: \_\_\_\_\_  
 Other: \_\_\_\_\_

Gate Open  yes  no

Please list any Street Closures: \_\_\_\_\_

Expected number of participants: 200+

Expected number of spectators: 300+

|  |                      |                        |
|--|----------------------|------------------------|
| Office Use Only:                                 | Amount Paid \$ _____ | Key#/Color: _____      |
| Approved o Denied o Woodland Park Board: _____   | Date: _____          | Date: _____            |
| Approved o Denied o Woodland City Council: _____ | Receipt No. _____    | Date Returned: _____   |
|  | Comments: _____      | Refund Ck#/Date: _____ |

Please use checklist to ensure we have all the details we need to process your request.

- Detailed timeline of event activities beginning with setup and ending with cleanup
- Proposed site plan (see list of plan requirements below)
- Insurance naming the city as additional insured for event dates if the event is held on city property
- Dance Permit if there is to be music (recorded or live). Please see fee schedule listed on the Dance Permit
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- Provisions made for:
  - Parking
  - Litter
  - Security
- Will Police/Security be required?  yes  no

Site plan requirements

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- Temporary fencing
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- Parking identified for special event use
- Location of tents, booths, temporary structures, amusement rides, etc.
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- Cooking, open flames, fireworks and other heat sources
- Fire extinguishers ( if applicable)

**Please Read Carefully**

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- Obtain key (if needed) from the City Hall Annex during business hours for the tap water in the Horseshoe Lake Shelter.
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- Deposit will be refunded 10 to 14 days following your event
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- Please give 24-hour notice of cancellation
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- Use only facilities listed on application
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Applicant agrees that City of Woodland and City of Woodland agents, employees, and directors shall not be liable for any damage to person or property by reason of the negligent acts of Applicant, its agents, employees, invitees, or subcontractors. Applicant agrees to protect indemnify for costs, legal and other expenses, and hold harmless City of Woodland and its officers, employees, directors and agents from claims, liabilities, or suits arising out of injury to person or property from negligent acts of Applicant, its agent, employees, invitees, or subcontractors.

Applicant's Signature: \_\_\_\_\_

*Dale L. Jefferson*

Date: \_\_\_\_\_

1-8-14

**City Of Woodland  
Council Agenda Summary Sheet**

|  |   |
|--|---|
| <b>Agenda Item:</b><br>Approval of contract with Clark County, Department of Community Services for \$62,000 grant for the Horseshoe Lake Park Trail Project | <b>Agenda Item #:</b> Action ( N)<br><b>For Agenda of:</b> January 6, 2014<br><b>Department:</b> Public Works<br><b>Date Submitted:</b> December 30, 2013 |
|--|---|

|                            |           |
|----------------------------|-----------|
| <b>Cost of Item:</b>       | \$100,000 |
| <b>Amount Budgeted:</b>    | \$100,000 |
| <b>Unexpended Balance:</b> | \$100,000 |

|   |
|---|
| <b>BARS #:</b> Fund 321- Horseshoe Lake Park Trail<br><b>Description:</b> Horseshoe Lake Park Trail Project |
|---|

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

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

- 1) Proposed Contract for Horseshoe Lake Park Trail Grant from Clark County CDBG
- 2) Horseshoe Lake Park Trail Site Plan from Grant Application

**Summary Statement:**  
Background:  
As part of the 2014 budget the City Council approved the Horseshoe Lake Park Trail Project. \$62,000 of this project will come from Clark County CDBG Funds. The estimated total cost of the project is \$100,000. The city matching funds will come from the Park Improvement (Fund 300) and Park SDC (Fund 302) funds. The contract between the City and Clark County for administration of the grant funds needs to be approved by City Council to proceed with the project.

Design will be completed by March of 2014 with construction slated in May and early June so that construction is complete before Planter's Day. Staff recommends approval.

**AGREEMENT  
BETWEEN**

**CLARK COUNTY, Department of Community Services**  
 PO Box 5000, Vancouver, Washington 98666-5000, (360) 397-2130

**AND**

**CITY OF WOODLAND**  
 PO Box 9  
 Woodland, WA 98674

**Program/Services Being Funded:** Horseshoe Lake Trail  
**Period of Performance:** Upon Signature through August 31, 2014  
**Contract Period:** Upon Signature through September 30, 2014  
**Budget Authority:** \$62,000  
**Funding Source:** Federal - HUD (CFDA #14.218)

| Contractor Program Contact                             | Contractor Fiscal Contact                              | County Program Contact   | County Fiscal Contact  |
|--|--|--|--|
| Bart Stepp<br>360-225-7999<br>steppb@ci.woodland.wa.us | Marl Ripp<br>(360) 225-8281<br>rippm@ci.woodland.wa.us | Samantha Whitley<br>(360) 397-2075 ext 7842<br>samantha.whitley@clark.wa.gov | Rhonda Dimick<br>(360) 397-2075 ext 7836<br>rhonda.dimick@clark.wa.gov |

This Agreement consists of the following exhibits:  
 Budget Summary  
 Statement of Work  
 Special Terms and Conditions

Clark County and the City of Woodland (the Contractor) agree to the terms and conditions of the County's Basic Interagency Agreement and this Agreement by signing below:

**FOR CLARK COUNTY:**

**FOR THE CITY OF WOODLAND:**

\_\_\_\_\_  
 Mark McCauley, County Administrator

\_\_\_\_\_  
 Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
 Title

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 Clark County Deputy Prosecuting Attorney

Date: \_\_\_\_\_

**CDBG BUDGET SUMMARY  
WOODLAND HORSESHOE LAKE TRAIL**

| <u>Source</u>                   | <u>Fund Amount</u> |
|---------------------------------|--------------------|
| A. Clark County CDBG            | \$62,000           |
| 2013 CDBG:                      | \$19,988           |
| Reprogrammed:                   | \$42,012           |
| B. City of Woodland Local Funds | \$9,456            |
| C. In-Kind Match                | \$17,149           |

| Itemized Cost           | Total Cost    | A.<br>County<br>CDBG | B.<br>Woodland<br>Local Funds | C.<br>In-Kind<br>Match |
|-------------------------|---------------|----------------------|-------------------------------|------------------------|
| <b>1. PROJECT COSTS</b> |               |                      |                               |                        |
| A. Construction         | 71,456        | 62,000               | 9,456                         |                        |
| B. Engineer/Architect   | 17,149        |                      | 5,000                         | 12,149                 |
| <b>PROJECT TOTALS</b>   | <b>88,605</b> | <b>62,000</b>        | <b>14,456</b>                 | <b>12,149</b>          |

Match is 30% (26,605/88,605). City's original CDBG application requested \$75,700 and showed a 20% match. If project comes in under budget, City may use less local funds and will be committed to no less than 20% match.

**STATEMENT OF WORK  
City of Woodland  
Horseshoe Lake Trail**

**PROJECT DESCRIPTION**

Funds will be used for the construction of a new six-foot wide asphalt pedestrian trail in Horseshoe Lake Park that connects existing park amenities. Approximately 2,600 feet of ADA-compliant trail will be developed. The trail will connect three park benches, the covered picnic area, the Hoffman Plaza, the boat launch, the playground and the skate park.

All recreation improvements shall meet the standards for recreation facilities established by the United States Access Board, found at: <http://www.access-board.gov/guidelines-and-standards/recreation-facilities>. The parking spaces, sidewalks, trail from the parking to the picnic tables, and restroom shall meet the Uniform Federal Accessibility Standards (49 FR 31528) (<http://www.access-board.gov/ufas/ufas-html/ufas.htm>).

In consideration of the benefits to be derived from this Contract, the County agrees to provide CDBG funds to the Contractor for the project described herein and in the Contractor's proposal and according to the project budget and terms in this Contract. The Contractor shall follow the procedures contained in the current edition of the Clark County CDBG Procedures Manual. In the event the Contractor fails to follow these procedures, the County may treat such as a breach of this Contract which shall be handled according to the Corrective Action section in the Basic Interagency Agreement.

**PERIOD OF PERFORMANCE, CONTRACT PERIOD AND EXPENDITURE SCHEDULE**

- A. The Contract period begins on the date signed by the County through September 30, 2014.
- B. The Period of Performance begins on the date signed by the County and ends on August 31, 2014. All services must be provided, all CDBG funds shall be expended, and all billable costs incurred within the Period of Performance. Billings shall be submitted in accordance with the schedule in the Payment Procedures section of the Special Terms and Conditions. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.

**PROJECT BUDGET**

The County will provide the Contractor with funds in an amount not to exceed the amount shown on the Agreement face sheet and on the Budget Summary for purposes of completing the project described above. The use of these funds shall be expressly limited to the activities described in this Agreement.

**PAYMENT PROVISIONS**

1. The County will pay the Contractor on a cost reimbursement basis. The Contractor shall submit an invoice, including a quarterly summary of program progress and accomplishments, and other required documentation. The invoice shall include the following:
  - a. A summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail. However, the Statement of Work contains details of the specific billable items for this Contract and some of the requirements below may not apply.
    - i. For direct costs, detail will include:

- **Salaries and benefits:** name or employee ID number, salary/benefits paid, and dates;
  - **Other direct costs:** vendor names, dates of service and amount.
- ii. **For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:**
    - **Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or**
    - **A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.**
  - iii. **For administrative costs, the Contractor shall comply with federal, state, and local regulations. The basis for administrative changes shall be OMB Circulars A-122 (Cost Principles for Non-Profits) and A-87 (Cost Principles for Local Governments). No administration costs are covered under this Contract.**
- b. **For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work was funded by the County and by other parties.**
2. **Match Requirements. When approximately 50 percent of the CDBG funds have been expended and with each voucher thereafter, the Contractor shall document total match expenditures in proportion to the amount requested. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary. The required match may be cash or in kind.**
  3. **Time of Payment. The County will make payment to the Contractor as soon as practicable but not more than 15 days after an invoice is received and approved by the Department of Community Services unless other acceptable payment arrangements are agreed to by the County and Contractor.**
  4. **Payment Provisions for Construction Projects where Federal Labor Standards Apply, and Executed Change Orders. For construction projects subject to Federal Labor Standards Provisions (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s). The final billing for retainage shall include copies of all executed change orders and the final total of project costs.**

**PROJECT SCHEDULE  
City of Woodland  
Horseshoe Lake Trail**

**The Contractor shall plan and administer the project in accordance with the Project Schedule.**

---

| <b><u>ACTIVITY</u></b>                         | <b><u>COMPLETION DATE</u></b> |
|--|-------------------------------|
| <b>Design and approval process</b>             | <b>January -- March 2014</b>  |
| <b>Bid invitation and contractor selection</b> | <b>April 2014</b>             |
| <b>Construction</b>                            | <b>May -- June 2014</b>       |
| <b>Project close out</b>                       | <b>August 2014</b>            |

## **SPECIAL TERMS AND CONDITIONS COMMUNITY DEVELOPMENT BLOCK GRANT**

The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and receives block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations published by the U.S. Department of Housing and Urban Development (HUD) at 24 CFR Part 570. The County and various cities within Clark County have agreed to cooperate in the undertaking of essential community development and housing assistance activities, and the County desires to have services performed by the Contractor as described within this Agreement and the Contractor's proposal for the purpose of implementing eligible activities under the Act and HUD regulations.

### **ACCESS, MONITORING AND INSPECTIONS**

In addition to the monitoring requirements in the County Basic Interagency Agreement, and so that the County can comply with OMB circulars and state and federal grant requirements for monitoring, the County, and duly authorized officials of the State and Federal government, shall have the right of access to and the right to examine or transcribe any records, books, financial statements, papers and documents relating to the project. The records and documents with respect to all matters covered by this Agreement will be subject at all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this Agreement and during the period of retention specified in these Special Terms and Conditions. This may include contracts and agreements the Contractor has with other entities in fulfillment of this Agreement.

### **ACCESSIBILITY**

All work must conform to the Uniform Federal Accessibility Standards (49 FR 31528) (<http://www.access-board.gov/ufas/ufas-html/ufas.htm>).

### **ACQUISITION AND RELOCATION**

1. Any acquisition of real property for any activity assisted under this Agreement which occurs on or after the date of the Contractor's submission of its CDBG application to the County will comply with Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (42 USC, Sections 4601 - 4655) and the regulations at 24 CFR 42, as provided in 24 CFR 570.606.
2. Any acquisition, demolition, or conversion to another use of real property assisted under this agreement shall comply with Section 104(d) of the Housing and Community Development Act of 1974 which requires the one-for-one replacement of all occupied or vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than low/moderate-income dwelling units.
3. Any displacement of persons, businesses, non-profit organizations or farms occurring on or after the date of the Contractor's submission of its CDBG application as the result of acquisition of real property assisted under this Agreement will comply with Title II of the Uniform Act and the regulations at 24 CFR 42. The Contractor will comply with the regulations pertaining to costs of relocation and written policies, as specified by 24 CFR 570.606. The Contractor shall notify the County at least 45 days before any acquisition, demolition or conversion of any housing unit when CDBG funds are involved.

### **ADMINISTRATIVE REQUIREMENTS**

The Contractor shall comply with the following requirements and standards:

1. **For governmental and public agencies:**
  - OMB Circular A-87, "Cost Principles for State and Local Governments"
  - 24 CFR 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as modified by 24 CFR 570.502(a)
  - OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations"
2. **For non-governmental agencies:**
  - OMB Circular A-122, "Cost Principles for Non-Profit Organizations"
  - 24 CFR 84, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," as modified by 24 CFR 570.502(b)
  - OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations"

### **ANTI-LOBBYING**

By signing this Agreement the Contractor certifies that, to the best of its knowledge and belief:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

### **COMMENCEMENT OF PROJECT**

Upon release of project-related funds by HUD pursuant to 24 CFR Part 58 (NEPA Environmental Review Procedures), the County will furnish the Contractor with written notice to proceed. No work on the project shall occur prior to the Notice to Proceed without prior written approval from the County.

## **CONFLICT OF INTEREST (24 CFR 570.611)**

### **1. Applicability**

- a. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
  - b. In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703(i)).
2. **Conflicts prohibited.** The general rule is that no persons described in paragraph 1 of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted by these funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity assisted by these funds, or with respect to the proceeds of the activity assisted by these funds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
  3. **Persons covered.** The conflict of interest provisions of paragraph b. of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this Agreement.

## **CONSTRUCTION DOCUMENTS**

1. The Contractor will submit to the County all project components, including plans, specifications, bid documents, RFPs, RFQs and estimates that will be paid with CDBG funds for review and comment at least ten (10) working days prior to requesting bids for construction.
2. All specifications and drawings will be in conformance with current engineering and design standards of the jurisdiction where the project is located, and with the general specifications set forth in the Contractor's application for this project. All plans, specifications, and drawings shall be completed, stamped and signed by a licensed professional architect, landscape architect, or engineer.
3. Any change in the scope of the project shall require a modification of this Agreement.
4. The Contractor shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, county, state and federal law.
5. The Contractor will appropriately bid, award the contract, and contract for construction of the project. The Contractor will assume the rights and responsibilities of owners of the project,

except that the County will provide funds for the improvements generally described in this Agreement.

6. In the event not all improvements can be made with the project funds, the County, in consultation with the Contractor, shall determine the priority of the improvements to be made.
7. The Contractor will provide the County with one set of final record documents: the "As-Built" plans, which are stamped, certified, and signed.

#### **CONTRACTOR REGISTRATION**

The Contractor shall obtain a DUNS number and keep current DUNS registration, and the Contractor shall register with System for Award Management (SAM) <https://www.sam.gov/portal/public/SAM/>, in accordance with 2 CFR Part 170.

#### **COPYRIGHT**

If this Agreement results in any copyright material, County reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for governmental purposes.

#### **DEBARMENT AND SUSPENSION**

1. The Contractor shall comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by HUD at 2 CFR 2424, Nonprocurement Debarment and Suspension. The Contractor certifies that neither it nor its principals, officers, employees and subcontractor(s) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. That information is available at <https://www.sam.gov/>.
2. The Contractor shall provide written certification of the above to the County within thirty days of the start of this Contract, and maintain evidence of compliance in personnel files or with the subcontractor's documents.

#### **DOCUMENTS INCORPORATED BY REFERENCE**

In addition to the other documents and circulars referenced throughout this Contract, each of the documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any amendments, modifications or supplements thereto:

- The Basic Interagency Agreement with Clark County
- Contractor's proposal for CDBG funds
- CDBG Program Policies and Procedures, as now established or hereafter amended
- Current version of HUD income limits
- Environmental review record (ERR) for the project

#### **DUPLICATION OF COSTS**

The Contractor certifies that work performed under this Agreement does not duplicate any work to be charged against any other Agreement, Contract, Statement of Work, or other source.

#### **EMPLOYMENT VERIFICATION PROGRAM**

The Contractor shall register with the Department of Homeland Security (DHS) E-Verify program prior to starting work under this Contract. The Contractor shall enter into a Memorandum of Understanding (MOU) with the DHS E-Verify program, and submit the MOU to the County. When new employees are hired, the Contractor shall update the information on the E-Verify website, and at the end of the Contract, the Contractor shall submit the written documentation of the authorized employment status of their employees and those of any sub-contractor(s) assigned to the Contract. E-Verify information and enrollment is available at the Department of Homeland Security web page: [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **ENTIRE AGREEMENT**

The parties agree that this Agreement is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Agreement and cause for termination. The parties recognize that time is of the essence in the performance of this Contract. The parties agree that the forgiveness of non-compliance with any provision of this Agreement does not constitute a waiver of the provisions of this Contract.

#### **ENVIRONMENTAL REVIEW**

1. **National Environmental Policy Act and Related Laws and Authorities as Implemented.** Clark County has completed an environmental review for the project in accordance with the National Environmental Policy Act (NEPA), as implemented by HUD's Environmental Review Procedures (24 CFR 58). The ERR is made part of this Agreement by reference. The Contractor shall ensure that all activities related to this Agreement (including those that are paid for entirely with local or other funds) including property acquisition, construction, and use of the property/facilities are conducted in accordance with the project scope, as defined in the ERR, and in accordance with the conditions set out in the ERR.
2. **Historical or Cultural Artifacts.** In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Contractor or subcontractor shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Washington Department of Archaeology and Historic Preservation at (360) 586-3065.

#### **FAITH-BASED ACTIVITIES**

The Contractor shall comply with the requirements of 24 CFR 470.200(j) and shall ensure that funds provided under this Agreement shall not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

#### **FISCAL AUDIT**

1. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the contract.
2. The requirement may be met by submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports may include:

- a. **Non-Profit Contractors – A Statement of Financial Position and Statement of Activities. A Statement of Changes in Net Assets and the Statement of Cash Flows shall also be provided at mid-point, if available. If not, at the end of the Contractor’s fiscal year.**
  - b. **For Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.**
  - c. **Public Entities are exempt from the semi-annual financial reporting requirement.**
3. **Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required.**
  4. **If the Contractor expends \$500,000 or more in federal funds during the fiscal year, an audit report may be required.**
    - a. **Non-Profit Contractors and Public Entities – The audit report must meet OMB Circular A-133 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. A-133 Audits for fiscal years that include this Agreement shall be completed and submitted to the County within nine months from the end of the Contractor’s fiscal year unless otherwise approved by the County in writing.**
    - b. **For Profit Contractors – An independent audit, an independent limited scope audit or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this Agreement shall be completed and submitted to the County within nine months from the end of the Contractor’s fiscal year unless otherwise approved by the County in writing.**
  5. **If applicable, the Contractor shall include a Corrective action plan for audit findings and a copy of any Management Letters. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.**

**INSURANCE**

1. **At the execution of this contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) Insurer or Business Owners Policy (BOP), or if materials for construction are present, a Builders All Risk Policy, all or either with broker of record, insurance limits(s), renewal dates, deductible less than or equal to \$25,000 unless authorized otherwise by Risk Management), and \$1,000,000 of annually renewing occurrence based coverage. A “Claims Made Policy” is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limit(s), to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsement(s) excluding nor limiting contractual liability or cross liability.**

2. At the execution of this contract, and assuming vehicles are used in the Contractor's business, an ACORD Form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by the Contractor. If vehicles are not used, on letterhead, a letter to Clark County must state the same. This coverage may be added to the above CGL, BOP, or Builders All Risk ACORD Form(s).
3. At the execution of this contract, Contractor shall provide proof of statutory workman's compensation insurance for all its employees that is acceptable and in compliance with Labor and Industries Workers' Compensation Division in the State of Washington. The Contractor will defend Clark County against any third party subrogation claims from Labor and Industries as if the injured Contractor employee belonged to Clark County, Washington.
4. The Contractor shall provide a fidelity insurance policy to protect against employee dishonesty and ensure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs is covered by fidelity insurance in an amount not less than the Contract total budget authority. The insurance must be secured for the term of the contract and must name the County as "Additional Insured." The certificate shall show the broker of record, insurance limits, renewal dates, and the coverage must include employee theft per loss, employee theft per employee, and theft (disappearance and destruction).
5. The Contractor shall require any architect, engineer, land surveyor, or other licensed professional to obtain and maintain a professional Errors and Omissions insurance policy to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a \$3,000,000 aggregate, with a maximum deductible of \$25,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three years after the end of the contract or completion of the project. This coverage is exempt from the above stated "Additional Insured" endorsement.
6. It is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the Contract and to notify the County of any change in its insurance.
7. Additional Insured: The Contractor agrees to endorse Clark County as an "Additional Insured" on the Commercial General Liability Policy (CGL), with the following, or similar endorsement providing equal or broader additional insured coverage, the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement; or the CG2010 10 01 Additional Insured – Owners, Contractor, or Subcontractor or the CG2010 07 04 Contractor or Subcontractor endorsement, including the "additional insured" endorsement of CG2037 10 01 Additional Insured – Owners, Contractor, or Subcontractor – Completed Operations; shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington".
8. All insurers used must have an AM Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All

policies and renewals on the real property shall be in a form and with a carrier acceptable to Clark County. Clark County shall be the named insured. The address for all certificates will be written as follows: Clark County Washington, PO Box 5000, Vancouver, WA 98666-5000.

9. Should the Contractor provide an umbrella or excess coverage for any of the associated coverage(s), they shall be written in a "Follow Form" manner and Clark County Washington shall be listed and endorsed as an additional insured.
10. Clark County Washington reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage's and/or endorsements, or to reject any insurance policies which fail to meet any one or more of the criteria stated herein. This ability to selectively reject may also include the capacity and or financial position or reputation of the insurer. Should Clark County not receive the ACORD form renewal during the active project, payment to the Contractor may be held up or suspended until coverage with an additional insured endorsement is reestablished.

#### **INTERPRETATION OF CONTRACT**

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state statutes and regulations
- Special Terms and Conditions contained in this Agreement
- Statement of Work in this Agreement
- Exhibits or attachments indicated in this Agreement
- Contractor's proposal for CDBG funds
- CDBG Program Policies and Procedures, as now established or hereafter amended
- The Basic Interagency Agreement with Clark County
- Current version of HUD income limits
- Any other material incorporated herein by reference

#### **LABOR STANDARDS**

The Contractor will require that project construction contractors and subcontractors pay their laborers and mechanics minimum wage rates in accordance with the Davis-Bacon Act (40 USC Sections 3141-3144, 3146, and 3147) and HUD requirements as pertinent to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, of the requirements of 29 CFR 5.5.

Washington state law, RCW 39.12, also contains standards for determining when a project is a public work for the purposes of state law and the payment of prevailing wages. The Contractor shall be responsible for the payment of prevailing wages if applicable. The Contractor, by its signature on this agreement, agrees to defend and hold harmless the County from any claims based on alleged failure to pay prevailing wages.

#### **NONDISCRIMINATION**

1. **General.** The Contractor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, creed, color, national origin, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC

Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity; and Section 3 of the Housing and Urban Development Act of 1968, and 24 CFR 570.601.

2. **Program Benefit.** The Contractor will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, sexual orientation, gender identity, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended; Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity).
3. **Fair Housing.** The Contractor will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government (Civil Rights Act of 1968, Title VIII) (Fair Housing Act) (42 USC Sections 3601 – 3639). The Contractor's website shall contain a link to the County's Fair Housing information: <http://www.clark.wa.gov/commserv/fairhousing>
4. **Employment.** In all solicitations under this Agreement, the Contractor will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
5. The Contractor will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, marital status, and familial status, except when there is a bona fide occupational limitation. The Contractor will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Agreement unless it can be shown that the particular disability prevents the performance of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246, as amended.)
6. **Contractors and Suppliers.** No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Agreement unless it can be shown that the particular disability prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, pay rate, and advertisement for employment. (Executive Order 11246 as amended)

7. **Limited English Proficiency.** The agency shall take necessary and appropriate actions to assist clients with limited English proficient persons, Executive Order 13166 and the HUD Notice "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons" (Federal Register, January 22, 2007 pages 2731- 2754).

The Contractor shall provide each applicant, participant, and beneficiary of activities funded by the agreement with information to apprise such persons of the protections against discrimination covered by the above Acts, Executive Orders, and regulations. The HUD 928.1 Notice found online at:

<http://www.hud.gov/utilities/intercept.cfm?http://www.hud.gov/offices/fheo/promotingfh/928-1.pdf> and the Clark County ADA and Section 504 of the Rehabilitation Act of 1973 Notice provide such information.

#### **NONPARTICIPATION IN POLITICAL ACTIVITIES**

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, Chapter 15 of Title V, United States Code.

#### **NON-SUBSTITUTION FOR LOCAL FUNDING**

The Contractor shall not use funds provided under this Agreement to supplant local, state or other federal funds. The Contractor shall not use these funds to replace funding that would otherwise be made available to the Contractor had this funding not been provided.

#### **OPERATING BUDGET**

The Contractor will apply the funds received from the County under this Agreement in accordance with the Budget Summary and the Statement of Work. Any Itemized cost category expenditure that will exceed 10% of its allocated CDBG funding will require an Agreement modification. Requests for budget revisions will be in writing and will specifically state the reasons for the requested increase and, if applicable, a justification for the corresponding decrease in another category.

#### **OPERATION/MAINTENANCE**

1. The Contractor agrees to maintain and operate the project/facility for eligible activities pursuant to HUD regulations. In the event the Contractor fails to so maintain and operate the project, the County may, at its option, take possession of the project and operate and maintain it for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the subcontracting provisions of the Basic Interagency Agreement.
2. The Contractor shall operate such facilities so as to be open for the use of the general public during all normal hours of operation, and will not charge a fee that would restrict low income persons from using the facility.

#### **PROCUREMENT STANDARDS**

The project was funded by the Urban County Policy Board based on the information supplied in the Contractor's CDBG application submitted in response to RFA #002.

In awarding contracts pursuant to this Agreement, the Contractor will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition,

the Contractor will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502, and 24 CFR 86.36 or 24 CFR 84.84, as applicable.

A cost or price analysis shall be made and documented in connection with every procurement action, and shall be submitted to the County for review. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices, and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

#### **PROJECT ADMINISTRATION AND COORDINATION**

The Contractor will appoint a liaison who will be responsible for overall administration of block grant funded project(s) and coordination with the County. The Contractor shall notify the County of the name and contact information. The Contractor will also designate one or more representatives who will be legally authorized to sign the Invoice and any other forms which may be required.

The project will be coordinated by Contractor staff and in compliance with 24 CFR 570.502 (Applicability of uniform administrative requirements). The Contractor will perform all necessary and customary functions in the management and supervision of Contractor personnel for all work performed under the Agreement. The Contractor will be responsible for compensation of Contractor staff with Contractor funds for all work performed under this Agreement.

#### **PROPERTY MANAGEMENT**

The Contractor, as a subgrantee, agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (Use of real property), 24 CFR 85.32 (Equipment), and 24 CFR 85.33 (Supplies).

#### **PUBLIC INFORMATION**

1. In all news releases and other public notices related to projects funded under this Agreement, the Contractor should include information identifying the source of funds as the Clark County Community Development Block Grant Program.
2. During construction projects, the Contractor shall erect a durable and adequately visible sign at the construction site, identifying the source of funds. Sign specifications may be found in the *Clark County CDBG Procedures Manual*.
3. The Contractor shall place a plaque permanently in the highest foot traffic area readily visible to the public. The minimum size should be 12" by 12". The plaque should identify the funding sources, the project name, and the year constructed.

#### **RECORDS**

In the event the Contractor sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. The Contractor will maintain all records identified in the Required Records section of this Contract, in accordance with 24 CFR 570.506 (Records to be maintained).

#### **REPORTING**

1. The Contractor will submit quarterly progress reports. The reports will be due to the County on the 15<sup>th</sup> day after the end of the quarter, starting with the quarter in which the Contract was signed. The dates are:

- 1<sup>st</sup> Quarter – January, February, March - due on April 15<sup>th</sup>
- 2<sup>nd</sup> Quarter – April, May, June - due on July 15<sup>th</sup>
- 3<sup>rd</sup> Quarter – July, August, September - due on October 15<sup>th</sup>
- 4<sup>th</sup> Quarter – October, November, December - due on January 15<sup>th</sup>

2. The Contractor will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement.
3. In addition to the records referred to in the Records Section of this Contract, the Contractor will maintain records of the hours worked and rates of compensation for all personnel performing work under this Contract. These records will be kept for a period of seven years from the date of the submission of the final performance report under this Contract.
4. The Contractor will perform all necessary and appropriate community information activities as directed by the County.

**REQUIRED RECORDS**

1. **Financial Management** - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
2. **Citizen Participation** - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
3. **Equal Opportunity** – The Contractor shall maintain and provide records containing the following information for each applicant and each assisted person:
  - Name of the household or person assisted;
  - Income category (i.e. very low-income (0-30% of MFI), low-income (31 to 50% of MFI), or low/mod-income (50 to 80% of MFI));
  - Racial/ethnic data (White, Black/African American, Asian, American Indian/ Alaskan Native, Native Hawaiian/Other Pacific Islander, American Indian/Alaskan Native & White, Asian & White, Black/African American & White, American Indian/Alaskan Native & Black/African American, Other/multi-racial);
  - The above racial/ethnic categories shall also document Hispanic or non-Hispanic;
  - Gender data;
  - Female head of household; and
  - Disability

This is to show the extent people have participated in, or benefited from, the activities carried out under this Agreement.

The Contractor will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize businesses that are located in or owned in substantial part by persons residing in the area of the project.

4. **Compensation Paid** - Records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
  
6. **Property Acquisition** – If the project involves property acquisition, the Contractor's files must contain the following records:
  - a. **Official Determination to Acquire** - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable HUD grant number.
  - b. **Notice of Intent to Acquire the Property** - A copy of the notice, citation of the date of transmittal to owner, and evidence of receipt by the owner.
  - c. **Invitation to Accompany Appraiser** - Evidence that owner was invited to accompany each appraiser on his inspection of the property.
  - d. **Appraisal Reports** - A copy of each appraisal report, on which determination of just compensation was based.
  - e. **Review Appraisal** - Arrange for a review appraisal to assure appraisal meets applicable standards.
  - f. **Determination of Just Compensation** - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
  - g. **Purchase Offer** - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner.
  - h. **Purchase Agreement, Deed, Declaration of Taking, Tenant Waivers** - A copy of each such document and any similar or related document utilized in conveyance.
  - i. **Settlement Cost Reporting Statement** - A copy of the statement.
  - j. **Purchase Price Receipt** - Evidence of owner receipt of purchase price payment.
  - k. **Ninety Days Notice to Surrender Possession of Premises** - A copy of the notice. As an alternative, a copy of this notice may be included in the relocation or property management files.
  - l. As provided in 24 CFR 570.606, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and HUD's implementing regulations in 24 CFR 42 apply to all real property acquisition by a grantee for an assisted program activity, regardless of the source of funding for the acquisition itself.
  
5. **Miscellaneous** - Such other records as may be required by the County and/or HUD.

**RETENTION OF RECORDS**

Required records will be retained for at least a period of seven (7) years from the date of the submission of the final performance report in which the activity is covered, except as follows:

1. Records that are the subject of audit findings will be retained for the minimum period or until such audit findings have been resolved, whichever is later.
2. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
3. Any record with a longer retention schedule for purposes of public records disclosure under RCW 42.17.
4. Records for any displaced person will be retained for four years after such person has received final payment.

5. Records pertaining to each real property acquisition will be retained for four years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with #3 above, whichever is later.
6. Records of the hours worked and rates of compensation shall be kept for a period of four years from the date of the submission of the final performance report under this Agreement.

#### **REVERSION OF ASSETS**

Upon expiration of this Agreement, the Contractor shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the Contractor's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

1. Used to meet one of the national objectives in 24 CFR 570.208, until five years after expiration of the Agreement, or for a longer period of time as determined appropriate by the grant recipient; or
2. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

#### **SECTION 3 – ECONOMIC OPPORTUNITIES**

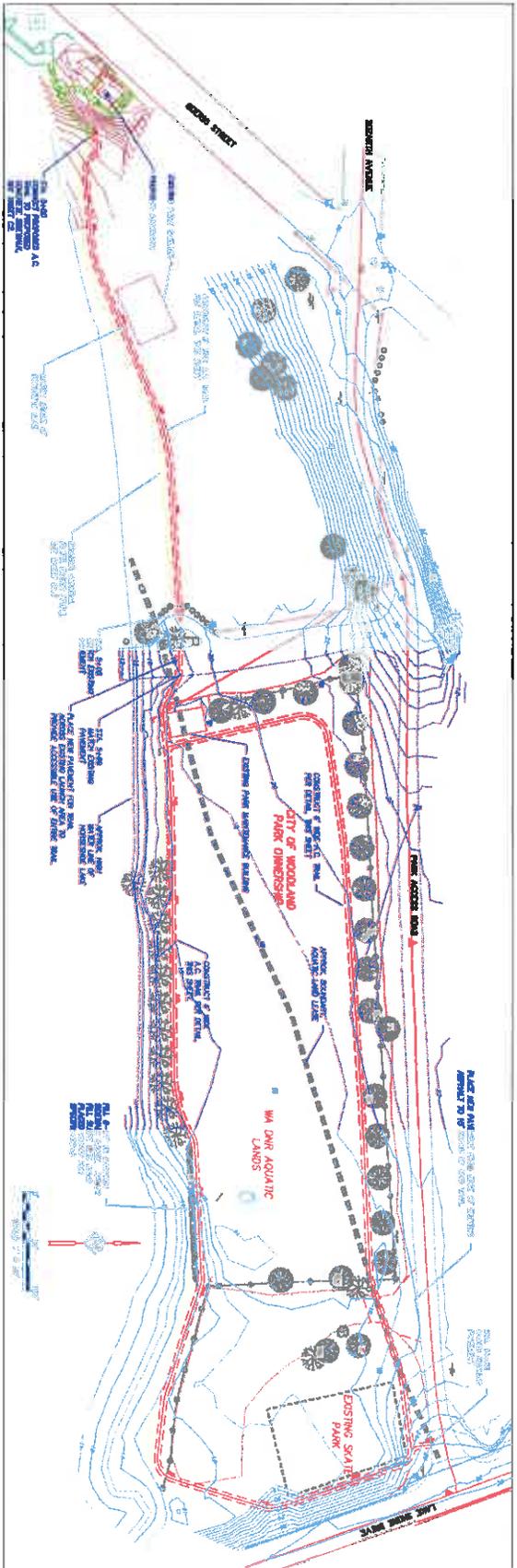
1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701 (hereafter "Section 3"), and the implementing regulations at 24 CFR 135 (Economic Opportunities For Low- And Very Low-Income Persons). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. As evidenced by its execution of this Contract, the Contractor certifies that it is under no contractual obligation or other impediment that would prevent it from complying with the Part 135 regulations.
3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice should contain: (1) the number of jobs and the job titles subject to hire, (2) availability of apprenticeship and training positions and qualifications for each; (3) the name and location of the person(s) taking applications for each of the positions; and (4) the anticipated date the work shall begin.
4. The Contractor agrees to require this Section 3 clause in every subcontract subject to compliance with 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that a subcontractor is in violation of 24 CFR 135. The Contractor shall not subcontract with any

subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in to be in violation of 24 CFR 135.

5. By its signature to this Contract, the Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
6. Noncompliance with 24 CFR 135 may result in sanctions, termination of this Contract, and debarment or suspension from future HUD-assisted contracts.

#### **TERMINATION**

1. Termination of this Contract shall follow the provisions of the Basic Interagency Agreement unless the termination occurs for convenience in which case the procedure below shall be followed.
2. If the County receives fewer funds than anticipated from the funding sources for this Contract, the County will allocate the reduction proportionately among the contractors.
3. Disposition of Grant Funds upon Termination. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.
4. Termination for Convenience. Except as otherwise provided in this Contract, the County may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.



**HORSESHOE LAKE PARK TRAIL**

**TRAIL CONSTRUCTION NOTES**

CONTRACTOR SHALL STAKE TRAIL ALIGNMENT, OWNER TO APPROVE ALIGNMENT PRIOR TO START OF WORK. ALIGNMENT SHALL CORRECT TRAIL WITH THE TRAILER BENCHES INSTALLED IN 2012 AS PART OF CHALK SCOUT PROJECT.

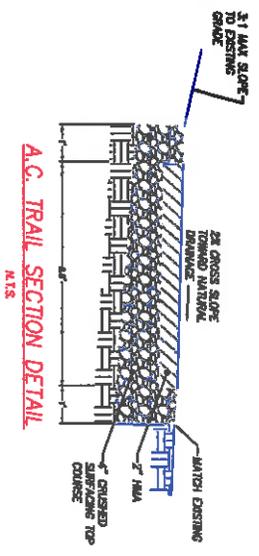
ASPHALT PAVEMENT SHALL BE 1/2" PG 64-22 HMA AS DENIED IN THE LATEST STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION (APWA/MISSOURI).

CRUSHED ROCK BASE SHALL BE CRUSHED SURVIVING BASE COURSE AS DENIED IN THE LATEST STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION (APWA/MISSOURI).

ASPHALT FINISH SHALL BE COMPACTED TO A MINIMUM OF 91% OF MAXIMUM DENSITY PER ASTM D-2941. PAVING WILL NOT BE ALLOWED DURING WET OR COLD WEATHER, PER M.S.D.L.T. SPECIFICATIONS.

ALL PAVEMENT SHALL BE STRAIGHT OUT PRIOR TO PAVING. EXISTING PAVEMENT SHALL BE REMOVED AS NECESSARY TO PROVIDE A SMOOTH FINISH FOR BOTH ROAD AND DRIVEWAY.

SOIL AND SUBGRADE CONSTRUCTION REQUIRES INSPECTOR-APPROVED PROOF ROLL AND/OR TESTING PRIOR TO ROADING AND PRIOR TO PAVING.



**PROJECT QUANTITIES**

- TRAIL LENGTH - 2823 FEET
- HOT MIX ASPHALT - 259 TONS
- CRUSHED ROCK - 290 TONS
- HAND PLACED RRP R4P - 15 TONS



| NO. | DATE     | DESCRIPTION        | BY        | CHECKED | SCALE    |
|-----|----------|--------------------|-----------|---------|----------|
| 1   | 11/11/11 | ISSUED FOR BIDDING | W. J. ... | ...     | AS SHOWN |
| 2   | 11/11/11 | ...                | ...       | ...     | ...      |
| 3   | 11/11/11 | ...                | ...       | ...     | ...      |
| 4   | 11/11/11 | ...                | ...       | ...     | ...      |
| 5   | 11/11/11 | ...                | ...       | ...     | ...      |

**WOODLAND HORSESHOE LAKE PARK TRAIL**  
WOODLAND, WASHINGTON

**C1**

2013 (REV)

**City Of Woodland  
Council Agenda Summary Sheet**

|  |  |
|--|--|
| <b>Agenda Item:</b><br>Approval of Interagency Agreement with Department of Natural Resources for WCC Crew for urban forestry restoration work at Scott Hill Park. | <b>Agenda Item #:</b> <u>Action ( H )</u><br><b>For Agenda of:</b> <u>January 21, 2014</u><br><b>Department:</b> <u>Public Works</u><br><b>Date Submitted:</b> <u>January 14, 2014</u> |
|--|--|

**Cost of Item:** \$0  
**Amount Budgeted:** \$0  
**Unexpended Balance:** \$0

|  |
|--|
| <b>BARS #:</b> Fund 104 - Parks<br><b>Description:</b> Scott Hill Park Forestry Restoration Work |
|--|

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

|  |
|--|
| <p><b>Agenda Item Supporting Narrative</b> (list attachments, supporting documents):</p> <ol style="list-style-type: none"><li>1) Proposed Interagency Agreement with Department of Natural Resources</li><li>2) DNR Forestry Program Grant Application</li></ol>  |
| <p><b>Summary Statement:</b></p> <p><u>Background:</u><br/>In December the City applied for a program administered by DNR where a Washington Conservation Corps (WCC) would go to a site and perform invasive weed removal and pruning of vegetation for a month. The City's application covered the Scott Hill Park Area.</p> <p>DNR approved the application and if approved by City Council, a crew would work in June at the Scott Hill Park Area clearing the area of invasive weeds, pruning trees, etc. DNR provides the crews with basic tools. The value of crew work is approximately \$5,000/week.</p> <p>Public Works Staff will be responsible for hauling off and disposing of removed vegetation but does not need to provide anything else. This would be done through existing staffing and budget.</p> <p>Once their work is completed, the City is required to provide maintenance and monitoring of the site for at least 3 years. As this is a site the City intends to develop into a park for the future maintenance of this site will be done anyways so this requirement will not result in extra costs for the City.</p> <p>Staff recommends approval.</p> |



## **INTERAGENCY AGREEMENT WITH THE CITY OF WOODLAND**

### **Agreement No. IAA 14-58**

**This Agreement is between the City of Woodland, referred to as the City, and the Washington State Department of Natural Resources Urban and Community Forestry Program, referred to as the DNR.**

**The DNR is under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. The DNR and the City enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.**

**The purpose of this Agreement is to provide a Washington Conservation Corps (WCC) crew for urban forestry restoration tasks in the City of Woodland. WCC is an AmeriCorps program administered by Washington Dept. of Ecology.**

### **IT IS MUTUALLY AGREED THAT:**

**1.01 Statement of Work.** The DNR shall furnish WCC crews and the City shall provide all materials and services, pertinent to performing work set forth in the Attachment A.

**2.01 Period of Performance.** The period of performance of this Agreement shall be from October 1, 2013, to September 30, 2014, unless terminated sooner as provided herein. Both parties agree that the DNR will provide the City one (1) calendar month of crew work within the period of performance.

**3.01 Payment.** The DNR provides the services of the WCC crew in exchange for the City's matching commitment to the project as described in Attachment B.

**6.01 Rights to Data.** Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by the U.S. Copyright Act of 1976 and shall be owned by the DNR and the City. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

**7.01 Independent Capacity.** The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**8.01 Amendments.** This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

**9.01 Termination.** Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

**10.01 Termination for Cause.** If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

**11.01 Disputes.** If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board's determination shall be final and binding on the parties. As an alternative to the dispute board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

**12.01 Governance.** This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules;
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

**13.01 Assignment.** The work to be provided under this Agreement and any claim arising from this agreement can not be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

**14.01 Waiver.** A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to his agreement.

**15.01 Severability.** The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

**16.01 Indemnification.** To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless (Indemnity Duty) the DNR, its officials, agents, and employees, from and against all claims arising out of, or resulting from, the performance of the Agreement provided, however, that the City owes no Indemnity Duty if the Harm was caused by or results from the sole negligence of the DNR or its agents or both, and provided further that in the event of concurrent negligence (i) by the City or the City's subcontractors agents or employees, or both and (ii) by the DNR or its agents, or both, then the City's Indemnity Duty is valid and enforceable only to the extent of the negligence of the City, its agents, and its employees. The City's obligation to indemnify, defend, hold harmless includes any claim by the City's agents, employees, representatives, or any subcontractor or its employees. The City expressly agrees to indemnify, defend, and hold harmless the DNR for any claim arising out of, or incident to, the City's or any subcontractor's performances or failure to perform the Agreement. The City waives its immunity under Title 51 to the extent it is required to indemnify, defend, and hold harmless the DNR and its agencies, officials, agents, or employees.

**17.01 Complete Agreement in Writing.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

**18.01 Contract Management.** The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

**19.01 Project Coordinators.**

(1) The Project Coordinator for the City of Woodland is Tonya Ingle, Telephone Number (360) 225-7999.

(2) The Project Coordinator for the DNR is Micki McNaughton, Telephone Number (360) 902-1637.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**CITY OF WOODLAND**

**Dated:** \_\_\_\_\_, 20\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

**Dated:** \_\_\_\_\_, 20\_\_

**By:** \_\_\_\_\_

**Albert A. Kassel**

**Title: Resource Protection Division Manager**

**Address: 1111 Washington Street SE  
MS 47037  
Olympia, Washington 98504-7037**

**Interagency Agreement  
Approved as to Form 9/29/97  
By the Assistant Attorney General  
State of Washington**

## **Attachment A STATEMENT OF WORK**

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The DNR will sponsor a Washington Conservation Corps (WCC) crew to assist with urban forest restoration and maintenance tasks in the City of Woodland. Each restoration project location will include baseline mapping of the site, to be included in a DNR report to the City. Local projects must be on public property, and work performed by the crews may not replace workers already in place or contracted for.

Project locations and activities in the City of Woodland include:

- Scott Hill. Clear invasive non-native plants and prepare site for restoration and revegetation work.
- Other sites and/or locations as agreed by the City's Project Coordinator and the DNR Project Coordinator. Tasks and activities assigned must pertain to restoring the ecological health and functionality of the urban forest on the site or location.

Washington Conservation Corps (WCC) crews are covered by Dept. of Ecology insurance through Labor and Industries while working on project sites and traveling to work locations.

WCC crews are responsible for the maintenance and repair of any equipment provided by WCC and/or Dept. of Ecology.

The City is responsible for the maintenance and repair of any equipment provided by the City and used by the WCC crew under the direction of City staff.

## **Attachment B**

### **PROJECT COMMITMENT MATCH**

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The DNR will provide the following items to the City for urban forestry restoration projects that receive assistance under the Urban Forest Restoration Project:

- News release template to assist in building public awareness and event marketing.
- Baseline invasive plant species mapping.
- Crews to remove and/or control invasive plant material and complete related restoration tasks including installation of plant materials.
- Post-restoration mapping.
- Post-restoration report that includes a description of the project and the work accomplished.
- Template for three-year management plan.
- Template for annual monitoring report.

The City commits to the following items in consideration for the services of the DNR-sponsored crew:

- Post news releases in advance of the event.
- Acquire any permits necessary for project work.
- Assist with volunteer registration, sign-in and waivers at restoration events.  
Please have photo releases available for volunteers under 18 years of age.
- Dispose of plant material removed during project activities (English ivy vines, blackberry canes, etc.).
- Provide any and all plant materials required for project completion.
- Develop and implement a three-year maintenance plan for the project site, to include annual monitoring.
- Report monitoring results to the DNR Urban and Community Forestry Program annually for three years.

# Urban Forestry Restoration Project Application



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**

## Jurisdiction/Organization Information

Name City of Woodland, Public Works  
Address PO Box 9, Woodland, WA 98674  
Website www.ci.woodland.wa.us

## Contact Position Information

Name Tonya Ingle  
Department Public Works  
Title Engineering Aide I  
Mailing Address PO Box 9, Woodland, WA 98674  
Phone Number (360) 225-7999  
E-Mail Address inglet@ci.woodland.wa.us

Is your City a Tree City USA? Yes  No  N/A

Will work by the UFRP crews displace other contracted crews? Yes  No

Project location(s). If multiple locations, submit one application with separate project descriptions.

The project site is a 50 acre parcel, on top of Scott Hill, in Woodland Washington, Cowlitz County.

**Please provide a brief project summary.** Please summarize the project(s) in one or two sentences. If you are applying for multiple projects, submit one application, providing summaries of each here with separate detailed project descriptions, as requested below. Prioritize projects (1, 2, 3, etc.) in this section based on their importance to Puget Sound or Lower Columbia River water quality.

This project will focus on removal of non-native invasive species like blackberry to restore health to the wetlands and forest area.

The project area is 50 acres of undeveloped land the City intends to develop as a park.

**Please attach detailed project description(s), including location, purpose, scope and maps if available.**

**If applicant is a non-governmental organization (NGO) that does not own the property where the project site is located, please attach a current letter of permission and support from the landowner (i.e., city, county, tribe, etc.).**

**Does your City or organization have an Urban Forestry Management Plan, Comprehensive Plan, Habitat Management Plan or other management document?**    Yes     No

**If yes, please describe how the project supports the goals of that document.**

The 2007 Park and Recreation Plan identifies the need for more park lands in Woodland.

**Volunteer involvement is encouraged for appropriate project activities. Please list potential local partners that may assist with volunteer recruitment and management.**

The local High School plans to partner in the volunteer efforts. The City will include the project site in the annual Make A Difference Day Event held each October.

Please see attached project description for further detail.

**Jurisdiction/organization match for project commitment.** Please note that all statements must be checked for project to be considered.

- Post news release in advance of the event.
- Jurisdiction/organization is responsible for any permits required for project site.
- Assist with volunteer registration, sign-in and waivers at restoration events.
- Please have photo releases available for volunteers under 18 years of age.
- Dispose of plant material removed during project activities (English Ivy vines, blackberry canes, etc.).
- Provide any and all plant materials required for project completion.
- Develop and implement a three-year maintenance plan for the project site, to include annual monitoring.
- Report monitoring results to DNR Urban and Community Forestry Program annually for three years.

**Project selection criteria**

- Proposed projects must lie within the Puget Sound Basin, or within Southwest Washington.
- Proposed projects must be on publicly owned land.
- Proposed projects must be clearly identified areas with clearly identified impact on local water quality, particularly in the Puget Sound Basin or Lower Columbia River.
- Proposed projects must be within the capability of work crews and volunteers; no cliffs, dangerous or hazardous sites (biologically or chemically), or sites identified as having archeological or historical interest.
- Jurisdiction/organization must provide, and commit to, a three-year maintenance plan for the project site, including annual monitoring.
- An annual report of monitoring results must be provided to the DNR Urban and Community Forestry Program.
- Jurisdiction/organization must provide a contact person or position for the three-year duration of the project.

**Thank you for completing this application form  
and for your interest in partnering with us  
toward restoring Puget Sound and Columbia River urban forests!**

Please contact Micki McNaughton, Urban Forestry Special Project Coordinator, at (360) 902-1637 or [Micki.McNaughton@dnr.wa.gov](mailto:Micki.McNaughton@dnr.wa.gov), with any questions or concerns.

## **Urban Forestry Restoration Project – Scott Hill Park Property**

### **Detailed Project Description:**

Scott Hill Park Property is a 50 acre parcel on top of Scott Hill purchase in 2011. The top section of the park property is accessible via Scott Hill Road from the south with the flatlands accessible from the east via Meriwether Lane. The park land will be developed into The Scott Hill Park and Sports Complex and is currently under conceptual design. The Scott Hill Park and Sports Complex will provide access to hilltop views of Mt. St. Helens and the Columbia River corridor within a community park setting that has capacity for regional sports tournaments.

This project would focus on removal of non-native invasive species like blackberry to restore health to the wetland and forest areas.

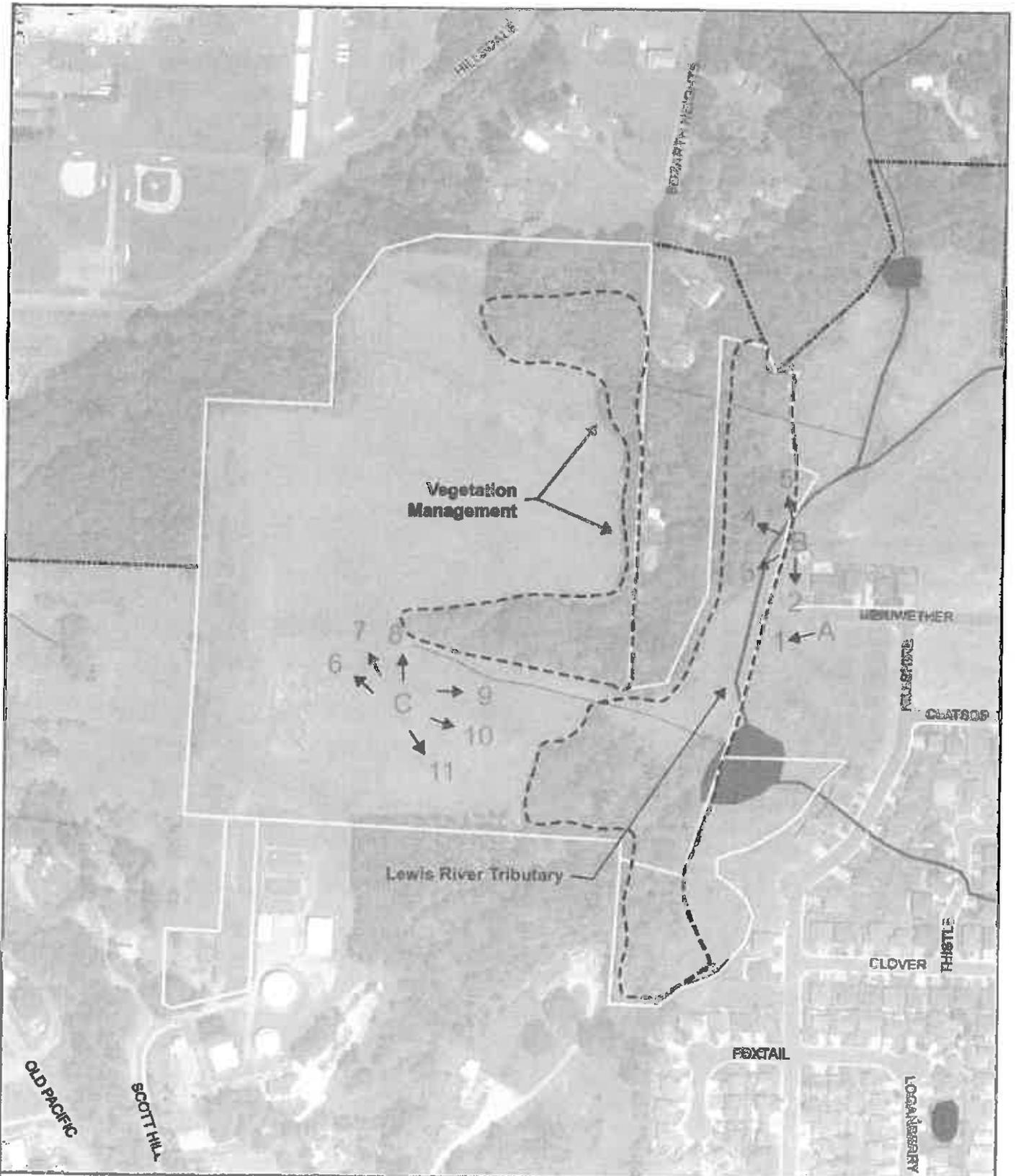
A map of the area and area photos are attached showing the non-native invasive blackberries along the perimeter of the tree line. The larger top portion of the site is relatively flat terrain. The east section consists of wetlands and areas with moderate slopes. The bottleneck section that connects the two areas has a relief of roughly 130 feet and is easily ascended by foot or machinery.

The area photos are labeled according to the physical location that they were taken (A-C) and pointing in the direction of view (1-11).

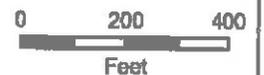
Our proposed restoration activities would include initial removal of invasive species including blackberry plants by the UFRP crew and future maintenance by the city with help of local volunteer groups each year.

### **Volunteer Involvement:**

A discussion with the local High School Career Specialist Mary Ann Sturdivan regarding student involvement in future maintenance has been well received. Mary Ann plans to reach out to the service clubs each spring in order to help students meet their civic hours for graduation. Mary Ann can also assist students who are interested in Forestry as a career path a way to tie the Scott Hill restoration maintenance efforts into their graduation project requirements. There is also potential student involvement through Mary Ellen Vetter's Horticulture classes each year with their invasive plant study and community planting and restoration efforts. Each October the city of Woodland takes part in Make A Difference Day, the largest national day of community service. The city will add the Scott Hill Park Project site to the list of maintenance project site for Make a Difference Day.



**Urban Forestry Restoration Project**  
**Vegetation Management**  
**Scott Hill Park Vicinity**



**Urban Forestry Restoration Project – Scott Hill Park Property Area Photos**



**Area Photo A-1**



**Area Photo B-2**



**Area Photo B-3**



**Area Photo B-4**



**Area Photo B-5**



**Area Photo C-6**



**Area Photo C-7**



**Area Photo C-8**



**Area Photo C-9**



**Area Photo C-10**



**Area Photo C-11**

# City of Woodland Park & Recreation Plan



January 2007

# CITY OF WOODLAND PARK & RECREATION PLAN

## ACKNOWLEDGEMENTS

### **Mayor**

Douglas A. Monge

### **City Council**

John J. Burke

Marilee McCall

Erica Rainford

Darwin Rounds

James Tone

### **Planning Commission**

David Simpson, Chair

Jim Yount, Vice-Chair

Murali ("Mike") Amirineni

Tom Kennedy

Christine Randall

### **Prepared By**

#### **Park Advisory Board**

Virginia Allen, Chair

Gerald Deans

Brad Hammons

#### **City Staff**

Elaine Huber, Public Works Director

Jim Hough, Interim Public Works Director (former)

Rob VanderZanden, Public Works Director (former)

Nancy Malone, Planning Assistant

Jody Stout, Park Board Secretary



Justin Erickson, Associate Planner

Amy Hamlin, Assistant Planner/GIS Technician

*Major funding provided by the Washington State Department of Community, Trade and Economic Development (CTED) through a GMA Update Grant (#C06-63200-280)*

**Adopted:** January 2, 2007

**Ordinance:** #1094

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A Woodland Park & Recreation Survey w/Results

B Press Coverage

## INTRODUCTION

The City of Woodland turned 100 years old in 2006 and the theme for the centennial celebration was “embracing our past and anticipating our future.” Part of Woodland’s future lies in continued community growth and prosperity. As Woodland grows in population, demands on parks and recreational facilities increase. Recreation opportunities are one important measurement of community livability in that they also help to build strong neighborhoods and promote a high quality of life. The Woodland centennial period provides an excellent opportunity to review community needs and set the stage for the next 100 years.



## PURPOSE OF THE PLAN & PLANNING REQUIREMENTS

This document represents a substantial update of the 1996 Woodland Park and Recreation Plan, which is an element of the city’s adopted comprehensive plan. According to Washington State requirements, park and recreation plans must be updated every six years to retain eligibility for a variety of grant and funding opportunities. In addition to the statutory requirement, the six-year timeframe also provides a means to set realistic goals and objectives based on a relatively short timeframe. As with any planning effort, this document will also serve as a way to prioritize needs and actions, coordinate interests and assist in the decision-making process. It also provides a mechanism to document and evaluate trends/use, community preferences and offers a consistent and coordinated direction for the city.

The plan was developed primarily by the Woodland Park Board using the results of the 2006 City of Woodland Park and Recreation Survey (see Appendix A for more information) and other public outreach/planning efforts. This park and recreation plan is designed to meet or exceed all Washington State requirements as listed in the Interagency Committee for Outdoor Recreation (IAC) Planning Policy Guidelines and will be updated on a regular basis. In addition, this plan is also intended to meet the city’s obligations under the Growth Management Act (GMA) to include a park and recreation element in its comprehensive plan.

This plan is designed to function as both a standalone document (Park and Recreation Plan) and as an element of the Woodland Comprehensive Plan. However, for obvious reasons, it is preferable to limit where possible the inclusion of material discussed and located elsewhere in the comprehensive plan. As necessary for understanding and to provide needed context, some inclusion of previously mentioned information/data is contained within.

## **Growth Management Act Planning Requirements**

The City of Woodland adopted an updated comprehensive plan in October of 2005. The plan included revised Land Use, Transportation, Housing, Utilities and Capital Facilities elements. The park and recreation element, which is the 1996 Woodland Park and Recreation Plan, was also formally readopted, although it was not updated in 2005. The GMA requires jurisdictions to include a Park and Recreation Element as part of their Comprehensive Plan. Specifically, the GMA asks for:

*“A park and recreation element that implements, and is consistent with, the capital facilities plan element as it relates to park and recreation facilities. The element shall include: (a) Estimates of park and recreation demand for at least a ten-year period; (b) an evaluation of facilities and service needs; and (c) an evaluation of intergovernmental coordination opportunities to provide regional approaches for meeting park and recreational demand (RCW 36.70A.070(8)).”*

In addition, the GMA includes a number of planning goals that jurisdictions are to consider as guides when developing and adopting comprehensive plans. RCW 36.70A.020(9), is of particular relevance to park and recreation planning:

*“Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.”*

To summarize, the GMA requires:

- Estimates of park and recreation demand for at least a 10-year period
- Evaluation of facilities and service needs
- Evaluation of intergovernmental coordination opportunities to provide regional approaches for meeting park and recreation demand
- That the plan be consistent with the Capital Facilities Element

The GMA requirement to include a park and recreation element in a comprehensive plan is optional at this time, due to a lack of state funding. However, the City of Woodland has included its park and recreation plan as an element of its comprehensive plan since 1996 and this plan has also been designed to meet the GMA requirements. Accordingly, this update of the Woodland Park and Recreation Plan shall be the city’s official park and recreation element of the Woodland Comprehensive Plan.

## **Interagency Committee for Outdoor Recreation (IAC) Planning Requirements**

The Washington State IAC helps finance recreation and conservation projects throughout the state. Once a plan is accepted by the IAC, a jurisdiction becomes eligible for a variety of grant funding opportunities. Although, there are three funding programs administered by the IAC that do not require completion and adoption of a park and recreation plan, most of the likely funding sources for the city do require a plan. The

IAC requires that a park and recreation plan include the following information (at minimum):

- Goals & Objectives
- Inventory
- Public Involvement
- Demand & Need Analysis
- Capital Improvement Program
- Adoption Information (adopting ordinance or resolution)

Eligibility in most IAC grant programs lasts for six years upon completion (or update) of a park and recreation plan. Therefore, the City of Woodland should consider a subsequent update to its park and recreation plan in 2012, which would also be an a logical time to review and update the entire Woodland Comprehensive Plan.



*Horseshoe Lake Park*

### **Use of the Plan**

This document will ensure that adequate facilities exist for current and future Woodland residents, by providing an updated set of goals, objectives and guiding principals for the prioritizing, funding, acquisition and development and/or rehabilitation of parks and recreational facilities in and around Woodland. Realistically, it may be difficult to accomplish all of the plan objectives and specific projects listed in the Capital Improvement Program in the next six years as the list represents a broad list of potential projects, many of which are dependent on competitive grants and other sources of funding. However, the plan still serves as a valuable budgetary and policy tool that will allow the city to focus its efforts in targeted areas and on specific items identified within the plan. In this regard, the plan serves as a blueprint for acquiring, developing and improving parks and recreational areas in the city. It is designed to represent and meet the needs and desires of the community and to ensure a high quality of life for area residents.

## **Plan Organization**

The next section includes the goals, policies and objectives that will direct park and recreational development in and around Woodland until this plan is subsequently updated. Additional sections include the background information that was used to derive and support the stated goals and policies. A thorough analysis of demand and need is also provided, as is a capital improvement program.

While it may seem more logical to place the goals and policies immediately after discussing demand and need, it is often customary and/or desirable to place the goal/policy section at the front of a plan, since it is viewed most often and is of primary importance to decision makers. Two appendices have also been included with this plan to provide additional details on the update process.

## **GOALS, OBJECTIVES & POLICIES**

### **Introduction**

This section includes a series of goals, objectives and policies that are designed to guide park and recreational development in Woodland. Goals refer to the general aspirations (desired outcome/future) of the community and are in the form of broad and generalized statements. Objectives are measurable and more specific actions that typically occur within a specified timeframe (usually within six years). Policies are operational items that require a specific implementation action and help form the basis on which decisions will be made. Goals, objectives and policies are listed in no particular order in each subcategory.

### **Goals**

1. Provide for year round use of walking, biking and jogging trails throughout Woodland.
2. Provide and encourage adequate boat launch and handicapped fishing access sites at Horseshoe Lake and on the Lewis River and other regional facilities.
3. Provide a variety of parks and landscaped open space areas and recreation opportunities throughout Woodland.
4. Provide additional public access to the banks of the Lewis River.
5. Create and preserve park and recreation opportunities for all residents within the City of Woodland and surrounding area.
6. Make recreation a cornerstone of Woodland's economic and tourism development.
7. Provide continued funding for city park land acquisition and development programs.
8. Provide parks and facilities to meet the diverse needs of the community.

### **Objectives**

1. Develop at least two additional neighborhood parks and one additional community park by 2012.
2. Develop a master plan for Horseshoe Lake Park, including potential parking and street improvements by 2009.
3. Repair and upgrade the boat launch at Horseshoe Lake Park by 2009.

4. Expand the existing Horseshoe Lake Park irrigation system to the east side of the park by 2010.
5. Produce a plan for developing the city-owned property (~25 acre site) adjacent to the Lewis River into a community park by 2008.
6. Replace the Horseshoe Lake Park public restrooms by 2007
7. Expand and remodel kitchen facilities at Horseshoe Lake Park by 2007.
8. Partner with the Lewis River Little League organization to develop and/or construct a new little league facility by 2012.
9. Develop a Lewis River shoreline trail and access maintenance program.
10. Develop at least one additional boat launch site on the Lewis River by 2012, possibly at "Goerig Park" (Bozarth) at the Clark County bridge.
11. Develop a soccer field and/or community indoor swimming facilities at the east end of Horseshoe Lake Park. The Woodland Swimming Pool and Recreation District, in cooperation with the city, will be responsible for developing the swimming facilities.
12. Develop a walking, biking and jogging trail system around Horseshoe Lake Park and throughout the city through construction of additional trail phases from 2007-2012.
13. By 2007, publish a pamphlet/map detailing recreational opportunities in and around Woodland for distribution to the public.

#### **Policies**

1. Continue to upgrade all parks to keep pace with changes in recreational demand and citizen needs.
2. Continue to cooperate with other public, quasi-public, and private organizations, agencies and groups to jointly provide needed recreation facilities and programs.
3. Pursue development of city-owned land within the Lewis River floodway into a primarily passive recreation area in partnership with state agencies.
4. Explore possible grant programs geared toward water quality improvement projects.

5. Encourage the Washington State Department of Fish and Wildlife and local sportsman clubs to identify, acquire and develop access and boat launch sites along the Lewis and Columbia rivers.
6. The city together with the Woodland School District and other non-profit organizations, should work toward developing additional walking, biking and jogging trails around Horseshoe Lake and throughout the city.
7. Encourage the Woodland School District, Woodland Swimming Pool and Recreation District, private community clubs and organizations to develop swimming facilities.
8. Continue to encourage the development of a "linkage" between the existing downtown business district and Horseshoe Lake Park, with the objective of making the park an active part of the business community.
9. Work with the Woodland Chamber of Commerce to support tourism programs through active facility management and park development.
10. Examine means of obtaining and developing neighborhood parks.
11. Continue to acquire and create more park lands around Horseshoe Lake. Any city lands given to the Woodland Swimming Pool and Recreation District for recreational purposes is not considered a loss of park land.
12. Develop and implement an open space and trail plan along portions of Horseshoe Lake, the Lewis and Columbia rivers, and within major developed areas of the city by utilizing city-owned property, land dedication, recreation easements and critical area buffers.
13. Maintain the park land acquisition budget in the proposed Capital Improvements Program and Budget.
14. Encourage the parks department and the Woodland School District to work in concert when purchasing new lands and developing playground activity programs, whenever possible.
15. That all residential single-family subdivisions and multi-family development proponents be required to dedicate land for park areas, provide for improvements to existing facilities or provide monetary compensation (e.g., impact fees) to the city of Woodland for the acquisition and development of park lands or for the needed capital improvements to existing park and recreation areas.

## PLANNING AREA & FACILITY INVENTORY

### History

Woodland is one of the oldest communities in the State of Washington. In March of 1845, Adolphus Lee Lewis established a land claim about one mile southeast of the present city of Woodland. Shortly thereafter, Columbia Lancaster and Squire Bozarth established land claims at the site of the present City of Woodland. Woodland was platted on October 4, 1889, the same year Washington gained statehood. Woodland was incorporated in 1906. In 1921, a dike was built to protect the "Woodland Bottoms" from flooding. In a spirit of thankfulness that the dikes might fulfill their promise of opening the bottom lands to farming, the business people of Woodland held a "Planter's Day" celebration on June 30, 1922. It is now Washington State's oldest annual community festival.



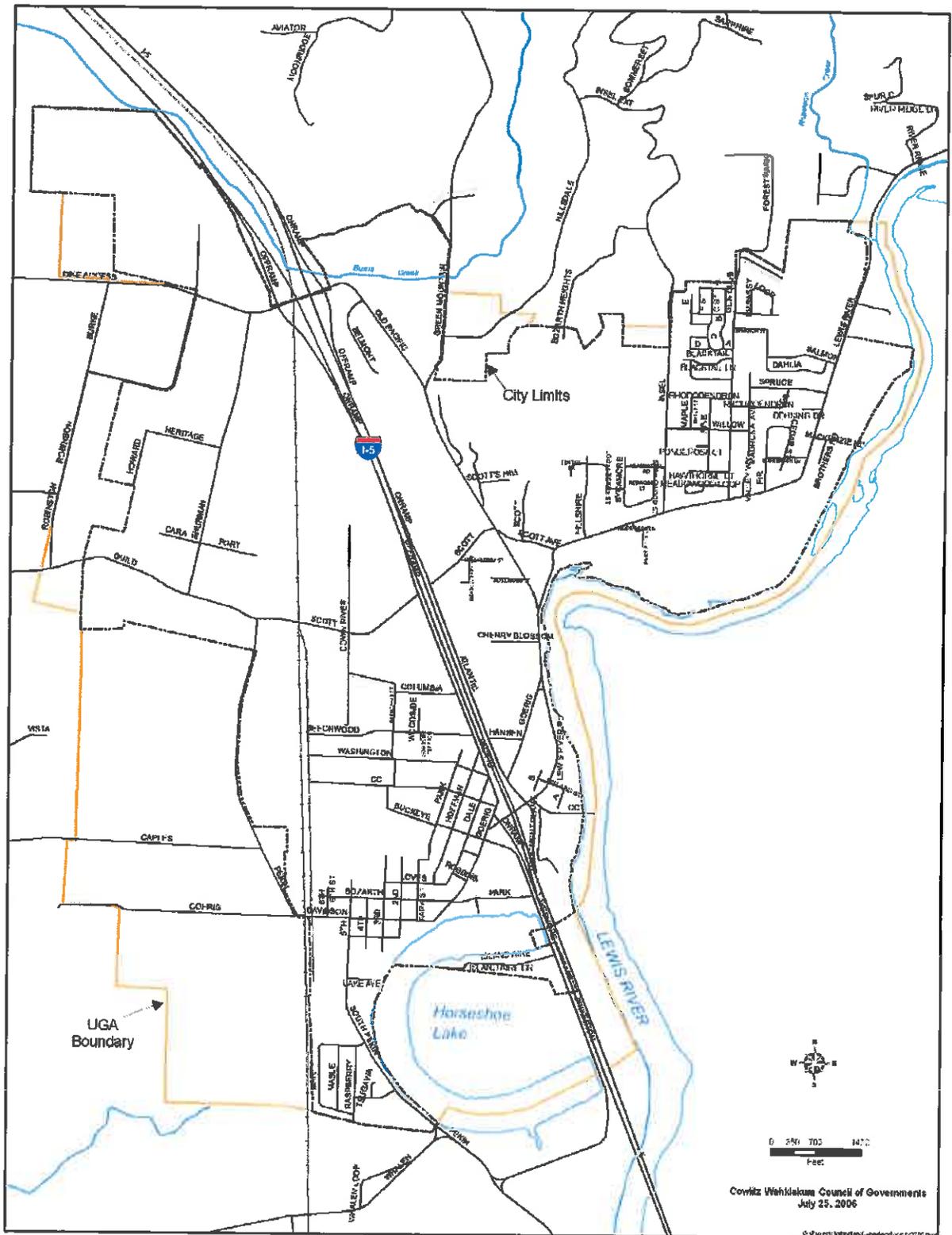
Horseshoe Lake Park

In recent years, Woodland has prospered thanks to a growing economic and residential sector. The Port of Woodland has been instrumental in creating numerous employment opportunities through its investments in primarily industrial and light-industrial properties, buildings and infrastructure. Woodland's proximity to the Portland-Vancouver Metropolitan Area has made it increasingly popular for homebuyers (and homebuilders) and its population has grown significantly in the last decade. According to recent estimates<sup>1</sup>, Woodland is now home to around 4,730 people.

### Location

Woodland is located in southern Cowlitz County (and northern Clark County) along the banks of the North Fork of the Lewis River, approximately five miles from its confluence with the Columbia River (Figure 1). The city is 22 miles north of Portland, Oregon, approximately 165 miles south of Seattle, Washington and 19 miles south of the Longview-Kelso urban area. This location places it within easy commuting distance of the Portland-Vancouver urban area via Interstate 5 (Exit 21) and Interstate 205 (Exit 7). Washington State Route 503 provides access up the Lewis River towards the small communities of Ariel, Yale and Cougar and the Mount St. Helens National Volcanic Monument, which is a major tourist destination. Woodland serves as a regional commercial center for the surrounding rural unincorporated areas from Kalama to La Center. The specific planning area for this plan includes the Woodland City Limits and the Woodland Urban Growth Area (UGA). However, additional areas are also discussed and the facility inventory includes a broad examination of nearby locales.

<sup>1</sup> Washington State Office of Financial Management, 2006 Population Estimates.



**Figure 1: City of Woodland and Vicinity**

## Economy

Woodland is experiencing growth in light industrial, commercial and residential building activity. Historically, Woodland's economy was mostly dependent on timber extraction and agriculture processing. Today, major employers are manufacturers, retailers, service providers, or distributors. Manufacturing provides 38% of the jobs in the city, followed by trade and transportation with 22 percent. Woodland's economy is on the rise and changing to meet the many demands of its new citizens. More information on local economic and socioeconomic conditions can be found in the Land Use Element of the comprehensive plan.

## POPULATION & DEMOGRAPHIC TRENDS

The Land Use and Housing elements of the Woodland Comprehensive Plan provide detailed information on population and household characteristics of the Woodland area. A summary of the information contained within those elements is provided below:

### Population Growth

Woodland is the fastest growing city in Cowlitz County and has seen a surge of building activity in the last few years. The 2000 Census count placed the city's population at 3,780 and the city grew at an annual rate of 4.2% between 1990 and 2000 (Table 1). As previously noted, the city's current estimated population is around 4,730 people.

**Table 1: Woodland and Regional Growth, 1950-2000**

| Year | Woodland   |                 | Cowlitz County |                 | Clark County |                 |
|------|------------|-----------------|----------------|-----------------|--------------|-----------------|
|      | Population | Annual Rate (%) | Population     | Annual Rate (%) | Population   | Annual Rate (%) |
| 1950 | 1,292      | 2.8             | 53,369         | 2.9             | 85,307       | 5.5             |
| 1960 | 1,336      | 0.3             | 57,801         | 0.8             | 93,809       | 1.0             |
| 1970 | 1,622      | 2.0             | 68,616         | 1.7             | 128,454      | 3.2             |
| 1980 | 2,415      | 4.1             | 79,548         | 1.5             | 192,227      | 4.1             |
| 1990 | 2,500      | 0.3             | 82,119         | 0.3             | 228,700      | 1.8             |
| 2000 | 3,780      | 4.2             | 92,948         | 1.2             | 345,238      | 4.2             |

Source: U.S. Census Bureau

### Projected Population

With an assumed annual growth rate of 3.5% (per the adopted comprehensive plan), the City of Woodland is expected to grow to a population of over 8,500 people by 2025 (Table 2). This growth rate is fairly consistent with the actual average annual growth rate from 1990 to 2004 of 3.67 percent. Population growth rates are usually fairly reliable in the short term and less so the longer the projection. The city is currently experiencing a rapid pace of residential development and will likely exceed 3.5% annual growth for the next few years as projects are built-out. This may be followed by growth rates more in

line or less than the projected average annual rate. It is interesting to note that the city's growth rate was less than 3.5% (on an annual basis) over much of the last five years.

**Table 2: Projected Population, City of Woodland**

| Year | Population |
|------|------------|
| 2010 | 5,089      |
| 2015 | 6,044      |
| 2020 | 7,179      |
| 2025 | 8,526      |

### Age Distribution of Population

The age distribution of the City of Woodland provides a measure of population characteristics. Age distribution can be a factor when determining (and anticipating) park and recreational demand and need. Overall, the proportion of individuals over the age of 65 in the city is decreasing. In 1990, 17% of the city's population was over the age of 65, which was significantly greater than the state rate of 12 percent. In 2000, the percentage of the city's population over the age of 65 was 14% compared to a state percentage of 11 percent. Not only has the proportion of individuals over age 65 in Woodland shrunk, but the difference between the city and the state has lessened. Table 3 illustrates the age group distribution for 1990 and 2000.

**Table 3: Age Group Distribution, 1990-2000**

| Age Group | 1990               |                        | 2000               |                        | 2000                     |
|-----------|--------------------|------------------------|--------------------|------------------------|--------------------------|
|           | Woodland<br>Number | Woodland<br>Percentage | Woodland<br>Number | Woodland<br>Percentage | Washington<br>Percentage |
| 0-19      | 777                | 31%                    | 1213               | 32%                    | 29%                      |
| 20-44     | 864                | 35%                    | 1351               | 36%                    | 37%                      |
| 45-64     | 427                | 17%                    | 698                | 18%                    | 23%                      |
| 65+       | 432                | 17%                    | 518                | 14%                    | 11%                      |
| Total     | 2,500              | 100%                   | 3,780              | 100%                   | 100%                     |

Source: U.S. Census Bureau

### Household Size

Table 4 highlights household sizes and types in the city in the years 1990 and 2000. In 1990, 52% of the households had two to three persons while only 22% of the households had four or more persons. In 2000, the number of households with two or three persons dropped by 3%, while the number households with four or more persons increased by six percent.

**Table 4: Household Size, City of Woodland, 1990-2000**

| Persons in Household | Number of Households |       | Percent of Total Households |      |
|----------------------|----------------------|-------|-----------------------------|------|
|                      | 1990                 | 2000  | 1990                        | 2000 |
| 1                    | 241                  | 302   | 26%                         | 22%  |
| 2                    | 304                  | 446   | 32%                         | 32%  |
| 3                    | 186                  | 239   | 20%                         | 17%  |
| 4                    | 115                  | 212   | 12%                         | 15%  |
| 5                    | 51                   | 94    | 5%                          | 7%   |
| 6                    | 29                   | 66    | 3%                          | 5%   |
| 7+                   | 18                   | 17    | 2%                          | 1%   |
| Total                | 944                  | 1,376 | 100%                        | 100% |

Source: U.S. Census Bureau

The 1995 Comprehensive Plan, based upon a professional demographer's projection, anticipated that the average household size would continue to gradually drop until there was an average of 2.4 persons per household in the year 2015. So far, this projection has not held true. In the last decade, the average household size increased from 2.59 to 2.67. In 2000, the average household size for owner-occupied housing units was 2.73, for renter-occupied units it was 2.57. According to the 1990 census, the population of Woodland was 52.2 percent female and 47.8 percent male. The gap between the number of females and males narrowed in 2000 with 50.8 percent of the population being female and 49.2 percent being male

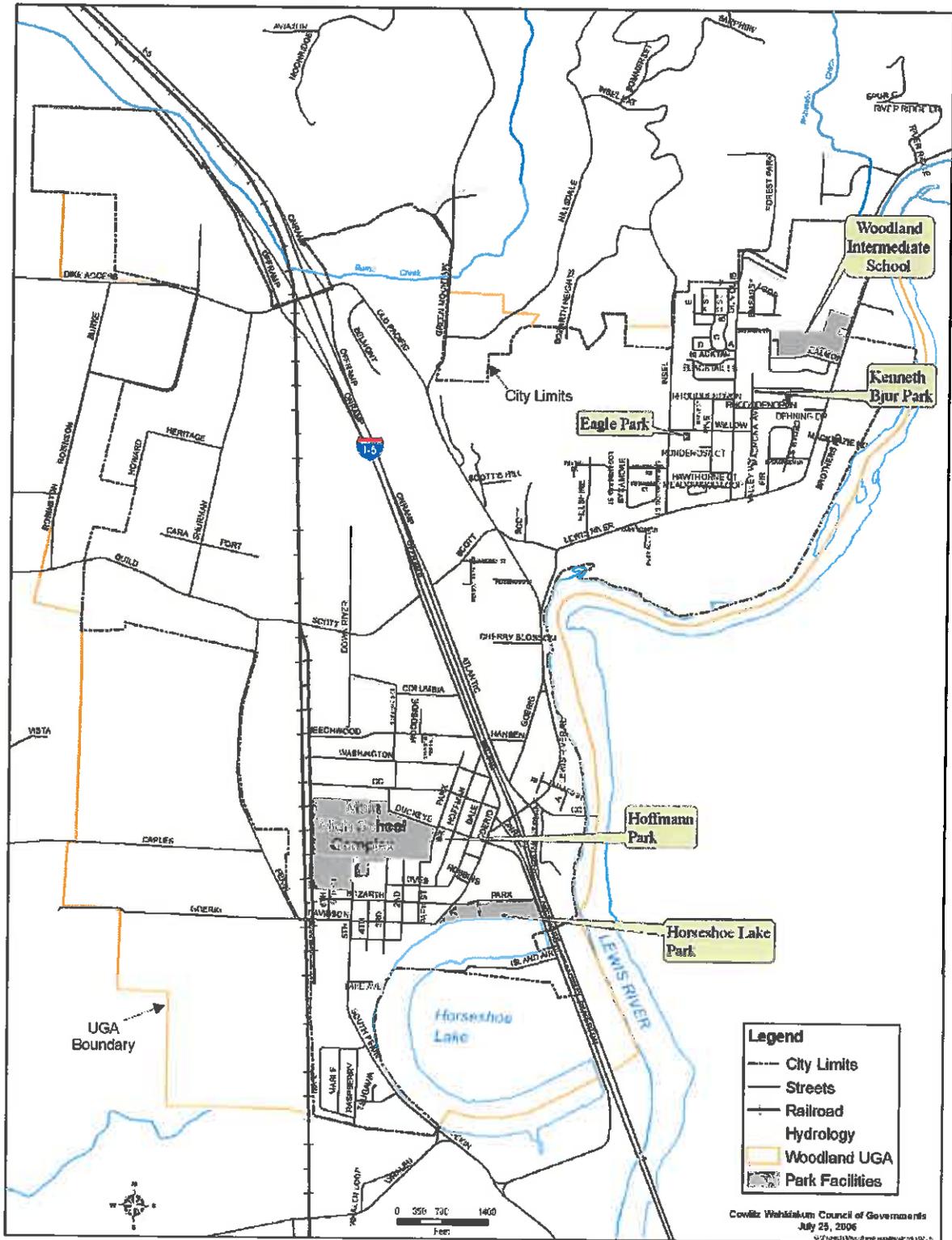
Since the overall population characteristics have been summarized, a detailed look at existing facilities within the planning area and immediate surroundings can begin.

### EXISTING FACILITY INVENTORY

The following pages provide a brief summary of recreational opportunities and parks in and around the City of Woodland. The principal facilities highlighted are under the jurisdiction of the City of Woodland. However, many other providers including the Woodland School District provide significant recreational opportunities to residents of Woodland. Figure 2 provides a visual overview of existing facilities, including those owned by the Woodland School District. Park classifications are discussed in more detail in the next section.



Hoffmann Plaza



**Figure 2: City of Woodland Recreational Facilities**

## City-Owned Facilities

|                              |   |
|------------------------------|---|
| <b>Name:</b>                 | Horseshoe Lake Park   |
| <b>Location:</b>             | North bank of Horseshoe Lake, east of downtown Woodland   |
| <b>Size:</b>                 | 6.5 acres   |
| <b>Classification:</b>       | Community Park  |
| <b>Features Description:</b> | <p>This 6.5 acre park is located on the north bank of Horseshoe Lake, just east of the city's business district. It is the largest developed city park in Woodland and is used frequently for community events, including Planter's Days. Facilities include a covered picnic area, gazebo, open lawn for field games, a playground, a beach, trails, restrooms, a parking lot and a boat launch. Adjacent to the park is Hoffmann Memorial Plaza. The lake is open for swimming (no lifeguard on duty), fishing, boating and water skiing. The covered picnic area can be rented by the general public. The city's new skate park will be located within Horseshoe Lake Park.</p> <p>Horseshoe Lake is an important resource for the residents of Woodland and to visitors traveling on Interstate 5. The lake is heavily utilized for recreation, including fishing, boating, skiing, and swimming. Surface area is 86 acres, its average depth is around 12 feet and its maximum depth is around 24 feet. Horseshoe Lake was created in 1940 when a meander in the North Fork of the Lewis River was isolated from the river during construction of Highway 99 (now Interstate 5). The watershed of the lake (approximately 339 acres) includes agriculture, residential, and business uses.</p> |
| <b>Misc. Notes:</b>          | <p>The Horseshoe Lake trail system was partially completed in 1991. The 2.5 mile semi-developed trail loops around the Horseshoe Lake area. Approximately 1.4 miles of the trail network is within the city, while the remaining segments are within Woodland's Urban Growth Area. The developed portion of the trail, which includes a paved path with road striping and one trailhead sign, begins at the intersection of Park Road and Lake Shore Drive, goes south along Lake Shore Drive, west along Pinkerton Drive, and north along South Pekin Road to the Woodland city limit line. The undeveloped portion continues north on 5th Street, east on Davidson Street (downtown area), north along Goerig Street, and east on Park Street, terminating at Lake Shore Drive.</p>   |

**Photos:**



|                              |   |
|------------------------------|---|
| <b>Name:</b>                 | <b>Hoffmann Park</b>  |
| <b>Location:</b>             | 700 Block of Park Street; adjacent to Library & Community Center  |
| <b>Size:</b>                 | .50 acres   |
| <b>Classification:</b>       | Neighborhood Park   |
| <b>Features Description:</b> | Hoffmann Park contains the Woodland Community Center, playground equipment, tennis courts, landscaping, and open/grassy play areas. The Community Center is located at 782 Park Street and is available for rent. The building includes a full kitchen and has a maximum occupancy of 98 people. Wheelchair-accessible restrooms are available. |

|                     |  |
|---------------------|--|
| <b>Misc. Notes:</b> | Hoffmann Park is located next the Woodland Community Library and is across the street from the Woodland School District main complex. Although small by traditional “neighborhood park” standards, Hoffmann Park does serve as a neighborhood park because of its relative location and diverse offerings. |
| <b>Photos:</b>      |   |

|                              |  |
|------------------------------|--|
| <b>Name:</b>                 | Kenneth Bjur Memorial Park   |
| <b>Location:</b>             | Intersection of Spruce and Madrona   |
| <b>Size:</b>                 | .20 acres  |
| <b>Classification:</b>       | Mini-Park  |
| <b>Features Description:</b> | This small park is located in the residential district in the northeast part of the city at Spruce and Madrona streets. The park is equipped with a jungle gym and swing set and there |

|                       |  |
|-----------------------|--|
|                       | <p>are some limited grassy areas that serve as play areas. Overall, the park primarily serves younger-aged children that live within walking distance of the park. Street parking is available adjacent to the park.</p> |
| <p><b>Photos:</b></p> |   |

|                              |  |
|------------------------------|--|
| <b>Name:</b>                 | Eagle Park   |
| <b>Location:</b>             | 1844 Willow Street (within the River Bend Estates Subdivision)               |
| <b>Size:</b>                 | .30 acres  |
| <b>Classification:</b>       | Mini-Park  |
| <b>Features Description:</b> | Playground equipment, picnic tables and benches with some grassy play areas. |

**Photos:**



**Woodland School District Facilities**

The Woodland school district complex is located in the central part of the city, between Park Street and the railroad tracks, covering approximately 20 acres. The facilities include three gymnasiums, three tennis courts, two baseball fields, two softball fields, one football field and stadium, one track (which the school district lights in the evening for track users part of the year), a concession stand and a playground. Although the city does not manage the school grounds, it is recognized that city residents may use the gyms and outdoor facilities for recreation when not in use by the school.

Woodland Intermediate School is located on the northeastern edge of the city and it features large grassy fields, baseball diamonds, a walking path and playground equipment. The approximately four-acre open portion of the site meets some of the recreational needs for area residents and is within walking distance of several neighborhoods.

Based on results of the Park and Recreation Survey done in conjunction with the park and recreation plan update, school district facilities are highly used by the public, even outside of organized school/sporting events. In this regard, school district facilities help

to meet a portion of the recreational needs of Woodland residents. Further, school sites likely also serve as neighborhood parks for users within walking distance and with abundant parking, school sites may also draw uses from the broader community, including residents from unincorporated Cowlitz and Clark counties.

### **Miscellaneous Local & Regional Facilities**

#### **“Goerig Park” (Bozarth)**

This 1.5 acre parcel is located outside city limits, on the east bank of the Lewis River, just north of the bridge to Clark County and is owned by the City of Woodland. The site has one undeveloped boat launch site and is primarily used for pedestrian access to the Lewis River bank. The property has development potential (e.g., boat launch, etc.), however the environmentally sensitive nature of the Lewis River may limit intensive recreational activities and development.

#### **Paradise Point State Park and Boat Launch**

Paradise Point State Park is located three miles south of Woodland off Exit 16 (I-5) outside of La Center. The regional park is located on the south side of the Lewis River and includes RV camp sites, picnic tables, hiking trails, a boat launch, parking and restrooms. The park also provides access to the East Fork Lewis River for swimming, fishing and boating.

#### **Lewis River Golf Course**

East of Woodland (5.5 miles), along the Lewis River Road, is the privately owned and operated 18-hole Lewis River Golf Course and club house. Open all year, it attracts golfers not only from the local area, but from the Portland-Vancouver and Longview-Kelso areas.

#### **Lewis River Little League Fields**

This facility is located on Green Mountain Road and is owned and operated by Lewis River Little League and includes approximately two acres of developed land west of Green Mountain Road and 11 acres of undeveloped land to the east. Facilities include one softball, one T-ball, one minor and one major ball field. The ball fields meet an important need in the community, and to a certain extent, help to take pressure off of school district facilities. The City of Woodland plans to work cooperatively with the Lewis River Little League to help meet future needs.

#### **Hulda Klager Lilac Gardens**

The Hulda Klager Lilac Gardens are located at the southern end of the city along Pekin Road. The site was named after Hulda Klager, the famed “Lilac Lady” of Woodland. The property contains a two story frame house constructed in 1903 by the father of Hulda Klager. A small barn and several outbuildings are located on the northwest corner of the property. The remainder of the property is comprised of the gardens that prominently feature the lilacs Mrs. Klager developed, as well as over 100 other species of trees, shrubs and plants. Through her fifty-five years of work as a horticulturist, Mrs. Klager became nationally recognized as a leading authority on the hybridizing of lilacs. When she died

in 1960, she had been credited with developing over 250 new varieties of lilacs. The home and gardens are open to the public for several weeks in the spring and on other occasions. The Hulda Klager Lilac Gardens property is listed on the National Register of Historic Places and on the Washington State Heritage Register.

### Clark County

The City of Woodland is partially located in Clark County and around 90 city residents also live within Clark County. In 1997, Clark County and the City of Vancouver consolidated park services into a single agency, the Vancouver-Clark Parks and Recreation Department. The department provides recreation and sports programs for area residents and manages nearly 7,000 acres of parkland, over 44 miles of trails, a number of community facilities, including pools, a



*Hulda Klager Lilac Gardens*

tennis/racquetball center and community centers. Unfortunately, there are no facilities managed by the Vancouver-Clark park district within close proximity to Woodland at this time.

### Cowlitz County

Cowlitz County has limited recreational facilities from a county-wide perspective and this is especially true in the southern extent of the county. The Finn Hall Wayside (Memorial Park) is located east of Woodland on SR-503 and is managed as a cultural and historic area. The wayside is four acres in size and includes picnic and open space areas.

### Washington State Department of Fish and Wildlife

The Washington State Department of Fish and Wildlife (WDFW) manages one boat launch in the Woodland vicinity. The “Martin” launch site is located at the end of South Pekin Road, approximately two miles south of the City of Woodland. There is no designated disabled parking and no overnight parking or camping is allowed at the site. There are primitive restroom facilities and parking for around 25 vehicles.

### Port of Woodland

The Port of Woodland is committed to economic growth through the development of its properties and works to increase the tax base of the Woodland area by bringing clean industry and family wage jobs to the region while maintaining the quality of life and unique essence that is distinctly Woodland. While the Port’s primary focus is in the realm of industrial development and job creation, they also work to serve the recreational needs of the community by providing public access to portions of their property.

The Port leases land along the Columbia River to the Lions Club, who maintain a park facility on the site. In addition, the land in the area of Austin Point (on the Columbia) is available to the public for boating and fishing. As the Port continues to acquire and develop property, additional recreational opportunities may become available.



*Port of Woodland Recreational Site at Austin Point*

## DEMAND & NEED ANALYSIS

### Introduction

In the context of parks and recreation, demand and need can be assessed in many different ways. From discussing participation trends and evaluating existing facilities to reviewing demographic data, there are many options available to communities of all sizes. As stated in the Planning Policies #2 pamphlet published by the IAC (2000), “A small community with minimal needs may rely on a simple process, such as personal observations and informal talks” (5), to analyze need. The City of Woodland chose to evaluate demand and need and reassess level of service standards by utilizing a hybrid approach that included:



- Review of demographic information
- Review of existing level of service from the 1996 Park Plan
- Review of existing documents and community planning efforts
- Inventory and informal evaluation of existing facilities
- Soliciting and dissemination of public comment via an online survey (printed copies were also available) and during public meetings/hearings
- Informal discussion and personal observations of the Park Board, city staff, the public and others
- Discussion by Park Board and public comments received during Board meetings
- Review of the 2005 Woodland Comprehensive Plan

General population information and demographic trends were presented and discussed in the previous section, as was the inventory and evaluation of existing facilities. The discussion below includes a review of park and recreation standards with an analysis of population growth considerations and an examination of the community survey results. In accordance with the GMA, this section also includes estimates of park and recreation demand for a 10-year period and an evaluation of intergovernmental coordination opportunities.

### PARK & RECREATION STANDARDS

Facility standards provide a way to measure the amount of park and recreational space needed to meet the demands of a community. In the 1996 Park and Recreation Plan, park standards were expressed in terms of acres of land and number of facilities per unit of population (known as the “population ratio method”). For example, a community park has a standard of one facility per 10,000 people or a minimum of 5 acres per 1,000

population. These types of guidelines are also known as “level of service” (LOS) standards.

Information such as demographics, participation trends and projections, user characteristics and other considerations can all help jurisdictions tailor standards to ensure that local interests and conditions are a central part of the planning process. It is interesting to note the National Recreation and Park Association (NRPA) no longer lists specific service level standards in their publication entitled *Park, Recreation, Open Space and Greenway Guidelines* (1996). Their original edition from 1934 set the standard that many communities still use today. Instead, the NRPA now recommends that jurisdictions set service standards based on localized conditions and need.

This Park Plan utilizes both numerical standards and qualitative statements derived from analysis of population distribution, survey results and other sources of information. These standards are not meant to be inflexible requirements and should be placed in the overall context of the park and recreation plan. It is also crucial to point out that the population used to calculate need, only includes those living within Woodland City Limits and the Urban Growth Area. As demonstrated throughout by the community survey results, many unincorporated Cowlitz County residents use city recreational facilities regularly.

### **Population Assumptions for Demand & Need Analysis**

Population information is used to support the demand and need analysis by providing for an estimation of current and future recreational users. Demand refers to the degree to which certain facilities and types of recreation are, or will be, utilized. Need represents the series of improvements or additional facilities that are warranted for current or future users based on a comparison of population to established service level standards, expressed community preferences and established policy. Obviously demand and need are strongly linked and an expressed need is assumed to be supported by current or future demand. In this section, recreational need will be projected for the following years (projected population in parenthesis):

|   |       |         |  |
|---|-------|---------|--|
| ■ | 2006: | (4,730) | (baseline year)  |
| ■ | 2012: | (5,452) | (expected life of 6-year capital facility program)       |
| ■ | 2016: | (6,256) | (10-year estimate required per GMA)                      |
| ■ | 2025: | (8,526) | (long-range estimate consistent with comprehensive plan) |

### **Level of Service Standards**

Level of service standards are not specifically required by the GMA or the IAC for park and recreation facilities. However, they are often necessary to fulfill the required steps in preparing the Capital Facilities Element. The Capital Facilities Element must estimate capacities and forecast future needs for all facilities covered in the plan. The GMA allows communities to tailor service standards based on local needs and preferences. The

City of Woodland has chosen to strive to meet the following level of service standards for parks and recreation facilities:

**Table 5: Level of Service Standards**

| Type of Facility  | Acres/1,000 Population |
|-------------------|------------------------|
| Mini-Park         | .25                    |
| Neighborhood Park | 1.0                    |
| Community Park    | 5.0                    |
| <b>Total</b>      | <b>6.25 acres</b>      |

Currently, the City of Woodland has less than eight acres of accessible and/or developed city-owned park land. In addition, the Woodland School District maintains around 25 acres of recreational land that is available during non-school hours to city residents. With a current city population of 4,730 people, the city currently maintains a level of service standard below the standards outlined above. Based on Table 5, the city should have approximately 30 acres of park land at present.

However, when school facilities are added to the park land calculation, total available acres is considered compliant with the above overall land standards. Despite this, the city is still in need of additional facilities and park improvements based on the fact that raw acreage figures do not account for specific recreational offerings that are offered at each site or their relative location in relation to residential areas (e.g., are they within walking distance?). Further, school facilities are generally not included in available recreational land calculations, as the sites are usually unavailable for much of the day (and some evenings) during the school year. Accordingly, the city should strive to meet the aforementioned level of service standards based solely on city-owned/managed facilities.

## **PARK & FACILITY CLASSIFICATIONS**

The following general park classifications and service area and size standards were established by examining the 1996 Park Plan and reviewing national recommendations and standards utilized by other jurisdictions. The community survey was also instrumental in determining latent demand and current and future need. The listed level of service standard is a population-derived figure (ratio) and in most cases is very similar to the standards used in the 1996 Park Plan. For a comprehensive list of existing park and recreation facilities and their associated classification, please see pages 14-18.

### **Mini-Parks (“Pocket Parks”)**

A mini-park is the smallest park classification and is designed to address limited recreational needs of a small geographical area or to account for unique recreational opportunities. This park classification may include active and passive recreation activities including small play areas, scenic overlooks, landscaped public areas, along with picnic and sitting areas. A mini-park does not function in isolation, but instead is ideally part of a network of parks located within close proximity to all residents.

| Service Area Radius   | Typical Size                  | LOS Standard                      |
|-----------------------|-------------------------------|-----------------------------------|
| <i>¼ mile or less</i> | <i>2,500 sq. ft. – 1 acre</i> | <i>.25 acres per 1,000 people</i> |

**Location Guidelines:**

1. Must serve a specific recreation need and be easily accessed by the target user-group
2. Could ideally be established in conjunction with a residential plat on dedicated land
3. If possible, should be linked to other parks via greenways and trails
4. Mini-parks usually serve between 500-750 people per location

**Neighborhood Parks**

Neighborhood parks serve an immediate population generally within close walking distance and provide playground equipment for small children and limited areas for outdoor games and the like. Ideally, a neighborhood park also incorporates facilities for other age groups in addition to children. Neighborhood parks are the basic unit of most park systems and serve as the recreational and sometimes social focus of the neighborhood with the focus on informal active and passive activities. Hoffmann Park is an example of a neighborhood park in Woodland. School district sites often function as de-facto neighborhood parks in many cities, including Woodland.

| Service Area Radius | Typical Size       | LOS Standard                                  |
|---------------------|--------------------|---|
| <i>½ mile</i>       | <i>1 – 5 acres</i> | <i>Minimum of 1 acre per 1,000 population</i> |

**Location Guidelines:**

1. Can be reached by a majority of users without need to cross or use a major arterial, railroad, or highway
2. Priority should be given to lands/facilities that have expansion potential
3. Neighborhood parks serve multiple neighborhoods and usually in excess of 1,000 people per location

**Community Parks**

Community parks serve more than one neighborhood. They can be of any size but are generally larger than a neighborhood park, usually large enough to include several ball fields, spectator seating and any number and type of other facilities, such as tennis courts, picnic shelters, natural areas and flower gardens and a swimming pool. A community park may be small and limited in what it offers but have a community-wide draw because of location and special features. In Woodland, Horseshoe Lake functions as the city's

only community park and is used heavily by city residents, unincorporated residents and out of area individuals that rent or use facilities for and during various events.

| Service Area Radius | Typical Size  | LOS Standard                                   |
|---------------------|---|--|
| <i>½ – 3 miles</i>  | <i>As needed to serve the populace (ideally 5-30 acres)</i> | <i>Minimum of 5 acres per 1,000 population</i> |

**Location Guidelines:**

1. Should serve three to seven neighborhoods
2. Should be located within walking distance of older children and adults
3. Should be located with consideration for future expansion
4. Should be located adjacent to a junior or senior high school whenever possible
5. Community parks typically serve upwards of 10,000 people per location, depending on size

**Bikeway and Pedestrian Trails (Multi-Purpose)**

Multi-use trails are designed as pathways that can be utilized by pedestrians, bicyclists, in-line skaters and others. Trails can be comprised of segments of road, street, highway, railroad right-of-way, dike and natural or developed pathways. There is an established trail network within Horseshoe Lake Park that meanders partially around the lake.

LOS Standard: N/A

**Location Guidelines:**

1. Should serve as links between neighborhoods, schools, and all neighborhood, community, urban area and regional parks.
2. If possible, they should emphasize the natural environment and be designed accordingly.
3. Allow for uninterrupted movement through the city and outlying area and protect users from vehicular traffic.
4. Assist in the formation of a cohesive and comprehensive park and recreation system.

**PROJECTED LAND/FACILITY NEED**

Table 6 projects land needs by the City of Woodland. Based on the adopted level of service standards and taking into account the fact that although Woodland School District facilities help to meet many of the recreational needs of area residents, they are not accessible at all times, the City of Woodland projects the following land needs:

**Table 6: Projected Overall Land Needs**

| Classification    | Total Land Needed (estimated or projected population) |                   |                   |                   |
|-------------------|---|-------------------|-------------------|-------------------|
|                   | 2006 (4,730)  | 2012 (5,452)      | 2016 (6,256)      | 2024 (8,526)      |
| Mini-Park         | 1.2 acres   | 1.4 acres         | 1.6 acres         | 2.1 acres         |
| Neighborhood Park | 4.7 acres   | 5.5 acres         | 6.3 acres         | 8.5 acres         |
| Community Park    | 23.7 acres  | 27.3 acres        | 31.3 acres        | 42.7 acres        |
| <b>Total</b>      | <b>29.6 acres</b>                                     | <b>34.2 acres</b> | <b>39.2 acres</b> | <b>53.3 acres</b> |

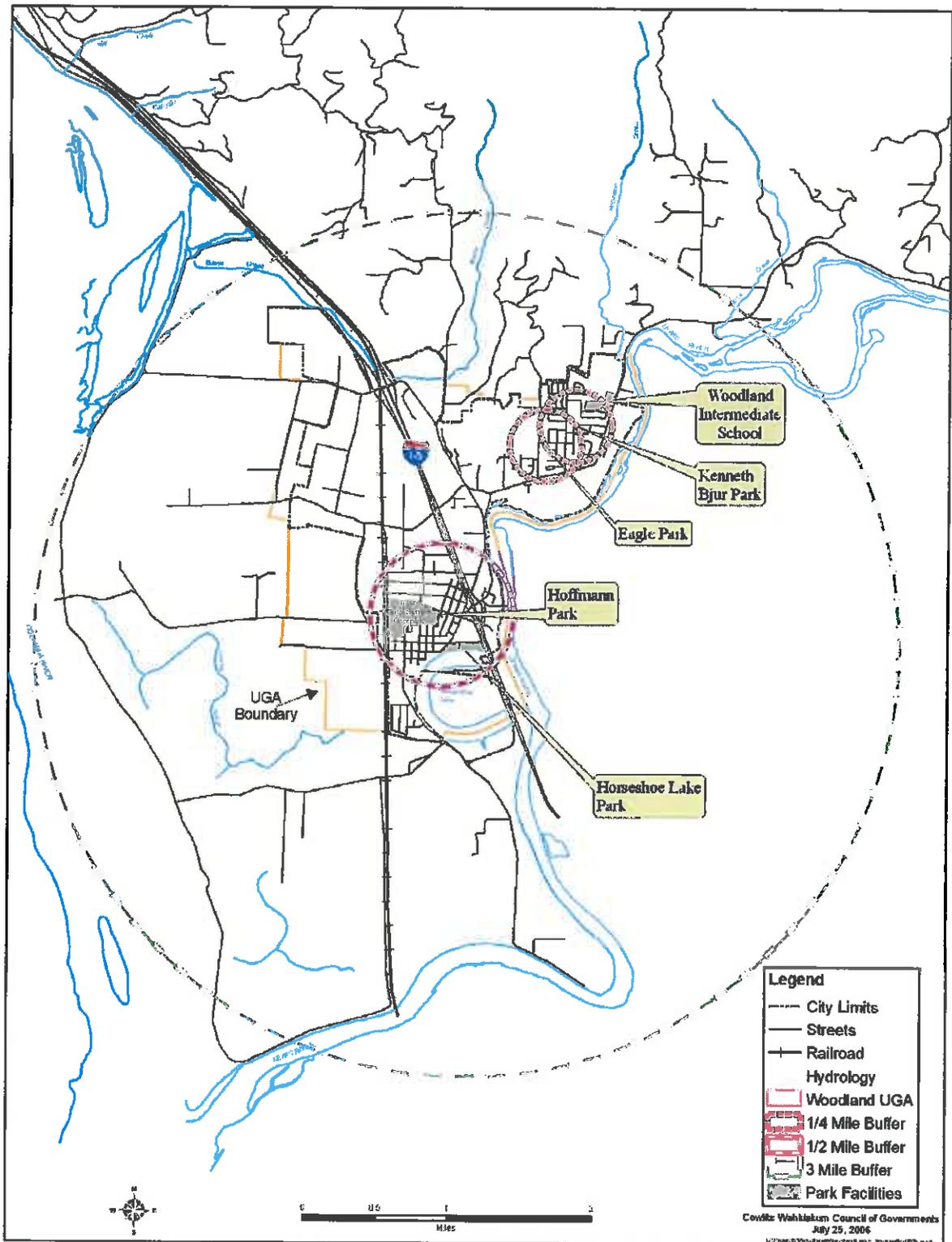
*Note: Figures represent total overall acres needed based on population. Thus, if 34.2 acres were achieved by 2012, only 5 additional acres would be needed by 2016, etc.*

Based on the projected land needs that are derived from the adopted level of service standards, the city is presently in need of around 22 acres of additional park land when current facilities are accounted for. In addition to the projected land needs listed in Table 6, additional lands may be necessary if actual growth rates exceed projected rates. The Woodland Comprehensive Plan assumes an annual growth rate of 3.5%, although actual growth exceeded this rate in 2005 and 2006. Therefore, projected land needs should be viewed with caution as population estimates are inherently less accurate the longer the projection. Changes in population and growth rates will be reflected in subsequent updates to the comprehensive plan and the park and recreation plan/element.

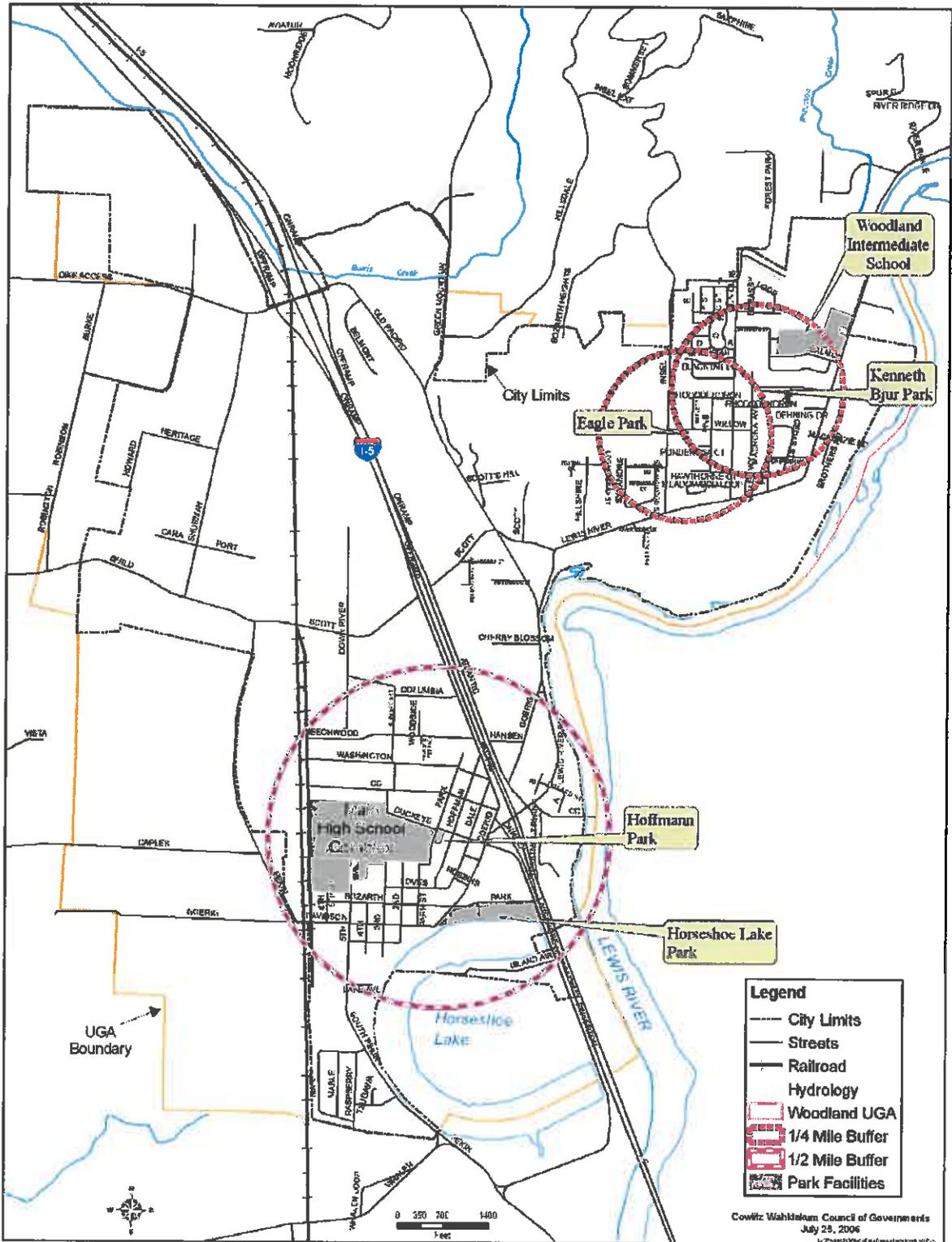
### **Facility Needs & Physical Barriers**

There are also several barriers within the city that limit access to recreational facilities. Interstate 5 divides the city in a west/east fashion. The majority of parks and other facilities including Horseshoe Lake Park, Hoffmann Park and the main Woodland School District complex are located west of I-5. Ironically, the vast majority of new and in-progress residential development is occurring east of the Interstate. State Route 503 (Lewis River Road) on the east side of I-5 further divides the east side in north and south divisions. Although rail lines run along the western edge of the city, there are few residents in this area.

Figures 3 and 4 illustrate service radii for the various existing city-owned facilities based on the classification presented earlier in this section. Areas that are not within the various service circles are generally underserved by existing parks even though they may be within close proximity to school lands. It is clear that residents near downtown Woodland and west of the Interstate fare best when it comes to proximity to recreational amenities. However, even on the west side of the city there are areas in the southern extreme of the existing city limits that are of considerable walking distance from facilities.



**Figure 3: Service Radii for City-Owned Sites**



**Figure 4: Service Radii Detail**

The east side of Woodland is in greater need of parks, as there are only two smaller facilities and both have offerings that are geared to younger-aged users. Further, although Woodland Intermediate School helps to augment city facilities, the school grounds are within walking distance to only a fraction of the residences that are located on the eastern end of the city limits. On the south and east side of Lewis River Road, significant residential development is occurring, with more than 250 homes in development. With Lewis River Road serving as a pedestrian barrier (at least to a certain extent), the need to develop a facility to serve the residents of this area is pressing.

Significant portions of land adjacent to the Lewis River are designated as floodway and much of this land will likely be left as permanent open space. These open space areas could be utilized to provide trails and linear recreation opportunities and possibly other amenities. If the city-owned property adjacent to the Lewis River was developed into a community park, such a facility could serve many of the needs on the east side of town. A sizeable community park and/or two neighborhood parks near the vicinity of Insel Road or Gun Club Road (one at each location) could also serve to meet the needs of area residents.

### **Park & Recreation Survey Results**

The City of Woodland held a park and recreation survey to solicit community input on parks and recreational offerings in and around the city. The survey was available online or in a paper format. Response to the survey was good, with slightly more than 100 households responding. The survey was used in conjunction with the numerical analysis (level of service standards review) to facilitate compilation of plan objectives and the Capital Improvement Program. Appendix A includes the full results of the survey, which are also summarized below:

- Horseshoe Lake Park is widely used by area residents and 70% of respondents rate the facility as “good” or better.
- Eighty-eight percent (88%) of respondents rate the overall quality of Woodland park facilities as “fair” or better.
- When asked why they don’t use facilities, respondents cited a lack of knowledge regarding facilities and offerings (48%) and the fact that sites were not within walking distance from their residence (36%).
- Many people responded that Horseshoe Lake Park is in need of road and parking improvement and updated bathroom facilities.
- There appears to be strong interest in trail-related activities and increasing available walking/hiking paths within the city.
- Respondents engage in a wide variety of recreation activities, with walking, picnicking, bicycle riding, fishing and outdoor swimming ranking the highest.

- Providing and/or improving access to the Lewis River was strongly supported along with trail development and larger community parks and open spaces. Smaller parks (e.g., mini parks) were somewhat less important.
- By a wide margin, respondents would like the city to concentrate on both improving/maintaining existing parks and work to acquire/develop new parks.
- Nearly 80% of respondents stated that they would use a swimming pool if one was constructed in Woodland.
- Approximately two-thirds of those responding lived within city limits, while 87% lived within the boundaries of the Woodland School District.
- Woodland School District facilities are used regularly by area residents outside of organized school-related sporting events.
- The bulk of respondents (~70%) have lived in Woodland for 15 years or less and most live east of I-5 (66%).
- The location of the swimming pool in Horseshoe Lake Park continues to be a controversial topic judging by many of the written responses submitted.

### **Participation Projections**

Another important consideration with planning for park and recreation facilities is future changes in projected recreational participation. The Washington State Interagency Committee for Outdoor Recreation’s 2003 report entitled “Estimates of future participation in outdoor recreation in Washington State,” illustrates some interesting trends. While many of the categories are not applicable to the City of Woodland, several key findings are of some relevance. The growing popularity of trail-related activity including walking, running, bike riding and similar activities is expected to grow significantly in the coming years, as shown in Table 7. Older communities typically value leisure activities and passive recreation, while younger age groups are looking for more active recreation outlets.



Woodland Community Center

**Table 7: Project Increased increases in Outdoor Recreation**

| Activity                     | Estimated Participation Increase by 2013 | Estimated Participation Increase by 2023 |
|------------------------------|--|--|
| Walking                      | +23%                                     | +34%                                     |
| Hiking                       | +10%                                     | +20%                                     |
| Outdoor Team and Ind. Sports | +06%                                     | +12%                                     |
| Bicycle Riding               | +19%                                     | +29%                                     |
| Picnicking                   | +20%                                     | +31%                                     |
| Nature Activities            | +23%                                     | +37%                                     |
| Motor Boating                | +10%                                     | N/A                                      |
| Sightseeing                  | +10%                                     | +20%                                     |

*Note: Adapted from IAC 2003: Estimates of Future Participation in Outdoor Recreation in Washington State. Percent increase is from the study year of 2003.*

The 2006 Woodland Park and Recreation Survey demonstrated high participation rates for many of the activities listed above. In particular, walking, bicycle riding, picnicking and boating all had high levels of participation. The estimated increases in participation lend further support to many of the proposed improvements outlined throughout this park and recreation plan, including many projects supported by respondents of the community survey.

### **Intergovernmental Coordination Opportunities**

Intergovernmental coordination is a means by which the provision of parks and recreational opportunities can be coordinated to potentially reduce costs, improve offerings and redundancy and limit the duplication of services. In the Woodland area, the main purveyors of recreation are the City of Woodland and the Woodland School District. As noted previously, Cowlitz County and Clark County have few or no facilities in the Woodland area. The Port of Woodland has limited recreational facilities that are located a considerable distance from the city.

Coordination with the Woodland School District is especially beneficial as the school's facilities function as neighborhood and community parks to a certain extent. Indeed outside of Horseshoe Park and the Lewis River Little League fields, school sites provide some of the only large areas to engage in such sports as baseball, softball, soccer, football and others. To facilitate intergovernmental coordination the City of Woodland will continue to work cooperatively with any government agency in the pursuit of increased recreational opportunities for area residents.

### **Available City Property**

The City of Woodland owns and will likely be receiving additional land dedications within the Lewis River Floodway east of I-5 and south of Lewis River Road. A total of around 25 acres is likely to be available for future development. Because it is in the floodway no permanent structures can be built and there are also environmental restrictions related to habitat buffers from the Lewis River. However, passive recreation

and uses such as trails may be a possibility, along with more intensive uses such as a boat launch, could potentially be included. The 1996 Park and Recreation Plan noted the city's intention to develop the property and this intention is also reflected herein. The park and recreation survey highlighted strong public support for trails, boating facilities and improved access to the Lewis River.

The City of Woodland also owns land (undeveloped) along the Lewis River in Clark County just over the bridge on the east side of town. This site could potentially be utilized to provide improved access to the Lewis River.

### **Summary of Recreational Needs**

To summarize the results of the analysis conducted in this section, the City of Woodland is in need of the following recreational improvements:

- Additional neighborhood parks are needed, particularly on the east side of I-5. Approximately two to three neighborhood parks could be supported by the existing population and the spatial distribution of residents.
- Although the city has a community park at Horseshoe Lake, additional land and types of recreational offerings are needed. Construction of a new community park could help to serve the neighborhood park needs of some residents and provide citizens with a broader array of activities.
- Additional mini-parks are needed to meet the needs of residents, particularly in underserved neighborhoods and in larger new developments.
- Additional trails are needed and the Lewis River Floodway provides an ideal location for such improvements along with the area surrounding Horseshoe Lake.
- Improved and additional access (e.g., boat launch) to the Lewis River is strongly supported and needed based on expressed demand.
- Numerous smaller-scale park improvements should be implemented including those related to access, parking, landscaping and facility offerings.
- The city can assist and coordinate with groups including the Woodland School District, Lewis River Little League and the Woodland Community Swimming Pool Committee to meet community needs for other types of facilities.

The above list is meant to summarize the results of the needs analysis detailed above. It does not represent a conclusive or complete list of all recommended projects. Please refer to the stated "objectives" listed on pages 5-6 and the Capital Improvement Program outlined in the next section for additional information and a more detailed scope of proposed projects and improvements.

## **CAPITAL IMPROVEMENT PROGRAM**

The following capital improvement program provides a summary of projects that the city of Woodland anticipates undertaking from 2007-2012 as outlined in the Capital Improvement Program on the next two pages and in the “objectives” portion of the park and recreation plan. Note that the below list may somewhat deviate from the adopted project list in the Capital Facilities Element of the Woodland Comprehensive Plan due to timing of updates and revision.

The project list (Table 8) of the Capital Facilities Element should be generally consistent with the Capital Improvement Program outlined below and may have to be revised concurrent with or soon after adoption of the park and recreation plan. All monetary figures are estimates and are subject to change. In addition, some of the previously stated objectives are not necessary “capital” projects and will not appear below. For instance some of the stated objectives outlined above include minor projects, administrative items and other similar actions.

**Table 8. Woodland Parks and Recreation Six-Year Capital Improvement Program**

| Project  | Possible Funding Source(s) | Facility Type | 2007      | 2008      | 2009      | 2010      | 2011 | 2012      |
|--|----------------------------|---------------|-----------|-----------|-----------|-----------|------|-----------|
| Horseshoe Lake Park restroom replacement   | CY                         | N/A           | \$110,000 |           |           |           |      |           |
| Expand and remodel kitchen facilities at Horseshoe Lake Park   | IAC, CY                    | N/A           | \$40,000  |           |           |           |      |           |
| Acquisition/development of community park on city's eastside   | IAC, CY                    | CP            | \$600,000 |           | \$500,000 | \$500,000 |      |           |
| Horseshoe Lake Park road/parking and recreational improvements (e.g., soccer fields, etc.)                               | CY, IAC, WDFW              | N/A           |           | \$150,000 | \$150,000 |           |      |           |
| Little League ballpark facilitation  | CV, P, CY,                 | SC            | \$500,000 |           |           |           |      |           |
| Development of recreational trails   | CY, IAC, CV                | T             |           | 165,000   | 132,000   | 142,500   |      |           |
| Lewis river park and boat launch   | IAC, CY, WDFW, CC          | SU/CP         |           |           | \$750,000 |           |      |           |
| Develop a master plan related to city-owned property (~25 acres) adjacent to the Lewis River on the eastside of Woodland | CY, CV                     | N/A           |           | \$25,000  |           |           |      |           |
| Develop neighborhood parks   | IAC, CY, P, CV             | NP            |           | \$300,000 |           |           |      | \$300,000 |
| Develop a master plan for Horseshoe Lake Park  | CY, CV                     | N/A           |           | \$15,000  | \$15,000  |           |      |           |
| Repair/upgrade boat launch at Horseshoe Lake Park  | CY, IAC                    | N/A           |           |           | \$172,500 |           |      |           |

Funding Source: CY – City CV – Civic Organization P – Private Individual/Organization CC – Cowlitz County IAC – IAC Outdoor Rec. Grants  
WDFW – State Fish and Wildlife

Facility Type: CP – Community Park T – Trail NP – Neighborhood Park MP – Mini-Park SU – Special Use SC – Sports Complex

## Funding Options

The previous table above identified possible funding sources for projects listed on the improvement plan. A brief discussion is warranted so that these sources and alternative funding mechanisms can be identified as specific projects are implemented and other sources of funding are required. Although there are other methods of funding specific projects, the possibilities listed below represent the most common sources of funding. Funding strategies include local, state and federal funding sources.

The Washington State Interagency for Outdoor Recreation (IAC) administers a variety of grant and funding-assistance programs. Table 9 illustrates available programs and minimum matches required by jurisdictions.

**Table 9: IAC Grant Program Summary**

| <br>Interagency<br>Committee for<br><b>OUTDOOR<br/>RECREATION</b> |      | <b>Recreation and<br/>Habitat Grants</b> |     |      |      |         |      |
|--|------|--|-----|------|------|---------|------|
|  | ALEA | BFP                                      | BIG | LWCF | NRTP | NOVA    | WWRP |
| Minimum Match  | 50%  | 25%                                      | 25% | 50%  | 20%  | None    | 50%  |
| <b>Eligible Sponsors</b>   |      |  |     |      |      |         |      |
| Municipalities   | Yes  | Yes                                      | Yes | Yes  | Yes  | Yes     | Yes  |
| Native American Tribes   | Yes  | Yes                                      | Yes | Yes  | Yes  | Yes     | Yes  |
| State Agencies   | Yes  | Yes                                      | Yes | Yes  | Yes  | Yes     | Yes  |
| Federal Agencies   | No   | No                                       | No  | No   | Yes  | Yes     | No   |
| Nonprofit Organizations  | No   | No                                       | Yes | No   | Yes  | Limited | No   |
| Private Facility Operators   | No   | No                                       | Yes | No   | No   | No      | No   |

Source: IAC/CTED 2005

The IAC was created in 1964 as part of the Marine Recreation Land Act (Initiative 215). The IAC administers several grant programs (generally on a matching basis) for recreation and habitat conservation purposes. Depending on the program, eligible project applicants can include municipal subdivisions of the state (cities, towns, and counties, or port, utility, park and recreation, and school districts), Native American tribes, state agencies, and in some cases, federal agencies and nonprofit organizations. Grants are awarded by the Committee based on a public, competitive process which weighs the merits of proposed projects against established program criteria.

IAC grant programs utilize funds from various sources. Historically, these have included the federal Land and Water Conservation Fund, state bonds, Initiative 215 monies

(derived from un-reclaimed marine fuel taxes), off-road vehicle funds, and more recently, Washington Wildlife and Recreation Coalition funds (a separate summary has been prepared for the WWRP program). More information on various grant programs appears below:

#### Aquatic Lands Enhancement Account (ALEA)

The ALEA program provides grants that may be used for the acquisition, restoration or improvement of aquatic lands for public purposes and for providing and improving public access to aquatic lands and associated waters. Funds for this program are derived from the leasing of state-owned aquatic lands and from the sale of aquatic land resources such as sand, gravel and shellfish. Local governments, tribes and state agencies may apply for funding, provided that they are legally authorized to acquire and develop public open space, habitat, or recreational lands. Applicants must provide a minimum 50% local match.

#### Youth Athletic Facilities Program

The Youth Athletic Facilities Program provides grants to develop, equip, maintain and improve youth and community athletic facilities. Washington voters approved the program as part of Referendum 48, which provided funding for the Seattle Seahawks stadium. The program provides funding for three types of projects: 1) acquisition and development of new facilities; 2) improvements to current facilities; and 3) maintenance of existing facilities. The funding is split equally between the three categories. Cities, counties and qualified non-profit organizations can apply for funding. Grant recipients must provide at least 50% matching funds in cash or in-kind contributions. Local governments (cities, counties, ports, etc.) can apply for funding along with tribes, state agencies, private marinas open to the public and non-profit organizations.

#### Boating Infrastructure Grants (BIG) Program

The IAC manages the Boating Infrastructure Grants (BIG) program to help local communities address the needs of boaters. The program provides funding for recreational transient boating facilities, targeting the needs of recreational boats 26 feet and larger. Grant recipients are required to provide 25% matching funds in either cash or in-kind contributions. Funding is provided by a portion of the federal Aquatic Resources Trust Fund as administered by the U.S. Fish and Wildlife Service.

#### Aquatic Lands Enhancement Account - Wetland Stewardship Program Department of Natural Resources

This program provides grant monies to state and local agencies to acquire wetland sites, which shall be committed to long-term educational and research uses. Sites must be on or associated with navigable waterways. Funds for this program are derived from the

leasing of state-owned aquatic lands and from the sale of aquatic land resources such as sand, gravel, and shellfish. This program began in 1992.

#### Washington Wildlife and Recreation Program (WWRP)

The WWRP provides funding for the acquisition and development of local and state parks, water access sites, trails, critical wildlife habitat, natural areas, and urban wildlife habitat. Grants are divided into the following main categories: critical habitat, local parks, natural areas, riparian habitat (special funding source), state parks, trails, urban wildlife and water access. Local governments, state agencies and tribal governments are all eligible to apply for funding. A minimum 50% match of funds is required for local and tribal governments.

#### Boating Facilities Program (BFP)

The BFP was created in 1965 by a voter-approved initiative. The program provides grants for projects that acquire, develop and renovate boating facilities, including launching ramps, transient moorage and support facilities on both freshwater and saltwater. Funding is divided equally between state and local agency projects. Local governments, tribes and state agencies are all eligible under the program. Matching funds in the form of cash or in-kind contributions are required.

#### Land and Water Conservation Fund (LWCF)

The LWCF provides grants to buy land and develop outdoor facilities, including parks, trails and wildlife lands for the public. Local governments, tribes and state agencies are eligible to apply and grant recipients must provide at least 50% matching funds in either cash or in-kind contribution. Indoor facilities, as well as maintenance and operation costs are not eligible under the program.

#### Impact Fees

The City of Woodland enacted park and recreation impact fees in the fall of 2005. The fees are provided by developers of residential structures and all monies collected are directed to fund needed improvements. Collection of impact fees is authorized by the GMA.

#### Park Land Dedication or Fee in Lieu of Land Dedication, Impact Mitigation through SEPA

Under state code, cities can require subdivision developers to dedicate land for park use. Under the Revised Code of Washington (RCW) Chapter 82.02, a developer can voluntarily submit a fee instead of land dedication. Under the State Environmental Policy Act (SEPA), if a development (e.g. an apartment complex) will have an impact on the park system that can be demonstrated, the city can require the developer to provide mitigation such as land dedication, park improvements or fees.

### User Fees

User fees can be charged for a wide range of activities, including parking, and special park uses such as corporate picnics, camping, regattas, and other special events. While some user fees are implemented to reduce vandalism and control park usage, some user fees could generate additional revenues to implement other elements of the Comprehensive Parks, Recreation, and Open Space Plan.

### Community Development Block Grants

These are federal funds from the U.S. Department of Housing and Urban Development that are administered by the state Department of Community, Trade and Economic Development. They may be used for community facilities such as community centers and properties by the jurisdiction must demonstrate a definite benefit to local low-to-moderate income households. Often CDBG funds can be used as a match with other state or federal dollars for a public purpose project.

### Donations

Individuals may choose to make additional land available for public use by donating their land to the city. Donations can be used as match for additional acquisitions through state grant programs, effectively doubling the size of most donations.

### Park and Recreation District

RCW 36.69 allows for the formulation of park and recreation districts for the purpose of providing recreational facilities and activities. Citizens of the Woodland area voted to form the Woodland Swimming Pool and Recreation District. The district could pursue voter-approved funding for new park facilities and/or maintenance and operation of park facilities.

### Transportation Enhancement Funding (TEA-21)

The Federal Intermodal Surface Transportation Efficiency Act (ISTEA) authorized funding for Transportation Enhancement Activities which includes historic preservation, bicycle and pedestrian facilities and scenic beautification. ISTEA requires each State DOT to set aside at least 10 percent of its STP funds for use only on Transportation Enhancements. The Transportation Equity Act for the 21st Century was enacted June 9, 1998 as Public Law 105-178. TEA-21 authorizes the Federal surface transportation programs for highways, highway safety, and transit for the 6-year period 1998-2003. The TEA 21 Restoration Act, enacted July 22, 1998, provided technical corrections to the original law. The material presented on this web site reflects the combined effect of these two laws and refers to this combination as TEA-21.

## **PUBLIC INVOLVEMENT & PLAN ADOPTION**

By nature and very often by statute (as is the case with the GMA), community-planning efforts represent a public process that is designed to fully incorporate the general public in the decision-making process. With respect to park planning, the IAC requires that all park plans submitted for grant consideration, specify how public comment was solicited and incorporated into the plan.

The GMA further requires that jurisdictions ensure public participation by establishing “a public participation program identifying procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans... (RCW 36.70A.140).” The City of Woodland has done this by providing information and encouraging public participation throughout the park plan update process. In addition, the city’s comprehensive plan clearly outlines the process for comprehensive plan amendments and the opportunity for public comment and participation.

The Woodland Park Board is the advisory body charged with developing the park and recreation plan. The public involvement process consisted of numerous opportunities for public comment and review. Monthly Park Board meetings were open to the public, although turnout was generally light during the course of the update process. The Woodland Park Board discussed elements of the park and recreation plan update at the following meetings: February 22, 2006; March 15, 2006; April 10, 2006; May 17, 2006; June 21, 2006; July 19 2006; and August 16, 2006 before transmitting a recommendation for approval to the Woodland Planning Commission and Woodland City Council.

The bulk of public involvement relative to this plan, was provided via a community-wide survey that included the distribution of printed surveys and an online survey for interested residents. Community response to the park and recreation was fairly high, with around 100 households responding (see Appendix A for copies of the survey and the survey results).

Of note, around a third of all survey respondents live in unincorporated Cowlitz County. This is important because it demonstrates a sizeable service area boundary for the City of Woodland and other recreational purveyors. Several articles on park and recreational planning efforts were also published in local newspapers (Appendix B).

Following adoption, official approval documents will be available upon request and will be included with the official transmittal to the state. Upon acceptance from the state (IAC), the City of Woodland will be eligible to compete for grants in a variety of programs for six years.

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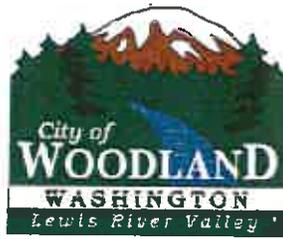
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RECEIVED  
 DEC 31 2013  
 CITY OF WOODLAND

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)<br><br><u>11/30/13</u> |
| <input checked="" type="checkbox"/> | Community Center       |  |
| <input type="checkbox"/>            | Council Chambers       |  |

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     |   |   | / |                                    |
| Cleaning supplies easily accessible       |   | / |   |                                    |
| Kitchen equipment functional              | / |   |   | large burner on stove doesn't work |
| Thermostat functional                     |   | / |   |                                    |
| Other(s) - oven door - handle was hanging |   |   |   |                                    |

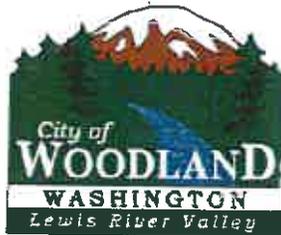
P=Poor S=Satisfactory E=Excellent

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

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JAN 07 2013

CITY OF WOODLAND



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

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           |   | X |   |          |
| Tables/Chairs in good condition       |   | X |   |          |
| Garbage containers empty upon arrival |   |   | X |          |
| Cleaning supplies easily accessible   |   |   | X |          |
| Kitchen equipment functional          |   |   | X |          |
| Thermostat functional                 |   |   | X |          |
| Other(s)                              |   |   |   |          |

P=Poor S=Satisfactory E=Excellent

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

12-12-2013

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           |   |   | X |          |
| Tables/Chairs in good condition       |   |   | X |          |
| Garbage containers empty upon arrival |   | X |   |          |
| Cleaning supplies easily accessible   |   | X |   |          |
| Kitchen equipment functional          |   |   | X |          |
| Thermostat functional                 |   |   | X |          |
| 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.