



City Council Regular Meeting Agenda
Monday, August 05, 2024, 7:00 PM
Council Chambers, 616 NE 4th AVE

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

To observe the meeting (no public comment ability)

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

To participate in the meeting (able to public comment)

- go to <https://us06web.zoom.us/j/87048645195>

(public comments may be submitted to publiccomments@cityofcamas.us)

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

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

CONSENT AGENDA

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

1. [July 15, 2024 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [Stormwater Partners Interlocal Agreement](#)
(Submitted by Rob Charles, Utilities Manager)
4. [Main Street Pump Station Improvements 2024](#)
(Submitted by Rob Charles, Utilities Manager)
5. [Authorize Saw Shop Property - Fire Marshal Office Purchase and Authorize City Administrator to Sign Closing Documents](#)
(Submitted by Doug Quinn, City Administrator)
6. [2024 Surplus Equipment](#)
(Submitted by Will Noonan, Operations Manager)

7. [Pavement Preservation Slurry Seals with Blackline, Inc.
\(Submitted by Will Noonan, Operations Manager\)](#)
8. [\\$797,842.52 PBS Engineering and Environmental Inc. NW 38th Avenue Street
Improvements Phase 3 Supplemental Agreement No. 2
\(Submitted by James Carothers, Engineering Manager\)](#)
9. [Northwest 16th Avenue Pavement Repairs Reject All Bids
\(Submitted by James Carothers, Engineering Manager\)](#)
10. [\\$166,992.98 McDonald Excavation SR500 12in Waterline Relocation Bid Award
with up to 10% Change Order Authorization
\(Submitted by James E. Carothers, Engineering Manager\)](#)
11. \$405,169.96 for June 2024 Emergency Medical Services (EMS) Write-off Billings for \$156,077.28 in Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$249,092.68 for the COVID period of January – October 2021. (Submitted by Cathy Huber Nickerson, Finance Director)
12. [Professional Services Agreement with Keller Law, PLLC for Indigent Defense
Services
\(Submitted by Jennifer Gorsuch, Administrative Services Director\)](#)
13. [\\$32,835.00 Tyler Technologies Additional Licenses for Community Development
Suite
\(Submitted by Cathy Huber Nickerson, Finance Director\)](#)

NON-AGENDA ITEMS

14. Staff
15. Council

MAYOR

16. Mayor Announcements
17. [Citizen Appointment to the Parking Advisory Committee](#)

MEETING ITEMS

18. [Resolution No. 24-013 Approval of Parks Impact Fees Update dated July 2024
Presenter: Trang Lam, Parks & Recreation Director
Time Estimate: 5 minutes](#)

PUBLIC COMMENTS

CLOSE OF MEETING



City Council Workshop Minutes – Draft
Monday, July 1, 2024, 4:30 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

ROLL CALL

Present: Council Members Bonnie Carter, John Nohr, Jennifer Senescu, and John Svilarich

Remote: Council Members Tim Hein and Leslie Lewallen

Excused: Council Member Marilyn Boerke

Staff: Sydney Baker, James Carothers, Rob Charles, Carrie Davis, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Tina Jones, Trang Lam, Justin Monsrud, Alan Peters, Doug Quinn, Ron Schumacher, Brian Smith, Heidi Steffensen, Connie Urquhart, Steve Wall, and Allen Westersund

Press: Kelly Moyer, Camas-Washougal Post Record (joined at 4:33 p.m.)

PUBLIC COMMENTS

No one from the public wished to speak.

WORKSHOP TOPICS

1. Main Street Sewer Pump Station Improvements 2024
 Presenter: Rob Charles, Utilities Manager

This item will be placed on the August 5, 2024 City Council Regular Meeting Consent Agenda for Council's consideration.

2. Stormwater Partners Interlocal Agreement
 Presenter: Rob Charles, Utilities Manager

This item will be placed on the August 5, 2024 City Council Regular Meeting Consent Agenda for Council's consideration.

3. Northwest 38th Avenue Improvements Phase 3 Professional Services Agreement Amendment
 Presenter: James Carothers, Engineering Manager

This item will be placed on the August 5, 2024 City Council Regular Meeting Consent Agenda for Council's consideration.

4. Northwest Lake Road and Northwest Sierra Street Intersection Improvements Public Engagement
Presenter: James Carothers, Engineering Manager

This item was for Council's information only.

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

Quinn commented about the City purchasing property to the south of City Hall.

Wall commented about the treatment of Lacamas Lake, and about the Per- and polyfluoroalkyl substances (PFAS) open house last week with the Washington State Department of Ecology at Lacamas Lake Lodge.

Free gave an update on the number of emergency calls the fire department responded to on the Fourth of July.

COUNCIL COMMENTS AND REPORTS

Hein commented about citizen concerns regarding fireworks, and attended the PFAS open house. Hein thanked the Parks & Recreation staff for their efforts.

Lewallen commented about citizen concerns regarding fireworks and the opioid crisis.

Nohr attended Regional Fire Authority (RFA) meetings and two ribbon cutting ceremonies downtown.

Svilarich attended the Downtown Camas Association (DCA) First Friday, and PFAS open house and commented about fireworks.

Carter attended two ribbon cuttings and the PFAS open house.

Senescu attended the PFAS open house and commented about fireworks.

PUBLIC COMMENTS

No one from the public wished to speak.

CLOSE OF MEETING

The meeting closed at 6:25 p.m.



City Council Regular Meeting Minutes - Draft
Monday, July 1, 2024, 7:00 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Bonnie Carter, John Nohr, Jennifer Senescu, and John Svilarich

Remote: Council Members Tim Hein and Leslie Lewallen

Excused: Council Member Marilyn Boerke

Staff: Sydney Baker, James Carothers, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Tina Jones, Trang Lam, Doug Quinn, David Schultz, Heidi Steffensen, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record (joined at 7:05 p.m.)

PUBLIC COMMENTS

Randal Friedman, Camas, commented about the Georgia Pacific Mill.

CONSENT AGENDA

1. July 1, 2024 Camas City Council Regular and Workshop Meeting Minutes
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. \$279,744.00 Consultant Award to HDR, Inc., for Construction Services for Wastewater Treatment Plant Headworks and Primary Clarifier Recoating Project (Submitted by Rob Charles, Utilities Manager)
4. Northwest 14th Avenue Improvements from Northwest Ash Street to Northwest Couch Street Odyssey Contracting LLC Final Acceptance (Submitted by James Carothers, Engineering Manager)

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

NON-AGENDA ITEMS

5. Staff

There were no additional staff comments.

6. Council

There were no additional council comments.

MAYOR

7. Mayor Announcements

Mayor Hogan commented about his sister-city trip to Poland.

MEETING ITEMS

8. Resolution No. 24-011 Establishing Time Limits for Parking Spaces on Northeast Adams Street
Presenter: James Carothers, Engineering Manager

It was moved by Svilarich, and seconded, to adopt Resolution No. 24-011 Establishing Time Limits for Parking Spaces on Northeast Adams Street. The motion carried unanimously.

9. Resolution No. 24-012 Our Camas 2045 Draft Vision Statement
Presenter: Alan Peters, Community Development Director

It was moved by Carter, and seconded, to adopt Resolution No. 24-012 Our Camas 2045 Draft Vision Statement. The motion carried unanimously.

PUBLIC COMMENTS

Randal Friedman, Camas, commented about the Georgia Pacific Mill.

CLOSE OF MEETING

The meeting closed at 7:20 p.m.



Staff Report

July 15, 2024 Council Workshop Meeting

Stormwater Partners (Interlocal Agreement) ILA

Presenter: Rob Charles, Utilities Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7003	rcharles@cityofcamas.us

BACKGROUND: The City of Camas’ National Pollutant Discharge Elimination System Permit (NPDES) for stormwater requires that there is an Education and Enforcement program to build general awareness about methods to reduce stormwater runoff, and change behaviors to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts and create a stewardship opportunities that encourage community engagement in addressing the impacts from stormwater runoff.

SUMMARY: The County, and Cities within Clark County recognize that collaborating through Stormwater Partners to meet Education and Outreach requirements can result in more effective and consistent products that benefit from efficiencies of scale. The objective of Stormwater Partners is to support the County and Cities in meeting Education and Outreach requirements in the Phase I and Phase II NPDES Permits.



Figure 1: Curb inlet with Camas medallion



Fig. 2 Illegal Dumping to curb inlet

BENEFITS TO THE COMMUNITY: Continue to reinforce that dumping substances in the street or other areas where the dumped material could enter a catch basin can have an adverse affect on the receiving body of water.

BUDGET IMPACT: The total cost of the project is \$120,000 which will be shared between Clark County and five cities. Each jurisdiction shall pay \$20,000. Camas has sufficient stormwater funds to cover the \$20,000 expense.

RECOMMENDATION: Staff recommends that this item be placed on the August 5, 2024, Regular Council Consent Agenda for Council's consideration.

INTERLOCAL AGREEMENT
COLLABORATION OF STORMWATER PARTNERS OF SOUTHWEST
WASHINGTON
Between
CLARK COUNTY
And
THE CITY OF BATTLE GROUND
And
THE CITY OF CAMAS
And
THE CITY OF RIDGEFIELD
And
THE CITY OF VANCOUVER
And
THE CITY OF WASHOUGAL

THIS IS AN INTERLOCAL AGREEMENT (“Agreement”) between Clark County (“County”), a municipal corporation of the State of Washington, the City of Battle Ground (“Battle Ground”), the City of Camas (“Camas”), the City of Ridgefield (“Ridgefield”), the City of Vancouver (“Vancouver”) and the City of Washougal (“Washougal”), all of which are municipal corporations of the State of Washington. Battle Ground, Camas, Ridgefield, Vancouver, and Washougal are collectively referred to as “Cities”. All entities above may be collectively referred to as “Parties” and each individual entity may be referred to as a “Party”.

RECITALS

Clark County is a Permittee under the Phase I Municipal Stormwater Permit (the "Phase I Permit") issued by the Washington State Department of Ecology ("Ecology") pursuant to the National Pollutant Discharge Elimination System ("NPDES") permitting program established under the federal Clean Water Act, 33 U.S.C. § 1251 et seq. (the "CWA"), and Washington's Water Pollution Control Law, chapter 90.48 RCW (the "WPCL").

The Cities are, or may become, Permittees under the Phase II Western Washington Municipal Stormwater Permit (the "Phase II Permit") issued by Ecology pursuant to the NPDES permitting program established under the CWA and the WPCL. In this Agreement, the Phase I Permit and the Phase II Permit are together referred to as the "NPDES Permits".

The Phase I Permit (S5.C.11) and Phase II Permit (S5.C.2) allow for education and outreach program requirements ("E & O requirements") to be met as a member of a regional group. The Parties participate in a regional group, Stormwater Partners of Southwest Washington ("Stormwater Partners").

The Parties are required to implement an education and outreach program designed to build general awareness about methods to address and reduce stormwater runoff, effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts, and create stewardship opportunities that encourage community engagement in addressing the

impacts from stormwater runoff under the Phase I Permit (S5.C.11) and the Phase II Permit (S5.C.2). The Parties recognize that collaborating through Stormwater Partners to meet E & O requirements can result in more effective and consistent products that benefit from efficiencies of scale.

The objective of Stormwater Partners is to support the Parties in meeting E & O requirements in the Phase I Permit (S5.C.11) and the Phase II Permit (S5.C.2).

Pursuant to chapter 39.34, RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and obligations contained herein, including the attached Exhibits, which are incorporated herein by reference as though set forth in full at this point, the Parties agree as follows:

1. REQUIREMENTS OF INTERLOCAL COOPERATION ACT.

1.1. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1.2. The Parties agree that no separate legal or administrative entities are necessary to carry

out this Agreement.

1.3. Any real or personal property used or acquired by any Party in connection with the performance of this Agreement will remain the sole property of that Party, and no other Party shall have any interest therein.

1.4. Each Party to this Agreement shall designate an individual (an "Administrator"), which shall be designated by title or position, to oversee and administer that Party's participation in this Agreement. Each Party's initial Administrators is as follows:

County's Initial Administrator:

Devan Rostorfer, Clean Water Division
Manager
Clark County Public Works
1300 Franklin Street
Vancouver, WA 98660
devan.rostorfer@clark.wa.gov

Battle Ground's Initial Administrator:

Mark Herceg, PE
Battle Ground Public Works Director
109 SW 1st St, Suite 127
Battle Ground, WA 98604
mark.herceg@cityofbg.org

Camas' Initial Administrator:

Doug Quinn, City Administrator
City of Camas
616 NE 4th Ave
Camas, WA 98607
dquinn@cityofcamas.us

Ridgefield's Initial Administrator:

Chuck Green
Ridgefield Public Works Director
P.O. Box 608
Ridgefield, WA 98642
Chuck.green@ridgefieldwa.us

Vancouver's Initial Administrator:

Kris Olinger, P.E.
Surface Water Engineering Program
Manager
City of Vancouver
1500 SE Columbia Way
Vancouver, WA 98661
Kris.olinger@cityofvancouver.us

Washougal’s Initial Administrator:

Trevor Evers
Public Works Director
1701 C St
Washougal, WA 98671
trevor.evers@cityofwashougal.us

Any Party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other parties. The above-named Administrators are authorized to act on their respective party’s behalf regarding subsequent extensions or renewals of this Agreement.

2. PURPOSE. The purpose and intent of this Agreement is for the Parties to work together efficiently and effectively to meet E & O requirements of the Phase I Permit (S5.C.11) and Phase II Permit (S5.C.2) through Stormwater Partners of Southwest Washington. This Agreement provides a mechanism for the Parties to collaborate on projects and campaigns to help meet E & O requirements.

3. MUTUAL OBLIGATIONS.

3.1. Each Party shall designate at least one representative (“Representative”) from its jurisdiction to serve as a point of contact and participate in planning, coordination, and implementation of Workplan activities of Stormwater Partners.

3.2. The Parties’ Representatives to Stormwater Partners will share planning, coordination and implementation roles and responsibilities as equally as possible. Each

Representative may utilize other staff within their jurisdiction to support planning, coordination, and implementation of Workplan activities as needed. Responsibilities include, but are not limited to attending meetings, keeping meeting minutes, procuring materials and/or vendors to support Workplan activities, managing contracts to perform Workplan activities, participating in other coordination groups relevant to Workplan activities and sharing information about other statewide or regional opportunities relevant to E & O requirements.

3.3. Each Party’s Representatives to Stormwater Partners will be responsible for implementing Workplan activities within their jurisdiction. Parties may support implementation of Workplan activities in jurisdictions outside of their own if agreed to by those participating jurisdictions.

3.4. In order to ensure that the budgetary limitations set forth within this Agreement are not exceeded, prior to implementing any Workplan activities or incurring any shared expenses, each Party shall submit a spending request to the Lead Agency for approval. The spending request shall set forth the amount to be spent and shall describe in detail how the funds will be utilized. Parties shall not invoice any other Party for any cost or expense unless specifically approved in writing by the Lead Agency.

3.5. A Party incurring costs for website expenses and shared Workplan activities shall invoice other Parties for an equal amount representing each Party’s pro-rata (based upon the number of Parties to this Agreement) share of the costs. A copy of the Lead Agency

approval shall accompany all such invoices.

3.6. The Parties shall make payment on invoices that are submitted in accordance with the terms and conditions of this Agreement by the invoicing Party within thirty (30) days following receipt of said invoice.

4. REPORTING. By February 15, of each year this Agreement is in effect, the Representatives from the County and Cities will produce a report summarizing the Workplans activities accomplished during the previous year. The report shall also list, for each Party, the total amount of costs/expenses incurred by said Party for program activities, the total amount paid by said Party to other Parties pursuant to this Agreement, and the total amount received by said Party from other Parties pursuant to this Agreement.
5. WORKPLAN DEVELOPMENT. By August 30 of each year this Agreement is in effect, the Parties shall develop a Stormwater Partners workplan (Workplan, Exhibit A) for the following 12 months that outlines activities that support E & O requirements. The Workplan will consist of activities approved by a majority of the Representatives.
6. FUNDING. Total spending outlined in each annual Stormwater Partners Workplan shall not exceed \$120,000. Each Party's net spending under this Agreement (expenses incurred directly as a result of performing shared Workplan activities; plus direct payments paid by said Party to other Parties pursuant to this Agreement; minus direct payments paid to said Party by other Parties pursuant to this Agreement) shall be equivalent to that Party's pro-rata share (based

upon the number of Parties to this Agreement) of the annual Workplan budget, up to a maximum of \$20,000.

7. LEAD AGENCY OBLIGATIONS.

7.1. Designate a Representative from its jurisdiction to serve as a point of contact and participate in planning, coordination, and implementation of Workplan activities.

7.2. The County shall serve as the Lead Agency for Stormwater Partners. As such, duties of the Lead Agency include:

7.2.1. Setting monthly planning and coordination meetings at times and locations, taking into consideration the schedules of other and agreeable to all Representatives.

7.2.2. Hosting the Stormwater Partners website.

7.2.3. Maintaining planning and coordination documents, including the annual Workplan, in a central location agreed upon by Representatives.

7.2.4. Receive and, if consistent with the budget and the provisions of this Agreement, approve spending requests from each Party prior to that Party invoicing the other Parties. The Lead Agency will track the budget and provide updates at coordination meetings or upon request of any Party.

7.3. The County shall coordinate and implement Workplan activities within the unincorporated areas of Clark County.

8. **TERM.** The term of this Agreement shall commence upon execution of this Agreement by all parties hereto and extend until June 30, 2029 (the “Term”), unless extended pursuant to the terms and provisions hereof. The Parties may extend the Term of this Agreement one additional time for up to five years by unanimous written approval of the Administrators for all Parties remaining in the Agreement. Any extension or renewal of this Agreement shall be completed no later than 30 days before the expiration of the original Term.

9. **NO THIRD-PARTY BENEFICIARIES.** No liability shall attach to the Parties by reason of entering into this Agreement, except as expressly provided herein. This Agreement is executed for the benefit of the Parties and the public generally. This Agreement is not intended to, and shall not be construed as, creating any third-party beneficiary.

10. **HOLD HARMLESS/INDEMNIFICATION.** To the extent authorized by law, each Party shall indemnify, defend, and hold harmless each other Party hereto, and their respective elected and appointed officials, employees, officers, contractors and agents, from any and all claims, demands, suits at law or equity, actions, penalties, losses, costs, and damages (both to persons and/or property), if caused by the indemnifying Party’s violation of law or breach of any legal duty, provided, that if any such claim is caused by, or results from, the concurrent negligence of one or more Parties hereto, then this indemnity provision shall be valid and enforceable only to the extent of each Party’s respective allocation of negligence. The terms of this section shall survive the termination of this Agreement.

11. **NOTICE.** Any notices to be given under this Agreement shall at minimum be delivered,

postage prepaid and addressed to:

To the County:

CLARK COUNTY
PUBLIC WORKS
PO Box 9810
Vancouver, WA 98666-9810
Attention: Public Works Director

To Ridgefield:

CITY OF RIDGEFIELD
230 Pioneer St
Ridgefield, WA 98642
Attention: Public Works Director

To Battle Ground:

CITY OF BATTLE GROUND
109 SW 1st St, Suite 127
Battle Ground, WA 98604
Attention: Public Works Director

To Vancouver:

CITY OF VANCOUVER
PO Box 1995
Vancouver, WA 98668
Attention: Public Works Director

To Camas:

CITY OF CAMAS
616 NE 4th Ave
Camas, WA 98607
Attention: Public Works Director

To Washougal:

CITY OF WASHOUGAL
1701 C St
Washougal, WA 98671
Attention: Public Works Director

The name and address to which notices shall be directed may be changed by any Party by giving all of the other Parties prior written notice of such change.

12. WAIVER. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition nor of any subsequent breach.

13. MODIFICATIONS. Except as otherwise provided herein, any modification to this Agreement must be in writing and signed by each other Party to this Agreement. Pursuant to

section 1.4 above, each Party’s Administrator is authorized to act on their respective Party’s behalf regarding extensions or renewals of this Agreement.

14. TERMINATION. Any Party may terminate its participation in this Agreement by providing to the other Parties notice of proposed termination at least 90 (ninety) days prior to the proposed date of termination. Written notice is effective three days post presentation, through personal delivery, mail notice, or email notice.

15. ENTIRE AGREEMENT. This Agreement contains all agreements of the Parties with respect to the subject matter covered herein, and no prior Agreements shall be effective to the contrary.

16. AUDIT AND RECORDS. During the term of this Agreement and for a period of not less than five (5) years thereafter, all Parties shall maintain the records and accounts pertaining to the subject matter of this Agreement and shall make them available during normal business hours and as often as necessary for inspection and audit by the parties, the State of Washington, and/or federal government, and copies of all records, accounts, documents or other data pertaining to the subject matter of this Agreement shall be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even if such litigation, claim or audit continues past the five-year retention period.

17. DOCUMENT EXECUTION AND FILING. The Parties agree this Agreement shall be

executed using electronic signatures. Upon execution, each Party shall retain a fully executed Agreement. Each Party shall cause a copy of this Agreement to be posted on its websites pursuant to RCW 39.34.040. This fully executed Agreement shall be distributed to the designated agents of the Parties, named as follows:

Director of Public Works
CLARK COUNTY
PO Box 9810
Vancouver, WA 98666-9810

Ridgefield Public Works Director
CITY OF RIDGEFIELD
230 Pioneer St
Ridgefield, WA 98642

Battle Ground Public Works Director
CITY OF BATTLE GROUND
109 SW 1st St, Suite 127
Battle Ground, WA 98604

Vancouver Public Works Director
CITY OF VANCOUVER
PO Box 1995
Vancouver, WA 98668

Public Works Director
CITY OF CAMAS
616 NE 4th Ave
Camas, WA 98607

Washougal Public Works Director
CITY OF WASHOUGAL
1701 C St
Washougal, WA 98671

18. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such holding shall not affect the validity of any other part of this Agreement.

19. ASSIGNMENT/SUBCONTRACTING. No Party shall transfer or assign, in whole or in part, its respective rights or obligations under this Agreement without the prior written consent of each other Party. Consent for assignment or transfer shall not be unreasonably withheld.

20. INDEPENDENT CAPACITY. Employees or agents of a Party engaged in the performance of projects under this Agreement shall continue to be employees or agents of that Party and shall not be considered employees or agents of any other Party to this Agreement.

21. CHOICE OF LAW. This Agreement shall be interpreted in accordance with the laws of the State of Washington.

22. DISPUTES. Each Party’s Administrator, or their designee, shall attempt in good faith to resolve all disputes regarding the terms of this Agreement. In the event the dispute is not resolved by the Parties through negotiation, a lawsuit seeking to enforce this Agreement shall be filed in the Superior Court of the State of Washington in and for Clark County. Each Party shall bear their own legal fees, costs, and expenses related to enforcing any legal rights and responsibilities under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers This Agreement shall be effective on the date last signed below.

CLARK COUNTY

CITY OF BATTLE GROUND,
A municipal corporation

By: _____
Kathleen Otto, County Manager

By: _____
Kris Swanson, Interim City Manager

Dated: _____

Dated: _____

Approved as to form only:

ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Kevin A. McDowell,
Deputy Prosecuting Attorney

Attest:

By: _____
Rebecca Messinger, Clerk to the Council

CITY OF VANCOUVER,
A municipal corporation

By: _____
Eric J. Holmes, City Manager

Dated: _____

Approved as to form only:

By: _____
Jonathan Young, City Attorney

Attest:

By: _____
Natasha Ramras, City Clerk

Approved as to form only:

By: _____
Ken Harper, City Attorney

Attest:

By: _____
Elizabeth Halili, City Clerk

CITY OF CAMAS,
A municipal corporation

By: _____
Doug Quinn, City Manager

Dated: _____

Approved as to form only:

By: _____
Shawn MacPherson, City Attorney

Attest:

By: _____
Syndey Baker, City Clerk

CITY OF WASHOUGAL,
A municipal corporation

CITY OF RIDGEFIELD,
A municipal corporation

By: _____
David Scott, City Manager

By: _____
Steve Stuart City Manager

Dated: _____

Dated: _____

Approved as to form only:

Approved as to form only:

By: _____
Robert Zeinemann, City Attorney

By: _____
Janean Parker, City Attorney

Attest:

Attest:

By: _____
Daniel Layer, City Clerk

By: _____
Julie Ferriss, City Clerk

Exhibit A

Stormwater Partners of SW Washington 2024-2025 Work Plan



Background

Stormwater Partners of SW Washington was originally formed in 2009 to provide neighborhoods and businesses technical assistance and guidance on private stormwater facility maintenance and behaviors to protect stream health. Clark County received funding from the Department of Ecology GRSS grants and collaborated with the cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver and Washougal. Grant products included workshops, printed and digital resources, videos and signage. The partnership slowed in the years following the last grant in 2013.

Recognizing the benefits of consistent messaging and regional collaboration, Clark County rekindled Stormwater Partners of SW Washington in 2017. The county led three grant projects from 2017 to 2021 to pilot the Don't Drip and Drive campaign, replace aging watershed signs and develop an interactive storymap, and build off previous Stormwater Partners work to develop a suite of multimedia resources that support private stormwater facility maintenance work. The county also revamped the website to include pollution prevention resources for residents and businesses, activities for educators, materials for contractors and engineers, and private stormwater facility maintenance resources.

Resources and activities developed through Stormwater Partners help Clark County and partner cities meet education and outreach requirements of the Western Washington Municipal Stormwater Permit (NPDES Permit). They also serve the community by providing high quality, consistent guidance and messaging.

Purpose

This workplan describes priority audiences and potential subject areas for Stormwater Partners under the Interlocal Agreement (ILA). The subject areas will reflect the education and outreach requirements found in the NPDES Permit (Phase I permit section S5.C.11 and Phase II permit section S5.C.2). Specific activities and deliverables under each section will be updated annually by August 1 based on partner consensus. Additionally, this workplan includes reporting tasks to support partners annual reporting requirements to Ecology and research when necessary for supporting other activities.

The workplan will fulfill two main priorities: 1) supporting each partner in meeting the NPDES Permit education and outreach requirements and 2) creating high quality and consistent resources, messaging and programming for Clark County audiences.

1. General public, including overburdened communities

General awareness subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces
- Hazards associated with illicit discharges and improper disposal of waste

- LID principles and BMPs

Behavior change subject areas:

- Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps, and other hazardous materials
- Prevention of illicit discharges
- Yard care techniques protective of water quality
- Use and storage of pesticides and fertilizers and other household chemicals
- Carpet cleaning
- Repair and maintenance BMPs for vehicles, equipment, and/or home buildings
- Pet waste management and disposal
- LID principles and LID BMPs
- Stormwater facility maintenance, including LID facilities
- Litter and debris prevention
- Other locally important stormwater-related subject areas

Activities may include delivering programs and communicating programs in a variety of mediums such as social media, digital content, websites, in-person and mass media.

2. School age children and college/university or trade students

General awareness subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces
- Hazards associated with illicit discharges and improper disposal of waste
- LID principles and BMPs

Behavior change subject areas:

- Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps, and other hazardous materials
- Prevention of illicit discharges
- Yard care techniques protective of water quality
- Use and storage of pesticides and fertilizers and other household chemicals
- Carpet cleaning
- Repair and maintenance BMPs for vehicles, equipment, and/or home buildings
- Pet waste management and disposal
- LID principles and LID BMPs
- Stormwater facility maintenance, including LID facilities
- Litter and debris prevention
- Other locally important stormwater-related subject areas

Activities may include delivering programs and communicating programs in a variety of mediums such as social media, digital content, websites, in-person and mass media.

3. Businesses, including home-based and mobile businesses

General awareness subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces
- Hazards associated with illicit discharges and improper disposal of waste
- LID principles and BMPs

Behavior change subject areas (including property managers/owners):

- Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps, and other hazardous materials
- Prevention of illicit discharges
- Yard care techniques protective of water quality
- Use and storage of pesticides and fertilizers and other household chemicals
- Carpet cleaning
- Repair and maintenance BMPs for vehicles, equipment, and/or home buildings
- Pet waste management and disposal
- LID principles and LID BMPs
- Stormwater facility maintenance, including LID facilities
- Dumpster and trash compactor maintenance
- Litter and debris prevention
- Other locally important stormwater-related subject areas

Activities may include delivering programs and communicating programs in a variety of mediums such as social media, digital content, websites, in-person and mass media.

4. Engineers, contractors, developers, property owners/managers, and land use planners

General awareness subject areas:

- Technical standards for stormwater site and erosion control plans
- LID principles and LID BMPs
- Stormwater treatment and flow control BMPs/facilities
- Source control BMPs for building materials to reduce pollution to stormwater, including but not limited to stormwater pollution from PCB-containing materials

Activities may include delivering programs and communicating programs in a variety of mediums such as social media, digital content, websites, in-person and mass media.

5. Stewardship opportunities

Stormwater Partners may collaborate to partner or promote (or both) stewardship opportunities to encourage residents or businesses to participate in activities or events planned and organized within the community, such as: stream teams, storm drain marking, volunteer monitoring and riparian plantings. Permittees may partner or promote (or both) stewardship opportunities created or organized by existing organizations (including non-permittees). Partners will implement stewardship opportunities in their own jurisdictions.

6. Research

When necessary, Stormwater Partners may conduct research to understand audiences and community needs. Research may consist of surveys, focus groups or digital analytics.

7. Reporting

Stormwater Partners will produce a report summarizing accomplishments of this workplan each year by February 15.



Staff Report

July 15, 2024 Council Workshop Meeting

Main Street Pump Station Improvements 2024

Presenter: Rob Charles, Utilities Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7003	rcharles@cityofcamas.us

BACKGROUND: Main Street Sewer Pump Station is the largest pump station in the city and collects sewage from over 80% of the city. It is over 20 years old and is need of new electrical equipment, control panels, variable frequency drives for the pumps, and safer hatch access to the pumps in the lower level. There is also no way for the city to measure flow from the lift station out of pump station, so a flow meter will be incorporated into the upgrades. The generator’s Automatic Transfer Switch (ATS) for the generator is older and in need of replacement. Lastly, there are upgrades to HVAC equipment to allow staff to be safely in the building and limit any hydrogen sulfide exposure.

SUMMARY: Wallis Engineering, who is part of on-call for sewer services thru a Request for Qualifications process, will be designing plans and putting specifications together to upgrade or replace all the aforementioned components.



Figure 1: Control Panel



Fig 2: Variable Frequency Drive Panel



Fig 3: Electrical Panel



Fig 4: Substandard Hatch for Pump Access



Fig.5: Front of Pump Station



Fig 6: Site Location

BENEFITS TO THE COMMUNITY: The wet well (storage area for sewage) is not very large at this location due to property limitations and has overflowed to Georgia Pacific property in the past due to generator or other equipment failures.

BUDGET IMPACT: The proposed design work is \$125,892.73 and there is sufficient funds in sewer to cover these costs.

RECOMMENDATION: Staff recommends that this item be placed on the August 5th, 2024 Council Regular Meeting Consent Agenda for Council’s consideration.

PROJECT BACKGROUND

The Main Pump Station is a wetwell/drywell pump station that receives a significant portion of the City’s wastewater flows and conveys flow directly to the wastewater treatment plant. This pump station was last upgraded in 2012 with a larger wetwell and other minor improvements. However, the City has noted a number of deficiencies that they would like to improve:

- The electrical equipment is aging, and new control panels and VFDs are needed.
- The hatches for wetwell and drywell access lack safety grates.
- The existing wetwell level sensor is a pressure transducer, and the City desires a radar level sensor.
- The wetwell concrete may exhibit some corrosion.
- Previous sewer plans noted that the pump station may not have sufficient capacity for future flows. Existing capacity should be confirmed.

The City has retained Wallis Engineering (Wallis) to provide engineering services to evaluate the existing pump station deficiencies, provide recommendations for improvements, and design the selected proposed improvements. This project is divided into two phases:

- Phase I – Preliminary Design (Completed)
- Phase II – Final Design

This scope of work is for Phase II, which is anticipated to be complete by June 30, 2025.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until June 30, 2025.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

<i>Consultant</i>	<i>Responsibilities</i>
Wallis Engineering (Wallis)	Civil Engineering
Ecological Land Services (ELS)	Environmental Permitting
Industrial Systems (IS)	Electrical Engineering
Windsor Engineers (Windsor)	Mechanical Engineering (HVAC)

SPECIFIC SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION (SUPPLEMENTED)

Objective: Provide full project management, administration, and coordination between all team members, City staff, regulatory authorities, and key stakeholders. This task includes technical and financial

management of the project, and leading meetings and design workshops as necessary. Key tasks will be to organize and conduct all meetings, develop and track project schedule proactively to address critical path elements and ensure on-time delivery, and communicate to City staff of project progress.

Task 1.1 Project Management and Coordination (Supplemented)

Wallis will provide project management, schedule, coordination, and direction to the City staff and design team to track project progress and adjust as necessary. The goals, objectives and potential impacts of the project will be confirmed by the City's project manager. Project management and coordination will include the following:

- Comprehensive project management to ensure the scope, schedule and budget are met. Provide a primary point of contact for the City while coordinating with the project team.
- Schedule and participate in bimonthly or as-needed coordination conference calls with the City Project Manager and other staff at their request.
- Monthly progress summaries will be submitted with invoices and will include task level budget status and brief summary of work completed within the invoice period. Billings will include staff, title, hourly rate, and hours charged to the project.

Task 1 Assumptions:

- Project management is anticipated to span a 12-month period for the duration of Phase II – Final Design.
- All meetings with City staff will be held at the City's offices or other venue of the City's choice.
- Wallis will hold bimonthly project coordination conference calls or virtual meetings with the City as necessary.

Task 1 Deliverables:

- Project scope and fee.
- Project Schedule and updates, as needed.
- Monthly progress billings on a time and materials basis per task.

TASK 3 FINAL DESIGN (NEW)

Objective: Advance the pump station design to the final completion level.

Task 3.1 60% Design

The design team will prepare and submit 60% plans, specifications, and estimate (PS&E) for City review. Comments from the Final Design Report will be reviewed and incorporated into 60% PS&E. Design will include the following work:

- Civil and process design:
 - Site layout of new bypass piping exterior to the building
 - Mechanical design of flow meter piping inside the drywell
 - Mechanical design of air release valve
 - New safety grating on all existing hatches, and new aluminum hinged floor doors to replace existing steel hatches.
 - New epoxy coating of existing wetwell
- Electrical design:
 - New control panel, to match City's current standards

- New active front end VFDs to replace existing VFDs
- ATS replacement in the existing switchgear
- Replace existing pressure transducer with radar-type level sensor
- New flow meter
- Ventilation monitoring and alarming per NFPA 820
- Replace general purpose receptacles in the building
- HVAC design:
 - IMC and NFPA 820 code review
 - Ventilation and cooling calculations
 - Equipment selection
 - Ducting design

Task 3.2 90% Design

The design team will prepare and submit 90% plans, specifications, and estimate (PS&E) for City review. Comments from the 60% design submittal will be reviewed and incorporated into 90% PS&E.

Task 3.3 Final Design

The design team will prepare and submit final plans, specifications, and estimate for City review. The PS&E will be further refined and comments from the 90% design submittal will be reviewed and incorporated into the final PS&E.

Task 3 Assumptions:

- A total of 2 review meetings will be held with the City following the 60% and 90% submittals.
- One additional site visit will be made by Wallis, IS, and Windsor
- Design will be limited to the improvements recommended in the Preliminary Design Report and summarized in Task 3.1.
- Technical specifications will be in CSI format. City will provide front end documents.
- Disturbed and excavated areas will be below the threshold for a grading permit and stormwater management requirements..

Task 3 Deliverables:

- 60%, 90% and final plans, specifications and estimate in PDF format.
- Meeting agendas and notes from design review meeting

TASK 4 ENVIRONMENTAL PERMITTING (NEW)

Objective: Obtain all required environmental permits for the project.

Task 4.1 Critical Area Delineation and Report

ELS will research pertinent site information, conduct a site visit to delineate critical areas within and adjacent to project area, and prepare a report of findings and figure set following City of Camas code.

Task 4.2 Buffer Mitigation Plan (if required)

Based on the results of the critical areas delineation and report, ELS will determine whether the proposed work will have buffer impacts. If buffer impacts are unavoidable, ELS will prepare a buffer mitigation plan and figures.

Task 4.3 Shorelines Permit Narrative

Based on the results of the critical areas delineation and report, ELS will determine whether the proposed work will require a shorelines permit. If a shorelines permit is required, ELS will prepare a narrative for a shorelines permit following the local Shoreline Management Plan.

Task 4 Assumptions:

- This scope of work does not include land use permitting services, which would also be required if a shorelines permit is required.

Task 4 Deliverables:

- Critical Areas Report
- Buffer Mitigation Plan (if required)
- Shorelines permit narrative (if required)

TASK 5 CONSTRUCTION PHASE SERVICES (NEW)

Objective: To provide support during bidding and construction.

Task 5.1 Bidding Services

Wallis will provide bidding phase services to the City. We will respond to bidder's questions, prepare addenda is needed, and make a Recommendation of Award.

Task 5.2 Construction Engineering Services

Wallis will review specific submittals for their conformity to the Contract Documents. Wallis will respond to contractor RFI's as necessary and make site visits during construction.

Task 5 Assumptions:

- The City will manage bidding and construction, with support from Wallis.
- Wallis will not attend the bid opening.
- Wallis will attend the preconstruction meeting; the City will lead the meeting.
- Four site visits during construction, including a final site visit to establish all minor corrective work required prior to issuing Final Completion.

Task 5 Deliverables:

- Up to three addenda
- Recommendation of award letter
- Submittal review comments
- Submittal log
- RFI responses
- RFI log

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Fee Estimate
 City of Camas | Main P.S. Improvements
 May 2024 | WE# CAMAS22WW.02

		EM3	PE6	PE4	SE3	T4	A6	A3	Wallis Labor	Expenses	Subconsultants			Total Cost
											Ind. Sys.	Windsor	ELS	
		\$207.02	\$167.09	\$156.58	\$119.80	\$132.41	\$121.90	\$87.22						
Task 1	Project Management and Administration													
1.1	Project Management and Coordination	8	40	8			8	7	\$ 11,178.14	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 15,678.14
	TASK 1 SUBTOTAL	8	40	8	0	0	8	7	\$ 11,178.14	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 15,678.14
Task 3	Final Design													
3.1	60% Design		16		40	8	8		\$ 9,729.00	\$ -	\$ 9,300.00	\$ 4,000.00	\$ -	\$ 23,029.00
3.2	90% Design		16		32	6	6		\$ 10,094.62	\$ -	\$ 8,300.00	\$ 4,000.00	\$ -	\$ 22,394.62
3.3	Final Design		8		24	4	4		\$ 5,229.16	\$ -	\$ 7,210.00	\$ 4,000.00	\$ -	\$ 16,439.16
	TASK 2 SUBTOTAL	0	40	0	96	18	18	0	\$ 25,052.78	\$ -	\$ 24,810.00	\$ 12,000.00	\$ -	\$ 61,862.78
Task 4	Environmental Permitting													
4.1	Critical Area Delineation and Report		1		2	1			\$ 539.10	\$ -			\$ 9,500.00	\$ 10,039.10
4.2	Buffer Mitigation Plan		1		2	1			\$ 539.10	\$ -	\$ -	\$ -	\$ 6,500.00	\$ 7,039.10
4.3	Shorelines Permit Documents		2		4	1			\$ 945.79	\$ -	\$ -	\$ -	\$ 8,500.00	\$ 9,445.79
	TASK 3 SUBTOTAL	0	4	0	8	3	0	0	\$ 2,023.99	\$ -	\$ -	\$ -	\$ 24,500.00	\$ 26,523.99
Task 5	Construction Phase Services													
5.1	Bidding Services		4		8		4		\$ 2,114.36	\$ -	\$ 1,100.00	\$ 1,000.00	\$ -	\$ 4,214.36
5.2	Construction Engineering Services		16		24	2			\$ 5,813.46	\$ -	\$ 9,800.00	\$ 2,000.00	\$ -	\$ 17,613.46
	TASK 4 SUBTOTAL	0	20	0	32	2	4	0	\$ 7,927.82	\$ -	\$ 10,900.00	\$ 3,000.00	\$ -	\$ 21,827.82
	Project Subtotal	8	104	8	136	23	30	7	\$ 46,182.73	\$ -	\$ 35,710.00	\$ 15,000.00	\$ 29,000.00	\$ 125,892.73

FEE SUMMARY	
Wallis Labor	\$ 46,182.73
Wallis Expenses <i>(M) = Mileage at current IRS Rate</i>	\$ -
Subconsultants	
Ind. Sys.	\$ 35,710.00
Windsor	\$ 15,000.00
ELS	\$ 29,000.00
TOTAL BUDGET	\$ 125,892.73

RATE SCHEDULE

Rate Schedule good through December 31, 2024

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$168.14	\$168.14
Senior Engineer	\$223.83	\$223.83
Engineering Manager I - VI	\$195.46	\$222.78
Project Engineer I - IX	\$129.26	\$188.10
Staff Engineer I - IV	\$108.24	\$122.95
Engineering Intern I - III	\$68.31	\$78.82
Designer	\$136.61	\$156.58
Construction Manager	\$147.12	\$147.12
Inspector I-III	\$105.09	\$124.00
Technician I-IV	\$84.07	\$132.41
Administrative I – VI	\$52.55	\$121.90

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.



Staff Report

August 5, 2024 – Regular Council Meeting

Property Purchase – 306 NE Everett St.
Presenter: Doug Quinn, City Administrator
Time Estimate: 10

Phone	Email
360.834.6864	DQuinn@cityofcamas.us

BACKGROUND: Property Acquisition; this property currently houses the Camas Saw Shop and is partially leased by the City to house the Fire Marshals office. The property has long been identified as desirable for future expansion and use by the City as a municipal asset. No expansion or conversion plans have been prepared for the site but its proximity to the existing City Hall and future fire department building align it well for that purpose.

The City has attempted to purchase this building in the past without success. It was recently relisted for sale by Calceus, LLC, in May 2024. The city conducted an appraisal of the building, using the services of CBRE Valuation & Advisory Services. Based upon that appraisal and working with the city’s attorney, the City has successfully reached an agreement for purchase, after completing our due diligence inspection. This purchase was discussed with Council in executive session on June 3, 2024.

BENEFITS TO THE COMMUNITY

The acquisition of this property completes a longstanding plan to provide expansion or replacement options within the City’s municipal campus. The listing of the property presented an opportunity for acquisition. Citizens' access to city services, including Fire/EMS, Building and Permitting, Engineering, Planning, and Finance, is essential and currently constrained by the existing layout. The business of the city is conducted within the current City Hall building, along with the library, two leased spaces (Court Bldg. & IT space), and an additional building owned by Camas, known as the old BOA building, which is scheduled for repurposing as a fire station.

This acquisition reinforces the City’s ability to grow while remaining in the downtown core area. The strategic location of City Hall in the heart of downtown underscores the City's commitment to maintaining a vibrant and accessible civic center. The colocation of services within a centralized municipal campus enhances operational efficiency and provides a convenient, one-stop destination for residents accessing various city services.

Historically, the City has worked diligently to consolidate this block into city ownership, aiming to create a cohesive and integrated municipal complex. This effort reflects a vision of streamlined service delivery and improved public access, ensuring that essential services are readily available to the community. Currently, the municipal court and Information Technology (IT) groups are housed off-site, but the acquisition supports the long-term goal of bringing all city services together in a unified downtown location. The proximity of the Library and City Hall lays the groundwork for an efficient and user-friendly municipal campus, ready to serve the community effectively for decades to come.

POTENTIAL CHALLENGES: The Fire Marshal's Office has maintained a lease for several years in the existing building on the property being purchased. This building is aged and requires substantial repairs to meet minimal standards for staff and citizen access. For example, the HVAC system is currently inoperable, forcing the City to install an alternative, temporary cooling system to allow occupancy of the building. If approved by voters, the Fire Marshal's Office will be relocated to the new Station #41.

A Phase II environmental assessment was conducted, revealing the presence of abandoned underground fuel storage tanks, but found no evidence of leakage. Both tanks are sand-filled. Building systems, including HVAC, roofing, access controls, and site drainage, are dated, in need of repair, or inoperable. Due to these concerns, the value of this acquisitions lies with location more so than the structural improvements.

BUDGET IMPACT: The Real Estate Excise Tax (REET) Fund will source the purchase by accessing existing fund balance. Due to the nature of this matter, it was not anticipated in the prior budget although capacity to make this purchase exists within the designated fund. The REET fund is uniquely designed for growth related capital projects.

RECOMMENDATION: Staff requests a motion to approve the purchase of the property located at 306 NE Everett & 605 NE 3rd Ave. Camas WA, and authorize the City Administrator Doug Quinn, to sign the closing documents and Purchase agreement in the amount of \$1,412,500 plus closing costs.

Subject Photographs



Figure 1: Aerial Photo of 306 NE Everett St, Camas

Marcus & Millichap

PURCHASE AGREEMENT

THIS DOCUMENT IS MORE THAN A RECEIPT FOR MONEY.
IT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY.

Marcus & Millichap Real Estate Investment Services of Seattle ("Agent"), as agent for Calceus LLC ("Seller"), has received from City of Camas. ("Buyer") the sum of ten thousand dollars (\$10,000) in the form of check or wire transfer. This sum is a deposit ("Deposit") to be applied to the purchase price of that certain real property (referred to as the "Property") located in the City of Camas, County of Clark, State of Washington, and more particularly described as follows:

306 NE Everett St & 605 NE 3rd Ave
Camas, WA 98607
APN: 078140-000 & 078150-000

TERMS AND CONDITIONS

Seller agrees to sell the Property, and Buyer agrees to purchase the Property, on the following terms and conditions:

- 1) **PURCHASE PRICE:** The purchase price for the Property is One Million Four Hundred Twenty Thousand dollars (\$1,420,000). Buyer's Deposit shall be delivered to Agent upon Seller's execution of this Purchase Agreement (the "Agreement"). Agent shall deliver and deposit same in escrow as provided in Paragraph 3 below. The balance of the purchase price shall be payable at close of escrow pursuant to the terms stated below.
- 2) **INTENTIONALLY DELETED.**
- 3) **ESCROW:** Within three (3) calendar days after the Effective Date (as defined in Paragraph 37 below) Buyer shall open escrow with Fidelity National Title - Tamara Barrett (the "Escrow Holder") by the simultaneous deposit of a copy of this Agreement and Buyer's Deposit with the Escrow Holder. Seller and Buyer agree to prepare and execute such escrow instructions as may be necessary and appropriate to close the transaction. Should said instructions fail to be executed as required, Escrow Holder shall and is hereby directed to close escrow pursuant to the terms and conditions of this Agreement. Close of escrow (or the "Closing Date", which shall mean the date on which the deed transferring title is recorded) shall occur on or before seventy-five calendar days after mutual execution of this Agreement. Escrow fee and Owner's Title Insurance shall be paid by Buyer. All other closing costs shall be paid in accordance with the custom in the county in which the Property is located.
- 4) **PRORATIONS:** Real property taxes, premiums on insurance acceptable to Buyer, interest on any debt being assumed or taken subject to by Buyer, and any other expenses of the Property shall be prorated as of the Closing Date. Security deposits, advance rentals, and the amount of any future lease credits shall be credited to Buyer. The amount of any bond or assessment which is a lien and not customarily paid with real property taxes shall be (select one "X") X paid assumed by Seller.
- 5) **TITLE:** Within ten (10) calendar days after the Effective Date of this Agreement, Seller shall procure and cause to be delivered to Buyer a preliminary title report issued by Fidelity National Title (the "Title Company") on the Property. Within ten (10) calendar days following receipt thereof, Buyer shall either approve in writing the exceptions contained in said title report or specify in writing any exceptions to which Buyer reasonably objects. If Buyer objects to any exceptions, Seller shall, within five (5) calendar days after receipt of Buyer's objections, deliver to Buyer written notice that either (i) Seller will, at Seller's expense, attempt to remove the exception(s) to which Buyer has objected before the Closing Date or (ii) Seller is unwilling or unable to eliminate said exception(s). If Seller fails to so notify Buyer or is unwilling or unable to remove any such exception by the Closing Date, Buyer may elect to terminate this Agreement and receive back the entire Deposit, in which event Buyer and Seller shall have no further obligations under this Agreement; or, alternatively, Buyer may elect to purchase the Property subject to such exception(s).

Seller shall convey by warranty deed to Buyer (or to such other person or entity as Buyer may specify) marketable fee title subject only to the exceptions approved by Buyer in accordance with this Agreement. Title shall be insured by a standard owner's policy of title insurance issued by the Title Company in the amount of the purchase price with premium paid by Seller.

6) **NO FINANCING CONTINGENCY — ALL CASH**

7) **PEST CONTROL CONTINGENCIES:**

- 7.1) **NO PEST CONTROL CONTINGENCY - "AS IS":** Buyer has conducted Buyer's own investigation with regard to possible infestation and/or infection by wood-destroying pests or organisms and agrees to purchase the Property in its present condition. Buyer acknowledges that Buyer is not relying upon any representations or warranties made by Seller or Agent regarding the presence or absence of such infestation or infection.

8) INSPECTION CONTINGENCIES:

- 8.1) **BOOKS AND RECORDS:** Seller agrees to provide Buyer with items listed below a-h within five (5) calendar days following the Effective Date:
- a. All rental agreements, leases, service contracts, a summary of insurance policies, latest tax bill(s) and other written agreements or notices which affect the Property.
 - b. The operating statements of the Property for the thirty-six (36) calendar months immediately preceding the Effective Date hereof.
 - c. For **commercial properties**, copies of whatever documents the Seller may have regarding the financial condition, business prospects or prospective continued occupancy of any tenant (including but not limited to financial statements, credit reports, etc.).
 - d. A summary of all notes and security instruments affecting the Property.
 - e. A complete and current rent roll, including a schedule of all tenant deposits and fees.
 - f. A written inventory of all items of Personal Property to be conveyed to Buyer at close of escrow.
 - g. List of property improvements completed by the current owner.
 - h. The following items, if readily available to Seller: survey, any environmental reports, any appraisals, any building plans and specifications, including seismic, fire/life safety, and ADA compliant work completed at the building, copies of structural engineering reports, certified "as built" plans, inspection reports, such as roof, mechanical, electrical, plumbing, elevator, and fire/life/safety systems.

Buyer shall acknowledge receipt of these items in writing. Buyer shall have thirty (30) calendar days following the Effective Date to review and approve in writing each of these items. If Buyer fails to approve these items within the specified time, this Agreement shall be rendered null and void, Buyer's entire deposit shall be returned, and Buyer and Seller shall have no further obligations hereunder.

Nothing in this subsection shall require Seller to perform tests or inspections or to purchase, prepare or obtain reports, documents or statements which are not in existence, or which have not already been prepared by the Seller or are in the Seller's possession. Buyer shall acknowledge receipt of these items in writing.

- 8.2) **PHYSICAL INSPECTION:** Buyer shall have thirty (30) calendar days following the Effective Date to inspect the physical condition of the Property, including, but not limited to the soil conditions and the presence or absence of lead-based paint and other hazardous materials on or about the Property, and to notify the Seller in writing that Buyer approves same. If Buyer fails to approve the physical condition of the Property within the specified time, this Agreement shall be null and void, Buyer's entire deposit shall be returned, and Buyer and Seller shall have no further obligations hereunder.

9) INTENTIONALLY DELETED.

10) **DEPOSIT TRANSFER:** Buyer’s Deposit shall remain in trust, if held by Agent, or in escrow if previously deposited in escrow, until removal of the inspection contingencies set forth in paragraph(s) 5, 8.1, 8.2 & 39.1 hereof. Upon removal of said contingencies, Buyer’s Deposit shall be delivered to escrow by Agent (if same has been held in trust by Agent); a warranty deed duly executed by Seller, sufficient to convey title to Buyer, shall be delivered to escrow by Seller; and Buyer and Seller shall execute escrow instructions directing the Escrow Holder to release immediately from escrow and deliver to Seller Buyer’s entire Deposit (including increases, if any). Seller shall hold Buyer’s Deposit subject to the remaining terms and conditions of this Agreement. Buyer acknowledges and agrees that, in the event Buyer defaults on this Agreement after removal of contingencies, Buyer’s Deposit is non-refundable and is forfeited to Seller. If the Property is made unmarketable by Seller or Seller defaults on this Agreement, the Deposit must immediately be returned to Buyer and the deed shall be returned to Seller. Notwithstanding the foregoing, no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when, and to the extent, such failure or delay is caused by or results from one or more of the following force majeure events (“Force Majeure Events”), so long as the Force Majeure Event is beyond the reasonable control of the party impacted by it (the “Impacted Party”): (a) acts of God such as hurricane, flood, earthquake, tornado, fire, avalanche, or tsunami; (b) war, invasion, armed conflict (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (c) epidemics, pandemics, or government-mandated quarantines or stay-at-home orders (excluding recurrences of prior epidemics, pandemics, or quarantines or stay-at-home orders); or (d) government law, regulation, order, or other action. In such a Force Majeure Event, the Impacted Party must provide written notice to all other parties to this Agreement demonstrating that the Force Majeure Event has rendered performance of the Impacted Party’s obligations under this Agreement impossible. Upon service of such written notice in accordance with the notice provisions of this Agreement, this Agreement shall be deemed terminated at no fault to either party and the deed shall be returned to Seller. If Buyer, as the Impacted Party, timely serves such written notice upon all other parties within five (5) calendar days of the Force Majeure Event rendering performance of the Buyer’s obligations impossible, then the Deposit shall be immediately refunded to Buyer; otherwise, Seller shall be entitled to retain the Deposit.

11) **ESTOPPEL CERTIFICATE CONTINGENCY (Leased Properties):**

11.1) Seller shall obtain and deliver to Buyer, within ten (10) calendar days after the last contingency set forth in paragraph(s) 5, 8.1 & 8.2 is removed, estoppel letters or certificates from each lessee or tenant at the Property stating: a) the date of commencement and the scheduled date of termination of the lease, b) the amount of advanced rentals or rent deposits paid to Seller, c) the amount of monthly (or other periodic) rent paid to Seller, d) that the lease is in full force and effect and that there have been no modifications or amendments thereto, or, if there have been any modifications or amendments, an explanation of same, e) square footage (if set forth in the lease), and f) that there is no default under the terms of the lease by lessor or lessee. Buyer shall have three (3) calendar days after receipt to disapprove in writing, the estoppel certificates. Buyer may only disapprove said certificates, and cancel the Agreement, if the certificates reflect a discrepancy materially affecting the economics of the transaction, or a previously undisclosed material breach of one of the leases. Upon such disapproval, Buyer’s entire Deposit shall be returned, and the parties shall have no further obligations hereunder.

12) **LEASED PROPERTY PRORATIONS:** Rents actually collected (prior to closing) will be prorated as of the Closing Date and rent collected thereafter applied first to rental payments then owed the Buyer and their remainder paid to the Seller. All free rent due any tenant at the close of escrow for rental periods after the closing shall be a credit against the Purchase Price. Other income and expenses shall be prorated as follows: Close of Escrow.

13) **PERSONAL PROPERTY:** Title to any personal property to be conveyed to Buyer in connection with the sale of the Property shall be conveyed to Buyer by Bill of Sale on the Closing Date free and clear of all encumbrances (except those approved by Buyer as provided above). The price of these items shall be included in the Purchase Price for the Property, and Buyer agrees to accept all such personal property in “as is” condition.

14) **CONDITION OF PROPERTY:** It is understood and agreed that the Property is being sold “as is”; that Buyer has, or will have prior to the Closing Date, inspected the Property; and that neither Seller nor Agent makes any representation or warranty as to the physical condition or value of the Property or its suitability for Buyer’s intended use.

Buyer’s Initials DS Seller’s Initials DA

15) **RISK OF LOSS:** Risk of loss to the Property shall be borne by Seller until title has been conveyed to Buyer. In the event that the improvements on the Property are destroyed or materially damaged between the Effective Date of this Agreement and the date title is conveyed to Buyer, Buyer shall have the option of demanding and receiving back the entire Deposit and being released from all obligations hereunder, or alternatively, taking such improvements as Seller can deliver. Upon Buyer’s physical inspection and approval of the Property, Seller shall maintain the Property through close of escrow in the same condition and repair as approved, reasonable wear and tear excepted.

16) **POSSESSION:** Possession of the Property shall be delivered to Buyer on Closing Date.

17) **LIQUIDATED DAMAGES:** By placing their initials immediately below, Buyer and Seller agree that it would be impracticable or extremely difficult to fix actual damages in the event of a default by Buyer, that the amount of Buyer's Deposit hereunder (as same may be increased by the terms hereof) is the parties' reasonable estimate of Seller's damages in the event of Buyer's default, and that upon Buyer's default in its purchase obligations under this agreement, not caused by any breach by Seller, Seller shall be released from its obligations to sell the Property and shall retain Buyer's Deposit (as same may be increased by the terms hereof) as liquidated damages, which shall be Seller's sole and exclusive remedy in law or at equity for Buyer's default.

Buyer's Initials DS DA Seller's Initials _____

18) **SELLER EXCHANGE:** Buyer agrees to cooperate should Seller elect to sell the Property as part of a like-kind exchange under IRC Section 1031. Seller's contemplated exchange shall not impose upon Buyer any additional liability or financial obligation, and Seller agrees to hold Buyer harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon Seller's ability to acquire a suitable exchange property or effectuate an exchange. In the event any exchange contemplated by Seller should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

19) **BUYER EXCHANGE:** Seller agrees to cooperate should Buyer elect to purchase the Property as part of a like-kind exchange under IRC Section 1031. Buyer's contemplated exchange shall not impose upon Seller any additional liability or financial obligation, and Buyer agrees to hold Seller harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon Buyer's ability to dispose of its exchange property or effectuate an exchange. In the event any exchange contemplated by Buyer should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

20) **DISCLOSURE OF REAL ESTATE LICENSURE:** N/A

21) **AUTHORIZATION:** Buyer and Seller authorize Agent to disseminate sales information regarding this transaction, including the purchase price of the Property.

22) **AGENCY DISCLOSURE:** Buyer and seller hereby acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency" as required to be provided by Washington State law.

Buyer's Initials DS DA Seller's Initials _____

22.1) **SELLER'S AGENT:** Marcus & Millichap Real Estate Investment Services of Seattle is the broker representing the Seller (and the Seller only) in this transaction.

23) **OTHER BROKERS:** Buyer and Seller agree that, in the event any broker other than Agent or a broker affiliated with Agent is involved in the disposition of the Property, Agent shall have no liability to Buyer or Seller for the acts or omissions of such other broker, who shall not be deemed to be a subagent of Agent.

24) **LIMITATION OF LIABILITY:** Except for Agent's gross negligence or willful misconduct, Agent's liability for any breach or negligence in its performance of this Agreement shall be limited to the greater of \$50,000 or the amount of compensation actually received by Agent in any transaction hereunder.

25) **SCOPE OF AGENT'S AUTHORITY AND RESPONSIBILITY:** Agent shall have no authority to bind either Buyer or Seller to any modification or amendment of this Agreement. Agent shall not be responsible for performing any due diligence or other investigation of the Property on behalf of either Buyer or Seller, or for providing either party with professional advice with respect to any legal, tax, engineering, construction or hazardous materials issues. Except for maintaining the confidentiality of any information regarding Buyer or Seller's financial condition and any future negotiations regarding the terms of this Purchase Agreement, Buyer and Seller agree that their relationship with Agent is at arm's length and is neither confidential nor fiduciary in nature.

26) **BROKER DISCLAIMER:** Buyer and Seller acknowledge that, except as otherwise expressly stated herein, Agent has not made any investigation, determination, warranty or representation with respect to any of the following: (a) the financial condition or business prospects of any tenant, or such tenant's intent to continue or renew its tenancy in the Property; (b) the legality of the present or any possible future use of the Property under any federal, state or local law; (c) pending or possible future action by any governmental entity or agency which may affect the Property; (d) the physical condition of the Property, including but not limited to, soil conditions, the structural integrity of the improvements, and the presence or absence of fungi or wood-destroying organisms; (e) the accuracy or completeness of income and expense information and projections, of square footage figures, and of the texts of leases, options, and other agreements affecting the Property; (f) the possibility that lease, options or other documents exist which affect or encumber the Property and which have not been provided or disclosed by Seller; or (g) the presence or location of any hazardous materials on or about the Property, including, but not limited to, asbestos, PCB's, or toxic, hazardous or contaminated substances, and underground storage tanks. Agent has no expertise with respect to hazardous or contaminated substances. Buyer is strongly advised by Agent to seek advice and inspections from competent hazardous materials experts.

Buyer agrees that investigation and analysis of the foregoing matters is Buyer's sole responsibility and that Buyer shall not hold Agent responsible therefore. Buyer further agrees to reaffirm its acknowledgment of this disclaimer at close of escrow and to confirm that it has relied upon no representations of Agent in connection with its acquisition of the Property.

Buyer's Initials DS Seller's Initials _____

27) **INTENTIONALLY DELETED.**

28) **MOLD/ALLERGEN ADVISORY AND DISCLOSURE:** Buyer is advised of the possible presence within properties of toxic (or otherwise illness-causing) molds, fungi, spores, pollens and/or other botanical substances and/or allergens (e.g. dust, pet dander, insect material, etc.). These substances may be either visible or invisible, may adhere to walls and other accessible and inaccessible surfaces, may be embedded in carpets or other fabrics, may become airborne, and may be mistaken for other household substances and conditions. Exposure carries the potential of possible health consequences. Agent strongly recommends that Buyer contact the State Department of Health Services for further information on this topic.

Buyer is advised to consider engaging the services of an environmental or industrial hygienist (or similar, qualified professional) to inspect and test for the presence of harmful mold, fungi, and botanical allergens and substances as part of Buyer's physical condition inspection of the Property, and Buyer is further advised to obtain from such qualified professionals information regarding the level of health-related risk involved, if any, and the advisability and feasibility of eradication and abatement, if any.

Buyer is expressly cautioned that Agent has no expertise in this area and is, therefore, incapable of conducting any level of inspection of the Property for the possible presence of mold and botanical allergens. Buyer acknowledges that Agent has not made any investigation, determination, warranty or representation with respect to the possible presence of mold or other botanical allergens, and Buyer agrees that the investigation and analysis of the foregoing matters is Buyer's sole responsibility, and that Buyer shall not hold Agent responsible therefore.

29) **ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL: All disputes arising between the Parties, including Agent, with respect to the subject matter of this Agreement (including but not limited to the payment of commissions as provided herein) shall be settled exclusively by final, binding arbitration. The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.**

The arbitration will proceed in the county where Broker's office is located and be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's then-applicable Commercial Arbitration Rules (the "Rules"). Any party who fails or refuses to submit to arbitration following a demand by the other party shall bear all costs and expenses, including attorneys' fees, incurred by such other party in compelling arbitration.

The arbitration will be decided by a single arbitrator selected according to the Rules. The arbitrator will decide any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication and may grant any remedy or relief that a court could order or grant on similar motions. The arbitrator shall apply the provisions of this Representation Agreement without varying therefrom, and shall not have the power to add to, modify, or change any of the provisions hereof.

In any arbitration proceeding discovery will be permitted only in accordance with the terms of this paragraph. Discovery by each party shall be limited to: (i) a maximum number of five (5) depositions limited to four hours each; (ii) requests for production of documents; (iii) two interrogatories: one inquiring into the amount of damages sought by the other party and another into the calculation of those damages; and (iv) subpoenas upon third parties for production of documents, depositions, and to appear at a hearing. The scope of discovery may be expanded only upon the mutual consent of the parties. Discovery not set forth in this paragraph shall not be permitted.


The Parties understand and agree that they are entering into this arbitration agreement voluntarily, and that by doing so they are waiving their rights to a jury trial or to have their claims otherwise litigated in court.

- 30) **ATTORNEYS' FEES:** In any litigation, arbitration or other legal proceeding which may arise between any of the parties hereto, including Agent, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable expert witness and attorneys' fees in addition to any other relief to which such party may be entitled.
- 31) **SUCCESSORS & ASSIGNS:** This Agreement and any addenda hereto shall be binding upon and inure to the benefit of the heirs, successors, agents, representatives and assigns of the parties hereto.
- 32) **TIME:** Time is of the essence of this Agreement.
- 33) **NOTICES:** All notices required or permitted hereunder shall be given to the parties in writing (with a copy to Agent) at their respective addresses as set forth below. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday or holiday, the time for performance shall be extended to the next business day.
- 34) **INTENTIONALLY DELETED.**
- 35) **FOREIGN INVESTOR DISCLOSURE:** Seller and Buyer agree to execute and deliver any instrument, affidavit or statement, and to perform any act reasonably necessary to carry out the provisions of this Foreign Investment in Real Property Tax Act and regulations promulgated thereunder. Seller hereby declares that Seller is not a foreign person as that term is defined by the United States Internal Revenue Code.
- 36) **ADDENDA:** Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof. This Agreement, including addenda, if any, expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to the Property. There are no other understandings, oral or written, which in any way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever, either express or implied, except as set forth herein. Any future modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
- 37) **ACCEPTANCE AND EFFECTIVE DATE:** Buyer's signature hereon constitutes an offer to Seller to purchase the Property on the terms and conditions set forth herein. Unless acceptance hereof is made by Seller's execution of this Agreement and delivery of a fully executed copy to Buyer, either in person or by mail at the address shown below, on or before June 7th, 2024, this offer shall be null and void, the Deposit shall be returned to Buyer, and neither Seller nor Buyer shall have any further rights or obligations hereunder. Delivery shall be effective upon personal delivery to Buyer or Buyer's agent or, if by mail, on the next business day following the date of postmark. The "Effective Date" of this Agreement shall be the later of (a) the date on which Seller executes this Agreement, or (b) the date of or written acceptance (by either Buyer or Seller) of the final counteroffer submitted by the other party.
- 38) **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 39) **OTHER TERMS AND CONDITIONS:**
- 39.1 **CITY COUNCIL APPROVAL:** Within twenty-one (21) days from Buyer's approval of Sections 5, 8.1 & 8.2, Buyer shall seek approval from the Council. In the event the Buyer does not receive said approval of the Council, this transaction shall terminate and all Earnest Money shall be returned to the Buyer and the property shall be released to Seller.
- 39.2 **EXECUTION UNDER THREAT OF CONDEMNATION:** Purchaser has the power of eminent domain and has determined to acquire the premises subject to satisfaction of the conditions precedent set forth above. Purchaser has determined that the best way to acquire the premises is by agreeing to and carrying out the terms of this Agreement. However, it is recognized by the parties to this Agreement that, in the event this Agreement is not consummated, Purchaser is ready, willing and able to exercise its power of eminent domain to make such acquisition. The terms of this Agreement have been negotiated in light of such power and the acquisition, if this transaction is completed, will be made in lieu of and under the threat of condemnation.
- Seller shall bear the costs for a Standard Owner's Policy of Title Insurance in the amount of the purchase price. Seller and Purchaser shall share equally in the cost to record the deed, along with all other recording and escrow charges. The Purchaser will be acquiring this Property in exercise of its eminent domain powers and it is not anticipated that any excise taxes will be paid by Seller. Each party shall pay for costs incurred in the clearance of matters of title attributable to that party.
- 39.3 **HAZARDOUS SUBSTANCES:** To the best of Seller's knowledge, Seller has not caused or permitted any person using the Property to generate, manufacture, refine, transport, treat, store, handle, transfer, reproduce, or process "Hazardous Substances" (as defined below) or other dangerous or toxic substances, or solid waste, except in compliance with all applicable federal, state and local laws or regulations, and has not caused or permitted and has no knowledge of the "Release" (as defined below) of any hazardous substances on or off-site of the Property which might affect the Property.

In addition, Seller has not caused or permitted and has no knowledge of any substances or conditions on the Property (or off-site to the extent actually and currently affecting the Property) which may support a claim or cause of action, whether by a governmental agency or body, private party or individual, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (the "superfund Act"), 41 Sec. 9601, et seq. ("CERCLA"), the Carpenter-Presley-Tanner Hazardous Substance Account Act, the Resource Conservation and Recovery Act of 1976, the Toxic Substance Control Act or any other federal, state or local environmental statutes, regulations, ordinances or regulatory requirements. For purposes of this subparagraph 6.16, the definition of the terms "Hazardous Substances" and "Release" shall be those used in the Superfund Act; provided, however, that the definition of the term "Hazardous Substance" shall also include, without limitation, petroleum and related by-products, hydrocarbons, asbestos or PCB's.

- 39.4 **NO NEW AGREEMENTS:** Seller will not permit or enter into any other agreements with respect to the Property which would continue after closing without Purchaser's prior written consent.
- 39.5 **NO WORK:** No work has been performed or is in progress at the property, and no materials have been furnished to the Property or any portion thereof, which, though not presently subject to a recorded lien, might give rise to mechanic's, materialmen's or other liens against the Property, or any portion thereof.
- 39.6 **NO OPTIONS:** No person, firm, corporation, or other entity other than Purchaser has any right or option to acquire the Property or any portion thereof.
- 39.7 **NO ASSESSMENTS:** No special or other assessments for public improvements are known to exist. Seller has no knowledge of any pending special assessments that could affect the Property nor any other improvements presently planned that may result in such special assessments.
- 39.8 **COMPLIANCE WITH LAWS:** Seller has complied and will continue to comply, in all respects with all federal, state, county, municipal, and other governmental statutes, laws, and ordinances, and with the rules, regulations, and order of all governmental agencies and authorities, relating to or affecting the Property.
- 39.9 **NO NOTICES OF VIOLATIONS:** No outstanding notices of violation of law or ordinances, orders, requirements, or regulations of any federal, state, county, municipal, or other governmental or quasi-governmental department, agency, or authority relating to the Property have been entered or received by Seller, and, to the best of Seller's knowledge, there is no basis for the entering of such notice.
- 39.10 **NO ACTIONS, CLAIMS OR PROCEEDINGS:** There are no actions, claims or proceedings pending or, to the best of Seller's knowledge, threatened by, any governmental entity (zoning, condemnation, environmental or otherwise), or any other party against Seller (in connection with the Property), or against the Property, or in connection with the transaction contemplated by this Agreement, nor, to the best of Seller's knowledge, is there any basis for any such action, proceedings, or investigation.
- 39.11 **STATE OF PROPERTY:** The Property will be substantially in the same condition as its current condition at the time Purchaser is entitled to possession.

This offer is made by Buyer to Seller on this 5th day of June, 2024. The undersigned Buyer hereby acknowledges receipt of an executed copy of this Agreement, including the Agency Disclosure contained in Paragraph 22, above.

DocuSigned by:

 BUYER: _____ ADDRESS: 616 NE 4th Ave
 City of Camas - _____
 Doug Quinn _____
 Camas, WA 98607
 DATE: 6/5/2024 | 09:53:29 PDT TELEPHONE: 360-834-6864

SELLER'S ACCEPTANCE AND AGREEMENT TO PAY COMMISSION

The undersigned Seller accepts the foregoing offer and agrees to sell the Property to Buyer for the price and on the terms and conditions stated herein. Seller acknowledges receipt of an executed copy of this Agreement and authorizes Agent to deliver an executed copy to Buyer.

Seller reaffirms its agreement to pay to Agent a real estate brokerage commission pursuant to the terms of that certain Representation Agreement between Agent and Seller dated April 25, 2024, which shall remain in full force and effect. Said commission is payable in full on the Closing Date and shall be paid in cash through escrow. Escrow Holder is directed to make such payment to Agent from Seller's proceeds of sale. The provisions of this paragraph may not be amended or modified without the written consent of Agent.

SELLER: _____ ADDRESS: 1704 NE Pecan Ln
 Calceus LLC - _____
 Matthew Schultz _____
 Camas, WA 98607
 DATE: _____ TELEPHONE: 619-244-5745

Agent accepts and agrees to the foregoing.

AGENT: MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES OF SEATTLE

BY: _____ ADDRESS: 401 Union St, 32nd Floor

 Seattle, WA 98101
 DATE: _____ TELEPHONE: 206-826-5700

PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BROKER IS NOT QUALIFIED TO PROVIDE, AND HAS NOT BEEN CONTRACTED TO PROVIDE, LEGAL, FINANCIAL OR TAX ADVICE, AND THAT ANY SUCH ADVICE MUST BE OBTAINED FROM PARTIES' ATTORNEY, ACCOUNTANT OR TAX PROFESSIONAL.

Marcus & Millichap
Real Estate Investment Services
AMENDMENT TO PURCHASE AGREEMENT

This document is an amendment ("Amendment") to the Purchase Agreement ("Agreement") between Calceus LLC ("Seller") and City of Camas ("Buyer") executed by Buyer on the 5th day of June 2024 for that certain real property located at 306 NE Everett St & 605 NE 3rd Ave, Camas, WA 98607.

The provisions of this Amendment are hereby added to and incorporated in the Terms and Conditions in the aforementioned Agreement. Any provision of this Amendment which is not numbered and fully completed shall have no force or effect.

The Buyer and Seller agree to modify the Purchase Agreement accordingly:

1. Buyer hereby removes the contingencies outlined in Section 5 of the Agreement – Title subject to the Seller removing Exception 6 by action with Heritage Bank.
2. Buyer hereby removes the contingencies outlined in Section 8.1 of the Agreement – Books and Records.
3. Buyer hereby removes the contingencies outlined in Section 8.2 of the Agreement – Physical Inspection.
4. Buyer shall receive a credit equal to \$7,500 at Closing.
5. All other terms and conditions of the Purchase Agreement remain in full force and effect.

Marcus & Millichap

Real Estate Investment Services

AMENDMENT TO PURCHASE AGREEMENT

This document is an amendment ("Amendment") to the Purchase Agreement ("Agreement") between Calceus LLC ("Seller") and City of Camas ("Buyer") executed by Buyer on the 5th day of June, 2024 for that certain real property located at 306 NE Everett St & 605 NE 3rd Ave, Camas, WA 98607.

The provisions of this Addendum are hereby added to and incorporated in the Terms and Conditions in the aforementioned Agreement. Any provision of this Addendum which is not numbered and fully completed shall have no force or effect.

The Buyer and Seller agree to modify the Purchase Agreement accordingly:

1. The contingency outlined in Section 39.1 of the Agreement – City Council Approval shall be extended until the date of August 7th, 2024.
2. All other terms and conditions of the Purchase Agreement remain in full force and effect.

ACCEPTANCE

The undersigned Buyer, Seller and Agent accept and agree to the foregoing.

DocuSigned by:
 BUYER: *Doug Quinn* DATE: 7/15/2024 | 15:28:58 PDT
9B9AEB07FD474A7...
City of Camas

SELLER: _____ DATE: _____
Calceus LLC

AGENT: **MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES**

BY: _____ DATE: _____

PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BROKER IS NOT QUALIFIED TO PROVIDE, AND HAS NOT BEEN CONTRACTED TO PROVIDE, LEGAL, FINANCIAL OR TAX ADVICE, AND THAT ANY SUCH ADVICE MUST BE OBTAINED FROM PARTIES' ATTORNEY, ACCOUNTANT OR TAX PROFESSIONAL.

City of Camas Surplus Equipment

EQ #	Description	Model Year	Manufacturer ID	Model ID	VIN
296	Pickup	2002	Dodge	Ram 2500	3B7KC26Z22M277928
406	SUV	2014	Ford	Interceptor Utility	1FM5K8AT9EGC27236
444	SUV	2015	Ford	Interceptor Utility	1FM5K8AT3FGC41747
314	Pickup	2003	Chevy	2500	1GCGC24UX3Z307819
353	Pickup	2008	Ford	F250	1FTNF20588EA62935
330	Pickup	2006	Ford	F250	1FTSX21596EA19605
162	Utility Trailer	1984	Halet	Equip.	1XJTT0114EFH04804
440	Ambulance	2014	Northstar	Ambulance	1FDRF3HT4EEA61654

License #
31381D
55276D
57287D
34050D
45004D
38653D
D34435
58332D



Staff Report – Consent Agenda

August 5th, 2024, Council Regular Meeting

Pavement Preservation Slurry Seals with Blackline, Inc. (Submitted by Will Noonan, Public Works Operations Manager)

Phone	Email
360.817. 7983	wnoonan@cityofcamas.us

BACKGROUND: The City plans to enter into a contract with Blackline Inc., to complete Type 2 Slurry Seal surface treatments on various City parking lots as part of the Pavement Preservation Program. This was a piggy-back from the City of Vancouver’s slurry seal contract which went out as a formal bid.

BENEFITS TO THE COMMUNITY: Most of these parking lots have received minimal preventative maintenance treatments. A type 2 slurry seal will provide the surface with a new surface, protect the underlying pavement and seal cracks while extending the life of the parking lots.

BUDGET IMPACT: This will be paid for with the GO bond as part of the city-wide maintenance being provided to different facilities. The total cost is \$114,314.

RECOMMENDATION: Staff recommends Council approve this contract for \$114,314.



Community Center

Item 7.



Legend

- Taxlots
- All Roads
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other

Notes:

1,571 SY

1: 1,128



188.0 0 94.00 188.0 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. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.



Lodge Parking lot

Item 7.



Legend

- Taxlots
- All Roads
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other

Notes:
2,600 sq

1: 1,128



188.0 0 94.00 188.0 Feet

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Heritage Roundabout to Boat Launch

Item 7.



Legend

- Taxlots
- All Roads**
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other

Notes:

1,750 SY

1: 1,128



188.0 0 94.00 188.0 Feet

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Heritage Parking North

Item 7.



Legend

- Taxlots
- All Roads
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other

Notes:

3,160 SY

1: 1,128



188.0 0 94.00 188.0 Feet

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Grass Valley Parking lot

Item 7.



Legend

- Taxlots
- All Roads**
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other

Notes:

2,120 SY

1: 1,128



188.0 0 94.00 188.0 Feet

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Skate Park Parking Lot

Item 7.



Legend

- Taxlots
- All Roads**
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other

Notes:

4,030 SY

1: 564 



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Road to Fallen Leaf Lake Shelter

Item 7.



Legend

- Taxlots
- All Roads
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other

Notes:

520 SY

1: 1,128



188.0 0 94.00 188.0 Feet

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Fallen Leaf Softball Parking

Item 7.



Legend

- Taxlots
- All Roads**
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other

Notes:

4,500 SY

1: 2,257



376.2 0 188.08 376.2 Feet

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South Parking Lot CH

Item 7.



Legend

- Taxlots
- All Roads**
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other

Notes:

1,000 SY

1: 1,128



188.0 0 94.00 188.0 Feet

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

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CH Overflow Parking Lot

Item 7.



Legend

- Taxlots
- All Roads**
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other

Notes:

432 SY

1: 564

94.0 0 47.00 94.0 Feet

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

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PD Parking Lot

Item 7.



Legend

- Taxlots
- All Roads
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other

Notes:

3,386 SY

1: 1,128



188.0 0 94.00 188.0 Feet

WGS_1984_Web_Mercator_Auxillary_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. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.



FD Station 42 Parking Lot

Item 7.



Legend

- Taxlots
- All Roads**
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other

Notes:

1,731 SY

1: 564



94.0 0 47.00 94.0 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. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.

CAMAS 2024 Slurry Seal List

STREET	Length	Width	Sq. Feet	Sq. Yards
Heritage Park				
Roundabout to Boat Launch				1,751
Heritage Parking South				4,900
Heritage Parking North				3,160
Lodge				
Parking Lot				2,600
Driveway into Fallen Leaf Shelter				
From SR500 past Gate				520
Fallen Leaf Softball Field				
Access Road inc. Water and Parking Lot				4,500
Skate Park				
Parking Lot				4,030
Community Center				
Parking Lot				1,571
City Hall Parking Lots				
Parking Lot South of CH				1,000
4th and Franklin Parking Lot				432
PD Parking Lot				
All PD Parking and Access				3,386
Grass Valley Parking Lot				
Grass Valley Parking Lot				2,120
FD Station 42				
Parking Lot Station 42				1,731
TOTAL				31,701



Supplemental Agreement Number 2		Organization and Address	
Original Agreement Number LA 9919		PBS Engineering and Environmental Inc 1325 SE Tech Center Dr., Suite 140, Vancouver, WA 98683	
Project Number STPUL-7031(004)		Execution Date 12/21/2010	Completion Date 12/31/2024
Project Title 38th Avenue Street Improvements, Phase 3		New Maximum Amount Payable \$1,452,825.93	
Description of Work Additional work will include Construction Management Services, see the attached amended scope of work for description of the work. (Exhibit A)			
Base Agreement Amount \$658,553.41 Supplemental Agreement Amount \$797,842.52, New Total \$1,456,395.93			

The Local Agency of City of Camas
desires to supplement the agreement entered in to with PBS Engineering and Environmental Inc
and executed on 12/21/2020 and identified as Agreement No. LA 9919

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

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

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: 12/31/2026

III

Section V, PAYMENT, shall be amended as follows:
SEE EXHIBIT D and E

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Project No.

SUPPLEMENTAL AGREEMENT 2 - EXHIBIT "A"

CITY OF CAMAS, WASHINGTON

Scope of Work

NW 38th Avenue Street Improvements, Phase 3 City of Camas Project # T1024 (STR23033)

GENERAL DESCRIPTION

The City of Camas (City) has asked PBS to perform construction management support for the **38th Avenue Street Improvements, Phase 3** Project. The project is currently out to bid and construction is expected to start in Spring 2024. PBS is proposing the scope items below to accommodate this work.

The project team includes:

- Exeltech – Construction Inspection (DBE)
- GTEng – Traffic Engineering services (DBE)

In general, the construction engineering phase will involve, but not be limited to, the following key components and deliverables:

- 1) Preparation and submittal of monthly invoices to City for services performed.
- 2) Construction management and administration.
- 3) Attendance at preconstruction conference.
- 4) Preparation of Record of Materials (ROM).
- 5) Review of material submittals.
- 6) Tracking of weekly statements of working days.
- 7) Prepare and review of contractor monthly pay estimates and submittal to City.
- 8) Review of contractor proposals for alternate "or equal" materials.
- 9) Lead and attend weekly on-site construction meetings preparing agendas as needed.
- 10) Construction engineering support.
- 11) Construction Inspection with daily inspection reports and diaries.
- 12) Preparation and submittal of construction record drawings after construction.
- 13) Preparation of draft project closeout paperwork.
- 14) Track Contractor DBE and Training contract compliance.
- 15) Build America, Buy America materials tracking.
- 16) Construction Materials Testing.
- 17) Contract change control and request for information (RFI) review.

ASSUMPTIONS

The following assumptions are specific to the work involved with construction management and inspection:

- 1) Construction duration is assumed to be 9 months. The completion date is assumed to be December 31, 2024.

- 2) The City will be responsible for bid opening, award, and contract execution for the proposed project.
- 3) As an extension of City staff, PBS will provide final approval of construction related paperwork items. City staff will have approval authority on changes that alter the scope, schedule, or budget on the construction project. The PBS Construction Manager will be responsible for distribution of paperwork items to the Contractor, City staff, and PBS' Construction Inspector.
- 4) PBS will be responsible for required WSDOT documentation unless otherwise noted per WSDOT Local Agency Project Management Review Checklist.
- 5) The City staff, with assistance from the PBS Construction Manager, will be responsible for any negotiations or management of disputes with the Contractor, utility companies, or private property owners.
- 6) PBS will maintain documentation as items are reviewed and approved.
- 7) In this scope, "PBS" is used to represent PBS' Construction Manager, Project Assistant, Project Inspector, and subconsultants unless otherwise indicated in the task description.

SCOPE OF WORK

Task 13: Project Management and Coordination

Subtask 13.1: Contract Administration, Invoicing, and Progress Reports

PBS will perform project management services to include the following:

- 1) PBS shall use the City's CDC VPM System for file management.
- 2) Prepare and submit monthly invoices. Each invoice will include billing period covered by invoice, number of hours worked during the billing period with billing rates shown, expenses, total cost for labor and expenses for the billing period, and a total amount summarizing labor and expenses. No additional markup will be included in the billing by PBS. Assumes project set-up and 7 monthly invoices.
- 3) Prepare an Invoice Summary Report to accompany the monthly invoices. The Invoice Summary Report will list the total amount billed to date, total amount remaining under contract, and contract expiration date for each contract task.
- 4) Maintain contract-required documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in paper format unless the entire life cycle of the documents was completed in electronic format. Copies will be provided to the City on a weekly basis through a project Sharepoint site or paper copies as requested.
- 5) City will maintain WSDOT required Quarterly Project Reports of DBE Participation (QPRs)

Deliverables

- 1) Monthly invoices, and Invoice Summary Reports
- 2) Project documentation

Subtask 13.2: Preconstruction and Kickoff Meetings

- 1) An initial kickoff/coordination meeting will be conducted with PBS' project team and City staff to establish procedures/protocols and communication requirements for the project. This meeting should occur prior to the pre-construction meeting.
- 2) PBS will assist the City with coordination of the preconstruction conference. PBS will schedule the conference, invite attendees, produce an agenda, and take meeting minutes.

- 3) PBS will invite and coordinate with WSDOT Local Programs and OEO to ensure conformance with LAG standards. PBS will send WSDOT a copy of the meeting agenda for comments prior to the meeting.
- 4) PBS to prepare and distribute pre-construction minutes
- 5) Pre-bid meeting, if required.

Assumptions:

- 1) Coordination and pre-construction meetings will be attended by the PBS construction services manager, design engineer, office engineer and inspector.

Deliverables

- 1) Kickoff coordination meeting agenda and notes provided to the City.
- 2) Preconstruction conference meeting agenda and minutes provided to the City and the prime Contractor. Meeting shall be in conformance with LAG standards.

Subtask 13.3: Utility Coordination

PBS will coordinate with the Contractor and the franchise utilities to facilitate relocation and/or protection of private utilities.

Assumptions:

- 1) Major utility relocations will be completed prior to construction. Coordination will include protection of existing utilities and/or minor adjustments to boxes or vaults.

Deliverables

- 1) Copies of written communications with utilities.

Task 14: Construction Surveying and Staking

Subtask 14.1: Construction Staking

PBS will be responsible for construction staking. PBS will also be available to field check construction staking on as 'as requested' basis. An allowance of 2 days of 2-Person crew time for field checks is included in the contract for budgeting purposes.

Assumptions:

- 2) PBS Construction Manager will verify with City prior to any survey checks performed by PBS staff.

Subtask 14.2: Monumentation

PBS will verify existing monuments that are to be maintained and those that will be destroyed during construction. PBS will obtain monument destruction permit from the Department of Natural Resources (DNR), replace destroyed monuments and file a post construction record of survey with Clark County. Specific tasks are as follows:

- 1) Create a list of monuments that are to be maintained and those that will be destroyed during construction. Monuments to be removed may be replaced with offset monuments.
- 2) Create and file a Monument Destruction Permit with the DNR.
- 3) Replace all monuments destroyed during construction.
- 4) Create and file a post-construction Record of Survey with the Clark County Survey Department showing all monuments tied along the right-of-way corridor, the monuments set to replace destroyed

monuments, and all major survey monuments on the newly created right-of-way acquisition lines (previously completed by PBS legal descriptions and exhibit maps).

Task 15: Construction Management and Construction Engineering

Subtask 15.1: Manage Record of Materials (ROM)

PBS will prepare a Record of Materials (ROM) and maintain a documented record of material submittals. PBS will log in and track each approved submittal by the City. PBS duties will include the following:

- 1) PBS will manage the ROM with material acceptance criteria. (WSDOT to provide Draft ROM)
- 2) PBS will provide the City with a draft ROM for approval and update the ROM acceptance criteria as needed by the City during construction.
- 3) PBS will collect and organize the documentation to fill out the ROM.

Assumptions:

- 1) The ROM will be based on the items in the current engineer's estimate. Assumes 124 bid items.
- 2) Assume 2-hours for each bid item.
- 3) PBS will review, check, and track the Contractor's "Build America, Buy America (BABA)" Requirements.
- 4) Certified Payrolls will be reviewed by PBS. Assume 2 hours per week.
- 5) The city will be responsible for Sublet Requests.

Deliverables

- 1) Record of Materials (ROM)
- 2) Bid item packages with the back-up documentation organized for each item.

Subtask 15.2: On-Site Meetings

PBS will attend on-site project progress and utility coordination meetings. Other specific pre-work meetings may include the following (based on need during construction or Contractor request): traffic control/staging, construction surveying, CAS placement, HMA paving, and striping. PBS will issue meeting notes for each meeting attended. Generally, PBS' Construction Manager or Project Assistant, PBS Inspector, and Contractor will be in attendance. Progress meetings will be used to promote effective communication between the City, PBS, Contractor, and other project stakeholders.

Assumptions:

- 1) Assumes 35 weekly construction on-site meetings of up to 2-hours each.
- 2) Assume 2-hour per meeting and agenda and notes
- 3) Assume 4 Utility coordination site meetings with the contractor and the impacted utilities.

Deliverables

- 1) Construction meeting minutes provided to the City and Contractor.

Subtask 15.3: Material Submittals

PBS will receive and review material submittals (Manufacturer's Certificates of Compliance, Certificates of Material Origin, cut sheets, Qualified Product List sheets, etc.), construction sequence schedules, shop drawings, and other items required from the Contractor to ensure compliance with contract requirements. PBS will review the following submittals, including but not limited to: material-specific submittals, HMA and concrete mix designs, retaining wall calculations and drawings, illumination materials, landscape items, and

others required by construction contract specifications.

PBS will receive, review, and maintain material submittals. Upon completion of review, PBS will provide approved submittals to the City of appropriate approval requirements for material submittals. PBS will transmit the approvals to the Contractor.

Assumptions:

- 1) PBS will use the City's CDC VPM System for file management.
- 2) Assumes up to 124 material submittals covering materials as listed in the current engineer's estimate.
- 3) Assumes 3 hours per submittal.

Deliverables

- 1) Copies of approved material submittals.
- 2) Copies of written communications with the Contractor.

Subtask 15.4: Construction Administration and Engineering

PBS' Construction Manager will coordinate with the PBS Inspector and City staff throughout the duration of the project, keep a record of decisions made, review and recommend solutions to change order requests, and review progress and final progress estimates. PBS will review and track Contractor labor compliance documentation, including subcontracts, utilization reports, and subcontractor paid reports. PBS will review the following submittals, including but not limited to: traffic control plans, staging plans, erosion and pollution control plans, quality control plan, construction schedules, and others required by construction contract specifications. Approvals will be by the City Engineer.

PBS duties will include the following:

- 1) PBS will receive and review the SPCC Plan and provide the City with a recommendation of approval criteria.
- 2) PBS will review the Contractor's proposed Monthly Pay Estimate. PBS will provide a draft Monthly Pay Estimate to the City for review and approval. Assumed a total of nine (9) monthly estimates plus the final estimate.
- 3) PBS will receive and review daily reports recording pertinent information such as: Contractor's hours on the site, weather conditions, and data relative to potential Change Orders, Minor Change Orders, or changed conditions, site visitors, daily activities, quantities, material tickets, daily scalesmen reports, and decisions.
- 4) PBS will review and track the Contractor's D/M/WBE and training hours documentation.
- 5) PBS will receive and review Contractor's Erosion Control Inspection reports. PBS will notify the City staff if any irregularities or concerns are identified.
- 6) PBS will receive, review, and determine the acceptability of schedules provided by the contractor. These may include the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- 7) Weekly statement of working days.

Assumptions:

- 1) Assumes 1 review of each document
- 2) Assumes half of the documents will have to be returned to the Contractor for re-submittal.
- 3) Assume re-review for half of submitted documents

Deliverables

- 1) Copies of plans and reports provided by the Contractor with approval
- 2) Copies of Erosion Control Inspection Reports to the City
- 3) D/M/WBE and training documentation
- 4) Draft of Monthly Pay Estimates for review and approval
- 5) Copies of Inspector's daily reports
- 6) Copies of written communications
- 7) Record of field decisions
- 8) Record of Contractor labor compliance, including subcontracts
- 9) Copies of Schedules provided by the Contractor
- 10) Copies of inspector's pay notes, construction photos, daily inspection reports and collected (original) material tickets.
- 11) Letter of non-conformance, work not in compliance with the contract
- 12) Weekly statement of working days.

Subtask 15.5: Response to Questions and Change Orders

PBS will assist the City in response to requests for information (RFI) and response for clarifications (RFC) by the Contractor and provide supplemental information as needed to maintain the progress of the work. If field adjustments are required, as a result of a change in conditions or a desired change by the City, PBS will prepare the necessary change order documents and plan revisions for approval by City staff. PBS will provide the City with draft change order documents for review, approval, and issuance to the Contractor.

PBS' duties will include the following:

- 1) PBS will assist the City with addressing construction questions and Request for Information (RFI) from the Contractor.
- 2) PBS will assist the City with processing Request for Clarification (RFC) from the Contractor.
- 3) PBS will assist the City with preparing field directives and change orders and provide these to the City for approval and issuance to the Contractor.
- 4) PBS will prepare design changes associated with change orders (including exhibits) during the construction process.

Assumptions:

- 1) Address up to 20 RFI's
- 2) Process up to 10 RFC's
- 3) Prepare up to 10 field directives and 8 change orders
- 4) Prepare up to 2 design changes.

Exclusions: Approval of change order paperwork to Contractor.

Deliverables

- 1) Copies of RFIs to the City staff
- 2) Copies of RFCs to the City staff
- 3) Draft Change Orders to the City for approval and issuance to the Contractor
- 4) Plan sheets for design changes

Task 16: Construction Observation

Subtask 16.1: Site Visits

PBS' Construction Manager will perform site visits as necessitated by concerns or issues arising from construction, or when requested by the City.

Assumptions:

- 1) Site visits will be weekly for up to 9 months.

Deliverables

- 1) Copies of written communications
- 2) Copies of observation reports

Subtask 16.2: Geotechnical Support

The PBS geotechnical staff will perform site visits during: excavation, backfill, cement amending, base course, pavement placement and other times as necessary. PBS will coordinate to address any questions that may arise regarding this field of expertise.

PBS duties will include the following:

- 1) CM team to coordinate prework meeting to discuss performance and operational requirements 1 week prior to CAS work.
- 2) Observe the Cement Amending.
- 3) Observe the installation of the sheet piles for the sheet pile wall.
- 4) Verify the conditions of the subgrade.
- 5) Cement Amended Base (AASHTO T-134, ASTM D 2922, ASTM D 3017)
 - a. Two tests at 4 locations Compaction test
 - b. Once per day Cement Spread rate verification

Assumptions:

- 1) Assumes 1 pre-activity meeting for the cement amending.
- 2) Assumes 2 site visits prior to cement amending. 2 site visits during the cement amending.
- 3) Assumes 1 pre-activity meeting for the sheet pile installation.
- 4) Assumes half of the documents will have to be returned to the Contractor for re-submittal.

Deliverables

- 1) Copies of construction recommendations.
- 2) Copies of field reports

Subtask 16.3: Material Testing

PBS will contract with Columbia West to perform material testing in accordance with requirements as defined in the WSDOT Construction Manual and Standard Specifications.

Assumptions:

- 1) Assumes material testing as follows:
 - T 813- COMPRESSIVE STRENGTH TESTING OF GROUTS & MORTARS
 - Borrow (T 180 -PROCTOR)
 - Two grading and SE (Every 4,000 tons) AASHTO T 27/T 11
 - Two visits for compaction testing. SOP 615
 - CSBC (T 180 – PROCTOR) 8700 Ton

- Five grading, SE and fracture (Every 2,000 tons) AASHTO T 27/T 11
- Nine compaction tests (Every 1,000 LF)
- HMA (SOP 731- VOLUMETRIC PROPERTIES OF HOT MIX ASPHALT) 4600 Ton
 - Five complete mix tests (volumetric properties of HMA, Va, VMA, VFA, dust to binder ratio graduation, oil content, rice density) (Every 1,000 tons)
 - Three aggregate only tests (Every 2,000 tons) AASHTO T 27/T 11
 - Three visits for compaction testing (Every 100 tons) T 355
 - Asphalt binder sample AASHTO R 66
- Gravel backfill for pipe zone
 - Two grading and SE (Every 1,000 tons) AASHTO T 27/T 11
 - Six compaction tests T 310
- Concrete
 - Three grading on coarse aggregate (Every 1,000 tons) AASHTO T 27/T 11
 - Three grading on fine aggregate (Every 1,000 tons) AASHTO T 27/T 11
 - 14 sets cylinders and breaks AASHTO T 23
 - 14 site visits to take temperature, slump and air. WAQTC TM2, T 119 SLUMP, T 152 AIR CONTENT, T 309 TEMPERATURE

Deliverables:

- 1) Copies of test results and reports.

Subtask 16.4: Inspection Services

PBS shall provide on-site construction inspection services. The PBS' construction inspector will be the Engineer's agent for the project and will act as directed by, and under the supervision of the engineer. The inspector's oversight pertaining to the Contractor's work shall, in general, be with the engineer and Contractor, keeping the City staff advised as necessary. The inspector's interaction with subcontractors shall only be through, or with, the full knowledge and approval of the Contractor. The inspector shall communicate with City staff, with the knowledge of and under the direction of the engineer. For budgeting purposes, this assumes one full-time inspector for 37 weeks during a total project time of 9 months and one half-time inspector for 10-hours/week for 37 weeks. The inspector responsibilities will include the following:

- 1) Inspector will serve as the engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
- 2) Inspector will assist in obtaining additional details or information from the City staff when required for proper execution of the work.
- 3) Inspector will conduct on-site observation of the project to ensure work is completed in accordance with the Contract Documents and advise the City staff if any changed conditions are encountered.
- 4) Inspector will coordinate, in advance of, scheduled major inspections, or specialty inspections and verify that appropriate City staff personnel are present, and that adequate records are kept.
- 5) Inspector will prepare a daily inspector report recording pertinent information such as: Contractor's hours on the site, weather conditions, and data relative to potential Change Orders, Field Orders, or changed conditions, site visitors, daily activities, quantities, force account tracking, and record of decisions.
- 6) Inspector will immediately notify the City staff of any site accidents, emergencies, acts of God endangering the work, or damage to property.

- 7) Inspector will review the contractor's pay estimates to ensure work being paid for has been completed. Inspector will track and process materials-on-hand in accordance with the Contract Documents.
- 8) Inspector will track bid item quantities daily.
- 9) Inspector will represent the City when communicating with Camas citizens.
- 10) Inspector will conduct Wage Rate Interviews in compliance with WSDOT Form 424-003.
- 11) Landscape Architect will be on site to inspect the plant material, irrigation, planting procedures and plant establishment.

Assumptions:

- 1) Project inspector on site up to 9 hours per day for 37 weeks over a total project time of 9 months.
- 2) Lead inspector on site up to 10 hours a week for 37 weeks over a total project time of 9 months.
- 3) Landscape Architect on site up to 4 hours for 6 days.

Deliverables

- 1) Daily Inspection Reports.
- 2) Daily Tracking of Bid Item Quantities.
- 3) Project photos with dates and correlation to Daily Inspection Report

Task 17: Traffic Construction Support

Subtask 17.1: Construction Engineering

GTEng will provide construction engineering assistance to the City and PBS during the construction stage of the project including:

- 1) Prepare up to six (6) monthly progress reports associated with Traffic Engineering CE Services.
- 2) Prepare for and attend a pre-construction meeting in Camas.
- 3) Review contractor material submittals for the traffic design elements as to compliance with the approved plans and specifications.
- 4) Provide up to 60 hours of support to coordinate project-related items with the project team, City, and contractor as needed to complete the project (including providing design interpretation during construction of the traffic design elements and responding to RFIs).
- 5) Visit site as requested from the City and/or PBS to review construction progress, answer questions, and help resolve in-field design decisions. GTEng assumes up to four (4) site visits.

The scope of construction engineering is limited to the hours shown in the attached budget.

Subtask 17.2: As-builts

- 1) Receive a copy of the redlined edits to the traffic design plans from the contractor, project inspector, City, and/or PBS and prepare draft As-Built drawings.
- 2) GTEng will revise the As-Built drawings based on City comments and submit final As-Built drawings for approval.
- 3) Submit electronic files of traffic design elements to the client.

Task 16 Deliverables:

- *Bid addendum (as needed)*
- *RFI Responses (as needed)*
- *As-built drawings*

Task 18: Project Closeout and As-Builts

Subtask 18.1: As-Builts

The Final Plans will be revised to conform to construction record drawings from information supplied by the Contractor, and as reviewed by the PBS inspector.

PBS' duties will include the following:

- 1) PBS will review Construction Record Drawings provided by the Contractor.
- 2) PBS will collect As-Built Survey information for underground utilities (storm sewer, sanitary sewer) and above ground water features (meters and hydrants) and valves.
- 3) PBS will submit draft As-Built Drawings for City review
- 4) PBS will revise the As-Built drawings based on City comments and submit final As-Built drawings for approval.

Deliverables

- 1) Reviewed Construction Record Drawings.

Subtask 18.2: Closeout Documentation

PBS will compile project closeout documentation and coordinate with the Contractor and the City to obtain the required documents. PBS will assemble project documentation and deliver to the City at project completion.

- 1) PBS's Construction Manager, Inspector and the City staff will perform final inspections and will create a list of punch list items. PBS's Construction Manager and the City staff will establish dates of substantial, physical, and contract completion.
- 2) PBS will prepare draft letters of substantial, physical, and contract completion for review, approval, and issuance by the City.
- 3) PBS will assemble construction documentation in binders for delivery to the City.
- 4) PBS will represent City staff in WSDOT/HLP file and project reviews and audits.

Deliverables

- 1) Draft letters of substantial, physical, and contract completion for approval and issuance by the City
- 2) Hard copy of construction documentation and electronic files on CD
- 3) Review and consult with City for approval of Construction Documentation bid item payment

DBE Participation Plan

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

This project Amendment has a mandatory DBE utilization goal of 9%. See below for how this goal will be met.

GTEng (Traffic Engineering) – \$10,020.92
Exeltech (Construction Inspection) - 192,369.60

Supplemental Agreement 2 (CN) DBE utilization - \$202,390.52
Supplemental Agreement 2 (CN) Budget - \$797,842.52
Supplemental Agreement 2 (CN) DBE percent - 25.4%

The base contract also had a mandatory DBE participation goal of 9%. This phase of the project was unable to meet the DBE goal due to a failure to perform related to a broken drill rig, and as a result of the design process moving more efficiently than anticipated with the original Scope. After evaluating the project in the design phase there were no readily commercial useful services that could be performed with the project. In order to best meet the mandatory DBE project goals the DBE effort in this amendment was increased to offset the assumed 30K deficiency in the base contract. See below for a breakdown of the base contract DBE utilization

GTEng (Traffic Engineering) – \$19,578.42 planned / \$16,843.33 actual
3D Infusion (Computer Aided Drafting) – \$22,475.11 / \$9,502.12 actual
Magna LLC (Geotechnical Drilling) – \$19,000 / \$0 actual due to failure to perform

Total UDBE Utilization amount – \$61,053.53 planned / \$26,345.53 actual
Total Contract Amount – \$658,553.41 planned / \$594,242.89 spent
Total UDBE Utilization Percent – 9.3% planned / 4.4% actual / 4.0% (actual/budget)

See below for a holistic project based DBE plan.

Approximate base contract DBE utilization - \$26,345.45
Supplemental Agreement 2 (CN) DBE utilization - \$202,390.52
Total project DBE utilization (base contract through Supplemental Agreement 2)- \$228,735.97

Total Project Value - \$1,456,395.93

Total project DBE Utilization percent - 15.7%

Prime Consultant Cost Computations



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

TTY: 1-800-833-6388
www.wsdot.wa.gov

September 6, 2023

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

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Nicole Edmondson:

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

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

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

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

Regards,


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

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

Exhibit D-1
 38th Avenue Street Improvements - CM Budget
 City of Camas, Washington
 Thursday, June 13, 2024

PBS

Task and Description	PBS Engineering and Environmental (Engineering/Management)													PBS	Columbia West	GTEng	Exceltech	SUB	BUDGET AMOUNT
	Principal Engineer	Engineer VII	Engineer VI	Engineering Staff II	Landscape/Planning V	Survey VI	Survey IV	Survey II	Survey 2-Person Crew	UAS Operator II	Construction IV	Project Administrator II	Expense	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	
Task 13: Project Management and Coordination														8,446.00	0.00	0.00		0.00	8,446.00
Sub-Task 13.1: Contract Administration, Invoicing, and Progress Reports		10.00										10.00		3,210.00				0.00	\$3,210.00
Sub-Task 13.2: Preconstruction and Kickoff Meetings		4.00	4.00								4.00	4.00		2,716.00				0.00	\$2,716.00
Sub-Task 13.3: Utility Coordination		4.00	8.00											2,520.00				0.00	\$2,520.00
Sub-Task 14: Construction Survey and Staking														86,320.00	0.00	0.00		0.00	86,320.00
Sub-Task 14.1: Construction Staking						10.00	145.00		216.00	20.00			500.00	72,790.00				0.00	\$72,790.00
Sub-Task 14.2: Monumentation						6.00	40.00		32.00					13,530.00				0.00	\$13,530.00
Sub-Task 15: Construction Management and Engineering														203,050.00	0.00	10,020.92		10,020.92	213,070.92
Sub-Task 15.1: Manage Record of Materials (ROM)		80.00									120.00	120.00		48,080.00				0.00	\$48,080.00
Sub-Task 15.2: On-Site Meetings		70.00									70.00	500.00		22,970.00				0.00	\$22,970.00
Sub-Task 15.3: Material Submittals		80.00		104.00	16.00						80.00			40,920.00				0.00	\$40,920.00
Sub-Task 15.4: Construction Administration and Engineering		240.00									120.00			64,920.00				0.00	\$64,920.00
Sub-Task 15.5: Response to Questions and Change Orders		80.00		20.00							60.00			26,160.00		10,020.92		10,020.92	\$36,180.92
Sub-Task 16: Construction Observation														224,968.00	45,000.00	0.00	192,369.60	237,369.60	462,337.60
Sub-Task 16.1: Site Visits		8.00	36.00									100.00		10,180.00				0.00	\$10,180.00
Sub-Task 16.2: Geotechnical Support		16.00	12.00	200.00							8.00	2,000.00		34,768.00				0.00	\$34,768.00
Sub-Task 16.3: Material Testing		16.00												4,320.00	\$45,000.00			45,000.00	\$49,320.00
Sub-Task 16.4: Inspection Services		10.00			30.00						1,100.00	500.00		175,700.00			\$192,369.60	192,369.60	\$368,069.60
Sub-Task 17: Traffic Support														7,284.00	0.00	0.00	0.00	0.00	7,284.00
Sub-Task 17.1: Construction Engineering		8.00		16.00							8.00			4,984.00				0.00	\$4,984.00
Sub-Task 17.2: As-Builts		4.00									4.00	8.00		2,300.00				0.00	\$2,300.00
Sub-Task 18: Project Closeout and As-Builts														20,384.00	0.00	0.00	0.00	0.00	20,384.00
Sub-Task 18.1: As-Builts		8.00		16.00	8.00	4.00		6.00	9.00		8.00	100.00		9,496.00				0.00	\$9,496.00
Sub-Task 18.2: Closeout Documentation		20.00									16.00	40.00		10,888.00				0.00	\$10,888.00
TOTAL HOURS	50.00	656.00	12.00	356.00	54.00	20.00	185.00	6.00	257.00	20.00	1,260.00	520.00							
HOURLY RATES	270.00	220.00	205.00	125.00	140.00	175.00	136.00	102.00	220.00	165.00	153.00	101.00							
TOTAL DOLLARS	13,500.00	144,320.00	2,460.00	44,500.00	7,560.00	3,500.00	25,160.00	612.00	56,540.00	3,300.00	192,780.00	52,520.00	3,700.00	550,452.00	45,000.00	10,020.92	192,369.60	247,390.52	797,842.52



Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: LA 9919 PBS Engineering and Environmental 1325 SE Tech Center Dr., Suite 140 Vancouver WA, 98683					
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	Max All Inclusive Hourly Billing Rate	Actual All Inclusive Hourly Billing Rate NTE
		177.39%	30.00%		
Principal Scientist/Planner	\$ 73.74	\$130.81	\$22.12	\$226.67	\$225.00
Principal Geologist/Manager	\$ 66.88	\$118.64	\$20.06	\$205.58	\$205.00
Sr. Hydrogeologist II	\$ 70.00	\$124.17	\$21.00	\$215.17	\$180.00
Senior Scientist/Planner I	\$ 54.60	\$96.85	\$16.38	\$167.83	\$165.00
Sr. Environmental/Regulatory Specialist	\$ 52.88	\$93.80	\$15.86	\$162.55	\$160.00
Sr. Env Compliance Monitor	\$ 44.77	\$79.42	\$13.43	\$137.62	\$135.00
Project Geologist/Scientist/Planner I	\$ 38.00	\$67.41	\$11.40	\$116.81	\$116.00
Project Env. Regulatory Specialist	\$ 42.90	\$76.10	\$12.87	\$131.87	\$130.00
Project Env. Compliance Monitor	\$ 42.90	\$76.10	\$12.87	\$131.87	\$130.00
Staff Geologist/Scientist/Planner II	\$ 38.00	\$67.41	\$11.40	\$116.81	\$115.00
Field Scientist / Planner	\$ 26.00	\$46.12	\$7.80	\$79.92	\$79.00
Principal Engineer	\$ 100.96	\$179.09	\$30.29	\$310.34	\$270.00
Engineer VIII	\$ 88.37	\$156.76	\$26.51	\$271.64	\$235.00
Engineer VII	\$ 74.52	\$132.19	\$22.36	\$229.07	\$220.00
Engineer VI	\$ 67.30	\$119.38	\$20.19	\$206.87	\$205.00
Engineer V	\$ 60.10	\$106.61	\$18.03	\$184.74	\$184.00
Engineer IV	\$ 51.92	\$92.10	\$15.58	\$159.60	\$159.00
Engineering Staff III	\$ 45.67	\$81.01	\$13.70	\$140.39	\$140.00
Engineering Staff II	\$ 40.87	\$72.50	\$12.26	\$125.63	\$125.00
Engineering Staff I	\$ 36.06	\$63.97	\$10.82	\$110.84	\$110.00
Engineering Technician	\$ 21.00	\$37.25	\$6.30	\$64.55	\$64.00
Design Technician IV	\$ 45.00	\$79.83	\$13.50	\$138.33	\$138.00
Design Technician III	\$ 42.50	\$75.39	\$12.75	\$130.64	\$130.00
Engineering Geologist	\$ 51.44	\$91.25	\$15.43	\$158.12	\$158.00
Landscape/Planning VII	\$ 58.89	\$104.46	\$17.67	\$181.02	\$180.00
Landscape/Planning V	\$ 45.67	\$81.01	\$13.70	\$140.39	\$140.00
Landscape/Planning II	\$ 29.00	\$51.44	\$8.70	\$89.14	\$89.00
Landscape/Planning I	\$ 27.00	\$47.90	\$8.10	\$83.00	\$83.00
Construction IV	\$ 50.00	\$88.70	\$15.00	\$153.70	\$153.00
Construction III	\$ 37.50	\$66.52	\$11.25	\$115.27	\$115.00
Construction II	\$ 36.00	\$63.86	\$10.80	\$110.66	\$110.00
Survey VII	\$ 67.31	\$119.40	\$20.19	\$206.90	\$200.00
Survey VI	\$ 57.69	\$102.34	\$17.31	\$177.33	\$175.00
Survey V	\$ 52.00	\$92.24	\$15.60	\$159.84	\$155.00
Survey IV	\$ 44.50	\$78.94	\$13.35	\$136.79	\$136.00
Survey III	\$ 40.00	\$70.96	\$12.00	\$122.96	\$122.00



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

***Includes Equipment**

Sub-consultant Cost Computations

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



**Washington State
Department of Transportation**

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

TTY: 1-800-833-6388
www.wsdot.wa.gov

5/23/2023

Exeltech Consulting, Inc.
8729 Commerce Place Drive, Suite A
Lacey, WA 98516

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Michelle Rhodes:

Based on Washington State Department of Transportation’s (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 188.96% (rate includes 0.52% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Schatzie Harvey

[Schatzie Harvey \(May 23, 2023 15:50 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

May 23, 2023

SH:HK

Project Name - 38th Ave Phase 3 CM

	Kevin W. Deputy	Rick R Construction Project Coordinator 3	Juliann C. Administrative Assistant 3
Phases/Tasks/SubTasks			
		\$259.89	\$104.90
			\$109.60
100 Project Management and Coordination			
100.1 Project Management and Coordination		40	10
Subtotal	50	40	10
200 Pre-Construction Services			
200.1 Preconstruction Meeting			2
200.2 Preconstruction Site Photos/Plan Review			8
Subtotal	10	0	10
300 Construction Phase Services (Contract Administration)			
300.1 Construction Progress Meetings			
300.2 Submittal Management			
300.3 Document and Submittal Tracking			
300.4 Claims/Change Order Administration			
300.5 Monthly Contractor Payments			
300.6 Project Closeout			
Subtotal	0	0	0
400 Construction Services			
400.1 Construction Inspection Services			1660
Subtotal	1660	0	1660
Total Hours	1720	40	1670
			10
Total Cost	\$186,674.60	\$10,395.60	\$175,183.00
			\$1,096.00
Mileage (8500 miles at \$0.67/mi)	\$	5,695.00	
Total		\$192,369.60	

Actuals Not To Exceed Table

City of Camas - 38th Ave
 Phase 3 CM Services
 Exeltech Consulting, Inc.
 8729 Commerce Place Drive, Suite A Lacey, WA 98516

WSDOT Job Classifications	Direct Labor Hourly Billing Rate NTE	IDC Rate 188.96%	Profit Rate 30% of Direct Labor	Total Hourly Rate
ADMINISTRATIVE ASSISTANT 3	\$35.80	\$67.65	\$10.74	\$114.19
ADMINISTRATIVE ASSISTANT 5	\$57.50	\$108.65	\$17.25	\$183.40
BRIDGE ENGINEER 3	\$51.49	\$97.30	\$15.45	\$164.23
BRIDGE ENGINEER 5	\$55.00	\$103.93	\$16.50	\$175.43
BRIDGE ENGINEER 7	\$75.75	\$143.14	\$22.73	\$241.61
CIVIL ENGINEER 3	\$54.98	\$103.89	\$16.49	\$175.36
CIVIL ENGINEER 4	\$61.18	\$115.61	\$18.35	\$195.14
CONSTRUCTION PROJECT COORDINATOR 2	\$48.47	\$91.59	\$14.54	\$154.60
CONSTRUCTION PROJECT COORDINATOR 3	\$53.72	\$101.51	\$16.12	\$171.35
CONSTRUCTION PROJECT COORDINATOR 4	\$62.00	\$117.16	\$18.60	\$197.76
DEPUTY	\$85.23	\$161.05	\$25.57	\$271.85
DIRECTOR	\$97.40	\$184.05	\$29.22	\$310.67
DRAFTING TECHNICIAN 3	\$39.97	\$75.53	\$11.99	\$127.49
ENGINEER	\$37.08	\$70.07	\$11.12	\$118.27
ENVIRONMENTAL ENGINEER 4	\$63.86	\$120.67	\$19.16	\$203.69
ENVIRONMENTAL SPECIALIST 3	\$44.50	\$84.09	\$13.35	\$141.94
ENVIRONMENTAL SPECIALIST 5	\$56.08	\$105.97	\$16.82	\$178.87
SENIOR GRAPHIC DESIGNER	\$45.00	\$85.03	\$13.50	\$143.53
TRANSPORTATION ENGINEER 5	\$57.69	\$109.01	\$17.31	\$184.01
TRANSPORTATION PLANNING SPECIALIST 5	\$64.57	\$122.01	\$19.37	\$205.95



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

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 29, 2023

Global Transportation Engineering Corporation
227 SW Pine St, Ste 220
Portland, OR 97204-2700

Subject: Acceptance FYE 2022 ICR – Audit Office Review

Dear Schuyler P. Robertson:

Transmitted herewith is the WSDOT Audit Office’s memo of “Acceptance” of your firm’s FYE 2022 Indirect Cost Rate (ICR) of 88.79% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,

A handwritten signature in black ink that reads 'Schatzie Harvey'.

[Schatzie Harvey \(Aug 30, 2023 12:25 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

Table 1: 38th Ave CE Services Estimated Budget April 29, 2024		GTEng						Total Hours By Task	Total Labor By Task	Total Expenses By Task	Grand Total By Task
		Principal/Project Manager 3 (Beckwith)	Sr. Engineering Associate 4 (Sperling)	Engineering Associate 1 (Kou)	Tech XIV (Stephens)		Expenses				
Task Description											
CE Services		22	30	40	8						
<i>Total Hours</i>		22	30	40	8	0	\$ 100.00				
<i>Hourly Rate</i>		\$128.08	\$110.74	\$81.52	\$65.02	\$81.12					
		\$10,020.92									
								TOTAL HOURS	TOTAL WAGES	TOTAL EXPENSES	PROJECT TOTAL
								100	\$ 9,920.92	\$ 100.00	\$ 10,020.92
								SUB TOTAL:		\$10,020.92	
Contingency Task Description											
							\$ -				
							\$ -				
<i>Total Hours</i>		0	0		0	0	\$ -				
<i>Hourly Rate</i>		\$128.08	\$110.74		\$65.02	\$81.12					
Totals - By Consultant								\$0.00			
								TOTAL HOURS	TOTAL WAGES	TOTAL EXPENSES	PROJECT TOTAL
								0	\$ -	\$ -	\$ -
								SUB TOTAL:		\$0.00	
								GRAND TOTAL: \$ 10,020.92			

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Global Transportaton Engineering 227 SW Pine St, Suite 220 Portland, OR 97204					
Job Classifications	Direct Labor Hourly Billing Rate NTE		Overhead NT	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
			88.79%	30.00%	
Principa/Project Manager 3	\$	58.54	\$51.98	\$17.56	\$128.08
Sr. Project Engineer 3	\$	58.54	\$51.98	\$17.56	\$128.08
Sr Engineering Assoc 4	\$	50.61	\$44.94	\$15.18	\$110.74
Engineering Associate 1	\$	37.26	\$33.08	\$11.18	\$81.52
Engineering Associate 2	\$	35.24	\$31.29	\$10.57	\$77.10
Tech XIV	\$	29.72	\$26.39	\$8.92	\$65.02
Admin	\$	45.22	\$40.15	\$13.57	\$98.94



Staff Report – Consent Agenda

August 5, 2024 Council Regular Meeting

NW 16th Avenue Pavement Repairs Reject all Bids (Submitted by James Carothers, Engineering Manager)

Phone	Email
360.817. 7230	jcarothers@cityofcamas.us

BACKGROUND: On June 17, 2024 staff publicly advertised the NW 16th Avenue Pavement Repairs contract to small works roster participants. This contract included pavement repairs to correct deficiencies, rehabilitate failed pavement sections and increase service life.

SUMMARY: On July 3, 2024 staff received five bid proposals and held a public bid opening. The low bidder, Quams Handyman, claimed error and withdrew their bid as they could not fulfill the contract obligations. The second and third place bidders, Granite Construction Company and Lakeside Industries, failed to sign their bid proposals resulting in invalid bids.

BUDGET IMPACT: This project is funded through the Pavement Preservation Program.

RECOMMENDATION: Staff recommends rejecting all bids and re-bidding this project in the near future.



I, Will Noonan, hereby certify that these bid tabulations are correct.
 DocuSigned by: Will Noonan 7/16/2024
 Will Noonan, Operations Manager Date
 0633194FB91E49F...

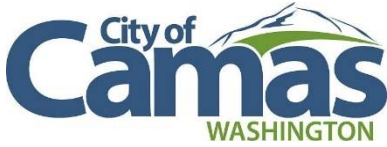
PROJECT NO. STR24001C				Engineer's Estimate:		The Quam's Handyman		Granite Construction Company		Lakeside Industries		Western United Civil Group		Clark and Sons Excavating Inc	
DESCRIPTION: 2024 NW 16th Ave Pavement Repairs						13215 SE Mill Plain Blvd #C8 Vancouver WA 98684		16821 SE McGillvray Blvd Ste 210B Vancouver WA 98663		PO Box 7016 Issaquah WA 98027		PO Box 236 Yacolt WA 98675		7601 NE 289th St Battle Ground WA 98604	
2024 Pavement Preservation				Ent. By		jalayadhi04@gmail.com		bid.vancouver@gcinc.com				josiah@westernucg.com		josh.clarkandsons@gmail.com	
DATE OF BID OPENING: 7-3-2024				MP		\$ 233,140.00		360-513-6627		360-606-1335		425-313-2600		360-450-7378	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Mobilization	LS	1	\$19,000.00	\$19,000.00	\$13,500.00	\$13,500.00	\$22,250.00	\$22,250.00	\$ 18,654.00	\$ 18,654.00	\$30,000.00	\$30,000.00	\$12,500.00	\$12,500.00
2	Flaggers	HR	160	\$120.00	\$19,200.00	\$70.00	\$11,200.00	\$85.00	\$13,600.00	\$ 90.00	\$ 14,400.00	\$75.00	\$12,000.00	\$85.00	\$13,600.00
3	Project Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$12,900.00	\$12,900.00	\$10,000.00	\$10,000.00	\$ 16,300.00	\$ 16,300.00	\$15,000.00	\$15,000.00	\$1,200.00	\$1,200.00
4	PCMB	DAY	14	\$480.00	\$6,720.00	\$285.00	\$3,990.00	\$200.00	\$2,800.00	\$ 230.00	\$ 3,220.00	\$350.00	\$4,900.00	\$300.00	\$4,200.00
5	HMA CL 1/2" PG 64-22	TON	950	\$140.00	\$133,000.00	\$90.00	\$85,500.00	\$165.00	\$156,750.00	\$ 135.00	\$ 128,250.00	\$160.00	\$152,000.00	\$177.00	\$168,150.00
6	Bituminous Planing	SY	5,180	\$4.00	\$20,720.00	\$15.00	\$77,700.00	\$6.00	\$31,080.00	\$ 9.00	\$ 46,620.00	\$12.00	\$62,160.00	\$17.00	\$88,060.00
7	Manhole Adjustment	EA	7	\$3,000.00	\$21,000.00	\$1,200.00	\$8,400.00	\$2,000.00	\$14,000.00	\$ 3,125.00	\$ 21,875.00	\$3,000.00	\$21,000.00	\$3,200.00	\$22,400.00
8	Valve Can Adjustment	EA	7	\$500.00	\$3,500.00	\$1,200.00	\$8,400.00	\$200.00	\$1,400.00	\$ 875.00	\$ 6,125.00	\$650.00	\$4,550.00	\$300.00	\$2,100.00
9	Minor Change (min bid \$5000)	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Subtotal				\$233,140.00		\$226,590.00		\$256,880.00		\$ 260,444.00		\$306,610.00		\$317,210.00	
Sales Tax (8.5%) Exempt				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Contract Total (Basis of Award)				\$233,140.00		\$226,590.00		\$256,880.00		\$ 260,444.00		\$306,610.00		\$317,210.00	
										*proposal not signed		*proposal not signed			
										bidder information page not included					



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

Signed by: James E. Carothers 7/29/2024
 James E. Carothers, PE Date

PROJECT NO. W1045				Engineer's Estimate:		McDonald Excavation		Western United Civil Group LLC		Halme Excavating Inc		Thompson Bros Excavating		Clark and Sons Excavating Inc		SLE Inc		Grade Werks Excavating LLC		Tapani		
DESCRIPTION: SR500 12in Waterline Relocation				\$225,787.00		4120 S Lincoln St Washougal WA 98671		PO Box 236 Yacolt WA 98675		22514 NE 72nd Ave Battle Ground WA 98604		18211 NE Fourth Plain Rd Vancouver WA 98682		7601 NE 289th St Battle Ground WA 98604		6000 NE 88th St Ste B101 Vancouver WA 98665		PO Box 1349 Battle Ground WA 98604		1705 SE 9th Ave Battle Ground WA 98604		
DATE OF BID OPENING: 7/25/24 @ 10am				Ent. By MP		jeff@mcdonaldecavatinginc.com		joshiah@westernucg.com		office@halmepnw.com		steve@tbeinc.us		josh.clarkandsons@gmail.com		brandt@steinc.biz		info.gwe@yahoo.com		lancet@tapani.com		
				360-835-8794		360-450-7378		360-687-7399		360-254-7056		360-803-0033		360-687-5465		360-888-5805		360-687-1148				
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	
1	Minor Changes (min bid \$5000)	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
2	Construction Documentation (min bid \$10000)	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
3	Mobilization (10%)	1	LS	\$19,100.00	\$19,100.00	\$15,000.00	\$15,000.00	\$17,000.00	\$17,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$4,964.00	\$4,964.00	\$5,500.00	\$5,500.00	\$15,000.00	\$15,000.00	\$22,200.00	\$22,200.00	
4	Project Temporary Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$38,000.00	\$38,000.00	\$12,000.00	\$12,000.00	\$12,983.00	\$12,983.00	\$33,000.00	\$33,000.00	\$30,000.00	\$30,000.00	\$24,000.00	\$24,000.00	
5	Trench Safety System (min bid \$2000)	1	LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	
6	Testing and Flushing Water System	1	LS	\$3,000.00	\$3,000.00	\$2,100.00	\$2,100.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$2,200.00	\$2,200.00	\$3,024.00	\$3,024.00	\$5,000.00	\$5,000.00	\$2,250.00	\$2,250.00	\$2,500.00	\$2,500.00	
7	Ductile Iron Pipe for Water Main, 12 in. diam.	315	LF	\$310.00	\$97,650.00	\$244.00	\$76,860.00	\$225.00	\$70,875.00	\$220.00	\$69,300.00	\$295.00	\$92,925.00	\$364.00	\$114,660.00	\$317.00	\$99,855.00	\$290.00	\$91,350.00	\$325.00	\$102,375.00	
8	Ductile Iron Fitting, 18 in. diam. MJ Bend 11.25 deg	1	EA	\$4,000.00	\$4,000.00	\$2,700.00	\$2,700.00	\$1,900.00	\$1,900.00	\$1,750.00	\$1,750.00	\$2,500.00	\$2,500.00	\$3,014.00	\$3,014.00	\$2,295.00	\$2,295.00	\$3,250.00	\$3,250.00	\$2,400.00	\$2,400.00	
9	Ductile Iron Fitting, 18x12 in. diam. Reducer	1	EA	\$2,600.00	\$2,600.00	\$1,800.00	\$1,800.00	\$1,300.00	\$1,300.00	\$1,400.00	\$1,400.00	\$1,600.00	\$1,600.00	\$2,020.00	\$2,020.00	\$1,785.00	\$1,785.00	\$1,750.00	\$1,750.00	\$1,600.00	\$1,600.00	
10	Ductile Iron Fitting 12 in. diam. MJ Bend 22.5 deg	1	EA	\$1,200.00	\$1,200.00	\$950.00	\$950.00	\$650.00	\$650.00	\$900.00	\$900.00	\$1,250.00	\$1,250.00	\$1,105.00	\$1,105.00	\$1,250.00	\$1,250.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	
11	Ductile Iron Fitting, 12x6 in. diam. Tee	1	EA	\$1,600.00	\$1,600.00	\$1,450.00	\$1,450.00	\$900.00	\$900.00	\$1,150.00	\$1,150.00	\$1,250.00	\$1,250.00	\$1,037.00	\$1,037.00	\$1,470.00	\$1,470.00	\$900.00	\$900.00	\$1,300.00	\$1,300.00	
12	Butterfly Valve for Water Mains, 12 In.	1	EA	\$7,300.00	\$7,300.00	\$3,850.00	\$3,850.00	\$3,400.00	\$3,400.00	\$3,400.00	\$3,400.00	\$4,000.00	\$4,000.00	\$3,332.00	\$3,332.00	\$3,990.00	\$3,990.00	\$3,700.00	\$3,700.00	\$2,900.00	\$2,900.00	
13	Ductile Iron Fitting 12 In. Diam. Coupling	1	EA	\$1,200.00	\$1,200.00	\$1,650.00	\$1,650.00	\$1,200.00	\$1,200.00	\$1,400.00	\$1,400.00	\$1,200.00	\$1,200.00	\$1,410.00	\$1,410.00	\$1,765.00	\$1,765.00	\$1,200.00	\$1,200.00	\$1,600.00	\$1,600.00	
14	Ductile Iron Fitting, 12 In. Daim. Sleeve	1	EA	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$850.00	\$850.00	\$1,200.00	\$1,200.00	\$2,152.00	\$2,152.00	\$1,185.00	\$1,185.00	\$850.00	\$850.00	\$1,000.00	\$1,000.00	
15	Hydrant Assembly	1	EA	\$8,500.00	\$8,500.00	\$9,000.00	\$9,000.00	\$10,500.00	\$10,500.00	\$9,800.00	\$9,800.00	\$12,000.00	\$12,000.00	\$10,565.00	\$10,565.00	\$8,140.00	\$8,140.00	\$9,500.00	\$9,500.00	\$9,600.00	\$9,600.00	
16	Combination Air Release/Vacuum Valve, 2 in.	1	EA	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00	\$4,300.00	\$4,300.00	\$9,000.00	\$9,000.00	\$4,917.00	\$4,917.00	\$6,200.00	\$6,200.00	\$2,000.00	\$2,000.00	\$8,100.00	\$8,100.00	
17	Service Connection, 1 in. diam.	1	EA	\$1,800.00	\$1,800.00	\$3,300.00	\$3,300.00	\$3,700.00	\$3,700.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$440.00	\$440.00	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00	\$3,700.00	\$3,700.00	
18	Connection to Existing System	2	EA	\$13,500.00	\$27,000.00	\$1,200.00	\$2,400.00	\$2,800.00	\$5,600.00	\$3,800.00	\$7,600.00	\$6,000.00	\$12,000.00	\$5,760.00	\$11,520.00	\$1,600.00	\$3,200.00	\$7,500.00	\$15,000.00	\$8,400.00	\$16,800.00	
19	Erosion Control and Water Pollution Control	1	LS	\$3,000.00	\$3,000.00	\$850.00	\$850.00	\$8,000.00	\$8,000.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00	\$1,200.00	\$1,200.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$4,200.00	\$4,200.00	
Subtotal					\$207,650.00		\$154,910.00		\$159,925.00		\$184,050.00		\$194,125.00		\$195,343.00		\$198,035.00		\$199,050.00		\$222,275.00	
Sales Tax (7.8%)					\$16,196.70		\$12,082.98		\$12,474.15		\$14,355.90		\$15,141.75		\$15,236.75		\$15,446.73		\$15,525.90		\$17,337.45	
Total					\$223,846.70		\$166,992.98		\$172,399.15		\$198,405.90		\$209,266.75		\$210,579.75		\$213,481.73		\$214,575.90		\$239,612.45	
													*proposal bond not included		*mandatory bidder info page not included							



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

City of Camas
 Indigent Defense Services

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Keller Law PLLC, hereinafter referred to as the "Contractor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Contractor is retained by the City to perform professional services in connection with the project designated as the Indigent Defense Services.
2. Scope of Services. Contractor 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. Contractor shall perform all services and provide all work product required pursuant to this agreement for a term of two (2) years from date of signing, 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 26 of this Agreement.
4. Payment. The Contractor shall be paid by the City for completed work and for services rendered as outlined in Exhibit B of this agreement as follows:
 - a. Payment for the work provided by Contractor shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Contractor shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in Exhibit "C".
 - b. 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.
 - c. The Contractor'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 seven (7) years after final payment. Copies shall be made available upon request.
5. Compliance with Laws. Contractor 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.
6. Indemnification. Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

7. Contractor's Liability Insurance.

- a. Insurance Term. The Contractor 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 Contractor, its agents, representatives, or employees.
- b. No Limitation. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor 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. Contractor shall obtain insurance of types and coverage described below:
 1. Professional Liability insurance appropriate to the contractor'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.
 2. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 3. Verification. Contractor 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 Contractor before commencement of the work.
- d. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor'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. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor from the City.

8. Independent Contractor. The Contractor and the City agree that the Contractor is an independent Contractor 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 Contractor nor any employee of Contractor 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 Contractor, or any employee of Contractor.

9. Covenant Against Contingent Fees. The Contractor warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, 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.
10. Discrimination Prohibited. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the Americans with Disabilities Act of 1990 (42 USC Chapter 126 Section 12101 et. seq.)
11. 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. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
12. Assignment. The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
13. 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.
14. 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.
15. Notices. Notices to the City of Camas shall be sent to the following address:
 Jennifer Gorsuch
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7013
 EMAIL: jgorsuch@cityofcamas.us

Notices to Contractor shall be sent to the following address:

Amanda Keller
 Keller Law PLLC
 1920 Broadway Street
 Vancouver, WA 98663
 PH: 360-771-0421
 EMAIL: amanda@akellerlaw.com

16. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Contractor 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 Contractor. 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 hereof and such other provisions shall remain in full force and effect.
17. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
18. 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.
19. 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.
20. Counterparts. Each individual executing this Agreement on behalf of the City and Contractor 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.
21. Contract Modification, Suspension or Termination by City for Cause.
 Upon proper notice, this Contract may be modified, suspended or terminated by the City, if the City determines Contractor is not in compliance with the terms of this Contract. The City may terminate this Contract for cause for reasons including, but not limited to the following:
- a) Contractor' s material breach of this Contract including material misuse of contract funds;
 - b) Contractor' s willful or habitual disregard of the procedures required by the court(s) in which Contractor provides services;
 - c) Contractor' s demonstrated continued inability to adequately serve the interests of its contract clients;
 - d) Contractor' s willful or habitual failure to abide by minimum standards of performance and rules of professional ethics; and
 - e) Other cause which has substantially impaired Contractor' s ability to provide adequate legal services under this Contract or fulfill the obligations of this Contract.

The City shall first provide Contractor with the problem areas and expected corrections in writing. The City may modify, suspend or terminate the Contract if the remedial actions of Contractor are not deemed adequate by the City. At the sole discretion of the City, cases already assigned to Contractor may be reassigned, or Contractor shall be responsible for the completion of all cases previously assigned to Contractor. When Contractor receives the City' s notice of termination for cause, Contractor shall not accept any additional cases under this Contract, unless the City otherwise agrees in writing.

22. Funding Modification, Suspension or Termination
 The City may propose to modify, suspend or terminate this Contract if the City reasonably believes, and can establish by a preponderance of the evidence, that funds will not be sufficient to pay anticipated costs of indigent defense contracts.

The City shall ensure sufficient funds are available to pay Contractor for any base pay, and additional compensation as outlined in the agreement for clients appointed to Contractor, prior to any modification, suspension or termination.

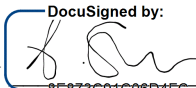
- 23. Modification, Suspension or Termination Due to Legislative Action or Court Interpretation.
The City may modify, suspend or terminate this Contract due to amendments to or court interpretations of state or federal statutes that make some or all contract services ineligible for funding.
- 24. Contract Modification, Suspension or Termination by Contractor.
Upon proper notice, Contractor may terminate this Contract for cause should the City materially breach any duty or obligation under this Contract. Contractor may seek to modify, suspend or terminate this Contract for reasons other than material breach, upon proper notice to the City.
- 25. Notice of Contract Modification, Suspension or Termination.
A notice to modify, suspend or terminate this Contract shall:
 - a) be in writing;
 - b) state the reasons therefor and may specify what may be done to avoid the modification, suspension, or termination;
 - c) become effective for willful breach not less than 30 days from delivery of the notice by certified mail or in person;
 - d) and become effective not less than 120 days from delivery by certified mail or in person for non-willful breach.
- 26. Right to Terminate Contract. Termination of the contract by either party may be requested with one hundred twenty (120) days written notice. Written notice shall be delivered by certified mail or hand delivered. The one hundred twenty (120) day notice begins when written notice is received by the City. The contractor 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. If the contract is terminated or not renewed, contractor has the duty to complete all cases assigned under this agreement. The provisions of this agreement shall continue in full force and effect beyond the expiration date of the agreement, without additional compensation, until all assigned cases have been completed.
- 27. City Not Obligated to Third Parties.
The City shall not be liable to any person or entity other than Contractor because of this Contract. Contractor agrees to hold the City harmless and to defend any action arising against the City because of the alleged negligent or intentional misconduct of Contractor, its employees, independent contractors or agents. In the event of a claim, The City shall promptly tender defense of said claim to Contractor.

DATED this _____ day of _____, 2024.

CITY OF CAMAS:

KELLER LAW PLLC:
Authorized Representative

By _____

By  _____
8E873C91C06D4FC...

Print Name _____

Print Name Amanda Shields

Title _____

Title Attorney/Owner

Date 7/25/2024

EXHIBIT "A" SCOPE OF SERVICES

Keller Law PLLC will provide Public Defender services for indigent criminal defendants for the City of Camas. Scheduling and the method of assignment of indigent defense attorneys is the responsibility of the Camas Washougal Municipal Court.

The City shall be responsible for the cost of providing conflict counsel, upon the court's approval of Contractor's withdrawal from representation. Contractor will act as secondary conflict counsel for the City of Washougal, as needed, pursuant to ongoing practice and agreement between the cities.

Each attorney who will provide services under this contract is admitted to practice law in the State of Washington and has been actively engaged in the practice of law for a minimum of one year prior to entry of this contract. Each attorney has practical experience in criminal law and meets Standard Fourteen, Qualifications of Attorneys, of the Washington Supreme Court's *Standards for Indigent Defense Services* for the level of case complexity for which Keller Law PLLC is contracting. All associates are fully qualified to perform the professional services hereinafter set forth in this agreement.

These representational services shall include lawyer services and appropriate support staff services, sentencing advocacy, investigatory, and legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, and preparation for and appearance at court proceedings. Representation by Keller Law PLLC continues until authorized, by written court order, to withdraw or judgment and sentence are entered.

Court for Camas defendants is in session every Thursday under the following schedule:

- 8:30am Arraignments/reviews/pleas/PV's (can be via Zoom with Judge approval)
- 9:00am Warrants
- 9:30am In custody docket arraignments/reviews/pleas/PV's
- 10:30am Infraction docket

Pre-trials are held on the 2nd and 4th Tuesdays of the month at 1:30 pm at the Camas-Washougal Municipal Court.

Trials are held Wednesday, Thursday and Friday at Clark County District Court starting at 8:30am. Camas has approximately 2-5 trials per year.

Keller Law PLLC shall be available to meet with all indigent defendants assigned a Public Defender. In addition, Keller Law PLLC will be responsible for requesting and reviewing any and all discovery including Body Worn Camera video, negotiating, or otherwise discussing the case with the prosecuting attorney(s), interviewing witnesses if applicable, drafting, filing and arguing motions as appropriate, any and all trial preparation, and any other necessary work between appointment to the case and complete resolution.

Keller Law PLLC shall provide to the Camas Police Department their telephone number at which they may be reached for "critical stage" advice to defendants during police investigations pertaining to a misdemeanor or gross misdemeanor case and/or arrest twenty-four (24) hours each day, three-hundred and sixty-five (365) days per year.

Keller Law PLLC shall provide all other services required by federal law, state law, local law, rules of professional conduct, and/or any other law(s) or regulation(s) pertaining to representation of indigent defendants.

All services and representation by Keller Law PLLC shall be consistent with the Indigent Defense Standards.

The Standards are adopted by The City of Camas and the Washington Supreme Court Standards for Indigent Defense and comply with all professional rules and standards.

Contractor shall adopt and maintain practices that best ensure attorney contact with clients; e. g., visiting and/ or talking with in-custody clients on a regular basis. Contractor shall provide each client with the time and effort necessary to ensure effective representation. Contractor shall not allow non- contract work to interfere with adequate representation of court- appointed clients under this and any other indigent defense contract with the City, or another entity.

Contractor shall not charge or accept any fee or other compensation for services rendered pursuant to this Contract, except as provided for herein.

Contractor shall present the City with a monthly report of case appointments. The reports are due monthly. The purpose of the monthly reports is for Contractor, and City to accurately account for Contract services.

At least annually, Contractor shall report non-public defense legal services, including the number and types of private cases. RCW 10. 101. 050.

The City and Contractor will periodically review the number of appointments to the Contractor.

Contractor shall have Internet access, voice mail, answering machine and/or an answering service, and an email address available to the City, Judges, court administration and staff, and prosecutors.

Contractor shall maintain an office in or within 20 miles of The City of Camas and maintain sufficient staff, resources and/or other means to ensure timely court appearances and timely meetings and contacts with clients and others in order for Contractor to perform contract services.

Retention of the City of Camas indigent defense client files shall be at least seven years after the judgment in the case is entered.

Once each year, Contractor shall attend a Continuing Legal Education (CLE) seminar or training approved by the Washington State Office of Public Defense relating to criminal defense.

Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to the services performed under this Contract. Such laws include, but are not limited to, those pertaining to tax liability, workers compensation and independent contractor status.

Contractor shall comply with all federal, state and local non- discrimination laws and requirements.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

Keller Law PLLC shall be paid a flat monthly rate of \$5,000 per month for the term of the contract for routine legal services as outlined below.

Routine tasks are those typically encountered in most criminal defense cases and include:

- Initial client consultation and ongoing communication
- Case investigation and fact-finding
- Legal research and case strategy development
- Drafting, filing, and arguing motions
- Representation in court hearings
- Negotiation with prosecutors for plea agreements
- Preparation and submission of necessary legal documents
- Sentencing hearings

The City and Contractor agree that the compensation set out in this contract is based on an anticipated approximate number of case appointments historically provided, ranging from 300-500. Additional compensation may not be sought unless there is a substantial increase in the number of case appointments.

TRIALS:

Keller Law PLLC shall be paid at a rate of \$267/day that trial is in session. This price includes trial preparation.

Non-routine tasks are those that go beyond the standard scope of work and may include specialized services or activities requiring significant additional time and resources. Examples of non-routine tasks include:

- Complex or extensive investigations
- Expert witness fees and preparation
- Investigator fees
- Transcriptionist services
- Specialized forensic analysis
- Handling high-profile cases with extensive media coverage

The City is responsible for payment of pre-approved non-attorney services (as outlined above) separately from this contract, not to exceed \$200/month. These services shall be covered off the approved expert services list provided by Clark County at the rate approved by the County.

EXHIBIT "C"
BILLING RATES

Keller Law PLLC shall be paid a flat monthly rate of \$5,000 per month for the term of the contract for routine legal services as outlined in Exhibit B.

Keller Law PLLC shall be paid at a rate of \$267/day that trial is in session as outlined in Exhibit B. This price includes trial preparation. Invoices shall be provided to the City for trial services.



Quoted By: Christina Young
Quote Expiration: 12/02/24
Quote Name: Camas-ERP-Additional EPL Full Users and Read Only

SaaS Term 1.00

Sales Quotation For:

Shipping Address:

City of Camas
616 NE 4th Ave Ste F
Camas WA 98607-2166

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Civic Services			
Community Development Suite	15	0	\$ 26,625.00
Enterprise Permitting & Licensing View Only License	15	0	\$ 6,210.00
TOTAL		0	\$ 32,835.00

Summary

Total Tyler License Fees

One Time Fees

\$ 0.00

Recurring Fees

\$ 0.00

Total SaaS

\$ 0.00

\$ 32,835.00

2024-476534-H0Y9W2

CONFIDENTIAL

Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 0.00	\$ 32,835.00
Contract Total	\$ 32,835.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

2024 Citizen Appointment

Item 17.

Board/ Committee/ Commission	Term	Full Name	Appointment	Term Expiration
Parking Advisory Committee	4 Years	Justin Lottig	Appointment	12/31/2027

RESOLUTION NO. 24-013

A RESOLUTION approving the Parks Impact Fees (PIF) Update dated July 2024, and adopting from the PIF Update the PIF eligible projects, the calculation of the park impact fees, and establishing an effective date of January 1, 2025.

WHEREAS, the City last adopted updated Park Impact Fees in 2018 via Resolution 18-011; and,

WHEREAS, the Washington State Legislature created new rules effective January 1, 2024 which provides that impact fees shall reflect the proportionate impact of new housing units to produce a proportionally lower impact fee for smaller housing units; and,

WHEREAS, the Council of the City of Camas commissioned FCS Group to prepare an update to the Camas park and open space impact fees; and

WHEREAS, FCS Group has submitted to the Council its “Camas Parks and Recreation Parks Impact Fee Update, July 2024”; and

WHEREAS, the City Council has considered the update and the recommendations set forth therein;

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

Section I

The Council hereby approves and accepts the Camas Parks and Recreation Parks Impact Fee Update, dated July 2024, as prepared by FCS Group.

Section II

The Council hereby adopts, for the purpose of establishing PIF eligible projects, Appendix A of the Parks Impact Fee Update.

Section III

Pursuant to RCW 82.02.060(1), which provides that any impact fee schedule shall reflect the proportionate impact of new housing units based on the square footage, number of bedrooms, or trips generated, the park and open space impact fees for the City of Camas are hereby set at the sums as set forth herein effective as of January 1, 2025.

Residential Scaled by Square Footage (SF) *	Fee
0 to 1,000 SF	\$4,259
1,001 to 2,000 SF	\$7,802
2,001 to 2,600 SF	\$11,841
2,601 SF and above	\$13,549

*Per RCW 36.70A.681(a) PIF for Accessory Dwelling Units (ADU) shall not exceed 50% the charge of the principal dwelling unit.

Accessory Dwelling Units by SF	Fee
Principal Dwelling Unit sized 0 to 1,000 SF	\$2,129
Principal Dwelling Unit sized 1,001 to 2,000 SF	\$3,901
Principal Dwelling Unit sized 2,001 SF and above	\$4,259

Non-Residential Land Uses per SF **	Fee
Industrial	\$0.26
Retail	\$0.47
Office	\$0.48
Healthcare	\$0.63

**Per Chapter 3.88.135, custom calculations could be provided when a proposed land use does not match those above.

Section IV

The Council has determined that the park impact fee should be indexed to address inflation. The Council hereby adopts the Engineering News Record Construction Cost Index for the City of Seattle for the purposes thereof. Effective January 1, 2026, and annually thereafter, the park impact fee shall be adjusted pursuant to the adopted cost index as set forth therein and

further pursuant to the timeframes established through the annual Fee Schedule Update.

Section V

The Council hereby directs staff to update Chapter 3.88 of the Camas Municipal Code to reflect the provisions of RCW 82.02.060(1) and to reflect the calculations of the Park Impact Fees as shown in the Camas Parks and Recreation Parks Impact Fee Update, dated July 2024, as prepared by FCS Group.

Section VI

This Resolution shall have full force and effect as of January 1, 2025.

ADOPTED at a regular meeting of the Council of the City of Camas this ____ day of _____, 2024.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

City of Camas

Park Impact Fee Study

July 2024

Washington

7525 166th Avenue NE, Ste. D215
Redmond, WA 98052
425.867.1802

Oregon

5335 Meadows Road, Ste 330
Lake Oswego, OR 97035
503.841.6543

Colorado

PO Box 19114
Boulder, CO 80301-9998
719.284.9168

www.fcsgroup.com

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FCS GROUP
Solutions-Oriented Consulting

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Section I. INTRODUCTION

The City of Camas (City) is seeking to update its parks impact fee (PIF) to provide partial funding for the capital needs of its parks system. In 2022, the City engaged FCS GROUP to calculate a PIF update based on recent growth estimates, its parks project lists, and parks inventory data. The City provides parks and recreation services for all in its boundaries, and the City’s park planning efforts extend throughout the same boundaries. The City’s PIF is currently \$5,853 per dwelling unit.

The following sections provide the policy background upon which the PIF is based, as well as a general overview of the PIF calculation. The rest of the report details the specific data inputs and results of the PIF calculation.

I.A. POLICY

Park impact fees are enabled by state statutes, authorized by local ordinance, and constrained by the United States Constitution.

I.A.1. State Statutes

Impact fees are authorized by state law in RCW 82.02.050 through 82.02.110. By law, revenue from park impact fees shall be used for park system improvements that will reasonably benefit new development. The money may not be used to address system deficiencies, or maintenance and repair costs. The fees cannot exceed new development’s proportionate share of the improvement costs, and the revenue may be spent only for the public facilities which are addressed by the capital facilities plan element of an adopted comprehensive land use plan. Impact fee revenue must be spent within ten years after collection. In addition, the City cannot depend entirely on impact fees to fund capital costs; there must be some amount of funding from other local sources.

I.A.2. Local Ordinance

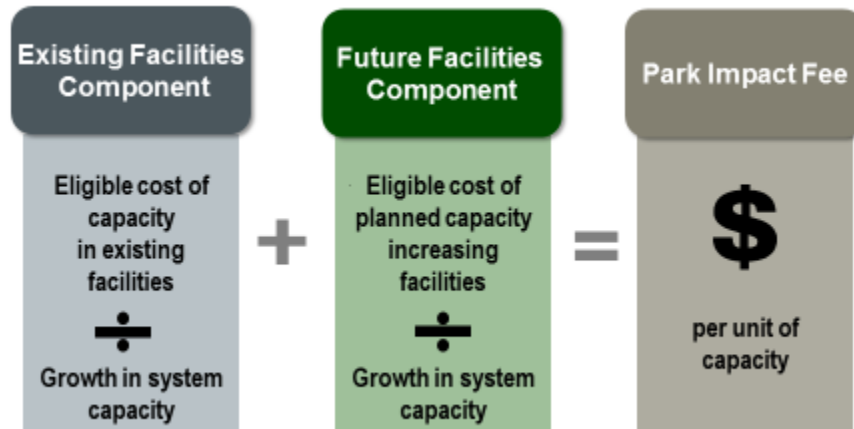
The City of Camas is authorized to charge impact fees under Chapter 3.88 of its municipal code. The City is implementing code updates to support the PIF calculated in this report, as well as to comply with updates to the State Statutes.

I.A.3. United States Constitution

The United States Supreme Court has determined that impact fees and other exactions that comply with state and/or local law may still violate the United States Constitution if they are not proportionate to the impact of the development. The PIF calculated in this report is designed to meet such constitutional and statutory requirements.

I.B. CALCULATION OVERVIEW

In general, impact fees are calculated by adding an existing facilities fee component and a future facilities fee component—both with potential adjustments. Each component is calculated by dividing the eligible cost by growth in units of demand. The unit of demand becomes the basis of the charge. The diagram below summarizes the basic outline of an impact fee calculation, and more detail is provided in the following bullets.



- **The eligible cost of capacity in existing facilities** is the cost of existing park facilities that will serve growth. For a parks impact fee, determining the capacity in the existing system available for growth starts with determining the amount of existing parks facilities that are required for existing users, commonly measured in park acres. One method for doing so first calculates the system’s level-of-service after completion of the capital facilities plan. By applying that level-of-service target to the current population, the City can determine if it’s currently meeting its level-of-service target. If the City has more park facilities (such as park acres) than needed based on its level-of-service target, the costs of such available facilities can be included in the existing facilities component of the impact fee.
- **The eligible portion of capacity increasing projects** is the cost of future projects that will serve growth. Some projects are intended to only serve growth, some projects do not serve to increase the capacity of the City’s park system, and some serve the City’s current and future populations. Determining how projects fall into each category can again be done with a level-of-service calculation to estimate how many park acres (for example) are needed to serve growth given the City’s level-of-service target. Other projects that do not add a measurable number of parks facilities may still be eligible if they will serve both existing and future users.
- **The growth in system demand** is the anticipated growth in the City’s population. However, as residents are not the only users of the City’s park system, employees of businesses within will be included as well, at a separate rate that reflects the parks demand characteristics of commercial developments.

Finally, summing the existing facilities component with the future facilities component gives the fully calculated impact fee.

Section II. PIF ANALYSIS

This section provides the detailed calculations of the maximum allowable PIF for the City of Camas.

II.A. GROWTH

The calculation of projected growth begins with defining the units by which current and future demand will be measured. Then, using the best available data, we quantify the current level of demand and estimate a future level of demand. The difference between the current level and the future level is the growth in demand that will serve as the denominator in the PIF calculations.

II.A.1. Unit of Measurement

A good unit of measurement allows an agency to quantify the incremental demand of development or redevelopment that creates additional demand for park facilities. A better unit of measurement allows an agency to distinguish different levels of demand added by different kinds of development or redevelopment.

II.A.1.a Options

For parks impact fees, demand that can be attributed to individual developments is usually measured in the number of people who will occupy a development. For residential developments, the number of occupants means the number of residents. We use data from the U. S. Census Bureau to estimate the number of residents for different kinds of dwelling units. For non-residential developments, the number of occupants means the number of employees. We use industry data to estimate the number employees per square foot for different kinds of non-residential developments.

When an agency chooses to impose a PIF on both residential and non-residential developments, the demand of one additional resident must be carefully distinguished from the demand of one additional employee. This is usually accomplished by the calculation of a residential equivalent. One resident is equal to one residential equivalent, and one employee is typically less than one residential equivalent.

Non-residential developments are a source of demand for parks facilities in Camas, and the City intends to charge PIFs for both residential and non-residential developments using residential equivalents as the unit of growth.

II.A.2. Demand Adjustment for Non-Residential Users

To charge PIFs to both residential and non-residential developments, we must estimate both (1) how much availability non-residential occupants (i.e., employees) have to use parks facilities and (2) how that availability differs from residential occupants (i.e., residents).

The calculation begins with the most recent counts for population and employment in Camas. As shown in **Exhibit 2.1** below, in 2019 (the most recent year for which both population and employment data were available), 25,602 residents lived in Camas, according to the Census Bureau's

American Community Survey. Also, according to the Census Bureau, 9,052 employees worked in Camas for their primary occupation. Of these, 1,425 people both lived and worked in Camas.

Exhibit 2.1 – 2019 Population and Employment in Camas

Population and Employment, 2019	Living Inside Camas	Living Outside Camas	Total
Working Inside Camas	1,425	7,627	9,052
Working Outside Camas	8,628		
Not Working	15,549		
Total	25,602		

Source: Census Bureau, OnTheMap, 2019 Inflow/Outflow Analysis on Primary Jobs

Next, we estimate the number of hours per week that each category of person would be available to use the parks facilities in Camas. **Exhibit 2.2** below shows an estimate of maximum availability. It assumes that 8 hours each day are used for sleeping for all residents of the City. For those who are not working, the remaining 16 hours of each day are available for use of the parks system, giving a total of 112 hours per week of parks system availability. For workers, 8 hours of each day are assumed to be spent at work, which leaves the remaining 8 hours per weekday available for residential use of the parks system. In addition, workers have 16 hours of residential demand each weekend day, for a total of 72 hours per week of residential demand. During work, 1 hour is assumed to be available for workers to use the parks system, giving 5 hours per week of non-residential demand. These estimates are not of actual use, but maximum availability.

Exhibit 2.2 – Demand Estimates by Category of Parks User

Hours per Week of Park Availability Per Person, Residential Demand	Living Inside Camas
Working Inside Camas	72
Working Outside Camas	72
Not Working	112

Source: FCS GROUP.

Hours per Week of Park Availability Per Person, Non-Residential Demand	Living Inside Camas	Living Outside Camas
Working Inside Camas	5	5
Working Outside Camas		
Not Working		

Source: FCS GROUP.

When the hours of availability above are multiplied by the counts presented earlier, we can determine the relative demand of residents and employees. As shown in **Exhibit 2.3** below, the parks demand of one employee is equivalent to the parks demand of about 0.05 residents. To put it another way, the parks demand of about 19.26 employees is equivalent to the parks demand of one resident.

Exhibit 2.3 – Total Hours per Week of Park Availability

Total Hours per Week of Park Availability, 2019	Residential hours	Non-residential hours	Total Hours
Working Inside Camas	102,600	45,260	147,860
Working Outside Camas	621,216		621,216
Not Working	1,741,515		1,741,515
Total	2,465,331	45,260	2,510,591
Hours per resident	96		
Hours per employee		5	
Residents per employee			0.05

Source: Previous tables

II.A.3. Growth in Demand

The current (2020) demand for parks facilities is 26,544 residential equivalents. That number is the sum of 26,065 residents and 479 residential equivalents for 9,216 employees. Population estimates come from the 2022 Parks, Recreation, and Open Space (PROS) Plan, and employee counts come from the Census Bureau estimates for 2019 increased proportionally with the population.

During the forecast period from 2020 to 2035, the residential population is expected to grow by 8,035 residents. If total residential equivalents remain proportionate to the residential population, then residential equivalents will grow by 8,183 to a total of 34,726 residential equivalents. Therefore, 8,183 residential equivalents will be the denominator for the PIF calculations later in this report.

Exhibit 2.4 below summarizes these calculations:

Exhibit 2.4 – Growth in Demand

Residential Equivalent Growth, Camas	2020	2035	Growth	CAGR	Growth Share
Population	26,065	34,100	8,035	1.81%	23.56%
Employees	9,216	12,056	2,841	1.81%	23.56%
Residential-equivalent employees	479	626	148	1.81%	23.56%
Total residential equivalents	26,544	34,726	8,183	1.81%	23.56%

Source: 2022 PROS Plan

II.B. FUTURE FACILITIES FEE

The future facilities fee is the eligible cost of planned projects per unit of growth that such projects will serve. Since we have already calculated growth (denominator) above, we will focus here on the future facilities fee cost basis (numerator).

II.B.1. Eligibility

A project’s eligible cost is the product of its total cost and its eligibility percentage. The eligibility percentage represents the portion of the project that creates capacity for future users.

For park impact fees, eligibility is often determined by a level-of-service analysis that quantifies the park facilities that are needed for growth (and are therefore eligible to be included in the future

facilities cost basis). Park facilities can be measured by sorting them into categories such as neighborhood park, community park, or open space, or by considering their respective units of measurement (e.g., acres) without distinguishing them by park type. Further, in either approach, the current or future level of service may be targeted. These two separate choices create four distinct and equally defensible ways of calculating the eligibility percentage of each project.

Each method will be examined in the sections below.

II.B.1.a Current Level of Service (By Category and by Unit of Measurement)

Determining PIF eligibility for parks projects using the current level of service requires determining the quantity of parks facilities needed to maintain the current level of service. Any projects that add facilities in excess of that quantity are ineligible.

The City has seven relevant parks categories for determining its level of service by category. These are shown in the upper panel of the first column in **Exhibit 2.5**. Each category receives its own level of service. Using neighborhood parks as an example, the City currently has 36.03 acres of neighborhood parks. Using the 2020 population discussed above, this implies that there are 1.38 acres of neighborhood parks per 1,000 residents. The parks project list, when completed, will add 28.18 acres of neighborhood parks. Based on the 2035 population and the current level of service, only 11.11 additional acres of neighborhood parks are needed. So, only 11.11 acres out of the planned 28.18 acres are eligible for inclusion in the parks impact fee, or 39.41 percent.

The same line of reasoning is used to develop the eligibility percentages for other parks categories. Calculating eligibility using level of service by unit of measurement (e.g., acres, miles), instead of by park type, also follows the same approach. The eligibility percentage for each parks category or unit of measurement is shown in the last column of **Exhibit 2.5**.

Exhibit 2.5 – Eligibility under the Current Level of Service

	Units	2020 Quantity	2020 Units per 1,000 Residents	Change in Quantity	Current LoS Additional Needed to Maintain LoS	Eligibility
By Category:						
Neighborhood Park	Acres	36.03	1.38	28.18	11.11	39.41%
Community Park	Acres	59.74	2.29	-	18.42	0.00%
Regional Park	Acres	54.80	2.10	5.00	16.89	100.00%
Cemetery	Acres	25.40	0.97	-	7.83	0.00%
Greenspace	Acres	839.68	32.21	(25.53)	258.85	0.00%
Special Facility	Number	6.00	0.23	2.00	1.85	92.48%
Trail	Miles	12.00	0.46	20.30	3.70	18.22%
By Unit of Measurement:						
Acres of Parks and Natural Areas	Acres	1,015.64	38.97	7.65	313.09	100.00%
Number of Special Facilities	Number	6.00	0.23	2.00	1.85	92.48%
Miles of Trail	Miles	12.00	0.46	20.30	3.70	18.22%

Source: City of Camas, previous tables

II.B.1.b Future Level of Service (By Category and Unit of Measurement)

To determine PIF eligibility using the future level of service, the proposed additional quantity of planned parks facilities is added to the current quantity of parks facilities. Using the future population, a future level of service is then calculated. That level of service is compared to the current parks system to determine if any deficiencies exist against the current population. Only the portions of parks projects that do not cure existing deficiencies are considered eligible for the future facilities fee cost basis under this method.

As in the previous section, calculating PIF eligibility based on future level of service can be done both when measuring parks facilities by category and when measuring by unit of measurement.

Exhibit 2.6 below outlines both methods using the future level of service. Using neighborhood parks as an example again, the City currently has 36.03 acres of neighborhood parks. The parks project list, when completed, will add 28.18 acres of neighborhood parks. This results in a future level of service of 1.88 acres of neighborhood parks per 1,000 residents in 2035. If that level of service was applied to the 2020 population, a minimum of 49.08 acres would be needed. However, the City only has 36.03 acres in 2020, so 13.05 of the acres being constructed would be curing the current deficiency in the system and would not be eligible for inclusion in the PIF cost basis. Therefore, only the remaining 15.13 acres added by the project list are eligible for inclusion in the PIF, or 53.69 percent.

The same approach is used to develop the eligibility percentages for other parks categories. Calculating eligibility using level of service by unit of measurement (e.g., acres, miles), instead of by park type, follows the same logic. The eligibility percentage for each parks category or unit of measurement is shown in the “Eligibility” column of **Exhibit 2.6** below.

Exhibit 2.6 – Eligibility under the Future Level of Service

	Units	2020 Quantity	2020 Units per 1,000 Residents	Change in Quantity	Future LoS			Reimbursable Quantity
					2035 Units per 1,000 Residents	2020 Minimum Quantity	Eligibility	
By Category:								
Neighborhood Park	Acres	36.03	1.38	28.18	1.88	49.08	53.69%	-
Community Park	Acres	59.74	2.29	-	1.75	45.66	0.00%	14.08
Regional Park	Acres	54.80	2.10	5.00	1.75	45.71	100.00%	9.09
Cemetery	Acres	25.40	0.97	-	0.74	19.41	0.00%	5.99
Greenspace	Acres	839.68	32.21	(25.53)	23.88	622.31	0.00%	217.37
Special Facility	Number	6.00	0.23	2.00	0.23	6.11	94.25%	-
Trail	Miles	12.00	0.46	20.30	0.95	24.69	37.49%	-
By Unit of Measurement:								
Acres of Parks and Natural Areas	Acres	1,015.64	38.97	7.65	30.01	782.18	100.00%	233.47
Number of Special Facilities	Number	6.00	0.23	2.00	0.23	6.11	94.25%	-
Miles of Trail	Miles	12.00	0.46	20.30	0.95	24.69	37.49%	-

Source: City of Camas, previous tables

The final column of **Exhibit 2.6** shows the reimbursable quantity of each park category and unit of measurement. The quantity of such park facilities exceeds the existing needs of the park system when measuring by the future level of service, and as such, can be used to provide capacity for future users. Since those facilities will benefit future users, a share of their cost can be included in the existing facilities cost basis.

II.B.2. Expansion Projects

The first of the City’s two project lists includes projects that will expand the inventory of the parks system and are therefore subject to the eligibility calculations described above. The total cost of these projects is \$50.95 million, and eligibility is based on the level-of-service calculation chosen. These projects are summarized in **Exhibit 2.7** below. The eligibility percentages and the eligible cost columns are shown assuming the future level-of-service calculation by unit of measurement. As shown, the total eligible cost is \$44.33 million.

Exhibit 2.7 – Expansion Projects

Project Name	Total Cost	Eligibility	Eligible Cost
Trail Corridors	\$ 2,500,000	37.49%	\$ 937,299
T-3 Trail - East segment of N. Shore Trail	1,250,000	37.49%	468,649
Mill Ditch Trail	3,500,000	37.49%	1,312,218
Green Mountain property	1,500,000	37.49%	562,379
Neighborhood park	4,500,000	100.00%	4,500,000
Neighborhood park	4,000,000	100.00%	4,000,000
Ash Creek Park	2,200,000	100.00%	2,200,000
Neighborhood park	3,500,000	100.00%	3,500,000
Lacamas Heights Park	1,000,000	100.00%	1,000,000
Ostensen Canyon Park	3,000,000	100.00%	3,000,000
Legacy Lands - Phase I, implementation site master plan	4,000,000	100.00%	4,000,000
Aquatic Center *	19,000,000	94.25%	17,907,918
Public Plaza	1,000,000	94.25%	942,522
Total	\$ 50,950,000		\$ 44,330,985

Source: 2022 PROS Plan

II.B.3. Infill List

The second of the City’s two project lists includes projects that will not expand the inventory of the parks system by adding acres but that will nevertheless add capacity for future users by adding amenities. The project list is shown in **Appendix A** and has a total cost of \$56.22 million. Each project is assigned one of two eligibility percentages: zero percent if the project is for repair or replacement of existing assets and 23.56 percent if the project adds new amenities. That 23.56 percent represents the share of total future users made up by new users at the end of the planning period in 2035. Assigning a project that eligibility percentage recognizes that existing and future users are expected to share new amenities in existing parks proportionately. The total eligible cost of the infill list is approximately \$13.02 million.

II.B.4. Calculated Future Facilities Fee Cost Basis

After determining costs associated with expanding capacity, the future facilities fee cost basis is calculated by multiplying those costs by their respective eligibility percentages. As discussed above, eligibility for capacity-expanding costs on the project list were determined through level-of-service calculations, and projects on the infill list were assigned either 0 or 23.56 percent. All methods are equally valid, meaning that the future facilities cost basis ranges from \$44.29 million up to \$57.35 million depending on the level of service method chosen, as shown in **Exhibit 2.8** below.

Exhibit 2.8 – Future Facilities Cost Basis

Future Facilities Cost Basis	Current LoS			Future LoS	
	Cost	Eligibility	Eligible Cost	Eligibility	Eligible Cost
By Category					
Neighborhood Park	\$ 18,200,000	39.41%	\$ 7,172,720	53.69%	\$ 9,771,083
Community Park	-	0.00%	-	0.00%	-
Regional Park	4,000,000	100.00%	4,000,000	100.00%	4,000,000
Cemetery	-	0.00%	-	0.00%	-
Greenspace	-	0.00%	-	0.00%	-
Special Facility	20,000,000	92.48%	18,496,068	94.25%	18,850,440
Trail	8,750,000	18.22%	1,594,489	37.49%	3,280,545
Expansion Projects Total	\$ 50,950,000		\$ 31,263,276		\$ 35,902,068
Infill Projects	56,215,000		13,022,120		13,022,120
Total	\$ 107,165,000		\$ 44,285,395		\$ 48,924,188
By Unit of Measurement					
Acres of Parks and Natural Areas	\$ 22,200,000	100.00%	\$ 22,200,000	100.00%	\$ 22,200,000
Number of Special Facilities	20,000,000	92.48%	18,496,068	94.25%	18,850,440
Miles of Trail	8,750,000	18.22%	1,594,489	37.49%	3,280,545
Expansion Projects Total	\$ 50,950,000		\$ 42,290,556		\$ 44,330,985
Infill Projects	56,215,000		13,022,120		13,022,120
Total	\$ 107,165,000		\$ 55,312,676		\$ 57,353,105

Source: Previous tables

II.C. EXISTING FACILITIES FEE

The existing facilities fee is related to the eligible cost of the park facilities available for future users. Growth was calculated in Section II.A and **Exhibit 2.6** shows the quantity of facilities available for inclusion in the existing facilities fee. The remaining component of the fee calculation is the original cost of eligible park facilities.

II.C.1. Existing Facilities Fee Cost Basis

The City provided records for historical expenditures on its parks system going back as far as 1951. These costs were divided into categories and unit of measurement as shown in the third column of **Exhibit 2.9**. By dividing that investment by the total number of units in each category, the historical investment per unit was calculated as shown in the fifth column of **Exhibit 2.9**.

Exhibit 2.9 – Historical Investment in the City’s Parks System

	Units	Historical Investment	Number of Units	Historical Investment per Unit
By Category:				
Neighborhood Park	Acres	\$ 3,720,679	36.03	\$ 103,272
Community Park	Acres	2,498,285	59.74	41,819
Regional Park	Acres	6,578,811	54.80	120,051
Cemetery	Acres	-	25.40	-
Greenspace	Acres	31,871,085	839.68	37,956
Special Facility	Number	5,008,302	6.00	834,717
Trail	Miles	2,417,414	12.00	201,451
Total		\$ 52,094,576		
By Unit of Measurement:				
Acres of Parks and Natural Areas	Acres	\$ 44,668,861	1015.64	\$ 43,981
Number of Special Facilities	Number	5,008,302	6.00	834,717
Miles of Trail	Miles	2,417,414	12.00	201,451
Total		\$ 52,094,576		

Source: City staff, previous tables

By multiplying that investment per unit by the number of units shown in **Exhibit 2.6**, the eligible cost of those park facilities is calculated to be approximately \$9.93 million when measuring by category and approximately \$10.27 million when measuring by unit of measurement. However, an adjustment must be made for growth’s share of outstanding debt related to that investment. Such an adjustment is necessary to make sure that growth isn’t paying twice for the same capacity; once in the PIF, and once through property taxes. Growth’s share of outstanding principal is estimated to be \$2.84 million, and so the total eligible amount is either \$7.29 million or \$7.62 million depending on the method used for determining level of service.

Exhibit 2.10 – Existing Facilities Fee Cost Basis

	Units	Eligible Number of Units	Unadjusted Eligible Amount	Outstanding Principal	Growth's Share of Outstanding Principal	Total Eligible Amount
By Category:						
Neighborhood Park	Acres	-	\$ -	\$ -	\$ -	\$ -
Community Park	Acres	14.08	588,672	-	-	588,672
Regional Park	Acres	9.09	1,091,351	-	-	1,091,351
Cemetery	Acres	5.99	-	-	-	-
Greenspace	Acres	217.37	8,250,521	11,224,000	2,644,717	5,605,804
Special Facility	Number	-	-	840,000	197,930	-
Trail	Miles	-	-	-	-	-
Total			\$ 9,930,544	\$ 12,064,000	\$ 2,842,646	\$ 7,285,827
By Unit of Measurement:						
Acres of Parks and Natural Areas	Acres	233.47	\$ 10,268,171	\$ 11,224,000	\$ 2,644,717	\$ 7,623,455
Number of Special Facilities	Number	-	-	840,000	197,930	-
Miles of Trail	Miles	-	-	-	-	-
Total			\$ 10,268,171	\$ 12,064,000	\$ 2,842,646	\$ 7,623,455

Source: City staff, previous tables

II.D. CALCULATED PIF

This section combines the eligible cost from the future facilities cost basis and the existing facilities cost basis. It also makes an adjustment for the estimated future facilities fee balance. This fund balance was collected based on the City’s previous PIF methodology. To avoid the risk of double-charging for projects that were carried over from the previous list to the list used in this calculation, the outstanding fund balance is removed.

After adjusting for the fund balance, the PIF is calculated by dividing the total cost basis for each level of service calculation by the growth in residential equivalents, producing a parks impact fee per residential equivalent. **Exhibit 2.11** below summarizes the PIF calculation for all four measures of level of service.

Exhibit 2.11 – Calculated PIF

Calculated Parks Impact Fee	Current by Category	Future by Category	Current by Unit	Future by Unit
Cost Basis:				
Future Facilities	\$ 44,285,395	\$ 48,924,188	\$ 55,312,676	\$ 57,353,105
Estimated Future Facilities Fee Balance	(3,851,009)	(3,851,009)	(3,851,009)	(3,851,009)
Existing Facilities	-	7,285,827	-	7,623,455
Total Cost Basis	\$ 40,434,386	\$ 52,359,006	\$ 51,461,667	\$ 61,125,550
Growth in Residential Equivalents	8,183	8,183	8,183	8,183
Future Facilities Fee per Residential Equivalent	\$ 4,942	\$ 5,508	\$ 6,289	\$ 6,539
Existing Facilities Fee per Residential Equivalent	-	890	-	932
Total Parks Impact Fee per Residential Equivalent	\$ 4,942	\$ 6,399	\$ 6,289	\$ 7,470
Impact Fee per Dwelling Unit	\$ 13,739	\$ 17,791	\$ 17,486	\$ 20,770
Impact Fee per Employee	257	332	327	388

Source: Previous tables, Census Bureau ACS 2020 5-year Estimates for Camas, Table B25024 and B25033

As shown above, the maximum allowable PIF is \$7,470 per residential equivalent under the future level of service by unit of measurement. The resulting PIF is \$20,770 for a residential dwelling unit, based on an average occupancy of 2.78 residents per Census data.

The rate per employee is \$388 based on the equivalency calculated in **Section II.A**. The non-residential PIF can be charged using an estimate of employee density per 1,000 square feet. **Exhibit 2.12** below provides a schedule for the non-residential PIF for all four level-of-service calculations based on employee density estimates from the Portland Metro regional government and the U.S. Census Bureau Area Profile provided in its 2021.

Exhibit 2.12 – Calculated Non-residential PIF

	Employees per 1,000 SF	Current by Category	Future by Category	Current by Unit	Future by Unit
Industrial	1.17	\$300	\$389	\$382	\$454
Retail	2.13	\$546	\$707	\$695	\$825
Office	2.16	\$555	\$719	\$706	\$839
Healthcare	2.86	\$733	\$949	\$933	\$1,108
Overall	1.77	\$454	\$588	\$578	\$687

Source: Metro, "1999 Employment Density Study," Table 4. US Census Bureau Area Profile (2021) OnTheMap - All Employees

Section III. IMPLEMENTATION

This section addresses practical aspects of implementing PIFs and provides comparisons to other jurisdictions.

III.A. INDEXING

We recommend that the City index its charges to the Engineering News Record Construction Cost Index for the City of Seattle and adjust its charges annually.

III.B. SCALING THE RESIDENTIAL PIF

New Washington State law requires a scaling impact fee schedule for PIFs charged to residential dwelling units. This is discussed in RCW 82.02.060(1), which states that the schedule for PIFs “shall reflect the proportionate impact of new housing units... based on the square footage, number of bedrooms, or trips generated.” Per the same code section, this scaling requirement is intended “to produce a proportionally lower impact fee for smaller housing units.” This requirement is not just for single-family dwelling units, but also for multi-family dwelling units.

One approach for scaling the PIF is to estimate the smallest dwelling unit size (inclusive of single-family and multi-family dwelling units) necessary to accommodate one resident in Camas, and thereby calculate the PIF per dwelling unit as a per square foot charge. The Census Bureau’s statistics from the American Community Survey state that the average occupancy per dwelling unit in Camas in 2020 was 2.78. Per Clark County Assessor’s data, the City’s estimated average dwelling unit size (inclusive of both single-family and multi-family dwelling units) is 2,277 square feet. That means that, on average, 819 square feet accommodates one resident, and 1 square foot will accommodate 0.0012 residents.

American Housing Survey data for the Portland Metro Area shows that, to a point, house size is positively correlated with the number of occupants. After about 2,605 square feet, that correlation dissipates. Therefore, we recommend that the City scale its parks impact fee for residential developments up to a maximum of 2,605 square feet. Doing so would set a minimum PIF of \$7,470 for dwelling units at 819 square feet or less, and a maximum PIF of \$23,770 at 2,605 square feet or more. Each intermediate square foot would increase the PIF by \$9.12. This approach is summarized in **Exhibit 3.1** below.

Exhibit 3.1 – Scaled Residential PIF Calculations

Parks Impact Fee Schedule	Square Feet	Residents	Impact Fee
Impact fee per resident	819	1.0000	\$7,470
Impact fee per square foot of dwelling unit	1	0.0012	\$9.12
Maximum impact fee per dwelling unit	2,605	3.1819	\$23,770

Source: Census Bureau ACS 2020 5-year Estimates for Camas, 2019 American Housing Survey for Portland, City staff

The City can use the summary provided in **Exhibit 3.1** to generate a PIF schedule to be applied to both single-family and multi-family residential units based on their total square footage (SF). **Exhibit 3.2** provides an example of such a schedule where housing units are sorted into different SF ranges, with each range being assigned a SF for the purpose of calculating the PIF.

Exhibit 3.2 – Scaled Residential PIF Schedule

Example Scaled PIF Schedule	Calculated PIF
0 to 1,000 SF	\$7,470
1,001 to 2,000 SF	\$13,685
2,001 to 2,600 SF	\$20,770
2,601 SF and above	\$23,766

Source: Previous tables

In addition to requirements for scaling laid out in RCW 82.02.060(1), state law also puts restrictions on the impact fees that can be charged to accessory dwelling units (ADUs). Per RCW 36.70A.681(a), the city may not assess impact fees on ADUs that are greater than 50 percent of the charge assessed to the principal dwelling unit. Therefore, if the City implements a scaling schedule as laid out in **Exhibit 3.2**, the City should also ensure that its code limits the charge for an ADU to 50 percent of the charge assessed to the principal dwelling unit. For example, if the principal dwelling unit is 1,500 SF, the charge for an ADU added to that property should be no more than 50 percent multiplied by \$13,685, or \$6,482.

III.C. COMPARISONS

Exhibit 3.3 below shows a comparison of PIFs calculated for single-family residences for some relevant jurisdictions.

Exhibit 3.3 – PIF Comparisons for Single-family Residences

Jurisdiction	PIF for a SFR*
Camas** (Maximum)	\$20,770
Issaquah	\$10,805
Kirkland	\$8,016
Sammamish	\$6,739
Washougal	\$6,663
Redmond	\$6,373
Camas (Current)	\$5,853
Shoreline	\$5,410
Vancouver	\$5,232
Woodland	\$4,580
Battleground	\$4,419
Ridgefield	\$4,181
La Center	\$2,842

Source: FCS GROUP Survey, 3/28/2024

*SFR = Single-family residence

**Assumes 2,000 to 2,499 SF

Exhibit 3.4 below shows a comparison of PIFs calculated for multi-family homes for some relevant jurisdictions.

Exhibit 3.4 – PIF Comparisons for Multi-family Dwelling Units

Jurisdiction	PIF per Dwelling Unit
Camas** (Maximum)	\$13,685
Issaquah	\$6,633
Kirkland***	\$6,093
Camas (Current)	\$5,853
Washougal***	\$4,829
Woodland	\$4,580
Sammamish	\$4,362
Ridgefield	\$4,181
Redmond	\$4,085
Vancouver	\$3,824
Battleground	\$3,670
Shoreline	\$3,548
La Center***	\$2,842

Source: FCS GROUP Survey, 3/28/2024

**Assumes 1,001 to 2,000 SF

***Kirkland has an ADU rate of \$3,224

Washougal has an ADU rate of \$2,332

La Center has an ADU rate of \$710

Exhibit 3.5 below shows a comparison of PIFs calculated for 1,000 square feet of office space. As shown, many jurisdictions do not charge a non-residential PIF.

Exhibit 3.5– PIF Comparisons for 1,000 Square Feet of Office Space

Jurisdiction	PIF for 1,000 SF Office Space
Redmond	\$1,726
Issaquah	\$1,150
Camas (Maximum)	\$504
Camas (Current)	\$0
Kirkland	\$0
Sammamish	\$0
Shoreline	\$0
Vancouver	\$0
Ridgefield	\$0
La Center	\$0
Battleground	\$0
Woodland	\$0
Washougal	\$0

Source: FCS GROUP Survey, 3/28/2024

APPENDIX A: INFILL PROJECT LIST

Project Name	Details	Total Cost	Impact Fee Eligibility	Impact Fee-Eligible Costs
Crown Park	Park development per site master plan	\$ 6,300,000	23.56%	\$ 1,484,472
Open Space Management Plan	Develop Plan	-	23.56%	-
Urban Forestry Management Plan	Develop Plan	-	23.56%	-
System-wide	Trails & Trailheads - planning and development	1,800,000	23.56%	424,135
Skate Park		-	23.56%	-
Closing the Loop - Heritage and N. Shore trails	Planning and development	1,500,000	23.56%	353,446
Mill Ditch Trail	Trail corridor access point & stairway planning	225,000	23.56%	53,017
System-wide	Minor repair/replacement (parks amenities) projects	250,000	0.00%	-
Forest Home Park	Picnic shelter, drainage, building replacement & minor upgrades	300,000	23.56%	70,689
3rd Ave. Trailhead	Trailhead development	-	23.56%	-
Legacy Lands - Phase I, develop site master plan	Using existing draft Vision Plan, phased approach to Master Planning. This would be Phase I.	-	23.56%	-
Skate Park (Phase 2)	Phase II - Water access, trail and parking improvements	2,000,000	23.56%	471,261
Bike pump track	Install bike pump track at selected site	350,000	23.56%	82,471
Dog Park	Install dog park at selected site	125,000	23.56%	29,454
System-wide	Install all-inclusive playground at selected site	600,000	23.56%	141,378
System-wide (ADA Compliance projects)	ADA compliance projects: facilities, pathway & amenities	200,000	23.56%	47,126
System-wide (assessment of existing fields)	Sports Field - assessment of existing fields & planning for system gaps	100,000	23.56%	23,563
Fallen Leaf Softball Field	Field improvements, new fence, infield dirt/grading, etc.	200,000	23.56%	47,126
Green Mountain property	Site master plan	250,000	23.56%	58,908
System-wide	Wayfinding and Park Signage program	150,000	23.56%	35,345
Heritage Park	Modify dock, staging to separate non-motorized launches and Gate access control upgrades	125,000	23.56%	29,454
Heritage Park	Playground replacements	1,000,000	23.56%	235,630
Dorothy Fox Park	Sport field drainage/renovations	150,000	0.00%	-
Grass Valley Park	Sport field drainage/renovations	150,000	0.00%	-
Heritage Park	Picnic shelter installation & minor upgrades	280,000	23.56%	65,977
Prune Hill Sports Park	Sport field drainage/renovations	150,000	0.00%	-
Heritage Park	Install additional parking	250,000	23.56%	58,908
Prune Hill Sports Park	Picnic shelter installation & minor upgrades	200,000	23.56%	47,126
Sports Complex	Site selection, site master plan, implementation	20,000,000	23.56%	4,712,610
Ash Creek Park	Site master plan	90,000	23.56%	21,207
Goot Park	Picnic shelter installation, replace bleachers & minor upgrades	150,000	23.56%	35,345
Louis Block Park	Upgrade baseball facilities (fencing, restroom, concession, etc.)	750,000	23.56%	176,723
Ostensen Canyon Park	Site master plan	100,000	23.56%	23,563
Leadbetter House redevelopment	Feasibility analysis and redevelopment	2,000,000	23.56%	471,261
Community garden support	New garden to fill gap in the system	50,000	23.56%	11,782
Lacamas Heights Park	Site master plan	75,000	23.56%	17,672
Oak Park	Restroom installation & minor site upgrades	400,000	23.56%	94,252
Camas Community Center *	Feasibility analysis and redevelopment	10,000,000	23.56%	2,356,305
Heritage Park	Upgrade playground & restroom	450,000	23.56%	106,034
Grass Valley Park	Replace playground	250,000	0.00%	-
Fallen Leaf Lake Park	Park development per site master plan	2,600,000	23.56%	612,639
Goot Park - area under powerline	Site master plan and development	1,750,000	23.56%	412,353
Pickelball Courts	Master Planning and development (upto 8 courts)	895,000	23.56%	210,889
		\$ 56,215,000		\$ 13,022,120