



**PARKS & RECREATION BOARD AGENDA
5:00 P.M. WEDNESDAY, JANUARY 20, 2016**

**** SPECIAL LOCATION****

**CITY HALL ANNEX
230 Davidson Avenue - Woodland, WA 98674**

CALL TO ORDER

CITIZEN COMMUNICATIONS FOR ITEMS NOT ON THE AGENDA

CITIZEN COMMUNICATIONS FOR ITEMS ON THE AGENDA

MINUTES

October 21, 2015

NEW BUSINESS

Council Action - WSDOT Triangle Landscaping
Horseshoe Lake Fireplace Chimney Repair

CONTINUED BUSINESS

2016 Final Budget
South Pekin Road Land Purchase
Scott Hill Park & Sports Complex
Rotary Memorandum of Understanding
Horseshoe Lake Management

OTHER

Facility Questionnaires
Project Update

ADJOURNMENT

Next regular meeting to be held at 5:00 p.m., Wednesday, February 17, 2016, Woodland 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
OCTOBER 21, 2015**

The regular meeting of the Woodland Park Board was held on October 21, 2015, at the Woodland Police Station - Council Chambers, 200 East Scott Avenue, Woodland, WA 98674.

Chair Hammons called the meeting to order at approximately 5:07 p.m. Roll call found the following:

BOARD MEMBERS:

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

MAYOR/COUNCIL:

Al Swindell (Absent)
Susan Humbyrd (Absent)

STAFF:

Bart Stepp, Public Works Director
Jody Herz, Engineering Technician (Absent)

CITIZENS:

Sandy Larson, Scott Hill Park Project Manager for Rotary

CITIZEN COMMUNICATION FOR ITEMS NOT ON THE AGENDA

None

CITIZEN COMMUNICATION FOR ITEMS ON THE AGENDA

None

MINUTES

The August 19, 2015 minutes were approved as presented.

NEW BUSINESS

- **Council Action.** Staff reported that City Council approved Planter's Day and Get Bold's Blooms to Brews Marathon. Discussion was held regarding Blooms to Brews potential traffic impacts and that it is unknown if the event will be a fundraiser for Scott Hill Park in 2016.
- **Budget.** Bart Stepp discussed the proposed budget for 2016 and reported no significant changes from the 2015 budget. Park Board held discussion on possible uses of Park Impact Fees and requested the Public Works Director ask if the Muyskens property was available for sale as a pocket park for the south side of town.

- **Park & Recreation Plan Update.** Public Works Director Stepp reported that the Park Plan was approved by the City Council and Washington Recreation and Conservation Office and provided copies of the plan and approval letter to park board members.
- **Scott Hill Park and Sports Complex.** Sandy Larson, Rotary Club of Woodland's reported on and discussed the following:
 - Near completion of Market Analysis;
 - Economic impact will be done shortly, important for businesses like the Port in regards to giving of funds for park;
 - Feasibility analysis of Mike Wilson has identified donors, looking to ask for a grant from the state capital budget, board may approve additional funding for Mr. Wilson to get money from donors, local legislators have indicated this will be their top request in the capital project;
 - Concerns have been raised about the number of giving campaigns in Woodland;
 - Contracted with RB Engineering to do civil design for park;
 - Geotech report was completed recently;
 - Landscape design and building design are in the process;
 - Traffic study should be completed by end of October; and
 - Gold Leaf Event was successful again, new auctioneer this year who was well received, food and music was great, Representative Orcutt was present.
- **Horseshoe Lake Management.** Boardmember Curry reported on carp installation, grant status, lake level, low water clean-up along the shoreline by the Public Works crew, and a \$25,000 budget request for milfoil management.

OTHER

- **Special Agreements.** Discussion was held regarding what comes to the Board and what goes to City Council.
- **Facility Questionnaires.** Discussion ensued regarding carpet cleaning at the Community Center and fireplace repairs at the Horseshoe Lake covered area.
- **Make a Difference Day.** Staff reported that the event is scheduled for this Saturday at 8 A.M.

ADJOURNMENT

The meeting was adjourned at approximately 5:50 p.m. The next regular meeting will be held at 5:00 p.m. on Wednesday, November 18, 2015, at the Woodland Police Station - Council Chambers.

Minutes approved: _____

Bart Stepp, Public Works Director

Date

APPROVED

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

| | |
|---|--|
| Agenda Item: Authorize Mayor to sign maintenance agreement with Port of Woodland for care of the Welcome to Woodland sign & landscaping at the State of Washington traffic triangle located near exit 21 | Agenda Item #: (D) Consent For Agenda of: 12/21/2015 Department: Mayor Date Submitted: 12/16/2015 |
| Cost of Item: <u>TBD</u> Amount Budgeted: _____ Unexpended Balance: _____ | BARS #: _____ Description: _____ |

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

Committee Recommendation: _____

| |
|---|
| Agenda Item Supporting Narrative (list attachments, supporting documents): Agreement |
| Summary Statement/Department Recommendation: The maintenance of the Welcome to Woodland sign and landscaping at the traffic triangle has been an on-going issue over the years. Through an agreement with WDOT the City manages the welcome sign, landscaping and maintenance of the triangle. There have been a number of community sponsored projects there including the signage. Recently the Port of Woodland approached the City with the idea to take over the landscaping and maintenance for the traffic triangle located near exit 21. This agreement would be in effect until December 31, 2020 and may be renewed annually thereafter. Recommend to authorize Mayor to sign maintenance agreement with Port of Woodland for care of the Welcome to Woodland sign & landscaping at the State of Washington traffic triangle located near exit 21. |

AGREEMENT

AN AGREEMENT between the City of Woodland, hereinafter the "City" and the Port of Woodland, hereinafter the "Port", relating to the maintenance of the welcome to Woodland sign and landscaping at the State of Washington traffic triangle, being within the limited access area at Interstate 5 and SR 503 Interchange at Exit 21 and located at the intersections of Lewis River Road, Goerig Street and Pacific Ave in Woodland, Cowlitz County, Washington, hereinafter the "Triangle".

WHEREAS, through an agreement with the Washington Department of Transportation the City manages the welcome sign, landscaping and maintenance of the Triangle; and

WHEREAS, the Port has indicated an interest in assuming responsibility for the maintenance of the Triangle and landscaping; and

WHEREAS, the City agrees that this arrangement would be beneficial for the City and community.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

Section 1. The City agrees to provide the water necessary to irrigate the Triangle during the summer months including maintenance of the sprinkler system.

Section 2. The Port agrees to keep the Triangle maintained including watering, replacement of plants as necessary and removal of weeds. Plants and signs must no create a traffic visibility hazard for motorists using the area.

Section 3. The Port may contract with a landscaping contractor to perform the landscaping maintenance of the Triangle.

Section 4. The Port agrees to obtain permission from the City before making major changes to the Triangle property.

Section 5. This agreement will be managed through the cooperative effort of the Mayor and the Port Executive Director.

Section 6. Neither the City nor the Port shall be liable for maintenance performed on the Triangle by a landscaping contractor. Said contractor shall be instructed to maintain the landscaping and signage so as to create no traffic visibility hazards.

Section 7. This agreement will remain in effect until December 31, 2020 and may be renewed yearly thereafter.

Dated this 17 of November, 2015

FOR THE CITY OF WOODLAND:

Grover B. Laseke, Mayor

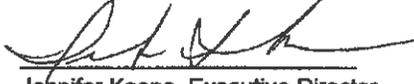
ATTEST:

Mari E. Ripp, Clerk Treasurer

APPROVED AS TO FORM:

Bill Eling, City Attorney

FOR THE PORT OF WOODLAND:



Jennifer Keene, Executive Director



Vancouver Chimney & Masonry
 1300 NW 49th St
 Vancouver, WA 98663
 vancouverchimney@gmail.com

Estimate

| Date | Estimate # |
|------------|------------|
| 10/28/2015 | 1042 |
| | Exp. Date |
| | |

| Address |
|--|
| City Of Woodland 200 Park Rd Woodland WA 98674 |

REPAIRS COMPLETED
 1/14/16

Jody

| P.O. Number |
|--------------|
| 360.608.8722 |

| Activity | Quantity | Rate | Amount |
|---|----------|----------|-------------------|
| • Rebuild firebox | 1 | 2,520.00 | 2,520.00T |
| • Tuckpoint deteriorated areas on the exterior of fireplace | 1 | 500.00 | 500.00T |
| • Add Custom stainless steel chimney cap | 1 | 650.00 | 650.00T |
| SubTotal | | | \$3,670.00 |
| Tax (7.8%) | | | \$286.26 |
| Total | | | \$3,956.26 |

Accepted By _____

Accepted Date _____

S PEKIN LAND PURCHASE

Jody Bartkowski

From: Bart Stepp
Sent: Tuesday, January 12, 2016 9:43 AM
To: bhbinder
Cc: Jody Bartkowski; Amanda Smeller
Subject: RE: Appraisal for Woodland Parcels #508120101 and #508120102

Thanks Barry,

The proposal of \$900 is accepted and this e-mail can be your documentation of proposal acceptance. Please proceed with getting the business license and completing the work.

I will be out of the office quite a bit the next few weeks. If you have questions about setbacks and such you can contact Planner Amanda Smeller at (360) 225-1048 or smellera@ci.woodland.wa.us.

Thanks,

Bart Stepp, PE
City of Woodland
Public Works Director
PO Box 9; 300 E. Scott Ave.
Woodland, WA 98674
(360) 225-7999
(360) 225-7467 (fax)
"Serving Community Needs Day and Night"

From: bhbinder [<mailto:barry@binderappraisal.com>]
Sent: Monday, January 11, 2016 1:27 PM
To: Bart Stepp
Subject: RE: Appraisal for Woodland Parcels #508120101 and #508120102

Bart,

You will find the Business License Application attached, and the cost for the non-resident business license of \$110.00 included in the proposal. If the proposal is accepted, I will contact the City to obtain additional information on their setback, restrictions and requirements affecting the two lots.

This proposal is for a vacant land appraisal on the following described residential lots for a total fee of \$900. including the appropriate business license in Woodland, WA. The estimated completion date is three weeks, Feb. 1, 2016., payable on delivery. The reports are available on legal paper, letter size (printed pdf.) and/or as a pdf document.

1. 203 Tsugawa Ct. Parcel #508120101
2. 215 S Pekin Rd. Parcel #508120102

Thank you for the opportunity to bid on the appraisals for the City of Woodland.

Sincerely,
Barry Binder, SRA
Binder and Associates
360-573-8114

Barry Binder, SRA Binder and Associates 15901 NE 31st Ave Ridgefield, WA 98642 360-573-8114
bus. 360-921-5779 cell. barry@binderappraisal.com

-----Original Message-----

From: Bart Stepp <SteppB@ci.woodland.wa.us>
Sent: 1/4/2016 7:44:55 PM
To: bhbinder <barry@binderappraisal.com>;
Subject: RE: Appraisal for Woodland Parcels #508120101 and #508120102

Mr. Binder,

Did you send in a bid? I haven't seen anything.

Bart Stepp, PE

City of Woodland

Public Works Director

PO Box 9; 300 E. Scott Ave.

Woodland, WA 98674

(360) 225-7999

(360) 225-7467 (fax)

"Serving Community Needs Day and Night"

From: bhbinder [<mailto:barry@binderappraisal.com>]
Sent: Thursday, December 17, 2015 3:20 PM
To: Bart Stepp
Subject: Appraisal for Woodland Parcels #508120101 and #508120102

Bart Stepp,

I have reviewed the information you sent, and need to checking on several things before preparing the application and submitting a bid by Tuesday of next week.

Sincerely,

Barry Binder, SRA

Binder and Associates

360-573-8114

Barry Binder, SRA
Binder and Associates
15901 NE 31st Ave
Ridgefield, WA 98642
360-573-8114
bus.360-921-5779
cell.barry@binderappraisal.com

-----Original Message-----

From: Bart Stepp <SteppB@ci.woodland.wa.us>

Sent: 12/11/2015 1:16:26 PM

To: "barry@binderappraisal.com" <barry@binderappraisal.com>;

Subject: Appraisal for Woodland Parcels #508120101 and #508120102

Hello,

The City is looking at potentially purchasing a couple undeveloped residential properties for a small park and needs an appraisal on the properties. The parcels are #508120102 (215 S Pekin Road) and #508120101 (203 Tsugawa Ct.). They are adjacent parcels but have different frontages.

Attached is an aerial map of the two properties that are west of horseshoe lake as well as a copy of the short plat for the properties.

If you are interested in appraising these properties for the City please e-mail me back a proposal. You will need to include in your proposal the cost to obtain a City of Woodland Business License. I have attached an application.

Thanks,

Bart Stepp, PE

City of Woodland

Public Works Director

PO Box 9; 300 E. Scott Ave.

Woodland, WA 98674

(360) 225-7999

(360) 225-7467 (fax)

“Serving Community Needs Day and Night”

FINAL-2016

| Account Number | Description | Actual 2014 | Budget 2015 | Budget 2016 |
|-----------------------------------|----------------------------------|---------------------|---------------------|---------------------|
| Park | | | | |
| Community Center | | | | |
| 101-000-000-575-50-31-00 | Operating Supplies | \$9.69 | \$250.00 | \$250.00 |
| 101-000-000-575-50-38-00 | Repairs/Maintenance: Supplies | \$0.00 | \$0.00 | \$0.00 |
| 101-000-000-575-50-42-00 | Communications | \$707.21 | \$750.00 | \$750.00 |
| 101-000-000-575-50-47-00 | Utilities | \$4,690.01 | \$5,000.00 | \$4,000.00 |
| 101-000-000-575-50-48-00 | Repairs/Maintenance: Building | \$457.82 | \$500.00 | \$500.00 |
| 101-000-000-575-50-49-00 | Miscellaneous | \$15.00 | \$100.00 | \$100.00 |
| Total Community Center | | \$5,879.73 | \$6,600.00 | \$5,600.00 |
| Park Facilities | | | | |
| 101-000-000-576-80-10-00 | Salaries | \$47,578.35 | \$57,000.00 | \$57,000.00 |
| 101-000-000-576-80-20-00 | Personnel Benefits | \$20,194.31 | \$22,000.00 | \$22,000.00 |
| 101-000-000-576-80-31-00 | Operating Supplies | \$1,045.87 | \$5,000.00 | \$5,000.00 |
| 101-000-000-576-80-32-00 | Fuel Consumed | \$858.62 | \$1,100.00 | \$1,100.00 |
| 101-000-000-576-80-41-00 | Professional Services | \$0.00 | \$650.00 | \$0.00 |
| 101-000-000-576-80-45-00 | Rentals | \$4,818.00 | \$3,500.00 | \$3,500.00 |
| 101-000-000-576-80-47-00 | Utilities | \$15,464.17 | \$15,000.00 | \$16,000.00 |
| 101-000-000-576-80-48-00 | R & M: Buildings & Equipment | \$4,589.45 | \$5,500.00 | \$2,000.00 |
| 101-000-000-576-80-48-10 | R & M: Community Garden | \$0.00 | \$0.00 | \$0.00 |
| 101-000-000-576-80-49-00 | Miscellaneous | \$0.00 | \$0.00 | \$0.00 |
| 101-000-000-576-80-49-20 | Horseshoe Lake Management | \$4,210.50 | \$5,000.00 | \$17,500.00 |
| Funding for fish/carp \$12,500 | | | | |
| Total Park Facilities | | \$98,759.27 | \$114,750.00 | \$124,100.00 |
| Nonexpenditures | | | | |
| 101-000-000-589-00-00-00 | Key Deposit Refunds: Comm Center | \$3,200.00 | \$4,000.00 | \$2,500.00 |
| 101-000-000-589-00-01-00 | Key Deposit Refunds: HSL Shelter | \$1,450.00 | \$1,500.00 | \$1,500.00 |
| Total Nonexpenditures | | \$4,650.00 | \$5,500.00 | \$4,000.00 |
| Capital Expenditures | | | | |
| 101-000-000-594-75-64-00 | C/O Equipment: Community Center | \$0.00 | \$0.00 | \$0.00 |
| 101-000-000-594-76-63-00 | C/O Building Structures: Park | \$0.00 | \$3,500.00 | \$0.00 |
| 101-000-000-594-76-64-00 | C/O Equipment: Park | \$3,478.70 | \$5,270.00 | \$5,000.00 |
| 101-000-000-594-76-66-00 | C/O Park: Copier | \$553.64 | \$695.00 | \$695.00 |
| Total Capital Expenditures | | \$4,032.34 | \$9,465.00 | \$5,695.00 |
| Transfer Out | | | | |
| 101-000-000-597-00-00-03 | Contribution to 001/General | \$26,458.00 | \$25,150.00 | \$25,150.00 |
| | Contribution to 001/City Admin. | \$0.00 | \$0.00 | \$3,480.00 |
| Total Transfer Out | | \$26,458.00 | \$25,150.00 | \$28,630.00 |
| Total Park | | \$139,779.34 | \$161,465.00 | \$168,025.00 |
| Ending Fund Balance | | | | \$7,107.00 |
| Grand Total Park | | | | \$175,132.00 |

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

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

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

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

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

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

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

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

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

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

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

1. **Purpose.** The purpose of this Agreement is to define the responsibilities of the City and the Rotary Club in the development of sports/athletic fields and facilities in the Park and to provide for effective cooperation in the implementation of the provisions set forth herein. Both parties understand the necessity of frequent communication and agree to take the steps necessary to insure that regular communication occurs. Additional written agreements can be used on particular facets of the project (e.g., concession stand, etc.) when practical or as part of project phasing.
2. **Definition of Construction.** That time, during which contractors, subcontractors, or volunteers are on site, providing goods and/or services to further the completion of the project.
3. **Obligations of the Parties.**

CITY OBLIGATIONS

- A. The City, by and through its Parks Board and designees, shall make advisers available to the Rotary Club for development of the Park;
- B. The City shall assume the obligation to maintain and repair the Facilities upon acceptance and completion, either directly or through effective oversight of a responsible third party.;
- C. The City shall respond in a timely manner to questions and concerns of the Rotary Club;
- D. Notwithstanding the above, the City shall not assume any responsibility for construction or for funding of the improvements or equipment initiated by Rotary Club, except that in the event that certain types of funding may be available only to the City, for example in the form of grants to municipal entities, the City may agree to apply for such funding.
- E. If public funds are obtained for the construction of a portion or all of the "Facilities", the City will be responsible for managing and administering those public funds to the extent required by law or the funding source. The City would not be responsible for managing any phases of the project that are not paid for by public funds.

ROTARY OBLIGATIONS

- A. The Rotary Club shall perform fund-raising for the development and construction of the Facilities in the Park. The Rotary Club will follow Rotary policies, guidelines and directives for fund raising and sponsorships;
- B. The Rotary Club shall inform the City regarding the Rotary Club's planning and side development of the Facilities. The Rotary Club shall choose equipment and materials with an emphasis on low-cost, high-quality, low-maintenance equipment/materials. All work shall meet City of Woodland construction standards. Rotary Club shall obtain all necessary permits and approvals as required by law;

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

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

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

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

G. The Rotary Club shall be responsible for the construction of the park improvements on Scott Hill. **If public funds are used requiring City management for construction of a portion or all of the "Facilities", the Rotary Club will approve the design and scope of any work prior to the City beginning the bidding process for any construction;**

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

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

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

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

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

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

necessary should grants from other government entities require that the City be responsible for design and construction of a specific part of the project.

7. **Acting Independently From The City.** The Rotary Club and the City understand and expressly agree that the Rotary Club is acting independently from the City in the performance of each and every part of this Agreement. The Rotary Club assumes the entire responsibility for carrying out and accomplishing the work/services required under this Agreement. The Rotary Club shall have the sole judgment of the means, mode or manner of the actual performance of work/services required under this Agreement. Additionally, and as an independent contractor, the Rotary Club and their employees shall make no claim of City employment nor shall claim against the City and any related employment benefits, social security, and/or retirement. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Rotary Club and/or any officer, employee or agent of the Rotary Club and the City. The Rotary Club shall obtain whatever licenses or bonds required by law to perform its obligations under this Agreement.

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

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

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

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

12. **License to Enter Property.** The City grants Rotary Club a non-exclusive, revocable license to enter the Park for the purpose of design and construction. Fund-raising events held at the Park will require a supplemental license. The license is not assignable but shall apply to contractors and volunteers who have entered and remain upon the property for the sole purpose of performing work on the project. The license is not a lease and is not intended to create either a legal or equitable interest in the real property. Rotary Club shall notify the City of any injury or

other claim event within 5 days of its occurrence or within 5 days of when Rotary Club has notice. The failure of the City to insist on the performance of any of the terms and conditions of this license, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as waiving either the terms and conditions of the license or the breach.

13. Indemnification and Hold Harmless.

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

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

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

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

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

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

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

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

16. Compliance With Law. The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement including the laws applicable to building construction and accessibility for the disabled. Likewise, in the event, either the facts, the law or an interpretation of the law triggers the application of public bidding and associated public works statutes including prevailing wage to this project, then the parties agree to take the steps necessary to comply with such law and regulations.

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

18. Insurance.

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

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

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

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

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

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

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

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

23. **Severability.**

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

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

24. **Termination.** Either party may terminate this Agreement, with or without cause, by written notice from either party to the other party six (6) months in advance of the termination.

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

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

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

TO: DOWNTOWN ROTARY CLUB
c/o Michael Jackson, President
Columbia State Bank, Woodland Branch
782 Goerig Street
Woodland, Washington 98674

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

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

CITY OF WOODLAND

ROTARY CLUB OF WOODLAND

Will Finn, Mayor
Date: _____

Lesa Beuscher, President
Date: _____

ATTEST:

Mari Ripp, City Clerk

Approved as to form only:

William J. Eling, City of Woodland Attorney



P.O. Box 9
Woodland, WA 98674

RECEIVED

OCT 14 2015

CITY OF WOODLAND

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 checked="" type="checkbox"/> Horseshoe Covered Area <input type="checkbox"/> Community Center <input type="checkbox"/> Council Chambers | Date of Use: (optional) <u>Sept. 26, 2015</u> <hr/> <hr/> |
|--|---|

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=Poor S=Satisfactory E=Excellent

| | P | S | E | Comments |
|---------------------------------------|---|---|---|-----------------|
| Facility clean upon arrival | | ✓ | | |
| Tables/Chairs in good condition | | ✓ | | |
| Garbage containers empty upon arrival | | | | Don't know |
| Cleaning supplies easily accessible | | | | ? None supplied |
| Kitchen equipment functional | | | | |
| Thermostat functional | | | | |
| Other(s) | | | | |

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

RECEIVED

DEC 02 2015

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.

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| | | |
|-------------------------------------|------------------------|-------------------------|
| | | Date of Use: (optional) |
| <input type="checkbox"/> | Horseshoe Covered Area | _____ |
| <input checked="" type="checkbox"/> | Community Center | 11/17 |
| <input type="checkbox"/> | Council Chambers | _____ |

Thank you.

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=Poor S=Satisfactory E=Excellent

| | 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 | | / | | |
| Thermostat functional | | / | | |
| Other(s) | | | | |

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RECEIVED

NOV 06 2015

CITY OF WOODLAND

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Please mark which facility you used and the date:

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

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

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| | 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 | | | | |
| Thermostat functional | | | | |
| Other(s) | | | | |

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