



## City Council Regular Meeting Agenda Monday, February 07, 2022, 7:00 PM REMOTE MEETING PARTICIPATION

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*NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1)*

### **To Participate Remotely:**

#### **OPTION 1 – Video & Audio** *(able to public comment)*

Use Zoom app and Meeting ID – 910 6793 0305; or click <https://zoom.us/j/91067930305>

#### **OPTION 2 – Audio-only** *(able to public comment)*

By phone: 877-853-5257, Meeting ID – 910 6793 0305

#### **OPTION 3 – Observe video & audio** *(no public comment)*

Go to [www.cityofcamas.us/meetings](http://www.cityofcamas.us/meetings) and click "Watch Livestream" (left on page)

### **For Public Comment:**

1. On Zoom app – click Raise Hand icon
2. On phone – hit \*9 to “raise hand”
3. Or, email [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) (400 word limit); routes to Council

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## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **PUBLIC COMMENTS**

## **CONSENT AGENDA**

*NOTE: Consent Agenda items may be removed for general discussion or action.*

1. [January 18, 2022 Camas City Council Workshop and Regular Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [\\$70,300 Gray & Osborne, Inc., SE 6<sup>th</sup> Ave \(SR-500\) Water Main Replacement Professional Services Agreement \(Submitted by James Carothers\)](#)
4. [Notice of Completion Parker Estates Storm Facility Restoration \(Submitted by Sam Adams, Utilities Manager\)](#)
5. [Final Plat Approval for Green Mountain Estates Phase 4A \(Submitted by Madeline Sutherland, Planner\)](#)

## NON-AGENDA ITEMS

6. Staff
7. Council

## MAYOR

8. Mayor Announcements
9. [Black History Month Proclamation](#)
10. [2022 Mayor's Council Appointment](#)

## MEETING ITEMS

11. [Ostenson Canyon Stormwater and Roadway Repairs Bids](#)  
[Presenter: James Carothers, Engineering Manager and Shawn MacPherson, City Attorney](#)  
[Time Estimate: 10 minutes](#)
12. [Ordinance No. 22-001 Adopting Legal Holidays](#)  
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)  
[Time Estimate: 5 minutes](#)
13. [Resolution No. 22-001 Policy Encouraging the Use of Products and Services Made in America](#)  
[Presenter: Jeff Swanson, Interim City Administrator and Shawn MacPherson, City Attorney](#)  
[Time Estimate: 10 minutes](#)
14. [Resolution No. 22-002 Amending Resolution No. 20-005 Related to Public Comments](#)  
[Presenter: Jeff Swanson, Interim City Administrator](#)  
[Time Estimate: 5 minutes](#)

## PUBLIC COMMENTS

## ADJOURNMENT



**City Council Workshop Minutes - Draft**  
**Tuesday, January 18, 2022, 4:30 PM**  
**REMOTE MEETING PARTICIPATION**

*NOTE: Please see the published Agenda Packet for all item file attachments*

**CALL TO ORDER**

Mayor Steve Hogan called the meeting to order at 4:30 p.m.

**ROLL CALL**

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Tim Hein, Leslie Lewallen and Shannon Roberts

Excused: Council Member Don Chaney

Staff: Bernie Bacon, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Robert Maul, Bryan Rachal, Heather Rowley, Jeff Swanson, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

**PUBLIC COMMENTS**

Randal Friedman, Camas, commented about City staff, the Georgia-Pacific (GP) Mill Cleanup Advisory Group, and citizen-staff communications.

**WORKSHOP TOPICS**

1. Workforce Southwest Washington Presentation  
 Presenters: Alyssa Joyner, Senior Project Manager Services and Benton Waterous, Senior Program Manager

This was for Council's information only.

2. SE 6<sup>th</sup> Ave (SR500) Water Main Replacement Professional Services Agreement  
 Presenter: James Carothers, Engineering Manager

Carothers provided an overview of this project. Discussion ensued. This item will be placed on the February 7, 2022 Consent Agenda for Council's consideration.

3. Draft Ordinance Relating to Legal Holidays  
 Presenters: Jeff Swanson, Interim City Administrator and Jennifer Gorsuch, Administrative Services Director

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Gorsuch provided an overview of the draft ordinance. Discussion ensued. This item will be placed on the February 7, 2022 Regular Meeting Agenda for Council's consideration.

4. Draft Resolution Amending Resolution No. 20-005 Related to Public Comments  
Presenter: Jeff Swanson, Interim City Administrator

This item will be placed on the February 7, 2022 Regular Meeting Agenda for Council's consideration.

5. Staff Miscellaneous Updates  
Presenter: Jeff Swanson, Interim City Administrator

Urquhart updated Council about the Library's popular new reading incentive program, Reading Dragon.

Lam updated Council about the Parks and Recreation Open Space (PROS) Plan.

Maul updated Council about current Community Development public meetings.

## **COUNCIL COMMENTS AND REPORTS**

Carter attended the Port of Camas-Washougal meeting, a City diversity, equity and inclusion planning discussion, and will attend the next Library Board of Trustees and Finance Committee meetings.

Roberts attended a Clark County Veteran's Advisory Board meeting, commented about the Camas Wells Fargo drive-up machine, and will attend a Mayor's small-group meeting, and the next Parks and Recreation Commission meeting. Roberts thanked the Camas-Washougal Fire Department staff for reaching out to help a local family traumatized by an accident. Roberts commented about properly disposing of American Flags, which will be done when dropped off at the Camas Community Center, and a forthcoming Camas pool discussion.

Lewallen attended a Regional Transportation Commission (RTC) meeting, various meetings with concerned citizens, the Downtown Camas Association (DCA) First Friday event, a meeting with Council Member Hein and Chief Lackey about the recent police reform laws, a Library tour, and the Chamber of Commerce, the Design Review Committee, and the GP Mill Cleanup Advisory Group meetings.

Hein attended a DCA Director meeting, the new EatWell Camas Community Garden ground-breaking event, a meeting with Council Member Lewallen and Chief Lackey about the recent police reform laws, the C-TRAN Board, and GP Mill Cleanup Advisory Group meetings.

Boerke commented about City staff, the Camas Police Department, attended a Library tour, and will attend various upcoming staff meetings. Boerke commented about the DCA's Third Thursday event and will attend the DCA's Annual Retreat and the next City-Schools meeting.

Anderson commented about a future Interstate Bridge conversation and recommended inviting C-TRAN representatives.

Hogan received consensus from Council to schedule an Interstate Bridge presentation and commented about the City's 2021 Organizational Scan effort. Hogan announced an economic development work group made up of Council Members Anderson, Chaney and Hein; and commented about the City's previous Lean Process efforts, staff development and performance appraisal process implementation, and the City's response to Covid. Hogan received feedback from Council about the 2022 Legislative agenda.

### **PUBLIC COMMENTS**

No one from the public wished to speak.

### **ADJOURNMENT**

The meeting adjourned at 5:49 p.m.



**City Council Regular Meeting Minutes - Draft**  
**Tuesday, January 18, 2022, 7:00 PM**  
**REMOTE MEETING PARTICIPATION**

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*NOTE: Please see the published Agenda Packet for all item file attachments*

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**CALL TO ORDER**

Mayor Steve Hogan called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Tim Hein, Leslie Lewallen and Shannon Roberts

Excused: Council Member Don Chaney

Staff: Bernie Bacon, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Robert Maul, Bryan Rachal, Heather Rowley, David Schultz, Jeff Swanson, Connie Urquhart and Steve Wall

Press: No one from the press was present

**PUBLIC COMMENTS**

No one from the public wished to speak.

**CONSENT AGENDA**

*NOTE: Consent Agenda items may be removed for general discussion or action.*

1. January 3, 2022 City Council Regular and Workshop Meeting Minutes
2. \$1,159,284.53 Automated Clearing House and Claim Checks Numbered 149691 - 149865: 2021 expenses-\$848,612.39, 2022 expenses-\$310,672.14
3. Haight Reservoir Slope Stability Analysis Professional Services Agreement (Submitted by Steve Wall, Public Works Director)
4. \$123,311.36 November 2021 Emergency Medical Services (EMS) Write-off Billings; \$99,412.00 Monthly Uncollectable Balance of Medicare and Medicaid Accounts; \$23,899.36 Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)
5. \$105,588.09 December 2021 Emergency Medical Services (EMS) Write-off Billings; \$86,020.46 Monthly Uncollectable Balance of Medicare and Medicaid Accounts;

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\$19,567.63 for Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)

6. \$4,868.18 Unpaid Final Utility Bill Write-off from Previous Property Owner (Submitted by Cathy Huber Nickerson, Finance Director)

**It was moved by Roberts, and seconded, to approve the Consent Agenda. The motion carried unanimously.**

#### **NON-AGENDA ITEMS**

7. Staff

There were no comments from staff.

8. Council

There were no comments from Council.

#### **MAYOR**

9. Mayor Announcements

There were no announcements from Mayor.

#### **MEETING ITEMS**

10. 2022-2024 Collective Bargaining Agreement between City of Camas and OPEIU, Local 11

Presenter: Jennifer Gorsuch, Administrative Services Director

**It was moved by Boerke, and seconded, to approve the 2022-2024 OPEIU, Local 11 Collective Bargaining Agreement as presented and authorize the Mayor and Interim City Administrator to sign this 3-year agreement. The motion carried unanimously.**

#### **PUBLIC COMMENTS**

No one from the public wished to speak.

#### **ADJOURNMENT**

The meeting adjourned at 7:07 p.m.



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607

**Project No. W1038**

**SE 6<sup>TH</sup> AVENUE 16" WATERLINE REPLACEMENT**

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Gray & Osborne, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the SE 6<sup>th</sup> Avenue 16" Waterline Replacement.
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2023**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$70,300, under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "B"**.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.



5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials created by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Consultant's Liability Insurance.

- a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
  1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
  2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.  
Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the

Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
  - Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
  - Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
  - Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
  - Civil Rights Restoration Act of 1987  
(Public Law 100-259)
  - Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
  - 49 CFR Part 21
  - 23 CFR Part 200
  - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City. **Consultants work product shall not be used for anything other than the project intended without permission of the Consultant. The City shall indemnify and hold harmless the Consultant from any unauthorized reuse."**
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
    6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.

7. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  8. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
  9. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
  - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
  - d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**Lower Tier Covered Transactions**

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. **Intellectual Property.**

- a. **Warranty of Non-infringement.** Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. **Rights in Data.** Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
- Jim Hodges  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607  
PH: 360-817-7234  
EMAIL: [jhodges@cityofcamas.us](mailto:jhodges@cityofcamas.us)
- Notices to Consultant shall be sent to the following address:
- Mike Johnson  
Gray & Osborne, Inc.  
1130 Rainier Avenue S., Suite 300  
Seattle, WA 98144  
PH: 206-284-0860  
EMAIL: [mjohnson@g-o.com](mailto:mjohnson@g-o.com)
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award,

the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF CAMAS:

GRAY & OSBORNE, INC.:  
*Authorized Representative*

By \_\_\_\_\_

By 

Print Name \_\_\_\_\_

Print Name MICHAEL B. JOHNSON

Title \_\_\_\_\_

Title PRESIDENT

Date 1/21/22

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**EXHIBIT A**  
**SCOPE OF WORK**  
**CITY OF CAMAS**  
**SR 500 BRIDGE CROSSING DESIGN**

The City of Camas maintains a 16-inch waterline attached to the SR 500 bridge over the Washougal River. The pipe, which serves the City's 343 Zone, is currently routed along the south side of the bridge and is supported by angle braces that are attached to the sides of the concrete box beam structure. The pipe on the bridge has developed significant leaks in recent months that have necessitated emergency repairs. Consequently, the City has decided to replace the waterline. The replacement line is anticipated to be installed on the north side of the bridge to allow the use of the existing waterline until the new line is operational, at which point the existing line will be removed. Currently, there is a gas line routed along the north side of the bridge that is abandoned.

The bridge is owned and maintained by Washington State Department of Transportation (DOT). The bridge is approximately 420 feet long and is made of concrete. It is anticipated that the pipeline design will require review and approval by DOT and will need to be designed to their applicable standards.

Gray & Osborne proposes the following Scope of Work complete the design and permitting for this project. This Scope of Work has the following assumptions.

Assumptions

1. Bridge drawings are available from DOT sufficient to allow construction drawings to be prepared showing the bridge plan view, pier construction, and bridge cross section.
2. The City will handle all DOT permitting with Gray & Osborne providing supporting documentation such as plans and details.
3. The City will obtain the necessary easements from DOT including verification that the existing abandoned gas line easement has been vacated.
4. Shorelines permitting will not be required for this project since it is considered maintenance of an existing facility.
5. The project will be constructed using a standard public bidding process.
6. Washington State Department of Health (DOH) approval will not be required.



7. Costs of permit and application fees have not been included. It has been assumed that these fees will be paid directly by the City.

## **SCOPE OF WORK**

### **Task 1 – Provide Project Management**

Provide project management services for the project. This task will include coordinating and managing the schedule and budget for the project team and subconsultants. The City will be provided with budget updates on a monthly basis.

### **Task 2 – Site Survey**

Provide topographical site survey including the areas around each pier for the design of the waterline bridge approach and connections to the existing system. The survey will use the City's standard vertical and horizontal data.

### **Task 3 – Predesign Memorandum**

Prepare a brief pre-design memorandum outlining the basis of design. The existing City of Camas hydraulic model will be used to verify if the new waterline should be upsized from the existing 16-inch. The pre-design memorandum will be provided for City review prior to providing a final pre-design memorandum.

### **Task 4 – Preliminary Engineering Design**

Prepare 30 and 60 percent plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in WSDOT format. 30 and 60 percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with the City to review any comments.

It is anticipated that the 30 percent design will be submitted to WSDOT for initial review.

### **Task 5 – Permitting and Agency Approval**

The City of Camas will take the lead in preparing permit applications. Gray & Osborne will support the City by attending the initial WSDOT application meeting (if applicable) and with preparation of design calculation packages, figures, and exhibits. One site meeting with WSDOT is included in addition to the initial application meeting. Anticipated permit applications include the following:

- Washington State Department of Transportation

Permit application and review fees have not been included in this scope of work. It has been assumed that these will be paid directly by the City.

### **Task 6 – Complete Engineering Design**

Complete civil and structural engineering design of the project. This task includes completing the engineering analysis and calculations necessary to complete the design. This task also includes preparation of detailed plans, specifications, and cost estimates to adequately describe the work for a public works contractor. The project will include, 90 percent and final submittals. Gray & Osborne will provide the following services to complete this task.

A. Prepare 90 Percent Submittal

Prepare 90 percent plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in WSDOT format. 90 percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with the City to review any comments.

It is anticipated that the 90 percent design will be submitted to DOT for final review and approval.

B. Prepare Final Submittal

Prepare final plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in WSDOT format. Final plans, specifications, and cost estimates will be submitted to the Agencies for regulatory approval and will be distributed to contractors.

### **Task 7 – Complete QA/QC Review**

Conduct Quality Assurance/Quality Control reviews of the Project Report, 30 percent submittal, 60 percent submittal, 90 percent submittal, and final submittal for the project.

### **Task 8 – Provide Bid and Award Support**

We understand that the City will take the lead with bid and award of the project. Gray & Osborne will provide the following services to support the City with bid and award process:

- A. Distribute bid documents to contractors and plan centers using the Gray & Osborne bid distribution website or by the electronic website of the City's choosing.
- B. Attend one pre-bid walkthrough meeting.
- C. Respond to contractor inquiries and assist with preparation of addenda as necessary.
- D. Review project bid information and provide a recommendation of award to the City.

### **Task 9 – Attend Meetings and Site Visits**

Attend meetings with City staff during development of the plans and specifications to discuss project issues and review draft deliverables. Complete a site visit to verify site conditions. The following meetings have been assumed:

- Kickoff Meeting and Site Visit
- 30 Percent Design Review Meeting
- 60 Percent Design Review Meeting
- 90 Percent Design Review Meeting
- WSDOT Application Permit Meeting
- WSDOT Site Meeting

Kick off meeting, design review meetings, and preapplication meeting are assumed to be in person. Other meetings are assumed to be conducted by conference call or video conference.

### **DELIVERABLES**

- 30 Percent Submittal – Electronic copy
- 60 Percent Submittal – Electronic copy
- 90 Percent Submittal – Electronic copy
- Final Submittal – Electronic copy and three paper copies

**ANTICIPATED SCHEDULE**

The anticipated schedule is as follows:

Notice to Proceed.....	January 15, 2022
Submit 30 Percent Plans and Specifications .....	March 15, 2022
DOT Submittal .....	March 15, 2022
Submit 60 Percent Plans and Specifications .....	July 15, 2022
Submit 90 Percent Plans and Specifications .....	August 31, 2022
Submit Final Plans and Specifications.....	October 31, 2022

**BUDGET**

The estimated cost to complete the above scope of work is \$70,300 as shown in the attached Exhibit B.

**EXHIBIT “B”  
COSTS FOR SCOPE OF SERVICES**

**EXHIBIT B****ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST***City of Camas - SR 500 Waterline Design*

Tasks	Principal Hours	Project Manager Hours	Civil Engineer Hours	Structural Eng. Hours	Engineer-in-Training Hours	AutoCAD Tech. Hours	Professional Land Surveyor Hours	Field Survey Hours (2 person)
1 Provide Project Management		12						
2 Site Survey			2			8	4	16
3 Predesign Report and Hydraulic Modeling		4	12		8			
4 Preliminary Engineering (60%) Design	2	12	32	8	32	24		
5 Permitting and Agency Approval		8	40	40	24			
6 Complete Engineering Design								
A. Prepare 90 Percent Plans, Specifications, and Cost Estimate	1	8	24	12	16	24		
B. Prepare Final Plans, Specifications and Cost Estimate	2	8	16	6	8	16		
7 Complete QA/QC Review	6	6	6	6	6			
8 Bid and Award Support		4	4	2	4	2		
9 Attend Meetings and Site Visits		18	12	6	12			
Hour Estimate:	11	80	148	80	110	74	4	16
Fully Burdened Billing Rate Range:*	\$140 to \$213	\$130 to \$213	\$105 to \$145	\$110 to \$171	\$92 to \$141	\$50 to \$140	\$118 to \$163	\$166 to \$248
Estimated Fully Burdened Billing Rate:	\$185	\$175	\$125	\$150	\$105	\$95	\$163	\$205
Fully Burdened Labor Cost:	\$2,035	\$14,000	\$18,500	\$12,000	\$11,550	\$7,030	\$652	\$3,280

Total Fully Burdened Labor Cost: \$ 69,047

Direct Non-Salary Cost:

    Mileage & Expenses (Mileage @ IRS Rate) \$ 1,000

    Printing \$ 253

**TOTAL ESTIMATED COST: \$ 70,300**

\* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

**EXHIBIT “C”**  
**TITLE VI ASSURANCES**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.



**The United States Department of Transportation**  
**Appendix A of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**The United States Department of Transportation**  
**Appendix E of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)



# Staff Report – Consent Agenda

February 7, 2022 Council Regular Meeting

Notice of Completion Parker Estates Storm Facility Restoration (Submitted by Sam Adams, Utilities Manager)

Phone	Email
360.817.7003	sadams@cityofcamas.us

**INTRODUCTION/PURPOSE/SUMMARY:** The Parker Estates Storm Facility Restoration project is complete. Construction began on July 19, 2021 and was substantially complete on October 7, 2021. During construction, changes in the beaver habitat were observed. Adjustments to the design was made to accommodate the beaver activities. The storm pond was restored and is functioning as designed.

**EQUITY CONSIDERATIONS:**

What are the desired results and outcomes for this agenda item?

The project restored the Parker Estates storm facility to meet the original functionality. The pond was not functioning as designed due to the downstream beaver dams and overgrown vegetation within the pond.

What’s the data? What does the data tell us?

N/A

How have communities been engaged? Are there opportunities to expand engagement?

There is a public trail around the storm facility that is utilized by the neighborhood. The City was in open communication with the nearby community throughout construction.

Who will benefit from, or be burdened by this agenda item?

Citizens who utilize the trail and Parker Estates neighborhood that drains to the storm pond benefited from this project.

What are the strategies to mitigate any unintended consequences?

There are beaver activities downstream of the storm pond. Beaver dams were restricting the pond from discharging flow. The project design included beaver flow devices that allow for the beavers to stay.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

N/A

Will this agenda item improve ADA accessibilities for people with disabilities?

Yes, the vegetation is managed around the storm pond to allow for better access through the trail.

What potential hurdles exists in implementing this proposal (include both operational and political)?

The maintenance staff will need to maintain the flow devices to ensure future functionality and continue maintenance of the storm pond.

How will you ensure accountabilities, communicate, and evaluate results?

Staff will maintain the facility and monitor its function.

How does this item support a comprehensive plan goal, policy or other adopted resolution?

This project helped the City meet the Stormwater NPDES Permit requirements.

**BUDGET IMPACT:**

Construction Costs

Original Bid	\$304,801.29
Total Adjustments	-\$35,375.24
Construction Contract Total	<b>\$269,426.05</b>

Overall Costs and Funding Summary

Consultants Preliminary Engineering	\$6,236.67
Consultants Design and CM	\$103,818.22 (as of 1/24/2022)
Construction Contract	\$269,426.05
Other Expenses	\$813.38
<b>PROJECT TOTAL</b>	<b>\$380,294.32</b>

**RECOMMENDATION:** Accept the Parker Estates Storm Facility Restoration Project by Tapani, Inc. as complete.



# Staff Report – Consent Agenda

February 7, 2022, Council Regular Meeting

Final Plat Approval for Green Mountain Estates Phase 4A (Submitted by Madeline Sutherland, Planner)

Phone	Email
360.817.1568	msutherland@cityofcamas.us

**SUMMARY:** Green Mountain Estates is a six phased subdivision located north of NE 28<sup>th</sup> Street. Phases 1-3 have been platted. The agenda item includes Phase 4A of the development.

### EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? To record a plat that was approved by the Hearing Examiner.

What’s the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? Yes, there was a public hearing for the subdivision which was noticed legally.

Who will benefit from, or be burdened by this agenda item? The property owner will benefit by having legal lots of record to develop, which is their legal right.

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? Public infrastructure built meets ADA standards.

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? The development of this site fell under the review of the Camas Municipal Code and adopted comprehensive plan policies.

**BUDGET IMPACT:** Revenues will be generated from building permits issued for the new 51 lots.

**RECOMMENDATION:** Staff recommends that council approve the final plat for Green Mountain Estates Phase 4A.



**Staff Report**  
**Green Mountain Estates Phase 4A Final Plat**

File No. FP21-06 GME Ph4A  
 (Related Files: SUB15-02)

TO: Mayor Hogan  
 City Council

FROM: Madeline Sutherland, Planner

LOCATION: 9024 N Hargrave St, Parcel Number 986051655

OWNER: GME Development LLC  
 1300 Esther St Suite 200  
 Vancouver, WA 98660

APPLICABLE LAW: The final plat application was submitted on August 25, 2021, and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 18 Zoning (not exclusively): CMC Chapter 17.21 Procedures for Public Improvements; and CMC Chapter 18.55 Administration and Procedures; and RCW Chapter 58.17.

**BACKGROUND INFORMATION**

**Lots:** 51 residential lots.

**Total Area:** 22.67 acres

The City issued a land use approval with a formal decision on June 24, 2016.

The applicant has submitted for a final plat approval with most of the on-site and off-site improvements are done, and the applicant is proposing to bond for the remaining items, as per Camas Municipal Code section 17.21.040

Staff has reviewed the final plat drawings, lot closures, CC&R's and all other associated final platting documents including the bonding.

Final Plat Criteria for Approval (CMC 17.21.060-C)

1. That the proposed final plat bears the required certificates and statements of approval; **Complies**
2. That the title insurance report furnished by the developer/owner confirms the title of the land, and the proposed subdivision is vested in the name of the owner(s) whose signature(s) appears on the plat certificate; **Complies**
3. That the facilities and improvements required to be provided by the developer/owner have been completed or, alternatively, that the developer/owner has submitted with the proposed final plat an improvement bond or other security in conformance with CMC 17.21.040; **Bonding Complies**
4. That the plat is certified as accurate by the land surveyor responsible for the plat; **Complies**
5. That the plat is in substantial conformance with the approved preliminary plat; and **Complies**

6. That the plat meets the requirements of Chapter 58.17 RCW and other applicable state and local laws which were in effect at the time of preliminary plat approval. **Complies**

**Findings:** The submitted plat meets the requirements of CMC 17.21.060-C, is consistent with the applicable conditions of approval, and with the applicable state and local regulations.

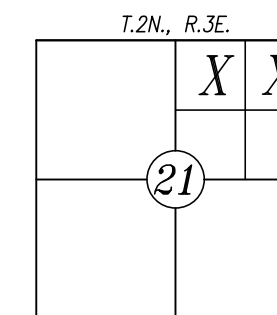
**Recommendation**

Staff recommends that Council approve the final plat for Green Mountain Estates Phase 4A.



# GREEN MOUNTAIN ESTATES, A PLAT COMMUNITY

A SUBDIVISION IN THE SW 1/4 & NW1/4, OF THE NE 1/4 SEC. 21, T. 2 N., R. 3 E., W.M., CITY OF CAMAS, CLARK COUNTY, WASHINGTON  
CITY OF CAMAS FINAL ORDER SUB#15-02  
NOVEMBER, 2021



CITY OF CAMAS MAYOR  
APPROVED BY \_\_\_\_\_ MAYOR DATE \_\_\_\_\_

CITY OF CAMAS FINANCE DIRECTOR  
THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND THAT ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY THAT IS DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID IN FULL AT THE DATE OF CERTIFICATION.

\_\_\_\_\_  
CITY OF CAMAS FINANCE DIRECTOR DATE \_\_\_\_\_

CITY OF CAMAS PUBLIC WORKS DEPARTMENT  
ALL IMPROVEMENTS HAVE BEEN INSTALLED OR FINANCIALLY SECURED FOR IN ACCORDANCE WITH THE REQUIREMENTS OF CMC TITLE 17 AND WITH THE PRELIMINARY PLAT APPROVAL;

ALL IMPROVEMENTS CAN OR WILL MEET CURRENT PUBLIC WORKS DRAWING STANDARDS FOR ROAD, UTILITY, AND DRAINAGE CONSTRUCTION PLANS;

ORIGINAL AND REPRODUCIBLE MYLAR OR ELECTRONIC RECORDS IN A FORMAT APPROVED BY THE THE PUBLIC WORKS DIRECTOR OR DESIGNEE AND CERTIFIED BY THE DESIGNING ENGINEER AS BEING "AS CONSTRUCTED" HAVE BEEN SUBMITTED OR FINANCIALLY SECURED FOR CITY RECORDS.

APPROVED BY \_\_\_\_\_ CITY OF CAMAS ENGINEER DATE \_\_\_\_\_

### CITY OF CAMAS COMMUNITY DEVELOPMENT

APPROVED BY \_\_\_\_\_ CITY OF CAMAS COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE DATE \_\_\_\_\_

### CAMAS-WASHOUGAL FIRE DEPARTMENT

APPROVED BY \_\_\_\_\_ CAMAS-WASHOUGAL FIRE CHIEF OR DESIGNEE DATE \_\_\_\_\_

### PROCEDURE

FIELD TRAVERSES WERE PERFORMED WITH A TRIMBLE S6 TOTAL STATION (3") AND ADJUSTED BY LEAST SQUARES. THE FIELD TRAVERSES MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090.

### SURVEY REFERENCES

- 1. PLAT OF COUNTRY VIEW ESTATES - PHASE 1 BY LAWSON LAND SURVEYING RECORDED IN BK. H OF PLATS, AT PG. 344, RECORDS OF CLARK COUNTY, WASHINGTON.
- 2. PLAT OF COUNTRY VIEW ESTATES - PHASE 2 BY LAWSON LAND SURVEYING RECORDED IN BK. H OF PLATS, AT PG. 345, RECORDS OF CLARK COUNTY, WASHINGTON.
- 3. RECORD OF SURVEY FOR THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES BY H. THOMAS LAIRD JR. (PLS 21490) RECORDED IN BK. 42 OF SURVEYS, AT PG. 102, RECORDS OF CLARK COUNTY, WASHINGTON.
- 4. RECORD OF SURVEY FOR ERIC LOUCKS BY BLUHM ASSOCIATES LAND SURVEYORS, INC. RECORDED IN BK. 48 OF SURVEYS, AT PG. 141, RECORDS OF CLARK COUNTY, WASHINGTON.
- 5. RECORD OF SURVEY FOR BOB HANSON BY AKS ENGINEERING AND FORESTRY, LLC RECORDED IN BK. 63 OF SURVEYS, AT PG. 053, RECORDS OF CLARK COUNTY, WASHINGTON.
- 6. PLAT OF GREEN MOUNTAIN ESTATES PHASE 1 BY OLSON ENGINEERING, INC. RECORDED IN BOOK 312 OF PLATS, AT PAGE 22, RECORDS OF CLARK COUNTY, WASHINGTON.
- 7. PLAT OF GREEN MOUNTAIN ESTATES PHASE 2 BY OLSON ENGINEERING, INC. RECORDED IN BOOK 312 OF PLATS, AT PAGE 42, RECORDS OF CLARK COUNTY, WASHINGTON.
- 7. PLAT OF GREEN MOUNTAIN ESTATES PHASE 3 BY OLSON ENGINEERING, INC. RECORDED IN BOOK 312 OF PLATS, AT PAGE 99, RECORDS OF CLARK COUNTY, WASHINGTON.

### CLARK COUNTY ASSESSOR

THIS PLAT MEETS THE REQUIREMENTS OF R.C.W. NO. 58.17.170, LAWS OF WASHINGTON, 1981, TO BE KNOWN AS

**GREEN MOUNTAIN ESTATES - PHASE 4 A**  
SUBDIVISION PLAT NO. \_\_\_\_\_ IN THE COUNTY OF CLARK, STATE OF WASHINGTON  
\_\_\_\_\_  
CLARK COUNTY ASSESSOR

### CLARK COUNTY AUDITOR

ATTESTED BY \_\_\_\_\_ CLARK COUNTY AUDITOR

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

AUDITORS FILE NO. \_\_\_\_\_ BOOK OF PLATS \_\_\_\_\_, AT PAGE \_\_\_\_\_.

### PLAT NOTES

- 1. A HOMEOWNER'S ASSOCIATION (HOA) SHALL BE REQUIRED FOR THIS DEVELOPMENT. COPIES OF THE CONDITIONS, COVENANTS & RESTRICTIONS (C.C.&R.'S) SHALL BE SUBMITTED AND ON FILE WITH THE CITY OF CAMAS.
- 2. NO FURTHER SHORT PLATTING OR SUBDIVIDING OF ANY LOT OR TRACT WILL BE PERMITTED.
- 3. BUILDING PERMITS WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTIL ALL REQUIRED SUBDIVISION IMPROVEMENTS ARE COMPLETED ACCORDING TO THE APPROVED PLANS AND FINAL ACCEPTANCE HAS BEEN ISSUED BY THE CITY OF CAMAS.
- 4. BUILDING PERMIT SUBMITTALS FOR EACH DEVELOPMENT PHASE SHALL INCLUDE A MASTER PLAN SET WHICH INCLUDES THE FACADES, COLORS, AND MATERIALS FOR EACH LOT TO DEMONSTRATE THE UNIQUE CHARACTER OF A SERIES OF LOTS. THE MASTER SET FOR EACH DEVELOPMENT PHASE SHALL BE APPROVED BY THE CITY. "UNIQUE" GENERALLY MEANS THAT THERE IS A DIFFERENCE IN ROOF PITCH, EXTERIOR MATERIALS, STOOPS OR PORCHES, COLUMNS OR BAY WINDOWS, OR OTHER SUCH DISTINCTIONS BETWEEN HOUSES. THE INTENT IS TO PROVIDE DIFFERENT ARCHITECTURAL STYLES AND AVOID MONOTONY.
- 5. MAXIMUM BUILDING LOT COVERAGE FOR THIS SUBDIVISION IS 40%.
- 6. AT THE TIME OF BUILDING PERMIT ISSUANCE THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, SCHOOL IMPACT FEES, FIRE IMPACT FEES, AND PARK/OPEN SPACE IMPACT FEES. EACH NEW DWELLING WILL BE SUBJECT TO THE PAYMENT OF APPROPRIATE IMPACT FEES.
- 7. AT THE TIME OF BUILDING PERMIT ISSUANCE THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO A \$97.18 FEE PER LOT, PAYABLE TO THE CITY OF VANCOUVER, AS THEIR PROPORTIONATE SHARE CONTRIBUTION FOR THE CONSTRUCTION OF A NORTHBOUND RIGHT TURN LANE ON NE 192ND AVE. AND A WESTBOUND RIGHT TURN LANE ON NE 13TH ST.
- 8. AT THE TIME OF BUILDING PERMIT ISSUANCE THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO A \$1,235.77 FEE PER LOT, AS THEIR PROPORTIONATE SHARE CONTRIBUTION FOR THE NORTH SHORE SEWER TRANSMISSION SYSTEM (PREVIOUSLY KNOWN AND APPROVED AS THE "NORTH URBAN GROWTH AREA - SEWER TRANSMISSION SYSTEM" OR NUGA-ST5).
- 9. WETLANDS, STREAMS AND ASSOCIATED BUFFERS SHALL BE MAINTAINED IN THEIR NATURAL STATE AS DESCRIBED IN THE GREEN MOUNTAIN ESTATES FINAL WETLAND MITIGATION PLAN USAGE REF: NWS-2017-22 PREPARED BY THE RESOURCE COMPANY, INC. DATED APRIL 18, 2017 ON FILE WITH THE CITY OF CAMAS AS REQUIRED FOR THE APPROVAL OF THIS FINAL PLAT. ANY MODIFICATIONS TO CRITICAL AREAS AND BUFFERS MUST BE APPROVED IN WRITING BY THE CITY OF CAMAS AFTER SUBMITTAL OF A REVISED CRITICAL AREA REPORT.
- 10. TREE TOPPING IS NOT PERMITTED WITH THIS DEVELOPMENT, NOR REMOVAL OF MORE THAN 20% OF A TREE'S CANOPY. TREES THAT ARE DETERMINED TO BE HAZARDOUS BY A LICENSED ARBORIST MAY BE REMOVED AFTER APPROVAL BY THE CITY OF CAMAS. REQUIRED STREET TREES AND BACKYARD TREES SHALL BE PROMPTLY REPLACED FOLLOWING REMOVAL WITH AN APPROVED SPECIES.
- 11. ONE STREET TREE AND ONE BACKYARD TREE SHALL BE MAINTAINED IN GOOD HEALTH FOR EACH LOT AND REPLACED ONLY WHEN HAZARDOUS.
- 12. THE GREEN MOUNTAIN ESTATES SUBDIVISION IS UNDER A FLIGHT CORRIDOR FOR GROVE AIRFIELD; AIRCRAFT NOISE IS TO BE EXPECTED.
- 13. ENTRANCE INTO CLARK COUNTY'S CONSERVATION LANDS FROM INDIVIDUAL LOTS SHALL BE STRICTLY PROHIBITED WITHOUT FIRST OBTAINING AN ACCESS AGREEMENT FROM CLARK COUNTY.
- 14. THE GREEN MOUNTAIN ESTATES SUBDIVISION, OF WHICH THIS PLAT OF PHASE 4A IS A PART, IS LOCATED ADJACENT TO CLARK COUNTY CONSERVATION LAND, LYING NORTH OF THE NORTH LINE OF THE NE 1/4 OF SECTION 21 AS SHOWN HEREON, MANAGED FOR SUSTAINABLE FORESTRY ON WHICH A VARIETY OF FORESTRY OPERATIONS MAY OCCUR THAT MAY NOT BE COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR CERTAIN PERIODS OF LIMITED DURATION. POTENTIAL DISCOMFORTS OR INCONVENIENCES MAY INCLUDE, BUT ARE NOT LIMITED TO: NOISE, ODORS, FUMES, DUST OR OPERATION OF MACHINERY DURING ANY TWENTY-FOUR (24) HOUR PERIOD.

### RESTRICTIONS

- 1. THE PROPERTY DESCRIBED HEREIN IS SUBJECT TO THAT AVIATION EASEMENT IN FAVOR OF THE PORT OF CAMAS-WASHOUGAL RECORDED OCTOBER 8, 2019 UNDER AUDITOR'S FILE NO. 5657931 EAS, RECORDS OF CLARK COUNTY, WASHINGTON.

### PHASE 4 SUBMITTED TO THE PLAT COMMUNITY

A PORTION OF LAND DESCRIBED IN EXHIBIT C OF THAT LOT SEGREGATION RECORDED JULY 27, 2017 UNDER AUDITOR'S FILE NUMBER 5426851 BLA SITUATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF CAMAS, CLARK COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER;  
THENCE SOUTH 88° 43' 06" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 30.00 FEET TO THE EAST LINE OF THE WEST 30.00 FEET OF SAID NORTHEAST QUARTER;  
THENCE NORTH 01° 21' 15" EAST, ALONG SAID EAST LINE, 1757.91 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN EXHIBIT C OF SAID LOT SEGREGATION;  
THENCE THE FOLLOWING COURSES ALONG THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN EXHIBIT C OF SAID LOT SEGREGATION:  
THENCE SOUTH 88° 32' 45" EAST, LEAVING SAID EAST LINE, 159.10 FEET;  
THENCE NORTH 76° 00' 30" EAST, 65.00 FEET;  
THENCE SOUTH 13° 59' 30" EAST, 101.04 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID SOUTH LINE THE FOLLOWING COURSES;  
THENCE SOUTH 13° 59' 30" EAST, 52.00 FEET TO AN ANGLE POINT THEREIN;  
THENCE NORTH 76° 00' 30" EAST, 25.02 FEET;  
THENCE SOUTH 01° 33' 10" WEST, 78.40 FEET;  
THENCE SOUTH 88° 26' 50" EAST, 131.00 FEET;  
THENCE NORTH 73° 13' 33" EAST, 219.06 FEET;  
THENCE NORTH 76° 00' 30" EAST, 158.24 FEET;  
THENCE SOUTH 88° 04' 22" EAST, 80.47 FEET TO THE NORTHWEST CORNER OF LOT 70 OF GREEN MOUNTAIN ESTATES PHASE 3 ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 312 OF PLATS, AT PAGE 99, RECORDS OF SAID COUNTY;  
THENCE SOUTH 54° 19' 45" WEST, LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID LOT 70, A DISTANCE OF 15.41 FEET;  
THENCE SOUTH 25° 39' 42" EAST, ALONG THE WEST LINE OF SAID LOT 70, A DISTANCE OF 94.34 FEET TO A 43.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT AND TO THE SOUTH LINE OF SAID LOT 70;  
THENCE ALONG SAID SOUTH LINE OF LOT 70 AND AROUND SAID 43.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS SOUTH 74° 12' 32" EAST, A DISTANCE OF 36.77 FEET), THROUGH A CENTRAL ANGLE OF 50° 37' 12", AN ARC DISTANCE OF 37.99 FEET TO THE EAST LINE OF SAID LOT 70;  
THENCE NORTH 41° 06' 03" EAST, ALONG THE EAST LINE OF SAID LOT 70, A DISTANCE OF 20.00 FEET;  
THENCE NORTH 06° 38' 53" EAST, ALONG THE EAST LINE OF SAID LOT 70, A DISTANCE OF 86.61 FEET TO SAID SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN EXHIBIT C OF SAID LOT SEGREGATION;  
THENCE SOUTH 88° 04' 22" EAST, ALONG SAID SOUTH LINE, 71.20 FEET;  
THENCE SOUTH 01° 33' 10" WEST, ALONG SAID SOUTH LINE, 11.38 FEET;  
THENCE SOUTH 88° 43' 06" EAST, ALONG SAID SOUTH LINE, 880.51 FEET;  
THENCE NORTH 01° 01' 53" EAST, LEAVING SAID SOUTH LINE, 109.50 FEET;  
THENCE SOUTH 88° 58' 07" EAST, 27.32 FEET;  
THENCE NORTH 01° 01' 53" EAST, 147.00 FEET;  
THENCE NORTH 88° 58' 07" WEST, 13.68 FEET;  
THENCE NORTH 01° 01' 53" EAST, 95.00 FEET;  
THENCE SOUTH 88° 58' 07" EAST, 29.57 FEET;  
THENCE NORTH 01° 01' 53" EAST, 147.00 FEET;  
THENCE NORTH 88° 58' 07" WEST, 775.87 FEET;  
THENCE SOUTH 44° 35' 33" WEST, 9.00 FEET;  
THENCE NORTH 45° 24' 27" WEST, 142.00 FEET;  
THENCE SOUTH 44° 35' 33" WEST, 155.46 FEET;  
THENCE SOUTH 33° 12' 09" WEST, 117.28 FEET;  
THENCE SOUTH 38° 32' 57" WEST, 40.26 FEET;  
THENCE SOUTH 48° 38' 55" WEST, 35.79 FEET;  
THENCE SOUTH 53° 24' 03" WEST, 39.61 FEET;  
THENCE SOUTH 36° 35' 57" EAST, 37.54 FEET;  
THENCE SOUTH 52° 24' 40" WEST, 70.27 FEET;  
THENCE NORTH 37° 35' 20" WEST, 11.05 FEET;  
THENCE SOUTH 52° 24' 40" WEST, 68.61 FEET;  
THENCE SOUTH 07° 47' 11" EAST, 8.33 FEET;  
THENCE SOUTH 82° 12' 49" WEST, 25.63 FEET TO A 126.00 FOOT RADIUS CURVE TO THE LEFT;  
THENCE ALONG SAID 126.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19° 02' 13", AN ARC DISTANCE OF 41.86 FEET;  
THENCE SOUTH 63° 10' 37" WEST, 87.81 FEET TO A 124.00 FOOT RADIUS CURVE TO THE RIGHT;  
THENCE ALONG SAID 124.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12° 49' 53", AN ARC DISTANCE OF 27.77 FEET;  
THENCE SOUTH 76° 00' 30" WEST, 305.56 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 14.66 ACRES, MORE OR LESS.

### DEED REFERENCE

GRANTOR: GREEN MOUNTAIN ESTATES LLC  
GRANTEE: GME DEVELOPMENT, LLC  
AF#: 5625397 D  
DATE: 07/11/2019

GRANTOR: GME DEVELOPMENT, LLC  
GRANTEE: GME DEVELOPMENT, LLC  
AF#: 5773382 BLA  
DATE: 08/12/2020

### DECLARANT DECLARATION

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED GREEN MOUNTAIN ESTATES, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR GREEN MOUNTAIN ESTATES RECORDED UNDER CLARK COUNTY RECORDING NO. \_\_\_\_\_

GME DEVELOPMENT, LLC  
A WASHINGTON LIMITED LIABILITY COMPANY

BY:  
ITS:

### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ IS THE PERSON THAT APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT; AND ACKNOWLEDGED IT, AS AUTHORIZED SIGNATOR OF GME DEVELOPMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY SIGNATURE \_\_\_\_\_  
DATED: \_\_\_\_\_, 2021.

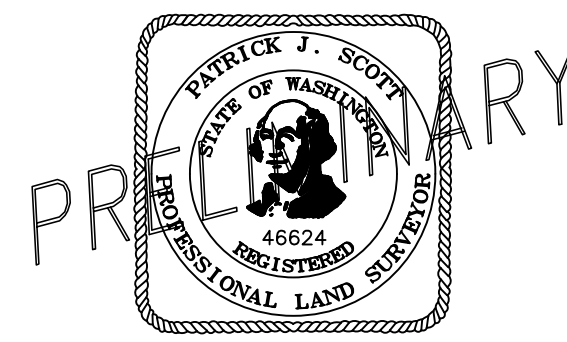
PRINTED NAME: \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

### LAND SURVEYOR'S CERTIFICATION

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE HOLT GROUP, INC. ON AUGUST 3, 2017. I HEREBY CERTIFY THAT THIS MAP FOR GREEN MOUNTAIN ESTATES IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

PATRICK J. SCOTT \_\_\_\_\_ DATE \_\_\_\_\_  
PROFESSIONAL LAND SURVEYOR NO. 46624



### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

SIGNED OR ATTESTED BEFORE ME ON \_\_\_\_\_ BY PATRICK J. SCOTT.

NOTARY SIGNATURE \_\_\_\_\_  
DATED: \_\_\_\_\_, 2021.

PRINTED NAME: \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

PG. 1 OF 2 JOB# 9595.01.04  
COPYRIGHT 2021, OLSON ENGINEERING, INC.  
FILE: J:\DATA\10001\9500\9595\9595\SURVEY\PLATS\PHASE 4\9595.S\FINAL PLAT PHASE 4A.DWG  
**OLSON ENGINEERS**  
ENGINEERING INC. 222 E. EVERGREEN BLVD, VANCOUVER, WA 98660  
1-360-695-1385  
1-509-289-8936

# GREEN MOUNTAIN ESTATES, A PLAT COMMUNITY

A SUBDIVISION IN THE N 1/2 OF THE NE 1/4  
SEC. 21, T. 2 N., R. 3 E., W.M.,  
CITY OF CAMAS, CLARK COUNTY, WASHINGTON  
CITY OF CAMAS FINAL ORDER SUB#15-02  
NOVEMBER, 2021

CLARK COUNTY CONSERVATION LAND  
TPN 171491000 & TPN 171492000  
T/L 10 & T/L 11

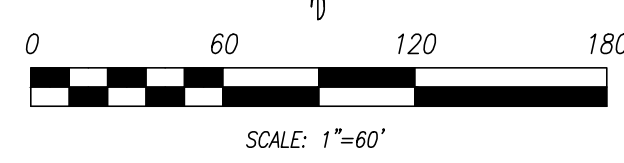
CLARK COUNTY  
CITY OF CAMAS

FOUND AND HELD 3" BRASS CAP STAMPED  
WASHINGTON DEPT. NATURAL RESOURCES 1973"  
IN 4"x4" CONCRETE MONUMENT (SEE L.C.R. BK. 12, PG. 2)  
TIED 03/14

FOUND AND HELD 3-1/4" ALUMINUM CAP STAMPED  
WASHINGTON DEPT. NATURAL RESOURCES 1997"  
AS SET IN RECORD OF SURVEY BK. 42, PG. 102  
WOVEN WIRE FENCE CORNER (N & E) IS EAST 2.9"  
(SEE L.C.R. BK. 13, PG. 2) TIED 03/14

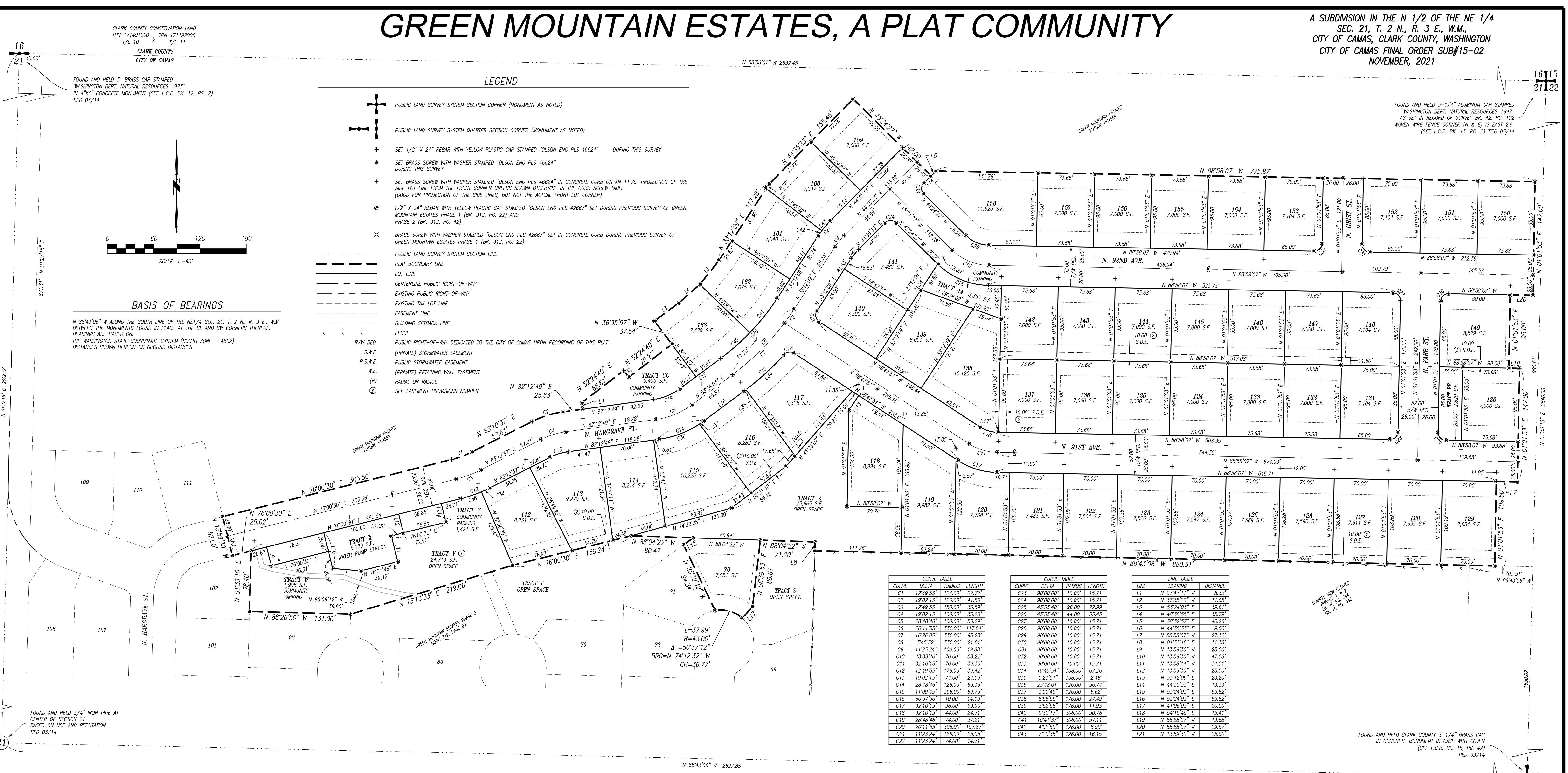
### LEGEND

- PUBLIC LAND SURVEY SYSTEM SECTION CORNER (MONUMENT AS NOTED)
- PUBLIC LAND SURVEY SYSTEM QUARTER SECTION CORNER (MONUMENT AS NOTED)
- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP STAMPED "OLSON ENG PLS 46624" DURING THIS SURVEY
- SET BRASS SCREW WITH WASHER STAMPED "OLSON ENG PLS 46624" DURING THIS SURVEY
- SET BRASS SCREW WITH WASHER STAMPED "OLSON ENG PLS 46624" IN CONCRETE CURB ON AN 11.75' PROJECTION OF THE SIDE LOT LINE FROM THE FRONT CORNER UNLESS SHOWN OTHERWISE IN THE CURB SCREW TABLE (GOOD FOR PROJECTION OF THE SIDE LINES, BUT NOT THE ACTUAL FRONT LOT CORNER)
- 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP STAMPED "OLSON ENG PLS 42667" SET DURING PREVIOUS SURVEY OF GREEN MOUNTAIN ESTATES PHASE 1 (BK. 312, PG. 22) AND PHASE 2 (BK. 312, PG. 42)
- BRASS SCREW WITH WASHER STAMPED "OLSON ENG PLS 42667" SET IN CONCRETE CURB DURING PREVIOUS SURVEY OF GREEN MOUNTAIN ESTATES PHASE 1 (BK. 312, PG. 22)
- PUBLIC LAND SURVEY SYSTEM SECTION LINE
- PLAT BOUNDARY LINE
- LOT LINE
- CENTERLINE PUBLIC RIGHT-OF-WAY
- EXISTING PUBLIC RIGHT-OF-WAY
- EXISTING TAX LOT LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- FENCE
- PUBLIC RIGHT-OF-WAY DEDICATED TO THE CITY OF CAMAS UPON RECORDING OF THIS PLAT
- (PRIVATE) STORMWATER EASEMENT
- P.S.W.E. PUBLIC STORMWATER EASEMENT
- (PRIVATE) RETAINING WALL EASEMENT
- (R) RADIAL OR RADIUS
- (S) SEE EASEMENT PROVISIONS NUMBER



### BASIS OF BEARINGS

N 88°43'06" W ALONG THE SOUTH LINE OF THE NE 1/4 SEC. 21, T. 2 N., R. 3 E., W.M. BETWEEN THE MONUMENTS FOUND IN PLACE AT THE SE AND SW CORNERS THEREOF. BEARINGS ARE BASED ON:  
THE WASHINGTON STATE COORDINATE SYSTEM (SOUTH ZONE - 4602)  
DISTANCES SHOWN HEREON ON GROUND DISTANCES



CURVE	DELTA	RADIUS	LENGTH
C1	1249.53"	124.00'	27.77'
C2	1902.13"	126.00'	41.86'
C3	1249.53"	150.00'	33.59'
C4	1902.13"	100.00'	33.23'
C5	2848.46"	100.00'	50.29'
C6	2011.55"	332.00'	117.04'
C7	1626.03"	332.00'	95.23'
C8	345.52"	332.00'	21.81'
C9	1123.24"	100.00'	19.88'
C10	4333.40"	70.00'	53.22'
C11	3210.15"	70.00'	39.30'
C12	1249.53"	176.00'	39.42'
C13	1902.13"	74.00'	24.59'
C14	2848.46"	126.00'	63.36'
C15	1700.45"	358.00'	69.75'
C16	8075.50"	10.00'	141.11'
C17	3210.15"	96.00'	53.90'
C18	3210.15"	44.00'	24.71'
C19	2848.46"	74.00'	37.21'
C20	2011.55"	306.00'	107.87'
C21	1123.24"	126.00'	23.05'
C22	1123.24"	74.00'	14.71'

CURVE	DELTA	RADIUS	LENGTH
C23	9000.00"	10.00'	15.71'
C24	9000.00"	10.00'	15.71'
C25	4333.40"	96.00'	72.99'
C26	4333.40"	44.00'	33.45'
C27	9000.00"	10.00'	15.71'
C28	9000.00"	10.00'	15.71'
C29	9000.00"	10.00'	15.71'
C30	9000.00"	10.00'	15.71'
C31	9000.00"	10.00'	15.71'
C32	9000.00"	10.00'	15.71'
C33	9000.00"	10.00'	15.71'
C34	1045.54"	358.00'	67.26'
C35	023.51"	358.00'	2.48'
C36	2848.46"	126.00'	56.74'
C37	300.45"	126.00'	6.62'
C38	856.55"	176.00'	27.49'
C39	352.58"	176.00'	11.93'
C40	930.17"	306.00'	50.76'
C41	1041.37"	306.00'	57.11'
C42	402.50"	126.00'	8.90'
C43	720.35"	126.00'	16.15'

LINE	BEARING	DISTANCE
L1	N 07°47'11" W	8.33'
L2	N 37°35'20" W	11.05'
L3	N 53°24'03" E	39.61'
L4	N 48°38'55" E	35.79'
L5	N 38°32'57" E	40.26'
L6	N 44°35'33" E	9.00'
L7	N 88°58'07" W	27.32'
L8	N 01°33'10" E	11.38'
L9	N 13°59'30" W	25.00'
L10	N 13°59'30" W	47.58'
L11	N 13°58'14" W	34.51'
L12	N 13°59'30" W	25.00'
L13	N 33°12'09" E	23.20'
L14	N 44°35'33" E	13.33'
L15	N 53°24'03" E	65.82'
L16	N 53°24'03" E	65.82'
L17	N 41°06'03" E	26.00'
L18	N 54°19'45" E	15.41'
L19	N 88°58'07" W	13.68'
L20	N 88°58'07" W	29.57'
L21	N 13°59'30" W	25.00'

### PUBLIC UTILITY EASEMENT

A PUBLIC UTILITY EASEMENT IS HEREBY RESERVED OVER, UNDER AND UPON THE EXTERIOR 6.00 FEET OF ALL LOTS AND TRACTS LYING PARALLEL WITH AND ADJACENT TO ALL PUBLIC ROADS, FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RENEWING, OPERATING AND MAINTAINING OF BUT NOT LIMITED TO ELECTRIC, TELEPHONE, TV, CABLE, WATER, GAS, SANITARY SEWER, AND STORM WATER, AND SHALL HAVE RIGHT OF ACCESS FOR SUCH USE. FOLLOWING SUCH USE THE EASEMENT AREA SHALL BE RESTORED TO ITS PRIOR CONDITION AS NEAR AS POSSIBLE. ALL LOTS CONTAINING PAD MOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM WORKING CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS. ALL PROPOSED BUILDING DESIGNS ON THESE LOTS MUST PROVIDE ADEQUATE CLEARANCE FOR ALL COMBUSTIBLE MATERIALS.

### PUBLIC SIDEWALK EASEMENT

A PUBLIC SIDEWALK EASEMENT IS HEREBY RESERVED OVER, UNDER AND UPON THE EXTERIOR 6.00 FEET OF ALL LOTS AND TRACTS PARALLEL WITH AND ADJACENT TO THE PUBLIC ROADS AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS.

### EASEMENT PROVISIONS

- A TRAIL EASEMENT UPON TRACT "Y" IS HEREBY RESERVED FOR AND GRANTED TO THE PUBLIC WITH THE RECORDING OF THIS PLAT. THE EASEMENT IS LIMITED TO THE PEDESTRIAN USE OF THE CONSTRUCTED TRAILS AND ASSOCIATED AMENITIES ONLY WITHIN SAID TRACTS. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE CONSTRUCTED TRAILS.
- A PRIVATE STORMWATER EASEMENT OVER, UNDER, AND UPON PORTIONS OF LOTS 112 THROUGH 117 INCLUSIVE, 119 THROUGH 129 INCLUSIVE, 137, AND LOTS 142 THROUGH 149 INCLUSIVE, AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO THE HOMEOWNER'S ASSOCIATION (HOA), ITS SUCCESSORS AND ASSIGNS, WITH THE RECORDING OF THIS PLAT FOR THE PURPOSE OF STORMWATER CONVEYANCE. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE STORMWATER CONVEYANCE IMPROVEMENTS WITHIN THE EASEMENT AREA, AND SHALL HAVE RIGHT OF ACCESS OVER SAID LOTS TO PERFORM SUCH RESPONSIBILITIES, AND FOLLOWING SUCH USE SHALL RESTORE THE EASEMENT AREA TO ITS PRIOR CONDITION AS NEAR AS POSSIBLE.

### TRACT NOTES

- TRACTS "W", "Y", "Z", "88" AND "CC" ARE HEREBY CONVEYED TO THE HOMEOWNER'S ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT FOR COMMUNITY PARKING. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE TRACT AND THE PARKING IMPROVEMENTS THEREIN.
- TRACT "X" IS HEREBY CONVEYED TO THE CITY OF CAMAS UPON RECORDING OF THIS PLAT FOR THE PURPOSE OF WATER PUMP STATION MANAGEMENT. THE CITY OF CAMAS SHALL BE RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND REPAIR OF THE WATER PUMP STATION MANAGEMENT FACILITIES THEREIN.
- TRACT "Z" IS HEREBY CONVEYED TO THE HOMEOWNER'S ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT FOR THE PURPOSE OF OPEN SPACE. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE TRACT AND ITS IMPROVEMENTS.
- TRACT "Y" IS HEREBY CONVEYED TO THE HOMEOWNER'S ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT FOR THE PURPOSE OF PUBLIC TRAIL AND OPEN SPACE. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE TRACT AND ITS IMPROVEMENTS. THE TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN THAT TRAIL EASEMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 5578392 SHALL APPLY.

### TRAIL NOTE

ALL LOTS SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY. THE CONSTRUCTED SIZE, LOCATION, AND ROUTE MAY VARY FROM WHAT IS SHOWN HEREON.

FRONT YARD	20'
SIDE YARD**	5'
STREET SIDE YARD	10'
REAR YARD**	20'/15'
CORNER LOT REAR YARD	10'

\*SETBACKS MAY BE MODIFIED AS APPROVED BY THE CITY OF CAMAS  
\*\*5' SIDE YARD SETBACK UNLESS SHOWN OTHERWISE HEREON  
\*\*\*2 STORY HOMES SHALL HAVE A 20' REAR YARD SETBACK (SHOWN)  
\*\*\*\*1 & 1.5 STORY HOMES SHALL HAVE A 15' REAR YARD SETBACK

LOT LINE	DISTANCE
117/TRACT Z	11.85
141/TRACT AA	12.00
118/119	13.85
119/120	13.85
162/163	11.70

### LAND INVENTORY

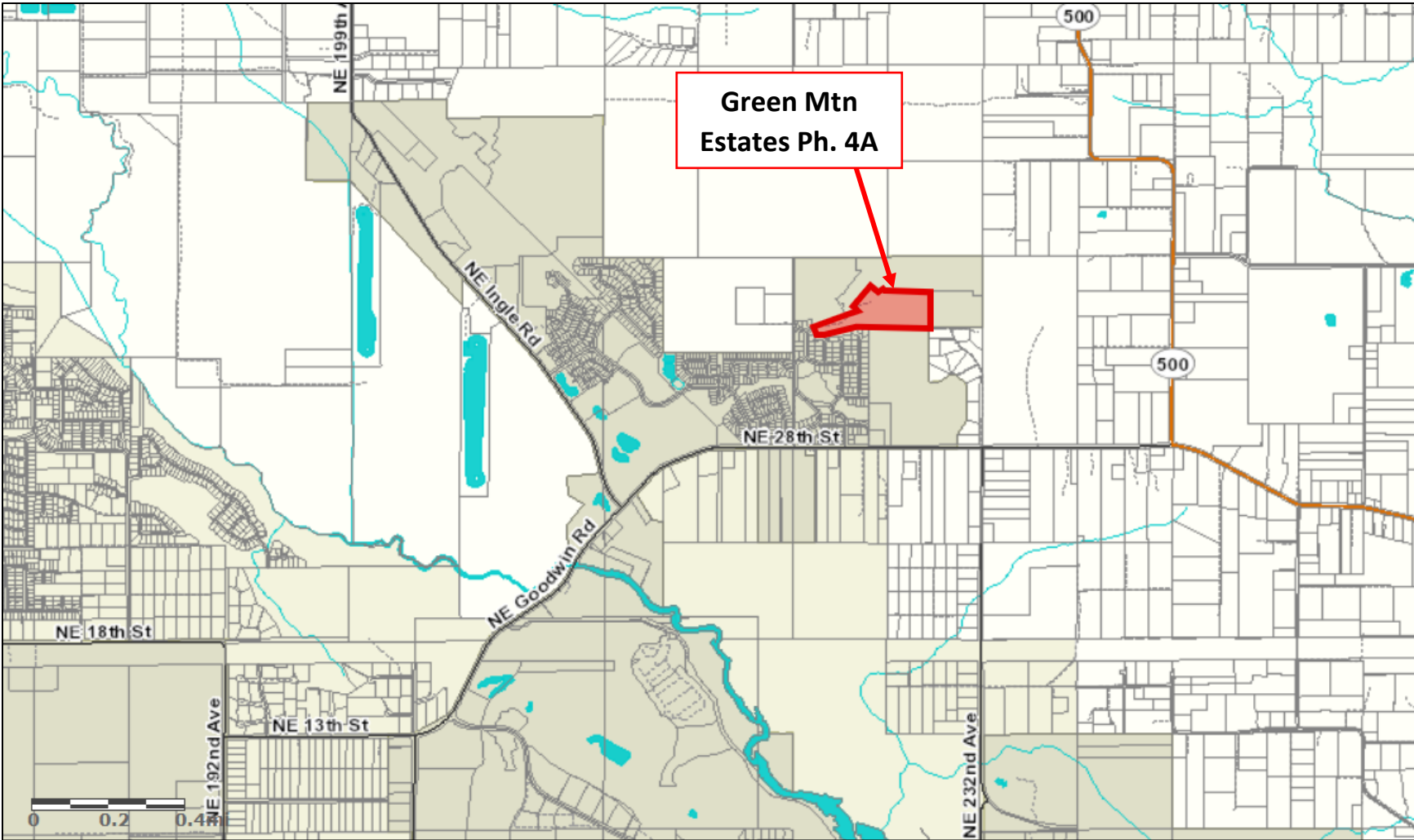
TOTAL ACREAGE: 14.66 AC.  
 (PLAT PERIMETER)  
 TOTAL DEVELOPED ACREAGE: 13.55 AC.  
 (PLAT PERIMETER EXCLUDING TRACTS V, Z)  
 TOTAL LOT AREA: 9.31 AC.  
 (EXCLUDES ALL TRACTS & RIGHT-OF-WAY)  
 TOTAL INFRASTRUCTURE AREA: 3.90 AC.  
 (RIGHT-OF-WAY & TRACT X)  
 TOTAL PARKING AREA: 0.34 AC.  
 (TRACTS W, Y, AA, BB, CC)  
 TOTAL OPEN SPACE: 1.11 AC.  
 (TRACTS V, Z)



PG. 2 OF 2 JOB# 9595.01.04

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**OLSON ENGINEERS**  
 ENGINEERING INC. 222 E. EVERGREEN BLVD, YACOMCREEK, WA 98660  
 1-360-695-1385  
 1-360-289-8936



## ~ PROCLAMATION ~

WHEREAS, Each February, Black History Month serves as both a celebration and a powerful reminder that Black history is American history. We use this month to honor the rich history and contributions made by African Americans who have helped shape our city, state and nation.

WHEREAS, Black History Month was first proposed by Dr. Carter G. Woodson who is known as the “Father of Black History Month” and centers on the struggles and triumphs of African Americans to provide a more robust story of America and the diversity that makes this country unique.

WHEREAS, the 2022 national theme for observance is: “Black Health and Wellness”. This focus helps celebrate the contributions and breakthroughs of Black professionals, as well as speaking to the cultural richness of those “non-traditional” health and wellness practitioners.

WHEREAS, the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

WHEREAS, African Americans locally have and continue to make substantial contributions to industries of all kinds in our region and beyond; and

WHEREAS, African American leaders and innovators have and continue to leave an indelible imprint on our community by presenting an example of the rewards of hard work and perseverance. We honor and celebrate those contributions - past and present - throughout the month of February; and

WHEREAS, the City of Camas recognizes that racial and ethnic diversity enriches our community; and acknowledges the challenges that African Americans face in achieving equity, opportunity, and social mobility; and

WHEREAS, Diversity, Equity, Inclusion, and Belonging are priorities, and we are committed to working with our community to eradicate racism in all forms to provide an inclusive, safe, resilient, and sustainable future; and

WHEREAS, the City of Camas is proud to honor the history and contributions of African Americans in our community, throughout our region, state, and nation. We are determined to work toward eliminating disparities in communities of color, and creating a better future ensuring safety, trust, and belonging for all in our community.

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim  
February 2022, as:

***“Black History Month”***

in the City of Camas, and encourage all citizens this month, and throughout the year to observe, celebrate, and honor Black history and culture in our efforts to create a world that is more just, peaceful, and prosperous for all through appropriate programs, ceremonies, and activities.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 7<sup>th</sup> day of February 2022.

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Steve Hogan, Mayor

## 2022 COUNCIL APPOINTMENT

Item 10.

<b>Board/ Committee/ Commission</b>	<b>Full Name</b>	<b>Position</b>
Columbia River Economic Development Council (CREDC)	Tim Hein	Alternate



# Staff Report

February 7, 2022 Council Regular Meeting

Ostenson Canyon Stormwater and Roadway Repairs Bids

Presenter: James Carothers, Engineering Manager and Shawn MacPherson, City Attorney

Time Estimate: 10 minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

**BACKGROUND:** Construction of the Ostenson Canyon Stormwater and Roadway Repairs is crucial to eradicate existing and future scouring and erosion along the south side of this roadway just west of NW 18<sup>th</sup> Loop. A winterization project was recently completed for roadway safety. This winterizing is not intended to last more than one rain season. Delivery times for structural steel and timber are currently in the range of 4 to 5 months. It is important to advance this project to complete construction in 2022.

**SUMMARY:** Bids were opened on January 26, 2022. The Engineering Estimate is \$748,795. There were three bidders and the low bidder, Odyssey Contracting, LLC has bid irregularities that require a determination from Council. Odyssey’s bid is \$888,320.20. The second low bidder, Western United Civil Group, LLC, bid \$1,079,592.

Odyssey neglected to register on the bidders list. Staff has required bidders to register on the bidders list so that there are no missed potential addenda to the bid package. There were no addenda for this bid advertisement.

Odyssey also failed to provide a unit cost for bid item 56. The bid specifications require that a bid must be rejected if any unit costs cannot be determined from the bid proposal. Staff was able to extrapolate a unit cost for bid item 56 by using the overall bid amount from Odyssey.

Council will be asked to decide whether Odyssey’s bid proposal has minor or major irregularities. If Council deems Odyssey’s bid to have major irregularities, Odyssey’s bid must be rejected. If Council rules these irregularities are minor, Council must decide whether to accept or reject Odyssey’s bid.

Upon ruling on Odyssey’s bid, staff recommends that Council award the project to the lowest responsible bidder.



**Photo of the Ostenson Canyon Winterization Measures**

**EQUITY CONSIDERATIONS:**

What are the desired results and outcomes for this agenda item?

Bid award for summer construction.

What's the data? What does the data tell us?

Repairs to the eroding slope are urgent.

How have communities been engaged? Are there opportunities to expand engagement?

Neighbors have been contacted regarding the pending plans of the project.

Who will benefit from, or be burdened by this agenda item?

Citizens will benefit from these safety improvements.

What are the strategies to mitigate any unintended consequences?

Engineering staff closely monitors and manages construction.



Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

No.

Will this agenda item improve ADA accessibilities for people with disabilities?

Yes.

What potential hurdles exists in implementing this proposal (include both operational and political)?

Regardless of who the project is awarded to, additional funds will be needed to complete this project.

How will you ensure accountabilities, communicate, and evaluate results?

Engineering staff closely monitors and manages construction. Results will be reported to Council.

How does this item support a comprehensive plan goal, policy or other adopted resolution?

T-1.2: Support the need for regular street maintenance, safety and efficiency improvements, and access management measures.

**BUDGET IMPACT:** This project is funded by the Stormwater Utility and General Fund, including money from the most recent General Obligation Bond issuance. Staff recommends that cost overages be addressed in the Spring Omnibus.

**RECOMMENDATION:** Staff and the City Attorney will explain the bidding rules and provide an opinion on Odyssey's irregularities. Ultimately, staff recommends that the lowest responsible bidder, as determined by Council decision on the irregularities, be awarded the contract.



I, James E. Carothers, Engineering Manager hereby certify that these bid tabulations are correct.

DocuSigned by:  
James E. Carothers  
222ADA9D2B934F1...

1/27/2022

James E. Carothers

Date

PROJECT NO. D1005				Engineer's Estimate:		Odyssey Contracting, LLC		Western United Civil Group, LLC	
DESCRIPTION: Ostenson Canyon Stormwater and Roadway Repair - Phase 1				\$748,795.00		PO Box 2761		PO Box 236	
DATE OF BID OPENING: January 26, 2022, 10:00AM				Ent. By PAF		Battle Ground, WA 98604		Yacolt, WA 98675	
						360-666-9849		360-450-7378	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
<b>Schedule 'A'</b>									
1	Mobilization	LS	1.00	\$76,000.00	\$76,000.00	\$57,000.00	\$57,000.00	\$100,000.00	\$100,000.00
2	Construction Surveying	LS	1.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
3	SPCC Plan	LS	1.00	\$1,000.00	\$1,000.00	\$150.00	\$150.00	\$350.00	\$350.00
4	Project Temporary Traffic Control	LS	1.00	\$20,000.00	\$20,000.00	\$7,500.00	\$7,500.00	\$30,000.00	\$30,000.00
5	Construction Staging and Access Plan	LS	1.00	\$30,000.00	\$30,000.00	\$150.00	\$150.00	\$500.00	\$500.00
6	Construction Documentation (minimum bid \$20,000)	LS	1.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
7	Minor Change	EST	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
8	Clearing and Grubbing	LS	1.00	\$5,000.00	\$5,000.00	\$5,450.00	\$5,450.00	\$13,000.00	\$13,000.00
9	Clearing and Grubbing (off-site)	SY	960.00	\$3.00	\$2,880.00	\$6.80	\$6,528.00	\$10.00	\$9,600.00
10	Removal of Structures and Obstructions	LS	1.00	\$7,500.00	\$7,500.00	\$19,000.00	\$19,000.00	\$4,000.00	\$4,000.00
11	Roadway Excavation Incl. Haul	CY	230.00	\$30.00	\$6,900.00	\$30.00	\$6,900.00	\$43.00	\$9,890.00
12	Gravel Borrow Incl. Haul	CY	50.00	\$30.00	\$1,500.00	\$68.00	\$3,400.00	\$115.00	\$5,750.00
13	Embankment Compaction	CY	10.00	\$5.00	\$50.00	\$12.00	\$120.00	\$60.00	\$600.00
14	Structure Excavation Class A Incl. Haul	CY	225.00	\$50.00	\$11,250.00	\$30.00	\$6,750.00	\$60.00	\$13,500.00
15	Tree Removal	EA	15.00	\$1,000.00	\$15,000.00	\$450.00	\$6,750.00	\$3,000.00	\$45,000.00
16	Crushed Surfacing Base Course	TON	190.00	\$35.00	\$6,650.00	\$39.00	\$7,410.00	\$50.00	\$9,500.00
17	HMA CL 1/2" PG 58H-22	TON	80.00	\$120.00	\$9,600.00	\$160.00	\$12,800.00	\$190.00	\$15,200.00
18	Commercial HMA	TON	25.00	\$150.00	\$3,750.00	\$160.00	\$4,000.00	\$190.00	\$4,750.00
19	Planing Bituminous Payment	SY	280.00	\$18.00	\$5,040.00	\$24.00	\$6,720.00	\$20.00	\$5,600.00
20	Gravel Backfill for Wall	CY	350.00	\$60.00	\$21,000.00	\$70.00	\$24,500.00	\$80.00	\$28,000.00
21	Concrete Stairs with Handrail	EA	1.00	\$5,000.00	\$5,000.00	\$10,200.00	\$10,200.00	\$6,000.00	\$6,000.00
22	Shaft - 36 In. Diameter	LF	420.00	\$200.00	\$84,000.00	\$358.26	\$150,469.20	\$450.00	\$189,000.00
23	Furnishing Soldier Pile	LF	580.00	\$150.00	\$87,000.00	\$108.75	\$63,075.00	\$115.00	\$66,700.00
24	Lagging	SF	1,250.00	\$25.00	\$31,250.00	\$35.00	\$43,750.00	\$40.00	\$50,000.00
25	Concrete Fascia Panel	SF	1,250.00	\$40.00	\$50,000.00	\$50.00	\$62,500.00	\$55.00	\$68,750.00
26	Prefabricated Drainage Mat	SY	70.00	\$20.00	\$1,400.00	\$100.00	\$7,000.00	\$100.00	\$7,000.00
27	Permanent Ground Anchor	EA	9.00	\$5,800.00	\$52,200.00	\$8,000.00	\$72,000.00	\$9,000.00	\$81,000.00
28	Permanent Ground Anchor Performance Test	EA	7.00	\$1,200.00	\$8,400.00	\$950.00	\$6,650.00	\$1,000.00	\$7,000.00
29	Permanent Ground Anchor Verification Test	LS	1.00	\$15,000.00	\$15,000.00	\$1,500.00	\$1,500.00	\$1,700.00	\$1,700.00
30	Ductile Iron Storm Sewer Pipe 12 In. Diam.	LF	56.00	\$100.00	\$5,600.00	\$180.00	\$10,080.00	\$180.00	\$10,080.00
31	Schedule A Storm Sewer Pipe 24 In. Diam.	LF	150.00	\$150.00	\$22,500.00	\$145.00	\$21,750.00	\$250.00	\$37,500.00
32	Roof Drain Connection	LS	1.00	\$2,000.00	\$2,000.00	\$6,500.00	\$6,500.00	\$2,000.00	\$2,000.00
33	Connection to Existing Storm Pipe	EA	2.00	\$1,500.00	\$3,000.00	\$430.00	\$860.00	\$900.00	\$1,800.00
34	Catch Basin Type 1	EA	1.00	\$2,500.00	\$2,500.00	\$3,200.00	\$3,200.00	\$2,600.00	\$2,600.00
35	Catch Basin Type 2 60 In. Diam.	EA	1.00	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00	\$10,000.00	\$10,000.00
36	Manhole 60 In. Diam. Type 1 with Galvanized Sheeting	EA	1.00	\$7,500.00	\$7,500.00	\$17,000.00	\$17,000.00	\$19,000.00	\$19,000.00
37	Manhole 60 In. Diam. Type 1	EA	2.00	\$5,000.00	\$10,000.00	\$7,200.00	\$14,400.00	\$10,000.00	\$20,000.00
38	Odor Control Insert	EA	1.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
39	Rotate Sanitary Manhole Lid	EA	1.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,400.00	\$1,400.00
40	Trench Safety System	LF	150.00	\$2.00	\$300.00	\$4.00	\$600.00	\$60.00	\$9,000.00
41	Removal and Replacement of Unsuitable Mater	CY	10.00	\$35.00	\$350.00	\$100.00	\$1,000.00	\$75.00	\$750.00
42	Relocate Air Release Valve	EA	1.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
43	ESC Lead	DAY	8.00	\$150.00	\$1,200.00	\$30.00	\$240.00	\$90.00	\$720.00
44	Inlet Protection	EA	3.00	\$100.00	\$300.00	\$100.00	\$300.00	\$90.00	\$270.00
45	Silt Fence	LF	240.00	\$10.00	\$2,400.00	\$6.00	\$1,440.00	\$6.00	\$1,440.00
46	Biobag	EA	4.00	\$10.00	\$40.00	\$100.00	\$400.00	\$30.00	\$120.00
47	Street Cleaning	HR	8.00	\$160.00	\$1,280.00	\$80.00	\$640.00	\$300.00	\$2,400.00
48	PSIPE Mitigation Trees	EA	30.00	\$400.00	\$12,000.00	\$1,157.00	\$34,710.00	\$300.00	\$9,000.00
49	Bark or Wood Chip Mulch	SY	41.00	\$15.00	\$615.00	\$8.00	\$328.00	\$26.00	\$1,066.00
50	Seeding, Fertilizing, and Mulching	ACRE	0.08	\$8,000.00	\$640.00	\$38,137.50	\$3,051.00	\$22,000.00	\$1,760.00
51	Fine Compost	SY	41.00	\$15.00	\$615.00	\$8.00	\$328.00	\$26.00	\$1,066.00
52	Landscape Restoration	LS	1.00	\$2,000.00	\$2,000.00	\$1,838.00	\$1,838.00	\$6,000.00	\$6,000.00
53	Cement Conc. Traffic Curb	LF	80.00	\$25.00	\$2,000.00	\$45.00	\$3,600.00	\$55.00	\$4,400.00
54	Cement Conc. Traffic Curb & Gutter	LF	140.00	\$25.00	\$3,500.00	\$70.00	\$9,800.00	\$60.00	\$8,400.00
55	Cement Conc. Traffic Curb & Gutter (High Side)	LF	75.00	\$25.00	\$1,875.00	\$80.00	\$6,000.00	\$60.00	\$4,500.00
56	Cement Conc. Driveway Entrance Type 1	EA	1.00	\$200.00	\$200.00	*\$9,618.00	\$9,618.00	\$4,000.00	\$4,000.00
57	Beam Guardrail Type 31	LF	115.00	\$50.00	\$5,750.00	\$96.00	\$11,040.00	\$48.00	\$5,520.00
58	Beam Guardrail Type 31 Non-Flared Terminal	EA	1.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00
59	Coated Chain Link Fence Type 1 With Top Rail	LF	270.00	\$60.00	\$16,200.00	\$90.00	\$24,300.00	\$115.00	\$31,050.00
60	Coated Chain Link Fence Type 6 With Top Rail	LF	20.00	\$50.00	\$1,000.00	\$194.00	\$3,880.00	\$115.00	\$2,300.00
61	Coated End, Gate, Corner, and Pull Post for Chain Link Fence	EA	22.00	\$300.00	\$6,600.00	\$450.00	\$9,900.00	\$350.00	\$7,700.00
62	Cement Conc. Sidewalk	SY	50.00	\$90.00	\$4,500.00	\$125.00	\$6,250.00	\$100.00	\$5,000.00
63	Cement Conc. Thickened Edge Sidewalk	SY	11.00	\$110.00	\$1,210.00	\$165.00	\$1,815.00	\$200.00	\$2,200.00
64	Cement Conc. Curb Ramp Type Parallel	EA	2.00	\$3,000.00	\$6,000.00	\$4,000.00	\$8,000.00	\$2,500.00	\$5,000.00
65	Remove and Reset Existing Mailboxes	LS	1.00	\$1,500.00	\$1,500.00	\$824.00	\$824.00	\$2,500.00	\$2,500.00
66	Permanent Signing	LS	1.00	\$2,500.00	\$2,500.00	\$2,906.00	\$2,906.00	\$600.00	\$600.00
67	Pavement Markings	LS	1.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$7,560.00	\$7,560.00
68	Gabion Cribbing	CY	15.00	\$250.00	\$3,750.00	\$450.00	\$6,750.00	\$800.00	\$12,000.00
69	Gabion Anchor Frame	LS	1.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$11,000.00	\$11,000.00
70	Segmental Block Retaining Wall	LS	1.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$7,500.00	\$7,500.00

<b>Street Subtotal</b>	<b>\$748,795.00</b>		<b>\$888,320.20</b>	<b>\$1,079,592.00</b>
<b>Washington State Sales Tax (0%)</b>	N/A		N/A	N/A
<b>Schedule A Total</b>	<b>\$748,795.00</b>		<b>\$888,320.20</b>	<b>\$1,079,592.00</b>
<b>Contract Total (Basis of Award - Schedules A)</b>	<b>\$748,795.00</b>		<b>\$888,320.20</b>	<b>\$1,079,592.00</b>

Bidder was not on Bidders List  
Unit cost not provided for  
Bid Item #56, \$9,618.00  
was extrapolated based on  
the overall bid amount

PROJECT NO. D1005				Granite Construction Company	
DESCRIPTION: Ostenson Canyon Stormwater and Roadway Repair - Phase 1				16821 SE McGillivray Blvd., Ste. B210	
DATE OF BID OPENING: January 26, 2022, 10:00AM				Vancouver, WA 98683	
				Ent. By PAF 360-254-0978	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL
<b>Schedule 'A'</b>					
1	Mobilization	LS	1.00	\$120,400.40	\$120,400.40
2	Construction Surveying	LS	1.00	\$10,000.00	\$10,000.00
3	SPCC Plan	LS	1.00	\$500.00	\$500.00
4	Project Temporary Traffic Control	LS	1.00	\$120,000.00	\$120,000.00
5	Construction Staging and Access Plan	LS	1.00	\$20,000.00	\$20,000.00
6	Construction Documentation (minimum bid \$20,000)	LS	1.00	\$20,000.00	\$20,000.00
7	Minor Change	EST	1.00	\$5,000.00	\$5,000.00
8	Clearing and Grubbing	LS	1.00	\$10,000.00	\$10,000.00
9	Clearing and Grubbing (off-site)	SY	960.00	\$13.00	\$12,480.00
10	Removal of Structures and Obstructions	LS	1.00	\$11,000.00	\$11,000.00
11	Roadway Excavation Incl. Haul	CY	230.00	\$115.00	\$26,450.00
12	Gravel Borrow Incl. Haul	CY	50.00	\$120.00	\$6,000.00
13	Embankment Compaction	CY	10.00	\$160.00	\$1,600.00
14	Structure Excavation Class A Incl. Haul	CY	225.00	\$105.00	\$23,625.00
15	Tree Removal	EA	15.00	\$3,000.00	\$45,000.00
16	Crushed Surfacing Base Course	TON	190.00	\$70.00	\$13,300.00
17	HMA CL 1/2" PG 58H-22	TON	80.00	\$240.00	\$19,200.00
18	Commercial HMA	TON	25.00	\$250.00	\$6,250.00
19	Planing Bituminous Payment	SY	280.00	\$20.00	\$5,600.00
20	Gravel Backfill for Wall	CY	350.00	\$135.00	\$47,250.00
21	Concrete Stairs with Handrail	EA	1.00	\$5,000.00	\$5,000.00
22	Shaft - 36 In. Diameter	LF	420.00	\$500.00	\$210,000.00
23	Furnishing Soldier Pile	LF	580.00	\$110.00	\$63,800.00
24	Lagging	SF	1,250.00	\$43.00	\$53,750.00
25	Concrete Fascia Panel	SF	1,250.00	\$59.00	\$73,750.00
26	Prefabricated Drainage Mat	SY	70.00	\$116.38	\$8,146.60
27	Permanent Ground Anchor	EA	9.00	\$10,000.00	\$90,000.00
28	Permanent Ground Anchor Performance Test	EA	7.00	\$1,000.00	\$7,000.00
29	Permanent Ground Anchor Verification Test	LS	1.00	\$1,500.00	\$1,500.00
30	Ductile Iron Storm Sewer Pipe 12 In. Diam.	LF	56.00	\$200.00	\$11,200.00
31	Schedule A Storm Sewer Pipe 24 In. Diam.	LF	150.00	\$325.00	\$48,750.00
32	Roof Drain Connection	LS	1.00	\$3,000.00	\$3,000.00
33	Connection to Existing Storm Pipe	EA	2.00	\$3,000.00	\$6,000.00
34	Catch Basin Type 1	EA	1.00	\$4,000.00	\$4,000.00
35	Catch Basin Type 2 60 In. Diam.	EA	1.00	\$6,000.00	\$6,000.00
36	Manhole 60 In. Diam. Type 1 with Galvanized Sheeting	EA	1.00	\$21,000.00	\$21,000.00
37	Manhole 60 In. Diam. Type 1	EA	2.00	\$10,000.00	\$20,000.00
38	Odor Control Insert	EA	1.00	\$1,500.00	\$1,500.00
39	Rotate Sanitary Manhole Lid	EA	1.00	\$1,000.00	\$1,000.00
40	Trench Safety System	LF	150.00	\$30.00	\$4,500.00
41	Removal and Replacement of Unsuitable Mater	CY	10.00	\$150.00	\$1,500.00
42	Relocate Air Release Valve	EA	1.00	\$6,500.00	\$6,500.00
43	ESC Lead	DAY	8.00	\$100.00	\$800.00
44	Inlet Protection	EA	3.00	\$100.00	\$300.00
45	Silt Fence	LF	240.00	\$7.00	\$1,680.00
46	Biobag	EA	4.00	\$20.00	\$80.00
47	Street Cleaning	HR	8.00	\$400.00	\$3,200.00
48	PSIPE Mitigation Trees	EA	30.00	\$500.00	\$15,000.00
49	Bark or Wood Chip Mulch	SY	41.00	\$22.00	\$902.00
50	Seeding, Fertilizing, and Mulching	ACRE	0.08	\$40,000.00	\$3,200.00
51	Fine Compost	SY	41.00	\$20.00	\$820.00
52	Landscape Restoration	LS	1.00	\$2,000.00	\$2,000.00
53	Cement Conc. Traffic Curb	LF	80.00	\$50.00	\$4,000.00
54	Cement Conc. Traffic Curb & Gutter	LF	140.00	\$55.00	\$7,700.00
55	Cement Conc. Traffic Curb & Gutter (High Side)	LF	75.00	\$60.00	\$4,500.00
56	Cement Conc. Driveway Entrance Type 1	EA	1.00	\$2,500.00	\$2,500.00
57	Beam Guardrail Type 31	LF	115.00	\$70.00	\$8,050.00
58	Beam Guardrail Type 31 Non-Flared Terminal	EA	1.00	\$4,200.00	\$4,200.00
59	Coated Chain Link Fence Type 1 With Top Rail	LF	270.00	\$50.00	\$13,500.00
60	Coated Chain Link Fence Type 6 With Top Rail	LF	20.00	\$55.00	\$1,100.00
61	Coated End, Gate, Corner, and Pull Post for Chain Link Fence	EA	22.00	\$125.00	\$2,750.00
62	Cement Conc. Sidewalk	SY	50.00	\$95.00	\$4,750.00
63	Cement Conc. Thickened Edge Sidewalk	SY	11.00	\$105.00	\$1,155.00
64	Cement Conc. Curb Ramp Type Parallel	EA	2.00	\$2,500.00	\$5,000.00
65	Remove and Reset Existing Mailboxes	LS	1.00	\$350.00	\$350.00
66	Permanent Signing	LS	1.00	\$2,000.00	\$2,000.00
67	Pavement Markings	LS	1.00	\$6,000.00	\$6,000.00
68	Gabion Cribbing	CY	15.00	\$800.00	\$12,000.00
69	Gabion Anchor Frame	LS	1.00	\$7,000.00	\$7,000.00
70	Segmental Block Retaining Wall	LS	1.00	\$10,000.00	\$10,000.00

<b>Street Subtotal</b>	<b>\$1,296,089.00</b>
<b>Washington State Sales Tax (0%)</b>	<b>N/A</b>
<b>Schedule A Total</b>	<b>\$1,296,089.00</b>
<b>Contract Total (Basis of Award - Schedules A)</b>	<b>\$1,296,089.00</b>

## ORDINANCE NO. 22-001

AN ORDINANCE adopting a new Section 1.04.065 and amending certain provisions of the Camas Municipal Code relating to legal holidays.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

## Section I

A new Section 1.04.065 of the Camas Municipal Code is hereby adopted to provide as follows:

## 1.04.065 – Holidays

A. The following holidays are adopted as legal holidays for the City: The first day of January (New Year’s Day); the third Monday of January (Martin Luther King, Jr.’s Birthday); the third Monday of February (President’s Day); the last Monday of May (Memorial Day); the nineteenth day of June (Juneteenth); the fourth day of July (Independence Day); the first Monday in September (Labor Day); the eleventh day in November (Veteran’s Day); the fourth Thursday and Friday in November (Thanksgiving holiday); and the twenty-fifth day of December (Christmas Day).

B. Whenever a legal holiday falls upon a Sunday, the following Monday shall be a legal holiday, and whenever any legal holiday falls upon a Saturday, the preceding Friday shall be a legal holiday.

C. Any reference to “holiday” or “holiday time” providing for a day of time off without compensation within the terms of employment for all represented and non-represented positions of the City shall include the legal holidays as set forth herein. Any additional floating holiday or holiday time allowed for said positions shall be as otherwise provided by contract or the terms of employment.

D. Whenever used in the Ordinances of the City of Camas the terms “holiday” or “legal holiday” shall be construed as defined herein unless a different meaning is specifically defined and

more particularly directed to the use of such terms.

Section II

Section 2.04.020 – Meetings – Time – Designation is hereby amended to provide as follows:

The city council shall meet on the first and third Mondays of each month at the hour of seven p.m.; provided, however, that in the event either of said Mondays shall fall on a legal holiday, such council meeting shall be held on the following Tuesday at the same hour; and provided further, that in those years that a fourth Monday shall be December 24th, such council meeting shall be held on the following Wednesday at the same hour.

Section III

Section 2.04.050 – Workshops is hereby amended to provide as follows:

The city council shall conduct workshop meetings on the first and third Mondays of each month at the hour of four-thirty p.m.; provided, however, that in the event either of such Mondays shall fall on a legal holiday, such workshop meetings shall be held on the following Tuesday at the same hour. No final action as that term is defined in the Open Public Meetings Act shall be taken at any workshop meeting.

Section IV

This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this 7<sup>th</sup> day of February, 2022.

SIGNED: \_\_\_\_\_  
Mayor

APPROVED as to form:

ATTEST: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
City Attorney

## RESOLUTION NO. 22-001

A RESOLUTION pursuant to RCW 35A.11.010 adopting a policy to encourage the use of products and services that are made in the United States of America for public works and other supply contracts entered into by the City of Camas.

WHEREAS, the City of Camas is a non-charter code city governed by the provisions of RCW Title 35A, the Optional Municipal Code; and

WHEREAS, RCW 35A.11.020 grants each code city the power to organize and regulate its internal affairs and to adopt and enforce ordinances of all kinds; and

WHEREAS, the legislative body of a code city has all powers under the Constitution of the State of Washington which are not specifically denied by state law; and

WHEREAS, RCW 35A.11.010 provides an enumerated power to the legislative body of a code city to contract and be contracted with; and

WHEREAS, pursuant to RCW 35A.12.100 the Mayor of a code city is designated as the chief executive and administrative officer of the city, in charge of all departments and employees and is mandated to see that all contracts and agreements made with the city or for its use and benefit are faithfully kept and performed; and

WHEREAS, the City Council of the City of Camas, while recognizing the exercise of general control over the City's contracting and agreement activities, pursuant to RCW 35A.11.010 has heretofore, in recognition of facilitating administrative efficiency and providing for cost savings to the City, provided for such reasonable delegation of contracting authority to the mayor or designee by adoption of Resolution 21-002; and

WHEREAS, at the Federal level, Congress has enacted a number of Federal funding restrictions associated with ensuring that Federal agencies purchase items that are produced or manufactured in the United States, subject to various exceptions and exemptions; and

WHEREAS, the three major domestic content laws include the Buy American Act of 1933, the Trade Agreement Act of 1979, and the Berry Amendment, all of which specifically provide for procurement related restrictions as well as a number of specific exceptions or circumstances which may only be applied following itemized review by the procurement agency; and

WHEREAS, in 2021 President Biden signed Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" which launched a whole-of-government initiative to strengthen the use of Federal procurement to support American manufacturing; and

WHEREAS, the City Council of the City of Camas finds that maximizing the creation of American jobs and restoring economic growth would be facilitated through the use of products and services that are made in the United States of America whenever and wherever possible; and

WHEREAS, City staff in administering contracts subject to the domestic content laws at the Federal level which includes certain Washington State Department of Transportation projects have prior experience associated with ensuring domestic end suppliers are utilized and have outlined the extensive documentation which is required for compliance thereof; and

WHEREAS, the City Council further finds that establishment of a mandate which otherwise requires all City public works and supply contracts to be limited to domestic end suppliers only and requires city staff to determine the extent thereof and the applicability of any exceptions, would potentially create prohibitive time-consuming and costs to the City; and

WHEREAS, in or about 2006 the City Council considered this same matter and City administration at that time established for public works projects the inclusion of the following statement in all call for bids thereof: “American Made – in an effort to maximize the creation of American jobs and restoring economic growth, the City of Camas encourages the use of products and services that are made in the United States of America whenever and wherever possible.”;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY

OF CAMAS AS FOLLOWS:

Section I

In recognition of the importance to the American economy and in the spirit of the Federal laws noted herein the City Council of the City of Camas hereby establishes a general policy under RCW 35A.11.010 to encourage the use of products and services that are made in the United States of America whenever and wherever possible for all public works and supply contracts entered into by the City of Camas.

ADOPTED by the Council at a regular meeting this 7<sup>th</sup> day of February, 2022.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 22-002

A RESOLUTION amending Section IVB of Resolution 20-005 relating to public comments.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I

Resolution 20-005 was heretofore adopted on March 16, 2020. This Resolution is intended to replace the terms of Section IVB only of said Resolution.

II

Section IVB of Resolution 20-005 relating to public comments is hereby amended to provide as follows:

B. Any person speaking during the public comment portion of any meeting, or who otherwise provides written or electronic communication in lieu thereof, shall state their name and city of residence for the record and, at their option, a physical address.

III

In all other respects Resolution 20-005 shall remain in full force and effect.

PASSED by the Council of the City of Camas and approved by the Mayor this 7th day of February, 2022.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney



# RESIDENT ENGAGEMENT MEETING GUIDELINES

In Washington State, council meetings are bound by parliamentary principles; which provide the rules and guidelines for the conduct of public meetings.

## MEETING STRUCTURE

- Mayor is the presider of the meeting
- Agenda is to be followed, may be changed by Council
- Comments or behavior not allowed:
  - Name-calling or personal attacks; obscene or indecent remarks; derogatory comments to personalities
  - Advertising or promoting the sale of products, services or private enterprise
  - Promotion of candidates running for public office, upcoming ballot measures, contest or lotteries
  - Any speech/actions that disrupt or impede the orderly conduct of the public meeting
- Comment periods are provided at the beginning and close of Council meetings for one-way communication to Council, although public comment periods in public meetings are not a requirement



## PUBLIC COMMENT GUIDELINES

- Comment time-limit is 3 minutes; state what you support, oppose, suggest, or are calling attention to
  - Clearly state your name and city of residence (note- some with Camas addresses are Vancouver residents – in that case your city of residence in Vancouver. Contact City Clerk for more information)
- Address comments to “Council”; not individual members, staff, or audience members
- Handouts may be distributed to supplement your comment
- Comment time may NOT be added to/donated to other speakers
- If a response is requested, contact the city at [administration@cityofcamas.us](mailto:administration@cityofcamas.us) or 360-834-6864
- Per Resolution 20-005, comments are a one-way communication to → Council
- Mayor will terminate comments beyond allotted time, or violate comment/behavior guidelines
- To address Council outside of speaking in public, email [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us), or mail/deliver to City Hall 616 NE 4<sup>th</sup> Avenue

## SUGGESTED PREPARATIONS

- Before addressing issues in a public meeting, consider [contacting staff](#) first, and if no satisfied resolution, contact your [Council representative](#) directly
- Comments about Public Hearing items, are to be made during that portion of agenda
- Quasi-judicial items not allowed during City Council public comment periods; utilize the avenue specified for those
- For well-organized comments, it’s recommended to prepare them in writing:
  - “I am here to support/oppose/call attention to ...”
  - State why you are making this point; so Council is aware of reasons for concern
  - State what will be changed or improved if your viewpoint is considered
  - State what you would like Council to consider doing in response to your viewpoint