



City Council Regular Meeting Agenda Tuesday, September 07, 2021, 7:00 PM REMOTE MEETING PARTICIPATION

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

To Participate Remotely:

OPTION 1 -

1. Go to www.zoom.us and download the app or click "Join A Meeting" Meeting ID – 950 8411 6662
2. Or, from any device click <https://zoom.us/j/95084116662>

OPTION 2 - Join by phone (audio only):

1. Dial 877-853-5257 and enter meeting ID 950 8411 6662

For Public Comment:

1. Click the raise hand icon in the app or by phone, hit *9 to "raise your hand"
2. Or, email to publiccomments@cityofcamas.us (400 word limit)

To simply observe the meeting, go to the City's Public Meetings page - www.cityofcamas.us/meetings and click the "Watch Livestream" on the left of the page.

Emails received by one hour before the start of the meeting are emailed to Council. During public comment, the clerk will read each email's submitter name, subject, and date/time received. Emails received up to one hour after the meeting are emailed to Council and attached to meeting minutes.

SPECIAL MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

STAFF PRESENTATIONS

1. [Camas Fund Balance Presentation with ARPA and ERP Considerations](#)
[Presenter: Cathy Huber Nickerson, Finance Director](#)
[Time Estimate: 30 minutes](#)

CONSENT AGENDA

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

2. [August 16, 2021 City Council Regular and Workshop Meeting Minutes, and August 23, 2021 City Council Special Meeting Minutes](#)
3. Automated Clearing House and Claim Checks Approved by Finance Committee

4. [2021 Public Works Operations Facility Site and Space Needs Analysis \(Submitted by Denis Ryan, Public Works Operations Supervisor\)](#)
5. [Green Mountain Master Plan Phase 1 Park Impact Fee Credits \(Submitted by James Carothers, Engineering Manager\)](#)
6. [Green Mountain Master Plan Phase 2 Park Impact Fee Credits \(Submitted by James Carothers, Engineering Manager\)](#)
7. [Stoel Rives Engagement Letter \(Submitted by Jeff Swanson, Interim City Administrator\)](#)

NON-AGENDA ITEMS

8. Staff
9. Council

MAYOR

10. Mayor Announcements

MEETING ITEMS

11. [Grass Valley Park Tennis Court Resurfacing](#)
[Presenter: Denis Ryan, Public Works Operations Supervisor](#)
[Time Estimate: 5 Minutes](#)
12. [Ordinance No. 21-009 Remote Meetings Code Update](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
[Time Estimate: 5 Minutes](#)

PUBLIC COMMENTS

ADJOURNMENT



2021 Fund Balance Discussion

CITY OF CAMAS

Understanding of Current State and Future State of the City's General Fund Status

Confirmation of the Fund Balance Policy and Goal

ARPA Policy Guidance

ERP Funding Preference

Goals for the Discussion

City Policy

The General Fund will strive to maintain a fund balance of 17% of budgeted General Fund expenditures.

To mitigate current and future revenue shortfalls, unanticipated expenditures, and cash flow needs due to the General Fund dependence on property taxes, an adequate fund balance in the General Fund will be maintained. The projected fund balance at year end is expected to remain 17% of annual budgeted General Fund expenditures.

Background

Fund Balance = Reserves

How many months of reserves are needed to help the City with unforeseen events or economic downturns?

In 2000, Council's fund balance goal was 20% or just under 3 months

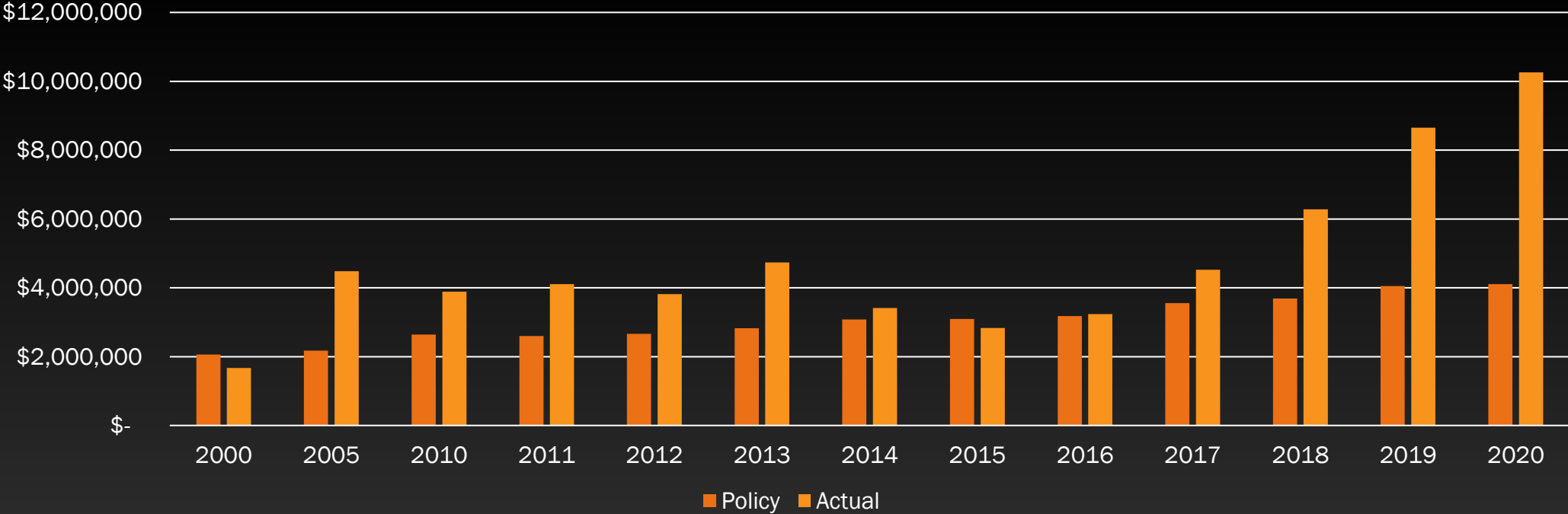
The adopted policy of 17% represents approximately 2 months of expenditures

Government Finance Officer's Association's best practices is at least 17%

Moody's Analytics encourages the City to maintain 20% - 30%

History since 2000

Fund Balance – Policy to Actuals



Decision to increase Fund Balance Goal

Fund Balance builds when revenues exceed expenditures

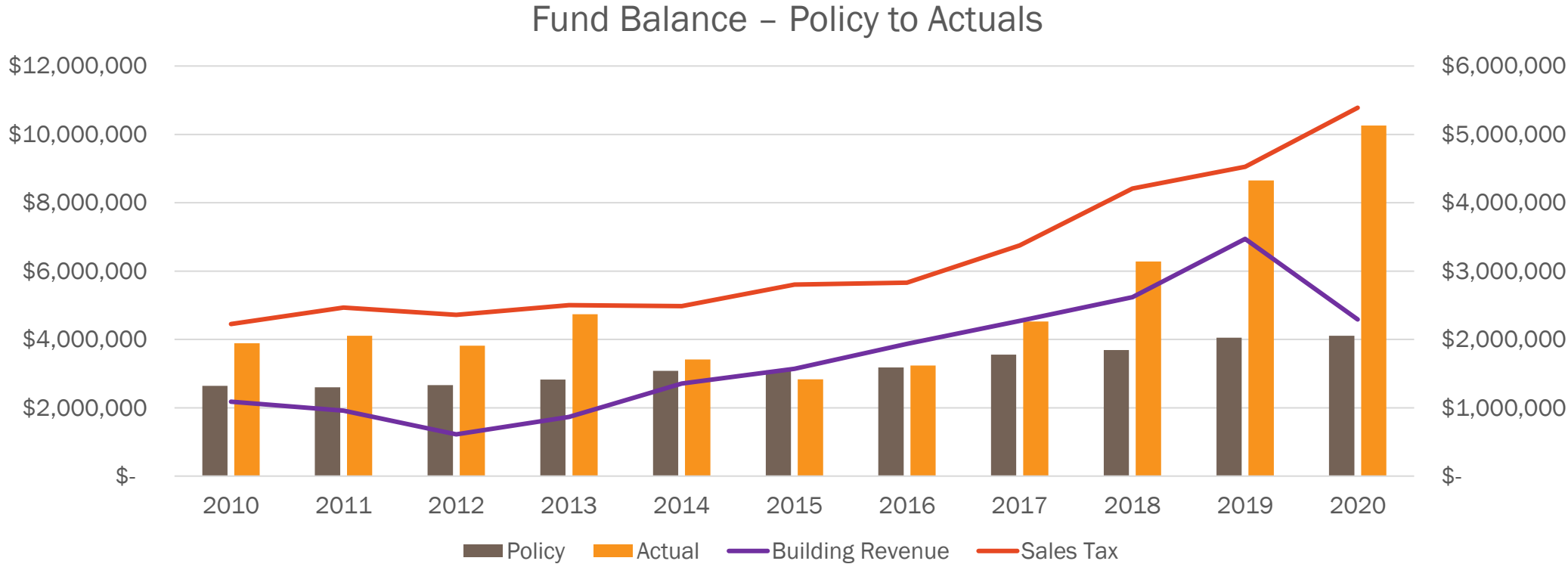
Community Development revenue or Building fees can only be spent on Community Development

2017-2020 most of the growth in revenues is tied to construction

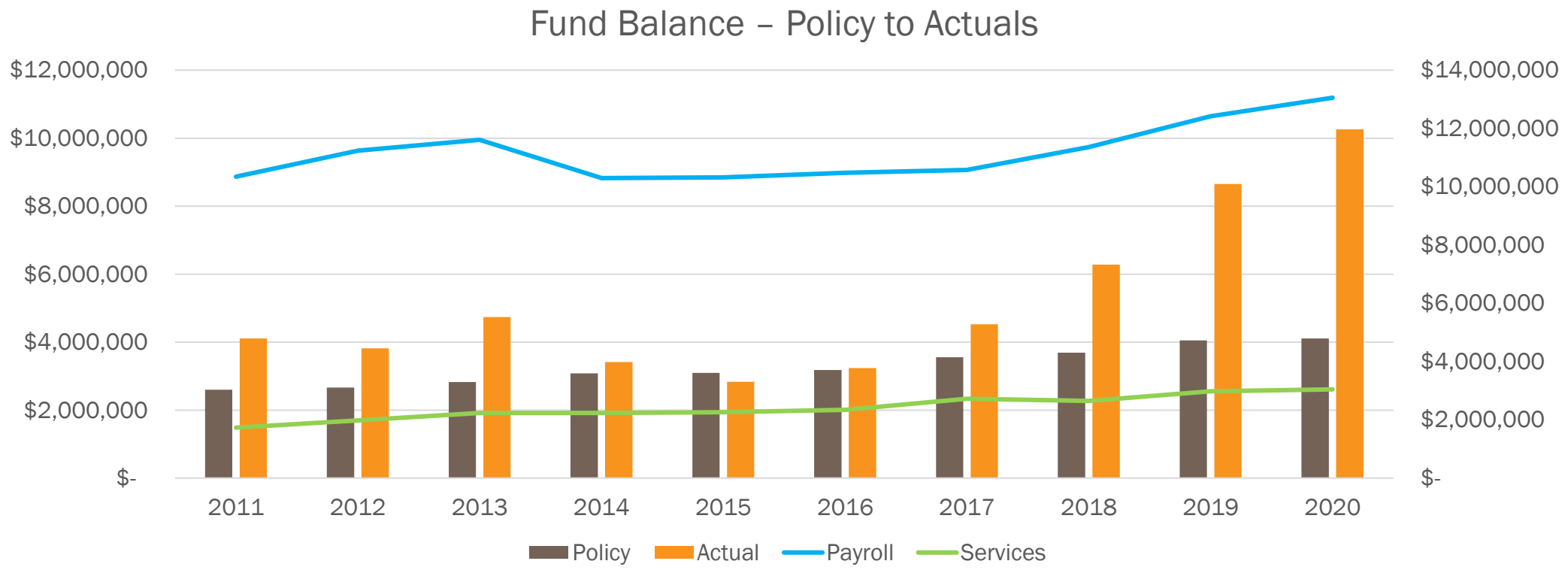
In 2018, Council decided to keep 17% as a policy and made a goal of 22% with the 5% reserve for Community Development and Engineering tied to Development

Current Financial Position

Why the growth? Revenue is one half of the equation



Tightening spending during a pandemic is the other half of the equation

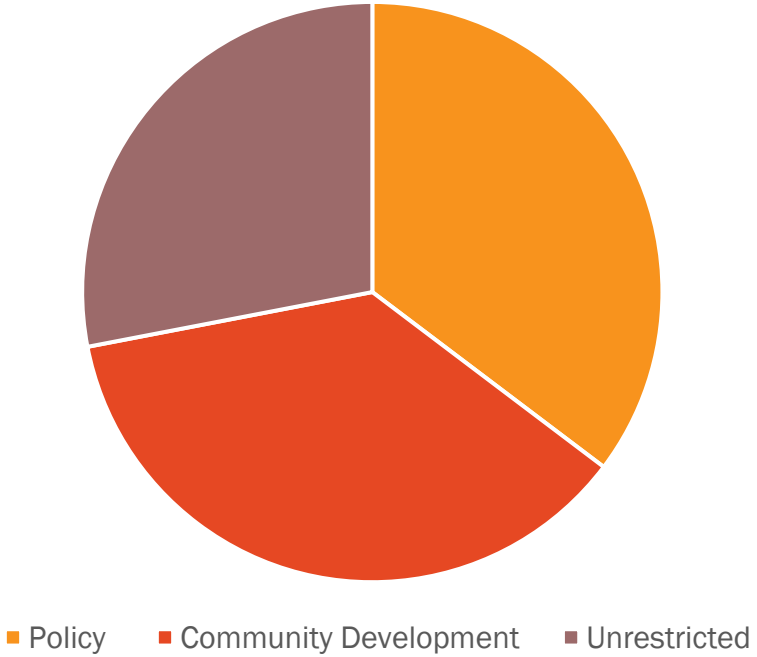


What is today's fund balance and what does it consist of ?

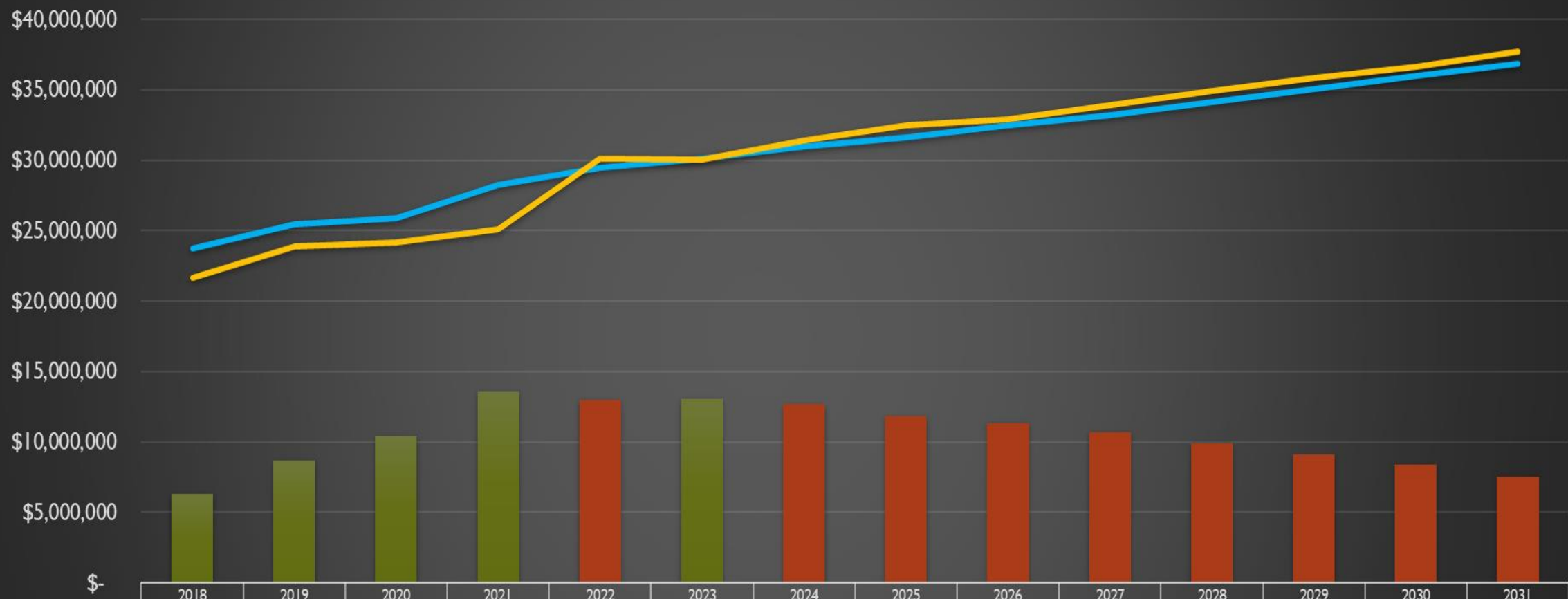
As of July 31, 2021

General Fund Balance:	\$12,044,236
17% Policy Balance:	(\$4,251,540)
Com. Dev. Reserve (est):	(\$4,417,576)
<hr/>	
Unrestricted Fund Balance:	\$3,375,120

Fund Balance



Fund Balance Revenues Baseline Expenditures



	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Fund Balance	\$6,283,139	\$8,655,192	\$10,353,305	\$13,550,183	\$12,964,477	\$13,013,919	\$12,620,539	\$11,774,963	\$11,326,675	\$10,653,368	\$9,867,837	\$9,056,055	\$8,385,686	\$7,511,946
Revenues	\$23,735,648	\$25,457,901	\$25,868,280	\$28,273,164	\$29,493,695	\$30,119,917	\$30,980,011	\$31,615,854	\$32,480,068	\$33,228,178	\$34,133,557	\$35,072,804	\$35,983,075	\$36,850,000
Baseline Expenditures	\$21,682,145	\$23,845,231	\$24,170,169	\$25,076,285	\$30,079,401	\$30,070,475	\$31,373,390	\$32,461,430	\$32,925,357	\$33,904,484	\$34,919,088	\$35,884,586	\$36,653,444	\$37,723,739

What does the forecast tell us?

- We have a Structural Deficit – the City’s current expenditures will exceed the revenues. The \$3 million in unrestricted fund balance erodes over the 9-year period.

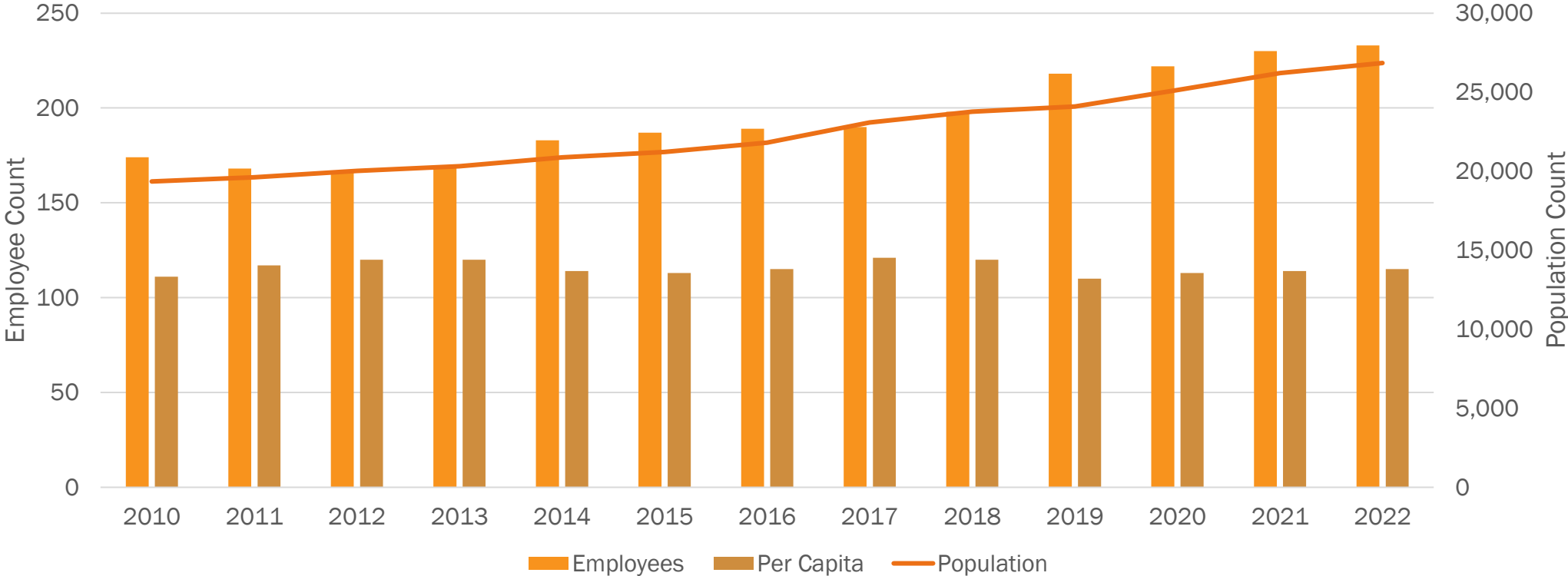
Why will that happen?

- Current labor costs will exceed revenue growth – construction boom will wane

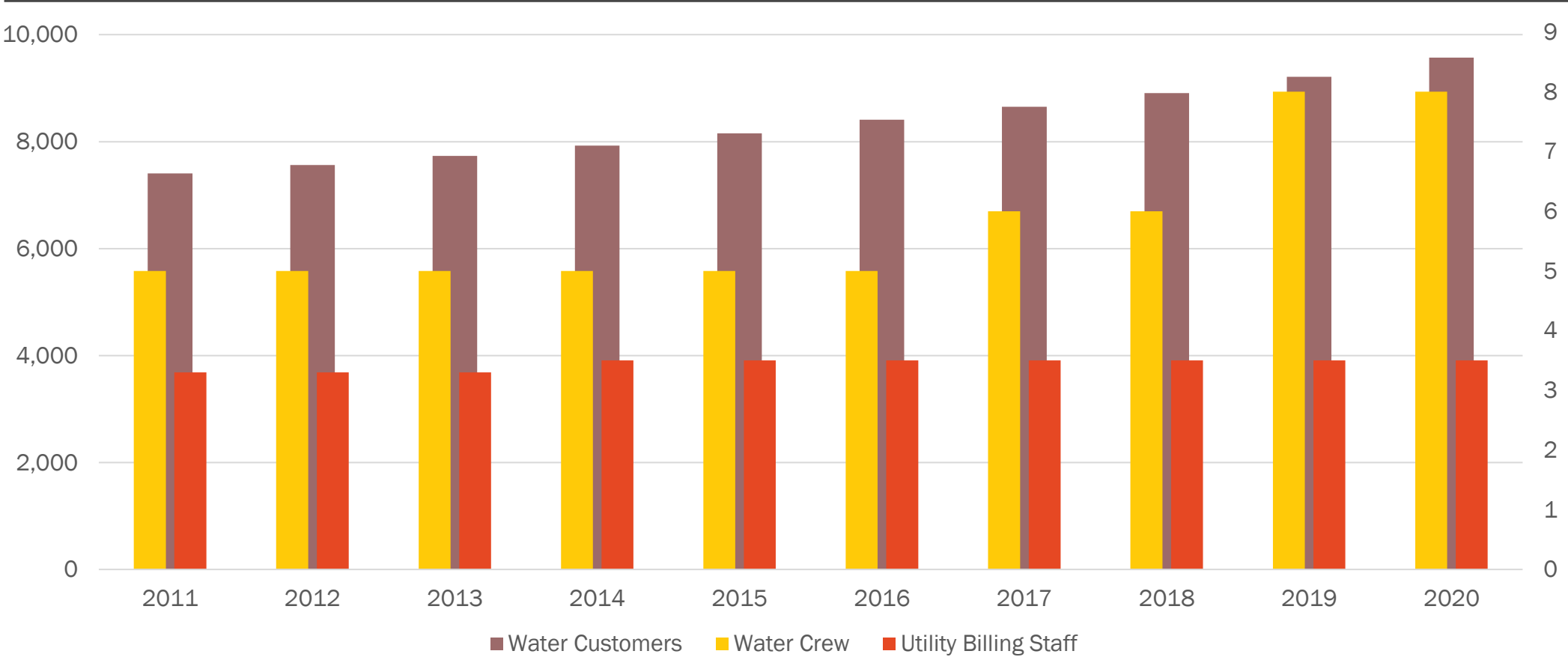
Future State

Other Considerations

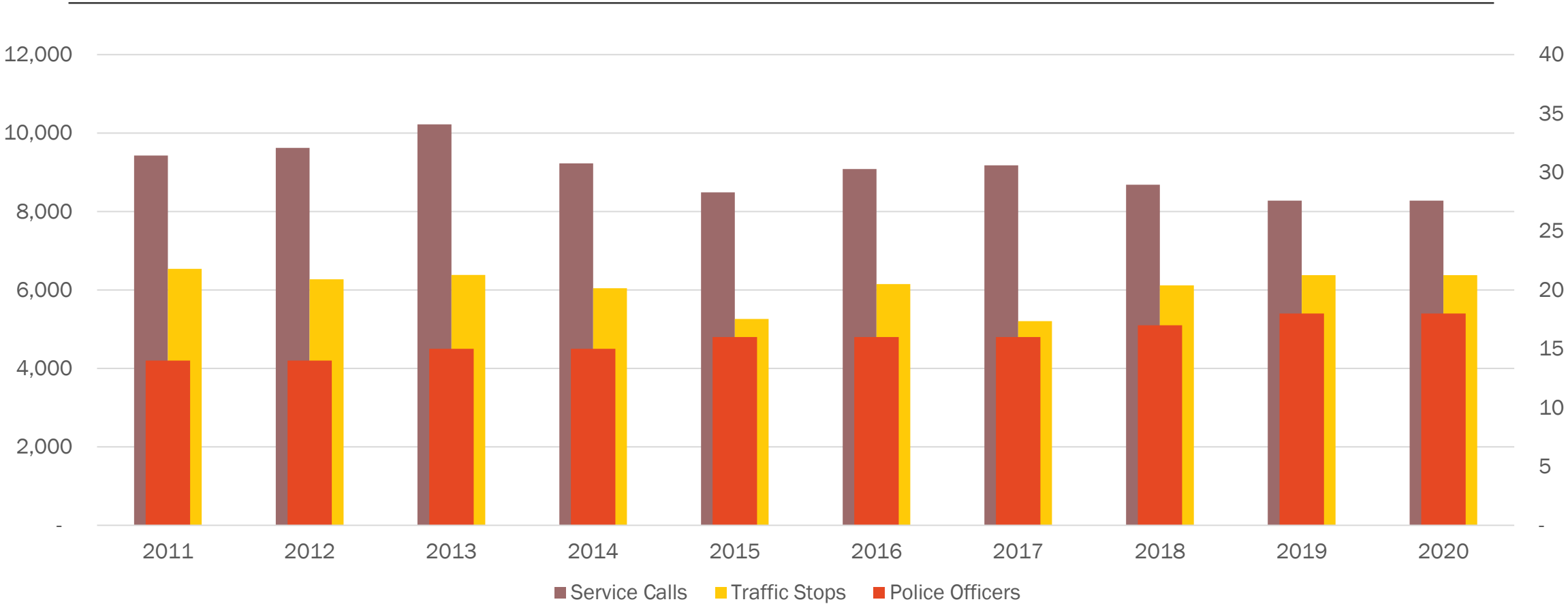
Number of Citizens for Each Employee to Serve



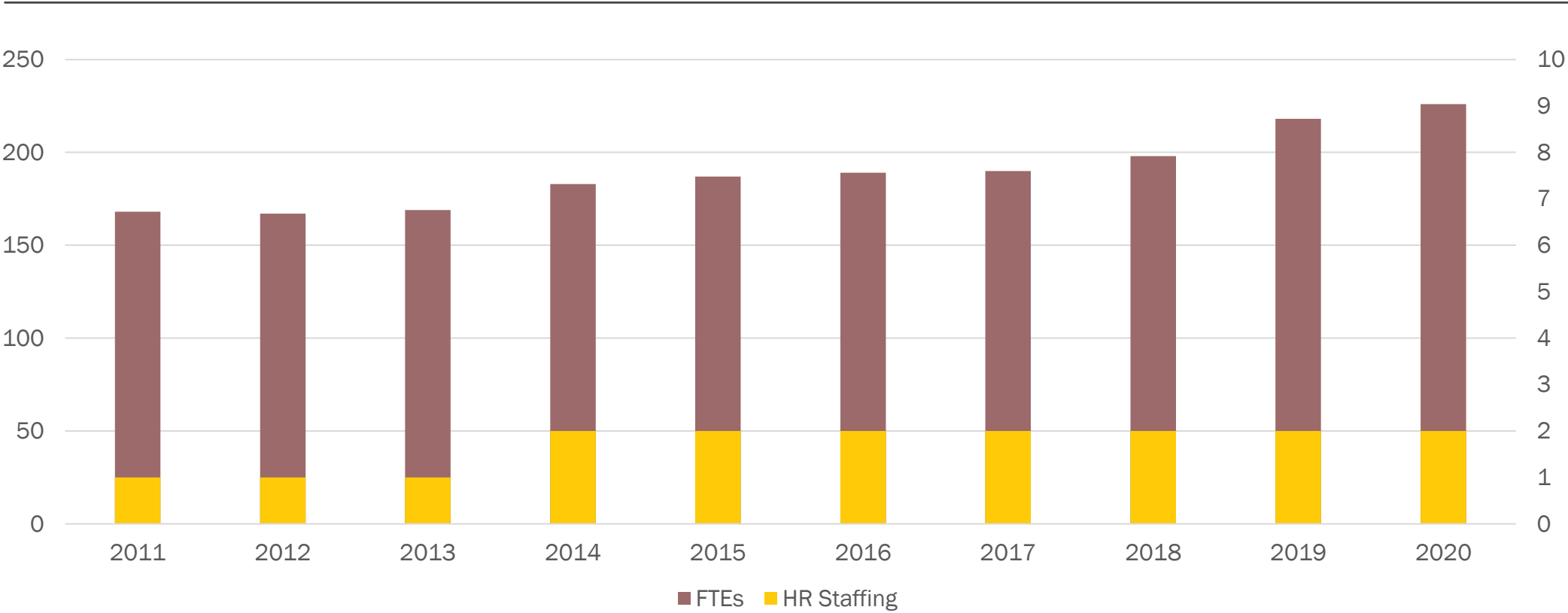
Water Service Example



Police Example



Human Resources Example



Staff with no more capacity

Higher volumes of service calls

Loss of experience with higher retirements

Demand for higher level of service

More governmental and technical requirements:

- New Legislation
- Changing technical requirements and regulations
- Lack of sufficient technology
- Need for higher precautions

Immediate Staffing Needs

HR Generalist

Financial Assistant

Senior Accountant

Procurement Specialist

Asset Management Coordinator

GIS Coordinator



More Capacity + Resources =

- Better Customer Service
- Monthly Utility Billing
- Centralized and Consistent procurement practices with bids, contracts, and terms
- More Accurate and Proactive Asset Management
- Expertise and Inhouse Financial Reporting and Analysis
- Leverage for the Long-Term with Technology

Discussion

Staffing
needed for
implementation

Fall Omnibus or
2022
Readoption

American Rescue Plan Act (ARPA)



ARPA was signed into law on March 11, 2021

Provides direct relief to all municipalities with \$350 billion for the Coronavirus State and Local Fiscal Recovery Funds.

Camas was allocated per capita calculation of \$6,816,235

First Tranche \$3,408,118 received in June and Second will be June, 2022

What is ARPA?

Public Health
Emergency/Negative Impacts

Premium Pay for essential
workers in COVID-19

Revenue Loss

Water, Sewer or Broadband
Infrastructure

Possible Policy Guidance Principles

- Supporting Recovery
- Reconnecting Community
- Building Resiliency
- Maximizing Partnerships
- Enhancing Public Spaces for Health and Safety
- Providing electronic services
- Addressing Cybersecurity
- Protecting water, sewer and stormwater infrastructure
- Supporting economic efforts
- Providing community assistance

What would you choose?

Springbrook V7

Tools My Menu User Settings Window Help

Customer Lot Scheduled 146 Tasks 200 Reports Batches Exit Help

GL Display

File Window Help

Refresh 0 Attachments Exit Help Dock in MDI

Search Criteria

Fiscal Year: 2021

Account: 001-00-1

Status: Active

Account Type:

ALFRE: (All)

Drag a column header here to

Chart of Accounts Maintenance

General Balance Budget History POs Graphs Visual Reporting Extended Budgeting Tag

Show: Committed Only

Beginning Balance: \$9,935,804.55

Activity: \$2,231,157.01

Budget: \$0.00

YTD: \$12,166,961.56

Available: \$0.00

Available: 0.00%

Invoices without PO's: \$0.00

Pre-Encumbrance: \$0.00

Uncommitted PO's: \$0.00

Encumbered: \$0.00

Total: \$0.00

YTD with Encumbrance: \$12,166,961.56

Available with Encumbrance: \$0.00

Available with Encumbrance: 0.00%

Period	Month	Debit	Credit	Balance	Budget	YTD Balance
1	January	\$1,214,386.37	\$2,410,977.23	(\$1,196,590.86)	\$0.00	\$8,739,213.69
2	February	\$1,250,517.38	\$1,987,099.59	(\$736,582.21)	\$0.00	\$8,002,631.48
3	March	\$2,440,472.02	\$2,012,754.93	\$427,717.09	\$0.00	\$8,430,348.57
4	April	\$6,593,812.31	\$2,153,621.45	\$4,440,190.86	\$0.00	\$12,870,539.43
5	May	\$2,120,838.92	\$1,922,434.46	\$198,404.46	\$0.00	\$13,068,943.89
6	June	\$1,518,287.57	\$2,038,331.29	(\$520,043.72)	\$0.00	\$12,548,900.17
7	July	\$1,581,212.10	\$2,079,798.90	(\$498,586.80)	\$0.00	\$12,050,313.37
8	August	\$491,359.30	\$374,711.11	\$116,648.19	\$0.00	\$12,166,961.56
9	September	\$0.00	\$0.00	\$0.00	\$0.00	\$12,166,961.56
10	October	\$0.00	\$0.00	\$0.00	\$0.00	\$12,166,961.56
11	November	\$0.00	\$0.00	\$0.00	\$0.00	\$12,166,961.56
12	December	\$0.00	\$0.00	\$0.00	\$0.00	\$12,166,961.56
13	Audit Adj.	\$0.00	\$0.00	\$0.00	\$0.00	\$12,166,961.56
14	Audit Adj.	\$0.00	\$0.00	\$0.00	\$0.00	\$12,166,961.56
15	Audit Adj.	\$0.00	\$0.00	\$0.00	\$0.00	\$12,166,961.56

Home Search

Tylertown - Live

Item 1.

Tylertown

Alerts 0 Notifications 8 Approvals 6

Invoices: What needs to be paid?

Invoice Number	Invoice Date	Vendor Name	Status	Description	Invoice Total
100LHS	9/13/2016	One Time Vendor	Approved		\$5.00
5670	6/4/2009	ABC SUPPLY COMPANY	On Hold		\$65,000.00
5666	7/27/2009	DEF SUPPLY COMPANY	Approved		\$100.00
5667	7/27/2009	DEF SUPPLY COMPANY	Approved		\$1,000.00
5668	7/27/2009	DEF SUPPLY COMPANY	Approved		\$1,200.00
5669	7/27/2009	DEF SUPPLY COMPANY	Pending Approval		\$1,500.00
5666	7/27/2009	DEF SUPPLY COMPANY	Approved		\$100.00
5667	7/27/2009	DEF SUPPLY COMPANY	Approved		\$1,000.00
5668	7/27/2009	DEF SUPPLY COMPANY	Approved		\$1,200.00
5669	7/27/2009	DEF SUPPLY COMPANY	Pending Approval		\$1,500.00
0904	7/24/2013	MILKEN	Approved	ITEMS	\$50.00
0911	7/24/2013	FORD MOTOR COMPANY	Approved	CAR IMPROVEMENT	\$1,000.00

Content Pages

- Asset Maintenance
 - Asset Performance Analysis
 - CPM Levels of Service
 - TEAM Analytics Center
 - Manage Billings
 - Request Planning
 - Work Order Queue
- Financial Management
 - Budget Monitoring
 - Home
 - Inventory
 - Invoice Monitoring
 - Invoice Processing
 - Invoice Tracking
 - Encumbrance Activities
- Human Capital Management
 - Employee Review
 - Jobing
 - Special Trending
 - Workforce Trending
- Citizen Services and Revenue
 - Receipt Monitoring

Favorites

- Financials
 - Accounting Entries
 - General Journal Entry Proof
 - Purchase Order Entry
 - Requisitions
- Recent Activity

ERP Solution

Why now?

Data Security

People expect online access 24/7

ERP Cost over 5 Years

Module Costs	2022	2023	2024	2025	2026	Total
Financials	\$ 263,039	\$ 99,439	\$ 99,439	\$ 99,439	\$ 99,439	\$ 660,795
Human Capital	\$ 91,848	\$ 67,080	\$ 36,464	\$ 36,464	\$ 36,464	\$ 268,320
Utility Billing		\$ 155,288	\$ 45,998	\$ 36,062	\$ 36,062	\$ 273,410
Productivity	\$ 75,925	\$ 90,751	\$ 52,788	\$ 52,788	\$ 52,788	\$ 325,040
Energov/Reporting/EAM		\$ 467,251	\$ 246,325	\$ 151,642	\$ 151,642	\$ 1,016,860
Module Costs	\$ 430,812	\$ 879,809	\$ 481,013	\$ 376,395	\$ 376,395	\$ 2,544,425
Less Tyler Discount:	\$ (46,319)	\$ (46,319)	\$ (46,319)	\$ (46,319)	\$ (46,319)	\$ (231,595)
Net 5 Year Module Costs	\$ 384,493	\$ 833,490	\$ 434,694	\$ 330,076	\$ 330,076	\$ 2,312,830
Forms Library	\$ 54,500	\$ 5,100				\$ 59,600
Installation Fees	\$ 2,800					\$ 2,800
Setup Assistance	\$ 42,000	\$ 42,000				\$ 84,000
Executive Insights Implementation	\$ 8,400					\$ 8,400
VPN Device	\$ 4,000					\$ 4,000
Third Party Hardware Software	\$ 4,052					\$ 4,052
Project Management	\$ 213,300	\$ 55,200	\$ 57,400			\$ 325,900
Total Other Services/Third Party	\$ 329,052	\$ 102,300	\$ 57,400	\$ -	\$ -	\$ 488,752
Grand Total	\$ 713,545	\$ 935,790	\$ 492,094	\$ 330,076	\$ 330,076	\$ 2,801,582

Current 2021-2022 Budget included \$1.5 million of the original bid of \$2.66 million

Possible Funding Options

Replacement Costs

ARPA Funding

One-Time Reserves such as Community Development Reserves, CARES Act Reserves

Utility Rates (assumptions were built into models – no increase to rates)

General Fund Reserves

Springbrook \$(52,212)

Paymentus \$(34,500)

CRM Accela \$(4,917)

XC Backflow \$(1,685)

Total \$(93,315)

Reduction
due to
Ongoing
System
Replacement
Costs

Other savings would include server costs and ongoing maintenance

One Proposed Use of ARPA Funding

Cybersecurity and Direct Access to Citizens, Vendors and Employees

Direct Access funding is based on costs of front facing Tyler module costs

Cybersecurity funding is based on approximately half of the liability found in the Water System Risk and Resiliency Study.

	2022	2023	2024	2025	2026	Total
ARPA - Direct Access	\$ (174,444)	\$ (140,488)	\$ (140,488)			\$ (455,420)
ARPA - Cybersecurity	\$ (500,000)	\$ (250,000)	\$ (250,000)			\$ (1,000,000)

Council could elect to use more or less of the ARPA funding

Grand Total Funding Allocation	2022	2023	2024	2025	2026	Total
General Fund Fund Balance	\$ 35,927	\$ 57,921	\$ 0	\$ 74,705	\$ 74,705	\$ 243,259
Community Development Reserves	\$ (0)	\$ 155,844	\$ 98,823	\$ 74,467	\$ 74,467	\$ 403,600
Street Fund Balance	\$ 3,443	\$ 741	\$ 0	\$ 5,674	\$ 5,674	\$ 15,531
CWFD Fund Balance (CARES Act)	\$ 7,538	\$ 2,061	\$ 0	\$ 16,820	\$ 16,820	\$ 43,240
Stormwater Rates	\$ (0)	\$ 8,126	\$ 0	\$ 6,297	\$ 6,297	\$ 20,720
Solid Waste Rates	\$ (0)	\$ 25,693	\$ (0)	\$ 19,687	\$ 19,687	\$ 65,066
Water Rates	\$ 19,487	\$ 12,259	\$ (0)	\$ 21,678	\$ 21,678	\$ 75,102
Sewer Rates	\$ 0	\$ 985	\$ (0)	\$ 6,042	\$ 6,042	\$ 13,069
Grand Total Funding	\$ 66,394	\$ 263,631	\$ 98,823	\$ 225,369	\$ 225,369	\$ 879,586

Net Funding Proposed

Discussion on ERP Funding Preferences

Summary



City Council Workshop Minutes - Draft
Monday, August 16, 2021, 4:30 PM
City Hall, 616 NE 4th Avenue

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

CALL TO ORDER

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

ROLL CALL

Present: Council Members Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan, Shannon Roberts and Melissa Smith

Staff: Bernie Bacon, Phil Bourquin, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Bryan Rachal, Denis Ryan, Ron Schumacher, Connie Urquhart, Joe Vrtiska, Jeff Swanson, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

PUBLIC COMMENTS

No one from the public wished to speak.

WORKSHOP TOPICS

1. Fireworks Discussion – Engage Camas Survey Results
 Presenter: Bryan Rachal, Director of Communications

Rachal provided an overview of the survey results. Discussion ensued. This item will be placed on a future Workshop meeting for further discussion.

2. Public Works Operations Facility Site and Space Needs Analysis
 Presenter: Denis Ryan, PW Operations Supervisor

This item will be placed on the September 7, 2021 Consent Agenda for Council's consideration.

3. 2022-2031 General Fund Forecast Presentation
 Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the General Fund forecast. Discussion ensued. Additional forecast information will be provided at the September 7, 2021, Workshop agenda.

4. Parks, Recreation & Open Space (PROS) Plan Update – Project update presentation
Presenter: Trang K. Lam, Parks & Recreation Director and Steve Duh, Principal Conservation Technix

Lam and Duh provided an update about the PROS project. Discussion ensued.

COUNCIL COMMENTS AND REPORTS

Due to time constraints, Council Comments were provided at the August 16, 2021, 7:00 p.m. Regular Meeting.

PUBLIC COMMENTS

No one from the public wished to speak.

ADJOURNMENT

The meeting adjourned at 6:21 p.m.



City Council Regular Meeting Minutes - Draft
Monday, August 16, 2021, 7:00 PM
City Hall, 616 NE 4th Avenue

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan, Shannon Roberts and Melissa Smith

Staff: Bernie Bacon, Phil Bourquin, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Trang Lam, Shawn MacPherson, Jeff Swanson, Connie Urquhart, and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

Lindsay Yousey, 1823 NW 43rd Avenue, Camas, commented about wildlife near 43rd avenue and Sierra Street.

Larry Miller, 1540 SE 7th Circle, Camas, commented about agenda item #11 and parking along SW Park Street.

Bonnie Rinta, 410 SW Park Street, Camas, commented about agenda item #11 and parking along SW Park Street.

Council was provided an additional comment about the condition of Grass Valley Park.

CONSENT AGENDA

1. July 19, 2021 and August 2, 2021 Camas City Council Workshop and Regular Meeting Minutes, and July 26, 2021 Camas City Council Mayor Interviews Meeting Minutes
2. \$1,387,396.91 Automated Clearing House and Claim Checks Numbered 148300–148458

3. \$126,799.97 July 2021 Emergency Medical Services (EMS) Write-off Billings;
\$108,626.96 Monthly Uncollectable Balance of Medicare and Medicaid Accounts and
\$18,173.01 Ground Emergency Medical Transport funding (Submitted by Cathy Huber
Nickerson, Finance Director)
4. NW Brady Road Improvements, Rotschy, Inc. Final Acceptance (Submitted by James
Carothers)
5. NE Lake Road and NE Everett Street (SR500) Intersection Improvements, Clark and
Sons Excavating, Inc. Final Acceptance (Submitted by James Carothers)

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

STAFF PRESENTATION

6. Tyler Technologies Demonstration for Council
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson introduced the Tyler Technologies representatives; Gail Cornelsen, Woody Jackson, and Kyle Johnson, who provided an overview of Tyler ERP Technologies. Discussion ensued.

NON-AGENDA ITEMS

7. Staff Updates

Swanson provided an update about the City Council agendas publication process.

MacPherson provided an overview of the options for Council to fill the vacant council member seat. Discussion ensued.

It was moved by Carter, and seconded, that Resolutions No. 1214 and 20-020, which outline the adopted Council procedures to fill the vacancy of an elected position, be suspended; and for the suspension to be solely applicable to the current Ward 3, Position 2 City Council vacancy. The motion carried unanimously.

Lam provided an update about Concerts in the Park and Movies in the Park. Lam answered questions about the Lacamas Lake Water Quality.

8. Council

Carter attended the Finance Committee meeting and will attend the next Library Board of Trustees meeting.

Hogan attended the Georgia-Pacific (GP) Mill Cleanup Ad Hoc Committee and the Finance Committee meetings.

Roberts attended the new police reform laws orientation at the Camas Police Department, and further encouraged everyone to visit Gogi's restaurant in downtown Camas.

Smith attended the new police reform laws orientation.

Chaney commented about two Downtown Camas ribbon-cutting events; the Poppy & Hawk shop and the Golden Ladder Interiors business, and further commented about the next Chamber of Commerce Luncheon.

Anderson commented about the new puppy in the Anderson home.

MAYOR

9. Mayor Announcements

Mayor Burton attended the Poppy & Hawk ribbon-cutting event, the Parks & Recreation Commission meeting, the new police reform laws orientation, and numerous staff meetings at City Hall. Burton stated that the focus as Mayor is communication with community. Mayor Burton will be available to meet residents at the next Chamber of Commerce Luncheon, at the Meet & Greet at the Camas Public Library, Monday, August 23, 2021, and at the September 8, 2021 Farmer's Market event. Mayor announced a forthcoming October Town Hall Meeting.

10. Mayor's Council Appointment to Fire Joint Policy Advisory Committee (JPAC)

It was moved by Anderson, and seconded, to approve the Mayor's appointment of Bonnie Carter to the Fire Joint Policy Advisory Committee. The motion carried unanimously.

MEETING ITEMS

11. Resolution No. 21-007 Prohibiting Parking on Portions of NE Everett Street, SW Park Street and SE Weir Street
Presenter: James Carothers, Engineering Manager

Carothers provided an overview of Resolution No. 21-007. Discussion ensued.

It was moved by Chaney, and seconded, that Resolution No. 21-007 be read by title only. The motion carried unanimously.

It was moved by Chaney, and seconded, to adopt Resolution No. 21-007, with the proposed changes as submitted for Section II, by the City Engineer. The motion carried unanimously.

PUBLIC COMMENTS

No one from the public wished to speak.

ADJOURNMENT

The meeting adjourned at 8:13 p.m.



City Council Special Meeting Minutes - Draft
Monday, August 23, 2021, 5:00 PM
Council Chambers, 616 NE 4th AVE

NOTE: There are no associated materials for this meeting

CALL TO ORDER

Mayor Ellen Burton called the meeting to order at 5:00 p.m.

ROLL CALL

Present Council Members Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan, and Shannon Roberts

Excused Melissa Smith

Staff Bernie Bacon, Shawn MacPherson, and Steve Wall

Remote Jeff Swanson

Press No one from the press was present

MEETING ITEM

1. Executive Session – Topic: Potential Litigation (RCW 42.30.110)

The Council met in an Executive Session regarding potential litigation per RCW.42.20.110. Mayor Burton stated that the Executive Session was scheduled to last approximately 45 minutes. The meeting recessed at 5:02 p.m. It was held in the Mayor's Office. Elected officials present were Anderson, Burton, Carter, Chaney, Hogan and Roberts. Others present were City Attorney Shawn MacPherson, City Administrator Jeff Swanson (remote) and Public Works Director Steve Wall. Mayor Burton reconvened the meeting at 5:47 p.m.

ADJOURNMENT

The meeting adjourned at 5:47 p.m.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. G1023

**2021 PUBLIC WORKS OPERATIONS FACILITY SITE
AND SPACE NEEDS ANALYSIS**

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

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **2021 Public Works Operations Facility Site and Space Needs Analysis**.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2021** unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A.1"** attached hereto. Consultant billing rates are attached as **Exhibit "B"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws. The City will pay the Consultant within thirty (30) calendar days upon receipt of the Consultant's monthly payment vouchers or invoices.

- c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. Reuse or alteration by the City, of the Documents prepared by the Consultant under this agreement, for purposes other than the work of this agreement, shall be at the City's sole risk.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or resulting from the negligent acts, negligent errors or negligent omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. Consultant's Liability Insurance.
- a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
 3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

- Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

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

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
 - a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 7. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 8. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and

9. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
- d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

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

15. Intellectual Property.

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

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
 Denis Ryan
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-360-817-7983
 EMAIL: dryan@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
 Randy Cook
 TCF Architecture
 202 North Second Street
 Tacoma, WA 98403
 PH: 253-572-3993
 EMAIL: randy@tcfarchitecture.com
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States

Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.
- 27. Standard of Care. The Consultant shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by a reasonable, ordinary, prudent design professional with current experience practicing on a project of similar size, location, scope and complexity.

DATED this _____ day of _____, 2021.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____



July 27, 2021

EXHIBIT A

Mr. Denis Ryan
Public Works Operations Supervisor
City of Camas
616 NE 4th Avenue
Camas, WA 98607

**RE: CITY OF CAMAS PUBLIC WORKS OPERATIONS FACILITY SITE & SPACE NEEDS ANALYSIS
TCF Project No. 2021-013
SCOPE & FEE PROPOSAL FOR PROFESSIONAL SERVICES – PART 1**

Dear Denis:

On behalf of TCF Architecture (hereafter “TCF”) and our design team, we want to thank you and the City of Camas (hereafter “City”) for the opportunity and privilege to provide you with professional planning and design services to complete the Operations Facility Site & Space Needs Analysis Study, (hereafter “the Work”). This letter provides descriptions of our proposed tasks and deliverables for Part 1 Scope of Services. Part 1 is intended to provide the City with the determination of building and site area needs and a preliminary range of potential costs for future facilities. Part 1 does not provide for the exploration, evaluation, or economic analysis of various site alternatives which will be studied under the Part 2 Scope of Services if the City elects to proceed with the planning process.

Exhibit A.1, attached to this letter, provides the Master Fee Schedule for the Part 1 Scope of Services, itemizing all fee budgets associated with each task for each team member. TCF will contract with various specialty consultants in the development of this planning work. All work will be performed on an hourly basis for this Study.

CONSULTING TEAM MEMBERS

The firms listed below will be under direct contract to TCF and will each have specific roles and responsibilities for the delivery of work scope under this proposal package. The term “Design Team” may be used occasionally in this document, generally referring to the full team.

- Equipment / Operations: Facility Planning Services
- Civil Engineering: KPFF
- Cost Estimating: RC Cost Group
- Cost Benefit Analysis: FCS Group (FSCG)
- Real Estate Consulting: Lee Associates (Tom Brown)
- Structural Engineering: AHBL Engineers
- HVAC/Plumbing/FP: BCE Engineers
- Electrical and Low Voltage: BCE Engineers
- Others: To be determined

SCOPE OF SERVICES

The following Scope of Services defines TCF’s tasks, deliverables, and the basis for the hours and fee compensation amounts provided in Exhibit A.1.

Task 1 – Project Administration

- 1.01 Project Administration** TCF will provide contract management, consultant management & coordination, schedule development and management, and manage day to day communication (phone and e-mail), and other general correspondence. The City will identify a “Core Advisory Team” (AKA “Steering Committee”) that will periodically meet with TCF to review progress and provide on-going

guidance and feedback.

Deliverables:

- Executed Prime Agreement with scope of services and associated fee budgets. (TCF will execute separate consultant agreements with each sub-consultant contracted under TCF.
- Project Schedule (In Smartsheet)
- Correspondence and management of documents through Smartsheet.

Task 2 – Existing Conditions & Data (Pre-Programming)

TCF and its consultants will visit the City’s existing facilities to become familiar with existing operations and The City will provide TCF with available surveys, drawings, reports, and other existing documents for each of these properties. TCF will develop an existing data library for use throughout the project.

2.01 Data Library

TCF will organize the City-provided documents into a Data Library for use throughout the Master Planning work. TCF will review the various documents and data pertaining to the existing facilities, integrating and utilizing information as appropriate and necessary for the planning work.

Deliverables:

- Review of documents and organization of hard copy and digital form documents.
- Photo images of existing conditions.

Information to be Provided by City

- Existing Facilities Conditions Assessments: Reports being produced for the City by a separate consultant for the facilities at the Downtown and South Hill sites.
- Surveys: Hard copy and AutoCAD base surveys of existing properties as available.
- Drawings: .Pdf drawings of existing buildings as available.
- Equipment Inventory: A listing (Excel-based) of all City-owned equipment grouped by facility location.
- Fleet Inventory: A listing (Excel-based) of all City-owned rolling stock organized by domiciled location and including vehicle number, vehicle type (make & model), fuel type, and year.
- Existing Conditions Assessment: Copy of the report currently being prepared by a separate consultant to the City to assess the existing site and building conditions at the city’s current Operations Facility.
- Other Reports: Any reports available such as wetlands or other environmental conditions, hazardous materials surveys (site and buildings), etc.

2.02 Existing Operations Documentation

Prior to conducting Workshop 1 (Programming), TCF will research and document the City’s current Operations, gathering information and background documentation for use in the programming process.

- TCF and our consultant, Facilities Planning Services (FPS) will engage the Lead Persons for each Operations group by means of an initial short video call, (MS Teams or Zoom) followed by the issuance of a questionnaire to each Lead Person designed, giving each group the opportunity to provide written input regarding their facility needs.
- FPS will make an initial visit to the Operations Facility to meet with the Fleet Manager to better understand current fleet management practices, fleet mix, inventory existing shop equipment, and inventory existing materials storage for each Operations group.

Goals – Givens – Growth

Also prior to conducting the Workshop 1 Program sessions, the Core Advisory Team will complete a questionnaire and identifying short and long term *goals*, project “*givens*” (those items already decided or not to be included in the study), and to confirm the *growth* horizon for planning.

Deliverables:

- Compiled Goals-Givens-Growth Questionnaire
- Compiled questionnaires summarizing Lead persons responses
- Summary of Fleet Management practices
- Preliminary Equipment Inventory
- Vehicle inventory confirmation and parking requirements
- Photographic library of existing facilities and equipment

Task 3 – Programming and Design Criteria

TCF will lead a process to explore and quantify the physical facility space and programmatic criteria for the various Operations groups that are part of this project. (See below). Work under this task will generate a “Preliminary Space Program” document (See Task 3.03) providing quantitative data (room/space area) for the established planning horizon (minimum 20-year planning horizon), preferred space and function adjacencies, workflow analysis, inventory management, and projected growth assumptions. (See subtasks and deliverables below). The Preliminary Space Program will be presented in a matrix-based (Excel) format and will also include general qualitative information noting special attributes, features, and functional considerations for each space.

The process for sizing program spaces will be accomplished through a series of workshop sessions conducted with the Program Teams, whereby each functional area and/or groups of functional areas will be discussed and diagrammed with the Program Team participants. Space sizing will be derived using a combination of industry standards, practical experience, and collaborative diagramming between the TCF Team and the Program Team participants. Workshop Sessions will be scheduled with each of the divisions or groups indicated below:

Program Teams

- Administrative and Public facilities
- Non-Administrative, Crew, and Shared Facilities
- Equipment R&R
- Stormwater
- Parks/Cemetery
- Building Facilities
- Solid Waste
- Water
- Sewer
- Offender Program

3.01

Facility Tours

Prior to the programming workshop sessions, TCF will facilitate tours of other existing operations & maintenance facilities of relevance to the City’s operations. These tours are intended to assist the City’s project participants in better understanding a range of alternatives for facility design and organization, and to provide an initial basis for exploring and confirming anticipated program elements. The facilities suggested below can be toured in a single day.

Facilities to Tour

- Pierce County Sewer and Traffic Operations Facility, Puyallup, WA.
- Pierce County Central Maintenance Facility, Frederickson, WA.
- Mason County PUD, Johns Prairie Operations Center, Shelton, WA.

Deliverables:

- Summary of group discussions and observations, photographs of functional areas informing design criteria for use in the planning process.

3.02

**Workshop 1:
Programming
and Planning
Criteria**

TCF will conduct a series of programming sessions with the City's Program Teams, reviewing and confirming City's goals and objectives, and establishing general design criteria and space requirements for facility functions as described under the Summary of Program Elements above. An agenda for each session will be developed and coordinated with the Core Advisory Team, organized to address and confirm the Work Scope elements.

Workshop Session Schedules

Participants for each specific session will be determined at the time the agendas for the workshop are developed with the City. Up to three (3) days are anticipated for the completion of the workshops. Sessions will be organized into 2-3 hour time blocks.

Summary of Program Elements

Administrative and Office Functions

Programmatic requirements for spaces and systems supporting administrative and office functions:

- Preferred departmental arrangements and adjacencies.
- General office system standards for private offices and open workstations.
- Conferencing and collaboration spaces.
- Qualities and features desired for office environments (daylighting, acoustics, security, data/comm, air quality, overall functionality, etc.).
- Exploration of long-range considerations for expandability and flexibility of systems.
- Other requirements as determined with the City in the workshop process.

Common Areas and Shared Functions

Programmatic requirements for spaces and systems supporting customer or public interaction:

- Public spaces (lobby, meeting space, restroom facilities, etc.).
- Technology applications.
- Other features focused on customer interaction and support.

Non-Administrative Personnel Functions (Crew Facilities)

Programmatic requirements for spaces and systems supporting non-administrative functions:

- Operational flow of personnel from personal parking, into and through building spaces, and access to work vehicles and materials, exploring optimum efficiencies and preferred adjacencies within and between all operational functions.
- Multi-use meeting and training functions.
- Lead and supervisory staff functions.
- Kitchen and break area functions. (Including outdoor space)
- Mud/drying room, locker room and restroom functions including discussion of male to female ratios and gender-neutral policies, now and in the future.
- Resource materials and data systems access for personnel.
- Wellness features.
- Specialty functions, storage systems, etc.

Maintenance and Repair Shop Functions

Programmatic requirements for all spaces and systems supporting maintenance functions:

- Fleet shop spaces including vehicle repair bays, tire shop, parts storage, other specialty shops.
- Maintenance shop facilities for all work groups / divisions.

Fueling & Washing Functions

- Fueling lanes, dispensers, fuel management system, etc.
- Diesel and gasoline storage tanks.
- Wash bay(s) for general vehicle washing.
- Chassis wash and degreasing functions.

Storage Functions

- Enclosed and secure inventory storage.
- Covered and/or enclosed general working stock storage.
- Hazardous materials storage & containment.
- City vehicle and equipment parking (enclosed, covered, open).
- Uncovered bulk materials storage
- Covered bulk materials storage
- Other storage functions as determined with City during workshop process.

Site Functions

Site requirements for area and systems associated with vehicles and pedestrians:

- Site access from street for vehicles and pedestrians.
- General on-site circulation for vehicles and pedestrians.
- Customer and visitor parking.
- Accessible parking.
- Other items as determined during workshop process.

Other Site Functions

Requirements for other site systems:

- Landscaping
- Storm water management
- Fencing, gates, and security

Deliverables:

- Goals – Givens – Growth Summary providing a consistent planning basis for Program Team engagement.
- Workshop planning and preparation.
- Agenda for each Program work session identifying place, time, participants, and key topics to be covered.
- Coordination and facilitation of workshop sessions.
- Workshop session meeting notes in Smartsheet.
- TCF's other consultants including civil, structural, HAVC, plumbing, and electrical will be available with limits hourly fee budgets to assist TCF if needed during the programming process.

- 3.03 Preliminary Space Program** Using the information obtained in the Workshop 1 sessions, TCF will prepare a Draft Preliminary Space Program document for City review. The document will be presented in table/matrix form, providing a numeric summary of all program areas/spaces, a summary of spaces within assigned building footprints, space adjacency diagrams, space and flow diagrams, and general criteria for each functional area in bullet and narrative form.

Note: This document will not be considered a “Full Functional Program.” Once a Strategic Facilities Plan is developed (under the subsequent Part 2 work scope), and specific projects identified for implementation, a more detailed Functional Program and Design Criteria must be developed for use in the design of specific projects.

Deliverables – Preliminary Space Program:

- Summary of City Goals – Givens - Growth
- Summary of planning horizon and growth assumptions.
- Space Program providing numeric area for each function.
- General functional criteria for each program area.
- Workflow and adjacency diagrams for site and building arrangements.
- Preliminary Equipment List.
- Vehicle parking analysis.

Task 4 – Site Alternatives and Scenarios

The Part 1 work scope will not include the exploration of site alternatives and scenarios for development of other potential sites in the City to accommodate the projected Operations facility needs. The Work will include a general review of potential improvements at the existing Operations facility.

- 4.01 Explore Existing Operations Center for Potential Improvements** TCF will explore potential improvements to the City’s existing Operations Facility, identifying possible opportunities to optimize site and building utilization.

Deliverables:

- Preliminary site plan concepts showing possible alternative site usage layouts responding to the program criteria and City’s goals & objectives.
- Preliminary building layout concepts showing possible approaches for addressing program needs, integrated with the site layouts.
- Review meeting via teleconference to review the preliminary site and building concepts.

Task 5 – Economics

Based on the programmatic needs identified under Task 3, TCF will develop an “Order of Magnitude” cost estimate range using general cost per square foot and cost per acre cost data for a non-specific facility development. The intent of this task is to provide the City with a potential range of likely development costs for the purpose of determining next steps in developing a long range, Strategic Facilities Plan for Operations. (Part 2 work scope not yet determined).

- 5.01 Preliminary Site Cost Modeling** The TCF Team, including civil consultant (KPFF) and Cost Estimator (RCCG), will prepare a budgetary Cost Model for a generic facility represented by the full program identified under the Task 3 Work.

Deliverables:

- Preliminary Cost Model including escalation for an assumed 5-year development plan.

Task 6 – Needs Assessment Report

TCF will prepare a final draft document/report collecting and organizing the information developed under the various tasks above. A draft document will be produced for City review and comment, followed by a final document.

- 6.01 Report** TCF will prepare a draft report summarizing all information noted under Tasks 1-5 above into a complete package. The deliverable will be organized in a tabbed .PDF electronic format. TCF will present the draft document to the Core Advisory Team and solicit feedback and comment. Following the receipt of City review comments, TCF will prepare a final report.

Anticipated Document “Chapters”

- 1) Summary Report covering process, goals, assumptions, current and projected program needs, preliminary exploration of existing Operations Facility, Order of Magnitude Cost Model, and summary of next steps in the planning process.
- 2) As determined
 - a. Preliminary Space Program/Design Criteria
 - b. Conceptual Site & Building concepts for existing Operation Facility

- 6.02 Power Point Presentation(s)** TCF will assist the City in preparing a Power Point presentation summarizing and illustrating the planning and analysis information for use in presenting to the City Council.

Deliverables:

- Completed Power Point
- Attendance at City Council presentation.
- .PDF for uploading to the City’s website.

Subsequent Project Phases

Following the completion of the Part 1 of the Predesign/Planning work and the confirmation of next steps, TCF will prepare a proposal for Part 2 Predesign/Planning proposal to explore alternatives and scenarios for the development of facilities accommodating all Operations groups in a long-range Strategic Facilities Plan.

Sincerely,



Randy Cook, AIA, LEED AP
 Principal/Project Manager

Attachments:

- Exhibit A.1: Master Fee Schedule for Part 1
 Exhibit B: TCF Schedule of Rates and Charges

Public Works Operations Facility Site and Space Needs Analysis

TASK NO.	PROJECT TASKS	TCF Architecture Architecture / Planning Project Management					Other Team Members (Contracted under TCF (See Separate Proposals))					TOTALS				
		Mg. Principal (Randy)	Mg. Principal (Mark H.)	Designer/ Arch 5 (Amy G)	Designer/ Arch 3 (Coreen)	Designer/ Arch 1 (TBD)	Project Coord. (Treta)	Admin Support (Robbin)	KPFF (Civil)	FPS (Equip/ops)	FCS Group (Cost-Ben)		RCCG (Cost Est)	Lee Assoc (Real Est)	BCE (MEP)	AHBL (Structural)
TASK 1 - PROJECT ADMINISTRATION																
1.01	Project Administration:	24				6										
	ESTIMATED HOURS OR FEES	\$290.00	\$235.00	\$140.00	\$120.00	\$110.00	\$90.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	HOURLY RATE	\$6,960	\$0	\$0	\$0	\$660	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	ESTIMATED FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL			\$7,620												\$7,620
TASK 2 - EXISTING CONDITIONS & DATA (Pre-Programming)																
2.01	Data Library / Review Existing Info:	4			12											
2.02	Existing Conditions Investigations/Confirmation	8			16											
	ESTIMATED HOURS OR FEES	\$290.00	\$235.00	\$140.00	\$120.00	\$110.00	\$90.00	\$0	\$0	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0
	HOURLY RATE	\$3,480	\$0	\$0	\$3,360	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0
	ESTIMATED FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$2,500	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL			\$6,840						\$1,000	\$2,500	\$0	\$0	\$0	\$0	\$10,340
TASK 3 - PROGRAMMING & DESIGN CRITERIA																
3.01	Tour Similar Facilities	3			3											
3.02	Workshop 1: Programming + Prep & Follow-up	40			60											
3.03	Space Program / Prelim Criteria	8			60						\$12,000					
	ESTIMATED HOURS OR FEES	\$290.00	\$235.00	\$140.00	\$120.00	\$110.00	\$90.00	\$0	\$0	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0
	HOURLY RATE	\$14,790	\$0	\$0	\$14,760	\$0	\$0	\$0	\$0	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0
	ESTIMATED FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL			\$29,550						\$0	\$12,000	\$0	\$0	\$0	\$0	\$41,550
TASK 4 - SITE ALTERNATIVES & SCENARIOS																
4.01	Preliminary Evaluation of Exist Facility Potential	8			20											
	ESTIMATED HOURS OR FEES	\$290.00	\$235.00	\$140.00	\$120.00	\$110.00	\$90.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	HOURLY RATE	\$2,320	\$0	\$0	\$2,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	ESTIMATED FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL			\$4,720						\$0	\$0	\$0	\$0	\$0	\$0	\$4,720
TASK 5 - ECONOMIC ANALYSIS																
5.01	Preliminary Cost Model	6			2											
	ESTIMATED HOURS OR FEES	\$290.00	\$235.00	\$140.00	\$120.00	\$110.00	\$90.00	\$0	\$0	\$1,000	\$1,000	\$1,400	\$0	\$0	\$0	\$0
	HOURLY RATE	\$1,740	\$0	\$0	\$2,400	\$0	\$0	\$0	\$0	\$1,000	\$1,000	\$1,400	\$0	\$0	\$0	\$0
	ESTIMATED FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,000	\$1,400	\$0	\$0	\$0	\$0
	SUBTOTAL			\$1,980						\$1,000	\$1,000	\$1,400	\$0	\$0	\$0	\$5,380
TASK 6 - REPORT AND PRESENTATIONS																
6.01	Part 1 Report - Needs - Prelim Analysis	12			16											
6.02	Power Point Development / Presentation	10														
	ESTIMATED HOURS OR FEES	\$290.00	\$235.00	\$140.00	\$120.00	\$110.00	\$90.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	HOURLY RATE	\$6,380	\$0	\$0	\$1,920	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	ESTIMATED FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL			\$59,010						\$0	\$0	\$0	\$0	\$0	\$0	\$8,300
	SUBTOTAL PER TEAM MEMBER - ALL TASKS			\$1,200						\$2,000	\$15,500	\$1,400	\$0	\$0	\$0	\$77,910
	REIMBURSABLE EXPENSE BUDGETS									\$2,000	\$500	\$0	\$0	\$0	\$0	\$1,900
	SUB CONSULTANT SUBTOTALS									\$2,200	\$16,000	\$1,400	\$0	\$0	\$0	\$19,600
	TCFA MARKUP ON CONSULTANT SERVICES (10%)									\$220	\$1,600	\$140	\$0	\$0	\$0	\$1,960
	TOTAL PER TEAM MEMBER - ALL TASKS (Incl. Mark-ups)			\$60,210						\$2,420	\$17,600	\$1,540	\$0	\$0	\$0	\$81,770
	TOTAL ESTIMATED HOURLY FEE BUDGETS and REIMBURSABLE EXPENSES															\$61,770

2021 Hourly Rate and Reimbursable Expense Schedule

Effective: January 1, 2021

Description	Rates
TCF Personnel:	
Principal-In-Charge / Managing Principal	\$290.00 / hour
Principal	\$235.00 / hour
Interior Design Director	\$200.00 / hour
Designer / Architect 9	\$180.00 / hour
Designer / Architect 8	\$170.00 / hour
Designer / Architect 7	\$160.00 / hour
Designer / Architect 6	\$150.00 / hour
Designer / Architect 5	\$140.00 / hour
Designer / Architect 4	\$130.00 / hour
Designer / Architect 3	\$120.00 / hour
Designer / Architect 2	\$110.00 / hour
Designer / Architect 1	\$100.00 / hour
Project Coordinator	\$110.00 / hour
Administrative Support	\$90.00 / hour
Subconsultant Services:	
Subconsultant Services Contracted Through TCF	Direct Cost plus 10%
Reimbursable Expenses:	
Mileage	Current Federal Rate
Other Expenses: (Meals, air travel, per diem, reproductions, shipping, postage, etc.)	Direct Cost plus 10%

Notes:

1. TCF Personnel Categories: Categories are based on experience and job responsibilities. Not all personnel are licensed architects.
2. Rate may be adjusted at the beginning of each calendar year. Rates will not be increased by more than 10% for any one category for a year for any project under contract.
3. Billing rates may, on occasion, be blended to approximately reflect specific personnel as well as specific tasks and services rendered.

EXHIBIT "C"
TITLE VI ASSURANCES

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

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

AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:

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

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

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

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

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

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

subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

Pertinent Non-Discrimination Authorities:

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

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



Staff Report – Consent Agenda

September 7, 2021, Council Regular Meeting

Green Mountain Master Plan Phase 1 Park Impact Fee Credits
(Submitted by James Carothers, Engineering Manager)

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

PURPOSE: This agenda item is to approve the assignment of park impact fee credits in the amount of \$1,286,647.32, to CLB Washington Solutions, Bluestone Communities. The developer has constructed Phase 1 of the Neighborhood Park per the attached recorded "Development Agreement" (DA17-01) as described and in the Legal Description, dated April 6, 2017, on pages 10-17. The amount of PIF credits was slightly reduced from the original estimate due to minor changes during construction.



Figure 1: Playground equipment with park bench.



Figure 2: Picnic Structure with picnic tables.

EQUITY CONSIDERATIONS:

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

Formal approval of assignment of the park impact fee credits.

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

Phase 1 of the park has been constructed and the park impact fee credits should be assigned per DA 17-01 with minor changes to the total amount as described above.

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

The public was given the opportunity to participate at the time of the 2014 Parks, Recreation, and Open Space (PROS) adoption, as well as during the public hearing for the development.

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

N/A

What are the strategies to mitigate any unintended consequences?

N/A

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

No.

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

Yes, the park and its amenities, are ADA accessible.

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

None

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

There will be a 2-year warranty period in the event of unforeseen site issues. Additionally, the developer is responsible for maintenance of the park for 10-years from the date of final acceptance. Final acceptance was issued on August 13, 2021.

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

By constructing a park that is universally accessible, per the 2035 Comprehensive Plan Park Impact Fee Policy-6 (PIF-6).

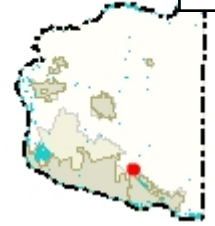
BUDGET IMPACT: This item is budget neutral.

RECOMMENDATION: Approve Park Impact Fee credits in the amount of \$1,286,647.32 to CLB Washington Solutions, Bluestone Communities.



Green Mtn Neighborhood Park Phases 1 & 2

Item 5.



Legend

- Taxlots
 - All Roads
 - Interstate
 - State Route
 - Arterial
 - Forest Arterial
 - Minor Collector
 - Forest Collector
 - - - Private or Other
- World Street Map

1: 4,514

752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

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

Notes:



Application Form for Impact Fee Credit

Impact Fee Credit Applying for:

- Traffic Impact Fee
- Fire Impact Fee
- School Impact Fee
- Open Space Impact Fee
- Parks Impact Fee
- Water System Development Charge
- Sewer System Development Charge

Company Name: CLB Washington Solutions Work Phone: (714)296-5326

Contact Name: Ralph Emerson

Address: 26895 Aliso Creek Rd. Ste B-522

City: Aliso Viejo State: CA Zip: 92656 Fax: _____

E-mail Address: remerson@bluestonecommunities.com

Associated Development Proposal:

Green Mountain Master Plan Phase 1 Park

Case Number: DA17-01 Parcel Number: 986049457

Site Address: 9200 N Boxwood St.

Location of Request:

Address of Location: 9200 N Boxwood Street

Intersection from: N 90th Avenue Intersection to: N 92nd Avenue

Amount of Credit Requested: \$1,286,647.32

The undersigned hereby certifies that this application has been made with the consent of the lawful property owner(s) and that all information submitted with this application is complete and correct. False statements, error, and/or omissions may be sufficient cause for denial of the request.

Printed Name: Ralph Emerson, attorney-in-fact

Applicant Signature:  Date: 8-12-21

For Office Use Only:

Approved

Disapproved

Signature: _____ Date: _____

5454921 AGR

Item 5.

Total Pages: 17 Rec Fee: \$140.00
eRecorded in Clark County, WA 10/24/2017 08:58 AM
STEWART TITLE - VANCOUVER MAIN
SIMPLIFILE LC E-RECORDING

RETURN ADDRESS

Randall B Printz

Landerholm, Memovich, Lansverk & Whitesides, PS

P.O. Box 1086

Vancouver, WA 98666-1086

Please print neatly or type information

Document Title(s)

Development Agreement

Reference Number(s) of related documents:

None Additional Reference #'s on page ____

Grantor(s) (Last name, First name and Middle Initial)

City of Camas, Green Mountain Land LLC, CLB Washington Solutions LLC
Additional grantors on page ____

Grantee(s) (Last name, First name and Middle Initial)

City of Camas, Green Mountain Land LLC, CLB Washington Solutions LLC
Additional grantees on page ____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

Portion of the 1/4 Section 20 and NW 1/4 Section 21, T2N, R3E
Additional legal is on page ____

Assessor's Property Tax Parcel/Account Number

986042356, 986040512
Additional parcel #'s on page ____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.


Signature of Requesting Party

After recording, return to:

RANDALL B. PRINTZ
Landerholm, Memovich,
Lansverk & Whitesides, P.S.
P.O. Box 1086
Vancouver, WA 98666-1086

Space Above for Recording Information Only

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into by and between the CITY OF CAMAS, a Washington Municipal Corporation (hereinafter referred to as the "City") CLB Washington Solutions LLC, a Delaware LLC. and Green Mountain Land LLC (hereinafter referred to as the "Owner") (and collectively referred to as "Parties").

RECITALS

WHEREAS, Owner owns or controls certain real property which is located within the City's municipal boundary and which is more fully described in the attached Exhibit "A", (hereinafter referred to as the "Property"); and,

WHEREAS, the City and the Owner recognize the area of the City known as the North Urban Growth Area ("NUGA"), will develop over a period of many years and the City desires to have parks, trails and open space amenities in the NUGA; and,

WHEREAS, the City's Parks, Recreation and Open Space Plan (PROS) identifies a "Proposed Neighborhood Park (NP-16)", which provides: "The City should identify a new neighborhood park to serve future growth within this area of Camas. This location presents an opportunity for a larger neighborhood park that includes a wider range of facilities. In particular, the City should make use of the unique topography of Green Mountain for views of Lacamas Lake and most of northern Camas. The City should develop this site to support trail activities and take maximum advantage of the views."; and,

DEVELOPMENT AGREEMENT
Green Mountain Land, LLC Page - 1 - 1062002

WHEREAS, the PROS provides: “There are several areas of planned development in Camas, including north of Lacamas Lake, and towards the northern and western edges of the city. The acquisition of land is critical to providing for future park and recreation needs; and,

WHEREAS, the PROS provides that Neighborhood Parks should be approximately 5-10 acres in size; at least 50% of which is suitable for active use; have good visibility from surrounding streets and have a minimum of 200 feet of street frontage; be relatively central to the area it is intended to serve and be accessible by walking, bicycling or driving with connections to the community trail network; and,

WHEREAS, the park at Green Mountain proposed by the Owner (the “Park”), a description and cost of which is attached hereto as Exhibit B and incorporated by reference herein, is consistent with the PROS Neighborhood Park criteria; and because of that, the City will exercise its best efforts to include the Park in the Park Impact Fee rate base and program which is currently under review for update and amendment by the City; such that upon construction of the Park, it shall be eligible for and receive Park Impact Fee Credits consistent with this Agreement; and,

WHEREAS, the Owner and the City have previously entered into a Development Agreement relating to the Property, which described a variety of potential park and trail features and which in part provides: “It is anticipated that, (assuming appropriate amendments are made to the Parks Plan and Park Impact Fee program that provides PIF credits in an amount acceptable to the Owner) future development phases of the Property shall implement the applicable parks/open space/trail portion of the Master Plan, or something substantially similar thereto. The Parties agree that a park in this area that would in whole or in part be Park Impact Fee Creditable. However, as of the date of this Agreement, specificity as to the size of the park or the extent of improvements of the park; or the amount of Park Impact Fee credits that would be available for park land dedication or construction of improvements has not yet been determined. Because of these factors, the Parties agree to work together through the Parks Plan update and Park Impact Fee program update to arrive at an agreement regarding the size and improvements of the park to be created by the Owner and the amount of Park Impact fee Credits that would be issued to the Owner for the construction and dedication of the park.”

WHEREAS, the Owner has received preliminary and final Planned Residential Development approval for the Property, has been before the Parks Board and wishes to begin construction of a substantial portion of the Park this summer, prior to occupancy of the first homes in the PRD; and,

WHEREAS, the City and the Owner wish to provide predictability and efficiency about the design, cost and delivery of the Park; and,

DEVELOPMENT AGREEMENT
Green Mountain Land, LLC Page - 2 - 1062002

WHEREAS, the City and the Owner recognize that Owner's construction of the Park will benefit not only the Property, but also other properties in the NUGA; and,

WHEREAS, the City is a Washington Municipal Corporation with annexation powers, and land use planning and permitting authority over all land within its corporate limits; and,

WHEREAS, the Washington State Legislature has authorized the execution of Development Agreements between local governments and a person having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1); and,

WHEREAS, pursuant to RCW 36.70B.170, a Development Agreement may set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement; which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement shall be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW; and

WHEREAS, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW

36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements; and

WHEREAS, for the purposes of this Agreement, "Development Standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and,

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement. This Agreement is a Development Agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210 and CMC 18.55.340. It shall become a contract between the Owner and the City upon its approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170 and CMC 18.55.340; and upon execution by all parties.

Section 2. Term of Agreement. This Agreement shall commence upon the Effective Date (which shall be the date of the last signature on the Agreement), and shall be valid for a period of fifteen (15) years; unless extended or terminated by mutual consent of the Parties.

Section 3. In conjunction with the City's current process for updating and amending its Park Impact Fee program, the City will exercise its best efforts to place the Park land and associated improvements in the Park Impact Fee program in such a manner that will enable the Owner, upon construction of some or all of the Park improvements or dedication of Park land, to receive Park Impact Fee Credits in amount equal to fifty (50%) of the costs identified in Exhibit B for the corresponding improvements or dedication of land.

Section 4. Because the first building permits are anticipated to be applied for in May 2017; and the first phase of the Park is anticipated to be constructed in the Summer of 2017; and the City's Park Impact Fee program update is scheduled to be completed in the Fall of 2017, until adoption of the City's Park Impact Fee Program update, at the time of building permit issuance for any building permits in the Green Mountain PRD, the City shall take and hold in escrow all Park Impact Fees then due. Upon adoption of the City's Park Impact Fee Program in 2017, the City shall issue any Park Impact Fee Credits then due Owner, if any, and allow such Park Impact Fee Credits to be used to redeem any Park Impact Fees paid in cash up to that point in time; subject to payment of a reasonable administrative fee, if the City determines one is necessary to cover the administrative costs of the escrow described in this Section.

Section 5. Remedies. Should a disagreement arise between the City and Owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

DEVELOPMENT AGREEMENT
Green Mountain Land, LLC Page - 4 - 1062002

Section 6. Maintenance/Water Service. While the Park will be owned by the City upon construction of the Park (or some portion thereof) and acceptance by the City, the Owner shall be responsible for Park maintenance, consistent with City park standards, for a period of ten (10) years from City acceptance of the completed improvements, at which time the Owner's obligation to maintain shall cease and the City shall maintain the Park thereafter. Upon construction of the Park, or some portion thereof, the City agrees that it will provide water to the park for irrigation and other park uses, consistent with City park standards, at no cost to the Owner. Nothing in the Section shall be construed to place any obligation on the City to construct any water lines or other water facilities. Any maintenance activities carried out under this Agreement shall be accomplished by non-City employees or non-City contractors. Any and all wages or payments made to any persons or entities arising out of maintenance work under this Agreement shall be paid for by the Owner or its assigns and not the City. The Owner or its assigns shall require any person or entity performing maintenance work under this Agreement, to carry general liability insurance covering such persons or entities and activities. The Owner or its assigns shall indemnify and hold harmless the City for any damages sustained by the City, including reasonable attorney's fees, arising out of the negligence of any person or entity in the performance of the maintenance obligations provided for under this Agreement. Phase 1 park improvements will be completed by the Owner by no later than September 1, 2018, and Phase 2 park improvements will be completed by the Owner by no later than September 1, 2022.

Section 7. Performance. Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 8. Venue. This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 9. Severability. If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 10. Inconsistencies. If any provisions of the Camas Municipal Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 11. Binding on Successors and Recording. The rights and obligations created by this Agreement are assignable and shall be binding upon and inure to the benefit of Owner,

DEVELOPMENT AGREEMENT
Green Mountain Land, LLC Page - 5 - 1062002

the City, and their respective heirs, successors and assigns, with the exception that any assignment by Owner shall be consented to by the City, which consent shall not be unreasonably withheld. If Owner properly assigns its rights and obligations under this Agreement and no longer owns any portion of the Property, the City shall release Owner from any further obligation or liability under this Agreement. The rights and obligations created by this Agreement shall also run with the land, but only with respect to those portions of the Property that have not received final plat approval for a subdivision or Site Plan approval for a commercial or multi family development. Only Owner and the City or their assigns shall have the right to enforce the terms of this Amendment. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

Section 12. Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 13. Amendments. This Agreement may only be amended by mutual agreement of the parties. Pursuant to RCW 36.70B.170(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Exhibits:

Exhibit "A": Legal Description of the Property

Exhibit "B": Depiction of Park, Park Improvements, and land to be constructed by and dedicated to the City and Engineers estimate of cost.

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CLB Washington Solutions LLC, a Delaware LLC


By 

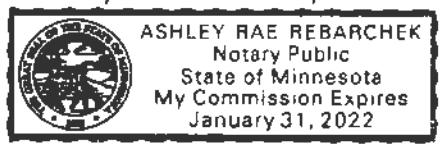
Title Kevin Hiniker
Vice President

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

I certify that I know or have satisfactory evidence that Kevin Hiniker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Vice President of CLB Washington Solutions LLC, a Delaware LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 16th, 2017


NOTARY PUBLIC for the State of: Minnesota
Residing in the County of:
My Commission Expires : 1/31/22



DEVELOPMENT AGREEMENT
Green Mountain Land, LLC Page - 8 - 1062002



**LAND SURVEYORS
ENGINEERS**
(360) 695-1385
222 E. Evergreen Blvd.
Vancouver, WA
98660

LEGAL DESCRIPTION FOR
GREEN MOUNTAIN MIXED USE P.R.D
NEIGHBORHOOD PARK DESCRIPTION

April 6, 2017

A parcel of land in the Thomas J. Fletcher Donation Land Claim No. 51 in the Northeast quarter of Section 20 and the Northwest quarter of Section 21, Township 2 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, being a portion of that parcel of land described under Exhibit B as "South Parcel", recorded under Auditor's File No. 5308695 BLA, recorded July 28, 2016, and that parcel of land described under Exhibit C as "Parcel 1", recorded under Auditor's File No. 5237696 BLA, recorded December 4, 2015, records of said county, described as follows:

COMMENCING at the Northwest corner of said Section 21;

THENCE South 88° 40' 59" East, along the North line of said Northwest quarter, a distance of 275.43 feet to the Northwest corner of that parcel of land described in Exhibit B as "North Parcel", recorded under said Auditor's File No. 5308695 BLA;

THENCE along the North and Easterly lines of said "North Parcel" the following courses;

THENCE continuing South 88° 40' 59" East, along said North line, a distance of 555.50 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 leaving said North line and continuing along the Easterly lines of said "North Parcel", South 01° 17' 59" West, 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 to the TRUE POINT OF BEGINNING;

THENCE leaving said "North Parcel", South 46° 17' 59" West, a distance of 19.46 feet;

THENCE South 44° 04' 38" East, a distance of 148.73 feet;

Z:\8000\8900\8930\8938\Legal Descriptions\8938.0054_CLB-GML-PARK.doc
JMB

Page 1 of 3



**LAND SURVEYORS
ENGINEERS**

(360) 695-1385
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Vancouver, WA
98660

THENCE South 57° 06' 11" West, a distance of 154.91 feet to a point on a 270.00 foot radius curve to the right;

THENCE along said 270.00 foot radius curve to the right (the long chord of which bears South 83° 01' 06" West, a distance of 236.00 feet), an arc distance of 244.25 feet to a point on a 120.00 foot radius curve to the right;

THENCE along said 120.00 foot radius curve to the right (the long chord of which bears North 44° 53' 37" West, a distance of 105.86 feet), an arc distance of 109.63 feet;

THENCE North 18° 43' 16" West, a distance of 129.10 feet to a point on a 405.00 foot radius curve to the left;

THENCE along said 405.00 foot radius curve to the left (the long chord of which bears North 36° 10' 39" West, a distance of 242.98 feet), an arc distance of 246.78 feet;

THENCE North 53° 38' 01" West, a distance of 173.47 feet to a point on the East line of said "South Parcel", said point also being on the North right of way line of NE. Boxwood Street as shown on the Plat of Green Mountain Mix Use P.R.D. Phase 1 (South), not yet recorded;

THENCE continuing along the East line of said "South Parcel" and along the North and East right of way lines of said NE. Boxwood Street, North 53° 38' 01" West, a distance of 82.00 feet to an angle point in the East line of said "South Parcel";

THENCE leaving said East line and continuing along said North and East right of way lines, North 53° 38' 01" West, a distance of 256.66 feet to a point on a 170.00 foot radius curve to the right;

THENCE continuing along said North and East right of way lines and along said 170.00 foot radius curve to the right (the long chord of which bears North 17° 58' 20" West, a distance of 198.22 feet), an arc distance of 211.62 feet;

THENCE continuing along said North and East right of way lines, North 17° 41' 21" East, a distance of 35.16 feet to a point on a 520.00 foot radius curve to the right;

THENCE continuing along said North and East right of way lines and along said 520.00 foot radius curve to the right (the long chord of which bears North 33° 41' 48" East, a distance of 286.79 feet), an arc distance of 290.56 feet to the Northeast corner of said Plat of Green Mountain Mix Use P.R.D. Phase 1 (South), not yet recorded;



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98660

THENCE leaving said East right of way line, North 47° 12' 05" East, a distance of 91.60 feet to a point on the South line of said "North Parcel", said point bears South 44° 04' 38" East, a distance of 294.61 feet from the Southwest corner of said "North Parcel";

THENCE along said South line the following courses:

THENCE South 44° 04' 38" East, a distance of 870.95 feet;

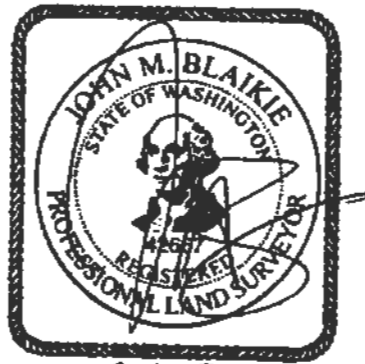
THENCE North 45° 55' 22" East, a distance of 18.00 feet;

THENCE South 44° 04' 38" East, a distance of 10.00 feet;

THENCE South 01° 17' 59" West, a distance of 209.50 feet to a point which bears North 43° 42' 01" West from the TRUE POINT OF BEGINNING;

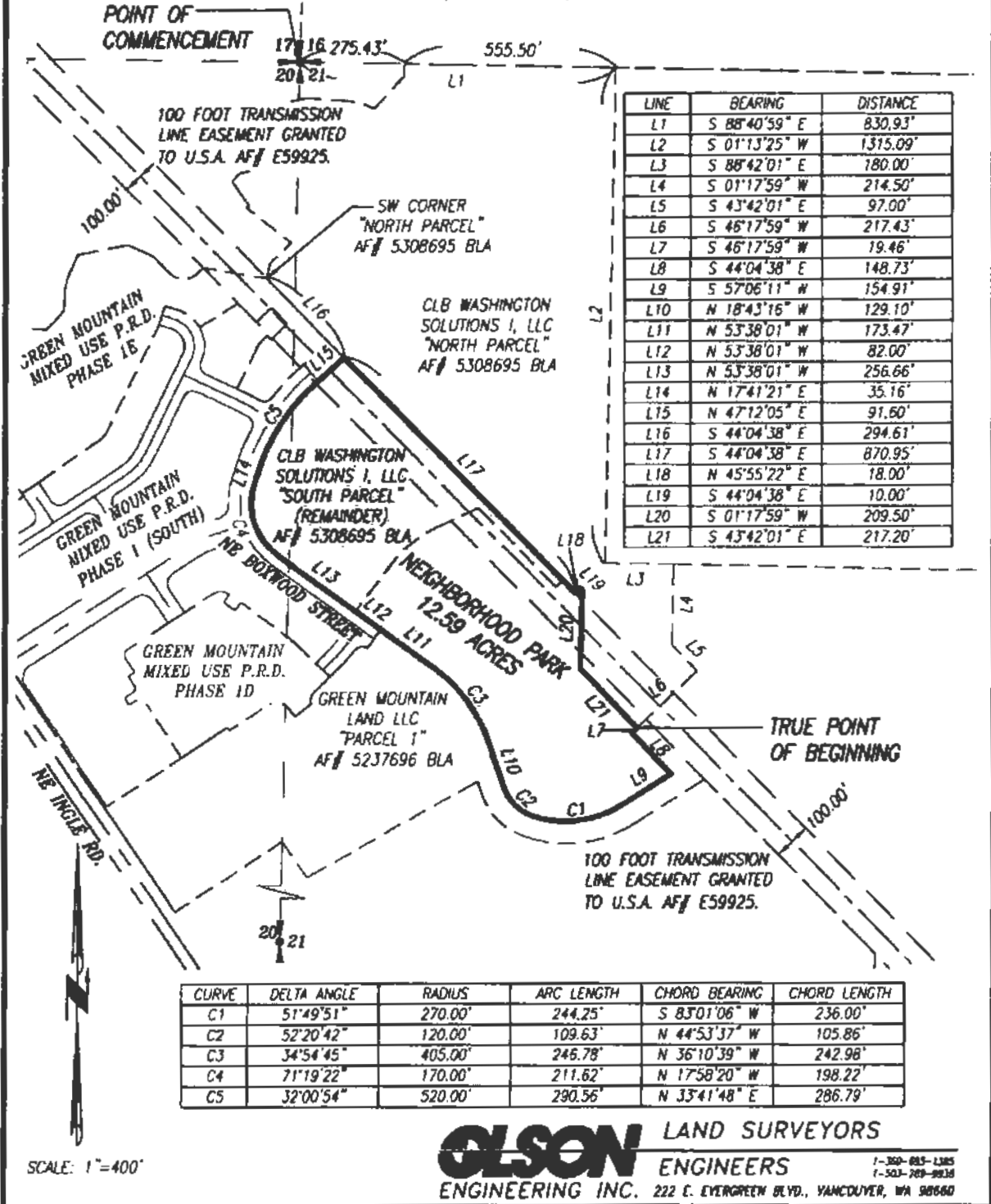
THENCE South 43° 42' 01" East, a distance of 217.20 feet to the TRUE POINT OF BEGINNING.

Containing 12.59 acres, more or less.



SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR GREEN MOUNTAIN MIXED USE P.R.D. NEIGHBORHOOD PARK

PORTION OF THE NE1/4 SECTION 20 & NW1/4 SECTION 21, T. 2 N., R. 3 E., W.M.,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON



OLSON ENGINEERING INC.

222 E. EVERGREEN BLVD., VANCOUVER, WA 98660 (360) 695-1385

Green Mountain Mix Use PRD - Neighborhood Park Cost - Phase 1

Item #	Description	Unit Of Measure	Quantity	Unit Price	Total Price
Grading					
1	Import Fill, Place & Compact Material From Adjacent Stockpile	CY	19,000	\$ 6.00	\$ 114,000.00
2	Finish Grade	SF	214,315	\$ 0.10	\$ 21,431.50
3	Erosion Control	LS	1	\$ 15,000.00	\$ 15,000.00
				Total	\$ 150,431.50
Sidewalk / Trail					
2	Finish Grade - Sidewalk	SF	6,695	\$ 0.20	\$ 1,339.00
3	1½"- Crushed Rock (0.17") - Sidewalk	TN	85	\$ 23.00	\$ 1,955.00
4	Sidewalk (Concrete - 0.33') - Sidewalk	SF	6,695	\$ 5.00	\$ 33,475.00
5	Finish Grade - Heavy Asphalt Pavement	SF	6,900	\$ 0.20	\$ 1,380.00
6	1½"- Crushed Rock (0.50") - Heavy Asphalt Pavement	TN	245	\$ 23.00	\$ 5,635.00
7	Asphalt Concrete (0.33') Class ½" 64-22 HMA - Heavy Asphalt Pavem	TN	175	\$ 135.00	\$ 23,625.00
8	Finish Grade - Light Asphalt Pavement	SF	14,240	\$ 0.20	\$ 2,848.00
9	1½"- Crushed Rock (0.33') - Light Asphalt Pavement	TN	334	\$ 23.00	\$ 7,682.00
10	Asphalt Concrete (0.17') Class ¾" 64-22 HMA - Light Asphalt Pavem	TN	184	\$ 135.00	\$ 24,840.00
				Total	\$ 102,779.00
Amenities					
11	Finish Grade - Picnic Area	SF	1,590	\$ 0.20	\$ 318.00
12	Picnic Structure (576 SF) AS - G2424 - 04	EA	1	\$ 23,000.00	\$ 23,000.00
13	Finish Grade - Picnic Area	SF	1,590	\$ 0.20	\$ 318.00
14	1½"- Crushed Rock (0.25") - Picnic Area	TN	15	\$ 23.00	\$ 345.00
15	Concrete (0.33') - Picnic Area	SF	1,590	\$ 5.00	\$ 7,950.00
16	ADA Picnic Table 2063 - P	EA	1	\$ 2,600.00	\$ 2,600.00
17	Picnic Table 2062 - P	EA	4	\$ 2,550.00	\$ 10,200.00
18	Benches 2140 - B - P	EA	9	\$ 900.00	\$ 8,100.00
19	Trash Receptacle 2770 - DT - P	EA	1	\$ 1,400.00	\$ 1,400.00
20	Aluminum Recreational Volleyball System SVB2000A	EA	1	\$ 1,700.00	\$ 1,700.00
				Total	\$ 55,931.00
Play Structure					
21	Play Structure (9873 PipeLine)	EA	1	\$ 46,500.00	\$ 46,500.00
22	Finish Grade	SF	2,735	\$ 0.20	\$ 547.00
23	Geotextile Fabric	SY	330	\$ 0.90	\$ 297.00
24	24" Concrete Curb	LF	185	\$ 40.00	\$ 7,400.00
25	Engineered Wood Fiber	CY	102	\$ 40.00	\$ 4,080.00
26	ADA Landing & Ramp	SF	85	\$ 4.75	\$ 451.25
27	4" Perf. Pipe (Wrapped) D-2729 w/ Washed Drain Rock	LF	50	\$ 30.00	\$ 1,500.00
28	Pipe Outlet, Pyramat w/ Hand Placed Rip Rap	SF	25	\$ 10.00	\$ 250.00
				Total	\$ 61,025.25
Landscaping					
29	Eastern White Pine (5' - 6')	EA	13	\$ 300.00	\$ 3,900.00
30	Hogan Cedar (5' - 6')	EA	9	\$ 300.00	\$ 2,700.00
31	Village Green Zeikova (2" Cal.)	EA	18	\$ 300.00	\$ 5,400.00
32	October Glory Maple (1.5" Cal.)	EA	14	\$ 300.00	\$ 4,200.00
33	Tulip Tree (1.5" Cal.)	EA	13	\$ 300.00	\$ 3,900.00
34	Topsoil (0.33') - Hydroseeded Lawn Area	CY	2,500	\$ 30.00	\$ 75,000.00
35	Compost (0.17') -Hydroseeded Lawn Area	CY	1,290	\$ 30.00	\$ 38,700.00
36	Finish Grade - Hydroseeded Lawn	SF	204,705	\$ 0.10	\$ 20,470.50
37	Finish Grade - Native Grass	SF	9,610	\$ 0.10	\$ 961.00

38	Irrigation	SF	204,705	\$	0.75	\$	153,528.75	
39	2" Irrigation Meter	LS	1	\$	9,000.00	\$	9,000.00	
40	Power	LS	1	\$	2,500.00	\$	2,500.00	
41	Lawn (Hydroseeded)	SF	204,705	\$	0.20	\$	40,941.00	
42	Lawn (Native Grass)	SF	9,610	\$	0.20	\$	1,922.00	
							Total	\$ 363,123.25

Phase 1 Construction Costs

Subtotal	\$ 733,290.00
Design, Permit & Fees @ 15%	\$ 109,993.50
Construction Observation @ 3%	\$ 21,998.70
Contingency @ 15%	\$ 109,993.50
Tax @ 8.4%	\$ 61,596.36
Total	\$ 1,036,872.06

Land					
Developable Upland in Phase 1	Acres	3.85	\$ 400,000.00	\$	1,540,000.00

Phase 1 Total Costs	\$ 2,576,872.06
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Green Mountain Mix Use PRD - Neighborhood Park Cost - Phase 2

Item #	Description	Unit Of Measure	Quantity	Unit Price	Total Price	
Landscaping						
1	Eastern White Pine (5' - 8')	EA	27	\$ 300.00	\$ 8,100.00	
2	Hogan Cedar (5' - 6')	EA	11	\$ 300.00	\$ 3,300.00	
3	Finish Grade - Lawn	SF	26,696	\$ 0.10	\$ 2,669.60	
4	Topsoil (0.33') - Lawn Area	CY	330	\$ 8.00	\$ 2,640.00	
5	Compost (0.17') - Lawn Area	CY	170	\$ 30.00	\$ 5,100.00	
6	Irrigation	SF	26,696	\$ 0.75	\$ 20,022.00	
7	Lawn (Hydroseeded)	SF	26,696	\$ 0.20	\$ 5,339.20	
					Total	\$ 47,170.80
Amenities						
8	Finish Grade - Sport Court	SF	2,400	\$ 0.20	\$ 480.00	
9	1x" Crushed Rock (0.25') - Sport Court	TN	43	\$ 23.00	\$ 989.00	
10	Concrete (0.33') - Sport Court	SF	2,400	\$ 5.00	\$ 12,000.00	
11	Basketball Hoop Assembly 1001 - 01	EA	2	\$ 2,400.00	\$ 4,800.00	
12	Restroom	LS	1	\$ 150,000.00	\$ 150,000.00	
13	Finish Grade - Restroom	SF	400	\$ 0.20	\$ 80.00	
14	Drinking Fountain	EA	1	\$ 3,500.00	\$ 3,500.00	
15	Bicycle Rack	EA	1	\$ 400.00	\$ 400.00	
16	Benches 21400 - 6 - P	EA	8	\$ 800.00	\$ 4,800.00	
17	Trash Receptacle 2770 - DT - P	EA	4	\$ 1,000.00	\$ 4,000.00	
18	Wetland Enhancements	EA	1	\$ 20,000.00	\$ 20,000.00	
					Total	\$ 201,049.00
Sidewalk / Trail						
19	Finish Grade - Light Asphalt Pavement (Sport Court)	SF	1,040	\$ 0.20	\$ 208.00	
20	1x" Crushed Rock (0.33') - Light Asphalt Pavement (Sport Court)	TN	25	\$ 23.00	\$ 575.00	
21	Asphalt Concrete (0.17') Class X* 64-22 HMA - Light Asphalt Pavement (Sport Court)	TN	13	\$ 135.00	\$ 1,755.00	
22	Finish Grade - Sidewalk / Trail	SF	7,165	\$ 0.20	\$ 1,433.00	
23	1x" Crushed Rock (0.17') - Sidewalk / Trail	TN	90	\$ 20.00	\$ 1,800.00	

24	Sidewalk / Trail (Concrete - 0.33')	SF	7,165	\$	5.00	\$	35,825.00
						Total	\$ 41,596.00

Phase 2 Construction Costs	Subtotal			\$	289,815.80
	Design, Permit & Fees @ 15%			\$	43,472.37
	Construction Observation @ 3%			\$	8,694.47
	Contingency @ 15%			\$	43,472.37
	Tax @ 8.4%			\$	24,344.53
	Total			\$	409,799.54

	Land				
Developable Upland in Phase 2	Acres	1.27	\$	400,000.00	\$ 508,000.00

Phase 2 Total Costs	\$ 917,799.54
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TOTAL PARK COST

Neighborhood Park Total Costs	Phase 1	\$ 2,576,872.06
	Phase 2	\$ 917,799.54
		\$ 3,494,671.60

ASSUMPTIONS

- 1 Prices based off current market rates.
- 2 This Cost Estimate is based on plans prepared by Olson Engineering, Inc - Green Mountain Mixed Use PRD Neighborhood Park - LS1.1, LS1.2 & LS1.3, June 2017.
- 3 "Grading" - Import Fill Material From Adjacent Stockpile
- 4 The Play Structure and Park Amenities were quoted by "Columbia Cascade Company".
- 5 The Picnic Structure was quoted by "RCP Shelters, Inc.".
- 6 The Aluminum Recreational Volleyball System was quoted by "Bison, Inc.".
- 7 Crushed Rock - Cubic Feet to Tons conversion rate of 0.071 utilities.
- 8 AC - Cubic Feet to Tons conversion rate of 0.076 utilities.
- 9 "Restroom" is based on Dorothy Fox Park's Estimate by others
- 10 Acreage and Cost for "Developable Upland in Phase 1 & 2" was provided by John Schmidt of Metropolitan Land Group, LLC
- 11 Remove SDC Fee from 2" Irrigation Meter





Staff Report – Consent Agenda

September 7, 2021, Council Regular Meeting

Green Mountain Master Plan Phase 2 Park Impact Fee Credits
(Submitted by James Carothers, Engineering Manager)

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

PURPOSE: This agenda item is to approve the assignment of park impact fee credits, in the amount of \$458,889.77 to Lennar NW, Inc. The developer has constructed Phase 2 of the Neighborhood Park per the attached recorded "Development Agreement" (DA17-01) as described and in the Legal Description, dated April 6, 2017, on pages 10-17.



Figure 1: Restrooms & Bike Rack



Figure 2: Basketball Court

EQUITY CONSIDERATIONS:

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

Formal approval of assignment of the park impact fee credits.

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

Phase 2 of the park has been constructed and the park impact fee credits should be assigned per DA 17-01.

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

The public was given the opportunity to participate at the time of the 2014 Parks, Recreation, and Open Space (PROS) adoption, as well as during the public hearing for the development.

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

N/A

What are the strategies to mitigate any unintended consequences?

N/A

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

No.

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

Yes, the park and its amenities, are ADA accessible.

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

None

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

There will be a 2-year warranty period in the event of unforeseen site issues. Additionally, the Developer, is responsible for maintenance of the park for 10-years from the date of final acceptance. Final acceptance was issued on August 25, 2021.

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

By constructing a park that is universally accessible, per the 2035 Comprehensive Plan Park Impact Fee Policy-6 (PIF-6).

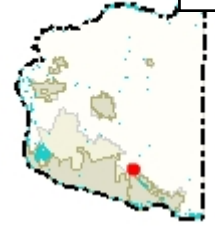
BUDGET IMPACT: This item is budget neutral.

RECOMMENDATION: Approve Park Impact Fee credits in the amount of \$458,889.77 to Lennar NW, Inc.



Green Mtn Neighborhood Park Phases 1 & 2

Item 6.



Legend

- Taxlots
- All Roads**
 - Interstate
 - State Route
 - Arterial
 - Forest Arterial
 - Minor Collector
 - Forest Collector
 - Private or Other
- World Street Map

1: 4,514



WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

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

Notes:



Application Form for Impact Fee Credit

Impact Fee Credit Applying for:

- Traffic Impact Fee
- Fire Impact Fee
- School Impact Fee
- Open Space Impact Fee
- Parks Impact Fee
- Water System Development Charge
- Sewer System Development Charge

Company Name: Lennar Northwest, Inc. Work Phone: 360.258.7879

Contact Name: David Force

Address: 11807 NE 99th Street, Suite 1170

City: Vancouver State: WA Zip: 98682 Fax: 360.258.7901

E-mail Address: David.Force@lennar.com

Associated Development Proposal:

Credits are for the Phase 2 improvements made to the community park constructed to serve the Green Mountain Planned Residential Development.

Case Number: SUB16-02 Parcel Number: 173178-000, 986037-000

Site Address: 2817 NE Ingle Road, Camas, WA 98607

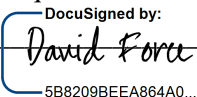
Location of Request:

Address of Location: No Site Address / N. Boxwood St.

Intersection from: N. 90th Avenue Intersection to: N. 92nd Avenue

Amount of Credit Requested: \$458,889.77

The undersigned hereby certifies that this application has been made with the consent of the lawful property owner(s) and that all information submitted with this application is complete and correct. False statements, error, and/or omissions may be sufficient cause for denial of the request.

Printed Name: David Force DocuSigned by: David Force 8/23/2021
 Applicant Signature:  5B8209BEEA864A0... Date: _____

For Office Use Only:

Approved

Disapproved

Signature: _____ Date: _____

Certificate Of Completion

Envelope Id: 983BD4ABB59F43209D1EF513222F9648	Status: Completed
Subject: Please DocuSign: Revised IF-SDC Credit Application Form_Rev_1-8-2021 .pdf	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	David Force
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	700 NW 107th Ave
	Ste 400
	Miami, FL 33172
	David.Force@Lennar.com
	IP Address: 204.109.20.254

Record Tracking

Status: Original	Holder: David Force	Location: DocuSign
8/23/2021 9:10:44 AM	David.Force@Lennar.com	

Signer Events

David Force
 david.force@lennar.com
 Director of Land Development
 Lennar
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 5B8209BEEA864A0...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.109.20.254

Timestamp

Sent: 8/23/2021 9:11:05 AM
 Viewed: 8/23/2021 9:11:19 AM
 Signed: 8/23/2021 9:11:28 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	8/23/2021 9:11:05 AM
Certified Delivered	Security Checked	8/23/2021 9:11:19 AM
Signing Complete	Security Checked	8/23/2021 9:11:28 AM
Completed	Security Checked	8/23/2021 9:11:28 AM

Payment Events

Status

Timestamps

5454921 AGR

Item 6.

Total Pages: 17 Rec Fee: \$140.00
eRecorded in Clark County, WA 10/24/2017 08:58 AM
STEWART TITLE - VANCOUVER MAIN
SIMPLIFILE LC E-RECORDING

RETURN ADDRESS

Randall B Printz

Landerholm, Memovich, Lansverk & Whitesides, PS

P.O. Box 1086

Vancouver, WA 98666-1086

Please print neatly or type information

Document Title(s)

Development Agreement

Reference Number(s) of related documents:

None Additional Reference #'s on page ____

Grantor(s) (Last name, First name and Middle Initial)

City of Camas, Green Mountain Land LLC, CLB Washington Solutions LLC
Additional grantors on page ____

Grantee(s) (Last name, First name and Middle Initial)

City of Camas, Green Mountain Land LLC, CLB Washington Solutions LLC
Additional grantees on page ____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

Portion of the 1/4 Section 20 and NW 1/4 Section 21, T2N, R3E
Additional legal is on page ____

Assessor's Property Tax Parcel/Account Number

986042356, 986040512
Additional parcel #'s on page ____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.


Signature of Requesting Party

After recording, return to:

RANDALL B. PRINTZ
 Landerholm, Memovich,
 Lansverk & Whitesides, P.S.
 P.O. Box 1086
 Vancouver, WA 98666-1086

Space Above for Recording Information Only

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into by and between the CITY OF CAMAS, a Washington Municipal Corporation (hereinafter referred to as the "City") CLB Washington Solutions LLC, a Delaware LLC. and Green Mountain Land LLC (hereinafter referred to as the "Owner") (and collectively referred to as "Parties").

RECITALS

WHEREAS, Owner owns or controls certain real property which is located within the City's municipal boundary and which is more fully described in the attached Exhibit "A", (hereinafter referred to as the "Property"); and,

WHEREAS, the City and the Owner recognize the area of the City known as the North Urban Growth Area ("NUGA"), will develop over a period of many years and the City desires to have parks, trails and open space amenities in the NUGA; and,

WHEREAS, the City's Parks, Recreation and Open Space Plan (PROS) identifies a "Proposed Neighborhood Park (NP-16)", which provides: "The City should identify a new neighborhood park to serve future growth within this area of Camas. This location presents an opportunity for a larger neighborhood park that includes a wider range of facilities. In particular, the City should make use of the unique topography of Green Mountain for views of Lacamas Lake and most of northern Camas. The City should develop this site to support trail activities and take maximum advantage of the views."; and,

DEVELOPMENT AGREEMENT
 Green Mountain Land, LLC Page - 1 - 1062002

WHEREAS, the PROS provides: “There are several areas of planned development in Camas, including north of Lacamas Lake, and towards the northern and western edges of the city. The acquisition of land is critical to providing for future park and recreation needs; and,

WHEREAS, the PROS provides that Neighborhood Parks should be approximately 5-10 acres in size; at least 50% of which is suitable for active use; have good visibility from surrounding streets and have a minimum of 200 feet of street frontage; be relatively central to the area it is intended to serve and be accessible by walking, bicycling or driving with connections to the community trail network; and,

WHEREAS, the park at Green Mountain proposed by the Owner (the “Park”), a description and cost of which is attached hereto as Exhibit B and incorporated by reference herein, is consistent with the PROS Neighborhood Park criteria; and because of that, the City will exercise its best efforts to include the Park in the Park Impact Fee rate base and program which is currently under review for update and amendment by the City; such that upon construction of the Park, it shall be eligible for and receive Park Impact Fee Credits consistent with this Agreement; and,

WHEREAS, the Owner and the City have previously entered into a Development Agreement relating to the Property, which described a variety of potential park and trail features and which in part provides: “It is anticipated that, (assuming appropriate amendments are made to the Parks Plan and Park Impact Fee program that provides PIF credits in an amount acceptable to the Owner) future development phases of the Property shall implement the applicable parks/open space/trail portion of the Master Plan, or something substantially similar thereto. The Parties agree that a park in this area that would in whole or in part be Park Impact Fee Creditable. However, as of the date of this Agreement, specificity as to the size of the park or the extent of improvements of the park; or the amount of Park Impact Fee credits that would be available for park land dedication or construction of improvements has not yet been determined. Because of these factors, the Parties agree to work together through the Parks Plan update and Park Impact Fee program update to arrive at an agreement regarding the size and improvements of the park to be created by the Owner and the amount of Park Impact fee Credits that would be issued to the Owner for the construction and dedication of the park.”

WHEREAS, the Owner has received preliminary and final Planned Residential Development approval for the Property, has been before the Parks Board and wishes to begin construction of a substantial portion of the Park this summer, prior to occupancy of the first homes in the PRD; and,

WHEREAS, the City and the Owner wish to provide predictability and efficiency about the design, cost and delivery of the Park; and,

DEVELOPMENT AGREEMENT
Green Mountain Land, LLC Page - 2 - 1062002

WHEREAS, the City and the Owner recognize that Owner's construction of the Park will benefit not only the Property, but also other properties in the NUGA; and,

WHEREAS, the City is a Washington Municipal Corporation with annexation powers, and land use planning and permitting authority over all land within its corporate limits; and,

WHEREAS, the Washington State Legislature has authorized the execution of Development Agreements between local governments and a person having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1); and,

WHEREAS, pursuant to RCW 36.70B.170, a Development Agreement may set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement; which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement shall be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW; and

WHEREAS, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW

36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements; and

WHEREAS, for the purposes of this Agreement, "Development Standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and,

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement. This Agreement is a Development Agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210 and CMC 18.55.340. It shall become a contract between the Owner and the City upon its approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170 and CMC 18.55.340; and upon execution by all parties.

Section 2. Term of Agreement. This Agreement shall commence upon the Effective Date (which shall be the date of the last signature on the Agreement), and shall be valid for a period of fifteen (15) years; unless extended or terminated by mutual consent of the Parties.

Section 3. In conjunction with the City's current process for updating and amending its Park Impact Fee program, the City will exercise its best efforts to place the Park land and associated improvements in the Park Impact Fee program in such a manner that will enable the Owner, upon construction of some or all of the Park improvements or dedication of Park land, to receive Park Impact Fee Credits in amount equal to fifty (50%) of the costs identified in Exhibit B for the corresponding improvements or dedication of land.

Section 4. Because the first building permits are anticipated to be applied for in May 2017; and the first phase of the Park is anticipated to be constructed in the Summer of 2017; and the City's Park Impact Fee program update is scheduled to be completed in the Fall of 2017, until adoption of the City's Park Impact Fee Program update, at the time of building permit issuance for any building permits in the Green Mountain PRD, the City shall take and hold in escrow all Park Impact Fees then due. Upon adoption of the City's Park Impact Fee Program in 2017, the City shall issue any Park Impact Fee Credits then due Owner, if any, and allow such Park Impact Fee Credits to be used to redeem any Park Impact Fees paid in cash up to that point in time; subject to payment of a reasonable administrative fee, if the City determines one is necessary to cover the administrative costs of the escrow described in this Section.

Section 5. Remedies. Should a disagreement arise between the City and Owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

DEVELOPMENT AGREEMENT
Green Mountain Land, LLC Page - 4 - 1062002

Section 6. Maintenance/Water Service. While the Park will be owned by the City upon construction of the Park (or some portion thereof) and acceptance by the City, the Owner shall be responsible for Park maintenance, consistent with City park standards, for a period of ten (10) years from City acceptance of the completed improvements, at which time the Owner's obligation to maintain shall cease and the City shall maintain the Park thereafter. Upon construction of the Park, or some portion thereof, the City agrees that it will provide water to the park for irrigation and other park uses, consistent with City park standards, at no cost to the Owner. Nothing in the Section shall be construed to place any obligation on the City to construct any water lines or other water facilities. Any maintenance activities carried out under this Agreement shall be accomplished by non-City employees or non-City contractors. Any and all wages or payments made to any persons or entities arising out of maintenance work under this Agreement shall be paid for by the Owner or its assigns and not the City. The Owner or its assigns shall require any person or entity performing maintenance work under this Agreement, to carry general liability insurance covering such persons or entities and activities. The Owner or its assigns shall indemnify and hold harmless the City for any damages sustained by the City, including reasonable attorney's fees, arising out of the negligence of any person or entity in the performance of the maintenance obligations provided for under this Agreement. Phase 1 park improvements will be completed by the Owner by no later than September 1, 2018, and Phase 2 park improvements will be completed by the Owner by no later than September 1, 2022.

Section 7. Performance. Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 8. Venue. This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 9. Severability. If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 10. Inconsistencies. If any provisions of the Camas Municipal Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 11. Binding on Successors and Recording. The rights and obligations created by this Agreement are assignable and shall be binding upon and inure to the benefit of Owner,

DEVELOPMENT AGREEMENT
Green Mountain Land, LLC Page - 5 - 1062002

the City, and their respective heirs, successors and assigns, with the exception that any assignment by Owner shall be consented to by the City, which consent shall not be unreasonably withheld. If Owner properly assigns its rights and obligations under this Agreement and no longer owns any portion of the Property, the City shall release Owner from any further obligation or liability under this Agreement. The rights and obligations created by this Agreement shall also run with the land, but only with respect to those portions of the Property that have not received final plat approval for a subdivision or Site Plan approval for a commercial or multi family development. Only Owner and the City or their assigns shall have the right to enforce the terms of this Amendment. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

Section 12. Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 13. Amendments. This Agreement may only be amended by mutual agreement of the parties. Pursuant to RCW 36.70B.170(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Exhibits:

Exhibit "A": Legal Description of the Property

Exhibit "B": Depiction of Park, Park Improvements, and land to be constructed by and dedicated to the City and Engineers estimate of cost.

Remainder of page intentionally left blank



**LAND SURVEYORS
ENGINEERS**

(360) 695-1385
222 E. Evergreen Blvd.
Vancouver, WA
98660

**LEGAL DESCRIPTION FOR
GREEN MOUNTAIN MIXED USE P.R.D
NEIGHBORHOOD PARK DESCRIPTION**

April 6, 2017

A parcel of land in the Thomas J. Fletcher Donation Land Claim No. 51 in the Northeast quarter of Section 20 and the Northwest quarter of Section 21, Township 2 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, being a portion of that parcel of land described under Exhibit B as "South Parcel", recorded under Auditor's File No. 5308695 BLA, recorded July 28, 2016, and that parcel of land described under Exhibit C as "Parcel 1", recorded under Auditor's File No. 5237696 BLA, recorded December 4, 2015, records of said county, described as follows:

COMMENCING at the Northwest corner of said Section 21;

THENCE South 88° 40' 59" East, along the North line of said Northwest quarter, a distance of 275.43 feet to the Northwest corner of that parcel of land described in Exhibit B as "North Parcel", recorded under said Auditor's File No. 5308695 BLA;

THENCE along the North and Easterly lines of said "North Parcel" the following courses;

THENCE continuing South 88° 40' 59" East, along said North line, a distance of 555.50 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 leaving said North line and continuing along the Easterly lines of said "North Parcel", South 01° 17' 59" West, 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 to the TRUE POINT OF BEGINNING;

THENCE leaving said "North Parcel", South 46° 17' 59" West, a distance of 19.46 feet;

THENCE South 44° 04' 38" East, a distance of 148.73 feet;

Z:\8000\8900\8930\8938\Legal Descriptions\8938.0054_CLB-GML-PARK.doc
JMB

Page 1 of 3



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Vancouver, WA
98660

THENCE South 57° 06' 11" West, a distance of 154.91 feet to a point on a 270.00 foot radius curve to the right;

THENCE along said 270.00 foot radius curve to the right (the long chord of which bears South 83° 01' 06" West, a distance of 236.00 feet), an arc distance of 244.25 feet to a point on a 120.00 foot radius curve to the right;

THENCE along said 120.00 foot radius curve to the right (the long chord of which bears North 44° 53' 37" West, a distance of 105.86 feet), an arc distance of 109.63 feet;

THENCE North 18° 43' 16" West, a distance of 129.10 feet to a point on a 405.00 foot radius curve to the left;

THENCE along said 405.00 foot radius curve to the left (the long chord of which bears North 36° 10' 39" West, a distance of 242.98 feet), an arc distance of 246.78 feet;

THENCE North 53° 38' 01" West, a distance of 173.47 feet to a point on the East line of said "South Parcel", said point also being on the North right of way line of NE. Boxwood Street as shown on the Plat of Green Mountain Mix Use P.R.D. Phase 1 (South), not yet recorded;

THENCE continuing along the East line of said "South Parcel" and along the North and East right of way lines of said NE. Boxwood Street, North 53° 38' 01" West, a distance of 82.00 feet to an angle point in the East line of said "South Parcel";

THENCE leaving said East line and continuing along said North and East right of way lines, North 53° 38' 01" West, a distance of 256.66 feet to a point on a 170.00 foot radius curve to the right;

THENCE continuing along said North and East right of way lines and along said 170.00 foot radius curve to the right (the long chord of which bears North 17° 58' 20" West, a distance of 198.22 feet), an arc distance of 211.62 feet;

THENCE continuing along said North and East right of way lines, North 17° 41' 21" East, a distance of 35.16 feet to a point on a 520.00 foot radius curve to the right;

THENCE continuing along said North and East right of way lines and along said 520.00 foot radius curve to the right (the long chord of which bears North 33° 41' 48" East, a distance of 286.79 feet), an arc distance of 290.56 feet to the Northeast corner of said Plat of Green Mountain Mix Use P.R.D. Phase 1 (South), not yet recorded;



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98660

THENCE leaving said East right of way line, North 47° 12' 05" East, a distance of 91.60 feet to a point on the South line of said "North Parcel", said point bears South 44° 04' 38" East, a distance of 294.61 feet from the Southwest corner of said "North Parcel";

THENCE along said South line the following courses:

THENCE South 44° 04' 38" East, a distance of 870.95 feet;

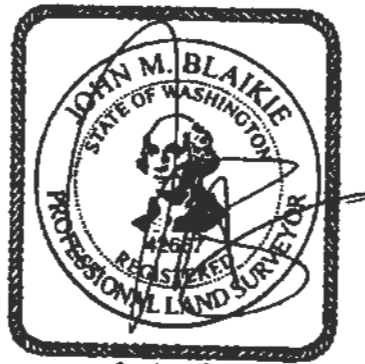
THENCE North 45° 55' 22" East, a distance of 18.00 feet;

THENCE South 44° 04' 38" East, a distance of 10.00 feet;

THENCE South 01° 17' 59" West, a distance of 209.50 feet to a point which bears North 43° 42' 01" West from the TRUE POINT OF BEGINNING;

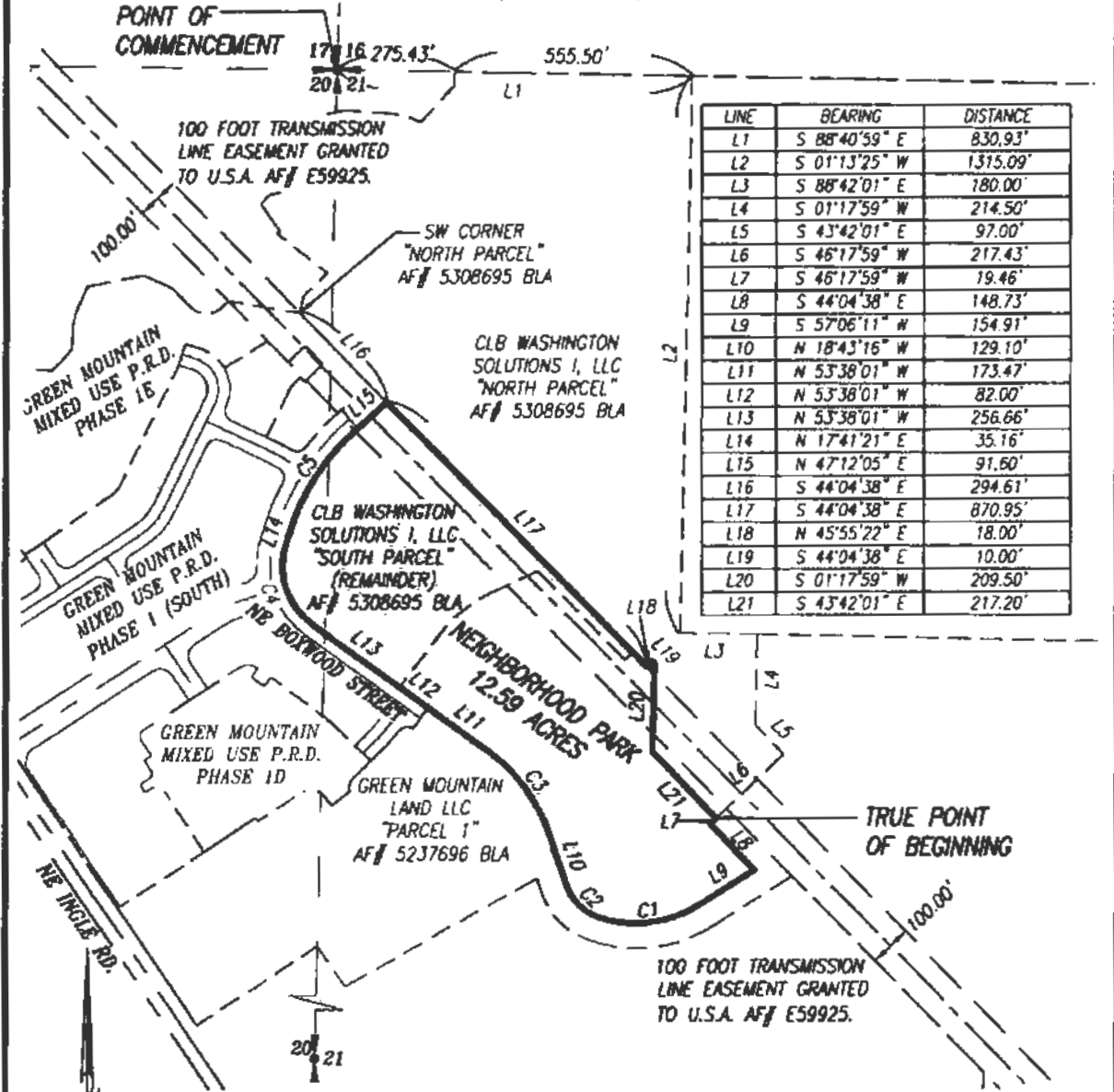
THENCE South 43° 42' 01" East, a distance of 217.20 feet to the TRUE POINT OF BEGINNING.

Containing 12.59 acres, more or less.



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR GREEN MOUNTAIN MIXED USE P.R.D.
NEIGHBORHOOD PARK**

PORTION OF THE NE1/4 SECTION 20 & NW1/4 SECTION 21, T. 2 N., R. 3 E., W.M.,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON

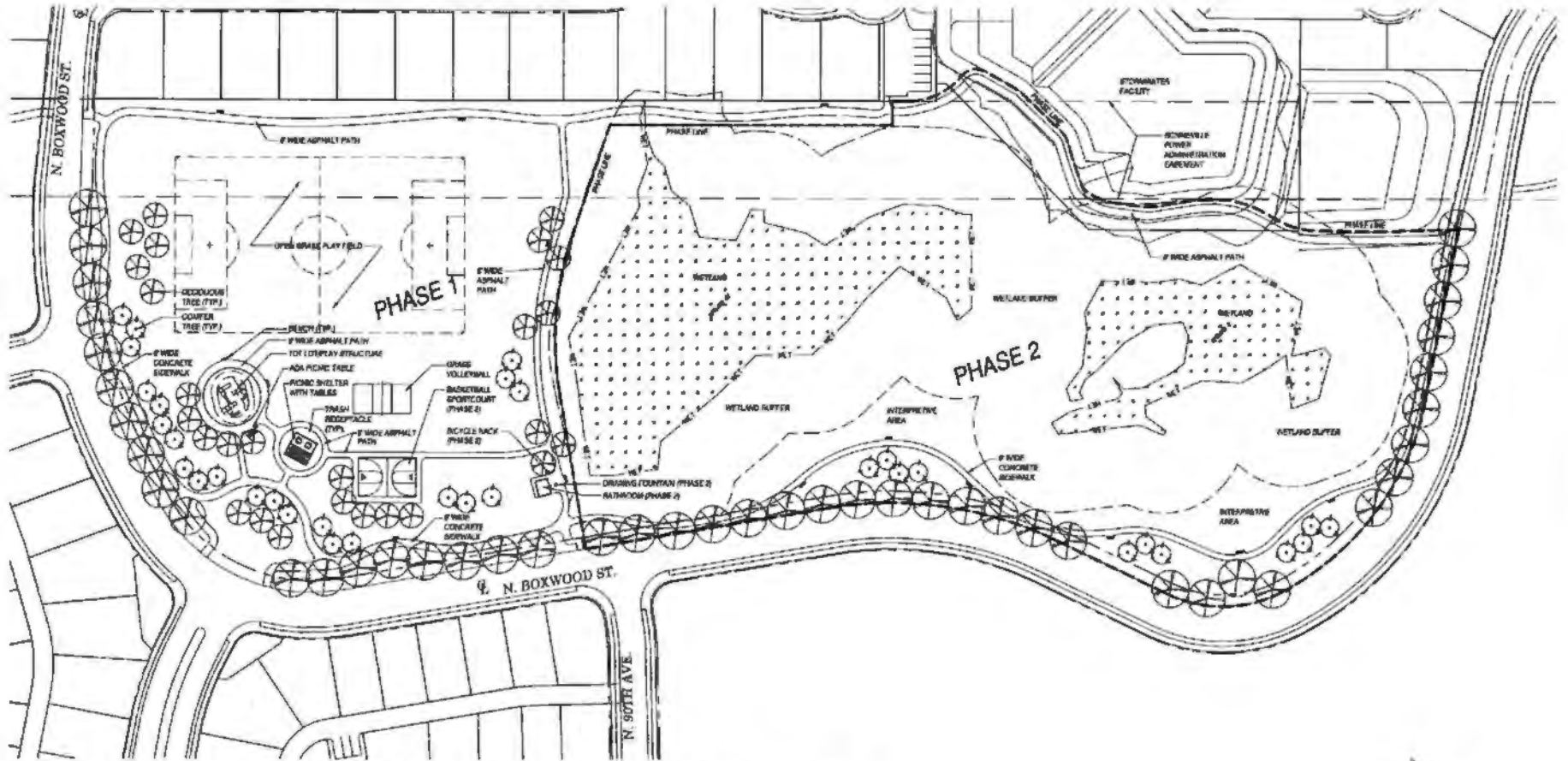


LINE	BEARING	DISTANCE
L1	S 88°40'59" E	830.93'
L2	S 01°13'25" W	1315.09'
L3	S 88°42'01" E	780.00'
L4	S 01°17'59" W	214.50'
L5	S 43°42'01" E	97.00'
L6	S 46°17'59" W	217.43'
L7	S 46°17'59" W	19.46'
L8	S 44°04'38" E	148.73'
L9	S 57°06'11" W	154.91'
L10	N 18°43'16" W	129.10'
L11	N 53°38'01" W	173.47'
L12	N 53°38'01" W	82.00'
L13	N 53°38'01" W	256.66'
L14	N 17°41'21" E	35.16'
L15	N 47°12'05" E	91.60'
L16	S 44°04'38" E	294.61'
L17	S 44°04'38" E	870.95'
L18	N 45°55'22" E	18.00'
L19	S 44°04'38" E	10.00'
L20	S 01°17'59" W	209.50'
L21	S 43°42'01" E	217.20'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	51°49'51"	270.00'	244.25'	S 83°01'06" W	236.00'
C2	52°20'42"	120.00'	109.63'	N 44°53'37" W	105.86'
C3	34°54'45"	405.00'	246.78'	N 36°10'39" W	242.98'
C4	71°19'22"	170.00'	211.62'	N 17°58'20" W	198.22'
C5	32°00'54"	520.00'	290.56'	N 33°41'48" E	286.79'

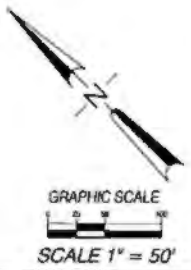
SCALE: 1"=400'

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
1-360-683-1385
1-503-289-8838



GREEN MOUNTAIN MIXED USE PRD NEIGHBORHOOD PARK PLAN

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 232 E. EVERGREEN BLVD, VANCOUVER, WA 98660



OLSON ENGINEERING INC.

222 E. EVERGREEN BLVD., VANCOUVER, WA 98660 (360) 695-1385

Green Mountain Mix Use PRD - Neighborhood Park Cost - Phase 1

Item #	Description	Unit Of Measure	Quantity	Unit Price	Total Price
Grading					
1	Import Fill, Place & Compact Material From Adjacent Stockpile	CY	19,000	\$ 6.00	\$ 114,000.00
2	Finish Grade	SF	214,315	\$ 0.10	\$ 21,431.50
3	Erosion Control	LS	1	\$ 15,000.00	\$ 15,000.00
				Total	\$ 150,431.50
Sidewalk / Trail					
2	Finish Grade - Sidewalk	SF	6,695	\$ 0.20	\$ 1,339.00
3	1½" - Crushed Rock (0.17') - Sidewalk	TN	85	\$ 23.00	\$ 1,955.00
4	Sidewalk (Concrete - 0.33') - Sidewalk	SF	6,695	\$ 5.00	\$ 33,475.00
5	Finish Grade - Heavy Asphalt Pavement	SF	6,900	\$ 0.20	\$ 1,380.00
6	1½" - Crushed Rock (0.50') - Heavy Asphalt Pavement	TN	245	\$ 23.00	\$ 5,635.00
7	Asphalt Concrete (0.33') Class ½" 64-22 HMA - Heavy Asphalt Pavem	TN	175	\$ 135.00	\$ 23,625.00
8	Finish Grade - Light Asphalt Pavement	SF	14,240	\$ 0.20	\$ 2,848.00
9	1½" - Crushed Rock (0.33') - Light Asphalt Pavement	TN	334	\$ 23.00	\$ 7,682.00
10	Asphalt Concrete (0.17') Class ¾" 64-22 HMA - Light Asphalt Pavem	TN	184	\$ 135.00	\$ 24,840.00
				Total	\$ 102,779.00
Amenities					
11	Finish Grade - Picnic Area	SF	1,590	\$ 0.20	\$ 318.00
12	Picnic Structure (576 SF) AS - G2424 - 04	EA	1	\$ 23,000.00	\$ 23,000.00
13	Finish Grade - Picnic Area	SF	1,590	\$ 0.20	\$ 318.00
14	1½" - Crushed Rock (0.25') - Picnic Area	TN	15	\$ 23.00	\$ 345.00
15	Concrete (0.33') - Picnic Area	SF	1,590	\$ 5.00	\$ 7,950.00
16	ADA Picnic Table 2063 - P	EA	1	\$ 2,600.00	\$ 2,600.00
17	Picnic Table 2062 - P	EA	4	\$ 2,550.00	\$ 10,200.00
18	Benches 2140 - B - P	EA	9	\$ 900.00	\$ 8,100.00
19	Trash Receptacle 2770 - DT - P	EA	1	\$ 1,400.00	\$ 1,400.00
20	Aluminum Recreational Volleyball System SVB2000A	EA	1	\$ 1,700.00	\$ 1,700.00
				Total	\$ 55,931.00
Play Structure					
21	Play Structure (9873 PipeLine)	EA	1	\$ 46,500.00	\$ 46,500.00
22	Finish Grade	SF	2,735	\$ 0.20	\$ 547.00
23	Geotextile Fabric	SY	330	\$ 0.90	\$ 297.00
24	24" Concrete Curb	LF	185	\$ 40.00	\$ 7,400.00
25	Engineered Wood Fiber	CY	102	\$ 40.00	\$ 4,080.00
26	ADA Landing & Ramp	SF	85	\$ 4.75	\$ 451.25
27	4" Perf. Pipe (Wrapped) D-2729 w/ Washed Drain Rock	LF	50	\$ 30.00	\$ 1,500.00
28	Pipe Outlet, Pyramat w/ Hand Placed Rip Rap	SF	25	\$ 10.00	\$ 250.00
				Total	\$ 61,025.25
Landscaping					
29	Eastern White Pine (5' - 6')	EA	13	\$ 300.00	\$ 3,900.00
30	Hogan Cedar (5' - 6')	EA	9	\$ 300.00	\$ 2,700.00
31	Village Green Zeikova (2" Cal.)	EA	18	\$ 300.00	\$ 5,400.00
32	October Glory Maple (1.5" Cal.)	EA	14	\$ 300.00	\$ 4,200.00
33	Tulip Tree (1.5" Cal.)	EA	13	\$ 300.00	\$ 3,900.00
34	Topsoil (0.33') - Hydroseeded Lawn Area	CY	2,500	\$ 30.00	\$ 75,000.00
35	Compost (0.17') - Hydroseeded Lawn Area	CY	1,290	\$ 30.00	\$ 38,700.00
36	Finish Grade - Hydroseeded Lawn	SF	204,705	\$ 0.10	\$ 20,470.50
37	Finish Grade - Native Grass	SF	9,610	\$ 0.10	\$ 961.00

38	Irrigation	SF	204,705	\$	0.75	\$	153,528.75	
39	2" Irrigation Meter	LS	1	\$	9,000.00	\$	9,000.00	
40	Power	LS	1	\$	2,500.00	\$	2,500.00	
41	Lawn (Hydroseeded)	SF	204,705	\$	0.20	\$	40,941.00	
42	Lawn (Native Grass)	SF	9,610	\$	0.20	\$	1,922.00	
							Total	\$ 363,123.25

Phase 1 Construction Costs	Subtotal	\$	733,290.00
	Design, Permit & Fees @ 15%	\$	109,993.50
	Construction Observation @ 3%	\$	21,998.70
	Contingency @ 15%	\$	109,993.50
	Tax @ 8.4%	\$	61,596.36
	Total	\$	1,036,872.06

Land	Acres	3.85	\$	400,000.00	\$	1,540,000.00
Developable Upland in Phase 1						

Phase 1 Total Costs	\$ 2,576,872.06
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Green Mountain Mix Use PRD - Neighborhood Park Cost - Phase 2

Item #	Description	Unit Of Measure	Quantity	Unit Price	Total Price	
Landscaping						
1	Eastern White Pine (5' - 8')	EA	27	\$ 300.00	\$ 8,100.00	
2	Hogan Cedar (5' - 6')	EA	11	\$ 300.00	\$ 3,300.00	
3	Finish Grade - Lawn	SF	26,696	\$ 0.10	\$ 2,669.60	
4	Topsoil (0.33') - Lawn Area	CY	330	\$ 8.00	\$ 2,640.00	
5	Compost (0.17') - Lawn Area	CY	170	\$ 30.00	\$ 5,100.00	
6	Irrigation	SF	26,696	\$ 0.75	\$ 20,022.00	
7	Lawn (Hydroseeded)	SF	26,696	\$ 0.20	\$ 5,339.20	
					Total	\$ 47,170.80
Amenities						
8	Finish Grade - Sport Court	SF	2,400	\$ 0.20	\$ 480.00	
9	1x"- Crushed Rock (0.25') - Sport Court	TN	43	\$ 23.00	\$ 989.00	
10	Concrete (0.33') - Sport Court	SF	2,400	\$ 5.00	\$ 12,000.00	
11	Basketball Hoop Assembly 1001 - 01	EA	2	\$ 2,400.00	\$ 4,800.00	
12	Restroom	LS	1	\$ 150,000.00	\$ 150,000.00	
13	Finish Grade - Restroom	SF	400	\$ 0.20	\$ 80.00	
14	Drinking Fountain	EA	1	\$ 3,500.00	\$ 3,500.00	
15	Bicycle Rack	EA	1	\$ 400.00	\$ 400.00	
16	Benches 21400 - 6 - P	EA	8	\$ 800.00	\$ 4,800.00	
17	Trash Receptacle 2770 - DT - P	EA	4	\$ 1,000.00	\$ 4,000.00	
18	Wetland Enhancements	EA	1	\$ 20,000.00	\$ 20,000.00	
					Total	\$ 201,049.00
Sidewalk / Trail						
19	Finish Grade - Light Asphalt Pavement (Sport Court)	SF	1,040	\$ 0.20	\$ 208.00	
20	1x"- Crushed Rock (0.33') - Light Asphalt Pavement (Sport Court)	TN	25	\$ 23.00	\$ 575.00	
21	Asphalt Concrete (0.17') Class X* 64-22 HMA - Light Asphalt Pavement (Sport Court)	TN	13	\$ 135.00	\$ 1,755.00	
22	Finish Grade - Sidewalk / Trail	SF	7,165	\$ 0.20	\$ 1,433.00	
23	1x"- Crushed Rock (0.17') - Sidewalk / Trail	TN	90	\$ 20.00	\$ 1,800.00	

24	Sidewalk / Trail (Concrete - 0.33')	SF	7,165	\$	5.00	\$	35,825.00
						Total	\$ 41,596.00

Phase 2 Construction Costs	Subtotal			\$	289,815.80
	Design, Permit & Fees @ 15%			\$	43,472.37
	Construction Observation @ 3%			\$	8,694.47
	Contingency @ 15%			\$	43,472.37
	Tax @ 8.4%			\$	24,344.53
	Total			\$	409,799.54

	Land				
Developable Upland in Phase 2	Acres	1.27	\$	400,000.00	\$ 508,000.00

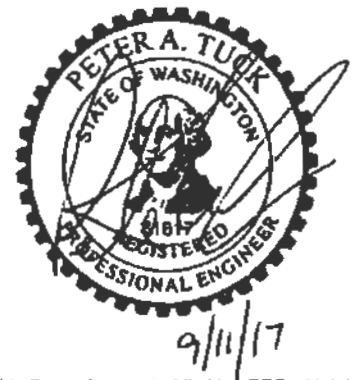
Phase 2 Total Costs	\$ 917,799.54
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TOTAL PARK COST

Neighborhood Park Total Costs	Phase 1	\$ 2,576,872.06
	Phase 2	\$ 917,799.54
		\$ 3,494,671.60

ASSUMPTIONS

- 1 Prices based off current market rates.
- 2 This Cost Estimate is based on plans prepared by Olson Engineering, Inc - Green Mountain Mixed Use PRD Neighborhood Park - LS1.1, LS1.2 & LS1.3, June 2017.
- 3 "Grading" - Import Fill Material From Adjacent Stockpile
- 4 The Play Structure and Park Amenities were quoted by "Columbia Cascade Company".
- 5 The Picnic Structure was quoted by "RCP Shelters, Inc.".
- 6 The Aluminum Recreational Volleyball System was quoted by "Bison, Inc.".
- 7 Crushed Rock - Cubic Feet to Tons conversion rate of 0.071 utilities.
- 8 AC - Cubic Feet to Tons conversion rate of 0.076 utilities.
- 9 "Restroom" is based on Dorothy Fox Park's Estimate by others
- 10 Acreage and Cost for "Developable Upland in Phase 1 & 2" was provided by John Schmidt of Metropolitan Land Group, LLC
- 11 Remove SDC Fee from 2" Irrigation Meter



September 2, 2021

Jason T. Morgan
600 University Street, Suite 3600
Seattle, WA 98101
D. 206.386.7527
jason.morgan@stoel.com

VIA EMAIL

City of Camas
Attn: Mayor Ellen Burton
City Hall
616 NE 4th Avenue
Camas, WA 98607

Re: Supplemental Engagement Letter

Dear Mayor Burton:

Thank you for selecting Stoel Rives LLP (“Stoel Rives” or “Firm”) to represent the City of Camas (“Client” or “you”). We appreciate the opportunity to act as your legal counsel. This letter, and the attached Standard Terms of Representation, set forth the terms on which Stoel Rives will provide legal services to you (“Terms of Engagement”).

Scope of Engagement. You have engaged Stoel Rives to represent you in connection with the citizen suit involving the Lacamas Shores biofilter treatment facility (“Engagement”). Unless otherwise agreed in writing, Stoel Rives has not agreed to represent you in any other matter. If you engage Stoel Rives to represent you in any matters beyond the scope of the Engagement, these Terms of Engagement shall apply to those matters.

Client Relationship. As we have discussed, our client in the Engagement will be the City of Camas. To the extent that you have affiliates not otherwise defined in this letter as clients, you agree that our representation of the City of Camas in the Engagement does not give rise to an attorney-client relationship between Stoel Rives and any of these affiliates, and that Stoel Rives may represent clients adverse to these affiliates in matters unrelated to this Engagement.

In addition, the Engagement does not include responsibility for review of your insurance policies to determine the possibility of coverage for the claim asserted in this matter, or for notification of your insurance carriers about the matter.

The Engagement also does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (“SEC”), or your disclosure obligations under such laws, and we understand that you will not, without our prior written consent, include documents or information we provide to you in any filings with federal or state securities regulators, including with the SEC.

Mayor Ellen Burton
 September 2, 2021
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Principal Attorneys Handling Your Matter(s). Beth Ginsberg, Veronica Keithley, and I will be the attorneys principally responsible for the Engagement. However, as our representation progresses and issues arise, other attorneys at Stoel Rives may become responsible for and handle certain aspects of our work for you. If you ever have any questions or concerns about how we staff matters, please do not hesitate to let me know. Otherwise, we will use our judgment to determine how to staff matters in the most cost-effective manner possible.

Fees. Unless we agree to other arrangements, the principal factors that determine our fees incurred in connection with the Engagement are the time devoted to the matter and the hourly rates of the attorneys and staff involved in the matter.

The following lists the discounted hourly billing rates for the lawyers and professional staff we currently expect to work on this matter:

Jason T. Morgan	\$661.00
Beth S. Ginsberg	\$787.00
Veronica M. Keithley	\$459.00

If other timekeepers work on this matter, we would be pleased to provide their hourly rates upon request. All billing rates are subject to change from time to time, and are adjusted at least annually. Legal services provided after the effective date of the new rates will be charged at the new applicable rates. As explained in the enclosed Standard Terms of Representation, we may take other factors into consideration in determining our fees.

Please be advised that in litigation matters you may be liable for the opposing party's costs, fees, and expenses if you are not the prevailing party.

Billing and Payment. Unless otherwise agreed, we will send invoices for our legal fees and expenses on a monthly basis. Our invoices include narratives of the legal services performed and itemize expenses incurred by Stoel Rives in connection with the Engagement. If you would like additional information about any of our invoices, please let me know. Payment is due within 30 days after the date of the invoice. The enclosed Standard Terms of Representation contains additional information regarding our billing processes and payment terms.

eDiscovery. Because of the increasing complexity of electronic discovery, many litigation matters require collection and processing of electronic documents and database management throughout the course of the case and related services. We have relationships with a number of vendors that provide services relating to eDiscovery. If you and I agree that this case requires eDiscovery

Mayor Ellen Burton
September 2, 2021
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services and you do not have a third party vendor that you prefer to use, we would be pleased to discuss with you the kinds of services we can provide through our vendor and the pricing for those services.

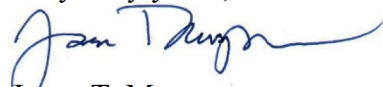
Publicity. In connection with our representation of you, Stoel Rives requests, and you consent, for us to use certain information about the Engagement for the sole purpose of describing our expertise in marketing materials. Your consent here is only with respect to information about the Engagement that you have disclosed to the public.

In-Firm Communications. From time to time, issues may arise relating to our duties under the professional conduct rules that apply to lawyers. These issues may involve conflict of interest questions or even a dispute between Stoel Rives and a client over how we have handled a client matter. When such issues arise, we may seek the advice of our Firm Counsel and loss prevention partners. We consider such consultations to be attorney-client privileged communications. We believe that it is in our clients' interests, as well as Stoel Rives' interest, that when legal ethics or related issues arise during a representation, we obtain expert analysis of our obligations. Accordingly, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our internal or outside counsel, we have your consent to do so and that our representation of you shall not waive any attorney-client privilege Stoel Rives may have regarding the confidentiality of our communications with counsel.

Protected Health Information. We do not believe that this Engagement will require us to access, create, receive, use, maintain, disclose, or transmit Protected Health Information ("PHI") as that term is defined in the privacy and security rules issued under the Health Insurance Portability and Accountability Act of 1996, as amended. In the event you believe that we need to review information that constitutes PHI, we request that you communicate with us in advance of sending the information so that we can confirm that such review is necessary and, if so, sign a business associate agreement and arrange for an appropriately secure method of transmission. We request that you do not email us PHI unless you are using an email encryption program.

If the Terms of Engagement meet with your approval, please promptly sign the letter in the space below and return a copy to me with the security deposit so that we may begin work. Please call or email me if you have any questions. Once again, let me say how pleased we are that you have entrusted Stoel Rives to represent you in the Engagement. We look forward to working with you.

Very truly yours,



Jason T. Morgan

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THE UNDERSIGNED ACKNOWLEDGES AND ACCEPTS THE TERMS OF ENGAGEMENT, AND CONSENTS TO STOEL RIVES' REPRESENTATION NOTWITHSTANDING THE CONFLICTS OF INTEREST DESCRIBED ABOVE.

CITY OF CAMAS

By: _____

Title: _____

Date: _____

Mayor Ellen Burton
September 2, 2021
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STANDARD TERMS OF REPRESENTATION

Fees. Unless otherwise agreed to in writing by the Client and Stoel Rives, the principal basis for computing our fees for the legal services we provide will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Other factors we may consider in setting our fee include the novelty and difficulty of the questions involved; the skill required to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by the Client or the circumstances; the amount involved; and the results obtained.

Costs. We will include in our statements separate charges for services such as copying, messenger and delivery service, travel, international telephone, and filing fees. Unless otherwise agreed to in writing, the Client authorizes us to retain any investigators, consultants, or experts necessary in our judgment to represent the Client's interests in the specified matter. Their fees and expenses generally will not be paid by us, but will be billed directly to the Client.

Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Because fees and costs are usually not predictable, we generally make no commitment to the Client concerning the maximum fees and costs that will be necessary to resolve or complete the matter. Any mention by us of fees and costs is only an estimate. It is also expressly understood that your obligation to pay our fees and costs is in no way contingent on the ultimate outcome of the matter.

Client Responsibilities. You agree to pay our statements for services and expenses as agreed in the Terms of Engagement. In addition, you agree to be candid and cooperative with us and keep us informed with complete and accurate factual information, documents, communications, and other material relevant to the subject matter of our representation or otherwise reasonably requested by us. You also agree to make any necessary business and strategy decisions in a timely manner. Because we need to be able to communicate with you regarding the representation, you agree to keep us advised of name, address, telephone number, contact person, or email address changes.

Advice about Possible Outcomes. From time to time, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any of our lawyers is an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Electronic Communications. It is likely that, during the course of this engagement, you and Stoel Rives will use electronic devices and internet services (which may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, and other technology) to communicate and transfer documents. Although the use of this technology involves some degree of risk that third parties may access confidential communications, we believe and, by signing the engagement letter, you agree that the benefits of using this technology outweigh the risk of accidental disclosure. Nevertheless, just as we have policies and systems in place designed to make our electronic communications with you reasonably secure, it is equally important that you communicate with us in a manner that reasonably protects the confidentiality of information we share and any attorney-client privilege that may apply to our communications. This means that you should not use any computers or other electronic devices, networks, or internet addresses that are owned, controlled, or may be accessed by others to send or receive confidential information to or from us. Any device you use should be password protected and not accessible for use by any third party.

Mayor Ellen Burton
September 2, 2021
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Responding to Subpoenas and Other Requests for Information. If we are required to respond to a subpoena or other formal request from a third party or a governmental agency for our records or other information relating to services we have performed for you, or to testify by deposition or otherwise concerning such services, we will first consult with you as to whether you wish to provide the information demanded or assert the attorney-client privilege to the extent you may properly do so. In such circumstances, you agree that you will reimburse us for our time and expense incurred in responding to any such demand, including, but not limited to, time and expense incurred in searching for information and photocopying costs, reviewing documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

Termination of Engagement. You may, at any time, terminate our representation upon written notice to us. We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. Your termination or our withdrawal will not relieve you of your obligation to pay for services already rendered, including work in progress and incomplete at the time of termination, and to pay for all expenses incurred on your behalf by us through the termination or withdrawal date.

Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated or otherwise agreed, our representation will conclude and the attorney-client relationship will terminate automatically upon the occurrence of either of the following: first, 30 days following the date on which we send you a final statement for services rendered in the matter(s); or second, in the event a final statement for services is not sent, when 12 months have elapsed with no meaningful billable services provided to the Client. Thereafter, should you reengage us to represent you, you agree that the terms of this letter shall apply to any matters that we handle for you unless a new engagement letter has been signed. At your request, client documents and property will be returned to you upon receipt of payment for outstanding fees and costs, although we reserve the right to copy any documents we deem appropriate. Our files and documents pertaining to the matter will be retained by us for ten years after the termination of a matter, without further notice to the Client.

Post-engagement Matters. The Client is engaging us to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could impact the Client's future rights and liabilities. Unless the Client engages us after the completion of the matter to provide additional legal advice or services on issues arising from the matter, we have no continuing obligation to advise the Client on such issues or on future legal developments, including docketing milestones, making additional or continuation filings, monitoring renewal or notice dates or similar deadlines that may arise with respect to the matter, pursuing appeals, or taking other steps on the Client's behalf to protect its interests.



Staff Report

September 7, 2021 Council Regular Meeting

Grass Valley Park Tennis Court Resurfacing

Presenter: Denis Ryan, Public Works Operations Supervisor

Time Estimate: 5 Minutes

Phone	Email
360.817.1563	dryan@cityofcamas.us

BACKGROUND: Constructed in 2002, the Grass Valley Park Tennis Courts are in need of resurfacing to prolong the life of the surface and eliminate potential risks to users.

SUMMARY: Staff has selected Hellis Construction of Mountlake Terrace, Washington through a cooperative purchasing agreement to complete this project. Work will include surface prep, resurfacing and new markings that will accommodate both Tennis and Pickleball. The total cost for this project is \$50,811.42, including tax.

EQUITY CONSIDERATIONS:

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

- To maximize the useful life of this facility by conducting proactive maintenance.

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

- A proactive approach will likely prevent costly major repairs and potential injuries to users.

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

- Communities have indicated in surveys that higher level of maintenance is desired for parks facilities. There has also been requests from citizens for additional pickle ball court locations.

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

- All parks users will benefit by improved surfacing. The addition of Pickleball courts will also offer an alternate location to users.

What are the strategies to mitigate any unintended consequences?

- N/A

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

- N/A

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

- N/A

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

- N/A

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

- This project will be managed directly by staff to ensure work is within scope.

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

- N/A

BUDGET IMPACT: This project was budgeted as part of the adopted 2021-2022 City operating budget.

RECOMMENDATION: Staff requests Council to authorize this project during the September 7, 2021 Regular Meeting.



PROPOSAL

August 5, 2021

Mr. Dennis Ryan, Public Works Operations Supervisor
City of Camas
1620 SE 8th Avenue
Camas, WA 98607
dryan@cityofcamas.us

Re: **Grass Valley Park –Resurfacing of two (2) tennis courts**

Dear Mr. Ryan:

Hellas Construction, Inc. is pleased to provide you with this proposal. Pricing is based on Hellas’ current cooperative contract entitled AEP/ KCDA Contract #020-A Athletic Surfaces. Through this contract, Hellas’ products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

General Conditions – Hellas will:

1. Provide project payment and performance bonds, insurance, supervision and mobilization.
2. Provide all necessary submittals.
3. Provide final punch-out and clean-up of the completed project.

Tennis Court Surfacing – Hellas will:

1. Clean off each court with a pressure washer and blower to remove all dirt and debris from the existing surface.
2. Patch asphalt. Repair low areas and fill cracks with Rhino Fill crack filler.
3. Apply one (2) coat of TPS 5000[®] Acrylic Surfacer at a rate of 0.7 gal/SY. Silica sand shall be mixed to achieve a medium to slow ball speed.
4. Apply two (2) coats of TPS 5000[®] Fortified Acrylic Color Coating.
5. Layout and paint 2” wide lines using Line Tape Sealer as a primer coat to ensure sharp edges. Paint shall be TPS 5000[®] White Line Paint and painted in accordance with USTA and ASBA specifications for Doubles Play.

BASE BID

Resurface (2) existing tennis courts	\$45,464.00
Striping for pickleball lines per court at \$450 each	\$900.00
<hr/> Sub Total	<hr/> \$46,364.00
Payment and Performance Bonds	\$510.00
Taxes (8.4% rate)	\$3,937.42
Total Base Bid:	<hr/>\$50,811.42



PROPOSAL

EXCLUSIONS (pricing does not include the following):

1. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
2. Any geotechnical services or testing of any kind.
3. Any stabilization operations of any kind.
4. Any cut/fill to match grade of existing courts.
5. Any landscaping or grassing of the immediate surrounding areas.
6. Any irrigation installation or repair.
7. Any Allowances or Contingencies.
8. Any electrical or lighting work outside the scope of this proposal.
9. Any concrete work outside the scope of this proposal.
10. Any fencing or fence repair outside the scope of this proposal.
11. Proposal includes standard crack repair. Cracks may reappear at any time, and Hellas makes no guarantee on cracks unless a crack repair system such as Riteway is used.

Thank you for the opportunity to submit our proposal. Please don't hesitate to contact me at 512-740-3105 or at billys@hellasconstruction.com with any questions.

Sincerely,

Billy Salas
Tennis Division Manager.

TO ISSUE A PURCHASE ORDER

Please issue PO to KCDA, 18639 80th Avenue S, Kent, WA 98032 and reference AEPA Contract 020A and submit to the following:

vbuckbee@kcda.org
rhawley@hellasconstruction.com

Thank you.

ORDINANCE NO. 21-009

AN ORDINANCE amending certain provisions of the
Camas Municipal Code Chapter relating to public meetings

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

Section I

Camas Municipal Code Section 2.04.030 – Meetings – Time – Advancement of the Camas Municipal Code is hereby repealed.

Section II

Camas Municipal Code Section 2.04.040 is hereby amended to provide as follows:

Camas Municipal Code 2.04.040 – Meetings – Place:

A. All meetings of the city council shall be held in the council chambers in the city hall of Camas, Washington, except as otherwise set forth herein.

B. Remote attendance shall be allowed via audio or video conferencing as may be allowed by law and subject to the conditions as set forth herein. There is no limit to the number of times a council member may attend a council meeting by remote attendance and no limit to the number of council members who may participate by remote attendance in a meeting. Remote attendance by any council member shall be considered an appearance towards a quorum. Remote attendance is for the benefit of the City of Camas and not for the benefit of an individual member or the membership as a whole.

C. Remote attendance shall be allowed when one or more of the following circumstances exists:

- a. Due to fire, flood, earthquake, or other local or state emergency and there is a pressing need for action by city council to address the emergency; or
- b. There has been a national, state, county or city proclamation issued; or
- c. There is a pressing need for action and a physically present quorum of council members is prevented but can be obtained through remote means.

D. To participate in remote attendance, the member(s) must be able to hear everything that is spoken by any member(s) or individual(s) who are participating in the meeting, either in person or by remote attendance, and all members and individual(s) attending the meeting in person or remotely must be able to hear everything spoken by the member(s).

E. Remote attendance by council members shall be announced by the mayor, or mayor pro tempore in the absence of the mayor, and will be reflected in the meeting minutes.

Section III

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

PASSED by the Council and APPROVED by the Mayor this 7th day of September, 2021.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney