



## City Council Regular Meeting Agenda Monday, May 06, 2024, 7:00 PM Council Chambers, 616 NE 4th AVE

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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 observe the meeting** (no public comment ability)

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

### **To participate in the meeting** (able to public comment)

- go to <https://us06web.zoom.us/j/88420605736>

(public comments may be submitted to [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us))

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## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **PUBLIC COMMENTS**

This is the public's opportunity to comment about any item on the agenda, including items up for final Council action.

## **CONSENT AGENDA**

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

1. [April 15, 2024 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [\\$65,128.52 PBS Engineering and Environmental Inc. Citywide Horizontal Curve Safety Improvements Professional Services Agreement Supplement 1](#)  
(Submitted by James Carothers, Engineering Manager)
4. [\\$206,027.66 Access Control Security Project](#)  
(Submitted by Michelle Jackson, Information Technology Director)
5. [Professional Services Agreement with OCD Automation for Wastewater Treatment Plant Programming and Hardware Updates](#)  
(Submitted by Rob Charles, Utilities Manager)
6. [\\$63,967.26 SDB Contracting Services Library Repairs Job Order Contract Bid Award with up to 10% Change Order Authorization](#)  
(Submitted by Will Noonan, Operations Manager)

7. [Memorandum of Understanding for Green Mountain Urban Village Real Property Donation](#)  
[\(Submitted by Shawn MacPherson, City Attorney\)](#)

## **NON-AGENDA ITEMS**

8. Staff
9. Council

## **MAYOR**

10. Mayor Announcements
11. [Taiwanese American Heritage Week Proclamation](#)
12. [Military Appreciation Month Proclamation](#)
13. [Water Safety Month Proclamation](#)
14. [Parks and Recreation Citizen Appointment](#)

## **MEETING ITEMS**

15. [Resolution No. 24-007 Interlocal Agreement with Clark County for Long-Term Watershed Management Partnership](#)  
[Presenter: Steve Wall, Public Works Director](#)  
[Time Estimate: 5 minutes](#)
16. [Public Hearing – Ordinance No. 24-007 Interim Accessory Dwelling Unit Code Amendments](#)  
[Presenter: Alan Peters, Community Development Director & Madeline Sutherland, Planner](#)  
[Time Estimate: 20 minutes](#)

## **PUBLIC COMMENTS**

## **CLOSE OF MEETING**



**City Council Workshop Minutes – Draft**  
**Monday, April 15, 2024, 4:30 PM**  
**Council Chambers, 616 NE 4th AVE**

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

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**CALL TO ORDER**

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

**ROLL CALL**

Present: Council Members Marilyn Boerke, John Nohr, Jennifer Senescu, and John Svilarich

Remote: Council Members Bonnie Carter, Tim Hein, and Leslie Lewallen

Staff: Sydney Baker, James Carothers, Carrie Davis, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Robert Maul, Will Noonan, Alan Peters, Doug Quinn, Bryan Rachal, Heidi Steffensen, Matthew Thorup, Connie Urquhart, Steve Wall, and Allen Westersund

Press: Kelly Moyer (Camas-Washougal Post Record, joined at 4:31 p.m.)

**PUBLIC COMMENTS**

John Spencer, Camas, thanked the City Council for their efforts.

**WORKSHOP TOPICS**

1. City and Clark County Lacamas Watershed Management Draft Interlocal Agreement  
Presenter: Steve Wall, Public Works Director

This item will be placed on the May 6, 2024 City Council Regular Meeting Agenda for Council's consideration.

2. Washington School Information Processing Cooperative (WISPC) Interlocal Agreement  
Presenter: Michelle Jackson, Information Technology Director

This item was placed on the April 15, 2024 Regular Meeting Consent Agenda for Council's consideration.

3. Library Repairs Job Order Contract  
Presenter: Will Noonan, Public Works Operations Manager

This item will be placed on the May 6, 2024 Regular Meeting Consent Agenda for Council's consideration.

4. Citywide Horizontal Curves Safety Project Professional Services Agreement Supplement 1  
Presenter: Allen Westersund, Engineer III

This item will be placed on the May 6, 2024 Regular Meeting Consent Agenda for Council's consideration.

5. Everett Street Corridor Analysis Project Update  
Presenter: Steve Wall, Public Works Director & James Carothers, Engineering Manager

This item was for Council's information only.

6. Our Camas 2045 – Community Conversation  
Presenter: Alan Peters, Community Development Director

This item was for Council's information only.

7. Staff Miscellaneous Updates  
Presenter: Doug Quinn, City Administrator

Quinn commented about the Regional Fire Authority (RFA) Committee.

Wall recognized Ole Helland, Wastewater Treatment Plant Operator, for 35 years of service with the City of Camas.

## **COUNCIL COMMENTS AND REPORTS**

Nohr attended the RFA committee meeting.

Carter commented about upcoming meetings she will be attending.

Lewallen thanked the City of Camas for their efforts and commented about citizen concerns regarding fireworks.

Hein commented about fireworks and next steps regarding Accessory Dwelling Units (ADU's).

Boerke attended the Camas-Washougal Port ribbon cutting for solar panels and commented about the RFA Committee and Law Enforcement Officers and Firefighters (LEOFF) Disability Board meeting.

Senescu commented about fireworks, Camas Days and about business parking downtown.

Hogan commented about the Camas High School Girls Basketball 4A State Championship.



## **PUBLIC COMMENTS**

No one from the public wished to speak.

## **CLOSE OF MEETING**

The meeting closed at 6:02 p.m.



**City Council Regular Meeting Minutes - Draft**  
**Monday, April 15, 2024, 7:00 PM**  
**Council Chambers, 616 NE 4th AVE**

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

## **CALL TO ORDER**

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

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

Present: Council Members Marilyn Boerke, John Nohr, Jennifer Senescu, and John Svilarich

Remote: Council Members Bonnie Carter and Leslie Lewallen

Excused: Council Member Tim Hein

Staff: Sydney Baker, Rob Charles, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Doug Quinn, Bryan Rachal, Heidi Steffensen, Matthew Thorup, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record (joined at 7:14 p.m.)

## **PUBLIC COMMENTS**

Ken Miles, Camas, commented about the City of Camas Comprehensive Plan.

## **CONSENT AGENDA**

1. April 1, 2024 Camas City Council Regular and Workshop Meeting Minutes
2. \$2,439,033.64 Automated Clearing House, Direct Deposit, Payroll Checks Numbered 7954-7955 and Payroll Accounts Payable Checks Numbered 154511-154520. \$1,305,901.21 Automated Clearing House 700456-700494 and Claim Checks 156934-157062 Approved by Finance Committee

\$1,524,672.96 Claim Checks 157424 – 157568 and Automated Clearing House Deposits 700610 – 700650. \$2,212.50 Claim Check 157422 and Automated Clearing House Deposits 700592 – 700600. \$4,425.00 Claim Check 157423 and Automated Clearing House Deposits 700601 – 700609.

3. Washington School Information Processing Cooperative (WSIPC) Interlocal Agreement  
(Submitted by Michelle Jackson, Information Technology Director)
4. \$73,302.06 Olson Environmental Public Stormwater Facility Maintenance Construction Bid Award with up to 10% Change Order Authorization  
(Submitted by Rob Charles, Utilities Manager)
5. Northwest Sierra Street Pavement and ADA Improvements Phase 2 Western United Civil Group LLC Final Acceptance  
(Submitted by James Carothers, Engineering Manager)
6. \$147,831.00 AquaTechnex Lacamas Lake Treatment (2024) Bid Award with up to 10% Change Order Authorization  
(Submitted by Steve Wall, Public Works Director)
7. Northwest Brady Road and Grand Ridge Drive Intersection Improvements Odyssey Contracting LLC Final Acceptance  
(Submitted by James Carothers, Engineering Manager)
8. CFM Advocates Contract  
(Submitted by Doug Quinn, City Administrator)
9. Wastewater Treatment Plant (WWTP) Headworks and Primary Clarifier Coating Construction Award  
(Submitted by Rob Charles, Utilities Manager)

**It was moved by Boerke, and seconded, to approve the Consent Agenda. The motion carried by majority vote.**

**Boerke - Yes**

**Carter – Yes**

**Lewallen – Yes**

**Nohr – Yes**

**Senescu – Yes**

**Svilarich – Abstain**

## **MAYOR**

10. Camas High School Girls Basketball 4A State Championship Recognition  
Presenter: Doug Quinn, City Administrator & Steve Hogan, Mayor

Mayor Hogan proclaimed April 14 – 20, 2024 as Camas High School Girls Basketball 4A State Championship Week in the City of Camas.

11. National Public Safety Telecommunications Week Proclamation

Mayor Hogan proclaimed April 14 – 20, 2024 as National Public Safety Telecommunications Week in the City of Camas.

12. Mayor Announcements

There were no additional Mayor announcements.

**NON-AGENDA ITEMS**

13. Staff

There were no additional staff comments.

14. Council

Carter congratulated the Camas High School girls' basketball team.

Senescu commented about Camas Days.

**MEETING ITEMS**

15. Ordinance No. 24-006 – Providing for a Ballot Proposition for Camas Fire Station and Engine  
Presenter: Cliff Free, Fire Chief and Cathy Huber Nickerson, Finance Director

**It was moved by Svilarich, and seconded, to adopt Ordinance 24-006 – Providing for a Ballot Proposition for Camas Fire Station and Engine and publish according to law. The motion carried.**

**Role Call Vote:**

Boerke – Yes  
Carter – Yes  
Lewallen – Yes  
Nohr – Yes  
Senescu – Yes  
Svilarich – Yes

**PUBLIC COMMENTS**

Ken Miles, Camas, commented about City of Camas municipal codes.

**CLOSE OF MEETING**

The meeting closed at 7:30 p.m.



<b>Supplemental Agreement Number</b> <u>1</u>		Organization and Address PBS Engineering and Environmental Inc 1325 SE Tech Center Dr., Suite 140, Vancouver, WA 98683  Phone: <b>360.695.3488</b>	
Original Agreement Number <b>LA10565</b>			
Project Number <b>STR23007</b>	Execution Date <b>11/15/2023</b>	Completion Date <b>12/31/2025</b>	
Project Title <b>Citywide Horizontal Curve Safety Improvements</b>	New Maximum Amount Payable <b>\$100,192.52</b>		
Description of Work The original contract reserved the right for the City to supplement the contract with addition tasks. Supplement 1 with add Tasks 3 through Task 5, see the attached amended scope of work for description of the work. (Exhibit A)  Base Agreement Amount \$35,064.00, Supplemental Agreement Amount \$65,128.52, New Total \$100,192.58			

The Local Agency of City of Camas

desires to supplement the agreement entered in to with PBS Engineering and Environmental Inc

and executed on April XX, 2024 and identified as Agreement No. LA 10565

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

SEE EXHIBIT A

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: \_\_\_\_\_

**III**

Section V, PAYMENT, shall be amended as follows:

SEE EXHIBIT B and E

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

# SUPPLEMENTAL 1, TASKS 3 THROUGH TASK 5

## City of Camas, Washington

### Scope of Work

#### Citywide Horizontal Curve Safety Improvements

#### City of Camas Project: STR23007

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#### INTRODUCTION

PBS Engineering and Environmental Inc. (PBS) and its Consultant team have been selected by the City of Camas (City) to perform traffic and design engineering, environmental permitting, public involvement and other related professional services for the Citywide Horizontal Curve Safety Improvements project. Professional services will include evaluation of existing horizontal curves, evaluation of corrective measures, traffic engineering, environmental process and permits, and utility coordination. This project is federally funded.

This phase of the project will evaluate the City's arterial and collector roadway network, determine deficiencies, and identify which curves can be corrected within the constraints of the federal grant. It is assumed that this first phase of the project design will last up to three months, with the total design and permitting portion of the project lasting up to one year.

#### PROJECT DESCRIPTION/BACKGROUND

The City's Citywide Horizontal Curve Safety Improvements project will include a horizontal curve inventory study and posted speed study to assess existing conditions on approximately 33.50 miles of arterial and major collector roads in the city limits (approximately 40 curves). It will also include adding or replacing up to 120 warning signs on City roads within the city limits.

The project funding is through the Highway Safety Improvements (HSIP) program, which will require the project to follow Washington State Department of Transportation's (WSDOT) *Environmental Procedures Manual* for compliance with the National Environmental Policy Act (NEPA) and permits from local, state, and federal agencies. The existing City of Camas (City) right-of-way (ROW) will be reviewed and verified to ensure that all signs included with the project are located within the City's ROW.

The project involves traffic design/engineering. With contingencies or amendments that include surveying, ROW evaluation, public involvement, environmental, cultural resource documentation, and permitting necessary to prepare plans, specifications, and engineer's estimate in accordance with all applicable federal, state, and City standards.

#### SCOPE OF WORK

##### Task 1: Project Management and Administration

PBS shall oversee project tasks and coordinate with the City to manage the scope, schedule, and budget for the design engineering phase. The current phase of the project is assumed to take up to three months to complete.

##### Subtask 1.1: Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include: the date period covered by the invoice and the number of hours worked during the billing period with billing rates shown; expenses and

associated markups; total cost for labor and expenses for the billing period; subconsultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.

- Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will summarize the current invoice with an itemized summary of invoice number, date, and amounts billed for labor, expenses, and subconsultants as well as total amounts. The Contract Summary Report will also list the total amount billed to date, the total amount remaining under the contract, and the contract expiration date.
- Maintain required contract documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in an electronic format as requested.

#### *Deliverables*

- Monthly invoices and Contract Summary Reports
- Project documentation, upon request

#### ***Subtask 1.2: Meetings***

This item includes the coordination and meetings necessary to successfully complete the project.

- Preparation for and attendance at a two-hour project kickoff meeting with City staff in Camas, including up to two PBS staff attending.
- Up to three phone meetings with City staff.
- Up to three internal PBS design team coordination and meetings.
- Preparation for and attendance at three monthly project coordination meetings with City staff, including and up to two PBS staff present. Other consultant team members will attend meetings as needed.

#### *Deliverables*

- Meeting agendas and meeting summaries

#### ***Subtask 1.3: Management, Coordination, and Direction***

- The Consultant shall provide management, coordination, and direction to the project team in order to complete the project on time and within budget. The City fosters a partnership approach with all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- Prepare and maintain the project design schedule. The schedule shall identify Consultant tasks and items provided by the City and other consultants. The schedule shall be updated as circumstances require or as requested by the City.
- The Consultant shall prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant shall coordinate Consultant tasks and activities with the City.

*Deliverables*

- Project schedule and schedule updates
- Summary notes of coordination efforts

**Task 2: Curve Assessment****Subtask 2.1: Curve Assessment**

The Consultant will prepare the horizontal curve inventory for the project using a Vendor (Quality Counts). This task will be completed using Rieker Curve Advisory Reporting Services (CARS). This work will consist of:

- Data collection on an estimated 33.5 miles of City roads
- Processing through Rieker CARS

Once this is complete, the Consultant will develop a list of deficiencies and a planning level cost (design, permitting, ROW, and construction) for each deficient curve. This list will be evaluated with the City, a final project list will be developed, and the design and permitting of this will be included in Amendment 1.

*Deliverables*

- Finished curve reports and video images.
- Curve deficiency list, remediation approach, and estimates.
- Draft and final project lists

**Amendment Task 3 Through Task 5****Task 3: Surveying****Subtask 3.1: Right-of Way Evaluation**

For the sign locations (approximately 100 signs), the Consultant will utilize the following procedure:

- Review existing City Right of Way records, either electronic copies or paper copies at the City offices to identify the existing right of way width at each sign location and any documented information related to the location of the roadway within the existing right of way. If no information exists related to the roadway location, the roadway will be assumed to be centered in the existing right of way.
- Physically visit each roadway corridor to visually identify the sign locations, distance from the edge of pavement or other physical feature to determine if it is most likely that the sign is within the existing right of way.

## Phase 5 Assumptions:

- The City will attend the Survey/ROW meetings.
- The City will assist in all available in-house records for survey control and road deed/right-of-way records and legalizations to supplement the Consultant's research.
- The City will sign the No Right-of-Way (ROW) Needed Verification Checklist.

## Phase 5 Deliverables:

- The Consultant will schedule, prepare for, and participate in the Survey/ROW meetings in Table 1.
- The Consultant will perform right-of-way research via County, WSDOT, and DNR websites.
- Document and visual verification of right of way for approximately 100 signs.
- Confirmation that all signs included in the project are within the County right of way.
- The Consultant will also sign the No Right-of-Way (ROW) Needed Verification Checklist.



**Task 4: Environmental Documentation and Cultural Resources**

The Consultant will prepare applications and supporting environmental documents for local, state, and federal permits and approvals required for the project.

**Subtask 4.1: NEPA Categorical Exclusion (CE)**

The Consultant will complete the necessary tasks and documents to obtain approval of the project under the National Environmental Policy Act (NEPA) Categorical Exclusion (CE) process (The project is reviewed and approved under NEPA because of the federal funding source).

Assumptions:

- The City will attend the Environmental meeting.
- The City must approve the study areas before the Consultant conducts their fieldwork.
- The City will submit the NEPA CE documentation to WSDOT for review. None of the project area contains jurisdictional wetlands, a wetland delineation will not be required to obtain approval of the project.
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Deliverables:

- The Consultant will schedule, prepare for, and participate in the Environmental meeting (The Consultant will also invite WSDOT to the Environmental meeting).
- The Consultant will prepare a draft and final NEPA CE documentation for the City to review.

**Task 2 – State and Local Permitting Assistance**

Assumptions:

- The City's Project Manager will email the City's Community Development & Planning staff for the review of the Critical Areas, SEPA and Shoreline Master Plan exemption memorandums and cc the consultant to ensure consensus.
- The City's Project Manager will email the City's Community Development & Planning staff for the review of the Scenic Area permitting and memorandum and cc the consultant to ensure consensus.

Deliverables:

- The Consultant will prepare a memorandum outlining the specific code citation that dictate the proposed exemptions under the County's Critical Areas Ordinance, SEPA, and Shoreline Master Plan and how the project meets these exemptions.

**Subtask 4.2: Cultural Resources**

The Subconsultant, Archaeological Investigations Northwest, Inc. (AINW), will provide cultural resource consulting services for the project.

**Task 1 – Meetings and Coordination**

Assumptions:

- The City will attend the Cultural Resource meetings.
- The project team can avoid placing signs in areas that need cultural resources work.

- The City will provide review comments of the Area of Potential Effect (APE) submittals and cover letter.
- The City will submit the cover letter and APE submittals to WSDOT for review.
- The sign locations can be revised once, after the desktop review is completed, and Subconsultant can conduct a supplemental desktop review. Additional revisions will be at additional cost.

**Deliverables:**

- The Subconsultant will prepare for, and participate in the Cultural Resource meetings, and can assist with scheduling as needed.
- The Subconsultant will conduct a desktop review of the sign locations to identify areas that may need cultural resources work.
- The Subconsultant will also coordinate with WSDOT and Cultural Resource staff to determine the extent of the APE that WSDOT wishes to include in the project review and how much can be exempted from the review based on existing procedures.
- The Subconsultant will prepare the cover letter and APE submittals.

**Task 5: Traffic Engineering**

The Consultant will provide project review and traffic and design engineering tasks for the project.

Task 1 – Project Review and Map

The Consultant and City will review and verify the project sign list the approximately 100 curve warning signs to comply with the latest federal, state and county standards and the grant guidelines.

**Assumptions:**

- The City will attend the Sign Review meetings.
- The City will assist the consultant, should there be a discrepancy with the sign spreadsheet or compliance issues.

**Deliverables**

- The Consultant will schedule, prepare for, and participate in the Sign Review meetings.
- The Consultant will provide updates to the preliminary project sign spreadsheet until the Consultant and City agree the sign list is finalized and complies with the latest federal, state and county standards and grant guidelines.
  - The Consultant will conduct field visits as needed to provide updates to the sign spreadsheet.

Task 2 – Traffic/Design Engineering

The Consultant will prepare the preliminary and final plans, estimate and contract for the project.

**Assumptions:**

- The City will attend the Site Visit.
- The City will provide review comments of the 60%, 90%, 99% plans and the Final PS&E, estimate and contract.
- The City will attend the Design Standards and QA/QC meetings.
- The City will submit the Final plans, estimate, and contract to WSDOT Local Programs for review.

**Deliverables**

- The Consultant will schedule, prepare for, and participate in Site Visit, Design Standards and QA/QC meetings.

- The Consultant will utilize the GIS level sign location maps, supplied by the City, as a basis for developing the sign layout plans. Sign layout plans will include schematic (single line) representation of the County roads with street names, and standard sign symbols with numbers identifying sign removal and sign installation notations. Signs will be grouped on sheets based on the corridor and location.
- The Consultant will develop a sign specification table for sign removal information and sign installation information. MUTCD, WSDOT and City Code sign types will be utilized unless the sign is a custom size.
- The Consultant will supply 60%, 90%, and 99% plans to the City for review.
  - The Consultant will conduct site visits as needed to provide updates to the plans.
  - The Consultant plans will include:
    - Cover, Material Quantity / Staging, and Construction Staging sheets (layout sheets, specifications, and details sheets)
    - Signing sheets for approximately 100 regulatory sign locations (layout sheets, specifications, and detail sheets)
    - Traffic control (layout sheets, specifications, and detail sheets).
- The Consultant will supply the preliminary PS&E, estimate and contract to the City for review.
- The Consultant will submit final full-sized plans, specifications, estimate and contract to the City.
  - The final plans, cost estimate and contract shall include a wet stamp, signature, and date of the Consultant's register professional engineer in the State of Washington.

The contract and plans shall also specify that the contractor calls (811) public locate requests for the project and the contractor is responsible for obtaining locates adequate to avoid conflicts. This may include visual warnings and private utility locations to avoid conflicts. Any conflicts with the proposed location of the improvement should be brought to the attention of the engineer a minimum of 2 days prior to the start of construction. The contractor shall follow RCW 19.122 for underground utilities.

#### **Task 6: Utility Coordination**

Work to be included in a future amendment if needed.

#### **Task 7: Public Involvement**

Work to be included in a future amendment if needed.

#### **Task 8: Right-of-Way**

Work to be included in a future amendment if needed.

#### **Task 9: Bidding Support**

Work to be included in a future amendment if needed.

#### **Task 10: Construction Management**

Work to be included in a future amendment if needed.

### **CITY DELIVERABLES TO THE CONSULTANT**

#### **City-Provided Information**

##### ***Sample Projects***

The City will provide copies of sample City projects, and design guidelines. The City will also provide electronic files of title blocks; ortho and aerial drawings and standard details for streets, traffic signal, street lighting; and other available details.

##### ***Project Coordination***

The City will assist the Consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners, and the public. The City will provide staff to meet and discuss the project with the Consultant as needed. The City will provide written comments pertaining to the design submittals.

***Right-of-Entry Permits***

The City will obtain the right of access to private parcels for all project developments. The Consultant shall coordinate access.

	Systemic Horizontal Curve Safety Improvements  3/20/2024	EXHIBIT B																	TOTAL BUDGET  AMOUNT
		PBS Engineering and Environmental																	
		ENGINEERING AND SURVEYING										ADMINISTRATION							
Task	Task Description	Engineer I	Engineer II	Engineer VI	Engineer VII	Survey 2 Person Crew*	Survey VI (PLS Principal)	Unmanned Aircraft Sys. Op.*	CAD / Micro Station Tech I	CAD Manager	Graphic Artist	IT / Database Management	Project Administrator II	Public Involvement II	Sr. Public Involvement Manager V	Writer / Editor	PBS Expense	PBS LABOR TOTAL	
	MAX HOURLY RATES	\$ 110.00	\$ 125.00	\$ 205.00	\$ 220.00	\$ 220.00	\$ 175.00	\$ 165.00	\$ 84.00	\$ 120.00	\$ 127.00	\$ 110.00	\$ 101.00	\$ 95.00	\$ 170.00	\$ 125.00			
TASK 1	PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION	0.00	0.00	28.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	\$ -	\$ 12,304.00	\$ 12,304.00
Task 1.1	Contract Administration, Invoicing and Progress Reports			4.00	4.00								4.00				\$ -	\$ 2,104.00	\$ 2,104.00
Task 1.2	Meetings			12.00	12.00												\$ -	\$ 5,100.00	\$ 5,100.00
Task 1.3	Management, Coordination, and Direction			12.00	12.00												\$ -	\$ 5,100.00	\$ 5,100.00
TASK 2	CURVE ASSESSMENT	40.00	20.00	20.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 10,000.00	\$ 12,760.00	\$ 22,760.00
Task 2.1	Subtask 2.1 – Curve Evaluation	40.00	20.00	20.00	8.00												\$ 10,000.00	\$ 12,760.00	\$ 22,760.00
TASK 3	SURVEYING	0.00	0.00	0.00	0.00	0.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ 14,000.00	\$ 14,000.00
Task 3.1	Subtask 3.1 – Right of Way Assessment						80.00										\$ -	\$ 14,000.00	\$ 14,000.00
TASK 4	ENVIRONMENTAL AND CULTURAL RESOURCES	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 10,028.52	\$ 8,200.00	\$ 18,228.52
Task 4.1	Subtask 4.1 – NEPA Categorical Exclusion (CE)			40.00													\$ -	\$ 8,200.00	\$ 8,200.00
Task 4.2	Subtask 4.2 – Cultural Resources																\$ 10,028.52	\$ -	\$ 10,028.52
TASK 5	TRAFFIC ENGINEERING	0.00	180.00	40.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$ 32,900.00	\$ 32,900.00
Task 5.1	Subtask 5.1 – Traffic Engineering		180.00	40.00	10.00													\$ 32,900.00	\$ 32,900.00
TASK 6	UTILITY COORDINATION																		
	Work to be included in future amendment																		
TASK 7	PUBLIC INVOLVEMENT																		
	Work to be included in future amendment																		
TASK 8	RIGHT-OF-WAY																		
	Work to be included in future amendment																		
TASK 9	BIDDING SUPPORT																		
	Work to be included in future amendment																		
TASK 10	CONSTRUCTION MANAGEMENT																		
	Work to be included in future amendment																		
	TOTAL HOURS	40.00	200.00	128.00	46.00	0.00	80.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00			
	TOTAL DOLLARS	\$ 4,400.00	\$ 25,000.00	\$ 26,240.00	\$ 10,120.00	\$ -	\$ 14,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 404.00	\$ -	\$ -	\$ -	\$ 20,028.52	\$ 80,164.00	\$ 100,192.52



**Actuals Not To Exceed Table (ANTE)**

<p>WSDOT Agreement: LA10565 PBS Engineering and Environmental 1325 SE Tech Center Dr., Suite 140 Vancouver WA, 98683</p>					
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	Max All Inclusive Hourly Billing Rate	Actual All Inclusive Hourly Billing Rate NTE
		177.39%	30.00%		
Principal Scientist/Planner	\$ 73.74	\$130.81	\$22.12	\$226.67	\$225.00
Principal Geologist/Manager	\$ 66.88	\$118.64	\$20.06	\$205.58	\$205.00
Sr. Hydrogeologist II	\$ 70.00	\$124.17	\$21.00	\$215.17	\$180.00
Senior Scientist/Planner I	\$ 54.60	\$96.85	\$16.38	\$167.83	\$165.00
Sr. Environmental/Regulatory Specialist	\$ 52.88	\$93.80	\$15.86	\$162.55	\$160.00
Sr. Env Compliance Monitor	\$ 44.77	\$79.42	\$13.43	\$137.62	\$135.00
Project Geologist/Scientist/Planner I	\$ 38.00	\$67.41	\$11.40	\$116.81	\$116.00
Project Env. Regulatory Specialist	\$ 42.90	\$76.10	\$12.87	\$131.87	\$130.00
Project Env. Compliance Monitor	\$ 42.90	\$76.10	\$12.87	\$131.87	\$130.00
Staff Geologist/Scientist/Planner II	\$ 38.00	\$67.41	\$11.40	\$116.81	\$115.00
Field Scientist / Planner	\$ 26.00	\$46.12	\$7.80	\$79.92	\$79.00
Principal Engineer	\$ 100.96	\$179.09	\$30.29	\$310.34	\$270.00
Engineer VIII	\$ 88.37	\$156.76	\$26.51	\$271.64	\$235.00
Engineer VII	\$ 74.52	\$132.19	\$22.36	\$229.07	\$220.00
Engineer VI	\$ 67.30	\$119.38	\$20.19	\$206.87	\$205.00
Engineer V	\$ 60.10	\$106.61	\$18.03	\$184.74	\$184.00
Engineer IV	\$ 51.92	\$92.10	\$15.58	\$159.60	\$159.00
Engineering Staff III	\$ 45.67	\$81.01	\$13.70	\$140.39	\$140.00
Engineering Staff II	\$ 40.87	\$72.50	\$12.26	\$125.63	\$125.00
Engineering Staff I	\$ 36.06	\$63.97	\$10.82	\$110.84	\$110.00
Engineering Technician	\$ 21.00	\$37.25	\$6.30	\$64.55	\$64.00
Design Technician IV	\$ 45.00	\$79.83	\$13.50	\$138.33	\$138.00
Design Technician III	\$ 42.50	\$75.39	\$12.75	\$130.64	\$130.00
Engineering Geologist	\$ 51.44	\$91.25	\$15.43	\$158.12	\$158.00
Landscape/Planning VII	\$ 58.89	\$104.46	\$17.67	\$181.02	\$180.00
Landscape/Planning V	\$ 45.67	\$81.01	\$13.70	\$140.39	\$140.00
Landscape/Planning II	\$ 29.00	\$51.44	\$8.70	\$89.14	\$89.00
Landscape/Planning I	\$ 27.00	\$47.90	\$8.10	\$83.00	\$83.00
Construction IV	\$ 50.00	\$88.70	\$15.00	\$153.70	\$153.00
Construction III	\$ 37.50	\$66.52	\$11.25	\$115.27	\$115.00
Construction II	\$ 36.00	\$63.86	\$10.80	\$110.66	\$110.00
Survey VII	\$ 67.31	\$119.40	\$20.19	\$206.90	\$200.00
Survey VI	\$ 57.69	\$102.34	\$17.31	\$177.33	\$175.00
Survey V	\$ 52.00	\$92.24	\$15.60	\$159.84	\$155.00
Survey IV	\$ 44.50	\$78.94	\$13.35	\$136.79	\$136.00
Survey III	\$ 40.00	\$70.96	\$12.00	\$122.96	\$122.00



Survey II	\$ 33.50	\$59.43	\$10.05	\$102.98	\$102.00
Survey I	\$ 30.00	\$53.22	\$9.00	\$92.22	\$92.00
Survey 3-Person Crew	\$ 80.00	\$141.91	\$24.00	\$245.91	\$270.00*
Survey 2-Person Crew	\$ 60.00	\$106.43	\$18.00	\$184.43	\$220.00*
Survey 1-Person Crew	\$ 40.00	\$70.96	\$12.00	\$122.96	\$162.00*
Unmanned Aircraft System Operator II	\$ 39.41	\$69.91	\$11.82	\$121.14	\$165.00*
Public Involvement Manager	\$ 66.25	\$117.52	\$19.88	\$203.65	\$170.00
Public Involvement IV	\$ 50.86	\$90.22	\$15.26	\$156.34	\$150.00
Public Involvement II	\$ 31.25	\$55.43	\$9.38	\$96.06	\$95.00
IT / Data Management	\$ 55.29	\$98.08	\$16.59	\$169.96	\$125.00
Sr. CAD Operator	\$ 47.33	\$83.96	\$14.20	\$145.49	\$140.00
Project Administrator II	\$ 33.00	\$58.54	\$9.90	\$101.44	\$101.00
Project Administrator III	\$ 35.00	\$62.09	\$10.50	\$107.59	\$107.00
CAD/Microstation Tech I	\$ 27.50	\$48.78	\$8.25	\$84.53	\$84.00
Graphic Artist	\$ 41.62	\$73.83	\$12.49	\$127.94	\$127.00
Writer/Editor	\$ 44.42	\$78.80	\$13.33	\$136.54	\$125.00
Administration	\$ 30.00	\$53.22	\$9.00	\$92.22	\$92.00

**\*Includes Equipment**



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

September 6, 2023

PBS Engineering and Environmental, Inc.  
214 E. Galer Street, Suite 300  
Seattle, WA 98102

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Nicole Edmondson:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 177.39% of direct labor (rate includes 0.45% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Stambaugh Ness, Inc. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

  
[Schatzie Harvey \(Sep 7, 2023 15:50 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:leg



## ***Sub-consultant Cost Computations***

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If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See Attached Spreadsheets

## Archaeological Investigations Northwest, Inc.

CLIENT: PBS

Project Name: Camas Curve Safety

## EXHIBIT E

Date: March 7, 2024

Task	Description	Reese PI/PM/Senior Archaeologist	Blaser PM/Sr Archit Historian	Hulse PM/Senior Archaeologist	Historian	Asst.PM/ Superv Archaeo.	blank	blank	Staff Archaeolog.	Cowan Graphics- GIS	Inman Research/ Proj. Assist./ Proj. Admin	blank	Hours	Labor	Expenses	Total
	Coordination with project team, City of Camas, and WSDOT	1		10							1		12	\$2,135.83	\$0.00	\$2,135.83
	Desktop review of sign locations		2	2	12	12				6	1		35	\$4,906.51	\$0.00	\$4,906.51
	Prepare APE Submittal	1		5		8				3	2		19	\$2,986.18	\$0.00	\$2,986.18
	Total Labor Hours	2	2	17	12	20	0	0	0	9	4	0	66			\$10,028.52
	Labor Rates	\$236.40	\$178.75	\$178.75	\$113.60	\$136.99	\$0.00	\$0.00	\$96.89	\$178.75	\$111.93	\$0.00				
	<b>Total Labor</b>	\$472.80	\$357.50	\$3,038.75	\$1,363.20	\$2,739.80	\$0.00	\$0.00	\$0.00	\$1,608.75	\$447.72	\$0.00	\$10,028.52		\$0.00	\$10,028.52
	<b>EXPENSES</b>	Each	Qty	Total												
	blank	\$0.000	0	\$0.00												
	Blank	\$0.000	0	\$0.00												
	Blank	\$0.00	0	\$0.00												
	<b>TOTAL EXPENSES TASK</b>			\$0.00												
	<b>TOTAL EXPENSES</b>			\$0.00												



**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 30, 2023

Archaeological Investigations Northwest, Inc.  
3510 NE 122nd Avenue  
Portland, OR 97230

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Jo Reese:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 167.36% of direct labor based on our risk assessment process. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

*Schatzie Harvey*

[Schatzie Harvey \(Jul 3, 2023 06:30 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:HK

## Actuals Not To Exceed Table (ANTE)

## EXHIBIT E

CLARK COUNTY VICINITY Archaeological Investigations Northwest, Inc. 3510 NE 122nd Avenue Portland, OR 97230				
Job Classifications	Direct Labor Hourly Billing Rate 2023 NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		167.36%	30.00%	
Senior PM (Sen Archaeo, Senior Archit.Hist.)	\$79.50	\$133.05	\$23.85	\$236.40
PM/Senior Archaeologist	\$76.40	\$127.87	\$22.92	\$227.20
PM/Senior Historian/Sen.Architl. Historian	\$60.11	\$100.60	\$18.03	\$178.75
Architectural Historian	\$38.20	\$63.94	\$11.46	\$113.60
Assist PM/Supervising Archaeologist	\$46.07	\$77.10	\$13.82	\$136.99
Supervising Archaeologist	\$44.94	\$75.22	\$13.48	\$133.65
Graphics-GIS	\$60.11	\$100.60	\$18.03	\$178.75
Staff Archaeologist	\$32.58	\$54.53	\$9.78	\$96.89
Research/ Project Admin./Project Assist.	\$37.64	\$63.00	\$11.29	\$111.93
Archaeological Assistant (Field & Lab)	\$28.09	\$47.01	\$8.43	\$83.53
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
Rev--OH Audit 7/3/2023; for Clark Co Vicinity Mar 2024		\$0.00	\$0.00	\$0.00

City Of Camas Access Control

<b>Customer</b> City of Camas 616 NE 4th Ave Camas, WA 98607  Tony Collver tcollver@cityofcamas.us (360) 817-7008	<b>Ship to</b> City of Camas 616 NE 4th Ave Camas, WA 98607 (360) 817-7008	<b>Bill To</b> City of Camas 616 NE 4th Ave Camas, WA 98607 (360) 817-7008	<b>Prepared By</b> Pete Duncan pete.duncan@ednetics.com P (425) 200-0214 F (208) 777-4708
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WSIPC CONTRACT #: 22-05 Managed Security and Physical Security Solutions STATES: ID – WA – OR – AZ – AK – MT

Police Dept. Products

Line	Part Number	Description	Price	Qty	Ext. Price
<b>5 Year Licensing/Cards</b>					
1	SW-PRM-P10-5Y	Premium: Pack of 10 entries (5 Years)	\$7,650.00	3	\$22,950.00
2	OP-ACH-EV3A10	pack of 10 (use with high frequency readers)	\$51.00	10	\$510.00
<b>Headend Equipment</b>					
3	SYS-8ENT-DVE4	Core Series 8 port 12/24VSmart Hub; 8 entry capacity Power supply: FPO series; E4 enclosure	\$2,571.25	2	\$5,142.50
4	OP-EX-8E	8 entry +4 expansion module (requires OP-ACC) 8 Openpath inputs, 8 REX, 8 contact, 4 generic inputs, 12 output relays Non-reader inputs can be configured for Wiegand devices	\$1,168.75	2	\$2,337.50
5	330	4-WIRE HARNESS, DUAL CONNECTORS	\$4.32	1	\$4.32
6	318	DUAL BATTERY HARNESS FOR STD. BATTERY LEADS	\$7.92	2	\$15.84
7	369/4	12 VDC LEAD-ACID BATTERY, 7.0 AH, 4 PK	\$73.80	1	\$73.80
<b>Door Hardware</b>					
8	OP-R2X-STND	Standard Smart Reader V2 in black, low and high frequency version	\$233.75	10	\$2,337.50
9	OP-R2X-MULL	Mullion Smart Reader V2, black, low and high frequency version	\$233.75	14	\$3,272.50
10	333	NOISE SUPPRESSOR FOR 734	\$16.20	19	\$307.80
11	SD84CWH	1" STEEL DOOR RECESSED CONTACT3/4" GAP. 3W, 100 OHM	\$13.64	7	\$95.48
12	OE-STLDRMAG	3/4 RARE EARTH MAGNET 10PK	\$5.44	7	\$38.08
<b>Video Door Intercom</b>					
13	OP-VID-PRO-INT	The Openpath Video Intercom Reader Pro combines a built-in high resolution camera; intelligent intercom; and multi-technology reader into a slim and sleek form factor	\$850.00	1	\$850.00
<b>Shipping</b>					
14	SHIPPING		\$148.00	1	\$148.00
<b>Police Dept. Products Subtotal</b>					<b>\$38,083.32</b>

City Hall Products

Line	Part Number	Description	Price	Qty	Ext. Price
5 Year Licensing/Cards					
15	SW-PRM-P10-5Y	Premium: Pack of 10 entries (5 Years)	\$7,650.00	1	\$7,650.00
16	OP-ACH-EV3A10	pack of 10 (use with high frequency readers)	\$51.00	10	\$510.00
Headend Equipment					
17	SYS-8ENT-DVE4	Core Series 8 port 12/24VSmart Hub, 8 entry +4 capacity Power supply: OP-ECL2-PS (6A in 12V)	\$2,571.25	1	\$2,571.25
18	OP-EX-8E	8 entry +4 expansion module (requires OP-ACC) 8 Openpath inputs; 8 REX; 8 contact; 4 generic inputs; 12 output relays Non-reader inputs can be configured for Wiegand devices	\$1,168.75	1	\$1,168.75
19	330	4-WIRE HARNESS, DUAL CONNECTORS	\$4.32	1	\$4.32
20	318	DUAL BATTERY HARNESS FOR STD. BATTERY LEADS	\$7.92	1	\$7.92
21	369/4	12 VDC LEAD-ACID BATTERY, 7.0 AH, 4 PK	\$73.80	1	\$73.80
Door Hardware					
22	OP-R2X-STND	Standard Smart Reader V2 in black, low and high frequency version	\$233.75	4	\$935.00
23	OP-R2X-MULL	Mullion Smart Reader V2, black, low and high frequency version	\$233.75	5	\$1,168.75
24	333	NOISE SUPPRESSOR FOR 734	\$16.20	10	\$162.00
25	SD84CWH	1" STEEL DOOR RECESSED CONTACT3/4" GAP. 3W, 100 OHM	\$13.64	7	\$95.48
26	OE-STLDRMAG	3/4 RARE EARTH MAGNET 10PK	\$5.44	7	\$38.08
Video Door Intercom					
27	OP-VID-PRO-INT	Video Intercom Reader Pro	\$850.00	1	\$850.00
Shipping					
28	SHIPPING		\$125.00	1	\$125.00
City Hall Products Subtotal					\$15,360.35

## Operations Building Products

Line	Part Number	Description	Price	Qty	Ext. Price
<b>5 Year Licensing/Cards</b>					
29	SW-PRM-P10-5Y	Premium: Pack of 10 entries (5 Years)	\$7,650.00	2	\$15,300.00
30	OP-ACH-EV3A10	pack of 10 (use with high frequency readers)	\$51.00	5	\$255.00
<b>Headend Equipment</b>					
31	SYS-8ENT-DVE4	Core Series 8 port 12/24V Smart Hub, 8 entry +4 capacity Power supply: OP-ECL2-PS (6A in 12V)	\$2,571.25	1	\$2,571.25
32	OP-EX-4E	4 entry +2 relay expansion module (requires OP-ACC) 4 Openpath inputs, 4 REX, 4 contact, 2 generic inputs, 6 output relays Non-reader inputs can be configured for Wiegand devices	\$586.50	1	\$586.50
33	SYS-4ENT-DVE1	Core Series 4 port 12/24V Smart Hub; 4 entry capacity Power supply: FPV series; E1 enclosure	\$1,449.25	1	\$1,449.25
34	330	4-WIRE HARNESS, DUAL CONNECTORS	\$4.32	2	\$8.64
35	318	DUAL BATTERY HARNESS FOR STD. BATTERY LEADS	\$7.92	2	\$15.84
36	369/4	12 VDC LEAD-ACID BATTERY, 7.0 AH, 4 PK	\$73.80	1	\$73.80
<b>Door Hardware</b>					
37	OP-R2X-STND	Standard Smart Reader V2 in black, low and high frequency version	\$233.75	11	\$2,571.25
38	333	NOISE SUPPRESSOR FOR 734	\$16.20	12	\$194.40
39	SD84CWH	1" STEEL DOOR RECESSED CONTACT 3/4" GAP. 3W, 100 OHM	\$12.50	1	\$12.50
40	OE-STLDRMAG	3/4 RARE EARTH MAGNET 10PK	\$5.44	0	\$0.00
<b>Video Door Intercom</b>					
41	OP-VID-PRO-INT	Video Intercom Reader Pro	\$850.00	1	\$850.00
<b>Shipping</b>					
42	SHIPPING		\$125.00	1	\$125.00
<b>Operations Building Products Subtotal</b>					<b>\$24,013.43</b>

Lacamas Lake Products

Line	Part Number	Description	Price	Qty	Ext. Price
5 Year Licensing/Cards					
43	SW-PRM-P1-5Y	Premium: Pack of 1 entry (5 Years)	\$1,275.00	3	\$3,825.00
44	OP-ACH-EV3A10	pack of 10 (use with high frequency readers)	\$51.00	2	\$102.00
Headend Equipment					
45	SYS-4ENT-DVE1	Core Series 4 port 12/24V Smart Hub; 4 entry capacity Power supply: FPV series; E1 enclosure	\$1,449.25	1	\$1,449.25
46	330	4-WIRE HARNESS, DUAL CONNECTORS	\$4.32	1	\$4.32
47	318	DUAL BATTERY HARNESS FOR STD. BATTERY LEADS	\$7.92	1	\$7.92
48	01270-001	2N IP Verso - Blind button. Covers one button, on the main unit or 5 button module.	\$22.50	2	\$45.00
Door Hardware					
49	OP-R2X-STND	Standard Smart Reader V2 in black, low and high frequency version	\$233.75	1	\$233.75
50	333	NOISE SUPPRESSOR FOR 734	\$16.20	1	\$16.20
51	SD84CWH	1" STEEL DOOR RECESSED CONTACT3/4" GAP. 3W, 100 OHM	\$13.64	2	\$27.28
52	OE-STLDRMAG	3/4 RARE EARTH MAGNET 10PK	\$5.44	2	\$10.88
Shipping					
53	SHIPPING		\$125.00	1	\$125.00
Lacamas Lake Products Subtotal					\$5,846.60

Lacamas Lake Option-1 IT Room Door

Line	Part Number	Description	Price	Qty	Ext. Price
Door Hardware					
54	OP-R2X-STND	Standard Smart Reader V2 in black, low and high frequency version	\$233.75	1	\$233.75
55	333	NOISE SUPPRESSOR FOR 734	\$16.20	1	\$16.20
56	SD84CWH	1" STEEL DOOR RECESSED CONTACT3/4" GAP. 3W, 100 OHM	\$12.50	1	\$12.50
57	OE-STLDRMAG	3/4 RARE EARTH MAGNET 10PK	\$5.44	1	\$5.44
Services					
58	IP Access Control	Professional Services	\$3,394.30	1	\$3,394.30
Lacamas Lake Option-1 IT Room Door Subtotal					\$3,662.19



## Lacamas Lake Option-2 Office Room Door

Line	Part Number	Description	Price	Qty	Ext. Price
<b>Door Hardware</b>					
59	OP-R2X-STND	Standard Smart Reader V2 in black, low and high frequency version	\$233.75	1	\$233.75
60	333	NOISE SUPPRESSOR FOR 734	\$16.20	1	\$16.20
61	SD84CWH	1" STEEL DOOR RECESSED CONTACT 3/4" GAP. 3W, 100 OHM	\$12.50	1	\$12.50
62	OE-STLDRMAG	3/4 RARE EARTH MAGNET 10PK	\$5.44	1	\$5.44
<b>Services</b>					
63	IP Access Control	Professional Services	\$4,029.28	1	\$4,029.28
<b>Lacamas Lake Option-2 Office Room Door Subtotal</b>					<b>\$4,297.17</b>

## Services

Line	Part Number	Description	Price	Qty	Ext. Price
64	IP Access Control	Professional Services Police Department	\$41,072.34	1	\$41,072.34
65	IP Access Control	Professional Services City Hall	\$25,333.84	1	\$25,333.84
66	IP Access Control	Professional Services Operations Building	\$38,638.19	1	\$38,638.19
67	IP Access Control	Professional Services Lacamas Lake	\$2,593.78	1	\$2,593.78
<b>Services Subtotal</b>					<b>\$107,638.15</b>

## Quote Summary

Police Dept. Products	\$38,083.32
City Hall Products	\$15,360.35
Operations Building Products	\$24,013.43
Lacamas Lake Products	\$5,846.60
Lacamas Lake Option-1 IT Room Door	\$3,662.19
Lacamas Lake Option-2 Office Room Door	\$4,297.17
Services	\$107,638.15
<b>Subtotal</b>	<b>\$198,901.21</b>
<b>Estimated Tax</b>	<b>\$7,126.45</b>
<b>Total</b>	<b>\$206,027.66</b>

## Terms and Conditions Agreement

This agreement (Agreement) is by and between City of Camas (Customer) and Ednetics Inc. (Ednetics) and documents the terms and conditions of Project Quote 77489 (Quote).

Unless superseded in writing by a Master Terms and Conditions Agreement the terms of this Agreement are binding and together with any associated written services scope of work, and any future change orders or additional quotes related to this project, constitute the entire contract between Ednetics and Customer. Customer agrees to waive all provisions contained in any form or in any written or verbal communication, including any forthcoming purchase orders that would negate, limit, extend, or otherwise modify or conflict with provisions within this Agreement unless and until agreed to in writing, as evidenced by an Ednetics officer's signature. Customer submission of a purchase order indicates your agreement to all terms and conditions included in this document.

### Pricing and Availability

Pricing in this Quote is subject to change as a result of increased material costs, (the term "material" as used herein shall include equipment), labor costs, or applicable taxes that occur prior to final execution of this Agreement. Pricing does NOT include applicable taxes, insurance, delivery, setup fees, cabling services or material unless specifically listed in the quote. Ednetics cannot guarantee delivery date as material supply is subject to availability

### Materials

#### *Material stored offsite, if applicable*

Projects often require configuration and burn-in of Customer materials by Ednetics. To facilitate this, the materials will be delivered to an Ednetics facility to complete the configuration, or at the request of customers in advance of installation. As materials are shipped to the Ednetics facilities, Customer agrees to accept and pay all invoices under the Invoicing Terms described below as if the materials were shipped to the Customer site. Evidence of the receipt of goods will include the quantity, item number or SKU, a brief description of the materials, and a listing of serial numbers where applicable. These items will be disclosed on the Ednetics invoice(s) indicating payment is due.

Ednetics will assume liability of ownership of all purchased materials once received from the supplier on Ednetics grounds and en route to final Customer destination. Ednetics is insured against unforeseen losses including but not limited to fire, theft and automobile accidents resulting in damaged goods. However, this does not change the Customer's obligation to pay for the materials once received by Ednetics.

Customer assumes liability of ownership of all materials upon delivery and receipt at Customer location.

#### *Materials not requiring storage offsite*

Materials that do not require storage offsite will be delivered directly to Customer. These materials are ordered and delivered as they become available. Upon shipment of materials, an invoice for those materials will be generated and Customer agrees to pay the invoice in accordance with the Invoicing Terms described below. Due to backorders, multiple suppliers, or other issues outside of Ednetics control, materials may ship at different times resulting in multiple invoices.

All materials will be F.O.B. shipping point with all risk of loss or damage transferring to the Customer when shipping from a supplier of Ednetics choosing.

### Services/Limited Warranty

Ednetics project services will be invoiced as progress is made on the implementation or as milestones are met, with up to two invoices generated per month.

Ednetics implementation services will be performed in a professional and competent manner and shall be free of defects for a period of twelve months following the conclusion of the service delivery. Ednetics projects also include thirty (30) days of technical support following final acceptance that can be extended thereafter with an Ednetics One support contract or a managed service.

### Disclaimer of Warranties

Except for the limited warranties expressly set forth in the above section entitled "services" or in the scope of work included in this quote, Ednetics does not warrant that the services and materials, or any products or results of the use thereof, will meet customer's or any other person's requirements, operate without interruption, achieve any intended result. All third-party materials are provided without warranty by Ednetics and are limited to any warranties provided by the manufacturer of the same. Ednetics agrees to reasonably cooperate with Customer's efforts to process third-party warranty claims by providing supporting shipping documents, contact information, or other peripheral support.

## Payment and Performance Bonds

Customer can elect to have Ednetics obtain a Payment and Performance Bond for the total contract value as indicated in the Quote. If Customer elects to have Ednetics obtain a Payment and Performance Bond, Customer will be charged 1.5% of the initial total contract value and 1.5% of all increases to contract value as a result of a change order(s). It is Customer's responsibility to inform Ednetics if a Payment and Performance Bond is required for the project prior to submitting a purchase order to ensure the bond is reflected in the quote.

## Invoicing Terms

Generally, invoice line items will match each line item included in this Quote regardless of purchase order or schedule of values format. Some services line items with the same SKU may be consolidated on invoices to improve the clarity of progress billing. Due to progress billing, only a portion of each quoted line item on the Quote may be included on an invoice with the remaining portion of the quoted line item reflected on a future invoice.

Customer will be responsible for reimbursing Ednetics for all sales, use, excise or other taxes. These items will be added to the invoice in the amount incurred by Ednetics unless the Quote associated with this Agreement specifically indicates these will be provided at no cost.

Payment for all invoices will be due within 30 days of the invoice date. However, Ednetics will have the continuing right to approve Customer's credit on an ongoing basis, and may, at times, require advance payment if Ednetics determines Customer has significant balances that remain unpaid after the due date or based upon other payment history.

Any invoice dispute must be submitted in writing to [receivables@ednetics.com](mailto:receivables@ednetics.com) prior to the due date of any disputed invoice. A service charge of the lesser of 1.0% of the outstanding balance or the highest amount permitted by law, will be charged each month on all past due invoices, including for any disputed amounts determined to have been valid. Any temporary waiver on the service charge shall not constitute a waiver of the future rights of Ednetics to impose the service charge for past due invoices.

## Retainage

Customer is permitted to withhold retainage up to 5% of the invoice subtotal before sales taxes. All retainage withheld by Customer will be placed in a separate interest-bearing account for the benefit of Ednetics. Customer will provide the institution and account number where the funds are being held with the first invoice payment to evidence the isolation of these funds.

Retainage will be invoiced upon final acceptance by the Customer with payment of the outstanding balance plus interest due within 30 days (60 days in Washington) of the invoice date. Upon final acceptance, Customer agrees to complete and submit any necessary forms to the state to allow payment of the retainage within the timeline.

Customer must inform Ednetics if they elect to withhold retainage related to this project.

Per RCW 60.28.011 and ORS 279C.560, Ednetics requires that all retainage withheld by Customer be deposited in an interest-bearing savings or similar account for Ednetics benefit.

## Returns

Based on written consent from an authorized Ednetics representative, returns of product purchased may be eligible in certain, limited circumstances if requested within 30 days from the date of shipment. If approved, product should be returned either un-opened or in all of its original packaging. Upon completion of any authorized return, a credit memo will be issued to Customer to be applied at Customer discretion. Any credit provided for returns will be reduced by manufacturer specific restocking fees, as applicable. Customer agrees to assume financial responsibility for all transportation costs associated to a return. Returns or refunds due to defective product are to be handled as warranty claims directly with the manufacturer.

## Submission

Please submit PO to: [orders@ednetics.com](mailto:orders@ednetics.com) or fax to: (208) 777-4708



## Staff Report – Consent Agenda

May 6, 2024 Council Regular Meeting

\$179,969 OCD Automation Award for WWTP Programming and Hardware Updates  
(Submitted by Rob Charles, Utilities Manager)

Phone	Email
360.817.7003	rcharles@cityofcamas.us

**BACKGROUND:** As equipment has aged at the WWTP, staff is unable to find replacement parts as vendors no longer support this equipment. Automation hardware at the plant has been modified over the years to the extent possible, but has reached the point where it needs to be upgraded to the latest hardware and software.

**SUMMARY:** The equipment building has Programming Logic Controller (PLC) equipment which is an industrial computer used in manufacturing processes. OCD Automation is proposing to update the firmware and software to the latest equipment to allow equipment to operate efficiently and minimize the amount of staff time being devoted to monitoring this equipment. These upgrades will allow the existing blowers to continue to operate until the new blowers are installed at the plant with a construction project next year. The City uses OCD Automation to perform all of its programming and hardware upgrades at the plant and all of its sewer lift stations.



Figure 1: Existing PLC with wiring modifications over time

**BENEFITS TO THE COMMUNITY:** Continue to meet the City's National Pollutant Discharge Elimination System (NPDES) permit with the Department of Ecology for effluent discharge to the Columbia River.

**BUDGET IMPACT:** The cost of the upgrade will be \$179,969 and there is sufficient budget in the sewer to cover these costs.

**RECOMMENDATION:** Staff recommends that this item be placed on the May 6, 2024 Council Regular Consent Meeting.

Darren Eki  
Wastewater Operations Supervisor  
City of Camas, Washington  
1129 SE Polk St  
Camas, WA 98607

via email: [deki@cityofcamas.us](mailto:deki@cityofcamas.us)

**Subject: Proposal for City of Camas Wastewater Treatment Plant PLC-C Replacement**

OCD Automation Inc. (OCD Automation) is pleased to provide this proposal to the City of Camas for professional services, automation hardware components, and commissioning services to support the automation hardware upgrade of the Solids Building Programmable Logic Controller (PLC) at the City of Camas Wastewater Treatment Plant.

The Solids Building Modicon Quantum PLC hardware has been discontinued and product support will soon be ending. Based on recent Solids Plant failures and system outages of PLC system (PLC-C), it appears that the hardware is nearing the end of life, and its replacement is necessary to mitigate additional unexpected outages. Additionally, PLC-C is at capacity for program logic and is constraining both maintenance tasks and capital projects (VFD Replacements and Blower Upgrades) that interface with PLC-C. Replacing this obsolete hardware and improving the control system architecture of PLC-C is critical to eliminating outages, enabling overdue replacement of VFDs, and allowing future process improvements. In addition to the PLC upgrade, two additional improvements are required as part of this project, listed below:

1. Update the 120VAC and 24VDC Uninterruptable Power Systems (UPS) that power Input/Output signals and the PLC hardware in Solids Building Motor Control Centers 1 and 2. (MCC-C1/C1A/C2/C2A).
  - a. Currently, not all the PLC-C hardware is UPS powered!
2. Retain an interface to the legacy serial communications (ModbusPLUS) to integrate 20+ obsolete VFDs.
3. Deploy a robust ethernet PLC Remote I/O and device network which removes barriers to upgrades of the 20+ obsolete VFDs constrained by the ModbusPLUS network.

OCD Automation is well positioned to support Camas effectively with our deep understanding of System Control and Data Acquisition (SCADA) systems, our depth of highly skilled technical staff near the wastewater treatment plant, and our familiarity and tribal knowledge of the plant itself. OCD Automation's employee Jake Ositis will be supporting this project primarily and Jake brings years of earned experience from his support of multiple municipalities and water providers throughout the Pacific Northwest. Furthermore, OCD Automation has been actively supporting the Camas Wastewater Treatment plant for over a decade and is familiar with the people, protocols, and expectations of the City of Camas for the successful execution of this work. Jake will be supported by a talented team as all OCD Automation employees are effective at programming the PLCs and Human-Machine-Interface software (HMI) utilized at the Camas Wastewater Treatment plant. Additionally, all OCD Automation staff can directly execute troubleshooting of controls system signals, networks, instrumentation, automation components as issues arise.

**Scope and Work and Deliverables Provided by OCD Automation:**

- Execution of detailed plan and design to be followed by the City's electrical contractor to upgrade of the four PLC groups that comprise the Solids Building Modicon Quantum PLC system (PLC-C). Design deliverables will include the following:
  - The selection and provision of new Modicon PLC hardware detailed on attachment-1 and summarized below is based on our knowledge of the Modicon platform.
    - Modicon M580 Processor using the Modicon X80 series PLC hardware platform.
    - Modicon Managed Ethernet Network hardware.
    - 120VAC UPS power in MCC-C1 and C2 to power existing hardware and discrete I/O signals (MCC-C1A and C2A will be powered from this unit as well).
    - 24VDC UPS power each PLC panel for new PLC/Network hardware and analog I/O signals.
    - Industrial ethernet patch panel for interconnections between the four PLC control sections of MCC-C.
  - Upgrade design will be conveyed as PDF redlines drafted upon PDF scans of the existing plant PLC network block diagram, the MCC-C panel drawings, and each panel's respective control loop drawings where applicable. Up to 40 total drawing sheets are assumed to be redlined broken down below.
    - 1 Demolition drawing per PLC cabinet identifying hardware and circuits to be removed.
    - 1 MCC-C PLC and device Network Block Diagram identifying network components, and cabling to be installed between them.
    - PLC cabinet layout drawing redlines of each of the control cabinets in the MCC identifying new hardware to be installed.
    - PLC cabinet power schematics of each of the control cabinets in the MCC identifying modified and new circuits.
    - 26 loop drawing updates reflecting new PLC hardware for the 13 digital I/O cards.
    - 10 loop drawing updates reflecting new PLC hardware for the 10 analog I/O cards.
  - Refinement of PDF redlines based on final implementation, startup, and commissioning efforts of the PLC panel upgrades.
- Configuration and Programming of OCD Automation Provided Hardware:
  - Migration of current Modicon Quantum PLC-C code into the Modicon M580 plc platform. The PLC programming will replicate the existing programming with the following features requested:
    - Review, adjustments, and cleanup of function blocks and datatypes based on usage to eliminate unused logic and variables.
    - Update of motor and motorized valve function blocks and datatypes to make HMI manual operation, speed control available to the operators from the HMI.
    - Development of an analog transmitter function block and datatype to allow transmitter scaling, diagnostics, and alarm setpoints to be available to the operators from the HMI.
- OCD Automation will provide two weeks of onsite startup support at the Camas Wastewater Treatment Plant during PLC panel upgrade during implementation phase to support the City of Camas and their installing electrician.
- OCD Automation employees Jake Ositis (E5) and Rylli Whitney (E1) are expected to be the primary staff members working on project tasks, assisted as necessary by others.

**Materials:**

- See Attachment 1, itemized hardware list.

**Info Needs:**

- Existing Network Block Diagrams, MCC-C Panel Drawings, and MCC-C I/O Loop Drawings in PDF or native CAD format.

**Assumptions/Exclusions:**

- No trade craft labor is included or electrical materials other than identified in Attachment-1 will be provided. Spare parts not included.
- It is assumed that any onsite electrical demolition or installation work and any materials not identified in Attachment-1 will be provided by the City's installing electrician. OCD Automation will be onsite during the implementation phase of the project to directly support the City's electrical contractor.
- PDF Redlines or modification of existing CAD drawings is assumed. Development of new CAD drawings is not anticipated or included.
- Services will be executed under the terms and conditions of our Agreement for Professional Services agreement dated April 15th, 2024, to be signed by the City of Camas prior to the start of work.

**Schedule**

OCD Automation can be ready to start the design, procurement, and programming efforts upon receipt of purchase order referencing this proposal letter.

**Invoicing**

The anticipated hardware costs will be invoiced at project onset, with subsequent invoices based on project progress submitted monthly.

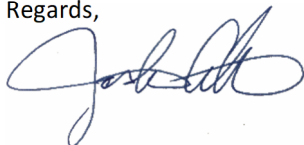
**Cost of Services**

The services to execute this work will be performed on a time and materials basis to a target budget of **\$179,969** broken down as follows:

- Hardware, Components, and Expenses: **\$75,774**
- Project Labor: **\$104,195**

We appreciate the opportunity to provide these services and your consideration of our project proposal for this work. This proposal is valid for 30 days. If there are any questions, please don't hesitate to contact Jake Ositis at (503) 910-5364 or [jake.ositis@odcautomation.com](mailto:jake.ositis@odcautomation.com).

Regards,

A handwritten signature in blue ink, appearing to read "Justin D. Colton".

Justin D. Colton  
President, OCD Automation Inc.

**Attachments:**

- 1) PLC Hardware and Components List
- 2) Agreement for Professional Services



## ATTACHMENT-1

### PLC Hardware and Components List

Description	Manufacturer	Part Number	Quantity	Notes
QUINT4-PS/1AC/24DC/20 - Power supply unit	Phoenix Contact	2904602	4.00	One in each cabinet, 4 total
QUINT4-UPS/24DC/24DC/20 - Uninterruptible power supply	Phoenix Contact	2907071	4.00	One in each cabinet, 4 total
UPS-BAT/PB/24DC/12AH - Battery module	Phoenix Contact	1274119	4.00	One in each cabinet, 4 total
APC Smart-UPS120VAC Rack/Tower	APC	SMX2200RMLV2U	2.00	One in MCC-C1 feeds C1A, One in MCC-C2 feeds C2A
Modicon Extended Managed Switch, 8 ports for copper	Schneider	MCSESM083F23F1	6.00	Remote I/O Ring Network + VFD/Device Connectivity
Proxy module, Modicon X80, Modbus Plus	Schneider	TCSEGDB23F24FA	1.00	Legacy ModbusPLUS Gateway
VIP-2/SC/D15SUB/F - Interface module	Phoenix Contact	2315175	2.00	Wiring Interface for AB Valves and ModbusPLUS.
3 meters RS 485 corset (RJ45, SUB-D 15)	Schneider	VW3A8306	2.00	Cable Adapter for AB Valves and ModbusPlus
Industrial Patch Panel, 600V, 8-Port	Panduit	CDPP8RG-S	6.00	8-Port Patch Box for Ethernet, 1ea in MCC1/2, 2ea in MCC1A/1B
Patch Panel Mini-Com Module, CAT-6, Shielded	Panduit	CJS688TGGRY	48.00	RJ45 Keystones for patch panel cable terminations
8-Slot Ethernet Backplane	Schneider	BMEXBP0800	6.00	
High Power 24-48VDC Power Supply	Schneider	BMXCPS3020	6.00	
X-Bus Backplane Extender Kit (2 Modules, Cable, and Terminators)	Schneider	BMXXBE2005	1.00	
X-Bus Backplane Module	Schneider	BMXXBE1000	1.00	
X-Bus Backplane Cable w/ Angled Connector	Schneider	BMXXBC008K	1.00	
M580 CPU Level 40 - DIO and RIO	Schneider	BMEP584040	1.00	
M580 Ethernet IP, 3-Port	Schneider	BMENOC0301	1.00	
BUS MODULE, 2 RS485/232 Ports	Schneider	BMXNOM0200	1.00	
Ethernet Remote I/O drop adapter	Schneider	BMECRA31210	3.00	
Protective Covers	Schneider	BMXXEM010	19.00	
Digital Input, 16 Channel, 120VAC, Sinking	Schneider	BMXDAI1604	9.00	
Digital Input, 16 Channel, 24VDC, Sinking	Schneider	BMXDDI1602	1.00	
Digital Output, 8 Channel, Form-C Relay	Schneider	BMXDRC0805	4.00	
Analog Input, 8 Channel, Current/Voltage	Schneider	BMXAMI0810	9.00	
Analog Output, 4 Channel, Current/Voltage	Schneider	BMXAMO0410	1.00	

OCD AUTOMATION'S ADDRESS: PO Box 2275

Estacada, Oregon 97023

PROJECT NAME: Automation Design and Systems Integration Support

CLIENT: City of Camas, WA

CLIENT'S ADDRESS:

CLIENT requests and authorizes OCD AUTOMATION INC. (hereinafter "OCD AUTOMATION") to perform the following Services:

**Scope of Services**

See Proposal for City of Camas Wastewater Treatment Plant PLC-C Replacement, dated April 15, 2024.

**Compensation**

See ATTACHMENT-1, billing rates.

**Other Terms**

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

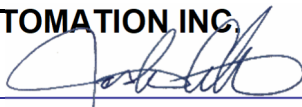
**CITY OF CAMAS, WASHINGTON**

Signature \_\_\_\_\_

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**OCD AUTOMATION INC.**Signature 

Name (printed) Justin D. Colton

Title President

Date April 15<sup>th</sup>, 2024

**OCD AUTOMATION STANDARD AGREEMENT FOR PROFESSIONAL SERVICES PROVISIONS****1. Authorization to Proceed**

Execution of this AGREEMENT by CLIENT will be authorization for OCD AUTOMATION to proceed with the Services, unless otherwise provided for in this AGREEMENT.

**2. Salary Costs**

OCD AUTOMATION's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid OCD AUTOMATION employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

**3. Per Diem Rates**

OCD AUTOMATION's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by OCD AUTOMATION employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.

**4. Subcontracts and Direct Expenses**

When Services are performed on a cost reimbursement basis, a markup of 15 percent will be applied to subcontracts and outside services and a markup of 15 percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) OCD AUTOMATION's current standard rate charges for direct use of OCD AUTOMATION's vehicles, laboratory test and analysis, and certain field equipment; and (3) OCD AUTOMATION's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to OCD AUTOMATION's compensation when invoicing CLIENT.

**5. Cost Opinions**

Any cost opinions or Project economic evaluations provided by OCD AUTOMATION will be on a basis of experience and judgment, but, since OCD AUTOMATION has no control over market conditions or bidding procedures, OCD AUTOMATION cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

**6. Standard of Care**

The standard of care applicable to OCD AUTOMATION's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time OCD AUTOMATION's services are performed. OCD AUTOMATION will re-perform any services not meeting this standard without additional compensation.

**7. Termination**

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, OCD AUTOMATION will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

**8. Payment to OCD AUTOMATION**

Monthly invoices will be issued by OCD AUTOMATION for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 15 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

**9. Limitation of Liability**

OCD AUTOMATION's liability for CLIENT's damages will, in the aggregate, not exceed contract value less the sales cost of delivered project materials. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it.

In no event shall OCD AUTOMATION, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or OCD AUTOMATION's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether OCD AUTOMATION's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include OCD AUTOMATION's officers, affiliated corporations, employees, and subcontractors.

**10. Severability and Survival**

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

**11. No Third Party Beneficiaries**

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and OCD AUTOMATION and has no third party beneficiaries except as provided in Provision 9.

**12. Materials and Samples**

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that OCD AUTOMATION is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that OCD AUTOMATION assumes no risk and/or liability for a waste or hazardous waste site originated by other than OCD AUTOMATION.

**13. Assignments**

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

**14. Integration**

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

**15. Force Majeure**

If performance of the Services is affected by causes beyond OCD AUTOMATION's reasonable control, project schedule and compensation shall be equitably adjusted.

**16. Dispute Resolution**

The parties will use their best efforts to resolve amicably any dispute. If the parties are unable to resolve their dispute, then the matter shall be subject exclusively to arbitration.

**17. Changes**

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect OCD AUTOMATION's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

PO Box 2275  
Estacada, OR 97023  
(503) 807-2085

## 2024 Rates (USD)

<b>Normal Rate:</b>	E6: \$200 per hour E5: \$175 per hour E4: \$150 per hour E3: \$125 per hour E2: \$100 per hour E1: \$85 per hour	
<b>Overtime Rate:</b>	1.5 x normal rate	Once over a continuous 8 hours at the Normal Rate, or outside of Monday through Friday.
<b>Call out Rate:</b>	1.5 x normal rate	
<b>Holiday Rate:</b>	2.0 x normal rate	8 hours minimum
<b>Mileage Rate:</b>	IRS Rate (Currently \$0.67 per mile*)	If more than 25 miles from Portland International Airport
<b>Per Diem (Meals)</b>	IRS Rate for location	Minimum \$50 per day
<b>Travel Expenses</b>	Cost	Including but not limited to hotel, car rental, airfare, parking. If over 7 days, laundry services.
<b>Materials:</b>	15% markup	Hardware or Software
<b>Sub-Contractors</b>	15% markup	

Rates are subject to annual escalation after December 31<sup>st</sup>, 2024.

Normal Business Hours: 7:00am to 5:00pm, with flexibility.

1. The following will require a 4-hour minimum charge:
  - a. Callout outside of normal business hours.
2. The following will require an 8-hour minimum charge:
  - a. Support further than 100 miles from Estacada, OR.
  - b. Callout on a weekend day (Saturday or Sunday).
  - c. Callout on the following holidays:
    - i. New Year's Eve
    - ii. New Year's Day
    - iii. Memorial Day
    - iv. July 4<sup>th</sup>
    - v. Labor Day
    - vi. Thanksgiving Day and the day after
    - vii. Christmas Eve
    - viii. Christmas Day

Costs based on RSMeans data

## COST ESTIMATE REPORT

DATE: 03/29/2024

Estimate Name: Camas Library T1

## ESTIMATE INFORMATION

Client Name: City of Camas  
 Estimate Address: 625 NE 4th Ave, Camas, Washington, 98607

Type: Unit  
 Measurement System: US Standard

Notes:

## COST DATA

Estimate Summary:					Total with 8.5% Sales Tax	
Base Total	\$	RS Means 46,422	\$	Coefficient 12.534	\$	Subtotal 58,956
					\$	63,967.26

Catalog: Facilities and Commercial Renovation  
 Format: MasterFormat 2018  
 Release: Year 2024  
 Labor Type: Repair & Remodeling  
 City Cost Index: WASHINGTON / VANCOUVER (986)

## Scope of Work:

Demo existing exterior gyp soffit at Front Entry.  
 Supply & install MBCI Artisan Series Metal Soffit Panel at Front & Rear Entries.  
 Metal Soffit to be painted to match storefront.

Finish Walls behind Display to a level 5 smooth finish.  
 Prime & paint walls to match existing

Remove water damaged Drywall at 2nd Floor Office Soffit.  
 Patch & Repair to match existing finish.  
 Prime & paint soffit to match existing.

Demo Drywall Ceiling & Trim at Reading Vestibule.  
 Supply & install 5/8" type x interior gypsum board at Reading Vestibule Ceiling.  
 Supply & install Crown Molding & Trim & Reading Vestibule Ceiling Perimeter.  
 Finish New Drywall to a Level 5 smooth finish.  
 Prime & paint New Drywall, Crown Molding & Trim.

Patch & Repair Drywall at 1st Floor Ceiling above reception desk.  
 Prime & Paint drywall patch above reception desk

Paint Touch up above Library Director sign at 2nd floor.

Patch & Repair Drywall soffit at 2nd Floor Elevator Lobby.  
 Prime & paint to match existing.

Remove and reinstall light fixtures and speaker covers to accommodate work above.  
 Install (2) wood dowels painted black to replace missing stair spindels.

## ESTIMATE

Quantity	LineNumber	Line Source	SubContracted Ind.	Description	Crew	Daily Output	Labor Hours	Unit	Material	Labor	Equipment	Total	Ext. Mat.	Ext. Labor	Ext. Equip.	Ext. Total
5.00	015433400020			Rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric, incl. Hourly Oper. Cost.		0	0	Day	\$ -	\$ -	\$ 217.48	\$ 217.48	\$ -	\$ -	\$ 1,087.40	\$ 1,087.40
2.00	015436501400			Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	B34U	2	8	Ea.	\$ -	\$ 477.38	\$ 253.66	\$ 731.04	\$ -	\$ 954.76	\$ 507.32	\$ 1,462.08
3.00	024119190840	E		Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost		0	0	Week	\$ 775.00	\$ -	\$ -	\$ 775.00	\$ 2,325.00	\$ -	\$ -	\$ 2,325.00
100.00	060505203100			Selective demolition, millwork and trim, ceiling, remove	2 Clab	1000	0.016	L.F.	\$ -	\$ 0.72	\$ -	\$ 0.72	\$ -	\$ 72.00	\$ -	\$ 72.00
5.00	060505209000			Selective demolition, millwork and trim, minimum labor and equipment charge	1 Clab	4	2	Job	\$ -	\$ 90.85	\$ -	\$ 90.85	\$ -	\$ 454.25	\$ -	\$ 454.25
100.00	062213352880			Ceiling molding, crown, poplar, 3/4" x 5"	1 Carp	245	0.033	L.F.	\$ 1.64	\$ 1.84	\$ -	\$ 3.48	\$ 164.00	\$ 184.00	\$ -	\$ 348.00
5.00	062213359000			Ceiling molding, minimum labor/equipment charge	1 Carp	4	2	Job	\$ -	\$ 112.29	\$ -	\$ 112.29	\$ -	\$ 561.45	\$ -	\$ 561.45
320.00	074113200910			Steel roofing panels, on steel frame, flat profile, zinc aluminum alloy finish, 2" x 2" batten, 12" wide, 24 gauge	G3	950	0.034	S.F.	\$ 9.28	\$ 2.05	\$ -	\$ 11.33	\$ 2,969.60	\$ 656.00	\$ -	\$ 3,625.60
16.00	074113209000			Steel roofing panels, minimum labor/equipment charge	1 Rofc	2	4	Job	\$ -	\$ 216.08	\$ -	\$ 216.08	\$ -	\$ 3,457.28	\$ -	\$ 3,457.28
780.00	090170100500			Gypsum wallboard, repairs, skim coat surface with joint compound	1 Carp	1600	0.005	S.F.	\$ 0.04	\$ 0.28	\$ -	\$ 0.32	\$ 31.20	\$ 218.40	\$ -	\$ 249.60
39.00	090170109000			Gypsum wallboard, repairs, minimum labor/equipment charge	1 Carp	2	4	Job	\$ -	\$ 223.85	\$ -	\$ 223.85	\$ -	\$ 8,730.15	\$ -	\$ 8,730.15
620.00	090505100220			Ceiling demolition, drywall, on metal frame, 2 layers, 5/8" gypsum board, remove	2 Clab	760	0.021	S.F.	\$ -	\$ 0.95	\$ -	\$ 0.95	\$ -	\$ 589.00	\$ -	\$ 589.00
31.00	090505109000			Ceiling demolition, minimum labor/equipment charge	1 Clab	2	4	Job	\$ -	\$ 181.30	\$ -	\$ 181.30	\$ -	\$ 5,620.30	\$ -	\$ 5,620.30
430.00	092910303190			Gypsum wallboard, on ceilings, fire resistant, w/compound skim coat (level 5 finish), 5/8" thick	2 Carp	615	0.026	S.F.	\$ 0.71	\$ 1.47	\$ -	\$ 2.18	\$ 305.30	\$ 632.10	\$ -	\$ 937.40
21.00	092910309000			Gypsum wallboard, minimum labor/equipment charge	1 Carp	2	4	Job	\$ -	\$ 224.58	\$ -	\$ 224.58	\$ -	\$ 4,716.18	\$ -	\$ 4,716.18
320.00	099113600800			Paints & coatings, siding, exterior, alkyd (oil base), paint 2 coats, brushwork	2 Pord	1300	0.012	S.F.	\$ 1.46	\$ 0.51	\$ -	\$ 1.97	\$ 467.20	\$ 163.20	\$ -	\$ 630.40
16.00	099113609000			Paints & coatings, siding, exterior, minimum labor/equipment charge	1 Pord	2	4	Job	\$ -	\$ 163.94	\$ -	\$ 163.94	\$ -	\$ 2,623.04	\$ -	\$ 2,623.04
100.00	099123527400			Paints & coatings, miscellaneous interior, trim, wood, paint 2 coats, oil base, brushwork, under 6" wide	1 Pord	400	0.02	L.F.	\$ 0.18	\$ 0.82	\$ -	\$ 1.00	\$ 18.00	\$ 82.00	\$ -	\$ 100.00
5.00	099123529900			Paints & coatings, miscellaneous interior, minimum labor/equipment charge	1 Pord	2	4	Job	\$ -	\$ 163.94	\$ -	\$ 163.94	\$ -	\$ 819.70	\$ -	\$ 819.70
780.00	099123720840			Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, roller	1 Pord	800	0.01	S.F.	\$ 0.41	\$ 0.41	\$ -	\$ 0.82	\$ 319.80	\$ 319.80	\$ -	\$ 639.60
39.00	099123729900			Paints & coatings, walls & ceilings, interior, minimum labor/equipment charge	1 Pord	2	4	Job	\$ -	\$ 163.94	\$ -	\$ 163.94	\$ -	\$ 6,393.66	\$ -	\$ 6,393.66
7.00	260150813200			Lighting fixture, maintenance, remove and replace (reinstall), incl. remove, disconnect wire terminations, store, reinstall and reconnect wire terminations	1 Elec	4	2	Ea.	\$ -	\$ 140.00	\$ -	\$ 140.00	\$ -	\$ 980.00	\$ -	\$ 980.00
<b>Grand Total</b>												<b>\$ 3,427.06</b>	<b>\$ 6,600.10</b>	<b>\$ 38,227.27</b>	<b>\$ 1,594.72</b>	<b>\$ 46,422.09</b>

## MEMORANDUM OF UNDERSTANDING FOR CONVEYANCE OF LAND

This Memorandum of Understanding for Conveyance of Land (this “**Memorandum**”) is entered into as of this \_\_\_\_ day of \_\_\_\_, 2024 (the “**Effective Date**”), between Terrell & Associates LLC, an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest, as tenants in common (collectively, “**Sellers**”), and the City of Camas, Washington, a Washington municipal corporation (the “**City**”). Sellers and the City shall hereinafter from time to time each be referred to as a “**Party**” and collectively, as the “**Parties**.”

### Recitals

A. Sellers are the owners of that certain unimproved real property legally described on Exhibit A attached hereto and identified on the map attached hereto as Exhibit B as the “Urban Village,” which property shall hereinafter be referred to as the “**Urban Village Property**.”

B. Sellers desire to convey to the City, and the City desires to acquire from Sellers, that certain portion of the Urban Village Property that is legally described on Exhibit C attached hereto, identified as “Lot 8” on the map attached hereto as Exhibit B, and hereinafter referred to as the “**Property**.”

C. Set forth below are certain terms and conditions that will govern the conveyance of the Property by Sellers to the City.

### Agreement

Now, therefore, Sellers and the City hereby agree that the following terms and provisions will govern the conveyance of the Property from Sellers to Buyer:

1. Conveyance of the Property. The conveyance of the Property from Sellers to the City shall be for the sum of \$10 and shall be made pursuant to a quit claim deed (the “**Deed**”) that is acceptable in form and content to Sellers and the City. The Closing (as such term is defined in Section 6 of this Memorandum) of said conveyance shall occur on a date that is acceptable to Sellers and the City but in no event later than July 1, 2024. If the Closing has not occurred on or before July 1, 2024, for any reason or no reason whatsoever, this Memorandum shall be deemed to be null and void and of no further force or effect and neither Party shall have any further obligation to the other under this Memorandum.

2. Legal Lot. The Parties acknowledge that, as of the Effective Date, the Property is not a separate lawfully established lot or parcel that may be lawfully conveyed by Sellers to the City. Sellers and the City will reasonably cooperate with each other to obtain the appropriate

exemption under applicable state and local laws that will allow the Property to be lawfully conveyed to the City as a separate lot or parcel.

3. As Is, Where Is. The Property shall be conveyed by Sellers to the City “AS IS, WHERE IS, WITH ALL FAULTS.” Sellers have not made and shall not be deemed to have made any representation or warranty whatsoever to the City with respect to the Property. Following the Closing, the City shall not hold Sellers, or any of them, liable for the condition of the Property, whether known or unknown, currently existing or in the future, whether based on a claim in tort, contract, statute (including any Environmental Laws, as such term is defined below), or otherwise. Upon and at all times after the Closing, the City shall be deemed to have released, waived, and renounced any claim against Sellers (and against each Seller), Sellers’ managers, and each Seller’s members, managers, employees, agents, attorneys, affiliates, beneficiaries, and assigns relating to the condition of the Property, including, without limitation, any claim arising under any Environmental Laws. “**Environmental Laws**” means any present and future local, state and federal laws, regulations, rules, or ordinances relating to the environment and environmental conditions, including without limitation the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j, and all federal, state, or local regulations, orders and decrees now or hereafter promulgated thereunder. The terms and provisions of this Section 3 shall survive the Closing.

4. Closing/Title Insurance. The parties may utilize an agreed title company to facilitate closing. Sellers shall have no obligation to arrange for any title insurance in connection with Sellers’ conveyance of the Property to the City or to pay any portion of the cost of any title insurance obtained by the City.

5. Removal of Trust Deed. Prior to the Closing, Sellers shall cause to be removed from the title to the Property that certain deed of trust that was recorded in the official records of Clark County, Washington, on September 6, 2019, as Recording No. 5645201.

6. Closing Costs and Prorations. “**Closing**” shall occur on the date on which the Deed is recorded in the official records of Clark County, Washington. The City shall pay the cost of recording the Deed. Sellers and the City shall each pay one-half of any excise taxes that are applicable to the Sellers’ conveyance of the Property to the City. The City represents and warrants that it is exempt from all real property taxes. Sellers shall reasonably determine the portion of the 2024 real property taxes assessed against the Urban Village Property that should be allocated to the Property (the “**Allocated 2024 Taxes**”), and Sellers shall be responsible for the payment of all Allocated 2024 Taxes that are applicable to the Property as of the date on which the Closing occurs (the “**Closing Date**”). For the purpose of calculating prorations, the City will be deemed to be in title to the Property and entitled to the income and responsible for the expenses therefor beginning at 12:01 a.m. on the Closing Date.

7. Attorney Fees. In the event that either Sellers or the City institute against the other a suit, action, arbitration, or other legal proceeding of any nature whatsoever, relating to this Memorandum or to the rights or obligations of the Parties with respect thereto, the prevailing Party shall be entitled to recover from the losing Party the prevailing Party's reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts provided for by law. This cost and attorney fees provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law.

8. Counterparts. This Memorandum may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. This Memorandum may be signed by DocuSign, and executed copies of this Memorandum delivered by email/PDF shall have the same effect as wet-signed originals.

9. Seller Disclosure Statement. Pursuant to RCW 64.06.010, the City hereby waives its right to receive a seller's disclosure statement pursuant to RCW 64.06.013.

[Signature Page Follows]



**SELLERS:**

TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PATRICK INVESTMENTS, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; EDWARD MALETIS REAL ESTATE HOLDINGS LLC, a Washington limited liability company, as to an undivided 13.9286% interest; GREEN MOUNTAIN RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB GREEN PARTNERS, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest, as tenants in common

By: \_\_\_\_\_  
John O'Neil, Manager of Sellers

Date: \_\_\_\_\_, 2024

By: Terrell Group Management, LLC, an Oregon limited liability company,  
Manager of Sellers

By: \_\_\_\_\_  
Patrick Terrell, Member

Date: \_\_\_\_\_, 2024

**Exhibits:**

Exhibit A: Legal Description of the Urban Village Property  
Exhibit B: Map  
Exhibit C: Legal Description of the Property

**THE CITY:**

CITY OF CAMAS, WASHINGTON, a Washington municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

**EXHIBIT A  
TO  
MEMORANDUM OF UNDERSTANDING FOR CONVEYANCE OF LAND**

**(Legal Description of the Urban Village Property)**

**LEGAL DESCRIPTION:** Real property in the County of Clark, State of Washington, described as follows:

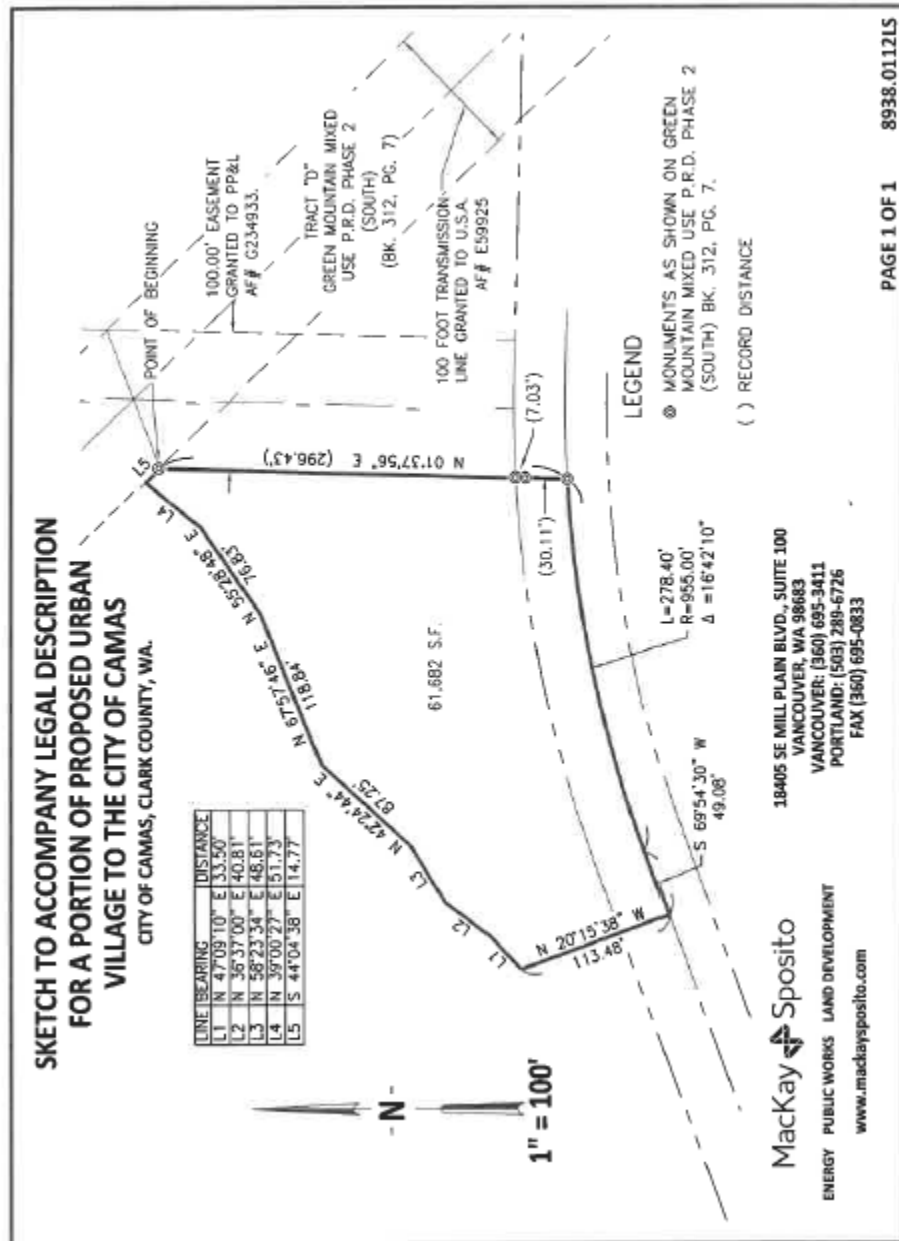
A PARCEL OF LAND IN THE THOMAS J. FLETCHER DONATION LAND CLAIM NO 51 AND THE EAST HALF OF SECTION 20, AND THE WEST HALF OF SECTION 21 ALL IN TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21;  
 THENCE SOUTH 88°40'59" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 830.93 FEET TO THE EAST LINE OF THE THOMAS J FLETCHER DONATION LAND CLAIM NO 51;  
 THENCE SOUTH 01°13'25" WEST ALONG SAID EAST LINE, A DISTANCE OF 1315.09 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER;  
 THENCE SOUTH 88°42'01" EAST ALONG SAID NORTH LINE, A DISTANCE OF 180.00 FEET;  
 THENCE SOUTH 01°17'59" WEST LEAVING SAID NORTH LINE, A DISTANCE OF 214.50 FEET;  
 THENCE SOUTH 43°42'01" EAST A DISTANCE OF 97.00 FEET;  
 THENCE SOUTH 46°17'59" WEST A DISTANCE OF 217.43 FEET;  
 THENCE NORTH 43°42'01" WEST A DISTANCE OF 217.20 FEET;  
 THENCE NORTH 01°17'59" EAST A DISTANCE OF 209.50 FEET;  
 THENCE NORTH 44°04'38" WEST A DISTANCE OF 10.00 FEET;  
 THENCE SOUTH 45°55'22" WEST A DISTANCE OF 18.00 FEET;  
 THENCE NORTH 44°04'38" WEST A DISTANCE OF 45.00 FEET;  
 THENCE SOUTH 46°55'22" WEST A DISTANCE OF 25.00 FEET;  
 THENCE NORTH 44°04'38" WEST A DISTANCE OF 293.00 FEET;  
 THENCE SOUTH 64°48'03" WEST A DISTANCE OF 119.90 FEET TO A POINT OF A 325.00 FOOT RADIUS CURVE TO THE LEFT;  
 THENCE ALONG SAID 325.00 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS SOUTH 50°35'01" WEST A DISTANCE OF 159.64 FEET) AN ARC DISTANCE OF 161.29 FEET;  
 THENCE SOUTH 36°21'59" WEST A DISTANCE OF 152.0 FEET;  
 THENCE SOUTH 53°38'01" EAST A DISTANCE OF 82.00 FEET;  
 THENCE SOUTH 36°21'59" WEST A DISTANCE OF 60.08 FEET TO A POINT ON A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT;  
 THENCE ALONG SAID 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS SOUTH 79°04'29" WEST, A DISTANCE OF 33.91 FEET), AN ARC DISTANCE OF 37.27 FEET;  
 THENCE SOUTH 36°21'59" WEST A DISTANCE OF 10.37 FEET TO A POINT ON A 226.00 FOOT RADIUS CURVE TO THE RIGHT;  
 THENCE ALONG SAID 226.00 FOOT RADIUS CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS SOUTH 40°24'28" WEST A DISTANCE OF 31.66 FEET), AN ARC DISTANCE OF 31.68 FEET;  
 THENCE SOUTH 44°26'57" WEST A DISTANCE OF 116.20 FEET TO A POINT ON A 25.00 FOOT RADIUS CURVE TO THE LEFT;  
 THENCE ALONG SAID 25.00 RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS SOUTH 10°50'12" WEST, A DISTANCE OF 27.68 FEET), AN ARC DISTANCE OF 29.33 FEET;  
 THENCE SOUTH 52°11'03" WEST A DISTANCE OF 52.78 FEET TO A POINT ON A 174.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT;  
 THENCE ALONG SAID 174.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS NORTH 41°41'00" WEST, A DISTANCE OF 23.47 FEET), AN ARC DISTANCE OF 23.49 FEET;

THENCE NORTH 45°33'03" WEST A DISTANCE OF 41.94 FEET;  
 THENCE SOUTH 56°38'34" WEST A DISTANCE OF 154.02 FEET;  
 THENCE NORTH 33°21'26" WEST A DISTANCE OF 10.00 FEET;  
 THENCE SOUTH 56°38'34" WEST A DISTANCE OF 384.01 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NORTHEAST INGLE ROAD AS CONVEYED TO CLARK COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 4217481, SAID POINT BEING 30.00 FROM, WHEN MEASURED PERPENDICULAR TO, THE CENTERLINE OF SAID ROAD;  
 THENCE SOUTH 33°35'50" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 334.36 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE NORTH 56°24'10" EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 337.32 FEET;  
 THENCE SOUTH 33°35'50" EAST A DISTANCE OF 116.84 FEET;  
 THENCE NORTH 60°11'05" EAST A DISTANCE OF 517.11 FEET;  
 THENCE SOUTH 18°43'16" EAST A DISTANCE OF 40.08 FEET TO A POINT ON A 180.00 FOOT RADIUS CURVE TO THE LEFT;  
 THENCE ALONG SAID 180.00 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS SOUTH 44°53'37" EAST A DISTANCE OF 158.79 FEET), AN ARC DISTANCE OF 164.45 FEET TO A POINT OF COMPOUND CURVATURE WITH A 330.00 FOOT RADIUS CURVE TO THE LEFT;  
 THENCE ALONG SAID 330.00 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS NORTH 83°01'06" EAST A DISTANCE OF 288.45 FEET), AN ARC DISTANCE OF 298.52 FEET;  
 THENCE NORTH 57°06'11" EAST A DISTANCE OF 219.78 FEET;  
 THENCE SOUTH 44°04'38" EAST A DISTANCE OF 645.44 FEET;  
 THENCE SOUTH 01°37'56" WEST A DISTANCE OF 296.43 FEET TO A POINT ON THE CENTERLINE OF NORTHEAST GOODWIN ROAD, SAID POINT BEING A POINT ON A 955.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT;  
 THENCE ALONG SAID CENTERLINE, AND ALONG SAID 955.00 FOOT RADIUS NONTANGENT CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS SOUTH 78°15'35" WEST, A DISTANCE OF 277.41 FEET), AN ARC DISTANCE OF 278.40 FEET;  
 THENCE SOUTH 69°54'30" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 354.84 FEET TO A POINT ON A 955.00 FOOT RADIUS CURVE TO THE LEFT;  
 THENCE ALONG SAID CENTERLINE, AND ALONG SAID 955.00 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS SOUTH 56°56'15" WEST, A DISTANCE OF 428.71 FEET), AN ARC DISTANCE OF 432.40 FEET;  
 THENCE SOUTH 43°58'00" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 494.48 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID NORTHEAST INGLE ROAD, SAID POINT BEING 30.00 FROM, WHEN MEASURED PERPENDICULAR TO, THE CENTERLINE OF SAID ROAD;  
 THENCE NORTH 46°15'59" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY PROJECTOR THEREOF, A DISTANCE OF 39.01 FEET TO A POINT ON A 770.00 FOOT RADIUS CURVE TO THE RIGHT;  
 THENCE ALONG SAID RIGHT-OF-WAY LINE, AND ALONG SAID 770.00 FOOT RADIUS CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS NORTH 29°32'51" WEST, A DISTANCE OF 443.01 FEET), AN ARC DISTANCE OF 449.36 FEET;  
 THENCE NORTH 12°49'45" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 392.70 FEET TO A POINT ON AN 830.00 FOOT RADIUS CURVE TO THE LEFT;  
 THENCE ALONG SAID RIGHT-OF-WAY LINE, AND ALONG SAID 830.00 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS NORTH 23°12'47" WEST A DISTANCE OF 299.21 FEET), AN ARC DISTANCE OF 303.85 FEET;  
 THENCE NORTH 33°35'50" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 129.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT PUBLIC ROADS.

**EXHIBIT B**  
**TO**  
**MEMORANDUM OF UNDERSTANDING FOR CONVEYANCE OF LAND**  
**(Map)**



**EXHIBIT C  
TO  
MEMORANDUM OF UNDERSTANDING FOR CONVEYANCE OF LAND**

**(Legal Description of the Property)**

LEGAL DESCRIPTION FOR A PORTION OF PROPOSED URBAN VILLAGE TO THE  
CITY OF CAMAS

A parcel of land in the Thomas J. Fletcher Donation Land Claim No. 51 and the South half of the Northwest quarter and the North half of the Southwest quarter of Section 21, all in Township 2 North, Range 3 East of the Willamette Meridian in Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of Tract D of "Green Mountain Mixed Use P.R.D. Phase 2 (South}" as recorded in Book 312, at Page 7, records of Clark County;

THENCE South  $01^{\circ} 37' 56''$  West, along the West line of said Tract D, 296.43 feet to a point on the centerline of Northeast Goodwin Road, said point being a point on a 955.00 foot radius non-tangent curve to the left;

THENCE along said centerline, and along said 955.00 foot radius non-tangent curve to the left (the long chord of which bears South  $78^{\circ} 15' 35''$  West 277.41 feet), an arc distance of 278.40 feet;

THENCE South  $69^{\circ} 54' 30''$  West, along said centerline 49.08 feet;

THENCE leaving said centerline, North  $20^{\circ} 15' 38''$  West 113.48 feet;

THENCE North  $47^{\circ} 09' 10''$  East 33.50 feet;

THENCE North  $36^{\circ} 37' 00''$  East 40.81 feet;

THENCE North  $58^{\circ} 23' 34''$  East 48.61 feet;

THENCE North  $42^{\circ} 24' 44''$  East 87.25 feet;

THENCE North  $67^{\circ} 57' 46''$  East 118.84 feet;

THENCE North  $55^{\circ} 28' 48''$  East 76.83 feet;

THENCE North 39° 00' 27" East 51.73 feet to the Southerly boundary of "Green Mountain Mixed Use P.R.D. Phase 2C", as recorded in Book 312, Page 101, records of Clark County;

THENCE South 44° 04' 38" East along said Southerly boundary 14.77 feet to the POINT OF BEGINNING.

EXCEPT Public Roads.

Containing 61,682 Square Feet, more or less, net of Public Roads.

## ~ PROCLAMATION ~

WHEREAS, America has been continually renewed and enriched by people from diverse backgrounds; and

WHEREAS, each brings their unique heritage, which over time becomes part of our shared heritage; and

WHEREAS, generations of Asian Americans have helped make America what it is today; and

WHEREAS, there are more than 500,000 Taiwanese Americans in the United States, with a significant Taiwanese American community in Camas, WA; and

WHEREAS, Taiwanese Americans have made indispensable contributions to the diversity and prosperity of American society as successful and notable artists, Nobel Laureate scientists, researchers, human rights activists, and business leaders; and

WHEREAS, Taiwanese Americans are proud of their roots and of their vital role in strengthening our nation; and

WHEREAS the year 2023 marks the 44th anniversary of the enactment into law of the 1979 "Taiwan Relations Act," which – together with the 1982 "Six Assurances" – forms the cornerstone of U.S.-Taiwan relations; and

WHEREAS this week recognizes the longstanding friendship between the United States and Taiwan; and

WHEREAS, during this special week, Taiwanese Americans can embrace America's diversity and celebrate our shared traditions that make America a great nation;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim the week of May 14-21, 2024, as:

### ***"Taiwanese American Heritage Week"***

in the City of Camas, encourage all citizens to join in this observance.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 6<sup>th</sup> day of May 2024.

\_\_\_\_\_  
Steve Hogan, Mayor



## ~ PROCLAMATION ~

WHEREAS, for generations, Camasonians have proudly served our nation during times of conflict and peace; and

WHEREAS, our brave service men and women, their families, and their loved ones have made great sacrifices to protect the freedom we enjoy; and

Meanwhile, Washington is fifth in the nation in terms of the number of active-duty military, with more than 63,000 military personnel and their families serving and more than 18,000 reservists.

WHEREAS, our state's active-duty military and more than 500,000 veterans impart courage, honor, and valor to their fellow Washingtonians; and

WHEREAS, these service members and veterans are true leaders in our community and are integral to the success, advancement, and prosperity of our City; and

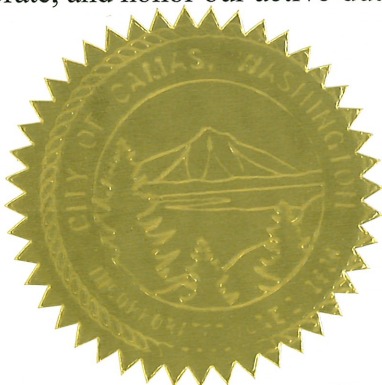
WHEREAS, during Military Appreciation Month, we are reminded of the vital role the United States Armed Forces have played in the history and development of our country, state, and community and of our responsibility as Americans to support and honor the selfless service of our military families; and

WHEREAS, this month and throughout the year, we recognize our Washington, and more specifically, our Camas service members and veterans, and remember with deep gratitude the men and women who have given their lives in defense of our freedom;

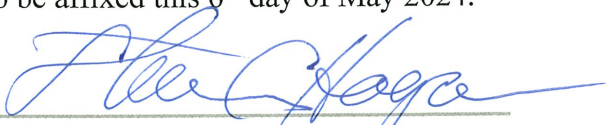
NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim May 2024, as:

### ***“Military Appreciation Month”***

in the City of Camas and encourage all citizens this month and throughout the year to observe, celebrate, and honor our active-duty and reservist Armed Forces members and veterans.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 6<sup>th</sup> day of May 2024.

  
Steve Hogan, Mayor



## ~ PROCLAMATION ~

WHEREAS, the citizens of the Camas recognize the vital role that swimming and aquatic-related activities contribute to good physical and mental health and enhance the quality of life for all people; and

WHEREAS, the City of Camas is a thriving, cohesive community that values and stewards its parks, open spaces, and natural bodies of water; and

WHEREAS, the Camas community enjoys access and recreational activities in and around multiple bodies of water, including Lacamas Lake, Lacamas Creek, Round Lake, Fallen Leaf Lake, Washougal River, Columbia River, and along small streams; and

WHEREAS, the City of Camas is aware of the contributions made by the recreational water industry to provide programs and healthy places to recreate, learn and grow, build self-esteem, confidence, and sense of self-worth, which contributes to the quality of life in our community; and

WHEREAS, nationally an estimated 11 people die each day from unintentional drowning; and

WHEREAS, drowning is the second leading cause of death among children ages one to fourteen; and

WHEREAS, it is understood that Water Safety education plays an essential part in preventing drowning and recreational water-related injuries; and

WHEREAS it is vitally important to communicate information about Water Safety rules and programs to families and individuals of all ages, including private pool owners or visitors to public facilities, lakes, rivers, and waterparks;

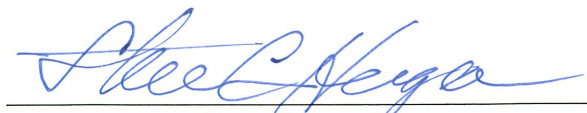
NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim May 2024, as:

### ***“Water Safety Month”***

in the City of Camas, and encourage all citizens to join in this observance.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 6<sup>th</sup> day of May 2024.

  
Steve Hogan, Mayor

2024 Citizen Appointment

Item 14.

Board/ Committee/ Commission	Term	Full Name	Appointment	Term Expiration
Parks and Recreation Commission	3 Years	Alicia Brazington	Appointment	12/31/2026



## Staff Report

May 6, 2024 Council Regular Meeting

Resolution No. 24-007 Interlocal Agreement with Clark County for Long-Term Watershed Management Partnership

Presenter: Steve Wall, Public Works Director

Time Estimate: 5 minutes

Phone	Email
360.817.7899	swall@cityofcamas.us

**BACKGROUND:** The City led an effort between 2020 and 2023 to complete a Lake Cyanobacteria Management Plan ("Lake Management Plan") for Lacamas, Round and Fallen Leaf Lakes. The Draft Plan was presented to the City Council and submitted to the Department of Ecology in Fall 2023 for review. Staff has not received comments back from Ecology staff; however, verbal discussions and emails with Ecology indicate no substantive changes will be needed and that there does not need to be a "formal" approval of the Plan for the City to apply for and receive future grant funding in this regard.

**SUMMARY:** The Lake Management Plan recognizes that it is not just management of the Lakes that is needed to improve water quality. The overall health of the 67 square mile Lacamas Creek Watershed plays a significant role in the long-term health and water quality of Lacamas and Round Lakes. As the majority of the Watershed is located outside of the City of Camas and is within the County's overall jurisdiction, both parties have recognized a need to partner in the ongoing efforts to manage and hopefully improve the water quality conditions within the Lacamas Creek Watershed.

The Interlocal Agreement (ILA) has been jointly drafted by Staff at both agencies with the intent that a long-term partnership is formed, in conjunction with other agencies, organizations, and the public, to help manage and improve water quality within the Lacamas Watershed and Lakes. Through this Agreement, ultimately the Parties intend to identify roles and responsibilities, governance, policy, joint and individual work plans and financial expectations, and to clarify regulatory authority(ies) in support of a shared Vision for the Watershed and Lakes.

Staff most recently reviewed the ILA with the City Council at the April 15, 2024 Workshop. This was the second touch with Council to review the final draft and no changes were suggested or made to the document. Likewise, the Clark County Council has had multiple opportunities to review the draft ILA. The County Council will consider adoption of the ILA at their May 7<sup>th</sup> meeting.

**BENEFITS TO THE COMMUNITY:** Formation of a long-term partnership with the intent to jointly try and improve water quality will benefit not only the residents of Camas, but the broader

community that live within the watershed and/or use the Lakes for recreation and other activities. Improvement to water quality will also provide long-term environmental benefits.

**POTENTIAL CHALLENGES:** Overall improvement to the water quality within the Watershed and Lakes will take significant efforts by other agencies, property owners, organizations and the public at large. A partnership between the County and City can help highlight the continued importance of improvements overtime; however, signing of an ILA and the partnership itself will not guarantee success.

**BUDGET IMPACT:** There are no budget impacts with drafting and development of the Interlocal Agreement. However, as discussed with Council previously, both short- and long-term management of the Lakes and Watershed as a whole will include the potential need for significant tracking and expenditures through time. In the near-term, the draft ILA contemplates the City leading and paying for treatment of Lacamas Lake through use of the 2023 State Budget Proviso funds.

**RECOMMENDATION:** Staff recommends that Resolution No. 24-007 be approved as presented.

## RESOLUTION NO. 24-007

A RESOLUTION OF THE CITY OF CAMAS, WASHINGTON  
approving an Interlocal Agreement with Clark County, Washington to  
Develop a Long-Term Partnership for Management of the Lacamas  
Watershed and Lacamas/Round Lakes.

WHEREAS, the City of Camas and Clark County intend to enter into an Interlocal Agreement to develop a long-term partnership for management of the Lacamas Watershed and Lacamas/Round Lakes; and

WHEREAS, the City of Camas and Clark County have negotiated the terms of such Interlocal Agreement; and

WHEREAS, the Interlocal Cooperation Act pursuant to RCW Chapter 39.34 allows one or more public entities to contract with one another to perform government functions or services which each is allowed by law to perform; and

WHEREAS, RCW 39.34.030(2) provides that appropriate action by resolution or otherwise pursuant to law of the respective governing bodies is required to approve any Agreement adopted pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act;

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

## I

The City of Camas hereby approves the Interlocal Agreement with Clark County and authorizes the Mayor to execute the Agreement on behalf of the City.

## II

Pursuant to RCW 39.34.040 the Interlocal Agreement as herein approved shall be listed on the City's website or other electronically retrievable public source.

RESOLUTION NO. 24-007

PASSED by the Council of the City of Camas and approved by the Mayor this **6th** day of  
**May, 2024.**

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

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

APPROVED as to form:

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

**INTERLOCAL AGREEMENT  
BETWEEN CLARK COUNTY AND THE CITY OF CAMAS  
TO DEVELOP A LONG-TERM PARTNERSHIP FOR  
MANAGEMENT OF THE LACAMAS WATERSHED AND LACAMAS/ROUND LAKES**

Pursuant to Chapter 39.34 RCW and RCW 70A.205.040, this Interlocal Agreement (Agreement) is entered into between Clark County and the City of Camas (the "Parties"), recognizing the continued efforts of the Parties to improve water quality within the Lacamas Watershed, Lacamas Lake and Round Lake, and to develop a long-term partnership to collaborate on future management and implementation strategies.

WHEREAS, the Parties recognize that our community, businesses, public policymakers, and local government staff benefit from cooperative, coordinated, and shared approaches to managing the Lacamas Watershed and Lacamas and Round Lakes (the "Lakes"); and

WHEREAS, both Parties understand the importance of watershed management and the impacts that poor water quality can have on the environment, recreation, and citizens' overall quality of life; and

WHEREAS, there is a mutual benefit to the County and City to continue to protect and improve the Lacamas Watershed for the benefit of current and future generations; and

WHEREAS, Camas citizens, recreational users of the Lakes, and other broader community members have made it abundantly clear through comments and public engagement that improving the water quality within the Lakes and the broader Lacamas Watershed is of paramount importance; and

WHEREAS, in the 1990's and early 2000's the County independently, and through partnering with the Department of Ecology, completed water quality monitoring within Lacamas and Round Lakes, developed strategies to improve water quality, and implemented improvements within the Watershed, primarily targeting agricultural and dairy practices at the time; and

WHEREAS, since the early 2000's there has not been a concerted effort on the part of any agency to specifically monitor water quality within the Lakes and there has been an apparent worsening of water quality or other change in conditions that has brought consistent algal blooms to occur on the Lakes, impacting recreational activities and other environmental resources; and

WHEREAS, the County has completed monitoring of streams within the Lacamas Watershed every five years to track water quality status and trends, with the last effort completed in 2021; and

WHEREAS, in 2021, the City and the County partnered on completion of a water quality assessment of Fallen Leaf Lake (previously known as Dead Lake), which discharges into Lacamas Lake; and

WHEREAS, beginning in 2020 the City secured funding and took the lead in developing a Lake Cyanobacteria Management Plan ("Lake Management Plan") in accordance with the Department of Ecology's guidance documents and in coordination with multiple agency and non-profit stakeholders, including Clark County. A draft of the Lake Management Plan was completed in Fall 2023 and is currently under review by the Department of Ecology; and

WHEREAS, funding for the Lake Management Plan was in part provided by the Department of Ecology Freshwater Algae Control Program and through State Budget appropriations submitted on behalf of the community by the Parties State legislators; and

WHEREAS, the larger streams and the Lakes within the Lacamas Watershed are considered Waters of the State, signifying they are owned by the public and managed through a coordinated effort of state and local agencies, including the County and Camas; and

WHEREAS, the Parties recognize it will take a concerted effort on the part of all agencies having jurisdiction, all non-profit organizations, and the general public to make significant improvements to the water quality within the Lacamas Watershed and Lakes; and

WHEREAS, both parties have existing National Pollutant Discharge Elimination System (NPDES) Stormwater Permits and dedicated stormwater programs that already plan, monitor, inspect and improve water quality within their respective jurisdictional boundaries, including the Lacamas Watershed and Lakes; and

WHEREAS, through the Clark County Cleanwater Commission, a Lacamas Watershed Symposium was held on October 25, 2023, in which multiple agencies and non-profit organizations presented on all of the good work that has been occurring within the Lacamas Watershed and Lakes and where participants discussed potential opportunities for partnering and coordinating on future management and implementation of strategies to improve water quality within the Lacamas Watershed and Lakes; and

WHEREAS, after the Lacamas Watershed Symposium, the City of Camas Council, and the Clark County Council each individually supported the development of an interlocal agreement and partnership between Camas and the County to lead efforts to strengthen and coordinate on management of and improvement to the water quality within the Lacamas Watershed and Lakes.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed:

1. **Purpose of Agreement.** The Parties intend this Agreement to provide for a long-term partnership and creation of a governance structure in support of efforts, in conjunction with other agencies, organizations, and the public, to improve water quality within the Lacamas Watershed and Lakes. Through this Agreement, ultimately the Parties intend to identify roles and responsibilities, governance, policy, joint and individual work plan, and financial expectations, and to clarify regulatory authority(ies) in support of a shared Vision for the Watershed and Lakes.
  - 1.1. The Parties will revisit this Agreement at least biannually, or as otherwise necessary, to determine if updates are required.



## **2. Joint Vision and Charter Development.**

- 2.1. The Parties will develop a joint Vision and Charter document to confirm and identify a shared vision for the Lacamas Watershed and clarify roles, responsibilities, and expectations for each party as it relates to achieving the Vision and implementing Watershed and Lake Management activities for the Lakes. The Charter may include such things as a governance structure for joint decision-making where necessary, a shared public outreach and information plan, internal communication strategies for keeping the Clark County Council and Camas City Council (the “Councils”) informed, annual joint work plan requirements, and other related activities as further identified below.

## **3. Technical Advisory Group Creation.**

- 3.1. The Parties will create a Technical Advisory Group (TAG) to provide for streamlined communication between the Parties; provide technical overview and guidance for activities in the Watershed and Lakes; recommend implementation strategies with forecasted and measurable outcomes to the Councils’ to improve water quality within the Lacamas Watershed and Lakes; recommend funding and policy initiatives; and manage, oversee and monitor the effectiveness of this Agreement, implemented projects, public participation and stakeholder engagement.
- 3.2. The TAG shall meet at least twice annually to review status of individual Party work efforts, assign, and coordinate on joint activities, and determine if there are necessary updates for the Councils. Agendas shall be jointly prepared and reviewed by the Parties.
- 3.3. The TAG shall include members of staff from each Party, and at a minimum will include the Public Works Directors, or their designee, and technical staff members from the County’s Cleanwater Division and the City’s Stormwater Division. It is envisioned that early meetings of the TAG may have participation from only County and City staff, then expand as the partnership and associated projects evolve.
  - 3.3.1. Each Party may have other staff attend TAG meetings at their own discretion.
  - 3.3.2. Representatives from other agencies or non-profit organizations may be invited to attend TAG meetings upon concurrence of both Parties.

## **4. Joint Public Outreach and Agency Partnerships.**

- 4.1. Public Outreach. The Parties will develop a joint Public Participation Plan for the Lacamas Watershed and Lakes including strategies for keeping the public informed about the status of water quality and implementation strategies and creating a process to gather public input as work efforts and implementation progresses. This Public Participation Plan, at a minimum, will:
  - 4.1.1. Identify target audiences and establish key messages for all stakeholders.
  - 4.1.2. Identify timelines for routine public meetings and/or open houses to share updates on implementation progress in the Watershed and Lakes.
  - 4.1.3. Establish a webpage(s) to provide updates on implementation efforts in the Lacamas Watershed and Lake.
  - 4.1.4. Designate co-sponsored volunteer stewardship activities including, but not limited to, litter cleanups, invasive species removal, community service events, and tree planting activities.

- 4.1.5. Identify opportunities to provide education and outreach at public events, such as the Camas Farmers Market and Annual Lake Cleanup, and the type of information that should be shared.
- 4.1.6. Identify and develop specific education and outreach programs through coordination with local organizations that work directly with private landowners to educate property owners on what they can do to improve water quality.
- 4.1.7. The Parties will work together to develop a specific outreach plan or strategy to work with large pollutant generating facilities in the watershed including Golf Courses and Dairies. This will include requesting partnership support from the Department of Ecology, USDA NRCS, WSDA, or other agencies for joint site visits, outreach, technical, and financial assistance.

#### 4.2. Agency Partnerships.

- 4.2.1. The Parties will follow the Department of Ecology's Lacamas Creek Source Assessment and Advanced Restoration Plan (ARP) development for the Lacamas Watershed. The Parties will participate, review, or provide comments when deemed necessary to Ecology as allowed or otherwise requested through the Ecology process.
  - 4.2.1.1. The Parties understand the Assessment will serve as the technical foundation for watershed implementation activities and the ARP will identify priority areas and projects for implementation, develop a list of implementation activities, establish cost estimates and a timeline for implementation, and include long-term effectiveness monitoring to adaptively manage the ARP; all for the benefit of the Watershed. It is anticipated that the Parties will be instrumental in carrying out the recommendations of the ARP, likely through their respective Stormwater NPDES permits and, as such, the Parties should endeavor to actively participate in the development of the ARP.

### 5. Policy Initiatives.

- 5.1. Operating within their respective established budgetary and policymaking framework, the Parties will attempt to work together to establish legislative priorities and requests for funding for the Lacamas Watershed and Lakes focused on reducing nutrient loading and harmful algal blooms. Examples may include such things as seeking local and/or State legislative support for septic, sewer, and stormwater activities; support for agricultural work; riparian restoration activities; or efforts to regulate the use of phosphate-based fertilizers in the watershed.
- 5.2. The Parties, through recommendations of the TAG, will work together to identify opportunities to update local codes and ordinances to protect water quality in the Lacamas Watershed and Lakes, which could include new requirements around nutrient application or developing policies for motorized boaters on Lacamas Lake.
- 5.3. The Parties will work together to identify, support, and pursue funding and partnerships for projects that involve land acquisition, riparian and wetland restoration, or implementation of agricultural best management practices for manure management.

- 5.4. The Parties will explore opportunities to increase local funding for Watershed and Lakes Management activities. This may include a review of recreational fees, event permits, stormwater rates, use of Clark County's Conservation Futures program, or other potential programs in both jurisdictions. As part of this effort, opportunities to fund other Watershed partners' efforts such as the Clark Conservation District, Lacamas Watershed Council and the Watershed Alliance of Southwest Washington should be explored to the extent possible.
- 5.5. Long-Term Management. The Parties will assess potential options to, benefits of, or challenges of maintaining a long-term interlocal agreement-based partnership, establishing a different form of joint operated management structure, or the potential for a separate new entity that can serve as a chief steward to support and fund implementation work in the Lacamas Watershed and Lakes. Initial work led by the TAG will focus on determining when an appropriate time would be to assess these potential options as the Parties recognize initial coordination and development of a municipal partnership is the near-term priority.

## 6. Work Plans.

### 6.1. Clark County.

- 6.1.1. Dependent upon available funding and staff resources, implement microbial source tracking (MST) monitoring to collect bacteria samples and use DNA technologies to determine whether bacteria pollution is coming from humans, livestock, horses, dogs, or geese. This information will be used to work with Poop Smart Clark to assist landowners with water quality problems on their property, specifically from livestock and septic systems, or to work on other geese deterrent strategies.
- 6.1.2. Continue to provide monitoring support for the Lacamas Watershed by completing monitoring at least every five years to track water quality status and trends.
- 6.1.3. Complete stormwater inventory and upgrade all stormwater cartridges to Phosphorb cartridges to increase nutrient treatment in stormwater runoff.
- 6.1.4. Clark County Public Health will continue to provide cyanobacteria monitoring and education to recreationalists on water quality and beach closures.
- 6.1.4.1. The Parties will continue coordinating regarding potential improvements to the testing and notification process as it relates to the amount of time required to notify the general public of potential water quality concerns.

### 6.2. Camas.

- 6.2.1. Continue to provide updates to the TAG and Councils regarding operation of the Lacamas Lake Dams and explore opportunities to integrate dam management activities to improve flushing of Lacamas Lake.
- 6.2.2. In coordination with the TAG, develop a final Lake Treatment Plan to be implemented in Summer 2024 and more fully develop an adaptive treatment, management, and effectiveness monitoring plan for subsequent years.
- 6.2.3. In coordination with the TAG, develop and complete monitoring activities in, and downstream of, the Lakes as necessary to continue to establish baseline information and

support future Lake treatment efforts.

- 6.2.4. Gather additional information relative to the findings in the Lake Management Plan, including considerations of things such as dye tracing to determine how creek flows entering the Lakes move through the water bodies, conducting more extensive aquatic vegetation surveys, investigating the sources of the Unnamed Creek on the north side of Lacamas Lake, and additional sediment sampling.

6.3. **Near-Term Joint Work Plan.**

- 6.3.1. Develop a joint Vision and Charter per Section 2.1.
- 6.3.2. Create and confirm membership of a Technical Advisory Group (TAG) per Section 3.1.
- 6.3.3. Develop a joint Public Participation Plan per Section 4.1.
- 6.3.4. Develop a specific outreach plan and strategies to work with large pollutant generating facilities per Section 4.1.2.
- 6.3.5. Identify legislative priorities for the next biennium to request support from the Parties local legislators per Section 5.1.
- 6.3.6. Identify potential opportunities to update local Codes to further strategies that will assist in improving water quality within the Lacamas Watershed and Lakes per Section 5.2.
- 6.3.7. Explore opportunities to increase local funding for Lacamas Watershed and Lakes activities per Section 5.4.
- 6.3.8. Develop a conceptual Watershed Improvement Plan with known or suspected “hot spots” (e.g. areas of significant erosion; contributions of contaminants, septic failures, etc.) and potential projects, lead agency, anticipated costs, and probable funding sources to be used by the Parties as a tool to track opportunities not otherwise identified in other planning documents.

6.4. **Ongoing Joint Work Plan.**

- 6.4.1. Revisit this Agreement at least biannually per Section 1.1.
- 6.4.2. Continue working with agency and non-profit organizations per Section 4.
- 6.4.3. The Parties will inventory their respective stormwater facilities to identify which facilities currently have phosphorous removal treatment cartridges. Facilities that are missing, malfunctioning, or needing replacement will be incorporated into the annual capital plan to be upgraded.
- 6.4.4. Continue to implement each agency’s respective stormwater management programs regulated by the Phase I (County) and Phase II (Camas) NPDES Municipal Stormwater Permits, which includes inspection, maintenance, and repair of municipal stormwater infrastructure. This also includes continuing to identify opportunities for stormwater retrofits; providing routine street sweeping; technical assistance for pollution source control; and providing homeowners with technical assistance for private stormwater facilities.
- 6.4.5. Both Parties will continue to participate in the Stormwater Partners for Southwest Washington to continue coordinating on stormwater management activities.
- 6.4.6. The Parties will continue to investigate long-term treatment opportunities and best practices for controlling harmful algal blooms in the Lakes based on treatment effectiveness.

6.4.7. Document annual Watershed and Lakes activities in an annual report to be presented to the Councils and made available to the general public.

**7. Limitations.**

7.1. Nothing in this agreement shall supersede any authority granted to either the County or the City, or otherwise imply any control by one Party over the other Party.

7.2. Nothing in this agreement shall obligate either Party to provide personnel or assume operation and maintenance responsibilities for the other party's facilities or operations. Nor shall any provision of this agreement change in any manner the rules and restrictions under which either party operates.

7.3. The terms of this Agreement are intended for the exclusive benefit of the Parties hereto and nothing contained herein shall be construed to create any duty or obligation not otherwise mandated by law or create any rights or benefits in or to any third-party.

8. **Dispute resolution.** Any disputes arising under the terms of this agreement shall be resolved through a negotiated effort to reach consensus. The Parties may agree to mediation as part of such effort.

9. **Term.** Commencing on the effective date as outlined below in this Agreement, this Agreement shall continue until terminated as herein provided. Any party hereto may withdraw and terminate its rights and obligations under this Agreement with the understanding that:

9.1. Notice of intent to withdraw shall be provided with 90 days' notice; and

9.2. Termination will not absolve the City or County of responsibility for meeting financial and other obligations outstanding at the time of termination.

10. **Effective date.** This Agreement shall be effective upon its execution by both Parties.

11. **Entire agreement and modification.** This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties.

12. **Indemnification / Hold harmless.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, including their elected and appointed officials, agents, and employees from and against all claims of third parties, and all associated losses arising out of or resulting from each party's own negligent acts or omissions with respect to the performance of this Agreement. Neither party will be required to indemnify, defend, or save harmless the other party if the claim is caused by the sole negligence of the other party. Where such claims result from the concurrent negligence of the parties, their agents, officials, or employees, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials, or

employees. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees. Parties waive their immunities under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the other party and their elected and appointed officials, agents, or employees. This provisions of this section shall survive after the termination of this Agreement.

13. **Public Records Act.** Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, each party agrees to maintain all records constituting public records and to produce or assist both parties in producing such records, within the time frames and parameters set forth in state law. Each party further agrees that upon receipt of any written public record request from the public, shall, within two business days, notify the other party of receipt of the request by providing a copy of the request to the other party's Public Records Officer.
14. **Recording or Public Listing.** The Parties agree that this Agreement, after full execution, either will be recorded with the Clark County Auditor or listed by subject on each Party's website or other electronically retrievable public source, as required by RCW 39.34.040.
15. **Severability.** If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.
16. **Interlocal Cooperation Act Compliance.** This is an agreement entered into pursuant to Chapter 39.34, RCW. Its purpose is as set forth in Sections 1 and 2. Its duration is as specified in Section 9. Its method of termination is set forth in Section 9. No property shall be acquired pursuant to this Agreement, which will need to be disposed of upon partial or complete termination of this Agreement.

CLARK COUNTY, WASHINGTON

CITY OF CAMAS, WASHINGTON

\_\_\_\_\_  
Kathleen Otto, County Manager

\_\_\_\_\_  
Steven C. Hogan, City of Camas Mayor

APPROVED AS TO FORM ONLY

APPROVED AS TO FORM ONLY

ANTHONY F. GOLIK  
*Clark County Prosecuting Attorney*

\_\_\_\_\_  
Kevin A. McDowell, Deputy Prosecuting Attorney

\_\_\_\_\_  
Shawn MacPherson, City Attorney



## Staff Report

May 6, 2024, City Council Meeting

Public Hearing – Ordinance No. 24-007 Interim Accessory Dwelling Unit Code Amendments

Presenter: Alan Peters, Community Development Director and Madeline Sutherland, Planner

Time Estimate: 20 minutes

Phone	Email
360.817.1568	msutherland@cityofcamas.us

**BACKGROUND:** Accessory dwelling units (ADUs) are small, self-contained residential units located on the same lot as an existing single-family home. ADUs are regulated in Camas by CMC Chapter 18.27 and are allowed in all zones where residential uses are permitted.

In 2023 the Washington State Legislature passed HB 1337, a bill limiting how cities can regulate ADUs. Staff discussed these new requirements with Council at a December 2023 workshop where concern was raised about a couple of larger ADUs recently constructed within the community. After a follow up presentation at the annual Council planning meeting in January, it was requested that staff present recommendations for code amendments to mitigate concerns about neighborhood compatibility. A workshop was held at a City Council meeting on March 18, 2024, where Council recommended staff move forward with amendments regulating ADU building height, building size, and neighborhood compatibility and privacy. Staff brought these amendments to the Planning Commission workshop on March 28, 2024, and received additional feedback.

**SUMMARY:** RCW 35A.63.220 and RCW 36.70A.390 allow a city to adopt emergency interim regulations associated with zoning matters, on certain conditions. The purpose of the proposed interim ordinance is to address developmental standards for ADUs related to building height, building size, and neighborhood compatibility and privacy while the City of Camas completes its comprehensive plan periodic update and develops permanent ADU regulations consistent with the new requirements of HB 1337 and RCW 36.70A. HB 1337 limits the ways in which cities can regulate ADUs and introduces substantial changes to how ADUs will be developed and used in the future. The City will need to comply with HB 1337 by May 2025, six months after our comprehensive plan periodic review deadline, and at that time will need to allow for at least two ADUs per lot, the selling of individual ADUs as independent units, and will need to remove the owner occupancy requirement.

This interim zoning ordinance must be adopted to be effective immediately in order to ensure that new ADUs do not cause unanticipated impacts on the character or stability of single-family neighborhoods while the City reviews and revises, as appropriate and necessary according to state

law, its comprehensive plan and development regulations relating to ADUs, and to prevent new permit applicants from potentially establishing vested rights inconsistent with the City's future ADU regulations to be considered and adopted while the interim ordinance is effective.

The interim ordinance is proposed to be in effect for one year (the maximum allowed by statute) but may be extended by Council. The proposed ordinance does not include any changes to the existing ADU design guidelines, as these can remain in effect until the City's May 2025 compliance deadline for HB 1337.

**BENEFITS TO THE COMMUNITY:** The identified code amendments would support the stated purpose of the City's ADU regulations in CMC 18.27:

- A. Provide for a range of choices of housing in the city;*
- B. Provide additional dwelling units, thereby increasing densities with minimal cost and disruption to existing neighborhoods;*
- C. Allow individuals and smaller households to retain large houses as residences; and*
- D. Enhance options for families by providing opportunities for older or younger relatives to live in close proximity while maintaining a degree of privacy.*
- E. Ensure that the development of an ADU does not cause unanticipated impact on the character or stability of single-family neighborhoods.*

**POTENTIAL CHALLENGES:** The City is currently undergoing a comprehensive plan update that will address new state requirements related to ADUs and middle housing. ADU regulations must be compliant with HB 1337 within six months of the comprehensive plan update deadline. Any ADU amendments should align with HB 1337.

**RECOMMENDATION:** Staff recommends that City Council hold a Public Hearing, duly advertised according to law, on May 6, 2024, for consideration of this interim ordinance.



## ORDINANCE NO. 24-007

AN ORDINANCE adopting an emergency interim ordinance pursuant to RCW 35A.63.220 and RCW 36.70A.390, amending Section 18.27.050 of the Camas Municipal Code relating to Development Standards for Accessory Dwelling Units, establishing a work plan as required by law, and declaring an emergency necessitating immediate adoption of the interim regulations.

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 allow a City to adopt emergency interim regulations associated with zoning matters, on certain conditions; and

WHEREAS, the City of Camas provides for the development of accessory dwelling units (ADUs) in order to provide for a range of housing choices in the City; and

WHEREAS, Camas Municipal Code Chapter 18.27 sets for certain regulations for ADUs to ensure that the development of an ADU does not cause unanticipated impacts on the character or stability of single-family neighborhoods; and

WHEREAS, the Camas Municipal Code Chapter 18.27 includes developmental standards related to architectural compatibility, building height, and building size to ensure neighborhood compatibility; and

WHEREAS, recent ADU developments have highlighted the need for immediate review of these standards; and

WHEREAS, during the 2023 Washington State Legislature, the Legislature approved and Governor Inslee signed into law Engrossed House Bill 1337, amending RCW 36.70A which requires local jurisdictions to enact significant changes to how ADUs are regulated; and

WHEREAS, RCW 36.70A limits a local jurisdiction's ability to regulate height, size, and ADU design; and

WHEREAS, the City of Camas must amend its ADU regulations to comply with RCW 36.70A within six months of its comprehensive plan update deadline of December 31, 2025; and

WHEREAS, the City of Camas is now conducting a periodic review and update of its comprehensive plan which will address the new requirements of EHB 1337 and other topics; and

WHEREAS, the City Council finds that immediate interim changes to Camas Municipal Code Chapter 18.27 are necessary for the immediate preservation of the public peace, health, and safety, and for the immediate support of City government and its existing public institutions; and

WHEREAS, the City Council held a Public Hearing, duly advertised according to law, on May 6, 2024 for consideration of this interim ordinance.

NOW, WHEREFORE, THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

### I

The purpose of the interim ordinance is to address developmental standards for ADUs related to building height, building size, and neighborhood compatibility and privacy while the City of Camas completes its comprehensive plan periodic update and develops permanent ADU regulations consistent with the new requirements of EHB 1337 and RCW 36.70A.

### II

Section 18.27.050 – Development Standards shall be amended to provide as set forth in the attached Exhibit "A".

### III

This interim zoning ordinance must be adopted to be effective immediately in order to ensure that new ADUs do not cause unanticipated impacts on the character or stability of single-family neighborhoods while the City reviews and revises, as appropriate and necessary according to

state law, its comprehensive plan and development regulations relating to ADUs, and to prevent new permit applicants from potentially establishing vested rights inconsistent with the City's future ADU regulations to be considered and adopted while the interim ordinance is effective. The findings and conclusions above are adopted by the City Council in support of the designation of this ordinance as a public emergency necessary for the protection of the public peace, health, and safety.

#### IV

This interim ordinance shall be effective upon adoption by the Council, by a vote of a majority of the Council plus one, and shall be in effect until May 6, 2025, unless extended or cancelled pursuant to the work plan described herein. While this interim ordinance is in effect, the City will complete its comprehensive plan periodic update and receive public input on what measures of this interim ordinance should be made permanent and/or how to implement the new requirements of EHB 1337 and RCW 36.70A.

#### Work Plan:

The City of Camas is now undergoing a periodic review and update of its comprehensive plan with a completion date of December 31, 2025, pursuant to RCW 36.70A.130. The City is required to comply with the new requirements of EHB 1337 and RCW 36.70A within six months of December 31, 2025, and as part of the update process will develop permanent revisions to Camas Municipal Code Chapter 18.27 to comply with these requirements and will consider whether the measures of this interim ordinance should be made permanent.

#### V

The City adopts the following work schedule:

1. Housing Needs Assessment – May 2024 - August 2024

Staff will conduct an audit of the City’s comprehensive plan housing element, the City’s housing action plan, and review local housing development trends.

2. Public Participation – May 2024 - May 2025

Staff will receive public input related to housing as part of its public engagement strategy for the comprehensive plan update process.

3. Draft Comprehensive Plan Policies – September 2024 - April 2025

Staff will draft new comprehensive plan housing policies which will be informed by the housing needs assessment and public participation.

4. Draft Accessory Dwelling Unit Regulations – December 2024 - May 2025

Staff will draft new ADU regulations based on new comprehensive plan housing policies and review of Department of Commerce guidance related to EHB 1337.

5. Planning Commission Review – February 2025 - April 2025

6. City Council Review – March 2025 - May 2025

7. Adoption of permanent Accessory Dwelling Unit Regulations – May 2025

VI

This ordinance has been passed by a majority plus one vote of the whole membership of the City Council, shall take force and be in effect immediately upon passage.

PASSED by the Council and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Ordinance No. 24-007

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

APPROVED as to form:

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

**EXHIBIT “A”**

Title 18 - ZONING  
Chapter 18.27 ACCESSORY DWELLING UNITS

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**Chapter 18.27 ACCESSORY DWELLING UNITS****18.27.010 Purpose.**

Accessory dwelling units are intended to:

- A. Provide for a range of choices of housing in the city;
- B. Provide additional dwelling units, thereby increasing densities with minimal cost and disruption to existing neighborhoods;
- C. Allow individuals and smaller households to retain large houses as residences; and
- D. Enhance options for families by providing opportunities for older or younger relatives to live in close proximity while maintaining a degree of privacy.
- E. Ensure that the development of an ADU does not cause unanticipated impact on the character or stability of single-family neighborhoods.

**18.27.020 Scope.**

Accessory dwelling units shall meet the requirement of this chapter, and may be allowed in all zones where residential uses are permitted.

**18.27.030 Definition.**

An "accessory dwelling unit (ADU)" means an additional smaller, subordinate dwelling unit on a lot with or in an existing or new house. These secondary units contain a private bath and kitchen facilities comprising an independent, self-contained dwelling unit. An ADU is not a duplex because the intensity of use is less due to the limitations of size.

**18.27.040 Establishing an accessory dwelling unit.**

An accessory dwelling unit may be created through:

- A. Internal conversion within an existing dwelling;
- B. The addition of new square footage to the existing house, or to a garage;
- C. Conversion of an existing garage provided it is not larger than the primary residence.
- D. Inclusion in the development plans for, or as part of, the construction of a new single-family detached dwelling unit; or
- E. A separate detached dwelling unit on the same lot as the primary dwelling unit.

### 18.27.050 Development standards.

- A. Number. No more than one accessory dwelling unit per legal lot is permitted, and it must be accessory to a single-family residence. A lot of record lawfully occupied by two or more single-family residences shall not be permitted to have an accessory dwelling unit, unless the lot is short platted under Title 17 of this code. If a short plat is approved, an accessory dwelling unit for each dwelling unit is permitted only if all dimensional standards of the underlying zone, and all other provisions of this chapter are met.
- B. Building Permit. The applicant must apply for a building permit for an accessory dwelling unit. An ADU shall comply with applicable building, fire, health, and safety codes. Addressing of the ADU shall be assigned by the building department, with approval by the fire department. An ADU cannot be occupied until a certificate of occupancy is issued by the building department.
- C. Conformance to Zoning. The addition of an accessory dwelling unit shall not make any lot, structure or use nonconforming within the development site. An accessory dwelling unit shall conform to existing requirements for the primary residence, unless stated otherwise in this chapter. Building height is limited to ~~twenty four~~twenty-five feet for a detached ADU. Building height requirements of the underlying zone apply to the ADU for internal conversion, or structural addition to the existing primary dwelling.
- D. Placement. An accessory dwelling unit shall not project beyond the front building line. A detached ADU shall not be located closer than five feet to a side or rear lot line, or not closer than twenty feet to a side lot line along a flanking street of a corner lot.
- E. Total Floor Area. The total gross floor area of an accessory dwelling unit shall not exceed forty percent of the primary unit, up to a maximum of 1,000 square feet. ~~of the area of the primary dwelling's living area.~~ The living area of the primary unit excludes uninhabitable floor area and garage or other outbuilding square footage whether attached or detached.
- F. Parking. An accessory dwelling unit shall have a minimum of one on-site parking space, in addition to the primary dwelling unit's designated parking spaces if there is not on street parking allowed.
- G. Architectural Design. The exterior appearance of an addition or detached accessory dwelling unit shall be architecturally compatible with the primary residence. Compatibility includes coordination of architectural style, exterior building materials and color, roof material, form and pitch, window style and placement, other architectural features, and landscaping.
- H. Entrances. For an accessory dwelling unit created by internal conversion or by an addition to an existing primary dwelling, only one entrance may be located on the front of the house, unless the house contained additional front doors before the conversion. Secondary entrances should be located on the side or rear of the primary residence to the extent possible.
- G. Privacy. ADUs shall be designed and located to minimize disruption of privacy and outdoor activities on adjacent properties. Strategies to accomplish this include, but are not limited to:
  - a. Stagger windows and doors to not align with such features on abutting properties.
  - b. Avoid upper level windows, entries and decks that face common property lines to reduce overlook of a neighboring property.
  - c. Install landscaping as necessary to provide for the privacy and screening of abutting property.
- ~~H.~~ Utilities. An accessory dwelling unit shall connect to public sewer and water. A home or lot not connected to public sewer and water, which adds an accessory dwelling unit, shall connect to public sewer and water. ~~An ADU may have shared or separate public sewer and water services.~~
- ~~I.~~ Nonconformity. A home or lot which has an accessory dwelling unit which was established prior to adoption of this chapter may be approved for a building permit, subject to the provisions of Chapter 18.41 "Nonconforming Lots, Structures and Uses."

~~K. — Reserved.~~

J.L. Owner Occupancy. Prior to the issuance of a building permit establishing an accessory dwelling unit, the applicant shall record the ADU as a deed restriction with the Clark County auditor's office. Forms shall be provided by the city stating that one of the dwelling units is and will continue to be occupied by the owner of the property as the owner's principal and permanent residence for as long as the other unit is being rented or otherwise occupied. The owner shall show proof of ownership, and shall maintain residency for at least six months out of the year, and at no time receive rent for the owner occupied unit. Falsely certifying owner occupancy shall be considered a violation of the zoning ordinance, and is subject to the enforcement actions.

### **18.27.060 Design guidelines.**

- A. Exterior Finish Materials. Exterior finish materials must duplicate or reflect the exterior finish material on the primary dwelling unit.
- B. Roof Slopes. For buildings over fifteen feet in height, the slope of the accessory dwelling unit roof must be the same as that of the predominate slope of the primary dwelling structure.
- C. Historic Structures. If an accessory dwelling unit is on the same lot as, or within an historic structure which has been designated on the national, state, or local historic register, the following design guidelines are applicable:
  - 1. Exterior materials shall be of the same type, size, and placement as those of the primary dwelling structure.
  - 2. Trim on edges of elements of an ADU shall be the same as those of the primary structure in type, size, and placement.
  - 3. Windows in any elevation which faces a street shall match those in the primary structure in proportion, i.e., same height, width, and orientation (horizontal or vertical).
  - 4. Pediment and Dormers. Each accessory dwelling unit over twenty feet in height shall have either a roof pediment or dormer, if one or the other of these architectural features are present on the primary dwelling.