

PARKS & RECREATION BOARD AGENDA
5:00 P.M. WEDNESDAY, MARCH 16, 2016
WOODLAND COUNCIL CHAMBERS
200 East Scott Avenue - Woodland, WA 98674

CALL TO ORDER

CITIZEN COMMUNICATIONS FOR ITEMS NOT ON THE AGENDA

CITIZEN COMMUNICATIONS FOR ITEMS ON THE AGENDA

PRESENTATION

Jennifer Keene, Cowlitz County Park Plan update

MINUTES

January 21, 2016

NEW BUSINESS

Council Discussion/Action

Special Event Report-Procedures & Fees

Easter Egg Hunt

Fishing Derby

Horseshoe Lake Paddle Sports

American Volkswalk Association

Tree City USA

Arbor Day 2016

CONTINUED BUSINESS

Budget

South Pekin Road Land Purchase

Scott Hill Park & Sports Complex

Rotary Memorandum of Understanding

Horseshoe Lake Management

OTHER

Wind/Tree Damage at Horseshoe Lake Park

ADJOURNMENT

Next regular meeting to be held at 5:00 p.m., Wednesday, April 20, 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
JANUARY 20, 2016

The regular meeting of the Woodland Park Board was held on January 20, 2016, at the Woodland City Hall, 100 Davidson Avenue, Woodland, WA 98674.

Chair Hammons called the meeting to order at approximately 5:05 p.m. Roll call found the following:

BOARD MEMBERS:

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

MAYOR/COUNCIL:

Al Swindell (Absent)
Susan Humbyrd

STAFF:

Jody Herz, Engineering Technician

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 October 21, 2015 minutes were approved as presented. The November and December meetings were previously cancelled.

NEW BUSINESS

- **Council Action.** Staff reported that City Council approved a contract with the Port of Woodland for maintenance of the Washington State Department of Transportation triangle at the intersection of Goerig and Pacific.
- **Fireplace repairs.** Staff reported that the work was completed. Discussion ensued regarding limited vendors, scheduling, and what was in the best interest of the City.
- **Budget.** Discussion ensued regarding the 2016 budget, an increase in funds for Horseshoe Lake Maintenance, and considering options early in the budget cycle.
- **Land Purchase.** Discussion was held regarding lot size, access, basis for appraisal values, and local development.

- **Scott Hill Park and Sports Complex.** Sandy Larson, Rotary Club of Woodland's reported on and discussed the following:
 Numerous funding campaigns in the Woodland area, pending changes to the Memorandum of Understanding, potential City handling of funds, item specific donations, participation at the State Legislature, various studies, current goals, completion of a site plan, and fundraising.
- **Horseshoe Lake Management.** Boardmember Curry reported on the planting of grass carp, fish counts by the Department of Fish and Wildlife, and Lake depth. Discussion ensued regarding pump capability, historical Lake levels, and property damage due to low water levels.

OTHER

- **Facility Questionnaires.** Discussion ensued regarding needs at the Community Center and the lack of vandalism possibly being due to closing school campuses and relocation of the high school.
- **Project Update.** Discussion was held regarding street projects, installation of sidewalks along Lewis River Road, exercise equipment at Horseshoe Lake Park, construction at Meriwether Subdivision, impact fee funds, and low income housing. Staff will present details on Meriwether impact fee credits at the next regular meeting.

ADJOURNMENT

The meeting was adjourned at approximately 5:55 p.m. The next regular meeting will be held at 5:00 p.m. on Wednesday, February 17, 2016, at the Woodland Police Station - Council Chambers.

Minutes approved: _____

Jody Bartkowski-Herz, Engineering Technician

Date



Clerk-Treasurer Department

P.O. Box 9, 230 Davidson Avenue
Woodland, WA 98674
www.ci.woodland.wa.us
(360) 225-8281 Fax: (360) 225-7336

Date: January 26, 2016
To: Mayor Finn & City Council
From: Marl Ripp, Clerk-Treasurer
Re: Report on Special Events / Businesses operating on City Property

The City Council met in the regular meeting on Tuesday, January 19, 2016 and continued the item relating to Horseshoe Paddlesports Special Event (Action Item I.) to the February 1, 2016 council meeting and requested staff to report back on the process of allowing private business to operate in the park and how many other may have applied or will be applying for a business to operate in the park.

We contacted the SW Washington cities and also researched the topic on MRSC where we found 3 examples. Many cities are using the same method as the City of Woodland, but sometimes they are named differently. Some are called Concessions application/permit, another has a regular vendor that provides kayak services annually, another does an Request for Proposals (RFP) for non-motorized boat concessions and services at their lake. Another city does a Special Event application/permit and also has a mobile food vending permit (which is somewhat like our peddler's license permit.) Fees are comparable to the City of Woodland.

We asked "How does your city handle requests by businesses such as kayak rental, shaved ice or snack vendors or others to operate in your city park?"

1. Do you allow them?
2. Do you charge them a fee? How much?
3. Do you license them differently than a regular city business license?
4. Do you have a special permit? If so, please share your form.
5. What requirements do you have?
6. Anything else?

Historically, for the City of Woodland, we have used the Special Event Permit Application which has all the required information we need to review the request. There are regular conditions in the application and checklist (name, dates & time, event type, area requested, site plan, etc.) plus there are also additional conditions which are:

- Contact Public Works at 360-225-7999 to have rental tent location approved by Public Works Director and schedule an on-site inspection.
- Supplies/Trailer/Vehicles will need to be removed every night. The Park closes at 10:00pm. Any person on park property between the hours of 10pm to 6am is trespassing.
- Business license application and fee of \$70.00.
- Fee of \$250 for the special event fee (\$200.00 fee + \$50.00 refundable deposit).
- Power (if applicable). The fee for power is \$20 per month payable in advance.
- Transient / Peddler license also required if they are soliciting their product/service (this is a background check of their driver's license)
- Trash removal is the responsibility of the vendor and should not be placed in city dumpsters unless arranged to pay for the services used.

For the past couple years we have only had 2-3 businesses contact the city to use the park and lake for private business, except for Planter's Days and other Community Festivals. They included a kayak rental and paddlesports rentals which set up and removed it daily, a shaved ice vendor which also removed it daily and in the past a mobile food truck which came and went periodically.

The City would like to continue to encourage and increase recreation opportunities by providing residents, surrounding communities, and visitors with the opportunity to rent non-motorized boats and equipment to explore the lake and park land with equipment that is professionally managed, expertly maintained, and to receive the necessary instruction to use the equipment properly. The applicants are reviewed to ensure that they are properly insured in case there is a claim, to promote increased visitation through marketing of their services. We also want to support concession vendors (food/beverage/non-food items or novelties) that can provide the services that those frequenting the park would enjoy.

For the 2016 season, staff is recommending that we continue with the application process currently used which is a Special Event Application and Special Conditions letter and approval by City Council on a case-by-case basis. If in the future, there are more applications than we currently receive, we could go to a RFP process, but that may limit the smaller entrepreneurs more.

APPROVED

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

Agenda Item: Approval of Special Event: 03/26/2016 Community Easter Egg Hunt at Horseshoe Lake Park by Woodland Moose	Agenda Item #: (E) Consent
	For Agenda of: 01/19/2016
	Department: Clerk/Treasurer
	Date Submitted: 01/11/2016

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

BARS #: Description:

Department Supervisor Approval: Mari E. Ripp, Clerk-Treasurer / s /
Committee Recommendation: n/a

Agenda Item Supporting Narrative (list attachments, supporting documents): Special Event Agreement – Community Easter Egg hunt sponsored by Woodland Moose
Summary Statement/Department Recommendation: This is an annual community event sponsored by the Woodland Moose. Their request is to hold the Community Easter Egg Hunt on Saturday, March 26, 2016 at Horseshoe Lake Park. Per Resolution No. 629 the fees are waived. Recommend approval.

Usage Date: 3-26-16



RECEIVED

NOV 09 2015

CITY OF WOODLAND

Special Event Agreement

Applicant Name: ROD BARNHART Phone Number: 360-225-7736
 Organization/Business: WOODLAND MOOSE Fax Number: 360-225-5074
 Mailing Address: PO BOX 1930 Email Address: lodge2894@mooseunits.org
WOODLAND, WA 98674

Are you a recognized Non-profit Organization? YES If yes, please attach a copy of your Non-profit 501-3C with this form for eligibility.

Terms and Dates of Use

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

Usage Date(s): 3-26-16 Day(s) of Week: SATURDAY
 Arrival Time: 7:00 AM Departure Time: 12:00 NOON
 Day of contact person: ROD BARNHART
 Phone Number: 360-600-2563

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: 300+

For office use only

Approved or Denied: _____	Date: _____	Date Checked: _____
Deposit on file: _____	Receipt No: _____	Date Returned: _____
Amount Paid: _____	Key Color: _____	Refund Check No. _____

APPROVED

City Of Woodland
City Council Meeting Agenda Summary Sheet

Agenda Item: Approval of Special Event: 5/13&14/2016 Kids Fishing Derby at Horseshoe Lake Park by Woodland Moose	Agenda Item #: (F) Consent
	For Agenda of: 01/19/2016
	Department: Clerk/Treasurer
	Date Submitted: 01/11/2016

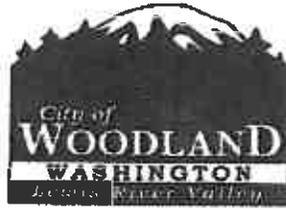
Cost of Item: _____
Amount Budgeted: _____
Unexpended Balance: _____

BARS #: Description:

Department Supervisor Approval: Mari E. Ripp, Clerk-Treasurer / s /
Committee Recommendation: n/a

Agenda Item Supporting Narrative (list attachments, supporting documents): Special Event Agreement – Community Kids Fishing Derby sponsored by Woodland Moose
Summary Statement/Department Recommendation: This is an annual community event sponsored by the Woodland Moose. Their request is to hold the Kids Fishing Derby on Friday, May 13 th and Saturday, May 14 th , 2016 at Horseshoe Lake Park. Per Resolution No. 629 the fees are waived. Recommend approval.

Usage Date: 5-14-16



RECEIVED

NOV 09 2015

CITY OF WOODLAND

Special Event Agreement

Applicant Name: ROD BARNHART Phone Number: 360-225-7736
 Organization/Business: WOODLAND MOOSE Fax Number: 360-225-5074
 Mailing Address: PO Box 1930 Email Address: lodge2394@mooseunits.org
WOODLAND, WA 98674

Are you a recognized Non-profit Organization? YES

If yes, please attach a copy of your Non-profit 501-3C with this form for eligibility.

Terms and Dates of Use

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

Usage Date(s): 5/13/16 & 5/14/16 Day(s) of Week: FRIDAY + SATURDAY
 Arrival Time: 10:00AM 5-13-16 Departure Time: 4:00PM 5-14-16
 Day of contact person: ROD BARNHART
 Phone Number: 360-600-2563

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 Hoffman Plaza
 Use of Lake Other: _____
 Mini Shelter Other: _____

Gate Open? Yes No

Please list any Street Closures: _____

Expected number of participants: 400+

Expected Number of Spectators: 500+

For office use only

Approved or Denied: _____ Date: _____ Date Checked: _____
 Deposit on file: _____ Receipt No: _____ Date Returned: _____
 Amount Paid: _____ Key Color: _____ Refund Check No. _____

APPROVED

City Of Woodland
City Council Meeting Agenda Summary Sheet

Agenda Item: Authorize Special Event: Horseshoe Paddlesports June 2016 through August 2016.	Agenda Item #:	(1) Consent
	For Agenda of:	01/19/2016
	Department:	Clerk/Treasurer
	Date Submitted:	01/11/2016

Cost of Item: _____	BARS #: Description:
Amount Budgeted: _____	
Unexpended Balance: _____	

Department Supervisor Approval: Mari E. Ripp, Clerk-Treasurer / s /

Committee Recommendation: n/a

<p>Agenda Item Supporting Narrative (list attachments, supporting documents): Special Event Agreement - Horseshoe Paddlesports – Kayak Rentals</p>
<p>Summary Statement/Department Recommendation:</p> <p><u>Recommend approval:</u> Authorize Special Event: Horseshoe Paddlesports to be parked at Horseshoe Lake Park and removed every night from June 2016 through August 2016 from 1:00pm to 6:00pm Fridays, and 11:00 a.m. to 6:00 p.m. Saturday and Sunday. Recommended approval.</p> <p>Requiring Horseshoe Lake Paddlesports \$250 (\$200 fee/\$50 deposit) Special Event fee.</p>



Special Event Application

P.O. Box 9
230 Davidson
Woodland, WA 98674
360-225-8281
www.ci.woodland.wa.us

RECEIVED

NOV 03 2015

CITY OF WOODLAND

SPECIAL EVENT NUMBER

Event Date(s): June-August

Day(s) of Week: Friday-Sunday

Arrival Time: 11am

Departure Time: 6am

Applicant Name: Justin Settlemier

Organization/Business: Horseshoe Paddlesports

Mailing Address: Po Box 346

Phone Number: 3603583912 Email Address: Horseshoepaddlesports@gmail.com

Table with 2 columns: TYPE OF ACTIVITY (check all that apply) and FACILITIES DESIRED (check all that apply). Includes checkboxes for Parade, Street Closure, Street Sale, Athletic Run/Walk, Park Event, Kayak & Paddleboarding, Horseshoe Lake Shelter, Large Field, Beach Front, Use of Lake, Large Field, Hoffman Plaza.

Expected number of Participants: 6-12

Expected number of Spectators: 3-8

Please list any Street Closures:

Street closure permit must be obtained prior to event

The following items are required to finalize your request. Please use checklist to ensure that your application is complete.

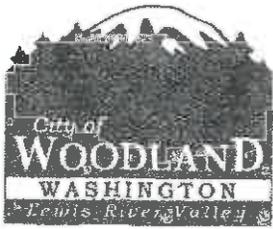
Please upload/attach a detailed timeline of event activities beginning with planning prior to the event and ending with cleanup. Include details for all of the following:

- Provisions for parking, litter
Police/Security requirements
Evacuation Plan (if applicable)
Notification Plan for neighbors and/or businesses impacted by event, if necessary
Medical/Emergency Services provisions
Provisions for extra Portable Toilets (for groups larger than 100)
Any music (recorded or live) - Separate permit must be obtained prior to event.
Any alcohol service - City Council approval & State license must be obtained prior to event.
Any temporary structures and/or vehicle access (must comply with current fire codes & WAC 51.54, International Fire Code Chapter 345.24) Fire Chief inspection will be required prior to event.
Certificate of Insurance naming the city as additional insured for event dates with endorsement, if the event is held on city property. Must be submitted prior to event.

Timeline of Events

- June 3rd Season Open Bash: prizes and lessons to the public
- Business operates weekends 11am-6pm, Friday 1-6p
- Continued operations until season end (End of August)

APPROVAL PENDING



Special Event Application

RECEIVED

P.O. Box 9
230 Davidson
Woodland, WA 98674
360-225-8281
www.ci.woodland.wa.us

JAN 29 2016

SPECIAL EVENT NUMBER
Event Date(s): 4/16/2016
Day(s) of Week: Saturday
Arrival Time: 8:00 am
Departure Time: 3:30 pm

CITY OF WOODLAND

Applicant Name: Jan Veeder / Sam Korff
Organization/Business: American Volkswalk Association - Longview Border Crosser
Mailing Address: 74890 Palm Creek Rd, Clatskanie OR 97014
Phone Number: (503) 728-0400 - Sam Email Address: korff.sam@wildblue.net

Table with 2 columns: TYPE OF ACTIVITY (check all that apply) and FACILITIES DESIRED (check all that apply). Includes options like Parade, Street Closure, Athletic Run/Walk, and Horseshoe Lake Shelter.

Expected number of Participants: 50-100 Expected number of Spectators: 0

Please list any Street Closures: None

Street closure permit must be obtained prior to event

The following items are required to finalize your request. Please use checklist to ensure that your application is complete.

Please upload/attach a detailed timeline of event activities beginning with planning prior to the event and ending with cleanup. Include details for all of the following:

- Provisions for parking, litter
Police/Security requirements
Evacuation Plan (if applicable)
Notification Plan for neighbors and/or businesses impacted by event, if necessary
Medical/Emergency Services provisions
Provisions for extra Portable Toilets (for groups larger than 100)
Any music (recorded or live) - Separate permit must be obtained prior to event.
Any alcohol service - City Council approval & State license must be obtained prior to event.
Any temporary structures and/or vehicle access (must comply with current fire codes & WAC 51.54, International Fire Code Chapter 345.24) Fire Chief inspection will be required prior to event.
Certificate of Insurance naming the city as additional insured for event dates with endorsement, if the event is held on city property. Must be submitted prior to event.

January 29, 2016

City of Woodland

Dear Council Members,

The Longview Border Crossers, American Volkswalk Association, have proposed a walk in the City of Woodland on April 16th - the first weekend of the Lilac Festival and the final weekend of the Holland American Bulb Farm Festival.

We are a non-profit organization and are requesting a waiver of the fee for a Special Event in the City of Woodland.

This is a noncompetitive event with individuals choosing their own distance and pace. The event is open to everyone. We would like to rent the Horseshoe Lake Shelter as a start and finish point for the event. Volunteers will staff the start and finish tables, and a check point on the Dike, to register walkers and make sure they all return safely. Neither music nor alcohol are involved with this event.

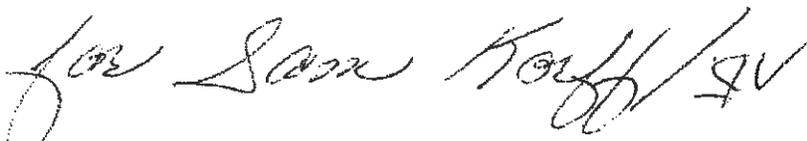
The route will be marked with arrows and flags prior to the walk, and the Club will police the route following the walk to remove all markings, and make sure there is no litter left behind. There will be no street closures. We will walk on the path around the lake, on sidewalks and road shoulders, and along the Dike. Walkers can register between 9:00 am and noon, with everyone finishing by 3:00 pm.

The estimated number of walkers is between 50 and 100 walkers. Weather and other events in the area play into the number of walkers that participate in the event.

We contacted Dean Boon, the Dike District supervisor, and have permission to walk the Dike.

Thank you for the opportunity to share your community with fellow walkers.

Sincerely,

A handwritten signature in black ink that reads "for Sam Korff / JV". The signature is written in a cursive, flowing style.

Sam Korff, President
Longview Border Crossers

April 19, 2016

IVV CREDIT ONLY

SANCTION #: 104213
SPONSORS: Longview Border Crossers
LOCATION: Woodland, Washington
C3
PARKING: At the Park

START TIME: 9:00 am – NOON
FINISH TIME: 3:00 pm
DISTANCE: 5 km (3.1 miles)
10 km (6.2 miles)

TRAIL: 5K/10K Walk Walk in the small town of Woodland, WA about 20 miles north of Portland, on park trails, sidewalks, road shoulders and along the Dike. Walk past the Hulda Klager Lilac Garden on the first day of a 3-week Lilac Days celebration. (Take a side trip to tour the Garden and Victorian Era Home for a \$3 fee.)

AWARD: Credit only is \$3.00. Free participants are welcome but all must register, carry and return a start card.

PRE-REGISTRATION: None

MISCELLANEOUS: The walk will start at the Horseshoe Lake Park. Water and restrooms at start/finish, and along the route.

CHALLENGES: National Register of Historical Places, Take a walk in a City Park

OTSVA: Gardens walk

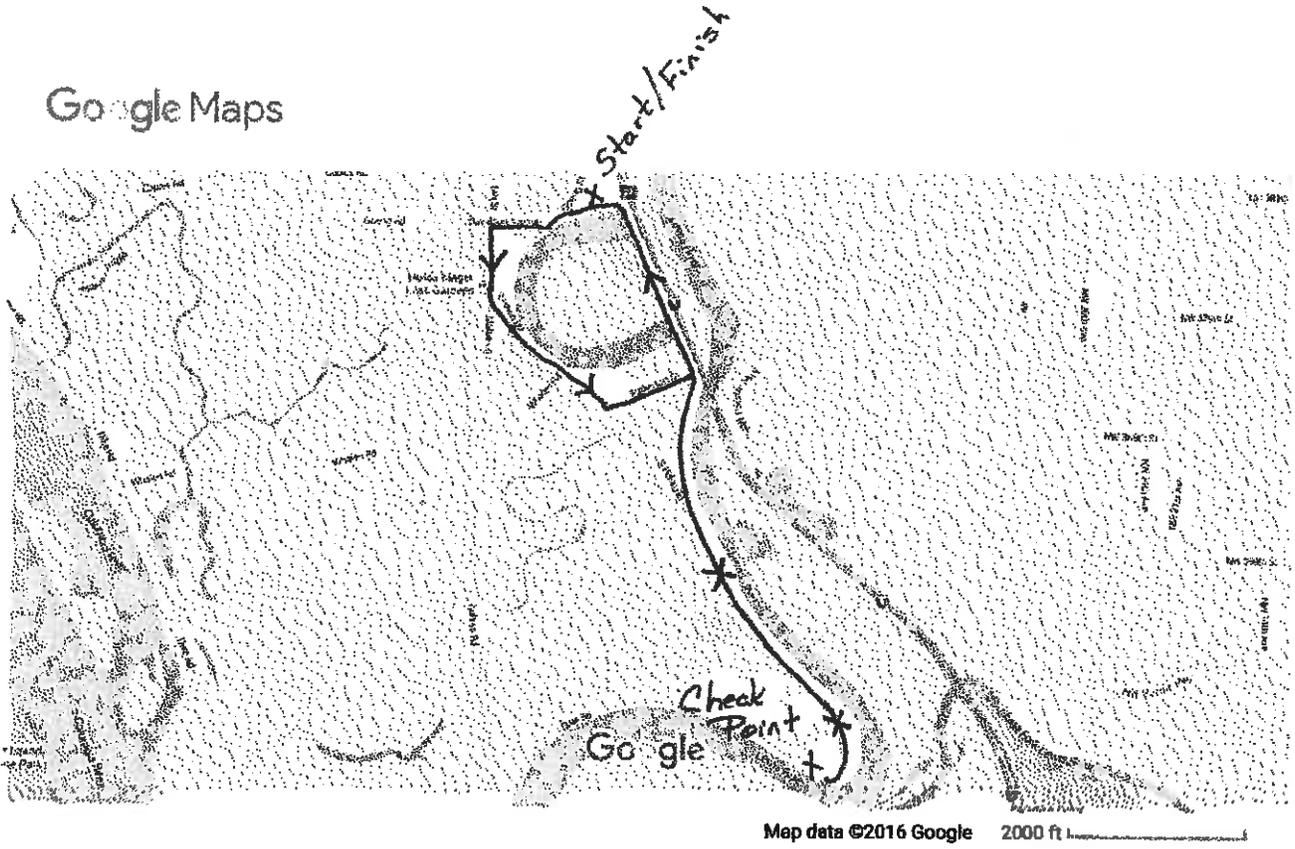
MORE INFO: Jan Veeder 360-703-4702

Email: janveeder@comcast.net

DIRECTIONS: From I-5 S, take Exit 21, Woodland. Continue on Pacific Avenue then Goering St.

From I-5 N, take Exit 21, Woodland, turn left on Lewis River Rd, then left on Goering. From Goering St, turn left on Park Road to Horseshoe Lake Park.

Google Maps



Jody Bartkowski

From: Thompson, Ben (DNR) [Ben.Thompson@dnr.wa.gov]
Sent: Friday, March 04, 2016 11:44 AM
To: DNR RE WD Urban Forestry
Cc: Lampman, Linden (DNR)
Subject: Grants, Training & Arbor Day
Attachments: 2016 AD Reimbursement and Report-City.doc; CTMI 2016_announcement_final.pdf; 2016 Arbor Day Presentation Request form.doc

To our Tree City USA Partners:

The Arbor Day Foundation has just approved your respective applications for Tree City USA and Tree City Growth Awards. Congratulations! We will be shipping your award materials to you within the next 2 weeks. Here are some other important reminders and announcements:

1. Be thinking about your 2016 Arbor Day events—please DO NOT FORGET to proclaim Arbor Day in 2016!

If you wish to have a representative from our program present your Tree City USA award at a public event or City Council meeting, please fill out and submit the attached Presentation Request form. The form helps us stay organized and track the details for all of your separate events. **I have received requests from Auburn, Bellevue, Everett, Grandview, Olympia, Pateros, Tonasket, Vancouver, Walla Walla and Yelm.**

2. Arbor Day reimbursements of up to \$500.00 are once again available this year (reimbursement form attached). The Arbor Day reimbursement and Arbor Day presentation request from #1 above are separate and unrelated to one another—cities may pursue one or the other, both, or neither.
3. The 2016 Community Tree Management Institute (CTMI) has just been officially launched. This year CTMI is “new and improved”. We (staff) have rebuilt the entire course from the ground up to improve scheduling, content, and delivery. Tuition fees apply. Please see the attached flyer for more details. CTMI registration is at this link: <https://ctmi-2016.eventbrite.com>
4. The 2016 Community Trees Seminar “Quality Trees, Quality Cities has been announced and we are accepting RSVP’s for seminars in Bellevue, Mount Vernon, Olympia, Poulsbo, Richland, Spokane, Vancouver and Wenatchee. There is no cost to attend. Details at this link: <https://dnrtreelink.wordpress.com/2016/02/05/new-seminar-for-2016-quality-trees-quality-cities/>
5. The 2016/2017 Urban Forest Restoration Project will be accepting applications from cities in the Puget Sound Region starting in June. Details at this link: <http://www.dnr.wa.gov/ufrp>

Please let me know if you have any questions or concerns.

Ben Thompson

Urban Forestry Specialist
WA State Department of Natural Resources
360-902-1382; ben.thompson@dnr.wa.gov

**PROCLAMATION
ARBOR DAY 2016 - APRIL 29, 2016**

WHEREAS, Arbor Day was first observed in 1872 with the planting of more than one million trees in the state of Nebraska; and

WHEREAS, Washington, the “Evergreen State,” has celebrated Arbor Day since 1917; and

WHEREAS, Arbor Day is now observed throughout the nation and world; and

WHEREAS, the City of Woodland has been designated as Tree City USA by the National Arbor Day Foundation; and

WHEREAS, trees clean the air and water; produce oxygen; reduce storm water runoff; cut heating and cooling costs; moderate the temperature; reduce erosion and compaction of our precious topsoil from water and wind; beautify our neighborhoods; reduce stress; and provide food and habitat for wildlife; and

WHEREAS, trees help build community, and unify and beautify neighborhoods; and wherever they are planted, trees are a source of joy and spiritual renewal.

NOW, THEREFORE, I, William A. Finn, Mayor of Woodland, and the City Council do hereby proclaim the month of April as ARBOR MONTH and April 29th, as “ARBOR DAY 2016” in the City of Woodland, and urge all citizens to support efforts to protect our trees and natural areas, for the well-being of present and future generations; and we urge you to join us for the Arbor Day Celebration _____.

Dated this _____ day of April, 2016.

CITY OF WOODLAND, WASHINGTON

William A. Finn, Mayor

EXPENSE

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Park						
Ending Fund Balance						
101-000-000-508-80-00-00	EFB - Unreserved	\$0.00	\$0.00	\$7,107.00	0.00%	\$7,107.00
Total Ending Fund Balance		\$0.00	\$0.00	\$7,107.00	0.00%	\$7,107.00
Community Center						
101-000-000-575-50-31-00	Operating Supplies	\$0.00	\$0.00	\$250.00	0.00%	\$250.00
101-000-000-575-50-42-00	Communications	\$126.33	\$126.33	\$750.00	16.84%	\$623.67
101-000-000-575-50-47-00	Utilities	\$642.77	\$642.77	\$4,000.00	16.07%	\$3,357.23
101-000-000-575-50-48-00	Repairs/Maintenance: Building	\$32.34	\$32.34	\$500.00	6.47%	\$467.66
101-000-000-575-50-49-00	Miscellaneous	\$0.00	\$0.00	\$100.00	0.00%	\$100.00
Total Community Center		\$801.44	\$801.44	\$5,600.00	14.31%	\$4,798.56
Park Facilities						
101-000-000-576-80-10-00	Salaries	\$2,058.81	\$2,058.81	\$57,000.00	3.61%	\$54,941.19
101-000-000-576-80-20-00	Personnel Benefits	\$1,477.69	\$1,477.69	\$22,000.00	6.72%	\$20,522.31
101-000-000-576-80-31-00	Operating Supplies	\$15.17	\$15.17	\$5,000.00	0.30%	\$4,984.83
101-000-000-576-80-32-00	Fuel Consumed	\$0.00	\$0.00	\$1,100.00	0.00%	\$1,100.00
101-000-000-576-80-45-00	Rentals	\$290.00	\$290.00	\$3,500.00	8.29%	\$3,210.00
101-000-000-576-80-47-00	Utilities	\$211.43	\$211.43	\$16,000.00	1.32%	\$15,788.57
101-000-000-576-80-48-00	R & M: Buildings & Equipment	\$0.00	\$0.00	\$2,000.00	0.00%	\$2,000.00
101-000-000-576-80-49-20	Horseshoe Lake Management	\$0.00	\$0.00	\$17,500.00	0.00%	\$17,500.00
Total Park Facilities		\$4,053.10	\$4,053.10	\$124,100.00	3.27%	\$120,046.90
Nonexpenditures						
101-000-000-589-00-00-00	Key Deposit Refunds: Comm Center	\$300.00	\$300.00	\$2,500.00	12.00%	\$2,200.00
101-000-000-589-00-01-00	Key Deposit Refunds: HSL Shelter	\$0.00	\$0.00	\$1,500.00	0.00%	\$1,500.00
Total Nonexpenditures		\$300.00	\$300.00	\$4,000.00	7.50%	\$3,700.00
Capital Expenditures						
101-000-000-594-76-64-00	C/O Equipment: Park	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
101-000-000-594-76-66-00	C/O Park: Copier	\$45.46	\$45.46	\$695.00	6.54%	\$649.54
Total Capital Expenditures		\$45.46	\$45.46	\$5,695.00	0.80%	\$5,649.54
Transfer Out						
101-000-000-597-00-00-03	Contribution to 001/General	\$2,095.87	\$2,095.87	\$25,150.00	8.33%	\$23,054.13
101-000-000-597-00-16-01	Contribution to 001/City Admin	\$290.00	\$290.00	\$3,480.00	8.33%	\$3,190.00
Total Transfer Out		\$2,385.87	\$2,385.87	\$28,630.00	8.33%	\$26,244.13
Total Park		\$7,585.87	\$7,585.87	\$175,132.00	4.33%	\$167,546.13

BUDGET - 2014

REVENUE

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Park						
Revenue						
Beginning Fund Balance						
101-000-000-308-80-00-00	BFB - Unreserved	\$0.00	\$0.00	\$27,398.00	0.00%	\$27,398.00
Total Beginning Fund Balance		\$0.00	\$0.00	\$27,398.00	0.00%	\$27,398.00
Taxes						
General Property Taxes						
101-000-000-311-10-00-00	Property Taxes	\$274.93	\$1,624.10	\$122,834.00	1.32%	\$121,209.90
Total General Property Taxes		\$274.93	\$1,624.10	\$122,834.00	1.32%	\$121,209.90
Total Taxes		\$274.93	\$1,624.10	\$122,834.00	1.32%	\$121,209.90
Miscellaneous Revenues						
Total Investment Interest						
101-000-000-361-11-00-00	Investment Interest	\$12.15	\$12.15	\$100.00	12.15%	\$87.85
Total Total Investment Interest		\$12.15	\$12.15	\$100.00	12.15%	\$87.85
101-000-000-362-40-75-00	Rentals: Community Center	\$430.00	\$1,067.00	\$4,000.00	26.68%	\$2,933.00
101-000-000-362-40-75-10	Rentals: HS Lake Shelter Area	\$45.00	\$135.00	\$2,000.00	6.75%	\$1,865.00
Total Miscellaneous Revenues		\$487.15	\$1,214.15	\$6,100.00	19.90%	\$4,885.85
Nonrevenues						
101-000-000-389-00-00-00	Key Deposits/Community Center	\$300.00	\$600.00	\$4,500.00	13.33%	\$3,900.00
101-000-000-389-00-01-00	Key Deposits/HS Lake Shelter	\$50.00	\$150.00	\$1,800.00	8.33%	\$1,650.00
Total Nonrevenues		\$350.00	\$750.00	\$6,300.00	11.90%	\$5,550.00
Other Financing Sources						
Transfers-In						
101-000-000-397-00-07-00	Contribution from 001/General Fund	\$1,041.67	\$2,083.30	\$12,500.00	16.67%	\$10,416.70
Total Transfers-In		\$1,041.67	\$2,083.30	\$12,500.00	16.67%	\$10,416.70
Total Other Financing Sources		\$1,041.67	\$2,083.30	\$12,500.00	16.67%	\$10,416.70
Total Revenue		\$2,153.75	\$5,671.55	\$175,132.00	3.24%	\$169,460.45
Total Park		\$2,153.75	\$5,671.55	\$175,132.00	3.24%	\$169,460.45

IMPACT FEES

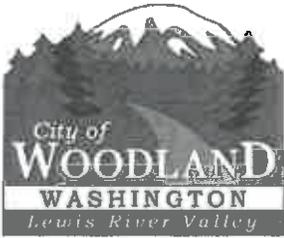
Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Impact Fees: Park Revenue						
Beginning Fund Balance						
352-000-000-308-10-00-00	BFB - Reserved	\$0.00	\$0.00	\$79,559.00	0.00%	\$79,559.00
Total Beginning Fund Balance		\$0.00	\$0.00	<u>\$79,559.00</u>	0.00%	\$79,559.00
Charges for Goods and Services						
352-000-000-345-85-00-00	Park Impact Fees	\$1,116.00	\$1,116.00	\$5,580.00	20.00%	\$4,464.00
Total Charges for Goods and Services		\$1,116.00	\$1,116.00	<u>\$5,580.00</u>	20.00%	\$4,464.00
Miscellaneous Revenues						
Investment Interest						
352-000-000-361-11-00-00	Investment Interest	\$48.58	\$48.58	\$100.00	48.58%	\$51.42
Total Investment Interest		\$48.58	\$48.58	\$100.00	48.58%	\$51.42
Total Miscellaneous Revenues		\$48.58	\$48.58	\$100.00	48.58%	\$51.42
Total Revenue		\$1,164.58	\$1,164.58	\$85,239.00	1.37%	\$84,074.42
Total Impact Fees: Park		\$1,164.58	\$1,164.58	<u>\$85,239.00</u>	1.37%	\$84,074.42

BALANCE TO DATE

PROJECTED 2016 REVENUE

→ **PROJECTED BALANCE FOR 12/2016**

MERIWETHER CREDIT



P.O. Box 9
Woodland, WA 98674
www.ci.woodland.wa.us

100 Davidson Avenue
fax: (360) 225-1201

Police
(360) 225-6965

230 Davidson Avenue
fax: (360) 225-7336

**Mayor's Office
Clerk-Treasurer**
(360) 225-8281

Building
(360) 225-7299

Planning
(360) 225-1048

300 East Scott Avenue
fax: (360) 225-7467

Public Works
(360) 225-7999

March 2, 2016

Dirk Muyskens
553 Lane Road
Woodland, WA 98674

Subject: Parcels 508120102 (215 S. Pekin) and 508120101 (203 Tsugawa Ct.)

Dear Mr. Muyskens,

In October last year I sent you a letter stating the City was possibly interested in purchasing your two parcels on S. Pekin for park property. You later called me and said you would be interested so I had both properties appraised.

Attached are copies of the appraisals for the properties. 203 Tsugawa Court was appraised at \$70,000 and 215 S. Pekin Road was appraised at \$60,000 for a total amount of \$130,000. This is substantially higher than the \$75,000 the City has available for the purchase of park property.

Thank you for your willingness to potentially sell the property but since the City is unable to make a market value offer the City will no longer be looking to purchase your property for a park. If you have any questions regarding this you can call me at (360) 225-7999 or you can e-mail me at steppb@ci.woodland.wa.us.

Sincerely,

Bart Stepp, PE
City of Woodland
Public Works Director

Binder and Associates
Real Estate Appraisal and Inspection Service

City of Woodland
File No. 15123659

***** INVOICE *****

File Number: 15123659

02/26/2016

Mr Bart Stepp, PE
City of Woodland
PO Box 9; 300 E. Scott Ave
Woodland, WA 98674

Invoice #: 15123659
Order Date: 12/11/2015
Reference/Case #: City of Woodland
PO Number:

Appraisal

215 S. Pekin Rd.
Woodland, WA 98674

Vacant Land	\$	450.00
	\$	-----
Invoice Total	\$	450.00
State Sales Tax @	\$	0.00
Deposit	(\$)
Deposit	(\$)

Amount Due	\$	450.00

Terms: Net 10 days

Please Make Check Payable To:

Binder and Associates
19901 NE 31st Ave
Ridgefield, WA 98642-9563

Fed. I.D. #: 91-1542345

Thank you

101 000 000 594 76 64 00

Bart Stepp 2/26/16

APPRAISAL
OF POTENTIAL
PARK
PROPERTY

Binder and Associates
Real Estate Appraisal and Inspection Service

City of Woodland
File No. 15123660

***** INVOICE *****

File Number: 15123660

02/26/2016

City of Woodland
PO Box 9: 300 E. Scott Ave
Woodland, WA 98674

Invoice #: 15123660
Order Date: 12/11/2015
Reference/Case #: City of Woodland
PO Number:

Appraisal

203 Tsugawa Ct.
Woodland, WA 98674

Vacant Land	\$	450.00
	\$	-----
Invoice Total	\$	450.00
State Sales Tax @	\$	0.00
Deposit	(\$	}
Deposit	(\$	

Amount Due	\$	450.00

Terms: Net 10 days

Please Make Check Payable To:

Binder and Associates
16901 NE 31st Ave
Ridgefield, WA 98642-9563

Fed. I.D. #: 91-1542345

Thank you

101 000 000 594 76 64 00

Bank stop 2/26/16

APPRAISAL
OF POTENTIAL
PARK PROPERTY

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 a contractual agreement with 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 those improvements or equipment initiated by Rotary Club. However that in the event that certain types of funding becomes available to the City, for example in the form of grants to municipal entities, the City may apply for such funding and use those funds for construction or improvements.
- E. If public funds are obtained or used 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 site 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, except those park improvements or construction funded by public funds. 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 except for construction or improvements from 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 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 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:

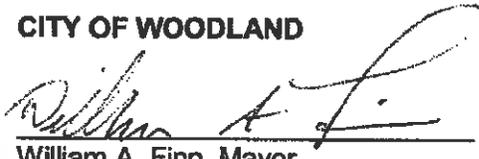
TO: CITY OF WOODLAND
Will Finn, Mayor
230 Davidson Avenue
Post Office Box 9
Woodland, Washington 98674

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.

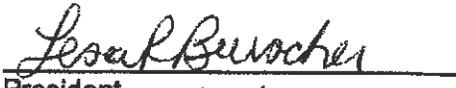
CITY OF WOODLAND



William A. Finn, Mayor

Date: _____

ROTARY CLUB OF WOODLAND



President

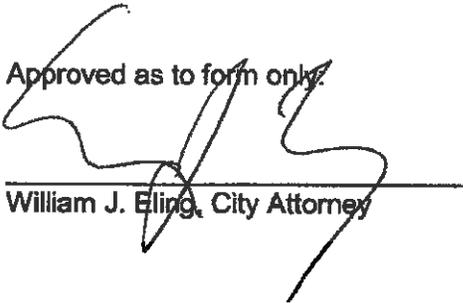
Date: 2/18/16

ATTEST:



Mari E. Ripp, City Clerk-Treasurer

Approved as to form only:



William J. Eling, City Attorney

Exhibit "A"



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

**LEGAL DESCRIPTION FOR THE CITY OF WOODLAND
Revised Tax Lot 508990100**

June 20, 2012

A parcel of property located in the John Bozarth Donation Land Claim and located in the Northeast quarter of Section 13, Township 5 North, Range 1 West of the Willamette Meridian in Cowlitz County, Washington described as follows:

COMMENCING at the Northeast corner of said John Bozarth Donation Land Claim;

THENCE North $88^{\circ} 46' 08''$ West along the North line of said Donation Land Claim 3902.08 feet;

THENCE South $01^{\circ} 13' 52''$ West 4286.88 feet to the North line of that tract conveyed by deed as Parcel 8 to Juneau Investments, LLC recorded under Auditor's File No. 3299420, records of Cowlitz County and the **TRUE POINT OF BEGINNING**;

THENCE South $87^{\circ} 17' 11''$ East along the North line of said tract 144.65 feet to the West line of that tract conveyed by deed as Parcel 6 to Juneau Investments, LLC recorded under Auditor's File No. 3299420, records of Cowlitz County;

THENCE North $02^{\circ} 42' 50''$ East along the West line of said tract 300.81 feet to the Northwest corner of said tract;

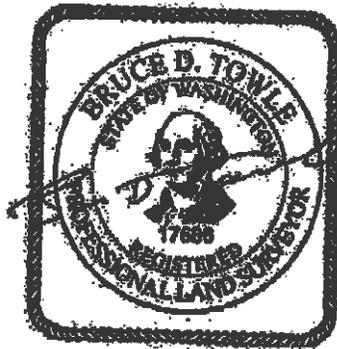
THENCE South $87^{\circ} 25' 31''$ East along the North line of said tract 82.18 feet to the Northeast corner of said tract;

THENCE South $01^{\circ} 58' 08''$ West along the East line of said tract 450.31 feet to the Southeast corner of said tract;

THENCE South $76^{\circ} 16' 22''$ West along the South line of said tract and the South line of said Parcel 8 a distance of 230.40 feet to an angle point in the South line of said Parcel 8;

THENCE North $48^{\circ} 03' 16''$ West along the Southwesterly line of said Parcel 8 a distance of 8.11 feet to a point that bears South $01^{\circ} 13' 52''$ West from the TRUE POINT OF BEGINNING;

THENCE North $01^{\circ} 13' 52''$ East 209.41 feet to the TRUE POINT OF BEGINNING.



6/20/12



LAND SURVEYORS
ENGINEERS

(503) 289-9936
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR HOLT DISTRESSED PROPERTY FUND.
CITY OF WOODLAND PARCEL 508800100

February 18, 2013

Starting at the Northeast Corner of Solomon Strong's Donation Land Claim;

THENCE South $11^{\circ}06'$ West 8.09 chains to the corner of Arthur Bozarth and J.R. Bozarth's portion of the J.S. Bozarth and Asenath Bozarth Donation Land Claim;

THENCE East on the division line between the Arthur Bozarth and J.R. Bozarth's portion of said claim, 12.05 Chains;

THENCE South 6.81 Chains to the PLACE OF BEGINNING;

THENCE East a distance of 17.50 Chains;

THENCE South a distance of 3 Chains;

THENCE West a distance of 17.50 Chains;

THENCE North 3 Chains to the PLACE OF BEGINNING and situated in the J.S. and Asenath Bozarth Donation Land Claim in Township 5 North, Range 1 West and 1 East of the Willamette Meridian.

ALSO: Starting at the Northeast Corner of Solomon Strong's Donation Land Claim;

THENCE South $11^{\circ}06'$ West 8.09 chains to the corner of Arthur Bozarth and John L. Bozarth's portion of the J.S. Bozarth and Asenath Bozarth Donation Land Claim;

THENCE East on the division line between the Arthur Bozarth and J.R. Bozarth's portion of said claim, 12.05 Chains to the PLACE OF BEGINNING;

THENCE East a distance of 17.50 Chains;

THENCE South a distance of 6.81 Chains;

THENCE West a distance of 17.50 Chains;

EXHIBIT B
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LAND SURVEYORS
ENGINEERS

(503) 289-9936
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR HOLT DISTRESSED PROPERTY FUND
Parcel to be Conveyed to the City of Woodland

February 27, 2013

A parcel of property in the J.S. Bozarth Donation Land Claim and located in Sections 7 and 18, Township 5 North, Range 1 East of the Willamette Meridian, Cowlitz County, Washington described as follows:

COMMENCING at the Southwest corner of Tract A in the Plat of Hillshire Manor as recorded under Volume 14 of Plats, Page 20, records of Cowlitz County;

THENCE North 03° 41' 37" East along the West line of said tract a distance of 383.33 feet to an angle point in said West line and the TRUE POINT OF BEGINNING;

THENCE South 75° 47' 10" East along said West line 169.94 feet to an angle point;

THENCE North 18° 50' 09" East along said West line and the West line of Tract A in the Plat of Meriwether Phase 1, recorded under Volume 14 of Plats, Page 51, records of Cowlitz County, a distance of 470.33 feet to an angle point in said West line;

THENCE North 14° 28' 19" East along said West line and the West line of Lot 24 in said Plat a distance of 373.21 feet to an angle point in said Lot 24, said point being on the East line of that tract conveyed by deed as Parcel C to Juneau Investment LLC, recorded under Auditor's File No. 3299425, records of Cowlitz County;

THENCE North 14° 28' 19" East along said East line 134.26 feet;

THENCE North 30° 47' 56" East along said East line 136.52 feet;

THENCE leaving said East line, North 65° 26' 31" West 45.54 feet;

THENCE North 26° 56' 42" West 61.00 feet;

THENCE North 02° 18' 46" East 97.67 feet;

EXHIBIT C
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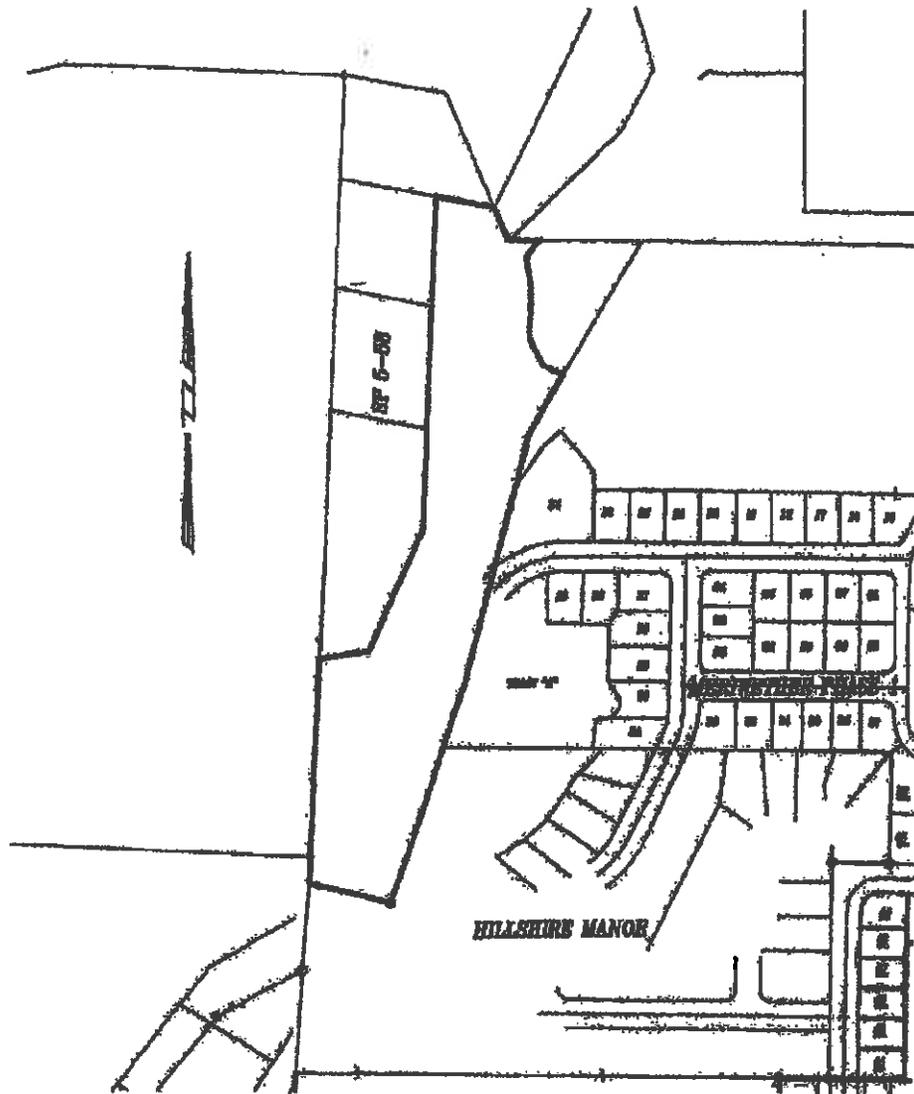


EXHIBIT C-1

HORSESHOE LAKE - WIND DAMAGED TREE REMOVED - 3/2/16

