



**CITY OF WASHOUGAL
CITY COUNCIL REGULAR MEETING
MINUTES
Monday, April 24, 2017
7:00 PM**

I. INVOCATION - Connie Jo Freeman

II. CALL TO ORDER

Mayor Guard called the meeting to order at 7:02 pm.

III. PLEDGE OF ALLEGIANCE

Boy Scout Troop 549 led the Pledge of Allegiance.

IV. ROLL CALL

Present: Brent Boger, Michelle Wagner, Joyce Lindsay, Paul Greenlee, Dave Shoemaker, Ray Kutch and Dan Coursey

Staff:

Kenneth Woodrich, City Attorney

David Scott, City Administrator

Jennifer Forsberg, Finance Director/City Clerk

Mitch Kneipp, Community Development Director

Rob Charles, City Engineer

Rose Jewell, Assistant to the Mayor and City Administrator

Press:

Dawn Feldhaus, Camas-Washougal Post Record

V. AMENDMENTS TO THE AGENDA

None

VI. PUBLIC COMMENTS

None

VII. CONSENT AGENDA

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately - after the motion has been made and passed to approve the remaining items.

Councilmember Greenlee pulled **Item F** and asked for unanimous consent to approve the consent agenda A, B, C, D, and E. No objections.

A. Workshop Minutes of April 10, 2017

B. Council Minutes of April 10, 2017

- C. **Accounts Payable 72028 thru 72076, Totaling \$1,137,697.26**
- D. **Payroll Claims 10006-10007 & V19686 thru V19742, Totaling \$203,851.62**
- E. **Professional Services Agreement with Integra Realty Resources for Appraisal Services of City Buildings and Structures**
Agenda Bill #20-17

VIII. NEW BUSINESS

- A. **Fire Interlocal Agreement - Amendment to Section 16.8 prior year reconciliation**
Agenda Bill #21-17

Jennifer Forsberg presented the staff report and the recommended action.

Discussion ensued regarding the JPAC meeting.

Motion: To authorize the Mayor to sign the Fire Interlocal Agreement.
Paul Greenlee/Brent Boger Motion Passed.

- B. **PRESENTATION - Clark County Community Development Block Grant Program**

Samantha Whittle and Rebecca Royce talked about the CDBG Program:

- Washougal City Hall ADA bathroom
- Community Center kitchen remodel
- Urban County Agreement
- April was Fair Housing Month
- Clark County will host the Annual Conference in September
- CDBG funding awarded for the K Street project
- Community Needs Assessment Open House on May 18th at the Vancouver Community Library with the Forum at 6 pm registration RSV[P requested

IX. PUBLIC COMMENTS

None

X. MAYOR'S REPORT

Mayor Guard reported on:

- The fundraiser for Declan Reagan on Saturday, April 29th
- EGGstravaganza
- Parks Foundation Luncheon on May 9th
- C-TRAN Board meeting CEO Interviews on May 5th

XI. COUNCILMEMBER COMMENTS

Councilmember Boger mentioned the JPAC meeting and upcoming conference.

Councilmember Wagner announced the Transportation Center Ribbon Cutting, WSD board meeting, Park Board meeting on May 4th, Cemetery meeting on May 10th, and gave an update on the Community Center meetings.

Councilmember Greenlee noted the Chambers After Hours event on Thursday at Columbia Ridge Senior Living need to RSVP, Communication is Key meeting on May 9th, UNITE meetings on April 29th two meetings, National Drug Take Back at Kaiser on April 29th, and RTC meeting next week.

Councilmember Lindsay spoke about the Port meeting.

Councilmember Shoemaker stated that this month Public Safety Committee was canceled. Next meeting on May 15th at noon. (*public welcome*)

Councilmember Coursey reflected on the Fort Vancouver Regional Library Board meeting last week.

XII. ADJOURNMENT

Motion: To adjourn at 7:31.

Paul Greenlee/Joyce Lindsay Motion Passed.

Mayor

City Clerk



**CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP MINUTES
Monday, April 10, 2017
5:00 PM**

VIDEO I. CALL TO ORDER

Mayor Guard called the meeting to order at 5:00 pm.

II. ROLL CALL

Present: Brent Boger, Michelle Wagner, Paul Greenlee, Joyce Lindsay, Ray Kutch and Dan Coursey

Absent: Dave Shoemaker

Staff:

David Scott, City Administrator

Rob Charles, City Engineer

Shannon Olson, Senior Analyst

Rose Jewell, Assistant to the Mayor and City Administrator

III. PRESENTATIONS

VIDEO A. Commission on Aging - Marjorie Ledell, Marian Anderson and Chuck Frayer

Information was presented on the following:

- Aging in place
- Universal design
- Housing market
- ADA compliance
- Habitat for humanity added ADA
- Percentage of housing in Clark County is accessible
- Cost savings and home value
- Construction codes for aging
- Visit-ability

Discussion ensued regarding: building code, incentives, and Growth Management Act.

**B. Community Development Block Grant Program - Samantha Whitley and Rebecca Royce
(DEFERRED TO APRIL 24th 7 pm)**

IV. PUBLIC COMMENTS

None

V. NEW BUSINESS

VIDEO A. Professional Services Agreement with Integra Realty Resources for Appraisal Services of City Buildings and Structures

Rob Charles and Shannon Olsen gave an update on the WCIA Building Appraisal.

- The need for proper insurance coverage
- The need for an appraisal for non-standard building items
- Replacement value

Additional discussion: insurance deductible, WCIA requirements, and budget

VIDEO

B. Supplemental Professional Service Agreement No.5 with GSI Water Solutions for the Well No. 1 Replacement and Well Decommissioning Project

Rob Charles presented the following information.

- Hathaway well casing damage
- Groundwater geology
- Scope changes
- Increase in cost
- Peak demand
- Timelines

Given the nature of this items it will be on the council agenda this evening for Councils consideration.

VIDEO VI. PUBLIC COMMENTS

Molly Coston explained the Egobliss, experts will provide tours at Steigerwald Wildlife Refuge. Date is not yet set.

Connie Hansen inquired about the water rights.

VII. MAYOR'S REPORT

None

VIII. COUNCILMEMBER COMMENTS

None

IX. ADJOURNMENT

Meeting adjourned at 6:22 pm.

Mayor

City Clerk



**CITY OF WASHOUGAL
CITY COUNCIL REGULAR MEETING
MINUTES
Monday, April 10, 2017
7:00 PM**

VIDEO I. INVOCATION - Carol Catherine McCaulley

VIDEO II. CALL TO ORDER

Mayor Sean Guard called the meeting to order at 7:02 pm.

III. PLEDGE OF ALLEGIANCE

The Mayor led the Pledge of Allegiance.

IV. ROLL CALL

Present: Brent Boger, Michelle Wagner, Paul Greenlee, Joyce Lindsay, Dave Shoemaker, Ray Kutch and Dan Coursey

Staff:

Kenneth Woodrich, City Attorney
David Scott, City Administrator
Ron Schumacher, Fire Marshal
Rose Jewell, Assistant to the Mayor and City Administrator

VIDEO V. AMENDMENTS TO THE AGENDA

Mayor Guard added Supplemental Professional Service Agreement No. 5 with GSI Water Solutions for the Well No. 1 Replacement and Well Decommission project as Items B under New Business.

VI. PROCLAMATION

A. Earth Day

Mayor Guard read the proclamation.

VIDEO VII. PUBLIC COMMENTS

Diana Kretzmeier, the new Director of the Parks Foundation, announced that Washougal will be granted \$3,740 for basketball courts at Hathaway and Oak Tree Parks. She explained the Florence B. Wager: *V Formation Flyer Award*.

Jennifer McDaniel read the application she submitted nominating Councilmember Joyce Lindsay.

Diana Kretzmeier announced Councilmember Lindsay as the 2017 winner. The award will be formally presented at the Parks Foundation Luncheon on May 9th at 11:30 at Warehouse 23 in Vancouver.

VIDEO VIII. CONSENT AGENDA

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately - after the motion has been made and passed to approve the remaining items.

Unanimous consent to approve the consent agenda as read. Greenlee No objections.

- A. **Workshop Minutes of March 27, 2017**
- B. **Council Minutes of March 27, 2017**
- C. **Accounts Payable 71946 thru 72027 & V425 thru V426, Totaling \$388,048.02**
- D. **Payroll Checks 10000 thru 10005 & V19605 thru V19641, Totaling \$483,013.93**

IX. NEW BUSINESS

Walk on item

VIDEO

- A. **Public Hearing: Blasting Ordinance (WMC 15.16.005) Effective Date Change**

Agenda Bill #18-17

David Scott presented the staff report and the recommended action.

Mayor Guard opened the public hearing. No one present to speak. Mayor closed the public hearing.

Unanimous consent to read the ordinance by title only. Greenlee No objections.

Kenneth Woodrich read the ordinance by title only.

Motion: To pass, post, and publish the ordinance in the usual manner.

Paul Greenlee/Brent Boger Motion Passed.

- B. **Supplemental Professional Service Agreement No.5 with GSI Water Solutions for the Well No. 1 Replacement and Well Decommissioning project**

Agenda Bill #19-17

David Scott noted that this item was workshopped just prior to the regular meeting. Due to the nature of the item it was brought forward for Council's consideration. He read the recommended action.

Staff is submitting Supplemental Professional Service Agreement No.5 with GSI Water Solutions for the Well No. 1 Replacement and Well Decommissioning project to account for additional construction and field oversight needed for the additional testing, permitting and repair modifications needed in this amendment.

Motion: To authorize the Mayor to sign the supplemental service agreement #5 with GSI Water Solutions.

Paul Greenlee/Brent Boger Motion Passed.

X. PUBLIC COMMENTS

None

VIDEO XI. MAYOR'S REPORT

Mayor Guard announced the following calendar items:

- Salvation Army office demolition on Tuesday 10 am
- Eggstravaganza on Wednesday from 3-5 pm
- WSU's Homelessness discussion on Tuesday at 6 pm in the community center
- JPAC meeting on Tuesday at 6 pm in Camas Chambers
- FVRL Board meeting dinner next Monday at 5:15 pm in the community center
- Declan Reagan fundraiser on April 29th at noon at the fire station in Washougal. The Mayor along with others will have their hair shaved.

VIDEO XII. COUNCILMEMBER COMMENTS

Councilmember Boger will be attending the JPAC at 6 pm in Camas.

Councilmember Wagner announced the Earth Day Celebration on 4/22 from 1-4. Volunteers will be pulling ivy at the new park property near the hardware store, and there is a Community Development meeting on Tuesday at 4 pm.

Councilmember Greenlee noted the WSB meeting on Tuesday, Costal Conservation Associaton at Camas Meadows at 6 pm, Eggstravaganza on Wednesday at 3 pm, Hazardous Waste on Saturday, C-W luncheon on 4/20, and the Port is hosting a clean up/planting along the new trail on 4/20.

Councilmember Lindsay gave an update from the Geotourism Trail Conference Billings MT. She will be sending information packets to all those in attendance.

Councilmember Shoemaker called for agenda items for the Public Safety Committee meeting on 4/17 at 12 noon in the chambers.

XIII. ADJOURNMENT

Meeting adjourned at 7:28. Greenlee

Mayor

City Clerk

SUNGARD HTE
DATE: 04/10/2017
TIME: 10:46:27

CITY OF WASHOUGAL
CHECK REGISTER

PAGE NUMBER: 1
VENCHK11
ACCOUNTING PERIOD: 4/17

FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	-----VENDOR-----	ACCT	-----DESCRIPTION-----	AMOUNT
72028	1111	04/10/17	3193 KEN NAVIDI	3430000	007733-00 RFND OVRPMT	1,833.20
TOTAL FUND						1,833.20
TOTAL REPORT						1,833.20

SUNGARD HTE
DATE: 04/13/2017
TIME: 14:53:31

CITY OF WASHOUGAL
CHECK REGISTER

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FUND - 003 - ABATEMENT FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	-----VENDOR-----	ACCT	-----DESCRIPTION-----	AMOUNT
72029	1111	04/13/17	785 WASHOUGAL LUMBER CO.	5049	PLYWOOD	214.91
TOTAL FUND						214.91

SUNGARD HTE
 DATE: 04/13/2017
 TIME: 14:53:31

CITY OF WASHOUGAL
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 VENCHK11
 ACCOUNTING PERIOD: 4/17

FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	-----VENDOR-----	ACCT	-----DESCRIPTION-----	AMOUNT
72030	1111	04/13/17	2463 AMERICAN MESSAGING	5041	K. DAY UTIL FEE	12.13
72031	1111	04/13/17	1305 AT&T MOBILITY	5042	SVC 2/28-3/27	139.00
72031	1111	04/13/17	1305 AT&T MOBILITY	5042	SVC 2/28-3/27	141.40
72031	1111	04/13/17	1305 AT&T MOBILITY	5042	SVC 2/28-3/27	237.58
72031	1111	04/13/17	1305 AT&T MOBILITY	5042	SVC 2/28-3/27	382.21
72031	1111	04/13/17	1305 AT&T MOBILITY	5042	SVC 2/28-3/27	486.72
72031	1111	04/13/17	1305 AT&T MOBILITY	5042	SVC 2/28-3/27	785.29
72031	1111	04/13/17	1305 AT&T MOBILITY	5042	SVC 2/28-3/27	12.52
72031	1111	04/13/17	1305 AT&T MOBILITY	5042	SVC 2/28-3/27	23.91
72031	1111	04/13/17	1305 AT&T MOBILITY	5042	SVC 2/28-3/27	86.60
72031	1111	04/13/17	1305 AT&T MOBILITY	5042	SVC 2/28-3/27	122.04
72031	1111	04/13/17	1305 AT&T MOBILITY	5042	SVC 2/28-3/27	122.04
			TOTAL CHECK			2,539.31
72032	1111	04/13/17	998 BERGER/ABAM ENGINEERING	5041	DOWNTOWN INFRASTRUCTURE P	5,309.60
72033	1111	04/13/17	83 BI-MART CORPORATION	5048	15W40/OIL/LOCK SPRAY	192.01
72033	1111	04/13/17	83 BI-MART CORPORATION	5036	BLEACH/SPRAYER	33.55
72033	1111	04/13/17	83 BI-MART CORPORATION	5036	BOTTLED WATER	6.98
72033	1111	04/13/17	83 BI-MART CORPORATION	5048	COFFEE, PAINT, 409	97.21
72033	1111	04/13/17	83 BI-MART CORPORATION	5048	COFFEE, PAINT, 409	123.24
72033	1111	04/13/17	83 BI-MART CORPORATION	5049	DECK SCREW	5.39
72033	1111	04/13/17	83 BI-MART CORPORATION	5036	DINNER PLATES/CUTLERY	27.19
72033	1111	04/13/17	83 BI-MART CORPORATION	5036	FREEZE PAK, IGLOO	32.45
72033	1111	04/13/17	83 BI-MART CORPORATION	5036	MICROWAVE	86.71
72033	1111	04/13/17	83 BI-MART CORPORATION	5036	STRIP LIGHT/UNDER CAB	2.92
72033	1111	04/13/17	83 BI-MART CORPORATION	5036	STRIP LIGHT/UNDER CAB	2.92
72033	1111	04/13/17	83 BI-MART CORPORATION	5036	STRIP LIGHT/UNDER CAB	3.90
72033	1111	04/13/17	83 BI-MART CORPORATION	5036	STRIP LIGHT/UNDER CAB	6.50
72033	1111	04/13/17	83 BI-MART CORPORATION	5031	STRIP LIGHT/UNDER CAB	6.50
72033	1111	04/13/17	83 BI-MART CORPORATION	5031	STRIP LIGHT/UNDER CAB	9.74
72033	1111	04/13/17	83 BI-MART CORPORATION	5035	WD40/CAR CHARGER	42.66
			TOTAL CHECK			679.87
72034	1111	04/13/17	893 BUGABOO PEST CONTROL	5041	ANT TREATMENT	135.50
72035	1111	04/13/17	241 CHUCKS TOWING, LLC	5041	BOAT DISPOSAL/TOWING	736.04
72036	1111	04/13/17	229 CITY OF CAMAS	5051	Q4 2016 CT SVCS	19,112.26
72036	1111	04/13/17	229 CITY OF CAMAS	5063	2/17 SHARED FIRE/EMS	2,117.58
72036	1111	04/13/17	229 CITY OF CAMAS	5041	2/17 SHARED FIRE/EMS	252,803.42
72036	1111	04/13/17	229 CITY OF CAMAS	5063	3/17 SHARED FIRE/EMS	2,117.58
72036	1111	04/13/17	229 CITY OF CAMAS	5041	3/17 SHARED FIRE/EMS	252,803.42
72036	1111	04/13/17	229 CITY OF CAMAS	5063	4/17 SHARED FIRE/EMS	2,117.58
72036	1111	04/13/17	229 CITY OF CAMAS	5041	4/17 SHARED FIRE/EMS	252,803.42
72036	1111	04/13/17	229 CITY OF CAMAS	5063	1/17 SHARED EMS/FIRE	2,117.58
72036	1111	04/13/17	229 CITY OF CAMAS	5041	1/17 SHARED EMS/FIRE	252,803.42
			TOTAL CHECK			1,038,796.26
72037	1111	04/13/17	3169 CLARK COUNTY CONSTRUCTION	5063	CIVIC CENTER FACADE IMPRO	37,526.76
72037	1111	04/13/17	3169 CLARK COUNTY CONSTRUCTION	5041	WATER LINE FIX	498.66
			TOTAL CHECK			38,025.42
72038	1111	04/13/17	254 CLARK COUNTY LAWN & TRACT	5035	TRACTOR FORKS	969.68

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FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
72039	1111	04/13/17	809 CLARK PUBLIC UTILITIES	5047	ELECTRICTY USE	6,221.11
72039	1111	04/13/17	809 CLARK PUBLIC UTILITIES	5047	ELECTRICTY USE	496.97
TOTAL CHECK						6,718.08
72040	1111	04/13/17	28 COMCAST	5041	SVC04/02-05/01	151.08
72041	1111	04/13/17	1896 COPY TRONIX	5031	COPIER CONTRACT	131.14
72041	1111	04/13/17	1896 COPY TRONIX	5031	COPIER CONTRACT	131.14
72041	1111	04/13/17	1896 COPY TRONIX	5031	COPIER CONTRACT	43.71
72041	1111	04/13/17	1896 COPY TRONIX	5031	COPIER CONTRACT	43.71
72041	1111	04/13/17	1896 COPY TRONIX	5036	COPIER CONTRACT	43.71
72041	1111	04/13/17	1896 COPY TRONIX	5036	COPIER CONTRACT	43.71
TOTAL CHECK						437.12
72042	1111	04/13/17	144 DEPT OF LICENSING	5049	CONCEALED PISTOL LIC	18.00
72042	1111	04/13/17	144 DEPT OF LICENSING	5049	CONCEALED PISTOL LIC	18.00
72042	1111	04/13/17	144 DEPT OF LICENSING	5049	CONCEALED PISTOL LIC	18.00
72042	1111	04/13/17	144 DEPT OF LICENSING	5049	CONCEALED PISTOL LIC	18.00
TOTAL CHECK						72.00
72043	1111	04/13/17	2733 DOWNTOWN WASHOUGAL ASSOCI	5049	DOWNTOWN BANNERS	1,056.91
72044	1111	04/13/17	147 ENGLISH, LANE, MARSHALL,V	5041	CHAPPELL CONF. EMAILS	484.50
72044	1111	04/13/17	147 ENGLISH, LANE, MARSHALL,V	5041	PROSECUTION CONTRACT	5,000.00
TOTAL CHECK						5,484.50
72045	1111	04/13/17	1402 ENVIRONMENTAL RESOURCE AS	5041	PH, WASTERWATER	141.96
72046	1111	04/13/17	364 EXIDE TECHNOLOGIES	5048	CORE CHARGE PER UNIT	248.97
72046	1111	04/13/17	364 EXIDE TECHNOLOGIES	5048	CORE CHARGE PER UNIT	250.99
TOTAL CHECK						499.96
72047	1111	04/13/17	2248 FASTENAL COMPANY	5036	PLIERS/CABLE	77.97
72047	1111	04/13/17	2248 FASTENAL COMPANY	5048	HCS9/16-12X2 YZ8	30.45
TOTAL CHECK						108.42
72048	1111	04/13/17	1688 FRONTIER	5042	SVC03/25-04/24	96.79
72048	1111	04/13/17	1688 FRONTIER	5042	SVC 04/04-05/03	294.73
72048	1111	04/13/17	1688 FRONTIER	5042	SVC 04/07-05/06	99.99
TOTAL CHECK						491.51
72049	1111	04/13/17	379 GUNDERSON TIRE CENTER	5048	JUNK DISPOSAL	35.77
72050	1111	04/13/17	380 H. D. FOWLER COMPANY	5036	BACKFLOW ASSEMBLY	524.83
72050	1111	04/13/17	380 H. D. FOWLER COMPANY	5036	BACKFLOW ASSEMBLY	524.83
72050	1111	04/13/17	380 H. D. FOWLER COMPANY	5048	12" DUCTILE IRON GATE	2,064.34
TOTAL CHECK						3,114.00
72051	1111	04/13/17	1002 HALME EXCAVATING, INC	3430000	000314-01 HYDRANT RFN	173.60
72052	1111	04/13/17	155 HARPER HOUF PETERSON RIGH	5041	JEMTEGAARD PEESTRIAN TRAI	1,371.97
72053	1111	04/13/17	396 HI-WAY FUEL	5041	FUEL	40.94
72053	1111	04/13/17	396 HI-WAY FUEL	5048	FUEL	41.80
72053	1111	04/13/17	396 HI-WAY FUEL	5048	FUEL	43.80
72053	1111	04/13/17	396 HI-WAY FUEL	5048	FUEL	50.72

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CITY OF WASHOUGAL
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FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	-----VENDOR-----	ACCT	-----DESCRIPTION-----	AMOUNT
72053	1111	04/13/17	396 HI-WAY FUEL	5048	FUEL	64.50
72053	1111	04/13/17	396 HI-WAY FUEL	5041	FUEL	90.00
72053	1111	04/13/17	396 HI-WAY FUEL	5048	FUEL	36.08
72053	1111	04/13/17	396 HI-WAY FUEL	5048	FUEL	36.09
72053	1111	04/13/17	396 HI-WAY FUEL	5048	FUEL	36.65
	TOTAL CHECK					440.58
72054	1111	04/13/17	405 IMPERIAL CLEANERS	5041	DRY CLEANING-UNIFORMS	94.24
72055	1111	04/13/17	414 IRON MOUNTAIN INTELLECTUA	5041	SHREDDING	167.20
72056	1111	04/13/17	1941 KITCHEN ELECTRIC	5048	9 BULB REPLACEMENT	1,220.67
72057	1111	04/13/17	454 L.N. CURTIS & SONS	5023	PIQUE KNIT PROF POLO	113.82
72057	1111	04/13/17	454 L.N. CURTIS & SONS	5023	BELT HOOK	29.76
72057	1111	04/13/17	454 L.N. CURTIS & SONS	5023	SPANDEX PDU RAPID L/S	67.20
72057	1111	04/13/17	454 L.N. CURTIS & SONS	5023	RADIO HOLDER	21.63
	TOTAL CHECK					232.41
72058	1111	04/13/17	440 LAKESIDE INDUSTRIES	5063	STILES RD - 34TH STREET R	5,201.21
72059	1111	04/13/17	3196 LEGACY 6 INC	3430000	008134-00 HYD MTR RFN	3.75
72060	1111	04/13/17	1657 LLOYD HALVERSON	5041	GOVERNMENTAL AFFAIRS CONS	1,897.50
72061	1111	04/13/17	261 LUTZ HARDWARE	5036	10PC TORX DRIVERS	30.34
72061	1111	04/13/17	261 LUTZ HARDWARE	5048	DBL KEY AND CUT	2.70
72061	1111	04/13/17	261 LUTZ HARDWARE	5036	PUSH ELBOW, ADAPTER	37.69
72061	1111	04/13/17	261 LUTZ HARDWARE	5035	SM, MD, DP UTIL BOX	24.89
72061	1111	04/13/17	261 LUTZ HARDWARE	5036	WIDE TRACK RUG MACHIN	48.74
	TOTAL CHECK					144.36
72062	1111	04/13/17	164 MCDONALD EXCAVATING INC.	3430000	008232-00 HYD MTR RFN	51.15
72063	1111	04/13/17	2781 NORTHWEST STAFFING RESOUR	5041	TEMP SERVICES	605.93
72063	1111	04/13/17	2781 NORTHWEST STAFFING RESOUR	5041	TEMP SERVICES	730.82
72063	1111	04/13/17	2781 NORTHWEST STAFFING RESOUR	5041	TEMP SERVICES	903.23
72063	1111	04/13/17	2781 NORTHWEST STAFFING RESOUR	5041	TEMP SVCS	779.60
72063	1111	04/13/17	2781 NORTHWEST STAFFING RESOUR	5041	TEMP SVCS	1,033.46
72063	1111	04/13/17	2781 NORTHWEST STAFFING RESOUR	5041	TEMP SVCS	1,054.80
	TOTAL CHECK					5,107.84
72064	1111	04/13/17	3195 NW ELITE HOME CORP	3430000	001775-00 RNFD OVRPMT	1.93
72065	1111	04/13/17	2102 OTAK	5063	CIVIC CENTER FACADE	2,388.50
72066	1111	04/13/17	850 OWEN EQUIPMENT COMPANY	5048	RODDER LINE/LEAD HOSE	2,710.11
72067	1111	04/13/17	2409 RENE CARROLL CONSULTING	5041	VARIOUS TOURISM AND SPECI	2,255.00
72068	1111	04/13/17	2013 ROB CHARLES	5022	MAR 17 GYM DUES	20.00
72069	1111	04/13/17	2620 SLAYDEN CONSTRUCTION GROU	5063	CONSTRUCTION WORK FOR NEW	7,404.43
72070	1111	04/13/17	948 STERICYCLE, INC.	5047	ON CALL SVC	10.36

SUNGARD HTE
DATE: 04/13/2017
TIME: 14:53:31

CITY OF WASHOUGAL
CHECK REGISTER

PAGE NUMBER: 5
VENCHK11
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FUND - 801 - DISBURSEMENT CLEARING ACC

CHECK NUMBER	CASH ACCT	DATE ISSUED	-----VENDOR-----	ACCT	-----DESCRIPTION-----	AMOUNT
72071	1111	04/13/17	1940 U.S. BANK N.A. - CUSTODY	5041	MAR CUSTODY CHARGES	22.00
72072	1111	04/13/17	203 UNITED PARCEL SERVICE	5041	SHIPPING SERVICES	40.10
72073	1111	04/13/17	1846 US BANK OFFICE EQUIPMENT	5045	COPIER CONTRACT	172.93
72074	1111	04/13/17	690 USA BLUEBOOK	5036	STREET BROOM, HANDLE	145.38
72075	1111	04/13/17	785 WASHOUGAL LUMBER CO.	5036	2X6X10 STUD	90.41
72075	1111	04/13/17	785 WASHOUGAL LUMBER CO.	5036	CONCRETE SCREWS/CEMEN	151.30
72075	1111	04/13/17	785 WASHOUGAL LUMBER CO.	5036	MARK IT PAINT	62.62
72075	1111	04/13/17	785 WASHOUGAL LUMBER CO.	5048	PREMIX, BROOM, BRACKE	173.67
72075	1111	04/13/17	785 WASHOUGAL LUMBER CO.	5036	SHOVEL/TAPE	52.01
			TOTAL CHECK			530.01
72076	1111	04/13/17	1728 ZANE FRESCHETTE	5043	PER DIEM TRAINING	160.00
			TOTAL FUND			1,137,482.35
			TOTAL REPORT			1,137,697.26

CITY OF WASHOUGAL

PAYROLL VOUCHER APPROVAL

I HEREBY CERTIFY THAT THE PAYROLL CHARGED ON THE VOUCHERS ATTACHED HAVE BEEN FURNISHED TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THE PAYROLL BELOW TO BE VALID AND CORRECT.

FINANCE _____

WE THE UNDERSIGNED COUNCIL MEMBERS OF WASHOUGAL, WASHINGTON DO HEREBY CERTIFY THAT THE CHECKS 10006-10007 VOUCHERS V19686-V19742 ARE APPROVED FOR PAYMENT IN THE AMOUNT OF \$203,851.62 ON THIS 14TH DAY OF APRIL, 2017.

FINANCE COMMITTEE _____

FINANCE COMMITTEE _____

FINANCE COMMITTEE _____

PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into this _____ day of April 2017, by and between the City of Washougal, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as “City,” and **INTEGRA REALTY RESOURCES**, hereinafter referred to as “Contractor,” whose address is: **1220 SW MORRISON STREET, SUITE 800, PORTLAND, OR 97205**.

WHEREAS, the City desires to engage the Contractor to provide Consulting Services and other related professional services for **APPRAISALS OF CITY BUILDINGS & STRUCTURES**, and Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement.

1. **Scope of Services:**

Contractor agrees to:

- a. See attached Scope and Rates in Exhibit A
- b. Notwithstanding the provisions of section 14, “Amendments,” the City may add other related professional services at its discretion.

This Agreement is a purchase of professional services at the hourly rates set forth in Exhibit A. Payment for these services are for time and materials not to exceed **\$13,000** unless authorized in writing by the City. If additional time is needed, please refer to Section 4 of this agreement. A written amendment must be attached.

1. **Relation of Parties:**

The Contractor, its sub-consultants, agents and employees are independent contractors performing professional services for City and are not employees of the City. The Contractor, its sub-consultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub-consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

2. **Time of Performance:**

The service of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed, services hereunder shall begin as of: Begin date of **APRIL 10, 2017**, and be completed as of: End Date **DECEMBER 31, 2017**.

3. **Delays and Extensions of Time:**

If the Contractor is delayed at any time in the progress of providing service covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

4. **Compensation and Schedule of Payments:**

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed supplemental agreement. Such payment shall be

full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any. Payments will be submitted by mail or courier to City Hall located at 1701 C Street, Washougal, WA 98671. No faxed copies or electronic requests for payment will be accepted. Payments to Contractor shall be made within thirty (30) days from submission of each invoice.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract number given on the notice to proceed and annotated on the executed copy of the contract **must** be referenced on any invoice submitted for payment.

5. **Ownership of Records and Documents:**

All materials, writings and products produced by Contractor in the course of performing this Contract shall immediately become the joint property of the City and Contractor. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Contractor.

6. **Termination:**

This Agreement may be terminated by either party upon not less than fifteen (15) days written notice. Additionally, this Agreement may be suspended in accordance with Section I of City of Washougal Resolution 1051.

7. **Evaluation and Compliance with the Law:**

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant federal, state and municipal laws, rules and regulations.

8. **City Business and Occupation License & E-Verify Program:**

Prior to performing work under this Agreement, Contractor shall secure a City of Washougal Business and Occupation License under W.M.C. 5.04.020.

The Contractor shall be registered with the Department of Homeland Security E-Verify Program. The Contractor shall provide a fully executed Declaration of Participation in E-Verify Program Form to the City. If the Contractor described herein uses a subcontractor in connection with the performance of the Contract, the subcontractor shall, as a condition of the Contract, certify their participation in the E-Verify program by submitting a Declaration of Participation Form. The Contractor and any subcontractors will not knowingly employ or contract with an unauthorized alien.

9. **Liability and Hold Harmless:**

Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder. All work shall be done at Contractor's risk.

The Contractor shall defend, indemnify and hold harmless the City of Washougal, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits, including attorney fees arising out of or resulting from the act, error or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. **Debarment, Suspension Or Ineligibility**

The Contractor, defined as the primary participant and its principals, certifies that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions with the City;
2. Have not within a three (3) year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above;
4. Have not, within a three (3) year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause of default;
5. Where the Contractor is unable to certify to any of the statements in this document, Contractor shall attach an explanation.

The Contractor agrees by submitting this contract that it shall not knowingly enter into any lower tier covered transaction with a person or business that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

12. **Insurance:**

The Contractor shall obtain and keep in force during the entire term of this Agreement, liability insurance policies against any and all claims for damages to persons or property which may arise out of the performance of this Contract, whether such work shall be by the Contractor or its subcontractors, or by any employee, agent, or representative of

the Contractor or its subcontractors. Such policies of insurance shall cover liabilities arising from premises, operations, automobiles, independent contractors, personal injury, advertising injury, and professional liability. Such policies of insurance shall also be primary insurance with respect to the City. Any separate insurance maintained by the City shall be in excess of the Contractor's insurance herein.

The Contractor agrees to the following requirements relating to insurance coverage, which combination of policies shall cover all of the liabilities identified in the preceding paragraph:

- 1. Liability Insurance:** The liability insurance required herein shall, at a minimum, be in the form of: (a) commercial general liability insurance with a One Million Dollar (\$1,000,000) or greater combined single policy limit for bodily injury and property damage for each occurrence; (b) automobile liability insurance with a One Million Dollar (\$1,000,000) or greater combined single policy limit for bodily injury and property damage for each occurrence; and (c) professional liability insurance to include coverage for professional errors and/or omissions with a One Million Dollar (\$1,000,000) or greater policy limit for each occurrence. The City shall be named as an additional insured with respect to all such policies and copies of all such policies shall be furnished to the City upon request.
- 2. Worker's Compensation:** The Contractor shall take out and maintain during the life of the Agreement, Worker's Compensation insurance for all its employees engaged in work under or pursuant to this Agreement who are required to be so covered by the laws of the State of Washington and in any case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees, unless or to the extent that such employees are covered by the protection provided by the Contractor.
- 3. Employment Security:** The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith. Contractor shall provide

evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "Accord" or comparable form with all applicable endorsements attached thereto.

13. **Notices:**

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed, postage paid, as follows:

<u>City:</u>	<u>Contractor:</u>
City of Washougal	<u>INTEGRA REALTY RESOURCES</u>
1701 "C" Street	<u>1220 SW MORRISON ST, SUITE 800</u>
Washougal, WA 98671	<u>PORTLAND, OR 97205</u>

14. **Amendments:**

This Agreement shall not be altered, changed, or amended, except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement.

15. **Scope of Agreement:**

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless set forth in this Agreement.

16. **Ratification:**

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

17. **Governing Law/Venue:**

This Agreement shall be deemed to have been executed and delivered within Washougal Professional Services Agreement - 7

the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The Contractor shall have legal authority to enter into this Agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

DATED this _____ day of **APRIL**, 2017.

CITY OF WASHOUGAL, a Municipal Corporation

BY: _____
Mayor

ATTEST:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR,

BY: _____

Title: _____



March 2, 2017

Shannon Olsen
City of Washougal
1701 C Street
Washougal, Washington 98671
360.835.8501x204
Shannon.Olsen@cityofwashougal.us

SUBJECT: Proposal for Valuation Services
39 Municipal Facilities, Various Locations, Washougal (the "Subject Properties")

Dear Ms. Olsen:

Upon your acceptance of this letter agreement, Integra Realty Resources – Portland ("IRR – Portland"), will prepare an appraisal of the Subject Properties.

The purpose of the appraisal is to provide an opinion of the insurable replacement cost of the Subject Properties. The intended use of the appraisal is for insurance policy declarations. The use of the appraisal by anyone other than you and your insurance company is prohibited.

We have not viewed the specific policy that is in effect or may be written for the subject, nor have we been given specific instructions by the client on what is to be included in, or excluded from, the insurable replacement cost estimate. Moreover, methodologies for developing these estimates vary between underwriters. Therefore, reliance should not be placed on our estimate unless the client independently determines that the items included in our estimate are consistent with the terms of the subject's insurance coverage.

The appraisal will be prepared in conformance with and subject to, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation.

The Ethics Rule of USPAP requires us to disclose to you any prior services we have performed regarding the Subject Property within a three year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. We represent that we have **not** performed services that require disclosure under this rule.

March 2, 2017

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In accordance with our correspondence, the scope of this assignment will require IRR – Portland to consider all relevant and applicable approaches to value as determined during the course of our research, Subject Property analysis and preparation of the report. The analysis is anticipated to include the cost approach.

The appraisal will be communicated in a Restricted Appraisal Report format. All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions a copy of which is attached as Attachment I.

IRR – Portland is an independently owned and operated company. The parties hereto agree that Integra Realty Resources, Inc. (“Integra”) shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR – Portland. In addition, it is expressly agreed that in any action which may be brought against IRR – Portland and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the “Integra Parties”), arising out of, relating to, or in any way pertaining to this engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

The total fee for this assignment will be \$13,000 including expenses, with delivery within 60 days of engagement. The fee is due and payable within 30 days of the delivery of the reports. It is understood that simple interest of 15% per annum will accrue on any unpaid balance for compensation due, subject to reduction pursuant to any applicable usury law. We shall also be entitled to recover our costs (including attorneys’ fees), associated with collecting any amounts owed or otherwise incurred in connection with this assignment. If the assignment is cancelled by either party prior to completion, you agree to pay us for all our expenses and our time to date based upon the percentage of work completed. Upon default, we shall be permitted to file a lien against the Subject Property for any amounts owed pursuant to this engagement.

Two copies of the appraisal report will be provided. The 60 day delivery date is contingent upon the absence of events outside our control, timely access for inspection of the Subject Property, as well as our receipt of all requested information necessary to complete the assignment.

Please be advised that we are not experts in the areas of building inspection (including mold), environmental hazards, ADA compliance or wetlands. Therefore, unless we have been provided with appropriate third party expert reports, the appraisals will assume that there are no environmental, wetlands, or ADA compliance problems. The agreed upon fees for our services assume the absence of such issues inasmuch as additional research and analysis may be required. If an expert is required, you are responsible for their selection, payment and actions.

March 2, 2017

Page 3

In the event that we receive a subpoena or are called to testify in any litigation, arbitration or administrative hearing of any nature whatsoever or as a result of this engagement or the related report, to which we are not a party, you agree to pay our then current hourly rates for such preparation and presentation of testimony. You agree that: (i) the data collected by us in this assignment will remain our property; and (ii) with respect to any data provided by you, IRR – Portland and its partner companies may utilize, sell and include such data (either in the aggregate or individually), in the Integra database and for use in derivative products. You agree that all data already in the public domain may be utilized on an unrestricted basis. Finally, you agree that we may use commercially available as well as proprietary software programs to perform your assignment (web based and others).

If you are in agreement with the terms set forth in this letter and wish us to proceed with the engagement, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

Sincerely,

INTEGRA REALTY RESOURCES – PORTLAND



Phillip Hanshew, MAI
Managing Director

Robert Hickok, MAI
Senior Director

Attachments

AGREED & ACCEPTED THIS _____ DAY OF _____, 2017.

**BY: Shannon Olsen
For City of Washougal**

AUTHORIZED SIGNATURE

NAME (PRINT)

ATTACHMENT I

STANDARD ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report and any work product related to the engagement will be limited by the following standard assumptions:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The Subject Property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the Subject Property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the Subject Property more or less valuable. Furthermore, there is no asbestos in the Subject Property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The Subject Property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

The appraisal report and any work product related to the engagement will be subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the Subject Property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the Subject Property without compensation relative to such additional employment.
6. We have made no survey of the Subject Property and assume no responsibility in connection with such matters. Any sketch or survey of the Subject Property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the Subject Property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the Subject Property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the Subject Property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the Subject Property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the Subject Property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the Subject Property or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The *Americans with Disabilities Act (ADA)* became effective January 26, 1992. We have not made a specific survey or analysis of the Subject Property to determine whether the physical aspects of the improvements meet the *ADA* accessibility guidelines. We claim no expertise in *ADA* issues, and render no opinion regarding compliance of the Subject Property with *ADA* regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the Subject Property or in the improvements, and our valuation is predicated upon the assumption that the Subject Property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the Subject Property. IRR – Local City and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the “Integra Parties”) shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the Subject Property.
21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the Subject Property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the Subject Property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the Subject Property is free of defects or environmental problems. Mold may be present in the Subject Property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
- 24. IRR – Portland is an independently owned and operated company. The parties hereto agree that Integra Realty Resources, Inc. (“Integra”) shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR – Portland. In addition, it is expressly agreed that in any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.**
25. IRR – Portland is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client’s use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable.

The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of the Subject Property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
28. As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.

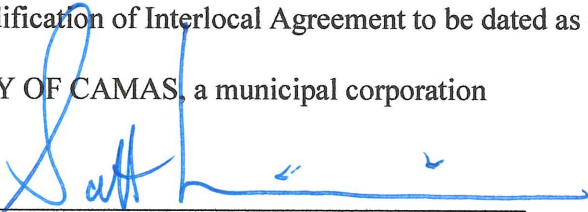
MODIFICATION OF INTERLOCAL AGREEMENT BETWEEN THE CITIES OF CAMAS AND WASHOUGAL FOR THE FORMATION AND OPERATION OF THE CAMAS-WASHOUGAL FIRE DEPARTMENT DATED DECEMBER 4, 2013

Pursuant to Section 30.1 of the Interlocal Agreement between the Cities of Camas and Washougal for the Formation and Operation of the Camas-Washougal Fire Department dated December 4, 2013, the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Washougal", and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Camas", hereby stipulate to the following modification of Section 16.8 therein, as follows:

16.8. Annually, by June 30 of each year, Camas shall calculate the net costs allocable to Camas and Washougal for the prior year based on actual CWFD net operating expenses and the actual amounts for the budget allocation factors for the prior year. For example, the calculation completed by June 30, 2015, shall use the actual net operating expenses for 2014 and the budgeted data on the allocation factors for 2014. Camas shall compare the cost allocation for Camas and Washougal using the actual amounts and factors with the allocation using budgeted amounts and prior year allocation factors. Any difference (positive or negative) shall be included as an adjustment to the following years' cost allocation calculation.

IN WITNESS WHEREOF the parties have caused this Modification of Interlocal Agreement to be executed in their respective names by their duly authorized officers and have caused this Modification of Interlocal Agreement to be dated as of the 17th day of April, 2017.

CITY OF CAMAS, a municipal corporation


By: Scott Higgins
Title: Mayor of the City of Camas

Attest:


Camas City Clerk

Approved as to form:



Shawn R. MacPherson, City Attorney

CITY OF WASHOUGAL, a municipal corporation

By: Sean Guard

Title: Mayor of the City of Washougal

Attest:

Washougal City Clerk

Approved as to form:

Kenneth Woodrich, City Attorney