



City Council Regular Meeting Agenda
Monday, July 01, 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. [June 17, 2024 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [\\$159,702.24 Garland/DBS Wastewater Treatment Plant UV Building Roof Replacement Bid Award with up to 10% Change Order Authorization \(Submitted by Rob Charles, Utilities Manager\)](#)
4. [\\$101,203.38 Garland/DBS Wastewater Treatment Plant Office Building Roof Replacement Bid Award with up to 10% Change Order Authorization \(Submitted by Rob Charles, Utilities Manager\)](#)

NON-AGENDA ITEMS

5. Staff
6. Council

MAYOR

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7. Mayor Announcements
8. [Parks and Recreation Month Proclamation](#)

MEETING ITEMS

PUBLIC COMMENTS

EXECUTIVE SESSION

9. Executive Session - Topic: Potential Litigation (RCW 42.30.110)
Time Estimate: 5 Minutes

CLOSE OF MEETING



City Council Workshop Minutes – Draft
Monday, June 17, 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 Marilyn Boerke, Bonnie Carter, Tim Hein, Leslie Lewallen, John Nohr, Jennifer Senescu, and John Svilarich

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, Bryan Rachal, Heidi Steffensen, Matthew Thorup, Connie Urquhart, and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

John Spencer, Port of Camas-Washougal, commented about his attendance at tonight's meeting.

WORKSHOP TOPICS

1. Park Impact Fee Presentation
 Presenter: Trang Lam, Parks & Recreation Director and FCS Group

A Resolution for this item will be placed on the July 1, 2024 City Council Regular Meeting for Council's consideration.

2. 2025-2026 Budget Kickoff Presentation
 Presenter: Debra Brooks, Financial Analyst & Cathy Huber Nickerson, Finance Director

This item was for Council's information only.

3. Contract Award to Garland/DBS for Wastewater Treatment Plant Office and UV Building Roof Replacement
 Presenter: Rob Charles, Utilities Manager

This item will be placed on the July 1, 2024 City Council Consent Agenda for Council's consideration.

4. Northeast Adams Street 10-Minute Parking
Presenter: James Carothers, Engineering Manager

A Resolution for this item will be placed on the July 15, 2024 City Council Regular Meeting for Council's consideration.

5. Lake and Sierra Street Intersection Improvements Council Update Presentation
Presenter: James Carothers, Engineering Manager

This item was for Council's information only.

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

Wall gave an update about the Rose property and commented about an upcoming meeting at Lacamas Lake Lodge being hosted by the Washington State Department of Ecology regarding Per- and polyfluoroalkyl substances (PFAS). This meeting will occur on July 9, 2024 at 5:30 p.m.

COUNCIL COMMENTS AND REPORTS

Boerke commented about her upcoming retirement from the Camas School District.

Senescu attended the ground-breaking event for Crown Park and thanked Bryan Rachal, Communications Director, for his weekly updates.

Carter attended the Port of Camas-Washougal open house, several Regional Fire Authority (RFA) meetings, the Our Camas 2045 meeting, and the ground-breaking event for Crown Park.

Lewallen commented about fireworks, park impact fees, and the Lake and Sierra Street Intersection Improvements project.

Hein commented about citizen concerns regarding PFAS, fireworks, and the Lake and Sierra Street Intersection Improvements project. Hein attended the Port of Camas-Washougal open house and commented about C-TRAN staffing.

Nohr attended the ground-breaking event for Crown Park, the ribbon-cutting for Red Leaf Organic Coffee, and several RFA meetings.

Hogan commented about a proposed cold weather shelter.

PUBLIC COMMENTS

No one from the public wished to speak.

CLOSE OF MEETING

The meeting closed at 6:36 p.m.



City Council Regular Meeting Minutes - Draft
Monday, June 17, 2024, 7:00 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Marilyn Boerke, Bonnie Carter, Tim Hein, Leslie Lewallen, John Nohr, Jennifer Senescu, and John Svilarich

Staff: Sydney Baker, James Carothers, Carrie Davis, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Tina Jones, Trang Lam, Shawn MacPherson, Doug Quinn, Bryan Rachal, Heidi Steffensen, Matthew Thorup, Connie Urquhart, and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

Dan Durringer, Camas, commented about traffic.

CONSENT AGENDA

1. June 3, 2024 Camas City Council Regular and Workshop Meeting Minutes
2. \$1,334,995.65 Automated Clearing House 700782-700831 and Claim Checks 157965-158122 Approved by Finance Committee
3. \$2,679,908.00 Tapani Inc. Northshore Water Transmission Main Bid Award with up to 10% Change Order Authorization
(Submitted by James Carothers, Engineering Manager)
4. \$120,939.44 for May 2024 Emergency Medical Services (EMS) Write-off Billings for Monthly Uncollectable Balance of Medicare and Medicaid Accounts
(Submitted by Cathy Huber Nickerson, Finance Director)
5. \$188,822.40 for March-December 2020 Emergency Medical Services (EMS) Write-off Billings for Uncollectable Balance for State of Washington During COVID
(Submitted by Cathy Huber Nickerson, Finance Director)

6. \$9,380.00 for 2017-2023 Emergency Medical Services (EMS) Late Fee Write-off Billings for Uncollectable Balance
(Submitted by Cathy Huber Nickerson, Finance Director)

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

NON-AGENDA ITEMS

7. Staff

There were no additional staff comments.

8. Council

Hein commented about Our Camas 2045.

MAYOR

9. Mayor Announcements

There were no additional mayor comments.

10. Juneteenth Day Proclamation

Mayor Hogan proclaimed June 19, 2024 as Juneteenth Day in the City of Camas.

MEETING ITEMS

11. Resolution No. 24-010 Revising and Extending the Transportation Improvement Program
Presenter: James Carothers, Engineering Manager
Time Estimate: 5 minutes

It was moved by Hein, and seconded, to adopt Resolution No. 24-010 Revising and Extending the Transportation Improvement Program. The motion carried unanimously.

12. Ordinance No. 24-009 Firework Safety Material at Point-of-Sale
Presenter: Shawn MacPherson, City Attorney
Time Estimate: 10 minutes

It was moved by Boerke, and seconded, to adopt Ordinance No. 24-009 Firework Safety Material at Point-of-Sale and publish according to law. The motion carried. Svilarich abstained.

13. Discuss Draft Fireworks Ordinances and Decision on Setting a Future Public Hearing
Presenter: Shawn MacPherson, City Attorney
Time Estimate: 20 minutes

It was moved by Svilarich, and seconded, to direct staff to set a public hearing for September 2024 and direct the city attorney to draft an ordinance banning the sale, purchase, and discharge of mortar fireworks in the City of Camas. The motion carried (5-2).

PUBLIC COMMENTS

No one from the public wished to speak.

CLOSE OF MEETING

The meeting closed at 7:42 p.m.

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

And, _____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for **WWTP UV Building Roof Replacement, City of Camas Project No. S1044**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas. In all respects, the Contractor is an independent Contractor, and not an employee of the City of Camas.

II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

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

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. The Contractor is obligated to affirm its enrollment and participation in the E-Verify program as written in these specifications and per Camas Ordinance 2626.

VII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

City of Camas, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 {78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

VIII. The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wage Rates for Clark County effective July 1, 2024.

IX. The Contractor further acknowledges the following provisions and agrees to comply with the conditions as set forth therein:

THIS PROJECT REQUIRES A CONTRACT BOND FOR 100% OF THE CONTRACT AMOUNT.

X. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

XI. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

XII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

XIII. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor _____, 20__.

Contractor

Executed by the Local Agency _____, 20__.

City Administrator or Mayor

Approved as to Form

City of Camas Attorney

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

And, _____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for **WWTP Office Building Roof Replacement, City of Camas Project No. S1043**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas. In all respects, the Contractor is an independent Contractor, and not an employee of the City of Camas.

II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

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

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. The Contractor is obligated to affirm its enrollment and participation in the E-Verify program as written in these specifications and per Camas Ordinance 2626.

VII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

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VIII. The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wage Rates for Clark County effective July 1, 2024.

IX. The Contractor further acknowledges the following provisions and agrees to comply with the conditions as set forth therein:

THIS PROJECT REQUIRES A CONTRACT BOND FOR 100% OF THE CONTRACT AMOUNT.

X. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

XI. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

XII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

XIII. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor _____, 20__.

Contractor

Executed by the Local Agency _____, 20__.

City Administrator or Mayor

Approved as to Form

City of Camas Attorney

~ PROCLAMATION ~

WHEREAS, parks and recreation are an integral part of communities throughout this country, including the City of Camas; and

WHEREAS, parks and recreation promotes health and wellness, improving physical fitness and positively impacting mental health for our community members; and

WHEREAS, parks, playgrounds, trails, open spaces, and public gathering spaces make communities attractive and desirable places to live, work, play, and

WHEREAS, parks and public gathering spaces provide opportunities for people to come together and experience a sense of community through fun recreational pursuits; and

WHEREAS, park and recreation programming and education activities, such as after-school and summer break programming, youth sports, and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation are essential and adaptable and make our communities resilient in the face of natural disasters and climate change; and

WHEREAS, parks and recreation increase a community's economic prosperity through higher property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Camas recognizes the benefits derived from parks and recreation resources

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

“Parks and Recreation Month”

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

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 1st day of July 2024.

Steve Hogan, Mayor