

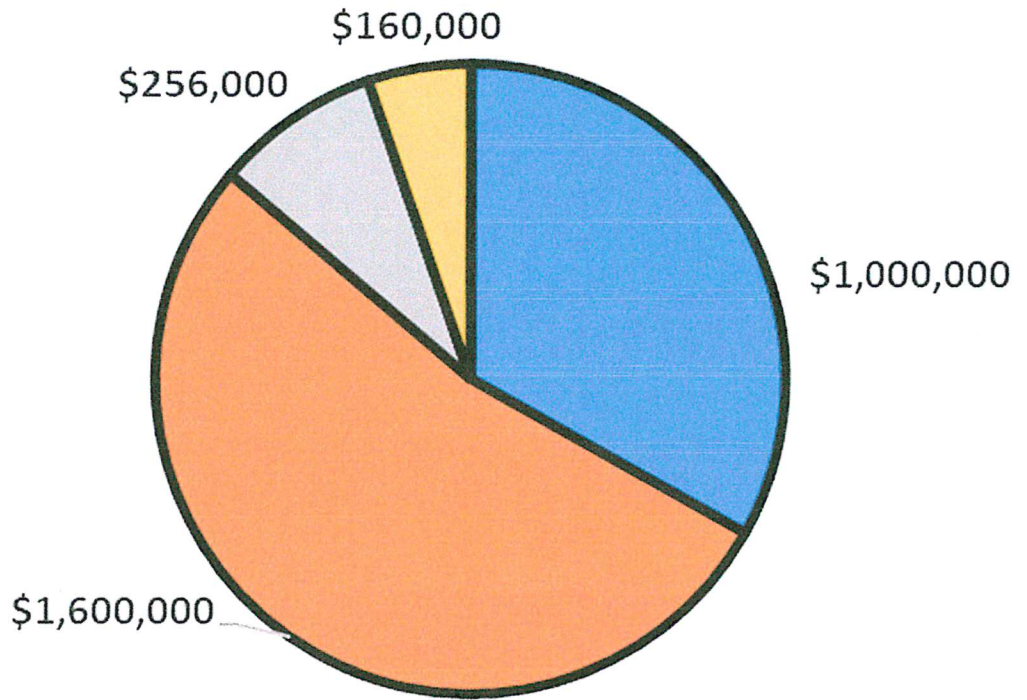






DISCUSSION ITEM SUBJECT	K-3 CAPITAL PROJECT FUNDS
PRESENTER	mHc
PREVIOUS BOARD DISCUSSION	<input checked="" type="checkbox"/> The Board and K-3 Staff have conducted endless discussions, evaluations, re-evaluations and re-assessment of the 2018 K-3 Capital Projects funds. <input checked="" type="checkbox"/> While from an outside point of view, the \$3.2 million IS a great deal of money, the Board has been consistently aware and leery at other ancillary costs that may and will occur during the course of expending improvement dollars.
FOLLOW-UP STAFF INFORMATION	<ul style="list-style-type: none">  mHc has developed a brief visual table/chart of potential K-3 C/P fund expenditures  Chief Long and mHc will assist in a brief discussion and explanation of those major items shown on the chart provided
<i>Additional Documents – Attachments</i>	1. K-3 Capital Project fund tables
BUDGET IMPACT	N/A

K-3 Capital Projects Funds



	Construction projects
	Equipment purchases
	Professional fees
	Sales tax

-Project Manager-

DISCUSSION ITEM SUBJECT	DRAFT K-3 FACILITY EVALUATION REPORT
PRESENTER	mHc
PREVIOUS BOARD DISCUSSION	<p data-bbox="769 359 1427 800"> <input type="checkbox"/> As the Capital Project(s) began to unfold, it became clear from a 'delivery' point-of-view, that K-3 would most probably not be making extensive facility additions to the existing building (Station #31) which would require measurable amounts of "design work" – but rather the focus of physical enhancements to the K-3 facilities would be primarily upgrades and improvements to the existing 'bones". Thus, the need for full architectural services was deemed not entirely necessary. </p> <p data-bbox="769 835 1427 1234"> <input type="checkbox"/> At a critical point in the discussion, the Board approved the recommendation of the Project Manager and Fire Chief to pursue the effort of drawing together an "engineering team" of various disciplines that would be able to collectively provide their professional services to design, specify, bid, inspect and complete necessary improvements that would fully engage K-3 in meeting their Capital and Delivery Service Goals. </p> <p data-bbox="721 1270 1427 1381"> The following steps have hence gone forward after executing a contract and developing a relationship with Klein and Associates: </p> <ul data-bbox="737 1381 1427 1927" style="list-style-type: none"> <li data-bbox="737 1381 1427 1745"> <input checked="" type="checkbox"/> Negotiating a skeleton "contract" which outlines the basic elements of the working agreement between K-3 and Klein Associates. As such, it was agreed that the project would be done in two definitive phases. Phase I – which is deemed the "DISCOVERY" Phase would be executed with a TIME AND MATERIAL billing schedule. Phase II would be considered on a design fee basis <li data-bbox="737 1745 1427 1927"> <input checked="" type="checkbox"/> Multiple coordinating meeting with Klein and the Project manager to develop and scope a game plan in order to execute a multiple-phase program to develop a facility improvement plan

	<ul style="list-style-type: none"> ☒ Scheduling a “field day” for the Klein Team to join with K-3 staff in presenting the overall journey, process and desired outcome of the K-3 Capital Projects effort
<p style="text-align: center;">FOLLOW-UP STAFF INFORMATION</p>	<ul style="list-style-type: none"> ☐ On September 11th, the Klein and K-3 Team met at Station #31 and began a [nearly] all day effort to investigate, map and analyze – to the fullest extend- - all aspects of both Station #31 and Station #32 building, utilities, power, bones and site. ☐ Throughout the following weeks, Mr. Dellis (Klein) and mHc massaged the information and materials that began flowing in from the Electrical Engineer; Mechanical Engineer; Structural Engineer and the Civil Engineer to catalogue the “current conditions” of the K-3 facilities as a BASELINE to developing improvement options. ☐ As of last week, the DRAFT reports had been completed and compiled as well as a large cadre of accurate drawings of existing conditions, utilities and site features. There is a total of ten (10) documents that have been submitted and provide in-depth material for the Board to ponder AND for which the Engineer Team will use as it considers BASELINE improvements necessary to any other enhancements or updates to the buildings. ☐ As the final drafts of the reports were compiled, <i>Klein also developed –from the respective engineer’s reports – a table of recommended ADDITIONAL facility evaluations they feel are necessary in completing a thorough, in depth BASELINE for any additions or improvements.</i> ☐ <i>Please note that all recommendations noted with ** are currently being facilitated or already completed by mHc</i>
<p style="text-align: center;">Additional Documents – Attachments</p>	<ol style="list-style-type: none"> 1. The Klein DRAFT FACILITY Report and subsequent ‘as built drawings’ are far too large of a package to print or send electronically. The packets will be handed out during the Capital Project reports. 2. List of ‘additional recommended evaluations by Klein Engineers

BUDGET IMPACT	ROUGHLY A POTENTIAL OF \$20,000 ADDITIONAL PROFESSIONAL SERVICES FEES
STAFF RECOMMENDATION	<ul style="list-style-type: none"><li data-bbox="776 233 1443 415">☐ K-3 Staff reminds the Board, Volunteers, and Citizens that EXISTING FACILITY PROJECTS potentially have 'clear and present danger' lurking behind nearly 60 year-old walls and dirt !!<li data-bbox="776 422 1443 709">☐ Unlike the design and construction of a NEW FACILITY [where all of the surprises end with the first nail being pounded] existing facilities have great potential for hidden defects or dangerous conditions which must be addressed for the safety of all present and future personnel and citizens<li data-bbox="776 716 1443 1073">☐ As a part of the earlier discussions with the Board and K-3 Staff, the Board reinforced that one of their primary goals was to ensure that the 20-year bond proceeds (funds) would be fruit, useful and effective <u>beyond the life of the public debt</u>. Having said that, the Board must consider the level of risk it desires to assume or mitigate during these early stages

**RECOMMENDATIONS FOR FURTHER STUDIES AND SURVEYS
TO COMPLETE DISCOVERY PHASE**

- 1. Survey (Stations 31 & 32) as per Civil Engineer's recommendations.**
 - a. Collect necessary data of existing site conditions and utilities for design of stormwater detention, utilities upgrades, accessibility upgrades, additions, etc.
 - b. Possible providers:
 - i. Klein & Associates, Hood River
 - ii. *Rough cost estimate (not verified): \$4000*
- 2. Septic system inspection (Stations 31 & 32) as per Civil Engineer's recommendations. ****
 - a. Determine system location, integrity and ability to serve building.
 - b. Possible providers:
 - i. Quotes being obtained by Bob Merritt, KA provided scoping and potential providers.
 - ii. *Rough cost estimate (not verified): \$2200*
- 3. Fire flow analysis at existing hydrants (Station 31) as per Civil Engineer's recommendations. ****
 - a. Verify available fire flow data (opening size, coefficient, pitot reading, gpm, total flow during test, static pressure reading, residual pressure reading, results to include gpm at 20psi residual, gpm at 0psi, and estimated consumption – show tested location on aerial map) at existing hydrants. Not only required if fire sprinklers are proposed, but establishes alternate limiting heights/areas for overall building per building code.
 - b. Possible providers:
 - i. Patriot Fire Protection, Vancouver, WA
 - ii. Chuck (541-948-0679), American Fire Sprinklers, Terrebone OR
 - iii. *Rough cost estimate (not verified): \$2500*
- 4. Slope stability analysis at area of sloughing (Station 32) as per Civil Engineer's recommendations.**
 - a. Determine if area of sloughing poses threat to existing building.
 - i. Luke Maddox, Klein & Associates, Hood River
 - ii. Carlson Geotechnical, Portland, OR
 - iii. Earth Engineers, Portland, OR
 - iv. *Rough cost estimate (not verified): \$7000*
 - b. Alternate: Have surveyors set vertical and horizontal monuments in area of sloughing at Civil Engineer's specified locations, return after several months (successive trips) to survey and determine if additional sloughing has occurred. If so, act accordingly.
 - i. Klein & Associates, Hood River
 - ii. *Rough cost estimate (not verified): \$400 [initial, does not include successive future surveying]*
- 5. Waste line scoping (Station 31) as per Mechanical Engineer's recommendations.**
 - a. Determine integrity of internal and external waste lines, for good practice as waste lines are likely original to building and in anticipation of more complete decon/wash-down facilities. Additionally to determine existing system routing to reasonable degree, in anticipation of necessary spot-upgrades.
 - b. Possible providers:
 - i. Alex, Roto Rooter, The Dalles
 - ii. *Rough cost estimate (not verified): \$1500*

6. **Water distribution system inspection (Station 31).**
 - a. To determine condition of existing system integrity. If zinc plating has disappeared and corrosion exists within pipes, flow may be restricted to a point that limits building plans.
 - b. Possible providers:
 - i. Still trying to understand what may be involved in this inspection to be able to recommend someone.
7. **HVAC system assessment (Station 31) as per Mechanical Engineer's recommendations.**
 - a. Determine estimated service life of HVAC systems and any repairs needed if systems are salvageable.
 - b. Possible providers:
 - i. Dan Reude (360-607-2815), Dan's Top Notch Heating and Cooling, Washougal, WA
 - ii. Andrew Hart (503-513-4795), A-Absolute Comfort, Oregon City
 - iii. *Rough cost estimate (not verified): \$1600*
8. **Electrical wiring condition assessment from branch panelboards to outlets (Station 31) as per Electrical Engineer's recommendations.**
 - a. Wiring is likely as old as the building and may be hazardous, better to know now if it must be replaced rather than during construction.
 - b. Possible providers:
 - i. Brian Zercher (541-993-0794), Northridge Electric, Hood River
 - ii. Coburn Electric, Hood River
 - iii. Hage Electric, The Dalles
 - iv. *Rough cost estimate (not verified): \$1200*
9. **Roofing system inspections (Stations 31 & 32) as per Architect's recommendations. ****
 - a. Determine estimated life span and any deficiencies that need repair.
 - b. Possible providers:
 - i. Brown Roofing (Travis), The Dalles
 - ii. *Rough cost estimate (not verified): \$1200*
10. **Door inspections (Stations 31 & 32) pending future design work. ****
 - a. Based on TBD building plans for both facilities, perform door inspections to verify existing hardware and door operation meet accessibility and egress requirements. Provide comprehensive recommendations for replacement of doors, door frames, door hardware, rebalancing of existing doors to remain, etc for incorporation into construction documents.
11. **Tier 1 Seismic Evaluation (Station 31) as per Structural Engineer's recommendations.**
 - a. Evaluate existing seismic force resisting system integrity and identify deficiencies referencing baseline building.
 - b. Existing building was built as a small school long before modern earthquake research led to more stringent structural engineering requirements for our region. As a fire station, the building code categorizes it as an "Essential Facility", meaning the building must remain operational up to and through a certain class of seismic event.
 - c. Possible providers:
 - i. Steve Hawk (Coffman Engineers)
 - ii. *Rough cost estimate (not verified): \$3500*
12. **Tier 2 Seismic Evaluation (Station 31), if required by ASCE 41-31 flow chart, as per Structural Engineer's recommendations.**
 - a. Further identify and analyze deficiencies made apparent by Tier 1 Seismic Evaluation. Completes analysis procedures to produce design solutions.
 - b. Possible providers:
 - i. Steve Hawk (Coffman Engineers)
 - ii. *Rough cost estimate (not verified): \$3500*

DISCUSSION ITEM SUBJECT	K-# DRAFT TIMELINE
PRESENTER	mHc
PREVIOUS BOARD DISCUSSION	<ul style="list-style-type: none"> ☒ Chief Long and mHc have provided brief overviews of timeline bullets and potential construction events during preliminary G.O. Bond discussions ☒ The Board has been patiently awaiting the “<i>hereafter</i>” that will occur after the DISCOVERY PHASE has been completed ☒ As the final pieces of Discovery are coming to pass, the Board and Staff will look at the recommendations of CURRENT FACILITY CONDITIONS from the Engineer Team as we move forward towards developing, designing, permitting and approving TWO (2) BASELINE CAPITAL PROJECTS
FOLLOW-UP STAFF INFORMATION	<ul style="list-style-type: none"> 📎 JEFF DELLIS, the Klein lead Architect/Engineer has provided the following attachment for the sake of discussion of construction elements
<i>Additional Documents – Attachments</i>	<ol style="list-style-type: none"> 1. K-3 Capital Project DRAFT Construction Timeline elements
BUDGET IMPACT	N/A

KCFD3 Alterations

Task Name	Duration	S
COMPLETE DISCOVERY PHASE	35d	+
Additional inspections received, analyzed and incorporated into baseline project (all extras identified)	35d	+
Determine and prioritize specific needs (E - replace falling Station 21 Apparatus Bay slab area) - equates to Owner's side baseline project items, organized into high-low priority classification	35d	+
PREP FOR CONCEPT PHASE	5d	+
Form Owner's committee to attend regular design meetings (minimum 21-weekly recommended)	5d	+
Architect/Consultant's internal meeting to clarify responsibilities	1d	+
CONCEPT PHASE	98d	+
Determine cost-effective methods to deal with unforeseen items (E - replace water distribution piping - those identified through additional inspections during completion of discovery phase)	10d	+
Develop R.O.M. cost estimates for above mentioned methods at systems level (E - concept design not in place yet, cost estimates to cover from primary to incorporate point within building to gauge severity)	5d	+
Begin AHU installation (ongoing)		+
Produce initial concept plans/scope outline (basic floor plans/alternates - requires synthesis with architect & engineers, plans to deal with above-mentioned unforeseen issues, etc)	15d	+
Present to Owner's committee, obtain Owner's approval	1d	0
Architect to review scope with building official (ongoing)		+
Establish all architected/engineering disciplines as needed to strictly scope (alternatives quality stays same, quantity may increase)	15d	0
Present to Owner's committee, obtain Owner's approval	1d	0
Determine permitting processes, obtain projected permitting and SDC fees associated with concept/scope outline	5d	0
Develop R.O.M. cost estimates for project	10d	0
Owner/Architect/Consultant meeting to review and adjust as needed	1d	0
Obtain Owner's approval for concept and scope outline	1d	0
BEGIN CONTRACT PHASE (1)	10d	0
Execute Owner/Consultant Agreement for professional services through construction	10d	0
SCHEMATIC DESIGN PHASE	22d	0
Boiled down to essence - Translate concept design/scope outline to schematic design drawings and draft specifications outlining scope of work and major systems (forms base of drawings/information going forward) - Regular Owner/Architect meetings needed	21d	0
Obtain Owner's approval	1d	0
DESIGN DEVELOPMENT PHASE	31d	0
Boiled down to essence - Develop design of all components, assemblies, systems - Produce Design Development drawings and specifications - Regular Owner/Architect meetings needed	30d	0
Obtain Owner's approval	1d	0
CONSTRUCTION DOCUMENTS PHASE	31d	0
Boiled down to essence - Finalize design drawings and specifications, prepare for necessary permits, translate code information into plans - Regular Owner/Architect meetings taper during this phase - View schedule is the design team knows what it needs to know, and the go button is pushed on drawing production	30d	0
Obtain Owner's approval	1d	0
PERMITTING PHASE	33d	0
Boiled down to essence - Assist Owner in submitting materials and applications for necessary permits, Respond to questions from jurisdiction during review process - No regular Owner/Architect meetings at this time	33d	0
BIDDING PHASE	15d	0
Boiled down to essence - Assist Owner in obtaining of bids from prospective contractors - Respond to contractor's requests for clarifications and product substitutions - Once contractor is selected and secured, assist Owner in determination and processing of any value-engineering items contractor proposes, incorporate changes into construction documents - Owner/Architect meetings should consist of any needed for bid package preparation - Not spending day, and value engineering meetings with contractor	15d	0
CONSTRUCTION PHASE	0	0
Boiled down to essence - Assist contractor by responding to requests for clarification, product substitutions, issue Architect's supplemental instructions, etc - Attend site meetings at intervals appropriate to the stage of construction, attend regular Owner/Architect/Contractor meetings as mutually agreed-upon intervals to review project and A/E, address upcoming/already present issues, and budget for any TBD items	0	0
Perform final site walk and produce final punchlist, Issue Certificate of Substantial Completion when appropriate	0	0
PROJECT CLOSEOUT	0	0

PROPERTY LINE NOTES

OLSON DRIVE

* Importance of accurate property lines

- Public property (owned by the taxpayers)
- Conditional Use Permit requirements (lot lines cleaned up)
- KCFD#3 Project goals
 - ♣ Safety
 - ♣ Security
 - ♣ Reduce liability
 - ♣ Install training amenities

* Primary concerns for accurate lines

- Conditional Use Permit
- Station #31 has no site security
- “Security/screening” More-than-likely required by CU/SEPA

* Options

- License
- Right-Of-Way agreement
- Easement

* KCFD#3 Policy – To Be Adopted Today

* Current progress

- First legal opinion
- DRAFT Easement agreement
- Need more property owner information
- “Where does the 10’ deed lay”?

DISCUSSION ITEM SUBJECT	OLSON ROAD (10/10/2019)
PRESENTER	mHc
PREVIOUS BOARD DISCUSSION	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> The Board has had a number of occasions to hear testimony regarding “findings” concerning property line issues at several locations on fire district property. All of these were discovered through the preliminary steps of obtaining a Klickitat County Conditional Use Permit. <input checked="" type="checkbox"/> As a part of earlier coordinating discussions with Klickitat County Planning, the Planners requested that the fire district contract for an updated survey with specific elements and to “clean up” a number of property line issues which evolved as a result of the survey. <input checked="" type="checkbox"/> After the initial survey, it was discovered several potential encroachments on fire district property. <input checked="" type="checkbox"/> Snure Law was contacted and a number of electronic exchanges were made to discuss the situation and potential mitigation. <input checked="" type="checkbox"/> Staff has reviewed the material forwarded by Mr. Snure and collectively agreed that the first step in addressing ANY property line issues on ANY fire district property would be to establish and adopt a general policy in regards to mitigation. Development and adoption of the policy would allow the Board to have necessary tools and instruments at their fingertips to mitigate any property line issues and to avoid the potential of subjective Board decisions. <input checked="" type="checkbox"/> Additionally, K-3 Staff has pursued all pertinent documents and title information in regards to the fire station and neighboring plats. <input checked="" type="checkbox"/> At the last Regular Board meeting, the Commissioners unanimously adopted the K-3 Encroachment Policy
FOLLOW-UP STAFF INFORMATION	<p>⇔ Staff has collected all of the material from various sources and forwarded it to Snure Law Offices for review and recommendations – specifically to the West property encroachments and survey results.</p>

	<p>⇒ After reviewing all of the material, Mr. Snure offers the following dissertation and recommendation:</p> <p>“As a follow up to our conversation, I note that the 1911 deed of a roadway was for a 10’ road. Olson Drive as used is apparently 20’ wide. Since the District purchased the property in 1998 and Olson Drive presumably existed long before that, any dispute over the location of the road in respect to the District’s boundaries would be subject to a claim that an adverse possession claim was perfected before the District owned the property. At a minimum, it would be an expensive and time-consuming court action to determine that.</p> <p>With that said, I think we now have enough information to proceed as we originally discussed, i.e. we should clarify the use and existence of Olson Drive with an <u>easement</u>.</p> <p>I have attached a draft reciprocal easement that would memorialize the four property owners rights to use Olson Drive and future use regarding maintenance of the Drive. Under this easement all four properties can use the easement for ingress and egress and all will share in the cost of maintaining the entire road.</p> <p>If that is not what you wanted let me know and we can modify.</p> <p>In order to finalize the draft, I need the following information.</p> <ol style="list-style-type: none"> 1. Width and location of Olson Rod defined in relation to the three properties the road crosses (this would need to come from the surveyor). 2. Confirmation that the property owners are unmarried or names of spouses if married. 3. Full, not abbreviated, legal descriptions of all four properties. <p>Let me know if you have questions, need modifications or want to discuss. You may want to provide the draft to your surveyor for completion of Items 1 and 3 above.</p>
<p><i>Additional Documents – Attachments</i></p>	<p>ATTACHMENT 1: K-3 Policy ATTACHMENT 2: “DRAFT” Olson Road Easement document</p>

STAFF RECOMMENDATION

- 1. Go over OLSON ROAD NOTES AS A REVIEW**
2. Distribute materials to Olson Road land owners
3. Open the floor for discussion
- 4. Request necessary information from property owners**
- 5. KCFD#3 still researching**
6. Ascertain the timeline in which Olson Road land owners wishes to review and discuss easement instrument
7. Establish timeline and deadline for information in order to finalize process
- 8. Board will attempt to have next meeting in the evening**

ATTACHMENT 1

Encroachment Policy

The District owns a number of parcels of real property. There may be various encroachments and boundary line issues affecting the District's real property. The purpose of this policy is to establish the District's general policy on how and when it will address encroachment issues.

Background:

As a municipal corporation, District owned real property is not subject to adverse possession during the time the District owns the property. *Com. Waterway Dist. No. 1 of King County v. Permanente Cement Co.*, 61 Wash.2d 509, 512 (1963). Accordingly, even if the District is aware of an encroachment and chooses to allow it to remain, the District will not, in the future, be jeopardizing the public's interest in the property. The District's primary interest is in preserving and maintain the value of its real property in a manner that allows use of the real property for the provision of fire protection and emergency medical services.

General Policy

The District's general policy regarding encroachments that do not substantially interfere with or prevent the use of the real property is to work cooperatively with the encroaching property owners to clarify and formalize the encroachments through the use of easements, lot line adjustments, etc. Only in situations where an existing encroachment has an existing or potential future negative impact on the public interest in the District's use of the property, will the District seek to remove encroachments.

Options for Addressing Boundary Line Issues and Encroachments.

License.

For encroachments that do not currently interfere with the District's use of its property but could affect future use, the District may grant an encroaching property owner a written license to continue using the portion of the District's property that the encroachment covers. A license does not grant the neighbor any rights in the District's property, is personal to the current property owner and terminates if the current property owner transfers his or her property. Licenses are revocable according to the terms of the license granted. For example, the District may grant a neighbor a license to continue using a shed that is partially located on the District's property but require the shed to be removed at a future date or when the property owner sells the property.

Easement.

For encroachments that do not currently interfere with the District's use of its property and that are unlikely to affect future use, the District may grant an encroaching property owner an easement over the affected portion of the District's property. Easements grant the neighbor limited property rights in a portion of the District's property. Easements may be exclusive to the neighbor but will generally be nonexclusive and used when the District also retains the right to use its property for purposes consistent with the encroachment. For example, the District may grant an ingress and egress easement over a roadway to a neighbor when both the District and the neighbor use the

roadway. Easements may be permanent or temporary depending on the nature of the encroachment and the District's expected future use of its property.

Lot Line Adjustments

For encroachments that do not currently interfere with the District's use of its property, and the District can determine that it has no possible future use of the encroachment area, the District may participate in a lot line adjustment. A lot line adjustment redraws the respective boundaries of the District property and the neighboring property to remove the encroachment area from the District's property and include the encroachment area in the neighbor's property. Lot line adjustments are permanent and essentially irrevocable.

Quiet Title Actions

For encroachments that interfere with the District's current or intended use of the property and the neighboring property owner disputes the District's ownership of the property, the District may file a quiet title action to obtain a court order clarifying the District's ownership of the property. A quiet title action may be combined with a claim of adverse possession or other legal basis that establishes ownership to the disputed portion of the property in the District's name.

Adverse Possession

Adverse possession is a legally recognized method of obtaining ownership over property based on the nonconsensual, actual and open use of the property for more than 10 years. While legal ownership is established after the ten year period of use has occurred, a quiet title action is often necessary to formally establish the ownership as a matter of record. The District has the legal right to acquire ownership of property by adverse possession, but adverse possession cannot be used against government owned property, accordingly property owned by the District is not subject to adverse possession while the District owns the property

ATTACHMENT 2

After Recording, return to:
Klickitat County Fire Protection
District No. 3
P.O. Box 151
Husum, WA 98623

RECIPROCAL EASEMENT AGREEMENT

GRANTOR: Klickitat County Fire Protection District No. 3, Castro, Jose, Gonzalez, Ernesto, Klaus, Robert

GRANTEE: Klickitat County Fire Protection District No. 3, Castro, Jose, Gonzalez, Ernesto, Klaus, Robert

LEGAL DESCRIPTION (Abbreviated): _____

Assessor's Tax Parcel ID:

Reference Nos. of Documents Released or Assigned: NA

This Agreement is made this _____ day of _____, 2015 between, KCLICKITAT COUNTY FIRE PROTECTION DISTRICT NO. 3 "District" JOSE CASTRO, a single person "Castro," ERNESTO GONZALEZ, a single person "Gonzalez" and Robert Klaus, a single person "Klaus."

RECITALS

1. District is the owner of real property legally described as follows:
2. Castro is the owner of real property legally described as follows:
3. Gonzalez is the owner of real property legally described as follows:
4. Klaus is the owner of real property legally described as follows:
5. The District, Castro and Gonzalez properties are adjacent with a common boundary on the West side of District Property and the East side of Castro and Gonzalez properties.
6. Klaus's property's is adjacent to the Gonzalez property with a common boundary on the North side of Klaus's property and the Southern side of the Gonzalez property.
7. The District, Castro, Gonzalez and Klaus have used an approximately ___ foot wide road to access their respective properties "Olson Drive" that is located partly on the Castro, Gonzalez and District properties.
8. The parties wish to formally establish an easement in order to define each party's rights, duties and obligations with respect to the access road.

AGREEMENT

In consideration of the mutual promises contained in this Agreement, District, Castro and Gonzalez hereby grants to each other and to Klaus the following Easement under the terms and conditions set forth in this Agreement.

1. **Reciprocal Easements For Ingress and Egress.** District, Castro and Gonzalez grant to each other and to Klaus a perpetual, exclusive ingress and egress easement over and across the approximately west ___ feet of the District property and the approximately East ___ feet of the Castro and Gonzalez properties beginning at Husum Street and continuing to the southern edge of the District and Gonzalez properties for the mutual benefit of each of the property owners identified herein. This reciprocal easement shall be a covenant running with the land and shall be binding on the heirs, successors, and assignees of all parties.
2. **Maintenance and Repair of Easement Area.** The parties shall share equally in the cost of all future maintenance, repair, improvements and replacement of the road surface in the Easement Area.
3. **Liability/Hold Harmless.** Each party and their successors and assigns shall, at all times, be solely responsible for the acts or the failure to act of the that party and their agents tenants, servants, visitors

and licensees that occur or arise in any way out of the use of the Easement granted herein and each party agrees to save and hold the other parties, their tenants, servants, visitors and licensees harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party and their agents tenants, servants, visitors and licensees only relating to the use of the Easement.

4. **Successors and Assigns.** This Easement shall be binding on and inure to the benefit of the successors, and assigns and of Grantor and Grantee.

**KLICKITAT COUNTY FIRE PROTECTION
DISTRICT NO. 3**

Jose Castro

By: _____

Jose Castro

Ernesto Gonzalez

Robert Klaus

Ernesto Gonzalez

Robert Klaus

STATE OF WASHINGTON,)
) ss.
COUNTY OF KLICKITAT.)

ACKNOWLEDGMENT
OF
MUNICIPAL CORPORATION

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Klickitat County Fire Protection District No. 3, a Washington Municipal Corporation, to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on _____, 2019.

COUNTY OF KLINKITAT.)

INDIVIDUAL

On this day personally appeared before me ERNESTO GONZALES to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated this _____ day of _____, 2019.

Notary Public in and for the State of
Washington, Residing in _____
My appointment expires _____

STATE OF WASHINGTON,)
) ss.
COUNTY OF KLINKITAT.)

ACKNOWLEDGMENT
OF
INDIVIDUAL

On this day personally appeared before me ROBERT KLAUS to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated this _____ day of _____, 2019.

Notary Public in and for the State of
Washington, Residing in _____
My appointment expires _____

EASEMENT EXHIBIT 1

Insert surveyors Proposed Easement Exhibit and/or legal description of easement area if available.

DISCUSSION ITEM SUBJECT	K-3 APPARATUS DOOR REPORT
PRESENTER	mHc
PREVIOUS BOARD DISCUSSION	<input checked="" type="checkbox"/> As a part of the K-3 Capital Project and G.O. Bond issue discussions and evaluations, top priority was placed on evaluating the serviceability of apparatus bay doors and appurtances <input checked="" type="checkbox"/> mHc solicited several commercial vendors to journey to SW Washington and evaluate said apparatus doors and equipment
FOLLOW-UP STAFF INFORMATION	
<i>Additional Documents – Attachments</i>	<u>ATTACHMENT 1:</u> ON TRACK Apparatus Door Reports
BUDGET IMPACTS	<ol style="list-style-type: none"> 1. Initial considerations during G.O Bond deliberations were for TOTAL REPLACEMENT of all K-3 apparatus doors and appurtances 2. ON TRACK evaluation indicates that some of the doors and/or appurtances are still serviceable and have a long-life cycle if they were serviced; reinforced and hardware upgraded 3. In the case of Station #31, the doors appear to be serviceable with upgraded hardware and operating motors 4. UPGRADE ESTIMATES are well below initial replacement estimates

ATTACHMENT 1

Proposal Report # 762

Date: 10.2.2019

Customer: Job Address:

Products/ Work to be Completed:

On Track Systems

5226 SR 92

Lake Stevens, WA 98258

425.327.1895

ontracksystems@me.com

Station 31 Headquarters Report

- Door section in good condition
- Door motors out of date.
- Parts unavailable.
- Recommend replace bay motors
- Faulty radio receiver on aid car bay
- All doors recommend hardware overhaul
 - 11g hinges and new 10 ball bearing
 - sealed rollers
 - replace any damaged/ worn out door seals.

Station 32 Cheery Hill Report

- 3 bay doors de-laming.
- Steel skin de- laming from ridged insulation.
- Recommend replace 3 bay doors and 4th bay to match if felt necessary.
- Motors of residential grade and installed unreliable.
- New and correct door heights will make for better long term operation, however not a continuous duty motor for application.
- Recommend replace motors for long term continuous duty operation.

Station 33 Mountain Brook Report

- Door sections in good conditions.
- Appears not a lot of use.
- Recommend a general service/lube of both door and motors.
- Residential grade motors install. Ok if not heavy use.
- Replace any damaged/worn out door seals.

Notes: see Proposal 763,764,765 for bid pricing

PROPOSAL # 765

ON TRACK SYSTEMS

5226 SR 92
LAKE STEVENS, WA 98258
425.327.1895
ONTRACKSYSTEMS@ME.COM

DATE: 10.2.2019

CUSTOMER:

KLICKITAT COUNTY FIRE DISTRICT 3

JOB ADDRESS:

STATION 33 MOUNTAIN BROOK

PRODUCTS/ WORK TO BE COMPLETED:

1- GENERAL SERVICE ON 2 BAY DOORS AND MOTORS
-LUBE/ ADJUST ALL MOVING PARTS
-REPLACE WORN OUT DOOR SEALS
\$760.00 + TAX

NOTES: QUOTED AS INSTALLED

SUB TOTAL\$
TAX\$
TOTAL\$

PROPOSAL # 764

ON TRACK SYSTEMS

5226 SR 92
LAKE STEVENS, WA 98258
425.327.1895
ONTRACKSYSTEMS@ME.COM

DATE: 10.2.2019

CUSTOMER:

KLICKITAT COUNTY FIRE DISTRICT 3

JOB ADDRESS:

STATION 32 CHERRY HILL

PRODUCTS/ WORK TO BE COMPLETED:

3- 12" X 11' 6" NWD MODEL 308 OH DOOR
-15" COMMERCIAL CONTINUOUS ANGLE TRACK
-HEAVY 11G HINGE AND ROLLER
-SOLID PANELS
-R-12
-WEATHER SEALS
-MANUAL OPERATION
\$12,141.00 + TAX

1- 10' X 9' NWD MODEL 308 OH DOOR
-15" COMMERCIAL CONTINUOUS ANGLE TRACK
-HEAVY 11G HINGE AND ROLLER
-SOLID PANELS
-R-12
-WEATHER SEALS
-MANUAL OPERATION
\$2,922.00 + TAX

1 EACH-
LIFTMASTER H75 OPERATOR.
-115VAC
-ELECTRIC BRAKE.
-MANUAL DISCONNECT
-EXTERNAL LONG RANGE RECEIVER W 1/ REMOTE
-PHOTO EYES
-3 BUTTON STATION
\$2,423.00 + TAX

NOTES: QUOTED AS INSTALLED

SUB TOTAL\$
TAX\$
TOTAL\$

PROPOSAL # 763

ON TRACK SYSTEMS

5226 SR 92
LAKE STEVENS, WA 98258
425.327.1895
ONTRACKSYSTEMS@ME.COM

DATE: 10.2.2019

CUSTOMER:

KLICKITAT COUNTY FIRE DISTRICT 3

JOB ADDRESS:

STATION 31 HEAD QUARTERS

PRODUCTS/ WORK TO BE COMPLETED:

1- OVER HAUL 6 BAY DOORS. 11G HINGE AND 10 BALL BEARING SEALED ROLLER. LUBE AND ADJUST DOORS. REPLACE WORN OUT DOOR SEALS
\$8,950.00 + TAX

1 EACH- DELTA 3 RECEIVER W/ 1 REMOTE
\$485.00 + TAX

6 EACH-
LIFTMASTER H75 OPERATOR.
-115VAC
-ELECTRIC BRAKE.
-MANUAL DISCONNECT
-EXTERNAL LONG RANGE RECEIVER W 1/ REMOTE
-PHOTO EYES
-3 BUTTON STATION
\$14,538.00 + TAX

NOTES: QUOTED AS INSTALLED

SUB TOTAL\$
TAX\$
TOTAL\$

2020 OPERATING BUDGET

Klickitat County Fire District 3

10/10/2019 yellow - additions for 2020

Category	2017		2018		2019		2020		notes
	Salaries & Wages + employee paid benefits	136,665.00	139,398.30	sub totals	2019	sub totals	2020		
admin	Benefits (excluding employee paid buffer OT (wage and bens) wildland outlay to be reimbursed archive assistant 3% buffer over total Salaries & Benefits	41,600.00	42,432.00				191,520.61 45,712.68 13,564.00 10,000.00 7,000.00 8,033.92	275,831.21	wildland will come out of here and be refunded archive assistant this will be refunded (grant)
admin	Volunteer Stipend	20,000.00	18,000.00	181,830.30	211,650.00	211,650.00	14,040.00 3,600.00	3,600.00	3,600 retainer for 3 captains
admin	Captain stipend	5,100.00	5,100.00		6,000.00		5,600.00 3,000.00	3,807.00	pension and dis premium increases to 140 per FF 40x140= 5600 Rate increase Oct 1, 2019 to \$59/person new policy in jan 2021 so payment in Dec 2020 (11,421.00 est.)
admin	Volunteer Dis/Pension								
admin	LifeFlight								
admin	Accidental D & D ins								
admin	Volunteer Stipend & Benefits	3,807.00	3,807.00	26,907.00	3,807.00	27,807.00		30,047.00	
admin	plaques/dinner								
admin	Volunteer Recognition	2,500.00	2,700.00	2,700.00	2,700.00	2,700.00		3,200.00	
admin	printers (rent, sink, service) supplies (paper, misc.)								
admin	Office Expense/Supplies	6,000.00	6,000.00	6,000.00	6,000.00			2,000.00 3,000.00	
admin	legal								
admin	Lexipol	6,662.00	5,000.00		5,000.00			3,000.00 3,000.00	legal and consultant fees 2019 rate
admin	web site maint				600.00			600.00	web site only
admin	IT services- Radcomp				2,000.00			8,000.00	IT services/ email set up, security, back up 616.38/mo
admin	MRC				250.00				
admin	payroll		1,500.00		2,000.00			2,500.00	
admin	nov election cost		1,500.00		2,000.00			2,000.00	Per Kristin at Herman-associates there is an increase in 2020
admin	STATE AUDIT							5,500.00	3 year audit 2017,2018,2019
admin	Professional Services			8,000.00		11,850.00			
admin	enduris								
admin	Insurance	15,700.00	16,500.00	16,500.00	17,800.00	17,800.00		20,000.00	3.5% increase
admin	legal notices/roster bids meetings annexations other							200.00 200.00 200.00 800.00 500.00	
admin	Advertising	500.00	1,300.00	1,300.00	1,400.00	1,400.00		1,900.00	
admin	Active 911								
admin	911 station phones				1,500.00			360.00	
admin	yahoo domain							100.00	
admin	misc								
admin	Maintenance radios/pagers				1,000.00			1,000.00	
admin	Ops Cell phone				1,300.00			1,300.00	
ops	Communications	4,500.00	4,500.00	4,500.00	4,500.00	8,300.00		2,760.00	

ops	Vehicle Parts/Repairs service fleet	14,000.00	10,000.00 4,100.00	14,100.00	10,000.00 5,000.00	15,000.00	9,000.00 5,000.00	14,000.00	tires
ops	Vehicle Parts/Repairs								
ops	Rescue - Apparatus Supplies	7,500.00	2,500.00		2,000.00		1,500.00		tools
	hose test		3,500.00		3,600.00		3,600.00		decrease linear foot due to new hose but retain for 2021 budget
	pump test		1,500.00		2,000.00		1,700.00		2021 budget
	scba flow test				2,300.00		-		
	Rescue - Apparatus Supplies			7,500.00		9,900.00		6,800.00	
	Category	2017	2018	sub totals		sub totals			notes
ops	Fuel	8,000.00	8,000.00	8,000.00	9,000.00	9,000.00	3,200.00	9,000.00	
	general supplies						1,800.00		
	ground maint								
ops	Station Repairs - Supplies	20,000.00	10,000.00	10,000.00	10,000.00	10,000.00		5,000.00	
					4,500.00		4,500.00		
	PUD sin 31				2,500.00		2,500.00		
	PUD sin 32				1,000.00		1,000.00		
	PUD sin 33				550.00		650.00		
	Water				4,500.00		4,500.00		
	Century Link						3,500.00		
	propane						1,950.00		
	misc/buffer				3,950.00				
ops	Utilities Services	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00		18,600.00	
ops	Travel & Meals	3,400.00	3,000.00	3,000.00	4,000.00	4,000.00	4,000.00	4,000.00	mileage, hotels, meals
	EMS				4,000.00		4,000.00	4,000.00	EMT
	Fire				4,000.00		4,000.00	4,000.00	WFCA conf. State Auditors/WFOA
	Admin				1,500.00		1,500.00	1,500.00	ALL training, admin., fire and EMS
ops	Training		9,000.00	9,000.00		9,500.00		11,000.00	
	Tumouls x 3				7,500.00		-		
	wildland (pants, boots,)				3,000.00		-		
	misc				6,500.00		6,500.00		
	fire trainig props				4,000.00		2,500.00		
ops	Fire Supplies & serv	13,500.00	15,000.00	15,000.00		21,000.00		9,000.00	Fire related supplies - PPE,
	EMS licences						500.00		
	EMS Supplies						4,000.00		
	physio control service						5,500.00		
	budget to replace monitor						-		
ops	EMS Supplies &serv	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00		10,000.00	
	Paid staff						2,000.00		
	Volunteers class B & A						2,000.00		
ops	Uniform apparel		2,000.00	2,000.00	4,000.00	4,000.00		4,000.00	

