

CLARK COUNTY STAFF REPORT

DEPARTMENT: Environmental Services / Legacy Lands Program

DATE: November 3, 2015

REQUESTED ACTION: Authorize the Acting County Administrator to execute an extension of the interlocal agreement with the City of Washougal to provide the City \$299,500 in Conservation Futures Funding to assist in acquiring 17-acres along the Washougal River.

Consent Hearing County Manager

BACKGROUND

On November 4, 2014, the Board of County Councilors authorized execution of the interlocal agreement with the City of Washougal through final staff report SR 243-14, attached as Exhibit A to this staff report. The agreement authorizes Clark County to contribute \$299,500 in conservation futures funding toward the City's acquisition of 17 acres within the city limits along the Washougal River. Section 08 of the agreement specifies that the City is to acquire the property within one year of execution of the agreement. However, said section also indicates that the Board of County Councilors may extend the agreement upon written request of the City. The City submitted such a request with an explanation of the circumstances necessitating an extension which is attached as Exhibit B.

The purchase and sale agreement executed between the sellers and the City contained a number of contingencies regarding the clean-up and certification of the site from some minor contamination resulting from the prior use of the property. One of the conditions of sale is that the sellers shall submit a No Further Action letter (NFA) from the Department of Ecology indicating clean-up has been completed. All parties have been working diligently toward the clean-up and certification and the seller's consultant is in the final stages of finalizing the terms for on-going monitoring with the Department of Ecology, which will then start the process for Ecology to issue a NFA. Upon receipt of the NFA, final escrow negotiations between the sellers and the City will commence to address the monitoring requirements. All parties are confident that the NFA will ultimately be issued and that there will be a successful closing of the transaction.

COUNCIL POLICY IMPLICATIONS

The requested extension has no policy implications. The adopted 2015-16 budget includes revenue and expenditure authorizations sufficient to fulfill the terms of the interlocal agreement. A fiscal impact attachment is included in Final SR 243-14. No changes are requested.

ADMINISTRATIVE POLICY IMPLICATIONS

There are no administrative policy implications.

COMMUNITY OUTREACH

The purchase and sale agreement for the property, with the conditions, was authorized by the Washougal City Council and City staff are diligently implementing terms of the agreement. As indicated in Final SR 243-14, the acquisition is consistent with both City and County policy documents and is strongly supported by both the City and the current landowner.

Handwritten initials/signature



BUDGET IMPLICATIONS


YES	NO	
	X	Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.


BUDGET DETAILS

Local Fund Dollar Amount	\$299,500
Grant Fund Dollar Amount	
Account	Fund 3085, Conservation Futures
Company Name	

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


 Patrick Lee
 Legacy Lands Program Coordinator


 Don Benton
 Director

APPROVED: 
 CLARK COUNTY, WASHINGTON
 BOARD OF COUNTY COUNCILORS

DATE: 11/3/15
 SR# SR 200-15

APPROVED: _____
 Mark McCauley, Acting County Manager

DATE: _____

PL/blt
 Enclosures: Exhibit A – SR 243-14,
 Exhibit B – explanation of the circumstances necessitating an extension

CLARK COUNTY
STAFF REPORT

DEPARTMENT/DIVISION: Environmental Services / Policy and Planning / Legacy Lands

DATE: October 28, 2014

REQUEST: Authorize the County Administrator to execute an interlocal agreement to provide the City of Washougal \$299,500 in Conservation Futures Funds to acquire 17 acres of land along the Washougal River.

CHECK ONE: Consent Hearing Chief Administrative Officer

BACKGROUND: The 2004 Conservation Areas Acquisition Plan recognized the Washougal River as a high priority greenway corridor. In 2007 the county first approached the property owner regarding acquisition of 17 acres adjacent to the Washougal River. Discussions did not progress at that time as the family was pursuing subdivision of the property. After approval of the preliminary subdivision by the City of Washougal, the property owner reconsidered their intended use of the property and opted, instead, to preserve the property as a community park. In 2012 the property owner approached the City of Washougal, Clark County and the Columbia Land Trust about continuing interest in the acquisition and negotiations among the parties began in earnest. The City of Washougal executed a purchase and sale agreement to acquire the 17-acre property on September 8, 2014 and is requesting \$299,500 in Conservation Futures funding to complete the acquisition. The proposed interlocal agreement is the mechanism through which the county authorizes Conservation Futures funding support to the city. The interlocal agreement is enclosed as Attachment A. Additional background information may be found in Attachment B, the city's purchase and sale agreement.

COMMUNITY OUTREACH: The City of Washougal Comprehensive Parks and Facilities Plan specifically designates the need for a park in the vicinity of the proposed acquisition. The conservation and recreation significance of the property was affirmed through the 2014 update to the Clark County Conservation Areas Acquisition Plan and a specific acquisition project was identified in the Project Opportunities – Partnership Projects List. The City of Washougal Parks Board, the City Council and the property owner all strongly support the acquisition.

BUDGET AND POLICY IMPLICATIONS: The City of Washougal expects to close on the project in June 2015. The City will own and manage the property. Funding to support the acquisition is included in the proposed 2015-16 Conservation Futures budget. The \$299,500 in Conservation Futures support is 50% of the land cost of \$599,000 established through fair market value appraisal processes. City park impact fees are proposed to be used for the remaining 50% of land costs.

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: Authorize the County Administrator to execute an interlocal agreement to provide the City of Washougal \$299,500 in Conservation Futures Funds to acquire 17 acres of land along the Washougal River.

*mm
OK
y11*



FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

The City of Washougal executed a Purchase and Sale Agreement to acquire the 17-acre property from the property owner on September 8, 2014 and is requesting \$299,500 in conservation futures funding support to complete the acquisition. The proposed interlocal agreement is the mechanism through which the County authorizes conservation futures funding support to the City. The \$299,500 in conservation futures support is 50% of the land cost of \$599,000 established through fair market value appraisal processes. City park impact fees are proposed to be used for the remaining 50% of land costs.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
3085 Conservation Futures				\$299,500.00		
Total:	\$0.00	\$0.00	\$0.00	\$299,500.00	\$0.00	\$0.00

II.A - Describe the type of revenue (grant, fees, etc.)

The City of Washougal expects to close on the project in June 2015. Funding to support the acquisition is included in the proposed 2015-16 Conservation Futures Fund budget.

Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
3085 Conservation Futures					\$299,500.00		
Total:		\$0.00	\$0.00	\$0.00	\$299,500.00	\$0.00	\$0.00

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual				\$299,500.00		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total:	\$0.00	\$0.00	\$0.00	\$299,500.00	\$0.00	\$0.00

INTERLOCAL AGREEMENT FOR CONSERVATION FUTURES FUNDING

01. PURPOSE

This Interlocal Agreement sets forth the terms and conditions by which Clark County, Washington, shall provide funds from its Conservation Futures Account, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the City of Wahougal, hereinafter identified as the project sponsor, for the purpose of acquiring fee simple or lesser interest in open space, farm land, or timber land, as such are defined in RCW 84.34.020.

02. AUTHORITY

This Interlocal Agreement by and between Clark County, Washington, and the project sponsor is authorized by Chapter 39.34 of the Revised Code of Washington, which permits a governmental unit to contract for the use of land for park purposes by private negotiation with consent from the Board of County Commissioners. In addition, this Agreement is further contemplated by RCW 84.34, for the preservation and continued availability of open space lands to assure the use and enjoyment of natural resources and scenic beauty for the benefit of all citizens.

03. PROJECTS DESCRIPTION

The project sponsor's application to Clark County is attached hereto, Marked as Exhibit A, and is incorporated herein by this reference. The Application is the project sponsor's notification of its intent and commitment to implement and manage the following project in conformance with local and state goals and objectives. The project is described as: Schmid Property Acquisition. A specific legal description of the project is to be attached to the Deed of Right, to be filed and recorded herewith.

04. FUNDING OF PROJECT

The total cost of the property to be acquired under terms of this Agreement is estimated by the project sponsor to be \$599,000, land only, not including incidental expenses.

Clark County agrees to pay a total of \$299,500, or 50 percent of the total estimated land cost, or the same percentage of fair market value, whichever is less for the Schmid Property Acquisition. The funding provided is limited in its use to the acquisition of the real property or the costs of title insurance, appraisals and surveys.

Fair market value shall be determined utilizing professional appraisal procedures. Both a fair market appraisal and a review appraisal are required. The appraisal must be in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (USASFLA). Both the fair market appraisal and the review appraisal reports must be prepared by qualified real estate appraisers having designation from the Members of the American Institute of Real Estate Appraisers

The project sponsor shall have one (1) year from execution of this interlocal agreement by the Board of County Commissioners to complete the acquisition project, as described in the project sponsor's attached Project Application.

The Board of County Commissioners may extend the acquisition period at its discretion. To secure an extension, the project sponsor shall send written notice to the Conservation Futures Program Manager, acting as program staff for the Board of County Commissioners, at least thirty (30) days prior to the end of the acquisition period. The notice shall state the need for an extension and explain the reasons for the request. The program manager shall notify the project sponsor of the Board's decision within thirty days of receipt of the request, or as soon thereafter as is practicable.

Any project that has not been completed within the acquisition period, and for which no extension has been granted, shall be considered withdrawn and all allocated funds not expended for a permitted purpose shall be returned to Clark County. The project sponsor agrees to notify the Conservation Futures Program Manager of any circumstances or events during the acquisition period (such as an owner indicating he is no longer a willing seller) which will cause the termination of efforts to acquire the subject properties.

The project sponsor, on forms provided, will advise Clark County at least once every six months of their progress, upon reimbursement to the project sponsor for all reasonable and appropriate expended costs incurred during the acquisition period.

The program staff shall review all easements, restrictions, and other encumbrances that appear in the preliminary title insurance policy to assure that they are acceptable to Clark County considering the Conservation Futures purposes for which the land is to be acquired. Clark County will not release funds for land purchases until this requirement is met.

09. DURATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement shall remain in effect in perpetuity, except as otherwise provided for in the "Acquisition Period" section of this Agreement.

10. RELATIONSHIP OF PARTIES

The Clark County Board of County Commissioners imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farm land, timber land, and certain classifications of park property. The project described herein, however, is the sole project of the project sponsor and not Clark County. The purpose of this Agreement is to provide the project sponsor monetary assistance which will enable it to complete the Project described herein. Clark County will not acquire any ownership interest in the subject property by virtue of this Agreement, nor will Clark County assume any responsibility for improving or managing the property.

rights-of-way, or other conditions or restrictions which limit the use of or alter the character of the subject properties. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in the project sponsor's grant application at the time of funding approval at the sole discretion of Clark County. The project sponsor shall not consummate any such proposal without advance written consent of the Conservation Futures Program Manager; and

- F. The property shall be kept open for public use at reasonable hours and times of year. Clark County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and the existence of leaseback or other agreements that might properly limit public access. Some restrictions may apply for the protection of habitat and/or wildlife; and
- G. The property shall be open for the use of all segments of the public without restriction because of the race, creed, color, sex, sexual orientation, religion, national origin or residence of the user; and
- H. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage public use; and
- I. The project sponsor shall operate and maintain the facilities in accordance with all applicable federal, state, and local laws and regulations; and
- J. The project sponsor shall execute and record a Deed of Right in substantially the same form as Exhibit B, attached hereto and made a part of this agreement, at the time of property acquisition to guarantee that the restrictions imposed by Conservation Futures Program funding are in the chain of title to the subject property.

13. USER FEES AND CHARGES

User or other types of fees may be charged in connection with areas acquired with the assistance of Conservation Futures funds, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

14. CONVERSION

The project sponsor for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall dedicate the property to be acquired under terms of

18. HOLD HARMLESS

The project sponsor agrees to defend and hold harmless Clark County, Washington, the Board of Clark County Commissioners and any employees, officials, agents, or elected officials thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of use, improvements, operation, or management of the subject property and/or the Project.

Clark County, Washington and all employees, officials, agents, or elected officials thereof, agrees to defend and hold harmless the project sponsor from any and all suits of law or equity or claims or demands, or any loss of any nature, including, but not limited to, costs and attorney's fees, suffered, or alleged to be suffered, as a result of any act or omission on the party of Clark County, Washington, their employees, officials, agents or elected officials, on the premises.

19. NOTICES

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered by hand, or within three days of being mailed by U.S. mail first class postage or certified mail, postage prepaid, addressed as follows:

A. Notice to Clark County

TO: Conservation Futures Program Manager
Clark County Environmental Services Department
P.O. Box 9810
Vancouver, Washington 98666-9810

B. Notice to the project sponsor

TO: David Scott
City Administrator
City of Washougal
1701 C Street
Washougal, Washington 98681

EXHIBIT A
TO THE INTERLOCAL AGREEMENT
COMPLETED PROJECT APPLICATION



CLARK COUNTY
WASHINGTON

proud past. promising future

Conservation Futures Project Application / Summary FUNDING CYCLE 2014

SUBMITTAL DATE: Feb 7, 2014

PROJECT NAME: Schmid Property Acquisition

SPONSOR INFORMATION

Organization Name: City of Washougal

Agency Address: 1701 "C" Street

Agency Jurisdiction: Washougal

Contact Name: David Scott

Contact Phone: (360) 835-8501

Contact E-Mail Address: dscoffe@ci.washougal.wa.us

PROJECT LOCATION

Property Address(es): 1407 - 32nd Street

Tax Identification Number(s): 131880000

Major Street / Intersection Nearest Property Access Point: 32nd and "K" Street

Property Description (type of land use): bi-level property: 13 acres of flood plain, almost 5 acres of upland.

Section: 508 Township: T1N Range: R4E

EXISTING CONDITIONS

Number of Parcels: one

Addition: #16 of C C STILES DLC

Total Project Acres: 17.88 acres

Zoning Classification(s): R1-10

Existing Structures/Facilities (No. / Type): All structures were demolished in 2010.

Current use: Currently unused as open space.

- Watershed Name: Washougal River
- Waterfront Access and type: Largest in-tact flood plain on lower Washougal River: Medium Intensity Aquatic
- Body of Water: Washougal River
- Shoreline (lineal ft.): approximately 1,000 l/f
- Historical / Cultural Features: Unknown at this time, but a high probability of cultural resources on the site.
- Owner Tidelands/Shorelands: The Schmid Family Limited Partnership I
- Active Agriculture; Currently leased for agriculture N/A
- Threatened / Endangered species present: None known at this time
- Utilities on property (list all known): water/sewer/electrical for previous company use. sewer force main.
- Potable water available on site: Well; Water Service; Is there a water right?

Conservation Futures Program – Department of Environmental Service

1300 Franklin St., PO Box 9810, Vancouver, WA 98666-9810 (360) 397-2121



For other formats, contact the Clark County ADA Office: Voice (360) 397-2322; Relay 711 or (800) 833-6388; Fax (360) 397-6165; E-mail ADA@clark.wa.gov.

Schmid Property Acquisition Project

Sponsoring Agency: City of Washougal

Project Narrative:

The City of Washougal wishes to acquire the 17.88 acre George Schmid and Sons Construction Property, located at 1407 – 32nd Street for a park. Sitting on the East bank of the Washougal River, the George Schmid and Sons Construction Company used the site since approximately the mid-1950's. Currently, the property sits vacant of buildings or structures that once supported Washougal's pioneer and landmark Construction Company. The leveling of these buildings in 2010 scraped the land clean of evidence of its former use and revealed its topographical character and suitability for a public park.

With the City of Washougal's input, Clark County categorized the Washougal River as a Tier 1 Greenway project area and specifically recognized the Schmid Property as a potential conservation project in 2004. The Columbia Land Trust agreed that the Schmid Property is a valuable prospect for salmon habitat restoration and land conservation. The City of Washougal hired Moore Iacofano Goltsman, Inc (MIG) to craft the first Washougal Parks Comprehensive Plan in 2005/2006. MIG surveyed the entire city for public and private land assets. The MIG Design Group merged these assessments with the expressed desires of the public to generate recommendations for the Washougal Parks Department's future. The "Comprehensive Park & Facility Plan" shows MIG's proposed locations for future Community, Neighborhood, and Waterfront Parks in areas of recreational deficiencies. While it was still an active construction business, MIG affirmed the attractiveness of the Schmid Property as a park prospect. The Group strategically placed a "future park" symbol (CP-3) directly over the Schmid Property on the Park & Facility Plan map. This designation in Washougal's guiding document validated the use of Park Impact Fees for acquisition and development of this land. In 2007, Clark County contacted the Schmid family about a possible acquisition; however, the discussion did not progress.

In 2008, the Schmid family drafted plans and applied to develop the upper 5 acres into residential use and part of the lower area for storm water management. Although already under review with the Community Development Department, the Family suspended development plans and inquired on how to preserve this land as a legacy park. Negotiations opened again in 2012, and each party ordered appraisals to begin the conversation on land value. After reviewing the Family's appraisal (by David Goggin of Mulligan & Associates Appraisal Company) for approximately \$650,000 and the City's appraisal (by Matt Call of Appraisal & Consulting Group LLC) for \$545,000, the two parties agreed upon a sale price of \$599,000. It is expected closing will occur on this transaction before June 2014.

The City of Washougal dedicated \$650,000 in Park Impact Fees toward acquisition and development of this property into a Community Park. The City of Washougal requests \$299,500 in assistance from Clark County Conservation Futures to acquire the land, and hope to leverage that transaction to develop the property with a grant from the Recreation and Conservation Office. The City is hopeful for development in 2015 or 2017.

Until fully developed, the Washougal Parks Department plans to maintain the Schmid Property with weekly or bi-monthly mowing, trimming, and invasive weed removal. The site will be kept free of hazards and parking will be kept to a minimum until an approved facility is constructed. After development, the new park will be maintained as one of the top three highest priorities managed by the Parks Department. Even if the Schmid Property is not immediately developed with park amenities, such a grand asset provides the public valuable Washougal River access in its natural state.

Attached Exhibits:

City of Washougal 2014 Final Budget for the Park Impact Fee Fund demonstrating dedication toward acquiring and developing the Schmid Property. It does not specifically state "Schmid Property" because the project was still confidential at the time of budget development.

Expenditure list (invoice and explanation)

Comprehensive Park & Facility Plan

Schmid Property Acquisition Site Aerial with approximate site dimensions

Schmid Property Map with One Mile Radius identified.

Quarter Section Maps (2 pages)

Site Photographs (2 pages)

Development Plan

Conceptual Design

Maintenance Plan

Appraisal & Consulting Group, LLC

INVOICE

Remit to:
1516 NE 37th Ave, Suite 210
Portland, OR 97232
Fax 503.281.6065

JOB NO. A130315
DATE: DECEMBER 13, 2013

TO:
Suzanne Grover
Parks, Cemetery, Facilities Manager
City of Washougal
1701 C Street
Washougal, WA 98671

FOR:
Appraisal Services
Contract #13000077 (P.O. #)

DESCRIPTION	RATE	AMOUNT
SELF-CONTAINED APPRAISAL REPORT Schmid WR & AGB Property 26.72 Acres of Residentially Zoned Land West & East of 32nd Street Washougal, WA 98671 <i>105.04.594.576.50103</i>		\$2,000.00
	TOTAL	\$2,000.00

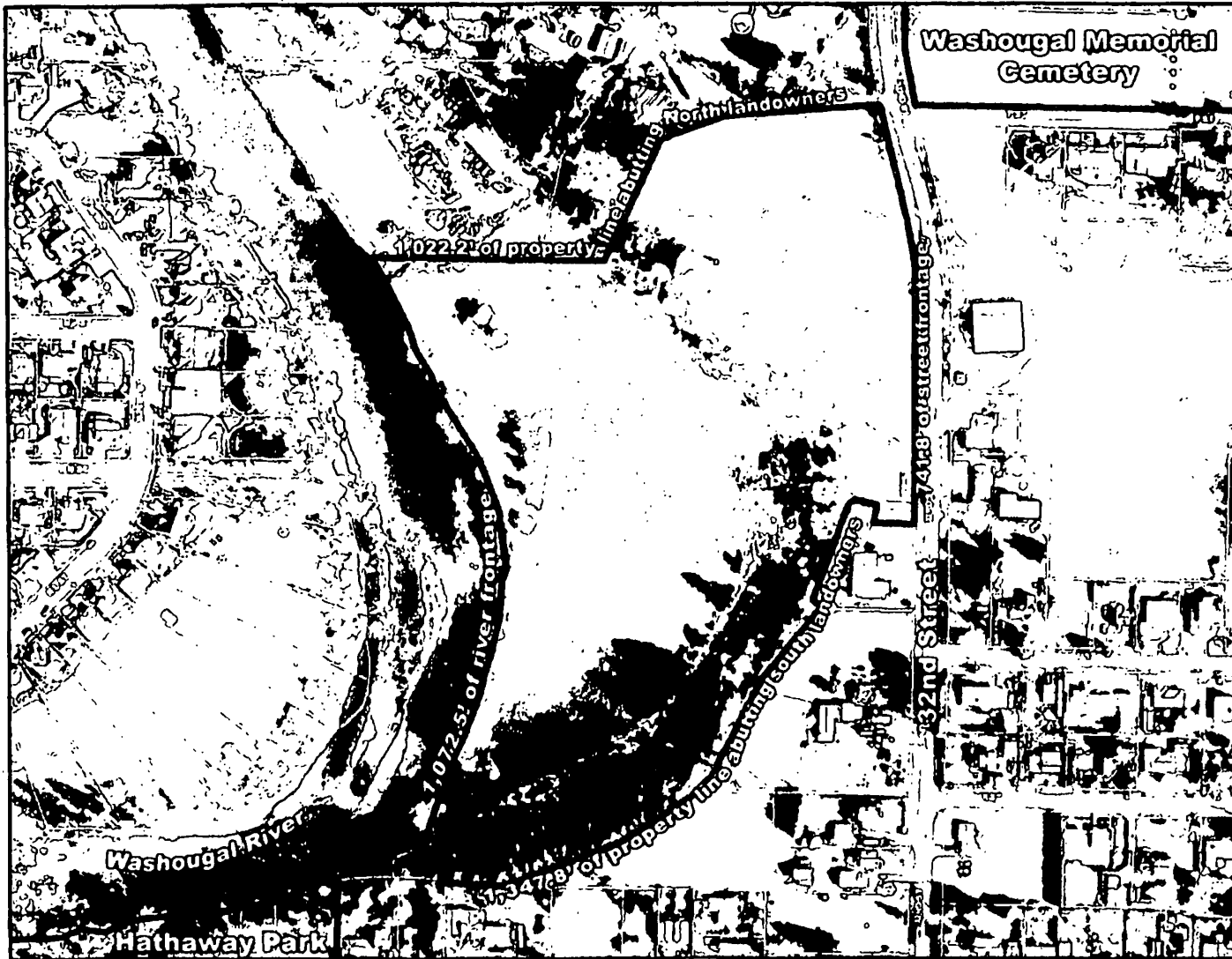
At this time, the appraisal is the only tangible expense related to the Schmid Acquisition Project. In addition to this, three Washougal staff members have attended approximately three - one hour meetings with the Schmid Family and the Columbia Land Trust. One staff member spent approximately 16 hours researching, collecting data, and crafting language for this application.

Tax ID No. 45-4788373

Make all checks payable to Appraisal & Consulting Group, LLC
Total due in 30 days. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!

Schmid Property Acquisition



Legend

- Parcels**
- Roads**
 - Alley
 - Arterial
 - DNR
 - DNR (Private Land)
 - Driveway
 - Interstate
 - Interstate Ramp
 - Primary Arterial
 - Private Roads
 - Private Roads w/o Names
 - Public Roads
 - SR Ramp
 - State Route
- Waterbodies
- Rural Centers
- City Boundaries
- Urban Growth Boundaries
- County Boundary

Measurements are approximate, based on Clark County GIS Tools

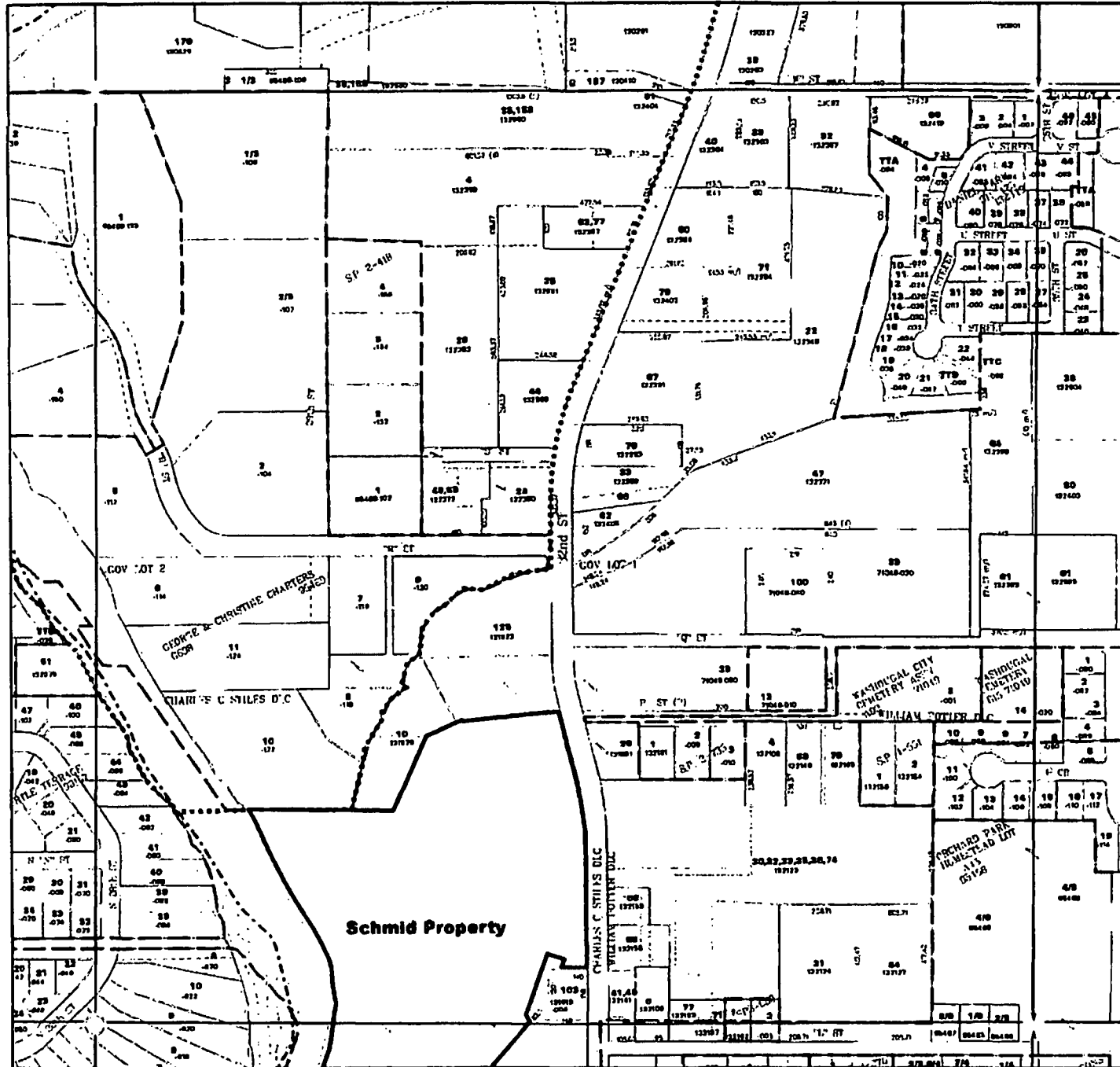
0 350 700 1050 ft.

Map center: 1169568, 97638



Scale: 1:3,559

This map was generated by Clark County's "Maps Online" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



Printed January 31, 2014
 Scale = 1" = 400'
 1" = 400'

This information does not constitute a warranty of any kind, and the user assumes all responsibility for any inaccuracies that may be present.

Clark County
 Geographic Information System

NE Qtr of Section 08 T1N R4E WM



Looking south from near the northeast corner of the west site



Looking north across the west site from south portion of site



River view from west site near the north property line



Looking east from west portion of buildable portion of west site



Looking south at lower floodplain area on west site



Looking north from south end of west site floodplain area

Development Plan

While there are no development plans at this time, the City of Washougal Park Board has discussed design ideas for this new park. Those ideas will be formalized over the next year as the master plan balances public input with the requests of the Schmid Family members. Besides the park staples of trails, benches, parking lot, restrooms, tree and shrub plantings in the upland portion of the park, a pavilion is essential for larger events such as private parties, concert type events, or public meetings. The pavilion should be designed and scaled for the character of the landscape. This should be the main feature, situated with the river and the flood plane as the backdrop.

Two or three small family sized picnic opportunities may be scattered throughout the park, each situated to capture either a unique microenvironment or the river view. Covering these features extends their use throughout the seasons.

Washougal has experienced very good feedback from the citizens on themed play equipment, such as the barnyard theme at Hartwood Park. Washougal hopes to continue to provide unique play opportunities that differ from the typical fabricated play elements seen ubiquitously. Whether it is a Native American or a construction company themed playground, designers will ensure that it fits perfectly with the other park features and character.

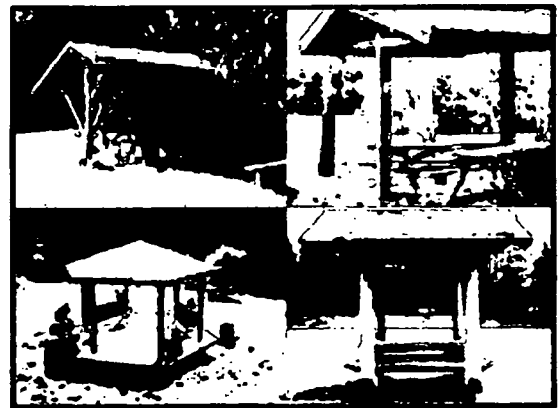
Over the years, citizens provided input on desired park features. Bicycle pump tracks are very popular with all ages and provide a physical challenge that improves balance, coordination, and strength.

Spray parks or single spraying features were highly requested by citizens in both the 2005 and 2010 public surveys.

Pickleball is also becoming a very popular sport in Washougal. Although we are refashioning our double tennis courts into six pickleball courts, the increasing numbers of players may soon overwhelm the available courts. The pickleball group also plans to coordinate tournaments in Washougal, which would benefit from an eight court facility designed specifically for such events.

Disc golf has been requested in many public meetings. Washougal could provide a 9 hole course at this location; however, the level of the site's complexity may not be intricate enough for this activity. More research is needed.

The City of Washougal was approached by a family interested in donating one or more 30' tall hand carved totem poles for this park. The Park Board remains excited about the possibility of complimenting the pole display with an educational piece for Native American culture. Discussions are still in the works with the donors.



Maintenance Plan

Until the City of Washougal completes construction of the new Schmid property park, the Washougal Parks Department will conduct necessary maintenance to keep the site trimmed and free of hazards. The Schmid property is topographically divided into two separate areas, requiring a different maintenance frequency for each area. This site resembles our management techniques for other Clark Conservation Futures properties managed by the City of Washougal: Hartwood Park and Eldridge Parks. At these two parks, there are higher use and higher visibility areas that receive frequent maintenance. There are also lower use, "wild", and natural areas where maintenance is much less frequent. This lower frequency maintenance tends to keep folks on the trails and allows wildlife a safe buffer from visitors. The Schmid property is an attractive feeding and bedding site for deer and the City of Washougal will encourage visitors to honor their presence. The City will have to carefully monitor visitor impact, such as garbage, vandalism, and dogs-at-large on a regular basis to keep the site safe and free of hazards.

- 1) The lower flood plane area is the easiest and least time consuming to manage. We will adopt our "natural" park maintenance strategy, where the main body of the park is mowed once each summer or as needed for blackberry management and fire prevention (before July 4). Mowers will navigate native plantings, soggy soils, and retain patches of unmowed grass for wildlife where possible. Considering that the public will likely be granted immediate access to the property upon purchase, we'll maintain a mowed grass path to the river on the same schedule as the upland portion of the park.

Clark County Vegetation Management identified that this site is currently tainted with Garlic Mustard. The City of Washougal has engaged in a very proactive assault on Garlic Mustard stands in Hathaway Park, located just downstream from the Schmid property. This abatement effort will be taken up by Washougal Parks staff each year in March, as usual.

- 2) The upland portion of the park will receive weekly or bi-monthly mowing, depending upon the season. The City of Washougal has access to the very economical Larch Corrections Crew. This work crew is able to abate vegetation and conduct a wide variety of tasks. This upland area will attract the most visitors who have been curious about the site. The City of Washougal will manage traffic barriers to keep automobiles restricted.



EXHIBIT B

**DEED OF RIGHT
For Public Use of Land
Acquired Under the Clark County
Conservation Futures Program**

*[NOTE: There are specific page setup requirements for the Deed of Right.
Verify layout with Project Manager]*

The project sponsor, City of Washougal, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 3.24 of the Clark County Code, and in fulfillment of terms contained in the Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described in Exhibit A, attached hereto and incorporated herein, forever for those purposes described in RCW 84.34, and the Agreement signed by the project sponsor on the 4th day of November, 2014, and by Clark County on the 4th day of November, 2014, and which is entitled: Interlocal Agreement for Conservation Futures Funding. A copy of such Agreement is attached hereto as "Exhibit B" and its terms are incorporated herein.

The project sponsor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the project sponsor's grant application at the time of funding approval, unless the Board of County Commissioners consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the project sponsor can assure it will acquire substitute properties which are of equal or greater fair market value at the time of conversion, which, to the extent feasible, are equivalent in qualities, characteristics and location, and which also meet the goals and objectives of the Conservation Futures Program. Such consent shall only be valid by written agreement of the parties, recorded in the land records of Clark County.

All parties to this deed, and all successors, heirs, and assigns, shall be subject to the requirements of RCW Chapter 84.34, as may be amended, to the extent such amendment is applicable under the law.

This deed shall in no way modify or extinguish the functions of the project sponsor under the terms and conditions set forth in the aforementioned Agreement.

ATTACHMENT B

EXECUTED PURCHASE AND SALE AGREEMENT BETWEEN

CITY OF WASHOUGAL AND SCHMID FAMILY LIMITED PARTNERSHIP

**SECTION 4.
CONTINGENCIES OF SALE**

A. Buyer's obligation to purchase the Property in accordance with this Agreement shall be conditioned upon Buyer's approval, in Buyer's sole discretion, of the results of the following:

- (1) Buyer's inspection of the Property pursuant to Section 7. below;
- (2) Buyer's review of the Seller's Documents pursuant to Section 5. below;
- (3) Buyer's review and approval of the title report pursuant to Section 6. below; and
- (4) Buyer's approval of the following documents related to the historic environmental condition of the Property.

(i) the "No Further Action Letter" issued by the Washington State Department of Ecology evidencing the Seller's completion of a remedial action of the Property done in compliance with the Washington Model Toxics Control Act under the supervision of the Washington Department of Ecology ("Ecology"); and

(ii) any restrictive covenant(s) recorded against the Property that address any conditions in the No Further Action letter from Ecology. Such approval shall not be unreasonably withheld provided that the letter indicates that the remedial action implemented prior to purchase on the Property to address the presence of hazardous substances in the soil, groundwater, or soil vapor is protective of the human health and the environment and that any conditions requiring future action related to the No Further Action Letter are resolved between the Seller and Buyer prior to closing.

(5) Boundary line adjustment on the south end of the Property where a drain field of Kevin Schmid is located. Seller shall be responsible for the boundary line adjustment subject to the approval of the Buyer.

(6) Buyer's receipt of a grant from Clark County funding a portion of the Purchase Price as noted in Section 2.

B. Seller agrees to cooperate with Buyer and its agents, at no cost to Seller, with the inspection of the Property and with Buyer's application for any government approvals including any requests for a zone change prior to closing; and Buyer agrees to apply for the necessary zone change from residential use to open space for the Property. It is contemplated by the parties herein that the intended use of the property be for a City and/or regional park, and which shall be held by the City for that purpose.

Buyer may, at Buyer's sole cost and expense, acquire a Buyer's policy of title insurance with extended coverage.

SECTION 7. INSPECTION, CONDITION AND RELEASE

Seller shall permit Buyer and its agents, at Buyer's sole expense and risk to enter the Property, at reasonable times after reasonable notice to Seller to conduct inspections, tests and surveys concerning hazardous materials, substances, pest infestation, soil and geological assessments, wetlands inventory and analysis, matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property including, but not limited to, an ASTM Phase I Environmental Report. Following any physical testing performed in the course of Buyer's inspection; Buyer shall promptly restore the Property to its original condition. Buyer shall indemnify, hold harmless and defend Seller from all liens, costs and expenses, including reasonable attorney's fees and expert's fees and damage to person or property arising from or relating to Buyer's and/or its agents, employees, assigns or anyone acting on behalf of the Buyer, entry on and inspection of the Property.

Buyer shall accept the Property "AS IS WHERE IS" and release and waive claims against the Seller, its general partners, its limited partners, its insurers, George Schmid & Sons, Inc, its officer, its directors, its shareholders and its insurers from any claim, demand or damage ("Claims") arising from or related to the hazardous substances on, in, under, or emanating from the Property (including the groundwater, soil, and soil vapor) and which the presence of such hazardous substance on the Property (without regard to the concentration or location) is expressly disclosed in the Environmental Information.

This acceptance, release, and waiver applies only to the Claims arising from or related to the hazardous substances expressly disclosed in the Environmental Information. This acceptance, release and waiver does not apply to Claims arising from or related to hazardous substances (whether known or unknown and without regard to the concentration or location) which are not disclosed in the Environmental Information.

This acceptance, release, and waiver shall be a covenant running with the land and binding on the successors and assigns of the Buyer. The deed transferring title from Seller to Buyer shall reference this acceptance, release, and waiver as a covenant running with the land and therefore binding on the successors and assigns of the Buyer.

SECTION 8. DEFAULT REMEDIES

If the Contingencies of Sale to close this transaction have been satisfied or waived by the Buyer and the Buyer nevertheless fails, through no fault of the Seller, to close the purchase of the Property, Seller's sole remedy is to retain the Earnest Money as provided in

responsibility of the Seller; provided however, that Buyer pursues the current use transfer of the property from residential to open space, as contemplated herein.

SECTION 11. POSSESSION

Buyer shall be entitled to exclusive possession of the Property upon the recording of the statutory warranty deed as provided in Section 9.

SECTION 12. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer, with the understanding that the Buyer is relying upon the accuracy of such representations and warranties as of the Effective Date and as of Closing, as follows:

(1) Seller has the full right, power and authority to sell and convey the Property to Buyer and to perform all of its obligations as provided in this Agreement without the joinder and consent of any other party and the party or parties executing this Agreement on behalf of the Seller has or have been duly authorized and empowered to bind the Seller to this Agreement and the Agreement, once executed, shall constitute a valid, binding and enforceable obligation on Seller.

(2) Seller is not a "foreign person" within the meaning of the Internal Revenue Code.

(3) Other than the Seller and the rights of the Buyer under this Agreement, no person, firm or entity has any right, title, interest or estate in any of the Property or has any right or option to acquire fee title to the Property or any party thereof.

(4) There are no taking, condemnation, zoning, betterment or assessment actions, suits, arbitrations, claims, attachments or proceedings, assignment for the benefit of creditors, insolvency, bankruptcy, reorganization or any other litigation or proceedings, actual or pending, or to the Seller's actual knowledge, imposed or threatened, against Seller which would materially and adversely affect the use, value or operation of the Property or the intended use which would in any way constitute a lien, claim or obligation of any kind against the Property or affect Seller's ability to perform its obligation under this Agreement.

(5) No portion of the Property or its available use is subject to any actual or pending, or to Seller's actual knowledge without investigation, proposed or threatened zoning, litigation or other administratively, legal or judicial proceeding.

(6) There are no taxes, assessments or levies of any type that have been or are anticipated to be imposed upon or collected from the Property arising out of or in

**SECTION 13.
NOTICES**

All notices and other communication under this Agreement must be in writing and must be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, or delivered by overnight delivery service (with confirmation) to the parties, to the addresses or facsimile numbers set forth in the signature blocks below (or such other address or facsimile number as the party may designate by like notice to the other parties). Any notice or other communication shall be deemed to have been given (a) on the date of personal delivery, (b) at the expiration of the second day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

The address for notices to Seller and Buyer are as follows:

Seller: Schmid Family Partnership I
 c/o Carolyn A. Simms
 P.O. Box 169
 Washougal, WA 98671

Buyer: City of Washougal
 1701 C Street
 Washougal, WA 98671
 Attn: Trevor Evers

**SECTION 14.
ASSIGNMENT**

Neither party may assign this Agreement or their respective rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**SECTION 15.
ENCROACHMENT AND EASEMENT**

Seller represents that there is an encroachment on the south end of the Property. Seller agrees, represents and warrants to the Buyer that the issue of this encroachment will be resolved prior to Closing to the satisfaction of the Buyer.

In addition, there are two separate private water lines on the Property, one on the northwest portion of the property serving an adjacent property and likewise, a second private

subject matter.

E. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue shall be in Clark County, Washington.

F. Any modifications, changes, additions or deletions to this Agreement shall be first approved by and between Seller and Buyer, in writing. In the event any provision hereof is unenforceable as written, the parties desire that such provision shall be enforced to the fullest extent allowed by law and the balance of this Agreement shall remain fully enforceable.

G. All representations, warranties, covenants and promises contained in this Agreement shall survive Closing and the conveyance of the Property to the Buyer.

H. Each party agrees to execute and deliver such other documents and to do and perform such other acts and things, as any other party may reasonably request, in order to carry out the intent and accomplish the purposes of this Agreement.

I. The parties agree that the signatures to this Agreement transmitted by facsimile shall have the same force and effect as original signatures. At the request of either party, the party delivering this Agreement by facsimile shall confirm facsimile transmission by signing and delivering a duplicate original document.

J. If any suit or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise the respect to the subject matter of this Agreement, the party prevailing on an issue shall be entitled to recover with respect to such issue, in addition to costs, reasonably attorney's fees incurred in the preparation or in the prosecution or defense of such suit or action as determined by an arbitrator, trial court of if any appeal is taken from such decision, reasonable attorney's fees as determined on appeal.

K. If the Seller intends for this transaction to be part of a Section 1031 Exchange, the Buyer agrees to cooperate in the completion of the exchange and execute any documents relating thereto including those of an intermediary, with all cost to the Buyer.

L. Seller shall hold the naming rights to the Property at the time of development into a Park or it becomes part of the Washougal and/or Clark County park system, subject to the final approval by the City of Washougal which approval shall not be unreasonably withheld. Buyer agrees to keep Seller reasonably informed of the status of any proposed Park and the plans for development into a Park.

M. If requested by Seller, Buyer shall execute and return to Seller an IRS Form 8283 acknowledging a donation by Seller to Buyer for the difference, if any, between the Purchase Price and the fair market value of the Property, based on an appraisal, at the cost of the Seller, of the Property as of Closing.

EXHIBIT "A"

14588LD2rev

7-20-09

mjf

West line of said Schmid Family Limited Partnership I parcel; thence North 01°27'41" East along said west line a distance of 1002.84 feet to the Northwest corner thereof, also being a point on the South line of that tract of land conveyed to George W. Charters and Christine Charters by gift quit claim deed recorded under Auditor's File No. G 494545, records of said county; thence South 89°23'57" East along said South line and the South line of that tract land conveyed to Emma M. Schmid by quit claim deed recorded under Auditor's File No. 3781370, records of said county, a distance of 350.01 feet to the Southeast corner of said Emma M. Schmid tract; thence North 24°04'45" East along the east line of said Schmid tract a distance of 238.81 feet to an angle point therein; thence North 72°16'37" East along the south line of said Schmid parcel and the south line of that tract of land conveyed to Mary F. Hargrave and Alan F. Hargrave, recorded under Auditor's File No. 3848057, records of said county, a distance of 117.01 feet to an angle point therein; thence North 86°45'23" East along said south line a distance of 255.32 feet to the westerly right of way line of 32nd Street and being a point on an arc of a 984.88 foot radius non-tangent curve; thence along said westerly right of way line the following courses:

from a tangent bearing of South 08°03'26" East, along said curve to the left, through a central angle of 06°47'54", an arc distance of 116.88 feet; thence South 14°51'19" East a distance 98.70 feet to the point of curvature of a 925.30 foot radius curve; thence along said curve to the right through a central angle of 16°01'00", an arc distance of 258.66 feet; thence South 01°09'41" West a distance of 267.47 feet to the North line of Auditor's File No. 9801270217;

thence leaving said westerly right of way line North 88°18'19" West along said North line distance of 73.11 feet; thence North 11°55'10" East a distance of 34.29 feet; thence North 76°33'08" West a distance of 40.42 feet; thence South 68°41'30" West a distance of 9.40 feet; thence South 20°18'09" West a distance of 185.30 feet; thence South 51°38'19" East a distance of 20.65 feet to the Point of Beginning.

EXCEPT that portion lying within the lines of ordinary high water of the Washougal River.

Containing 17.88 acres, more or less.

Subject to easements and restrictions of record.



Trusty, Bobbi

From: David Scott <David.Scott@cityofwashougal.us>
Sent: Wednesday, September 16, 2015 3:27 PM
To: Lee, Patrick
Cc: Trevor Evers; Rob Charles
Subject: Request for Extension - Schmid Property Acquisition

Pat,

Please accept this email as our formal request for a six-month extension to our ILA re: the Schmid Property Acquisition, which expires on 11/4/15.

As you know, we executed a purchase and sale agreement with the Schmid family, which contained a number of contingencies regarding the clean-up and certification of the site re: some minor contamination resulting from the prior use of the property. All parties have been working diligently toward the clean-up and certification, and the seller's consultant (MFA) is in the final stages of finalizing the terms for on-going monitoring with the Department of Ecology, which will then start the process for Ecology to issue a "No Further Action" letter, and our final negotiations re: the escrow to address the monitoring. This NFA is one of the contingencies to the sale. All parties are confident that the NFA will ultimately be issued and that we will finalize the on-going monitoring terms and escrow provisions for the successful closing of the transaction. However, the Ecology timeline is uncertain at this time. Although we were very hopeful we would be closed and working with you on reimbursement by now, we find it necessary to request this extension. All parties continue to be bullish for this project, which will be a great addition to the over-all portfolio of conservation in the community. We greatly appreciate the partnership of the County through this program, and your flexibility and understanding as we work toward successful completion of this transaction and securing this property for the community.

Thank you for your assistance. Please let me know if you need any further info, or a more formal letter for this extension request.

Thanks!

Dave

David Scott | City Administrator | City of Washougal
City Hall | 1701 C Street | Washougal, WA 98671 | 360.835.8501 Ext.102 | FAX 360.835.8808

This e-mail and related attachments and any response may be subject to public disclosure under state law.

**Amendment #1 to the Interlocal Agreement between Clark County and the City of Washougal
Regarding County Conservation Futures Funding assistance to the City
To acquire the Schmid Property along the Washougal River adjacent to 32nd Street**

Paragraphs one and two of Section 08, Acquisition Period, of the interlocal agreement between Clark County and the City of Washougal, executed on November 4, 2014, through final staff report SR 243-14, are hereby amended as shown below:

08. ACQUISITION PERIOD

The project sponsor shall have eighteen (18) months from execution of this interlocal agreement by the Board of County Councilors to complete the acquisition project, as described in the project sponsor's attached Project Application.

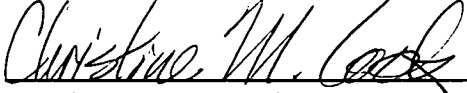
The Acting County Manager may extend the acquisition period for an additional six (6) months at his discretion. To secure the further extension, the project sponsor shall send written notice to the Conservation Futures Program Manager at least thirty (30) days prior to the end of the acquisition period. The notice shall state the need for an extension and explain the reasons for the request. The program manager shall notify the project sponsor of the Acting Manager's decision within thirty days of receipt of the request, or as soon thereafter as is practicable.

All other provisions of the agreement remain in effect.

This amendment is executed the 3rd day of November, 2015

APPROVED AS TO FORM ONLY

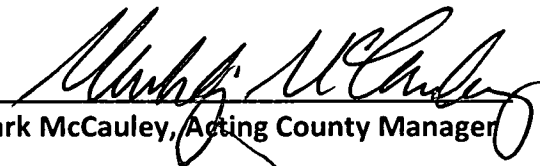
ANTHONY F. GOLIK, PROSECUTING ATTORNEY



By: Christine M. Cook

Senior Deputy Civil Prosecutor

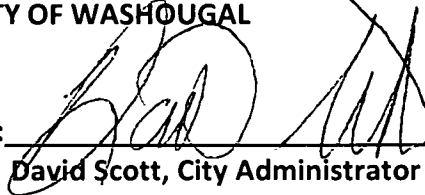
CLARK COUNTY

By: 

Mark McCauley, Acting County Manager

Date: 11/3/15

CITY OF WASHOUGAL

By: 

David Scott, City Administrator

Date: 10/9/15

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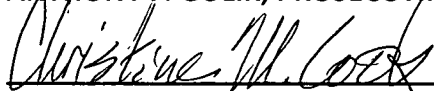
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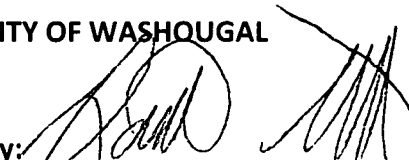
By: Christine M. Cook
Senior Deputy Civil Prosecutor

CLARK COUNTY

By: 
Mark McCauley, Acting County Manager

Date: 11/3/15

CITY OF WASHOUGAL

By: 
David Scott, City Administrator

Date: 10/9/15