



City Council Regular Meeting Agenda Monday, October 05, 2020, 7:00 PM REMOTE PARTICIPATION

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

Participate in this virtual Council Meeting with the online ZOOM application and/or by phone.

OPTION 1 -- Join the virtual meeting from any device:

1. First-time ZOOM users, go to www.zoom.us
 - To download the free ZOOM Cloud Meetings app for your device
 - Or, click the Join Meeting link in the top right corner and paste - 96782751682
2. From any device click the meeting link <https://zoom.us/j/96782751682>
3. Enter your email and name, and then join webinar.
4. Wait for host to start the meeting.

OPTION 2 -- Join the virtual meeting from your phone (audio only):

1. Dial 877-853-5257
2. When prompted, enter meeting ID 967 8275 1682 #, and then ##

During Public Comment periods:

1. Attendees may click the **raise hand icon** in the app and you will be called upon to comment for up to 3 minutes.
 - If listening by phone, hit *9 to "raise your hand" and you will be called upon to comment for up to 3 minutes.
2. Residents can send public comments to publiccomments@cityofcamas.us (limit to 400 words).

These will be entered into the meeting record. Emails received by one hour before the start of the meeting will be emailed to the Council prior to the meeting start time. During the meeting, the clerk will read aloud the submitter's name, the subject, and the date/time it was received. Emails will be accepted until 1 hour received after the meeting and will be emailed to the Council no later than the end of the next business day.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

These materials are archived electronically by the City of Camas. DESTROY AFTER USE.

CONSENT AGENDA

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

1. [September 21, 2020 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [Addendum to Interlocal Agreement \(ILA\) – School Resource Officers \(Submitted by Mitch Lackey, Police Chief\)](#)

NON-AGENDA ITEMS

4. Staff
5. Council

MAYOR

6. [Breast Cancer Awareness Proclamation](#)
7. [Disability Employment Awareness Proclamation](#)

MEETING ITEMS

8. [Resolution No. 20-011 Interlocal Agreement Related to Historic and Cultural Resources](#)
[Presenter: Robert Maul, Planning Manager](#)
9. [Ordinance No. 20-006 Amendments to the City's Comprehensive Plan Map and Zoning Map](#)
[Presenter: Robert Maul, Planning Manager](#)
10. [Ordinance No. 20-005 Cellco Partnership \(d/b/a Verizon\) Franchise Agreement](#)
[Presenter: Steve Wall, Public Works Director](#)
11. [Ordinance No. 20-007 Cellco Partnership \(d/b/a Verizon Wireless\) License Agreement](#)
[Presenter: Steve Wall, Public Works Director](#)
12. [Resolution No. 20-012 Position Description and Salary Schedule Change](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
13. [City of Camas Proclamation of Civil Emergency COVID-19](#)
[Presenter: Jamal Fox, City Administrator](#)

PUBLIC COMMENTS

ADJOURNMENT



**City Council Workshop Minutes - Draft
Monday, September 21, 2020, 4:30 PM
REMOTE MEETING PARTICIPATION**

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

CALL TO ORDER

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

ROLL CALL

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

Staff: Jerry Acheson, Sam Adams, Bernie Bacon, Phil Bourquin, Sherry Coulter, Jamal Fox, Sarah Fox, Catrina Galicz, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Robert Maul, Shyla Nelson, Heather Rowley, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

No one from the public wished to speak.

WORKSHOP TOPICS

1. Presentation by City Attorney
Presenter: Shawn MacPherson

City Attorney MacPherson provided an overview of establishing City of Camas Boards and Committees. Discussion ensued.

2. Draft Resolution to Approve Interlocal Agreement Related to Historic and Cultural Resources
Presenter: Sarah Fox, Senior Planner

This item was also placed on the September 21, 2020 Regular Meeting agenda for Council's consideration.

3. Community Development Miscellaneous and Updates
This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director

There were no miscellaneous updates.

4. Draft Rezone Agreement Modification
Presenter: Robert Maul, Planning Manager

Maul provided an overview of the agreement modification.

5. 18th Avenue Reservoir Controls Professional Services Agreement S&B Inc.
Presenter: Sam Adams, Utilities Manager

This item was also placed on the September 21, 2020 Consent Agenda for Council's consideration.

6. Public Works Miscellaneous and Updates
This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director

Wall provided updates about the recent storm events and about Lacamas Lake water quality.

7. City Administrator Miscellaneous and Updates
This is a placeholder for miscellaneous or emergent items.
Presenter: Jamal Fox, City Administrator

Fox provided an update to Council about the Director of Communications position opening, the updated Council meetings agenda prep process, streamlining internal communications routing, and the current high-level City of Camas organizational review.

COUNCIL COMMENTS AND REPORTS

Smith thanked City Administrator Fox for efforts to improve communication.

Burton attended the Downtown Camas Association (DCA) Vitality Committee and the Columbia River Economic Development Council (CREDC) Investors and Executors Committee meetings. Burton commented about recent citizen engagement topics.

Roberts thanked staff for their handling of the recent storm events. Roberts commented about the DCA Merchant Outreach Program and about the request from the In God We Trust America Inc. group.

Carter commented about the Give More 24! Event and about the weekly Clark County Restaurant owner's meeting. Carter attended the Library Board of Trustees and the Finance Committee meetings. Carter commented about the equity consideration points added to the agenda process.

Anderson commented about the wildfire smoke and storm events.

Chaney commented about the City's annual legislative agenda.

Hogan attended Body Bliss Yoga's outreach program for families devastated by the wildfires and the Finance Committee meeting. Hogan thanked the Public Works Department staff for their efforts at Lacamas Lake.

Mayor McDonnell sought, and there was no consensus for the In God We Trust request. Mayor commented about City Administrator Fox's first few weeks at the City and commended many other staff for their efforts in all the challenges-to-date.

PUBLIC COMMENTS

No one from the public wished to speak. Comments sent to publiccomments@cityofcamas.us will be provided to Council and included in these meeting minutes.

ADJOURNMENT

The meeting adjourned at 5:41 p.m.

Bernie Bacon

From: Bob Eaton <bob.eaton45@comcast.net>
Sent: Monday, September 21, 2020 5:10 PM
To: Public Comments
Subject: Flood damage from Friday, September18th

Public comments @ city of camas us

c/o Steve Wall, Public Works Director

To be distributed at September 21 council meeting

Mayor and City Council –

I am writing on behalf of five townhouse residents on NW Fargo Loop. On early last Friday morning each of us was inundated with rain water sufficient to break double pane windows, and send water throughout the lower level of our homes. In our seventeen years living here nothing like this had happened before.

On July 13 a call had been made (documented on e-mail) to ask that the drains be cleaned because the street had become a lake due to significant rain earlier on June 13. We have all spent the last four days getting contractors to assist in tearing out carpet, assessing sheet rock damage and moving all our downstairs things to the garage area. We are still getting estimates but preliminary estimates range from \$6,000 to \$10,000 per unit. We have photos for the June 13 lake and the recent damage to our homes.

We respectfully believe the City has some responsibility for our damage. We ask that a City representative come to Fargo Loop to view the damage and we can begin to talk about any redress that may be applicable at that time.

Thank you.

Bob Eaton

2034 NW Fargo Loop

Camas WA 98607

971-275-6505 or

971-275-6502



Virus-free. www.avast.com

Bernie Bacon

From: John Nohr <johnnohr@outlook.com>
Sent: Monday, September 21, 2020 5:26 PM
To: Public Comments
Subject: Thank You for the Everett/Lake Road Roundabout

Mayor McDonnell and members of Council,

Thank you for your leadership in bringing the Everett Street/Lake Road roundabout fruition. I had the opportunity to drive through it several times this past weekend. This new roundabout will bring great relief to the daily traffic jams that used to occur at the intersection.

I recognize that the learning curve may be a bit steep for some drivers. But once they master the flow, I'm certain they will be pleased with the improvements. In addition, having sidewalks in this area will improve pedestrian safety.

I used to be a roundabout sceptic. However, since the 6th avenue roundabout was completed a few years back, I have come to appreciate the safety and efficiency that roundabouts bring to our roadway intersections.

Again, thank you for moving this project forward and thank you for your continued work to move our whole community forward.

John Nohr
1710 NE Dallas Street

Bernie Bacon

From: Marie Tabata-Callerame <aikotabcal@hotmail.com>
Sent: Monday, September 21, 2020 9:46 PM
To: Public Comments
Cc: Steve Hogan; Ellen Burton; Shannon Roberts; Don Chaney; Greg Anderson; Bonnie Carter; Melissa Smith; Barry McDonnell; Jamal Fox
Subject: Fw: City Council Comment Attachment - Lacamas Lake Algae and Lacamas Shores Biofilter
Attachments: IMG_0273.jpg; IMG_0274.jpg; 20200914_135858.jpg; 20200914_135846.jpg; 20200914_135645.jpg; 20200914_135420.jpg

Thanks, Bernie! Here is my notes from the comments.

9/21/2020

Marie Tabata-Callerame, 5724 NW El Rey Drive

I would like to discuss the Lacamas Shores Biofilter.

Right now, just know that **ONLY** the Lacamas Shores biofilter is known to be exceeding its Total Phosphorus and TSS standards **AND** entering the Lacamas Lake. This was by two standard deviations! Right now, we are the only **PROVEN** source **KNOWN** to be polluting the lake. And the solution is at **NO COST** to the City.

Quick summary of facts:

- Lacamas Lake toxins are increasing from 1 toxic algae bloom in 2018, to 3-4 in 2019, to 20+ in 2020. Algae toxins are now detectably present more often than not (Footnote 1). NOTE that January algae blooms are **NOT** due to climate change.
- The Lacamas Shores Biofilter was required to be built by an order from the [SHB Order and via permit](#) to protect the Lake from stormwater pollutants. The DOE at the time wanted to ensure that the development did not negatively affect water quality.
- The City of Camas normally requires HOAs to fix Biofilters, but it is not and has made clear that they will not, because of a 2018 letter from the DOE.
- The 2018 letter from Rebecca Rothwell, a DOE wetland specialist, was premised on a lack of information.

Since that letter, we have learned a lot and the City has agreed that the area in a storm water biofiltration system. Many other changes have happened since 2018:

1. We uncovered a letter from the [DOE from 1988](#) listing the DOE's original priorities, intentions, and concerns for the property;
2. The toxic algae blooms have increased exponentially for Lacamas and Round Lakes in the past two years (a phosphorus loading problem);
3. The [site-specific standards](#) (chart on p. 52) set in 1990's per permit have been re-discovered; and
4. **The Biofilter was documented to have exceeded those standards (for TP and TSS) by more than 2 standard deviations (Dec 2019 at point L-1)**, as well as exceeding other TP standards, guidelines and past results in every sample taken (over 0.070mg/L). See Footnote 2.

Due to new information and prior overlooked documents, we would like to have a face-to-face meeting with Mr. Fox and Mayor McDonnell.

We have done our research plus and need a conversation instead of email chains and/or conclusions. Please see our website at www.lacamasshoresbiofilter.org.

We request that the City request the DOE to reverse its stance and allow the City to require the HOA restore the biofilter to original condition and stop polluting Lacamas and Round Lake.

Thank you for your time and attention!

Marie

Footnotes:

1. Lacamas Lake was tested 23 times this year. Only 20 times was algae toxin level below the "method detection limits." There were 10 times when toxin levels were "above state guidelines" of 8ppm for microcystin. Four of those ten were over 3 times the state guidelines (up to 77ppm).

<https://www.nwtoxicalgae.org/Data.aspx?SiteID=94>

2. Testing for the LS Biofilter since 1993:

- In 2018, COD grab samples suggested that the biofilter it is making the stormwater more polluted before entering the Lake. Bypassing the biofilter would be better.
- In December 2019, the City started testing two points of the water flowing out of the Biofilter and into the Lake. The plan was to test once in Dec, Apr, Sept, and Nov.
 - One point tests water from the 5.9-acres of Biofilter (L-1).
 - The other point tests water coming from the maintained bioswale and sediment pond (L-2). It should be working properly.
 - December 2019 Results
 - The Biofilter (L-1) levels were above the permit compliance criteria for Total Phosphorus, Total Suspended Solids **by over two standard deviations!** (Private companies would be required to shut down immediately and fix the problem, under fines and/or criminal penalties.) Conductivity was also above compliance levels
 - The Maintained Area (L-2) complied with the permit criteria.
 - May 2020 Results
 - Both samples were taken on the 9th day of 10 days of rainfall. This is outside of the standard protocol of testing within 12 hours of the "first flush" (first rain of September).
 - The Biofilter (L-1) was above permit levels for conductivity.
 - The Maintained Area (L-2) was above permit levels for conductivity.
 - ALL samples (both points and both days) were above the following TP levels:
 - 0.025 mg/L - 1986 EPA's TP level to prevent nuisance algal blooms and control eutrophication.
 - 0.050 mg/L - 2004 EPA standards for streams entering lakes.
 - 0.050 mg/L – the summer's HIGHEST Lacamas Lake reading in 2007. 0.042mg/L was the average. (see "Monitoring Report - Lacamas Lake Annual Data Summary for 2007")

From: Marie Tabata-Callerame

Sent: Monday, September 21, 2020 3:17 PM

To: shogan@cityofcamas.us ; eburton@cityofcamas.us ; Shannon Roberts ; dchaney@cityofcamas.us ; Greg Anderson ; bcarter@cityofcamas.us ; msmith@cityofcamas.us ; Mayor Barry McDonnell ; jfox@cityofcamas.us

Subject: City Council Comment Attachment - Lacamas Lake Algae and Lacamas Shores Biofilter
City Council, Mayor McDonnell and City Administrator Jamal Fox,

As a reminder of the seriousness of the problem with Lacamas Lake, I thought you would like to these pictures. They were taken at the Lacamas Shores boat dock.

- Two were taken yesterday around 11:45 am and were gone (washed downstream) before 5pm the same day.
- The rest were taken one week ago (Monday, 9/21/2020) around 2pm and were gone the next afternoon.

Algae toxins are no joke. I worry that testing once per week, with a 2-4 day delay of the notices is simply not enough. Perhaps a continuous monitoring system should be looked into.

Marie Tabata-Callerame
5724 NW El Rey Drive
Camas, WA



Manufactured by
Marine Services
Bridgetown, WA (080) 887-0790











Bernie Bacon

From: Marilyn Roggenkamp <mjroggenkamp@gmail.com>
Sent: Monday, September 21, 2020 9:41 PM
To: Public Comments
Subject: Workshop discussion

Thank you to council members Roberts, Chaney and Hogan for being willing to discuss putting “In God We Trust” on the walls of the council chambers. I do not understand why the others were not willing to talk about it since that phrase is all over other public buildings and it is on our money. Frankly, in our current society with all of it’s challenges, I believe that He is the only one who can help.

Sincerely,

Marilyn Roggenkamp

373 NE Oak St

Camas

Bernie Bacon

From: Matt Rold <james.rolld75@gmail.com>
Sent: Tuesday, September 22, 2020 8:18 AM
To: Public Comments
Subject: Flood damage 9/18 Fargo Loop

Mayor and City Council,

I was one of five townhomes located on NW Fargo Loop that was damaged because of our streets inability to properly drain storm water. Each of these residents were inundated with storm water and caused significant damage, breaking windows and flooding our basements. This has become a reoccurring issue that has been brought to the city's attention (July 13 call of June 13 incident). We feel the city has responsibilities with this issue. Our HOA pays for weekly landscape maintenance, which includes removal of leaves and debris from our street and storm drain openings. Our current drain system is insufficient to properly drain our street during intense rain periods and needs to be updated. We can't be expected to constantly worry about the next rain storm and wether or not our homes will be compromised.

Our current damage due to this one event, just for clean up alone, is over \$10,000 each.

We ask that this issue be addressed and that a representative from the city come to our street to view the damage and begin to talk about any redress that may be applicable at this point.

Thank you,

Matt and Kris Rold
2036 NW Fargo Loop
Camas, WA 98607
360-980-2083 or
360-980-2084



City Council Regular Meeting Minutes - Draft
Monday, September 21, 2020, 7:00 PM
REMOTE MEETING PARTICIPATION

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

(Due to technical difficulties, the Pledge of Allegiance could not be heard during the meeting.)

ROLL CALL

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

Staff: Jerry Acheson, Bernie Bacon, Phil Bourquin, Sherry Coulter, Jamal Fox, Sarah Fox, Catrina Galicz, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Heather Rowley, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

PUBLIC COMMENTS

No one from the public wished to speak.

CONSENT AGENDA

1. August 31 and September 8, 2020 Camas City Council Special Meeting Minutes
2. \$2,159,681.12 Automated Clearing House and Claim Checks Numbered 145327 to 145464
3. 18th Avenue Reservoir Controls Contract (Submitted by Sam Adams, Utilities Manager)

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

NON-AGENDA ITEMS

4. Staff

Fox thanked staff for their efforts in handling recent storm events.

5. Council

These materials are archived electronically by the City of Camas. DESTROY AFTER USE.

Anderson, Chaney and Carter thanked Chief Swinhart and the Fire Department staff for their help with regional wildfires.

Hogan thanked staff for their efforts during the storm events.

Burton asked about census results and thanked all staff for their efforts in recent storm and other events.

MAYOR

6. Mayor Announcements

Mayor commented about the City's 2021-2022 Biennial Budget effort.

MEETING ITEMS

7. City of Camas Proclamation of Civil Emergency COVID-19 Presenter: Jamal Fox, City Administrator

It was moved by Chaney, and seconded, that the Mayor's Proclamation of Civil Emergency dated March 18, 2020, and the Supplement dated April 15, 2020, and the Amendment dated June 16, 2020, be reaffirmed. The motion carried unanimously.

8. Resolution No. 20-010 Adopting the North Shore Subarea Plan Vision Statement Presenter: Sarah Fox, Senior Planner

It was moved by Carter, and seconded, that Resolution No. 20-010 be read by title only. The motion carried unanimously.

It was moved by Carter, and seconded, that Resolution No. 20-010 be adopted. The motion carried unanimously.

9. Annual Comprehensive Plan Amendments Presenter: Sarah Fox, Senior Planner

Fox provided an overview of the Annual Comprehensive Plan Amendments.

Comments were provided by:

Martin Hetrich
Leanne Bremer
Jami Stevenson
Chris Williams
Ira Blumberg

Discussion ensued.

It was moved by Smith, and seconded, to approve the 2020 Comprehensive Plan Amendments as recommended by the Planning Commission, which includes CPA20-02 Mills Family and CPA 20-03 Lofts at Camas Meadows and direct the City Attorney to draft an ordinance for Council's consideration. The motion carried unanimously.

10. Public Hearing for Cellco Partnership (d/b/a Verizon) Franchise and License Agreements

Presenter: Steve Wall, Public Works Director

Wall provided an overview of the franchise and license agreements.

Mayor McDonnell opened and closed the public hearing at 7:52 p.m. as no one from the public wished to speak.

It was moved by Smith, and seconded, to approve the franchise proposal and direct the City Attorney to draft an ordinance for Council's consideration at a future meeting. The motion carried with six Yea votes and one Nay vote.

PUBLIC COMMENTS

Marie Callerame, 5724 NW El Rey Drive, Camas, commented about the Lacamas Shores biofilter.

Comments sent to publiccomments@cityofcamas.us will be provided to Council and included in these meeting minutes.

ADJOURNMENT

The meeting adjourned at 8:04 p.m.

Bernie Bacon

From: Marie Tabata-Callerame <aikotabcal@hotmail.com>
Sent: Monday, September 21, 2020 9:46 PM
To: Public Comments
Cc: Steve Hogan; Ellen Burton; Shannon Roberts; Don Chaney; Greg Anderson; Bonnie Carter; Melissa Smith; Barry McDonnell; Jamal Fox
Subject: Fw: City Council Comment Attachment - Lacamas Lake Algae and Lacamas Shores Biofilter
Attachments: IMG_0273.jpg; IMG_0274.jpg; 20200914_135858.jpg; 20200914_135846.jpg; 20200914_135645.jpg; 20200914_135420.jpg

Thanks, Bernie! Here is my notes from the comments.

9/21/2020

Marie Tabata-Callerame, 5724 NW El Rey Drive

I would like to discuss the Lacamas Shores Biofilter.

Right now, just know that **ONLY** the Lacamas Shores biofilter is known to be exceeding its Total Phosphorus and TSS standards **AND** entering the Lacamas Lake. This was by two standard deviations! Right now, we are the only **PROVEN** source **KNOWN** to be polluting the lake. And the solution is at **NO COST** to the City.

Quick summary of facts:

- Lacamas Lake toxins are increasing from 1 toxic algae bloom in 2018, to 3-4 in 2019, to 20+ in 2020. Algae toxins are now detectably present more often than not (Footnote 1). NOTE that January algae blooms are **NOT** due to climate change.
- The Lacamas Shores Biofilter was required to be built by an order from the [SHB Order and via permit](#) to protect the Lake from stormwater pollutants. The DOE at the time wanted to ensure that the development did not negatively affect water quality.
- The City of Camas normally requires HOAs to fix Biofilters, but it is not and has made clear that they will not, because of a 2018 letter from the DOE.
- The 2018 letter from Rebecca Rothwell, a DOE wetland specialist, was premised on a lack of information.

Since that letter, we have learned a lot and the City has agreed that the area in a storm water biofiltration system. Many other changes have happened since 2018:

1. We uncovered a letter from the [DOE from 1988](#) listing the DOE's original priorities, intentions, and concerns for the property;
2. The toxic algae blooms have increased exponentially for Lacamas and Round Lakes in the past two years (a phosphorus loading problem);
3. The [site-specific standards](#) (chart on p. 52) set in 1990's per permit have been re-discovered; and
4. **The Biofilter was documented to have exceeded those standards (for TP and TSS) by more than 2 standard deviations (Dec 2019 at point L-1)**, as well as exceeding other TP standards, guidelines and past results in every sample taken (over 0.070mg/L). See Footnote 2.

Due to new information and prior overlooked documents, we would like to have a face-to-face meeting with Mr. Fox and Mayor McDonnell.

We have done our research plus and need a conversation instead of email chains and/or conclusions. Please see our website at www.lacamasshoresbiofilter.org.

We request that the City request the DOE to reverse its stance and allow the City to require the HOA restore the biofilter to original condition and stop polluting Lacamas and Round Lake.

Thank you for your time and attention!

Marie

Footnotes:

1. Lacamas Lake was tested 23 times this year. Only 20 times was algae toxin level below the "method detection limits." There were 10 times when toxin levels were "above state guidelines" of 8ppm for microcystin. Four of those ten were over 3 times the state guidelines (up to 77ppm).

<https://www.nwtoxicalgae.org/Data.aspx?SiteID=94>

2. Testing for the LS Biofilter since 1993:

- In 2018, COD grab samples suggested that the biofilter it is making the stormwater more polluted before entering the Lake. Bypassing the biofilter would be better.
- In December 2019, the City started testing two points of the water flowing out of the Biofilter and into the Lake. The plan was to test once in Dec, Apr, Sept, and Nov.
 - One point tests water from the 5.9-acres of Biofilter (L-1).
 - The other point tests water coming from the maintained bioswale and sediment pond (L-2). It should be working properly.
 - December 2019 Results
 - The Biofilter (L-1) levels were above the permit compliance criteria for Total Phosphorus, Total Suspended Solids **by over two standard deviations!** (Private companies would be required to shut down immediately and fix the problem, under fines and/or criminal penalties.) Conductivity was also above compliance levels
 - The Maintained Area (L-2) complied with the permit criteria.
 - May 2020 Results
 - Both samples were taken on the 9th day of 10 days of rainfall. This is outside of the standard protocol of testing within 12 hours of the "first flush" (first rain of September).
 - The Biofilter (L-1) was above permit levels for conductivity.
 - The Maintained Area (L-2) was above permit levels for conductivity.
 - ALL samples (both points and both days) were above the following TP levels:
 - 0.025 mg/L - 1986 EPA's TP level to prevent nuisance algal blooms and control eutrophication.
 - 0.050 mg/L - 2004 EPA standards for streams entering lakes.
 - 0.050 mg/L – the summer's HIGHEST Lacamas Lake reading in 2007. 0.042mg/L was the average. (see "Monitoring Report - Lacamas Lake Annual Data Summary for 2007")

From: Marie Tabata-Callerame

Sent: Monday, September 21, 2020 3:17 PM

To: shogan@cityofcamas.us ; eburton@cityofcamas.us ; Shannon Roberts ; dchaney@cityofcamas.us ; Greg Anderson ; bcarter@cityofcamas.us ; msmith@cityofcamas.us ; Mayor Barry McDonnell ; jfox@cityofcamas.us

Subject: City Council Comment Attachment - Lacamas Lake Algae and Lacamas Shores Biofilter
City Council, Mayor McDonnell and City Administrator Jamal Fox,

As a reminder of the seriousness of the problem with Lacamas Lake, I thought you would like to these pictures. They were taken at the Lacamas Shores boat dock.

- Two were taken yesterday around 11:45 am and were gone (washed downstream) before 5pm the same day.
- The rest were taken one week ago (Monday, 9/21/2020) around 2pm and were gone the next afternoon.

Algae toxins are no joke. I worry that testing once per week, with a 2-4 day delay of the notices is simply not enough. Perhaps a continuous monitoring system should be looked into.

Marie Tabata-Callerame
5724 NW El Rey Drive
Camas, WA



Manufactured by
Marine Services
Bridgetown, WA (080) 887-0790











Bernie Bacon

From: Kimbal Logan <kimbal@kl-re.com>
Sent: Tuesday, September 22, 2020 11:15 AM
To: Public Comments
Cc: Sarah Fox; Phil Bourquin; Robert Maul
Subject: Comments from Kimbal Logan and the Mills Family in support of the proposed Comp Plan Amendment for the remainder Mills Family Property in Lacamas North Shore

Dear Planning Staff and City Council,

The Mills Family and I want to thank the Planning Staff and the Planning Commission for their support of this approval. We are highly appreciative of the clarity this approval brings to the future uses of their property and the value that clarity creates for the Lacamas North Shore Area of Camas.

While the Staff Findings and recommendations lead to the result requested by the Mills Family, the Family has asked me to remind the Staff and the City Council that this approval is the result of the long relationship between the Mills Family and the City of Camas which has resulted in the sale of 26 acres of the Mill's waterfront property on Lacamas Lake, including the Leadbetter House, to the City at a significant discount and the donation of 7 acres of waterfront property to the City for conservation purposes.

The Mills Family believes that the benefits to the City of Camas of this approval include the following:

- The creation of much needed easily accessed low and medium density multiple family housing for the area including the future needs of the proposed business park to the North and BP property to the East,
- The resulting Systems Development Charges, sewer and water hookup fees, and late comer fees will help pay for some of the costs of the new sewer and water lines and other related road and infrastructure costs that will continue to arise as the Lacamas North Shore Vision Plan is realized,
- A major step in the fulfillment of the commitments made by the City to the Mills Family during the long relationship between the parties creating the public land owned by the City of Camas at the core of the North Shore,
- The first step to the future development of the remainder property,

The Mills Family looks forward to working with the City of Camas and their excellent staff to helping create the different multi-family projects envisioned.

Thanks again for your consideration and hoped full approval by the City Council.

Kimbal R. Logan

Phone – 360.904.9090

Email – kimbal@kl-re.com



Staff Report – Consent Agenda

October 5, 2020 Council Regular Meeting

Addendum to Interlocal Agreement (ILA) – School Resource Officers
(Submitted by Mitch Lackey, Police Chief)

Phone	Email
360-834-4151	mlackey@cityofcamas.us

BACKGROUND: This addendum to the ILA changes the financial contribution ratios between the Camas School District and the City of Camas. The original ILA was signed by the parties in the year 2000. It split the program cost on a 50-50 basis. Since then, the City and the District have learned through experience that the actual commitment of time was more directed towards work performed for the School District, making the 50-50 split an undesirable financial model.

SUMMARY: In 2019, the Camas School District worked with the Camas Police Department to add a second School Resource Officer to the program and to amend the Interlocal Agreement’s language related to the expense distribution ratios. The new financial agreement calls for the School District to reimburse the City for 75% of the program costs, leaving the City to pick up the other 25%. This new cost sharing formula more closely matches the distribution of the officer’s time spent on school related matters.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? To update the ILA cost sharing formula.

What’s the data? What does the data tell us? Research of other SRO programs showed that the 50-50 split was favorable to the school and that most other programs used a cost sharing formula that placed a higher ratio on the school district.

How have communities been engaged? Are there opportunities to expand engagement? They have not been engaged on the change to the ILA, however, it was presented on at City Council meetings, which are open to the public.

Who will benefit from or be burdened by this agenda item? The City of Camas will benefit in a budget capacity. The Camas School District will be burdened in a budget capacity.

What are the strategies to mitigate any unintended consequences? None are predicted in this new financial arrangement.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. One could argue that the Camas School District is diverting some of their tax dollars towards the SRO program. Taxes, in general, are often viewed as having a greater impact on the poor or those with fixed/limited incomes.

Will this agenda item improve ADA accessibility for people with disabilities? N/A

What potential hurdles exists in implementing this proposal (include both operational and political)? It has already been vetted by both the Camas School Board and the Camas City Council. It was approved by the Camas School Board on September 14th, 2020. There are no implementation hurdles that are apparent, either operational or political.

How will you ensure accountability, communicate, and evaluate results? The Finance Department will be responsible to invoice the Camas School District for program expenses under the new cost sharing model. The Finance Department is audited by the Washington State Auditor's Office on all aspects of financial management and contract oversight and compliance. There is no need for on-going communication or evaluation, given the nature of this change.

BUDGET IMPACT: The change in the ILA drops the City's contribution ratio to 25% for each police officer assigned to the SRO program. Because two police officers are assigned to the SRO program, the combined City contribution (in dollars) remains at the same level as was budgeted. In review with the Finance Director, no financial impact was predicted for the City of Camas.

RECOMMENDATION: It is recommended that the City Council authorize the Mayor to sign the Addendum to Inter-local Agreement – School Resource Officers.

ADDENDUM TO INTER-LOCAL AGREEMENT

THIS ADDENDUM TO INTER-LOCAL AGREEMENT made this day by and between the CITY OF CAMAS, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as “City”, and CAMAS SCHOOL DISTRICT NO. 117, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as “School District”,

WHEREAS, City and School District entered into that certain Inter-Local Agreement dated January 24, 2000, and recorded with the Clark County Auditor on February 16, 2000, under Auditor’s File No. 3195079, relating to the training and staffing of a school resource officer; and

WHEREAS, both parties have determined that there is a need for additional campus security, with a revised allocation of the expense thereto; and

WHEREAS, the parties desire to enter into an addendum to the Inter-Local Agreement pursuant to RCW 39.34 Revised Code of Washington, the Inter-local Cooperation Act, to accomplish the objectives set forth herein.

Now, wherefore, in consideration of the mutual covenants and conditions contained herein, the Inter-local Agreement dated January 24, 2000, is hereby amended in the following respects:

I

Section I of the Inter-local Agreement is hereby revised to provide as follows:

Purpose: The purpose of this agreement is to establish the responsibilities of the City and the School District for the training and staffing of two school resource officers to respond to the need for general campus security assistance during each regular school day and for other duties as may be prescribed by the City.

II.

Section V of the Inter-local Agreement is hereby amended to provide as follows:

Financing. The school resource officers to be trained and staffed pursuant to this agreement

will be financed pursuant to a cost sharing formula which shall include the costs of school resource officer specific training and all salary and benefit expenses, to be allocated as follows:

- A. The City shall pay 25% of all associated expenses related to each school resource officer.
- B. The School District shall pay 75% of all associated expenses for each school resource officer.

The City of Camas Finance Department shall invoice the School District on a schedule to be established with the School District’s Chief Financial Officer for the expenses outlined in this Section.

III

Except as specifically set forth herein, the terms of the Inter-local Agreement dated January 24, 2000, shall remain in full force and effect. This agreement shall be effective upon signing by the respective parties hereto, and shall be filed according to law or, alternatively, listed by subject on a public agency’s website or other electronically retrievable public source.

DATED this _____ day of _____, 2020.

CITY OF CAMAS

CAMAS SCHOOL
DISTRICT NO. 117

By: _____

By: _____

Mayor

Superintendent

ATTEST: _____

Clerk

~ PROCLAMATION ~

WHEREAS, it is estimated that more than 270,000 cases of breast cancer will be diagnosed in 2020 alone, accounting for more than 30% of women's cancer diagnoses; and,

WHEREAS, breast cancer remains the second most likely cause of death for women in the United States despite significant improvements in treatment and mortality rates; and,

WHEREAS, we recognize that all cases of breast cancer are emotionally and physically traumatic no matter the outcome; and,

WHEREAS, October is nationally recognized as Breast Cancer Awareness Month, an annual campaign to raise awareness using pink ribbon imagery, offer support to all those courageously battling this disease, and honor those lives lost to it; and,

WHEREAS, we applaud the efforts of the medical professionals and researchers working to find the causes of and a cure for this deadly disease; and,

WHEREAS, this Breast Cancer Awareness Month, we recognize the experiences of breast cancer survivors, those battling the disease, and their supporters and loved ones; and,

WHEREAS, Breast Cancer Awareness Month is an opportunity to unite all citizens to prevent breast cancer deaths through increased education and regular screening;

NOW, THEREFORE, I, Barry McDonnell, Mayor of the City of Camas, in the State of Washington, do hereby proclaim October, 2020, as

“Breast Cancer Awareness Month”

in Camas, Washington and I encourage all citizens to increase their awareness about how to prevent and fight breast cancer.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 5th day of October, 2020.

Barry McDonnell, Mayor

~ PROCLAMATION ~

WHEREAS, the year 2020 marks the 30th anniversary of the Americans with Disabilities Act, and together with the Individuals with Disabilities Education Act established the right of adults and children with disabilities to participate fully in all aspects of American society; and

WHEREAS, the City of Camas supports the goals of equity, opportunity, independent living and economic self-sufficiency for people with disabilities; and

WHEREAS, the U.S. Department of Labor chose this year's theme for the 75th anniversary of National Disability Employment Awareness Month as "Increasing Access and Opportunity"; and

WHEREAS, the theme reflects the fact including people with disabilities and their contributions to the workplace is a critical part of our efforts to build an inclusive community and strong economy;

NOW THEREFORE, I, Barry McDonnell, Mayor of the City of Camas, do hereby proclaim October, 2020, as:

"Disability Employment Awareness Month"

in the City of Camas, and urge all citizens in Camas to renew our commitment to inclusive workplaces and to embrace the talents and skills that individuals with disabilities bring to our community.

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 5th day of October, 2020.



Barry McDonnell, Mayor



Staff Report

September 22, 2020 | Regular Meeting

Resolution to Approve Interlocal Agreement Related to Historic and Cultural Resources
Presenter: Robert Maul, Planning Manager

Phone	Email
360.817.1562	rmaul@cityofcamas.us

BACKGROUND: Clark County has presented an amended form of Interlocal Agreement to supersede and replace the 1996 Agreement.

SUMMARY: Clark County established the Historic Preservation Commission on December 23, 1981, which provides for the identification, evaluation, and protection of historic and prehistoric resources within the county. The Historic Preservation Commission is responsible for maintaining the Clark County Heritage Register and is intended to encourage the preservation, restoration, and rehabilitation of eligible historic, and cultural resources within the county for future generations. There are eight registered historic properties within the city and many more sites that are considered to be eligible for listing.

EQUITY CONSIDERATIONS:

- 1) What are the desired results and outcomes for this agenda item?
 - ⇒ To continue partnership with Clark County to identify, evaluate, and protect historic and prehistoric resources within the city.
- 2) What’s the data? What does the data tell us?
 - ⇒ Preservation of the city’s historic structures and cultural places are key to ensuring that the unique heritage of the city is not lost.
- 3) How have communities been engaged? Are there opportunities to expand engagement?
 - ⇒ The Historic Preservation Commission has hosted educational events in Camas to provide information to the public and owners of historic properties in recent years. They also presented information during a workshop to Council in 2018 with an offer to return when invited. There is a free app available to anyone interested in learning more about the historic sites throughout the county (search “Historic Clark County”) and online at: <https://clark.wa.gov/community-planning/historic-sites>.

- 4) Who will benefit from or be burdened by this agenda item?
⇒ Preservation of historic resources benefits the city now and into the future.
- 5) What are the strategies to mitigate any unintended consequences?
⇒ No unintended consequences have been identified.
- 6) Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.
⇒ Prior to the city's incorporation, the area was used frequently by indigenous people for fishing and gathering of food, such as the Camas Lily that is still found in the northern part of the city.
- 7) Will this agenda item improve ADA accessibility for people with disabilities?
⇒ This agreement does not affect the built environment.
- 8) What potential hurdles exist in implementing this proposal (include both operational and political)?
⇒ None identified.
- 9) How will you ensure accountability, communicate, and evaluate results?
⇒ The Clark County Historic Preservation Commission provides an annual report of their activities.
- 10) How does this item support a comprehensive plan goal, policy or other adopted resolution?
⇒ The partnership supports goal #13 of the Growth Management Act, "Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance." It also supports the city's comprehensive plan policy NE-1.5: "Protect, conserve, and manage existing natural resources and valuable historic and cultural areas in order to ensure their long-term preservation."

BUDGET IMPACT: None. No financial support required.

RECOMMENDATION: Staff recommends that Council move to approve the Interlocal Agreement by and between Clark County, the Cities of Camas, Washougal, Ridgefield, La Center, Battle Ground, Vancouver, and the Town of Yacolt Concerning Cultural and Historic Resources and authorize the Mayor to execute the Agreement on behalf of the City.

RESOLUTION NO. 20-011

A RESOLUTION OF THE CITY OF CAMAS,
WASHINGTON approving an Interlocal Agreement related to
Cultural and Historic Resources

WHEREAS, the City of Camas and Clark County entered into an Intergovernmental Agreement Concerning Cultural and Historic Resources on September 24, 1996; and

WHEREAS, Clark County has presented an amended form of Interlocal Agreement to supersede and replace the 1996 Agreement; and

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

WHEREAS, the amended Interlocal Agreement will also include as parties the Cities of Camas, Washougal, Ridgefield, La Center, Battle Ground, Vancouver, and the Town of Yacolt; and

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

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

I

The City of Camas hereby approves the Interlocal Agreement by and between Clark County, the Cities of Camas, Washougal, Ridgefield, La Center, Battle Ground, Vancouver, and the Town of Yacolt Concerning Cultural and Historic Resources and authorizes the Mayor to execute the Agreement on behalf of the City.

II

Pursuant to RCW 39.34.040 the Interlocal Agreement as herein approve shall be listed on the

RESOLUTION NO. 20-011

City's website or other electronically retrievable public source.

PASSED by the Council of the City of Camas and approved by the Mayor this 5th day of October, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

**INTERLOCAL AGREEMENT BY AND BETWEEN
CLARK COUNTY, THE CITIES OF CAMAS, WASHOUGAL, RIDGEFIELD,
LA CENTER, BATTLE GROUND, VANCOUVER,
AND THE TOWN OF YACOLT
CONCERNING CULTURAL AND HISTORIC RESOURCES**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between Clark County (the “County”), and the Cities of Battle Ground, Camas, La Center, Ridgefield, Washougal, and the Town of Yacolt, all municipal corporations of the State of Washington (“the Cities”). Together, the Cities and the County shall be referred to as “the Parties”.

RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides that one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform;

WHEREAS, a Certified Local Government (CLG) is a local government that establishes a historic preservation program meeting federal and state standards and is eligible to apply to the State Historic Preservation Officer (SHPO) and the National Park Service for certification. A local government that receives such certification is known as a “certified local government” or “CLG”;

WHEREAS, Clark County is a Certified Local Government (CLG) that has established a historic preservation program that meets federal and state standards of the National Park Service and the Washington State Historic Preservation Office (the Department of Archaeology and Historic Preservation);

WHEREAS, the County established a Historic Preservation Commission on December 23, 1981, which provides for the identification, evaluation, and protection of historic and prehistoric resources within the county;

WHEREAS, the Historic Preservation Commission is responsible for maintaining the Clark County Heritage Register and is intended to encourage the preservation, restoration, and rehabilitation of eligible historic, and/or cultural resources within the county for future generations;

WHEREAS, the County has adopted Clark County Code 40.250.030 Historic Preservation to implement the Clark County Historic Preservation program; and

WHEREAS, the County has previously cooperated with each of the Cities in these subject areas.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

AGREEMENT

- I. **PURPOSE.** The purpose of this Agreement is to:
 - A. Continue the Clark County Historic Preservation Commission as the local review body for the Parties;
 - B. Continue the established process for recognizing, nominating, designating, and listing historic and cultural properties to the Clark County Heritage Register, which have special significance and are, therefore, worthy of preservation;

- C. Continue the established process for reviewing alterations to properties listed in the Clark County Heritage Register;
- D. Continue the established process for the owners of local historic and cultural properties to take advantage of the Washington State Special Valuation program;
- E. Encourage private owners to preserve their significant historic and cultural properties;
- F. Provide owners and interested citizens with information about local historic and cultural resources;
- G. Allow the Parties to have input on the designation of significant historic and cultural resources within their jurisdictions, including historic districts, within their jurisdictions; and
- H. Allow the Parties to share information pertaining to historic and cultural resources.

II. ROLE OF HISTORIC PRESERVATION COMMISSION AND STAFF.

A. The Clark County Historic Preservation Commission:

1. Clark County Heritage Register: The Clark County Historic Preservation Commission will review all nominations to the Clark County Heritage Register. The Historic Preservation Commission shall ensure that each Party has reasonable notice and opportunity for input on an application that is within their jurisdiction.
2. Design Review: The Clark County Historic Preservation Commission will review applications for alterations, demolitions, and relocations of properties listed in the Clark County Heritage Register.
3. Special Valuation: The Clark County Historic Preservation Commission will review all applications for the Washington State Special Valuation for Historic Properties.
4. National Register of Historic Places: The Clark County Historic Preservation Commission will make recommendations to the State Historic Preservation Officer on nominations to the National Register of Historic Places.
5. Commission Membership: Because Clark County and the City of Vancouver are both Certified Local Governments and have chosen to have a joint Historic Preservation Commission, both the City of Vancouver and Clark County participate in the appointment process of commission members. The Clark County Historic Preservation Commission shall consist of seven (7) members. Except as provided in Clark County Code 40.250.030(D)(2)(b), five (5) members of the commission shall be appointed by the County Council and shall be residents of the county, and two (2) members of the commission shall be appointed by the city of Vancouver and shall be residents of the city of Vancouver.
6. The Cities shall have an adopted historic preservation code provision that provides guidance on the requirements of the historic preservation program or shall adopt by reference Clark County Code Historic Preservation 40.250.030.
7. Appeals of decisions by the Historic Preservation Commission will be heard as provided by a City's historic preservation code, or in the absence of an adopted code provision, will default to Clark County's Historic Preservation Code (Clark County Code 40.250.030), in which appeals are heard by the Superior Court, pursuant to Chapter 36.70C RCW.

B. Staff:

1. County Staff: Clark County Community Planning staff will be responsible for administrative functions of the commission, including minutes and agendas, and will prepare staff reports and recommendations on historic preservation cases, with assistance from City staff when needed, and will attend commission meetings and public hearings concerning properties in each City's jurisdictions. Other duties are referenced in the Historic Preservation Commission's Rules and Procedures and Clark County Code 40.250.030. The county's Prosecuting Attorney's office will provide general guidance to the commission on internal regulatory matters as well as guidance on legal matters regarding interpretation of the County Code and other cities/town codes.
2. City Staff: Staff to the Cities will be responsible to notify county staff to the Historic Preservation Commission when any building or demolition permit applications are applied for properties listed on the Clark County Heritage Register and the Cultural Resources Inventory.
3. Staff Cooperation: City and County staff will work cooperatively within the spirit of the commission's Rules and Procedures to provide the necessary flow of information and staff support to the commission.

- III. DURATION. This Agreement shall become effective upon its recording with the Clark County Auditor following execution by the Parties and shall continue for ten years.
- IV. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The Parties shall administer the performance of the Agreement.
- V. MANNER OF FINANCING. Clark County provides administrative support to the Historic Preservation Commission. The Cities do not provide any financial support.
- VI. NO PROPERTY. No property will be acquired, held, used, or disposed of in connection with this Agreement.
- VII. TERMINATION. Any City may choose to terminate this Agreement by providing thirty (30) days written notice to the County, which action would not invalidate this Agreement among the remaining Parties. The County may choose to terminate this Agreement with any City by providing thirty (30) days written notice to the City.
- VIII. DISPUTE RESOLUTION. In the event of a dispute between the Parties regarding performance of this Agreement, the Parties shall proceed as follows:
 - a. The County Manager and the City Manager of the jurisdiction involved in the dispute, or their designated representatives, shall first review the dispute and provide the Parties options for mutual resolution of the dispute.
 - b. Jurisdiction and venue over any controversy or claim arising out of or relating to this Agreement or the alleged breach of this Agreement that cannot be resolved pursuant to section 8.a shall be in the Superior Court for the State of Washington in Clark County.
- IX. EMPLOYMENT. The employees of the County and the Cities shall not in any manner be deemed to be the employees of the other Party. Nothing in this Agreement shall make any employee of a Party an employee of the other Party for any purpose, including but not limited to, for withholding of taxes, payment of

benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

- X. INDEMNIFICATION. The Parties hereby release, indemnify, and promise to defend and save harmless the other Parties, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the other Party, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of its performance of service pursuant to this Interlocal Agreement. In making such assurances, each Party specifically agrees to indemnify and hold harmless the other Party from any and all bodily injury claims brought by its employees and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the other Party; provided, however, this paragraph does not purport to require that either Party indemnify the other against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of the Party that would otherwise be entitled to indemnity under this provision, or its elected officials, officers, employees, and agents.
- XI. AMENDMENTS. This Agreement may be amended only by an instrument in writing executed by the Parties hereto.
- XII. ASSIGNMENT. No Party hereto shall assign its rights or obligations under this Agreement without the prior written consent of the other Party hereto.
- XIII. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- XIV. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein.
- XV. FILING. Within five (5) days from the date of execution of this Agreement, the Clerk of the Clark County Council shall file this Agreement with the County Auditor, and post this Agreement on the County website pursuant to RCW 39.34.040.
- XVI. SEVERABILITY. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.
- XVII. GOVERNING LAW. The rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the dates indicated below.

For the **COUNTY**:

CLARK COUNTY, WA

A municipal corporation

By: _____

Clark County Manager

DATED: _____

Approved as to Form only:

Anthony F. Golik

Prosecuting Attorney

By: _____

Christine Cook

Senior Deputy Prosecuting Attorney

For:

CITY OF BATTLEGROUND, WA
A municipal corporation

By: _____
[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

For :

CITY OF CAMAS, WA
A municipal corporation

By: _____
[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

For:

THE CITY OF LA CENTER, WA
A municipal corporation

By: _____
Greg Thornton, Mayor

DATED: _____

Approved as to Form only:

By: _____
Daniel Kearns, City Attorney

For:

CITY OF RIDGEFIELD, WA

A municipal corporation

By: _____
[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

For :

CITY OF WASHOUGAL, WA
A municipal corporation

By: _____
[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

For:

THE TOWN OF YACOLT, WA
A municipal corporation

By: _____
[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title



Staff Report – Ordinance 20-006

October 5, 2020

Regular Meeting

Ordinance No. 20-006 Amendments to the City’s Comprehensive Plan Map and Zoning Map

Presenter: Robert Maul, Planning Manager

Phone	Email
360.817.1562	rmaul@cityofcamas.us

SUMMARY: Each year in the months leading up to January, the City announces that proposed amendments to the Comprehensive Plan will be received for 30 days. The 2020 announcement was published in the Camas Post Record and ran weekly from November 19 to December 5, 2019. The City received three applications and only two moved forward for consideration as one withdrew. A Staff Report (attached) was provided that included the evaluation criteria at Camas Municipal Code, Section 18.51.030 and 18.51.010. Staff found that the applications met the criteria and supported the amendments.

Planning Commission held a public hearing on August 18, 2020 and forwarded a recommendation of approval to council. Staff brought their recommendation to council at a workshop on September 8, 2020 and requested that council set a public meeting date.

At a public meeting on September 21, 2020 council held a public meeting, accepted testimony and rendered a unanimous decision to approve the proposed amendments to the comprehensive plan map and zoning map.

ORDINANCE NO. 20-006

AN ORDINANCE relating to consideration of proposed revisions to the City of Camas Comprehensive Plan and adopting revisions to the Zoning Map of the City of Camas.

WHEREAS, the City of Camas has heretofore adopted a Comprehensive Plan and Comprehensive Land Use Map as required by the provisions of RCW 36.70A, Revised Code of Washington, the Growth Management Act, and

WHEREAS, under Chapter 36.70A, Revised Code of Washington, the City is required annually to consider amendments to the land use element of the Comprehensive Plan and associated rezones, and

WHEREAS, the Planning Commission has conducted a public hearing on the requests for revisions submitted to the City, and has forwarded its recommendation to the City Council, and

WHEREAS, the City Council has conducted a public meeting on the requests for revisions,

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

Section I

A request from property owners proposed to change the Comprehensive Plan and zoning designations for two parcels located north of SE Leadbetter Road and west of NE 252nd Avenue with combined 56.63 acres. The request is to amend 21.00 acres thereof from the Comprehensive Plan designation of Industrial and zoning of Business Park to a Comprehensive Plan designation of Multifamily Low on one parcel and Multifamily High on the other parcel with a concurrent zone change to Multifamily-10 and Multifamily-18 respectively. The revision will result in the following designations: Parcel 177884-000 (35.61 acres) will have a Comprehensive Plan

designation of Multifamily Low and zoning of Multifamily-10 and Parcel 177885-000 (21.02 acres) will have a Comprehensive Plan designation of Multifamily High and a zoning of Multifamily-18. The Planning Commission forwarded a recommendation to the City Council consistent with Camas Municipal Code, Section 18.51.050 (B) (3) to accept the proposed amendments.

Section II

A request from a property owner proposed to change the Comprehensive Plan and zoning designations for their parcel at 4525 Camas Meadows Drive, Camas, Washington with 4.0 acres. The request is to amend the Comprehensive Plan designation of Industrial and zoning of Light Industrial/Business Park to a Comprehensive Plan designation of Commercial with a concurrent zone change to Mixed Use for tax parcels 986035-734; 172963-000; 172973-000 and 175980-000. The Planning Commission forwarded a recommendation to the City Council consistent with Camas Municipal Code, Section 18.51.050(B)(3) to accept the proposed amendments.

Section III

The City Council hereby modifies the recommendation of the Planning Commission and directs the Community Development Director to amend the Camas Comprehensive Plan map, and to amend the Camas Zoning map consistent with the table set forth within the attached Exhibit "A".

Section IV

An amended Camas Comprehensive map and Camas Zoning map, consistent with Sections II through IV are attached as Exhibit "B".

Section V

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

PASSED BY the Council and APPROVED by the Mayor this 5th day of October, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

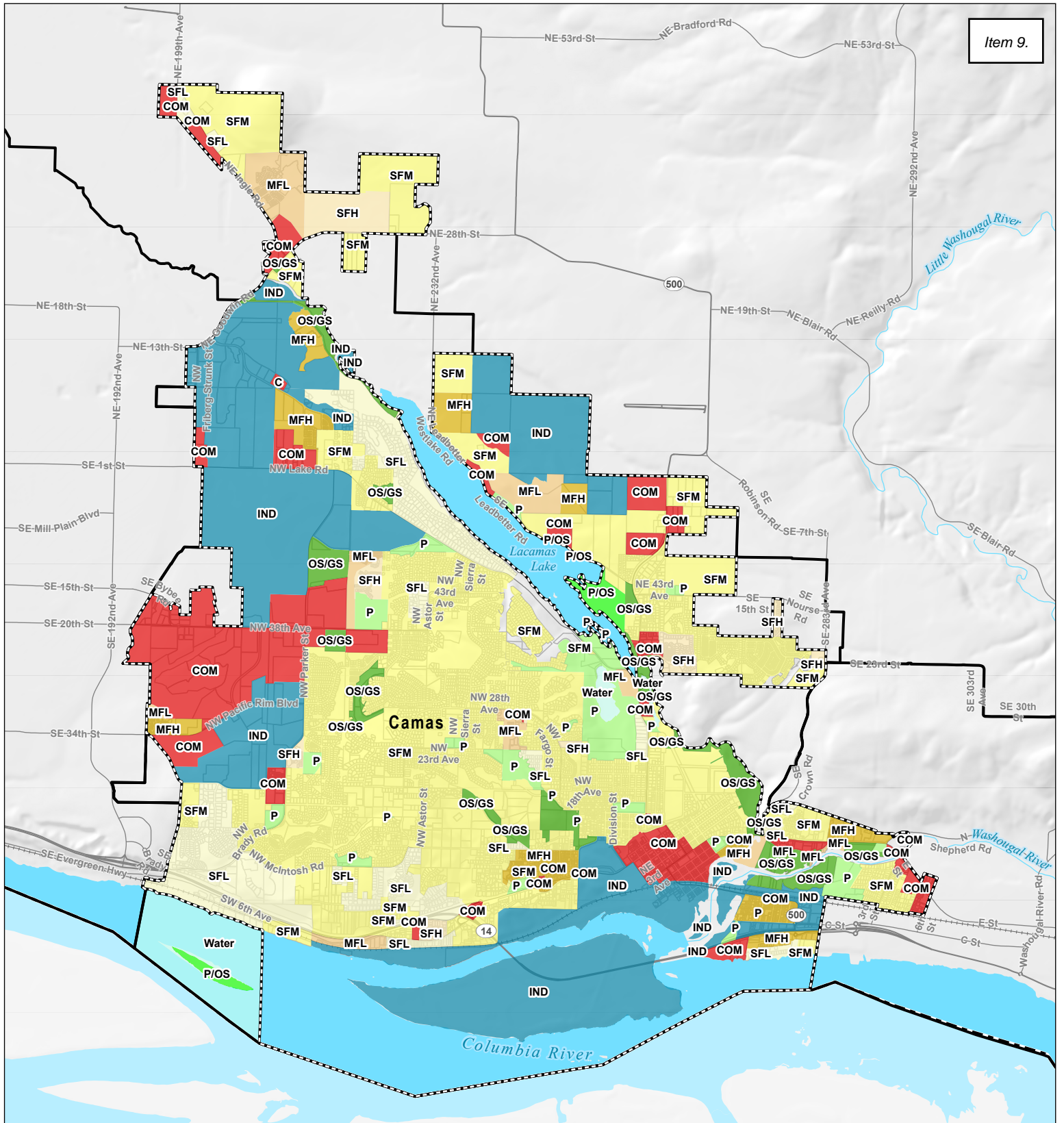
City Attorney

Comprehensive Plan Designations		CPA20-02 Mills	CPA20-03 Lofts
	2019 Acres*		
Single Family Residential			
· Low Density	866.86		
· Medium Density	3608.65		
· High Density	437.49		
Multi-Family			
· Low Density	290.01	21.5	
· High Density	256.71	-0.5	
Commercial	970.56		4.0
Industrial	2427	-21.0	-4.0
Park	850.72		
Open Space/ Green Space	492		
Total acreage*:	10,200		

*Total area within each comprehensive plan designation within the UGB.

Zoning**	2019 Acres	CPA20-02 Mills	CPA20-03 Lofts
Parks/Open Space			
Neighborhood Park (NP)	145.14		
Special Use (SU)	164.09		
Open Space (OS)	421.55		
Industrial			
Heavy Industrial (HI)	858.58		
Light Industrial (LI)	91.83		
Business Park (BP)	563.63	-21.0	
Light Industrial/Business Park (LI/BP)	799.55		-4.0
Residential			
Residential-15,000 (R-15)	716.30		
Residential-12 (R-12)	925.43		
Residential-10,000 (R-10)	989.29		
Residential-7,500 (R-7.5)	1534.34		
Residential-6,000 (R-6)	191.11		
Multifamily Residential-10 (MF-10)	224.39	21.5	
Multifamily Residential-18 (MF-18)	312.70	-0.5	
Commercial			
Downtown Commercial (DC)	72.22		
Mixed Use (MX)	37.86		4.0
Regional Commercial (RC)	597.93		
Neighborhood Commercial (NC)	10.57		
Community Commercial (CC)	237.44		
Total Acres	8893.95		

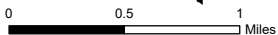
- Camas Comprehensive Plan Map
- Camas Zoning Map



Camas Comprehensive Plan

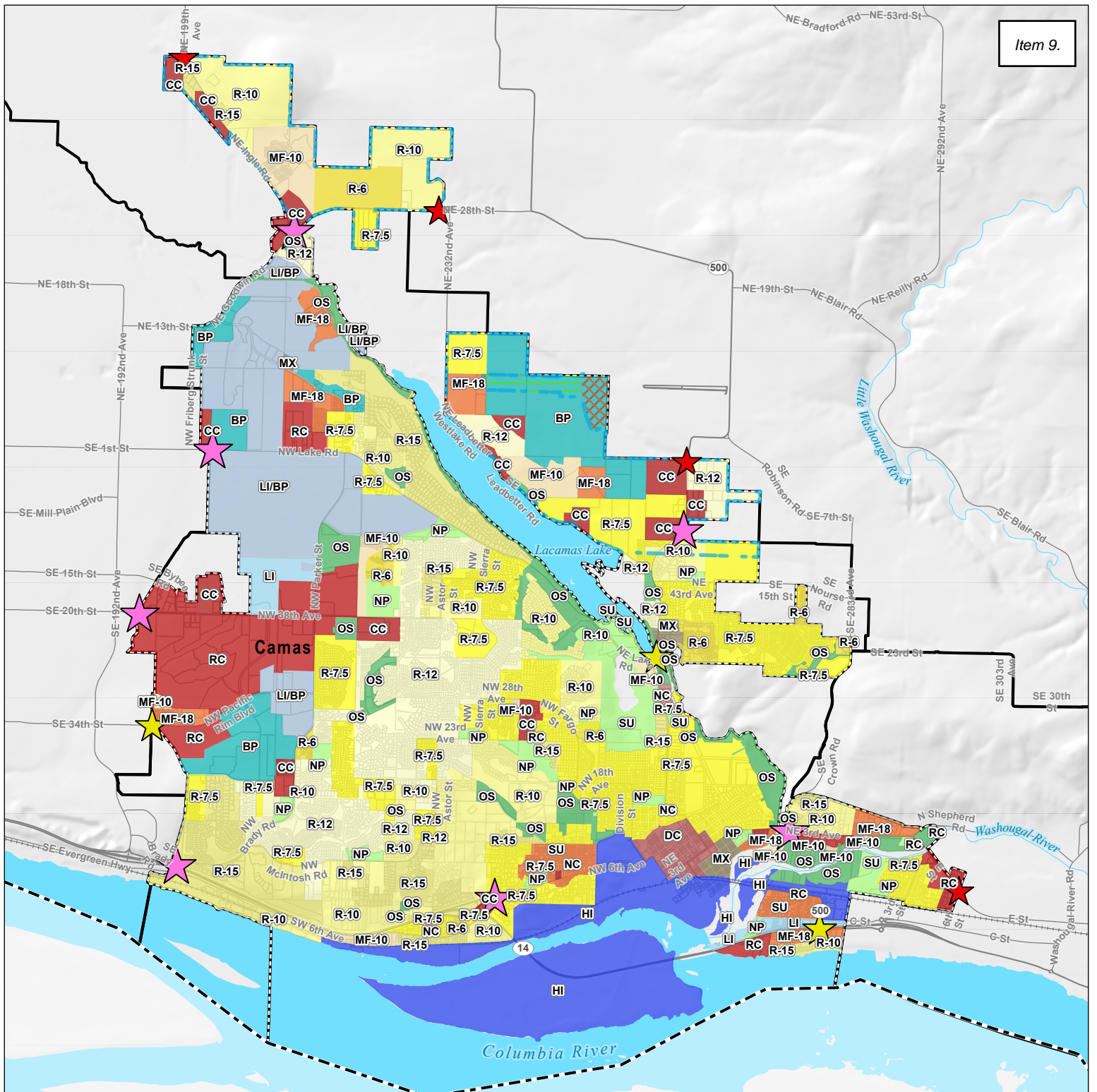
Ordinance #20-006

NOTE: Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.



KEY

- | | | |
|----------------------|------------------------|-----------------------|
| Single-Family_Low | Park | Water |
| Single-Family_Medium | Open space/Green space | County Boundary |
| Single-Family_High | Commercial | Incorporated Area |
| Multi-Family_Low | Industrial | Urban Growth Boundary |
| Multi-Family_High | Heavy Industrial | |

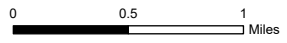
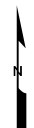


KEY

Camas Zoning
Ordinance #20-006

- Entry Signage
- Primary Gateways
- Secondary Gateways
- Airport Overlay - Zone A
- Airport Overlay - Zone B
- Airport Overlay - Zone C
- Single-Family residential (R-15)
- Single-Family residential - 12 (R-12)
- Single-Family residential (R-10, R10)
- Single-Family residential (R-7.5)
- Single-Family residential (R-6,)
- Multi-Family (MF-18)
- Neighborhood commercial (NC)
- Community commercial (CC)
- Mixed use (MX)
- Business park (BP)
- Light industrial (LI)
- Heavy industrial (HI)
- Multi-Family (MF-10)
- Regional commercial (RC)
- Downtown commercial (DC)
- Light industrial/Business park (LI/BP)
- Park
- Open space (OS)
- County Boundary
- Incorporated Area
- Urban Growth Area

NOTE: Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.



ORDINANCE NO. 20-005

AN ORDINANCE OF THE CITY OF CAMAS, WASHINGTON GRANTING CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS A NON-EXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS SYSTEM, IN, ALONG, UNDER, THROUGH AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF CAMAS, WASHINGTON

WHEREAS, Verizon, through its wholly owned subsidiary Cellco Partnership d/b/a Verizon Wireless (“VZW”) has requested a non-exclusive franchise with the City of Camas (“City”) for a period of ten years for the operation of a telecommunications system within the City Right-of-Way; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public Right-of-Way; and

WHEREAS, RCW 35A.47.040 grants the City broad authority to grant non-exclusive franchises; and

WHEREAS, VZW wishes to construct, operate and maintain a telecommunications system within the City Right-of-Way; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety and welfare of residents of the Camas community to enter into a non-exclusive franchise with VZW for the operation of a telecommunications system within the City Right-of-Way.

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

Section I

Grant of Franchise

The Franchise as set forth in the Franchise Agreement attached hereto as Exhibit “A” is hereby granted according to its terms.

Section II

This ordinance shall take effect five (5) days after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this 5th day of October, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

EXHIBIT “A”

**FRANCHISE AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF
TELECOMMUNICATIONS FACILITIES IN THE CITY OF CAMAS,
WASHINGTON**

Parties:

City of Camas, a Washington Municipal Corporation (“City”)

Cellco Partnership d/b/a Verizon Wireless, a Delaware limited liability company (“VZW”).

In consideration of the mutual promises set forth herein, the parties agree as follows:

Section 1. Definitions

The following terms contained herein, unless otherwise indicated, shall be defined as follows:

- 1.1 VZW: Cellco Partnership d/b/a Verizon Wireless and its respective successors and assigns.
- 1.2 City: The City of Camas, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.
- 1.3 Days: Calendar days.
- 1.4 Facilities: All of the equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver Telecommunications Services, including but not limited to all optical converters, remote radios, multiplexers, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, cut-off switches, electric meters, coaxial cables, fiber optic cables, conduit, wires, telecom demarcation boxes and related materials and equipment; and any and all other equipment, appliances, attachments, appurtenances and other items necessary or incidental to distribution and use of Telecommunications Services and all other facilities associated with the Telecommunications System located in the Right-of-Way, utilized by VZW in the operation of activities for small cell facilities authorized by this Ordinance. The abandonment by VZW of any Facilities as defined herein shall not act to remove the same from this definition.
- 1.5 Franchise: This document and any amendments or modifications hereto.
- 1.6 Permitting Authority: The head of the City department authorized to process and grant permits required to perform work in the City's Right-of-Way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.
- 1.7 Person: An entity or natural person.
- 1.8 Public Works Director or Director: The head of the Public Works department of the City, or in the absence thereof, the acting director, or the designee of either of these individuals.

1.9 Right-of-Way: As used herein shall refer to the surface of and the space along and below any street, road, highway, freeway, bridge, lane, sidewalk, alley, court, boulevard, sidewalk, parkway, drive, utility easement, and/or road Right-of-Way now or hereafter held or administered by the City of Camas.

1.10 Telecommunications Service: The transmission of information by wire, optical cable, or other similar means. For the purpose of this subsection, "information" means knowledge or intelligence represented by and form of writing, signs, signals, pictures, sounds, or any other symbols. For the purpose of this ordinance, Telecommunications Service excludes over-the-air transmission of broadcast television or broadcast radio signals.

1.11 Telecommunications System: The system of antennas, conduit, fiber optic cable, and all related and necessary Facilities in the Rights-of-Way associated with VZW's provision of Telecommunications Services.

Section 2. Franchise Granted.

2.1 Pursuant to RCW 35A.47.040, the City hereby grants to VZW, its heirs, successors, and assigns, subject to the terms and conditions hereinafter set forth, a Franchise for a period of ten (10) years (the "Initial Term"), beginning on the effective date of this Ordinance. Following the Initial Term, this Franchise shall automatically be renewed for three (3) additional periods of five (5) years (each a "Renewal Term"), unless: (i) VZW provides the City notice of its intent not to renew at least ninety (90) days before the expiration of the Initial Term or then current Renewal Term, as applicable, or (ii) with respect to the second Renewal Term or third Renewal Term, the City provides VZW notice of its intent not to renew at least three hundred sixty five (365) days before the expiration of the first Renewal Term or second Renewal Term, as applicable.

2.2 This Franchise shall grant VZW the right, privilege and authority to locate, construct, operate, maintain, replace, repair, acquire, sell, lease, and use a Telecommunications System in the Right-of-Way as approved under City permits issued by the Permitting Authority pursuant to this Franchise and City ordinances.

Section 3. Nonexclusive Franchise Grant.

This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in any Right-of-Way. This Franchise shall in no way prevent or prohibit the City from using any Right-of-Way or other public property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement or dedication of the same as the City may deem appropriate.

Section 4. Franchise Subject to Federal, State and Local Law.

Notwithstanding any provision contrary herein, this Franchise is subject to and shall be governed by all applicable provisions now existing or hereafter amended of federal, state and local laws and regulations.

Section 5. No Rights by Implication.

No rights shall pass to VZW by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

- 5.1 Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;
- 5.2 Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of- Way or public property; or
- 5.3 Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise.

Section 6. Conveyance of Rights.

This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide VZW with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

Section 7. No Waiver.

The failure of City on one or more occasions to exercise a right or to require compliance or performance under this Franchise or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City nor to excuse VZW from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

Section 8. Other Ordinances.

VZW agrees to comply with the terms of any lawful, generally applicable local ordinance, in effect upon adoption of this Franchise or as enacted or modified thereafter. In the event of a conflict between any ordinance and a specific provision of this Franchise, the Franchise shall control, provided however that VZW agrees that it is subject to the lawful exercise of the police power of the City.

If any federal or state laws or regulations or any binding judicial interpretations thereof that govern any aspect of the rights or obligations of one or more parties under this Franchise shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective federal or state laws, regulations or binding judicial interpretations, then the parties agree to promptly amend this Franchise as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

Section 9. Right-of-Way Vacation.

If any Right-of-Way or portion thereof used by VZW is vacated by the City during the term of this Franchise, the City shall endeavor to specifically reserve the continued use of the Right-of-Way by VZW. Unless the City specifically reserves to VZW the right to continue the use of vacated Rights-of-Way, VZW shall, without delay or expense to the City, remove its facilities from such Right-of-Way and restore, repair or reconstruct the Right-of-Way where such removal occurred. In the event of failure, neglect or refusal of VZW to restore, repair or reconstruct such Right-of-Way after thirty (30) days written notice from the City, the City may do such work or cause it to be done, and the reasonable cost thereof shall be paid by VZW within thirty (30) days of receipt of an invoice and documentation.

Section 10. Relocation of Facilities.

10.1 VZW agrees and covenants at no cost to the City, to relocate its Facilities when requested to do so by the City for a public project, provided that, VZW shall in all such cases have the privilege, upon approval by the City, which approval shall not be unreasonably withheld, delayed, or

conditioned, to temporarily bypass, in the authorized portion of the same Right-of-Way, any Facilities required to be relocated.

10.2 If the City determines that a public project necessitates the relocation of VZW's existing Facilities, the City shall:

10.2.1 At least sixty (75) days prior to the commencement of such project, provide VZW with written notice of known Facilities requiring such relocation; and

10.2.2 Provide VZW with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for VZW's Facilities; and

10.2.3 After receipt of plans and specifications from the City, VZW shall complete relocation of its Facilities at no charge or expense to the City at least ten (10) days prior to commencement of the project.

10.3 VZW may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise VZW in writing as soon as practicable (but no later than sixty (60) days after receipt of alternatives from the VZW) if any of the alternatives is suitable to accommodate the work that otherwise necessitates the relocation of the Facilities. If so requested by the City, VZW shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by VZW as full and fair a consideration as the project schedule will allow. In the event the City ultimately determines that there is no other reasonable alternative, VZW shall relocate its Facilities as directed by the City and in accordance with Section 10.2.3 of this Franchise.

10.4 The City will notify VZW as soon as practical of any facilities that are not identified during the design of the public project, but are discovered during the course of construction and need to be relocated. VZW will work with the City to design and complete a relocation to facilitate the completion of the public project with minimum delay.

10.5 Failure to complete a relocation requested by the City in accordance with Section 10.2 of this Franchise may subject VZW to liquidated damages as provided in Section 29 of this Franchise.

10.6 The provisions of this Section of this Franchise shall in no manner preclude or restrict VZW from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person other than the City, where the improvements to be constructed by said person are not or will not become City-owned, operated or maintained, provided that such arrangements do not unduly delay a City construction project. The provisions of this Franchise are subject to RCW 35.99.060. In the event of a conflict between the provisions of this Franchise and the RCW, the RCW shall control.

10.7 VZW recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular Right-of-Way, VZW shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

Section 11. VZW's Maps and Records.

Upon the City's request, VZW shall provide the City with typicals and as-built plans, maps, and records that show the vertical and horizontal location of its Facilities within the Right-of-Way using a minimum scale of one inch equals one hundred feet (1"=100'), measured from the center line of the Right-of-Way, which maps shall be in hard copy format reasonably acceptable to the City and in other digital electronic format reasonably acceptable to the City.

Section 12. Undergrounding.

12.1 This Franchise is subject to the undergrounding requirements as may be required or later adopted by the Camas Municipal Code and consistent with applicable federal and Washington State law. VZW shall install all of its Facilities (excluding antennas, equipment cabinets, cabling, and other equipment that must be above-ground in order to be functional) underground where all adjacent existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities, unless otherwise agreed by the City.

12.2 VZW will also share information necessary to facilitate joint-trenching and other undergrounding projects, and will otherwise cooperate with the City and other utility providers to serve the objective to maximize utility undergrounding where possible or as required.

Section 13. Service to Public Buildings (intentionally blank)

Section 14. Excavation and Notice of Entry.

14.1 During any period of relocation or maintenance, all surface structures, if any, shall be erected and used in such places and positions within the Right-of-Way so as to minimize interference with the passage of traffic and the use of adjoining property. VZW shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or State law, including RCW 39.04.180, for the construction of trench safety systems.

14.2 Whenever VZW excavates in any Right-of-Way for the purpose of installation, construction, repair, maintenance or relocation of its Facilities, it shall apply to the City for a permit to do so in accordance with the ordinances and regulations of the City requiring permits to operate in the Right-of-Way. In no case shall any work commence within any Right-of-Way without a permit. During the progress of the work, VZW shall not unnecessarily obstruct the passage or use of the Right-of-Way, and shall provide the City with plans, maps, and information showing the final location of any Facilities in accordance with Section 11 of this Franchise.

14.3 At least five (5) days prior to construction of Facilities consisting of digging, trenching, cutting, or other activities that may impact the utilization of the Right-of-Way for more than a four (4) hour period, VZW shall take reasonable steps to inform all apparent owners or occupiers of property within fifty (50) feet of said activities that a construction project will commence. The notice shall include, at a minimum, the dates and nature of the project and a toll-free or local telephone number that the resident may call for further information. A pre-printed door hanger may be used to satisfy VZW's obligations under this Section of this Franchise.

14.4 At least twenty-four (24) hours prior to entering Right-of-Way within ten (10) feet of private property to construct Facilities consisting of digging, trenching, cutting, or other activities that may impact the utilization of the Right-of-Way, VZW shall post a written notice describing the nature and location of the work to be performed adjacent to the affected private property as well as the information listed in Section 13.3 of this Franchise. VZW shall make a good faith effort to comply with the property owner/resident's preferences, if any, regarding the location or placement of Facilities that protrude above the prior ground surface level, if any, consistent with sound engineering practices.

Section 15. Stop Work.

On notice from the City that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as reasonably determined by the City, consistent with applicable law, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. The stop work order shall:

15.1 Be in writing;

15.2 Be given to the Person doing the work and be posted on the work site;

15.3 Be sent to VZW by email at the address given herein, provided the recipient of such email confirms receipt by reply email, which confirmation shall not include an automatic delivery or read receipt;

15.4 Indicate the nature of the alleged violation or unsafe condition; and

15.5 Establish conditions under which work may be resumed.

Section 16. Emergency Work, Permit Waiver.

In the event of any emergency where any Facilities located in the Right-of-Way are broken or damaged, or if VZW's construction area for their Facilities is in such a condition as to place the health or safety of any person or property in imminent danger, VZW shall immediately take any necessary emergency measures to repair or remove its Facilities without first applying for and obtaining a permit as required by this Franchise. However, this emergency provision shall not relieve VZW from later obtaining any necessary permits for the emergency work. VZW shall apply for the required permits not later than two business days following the emergency work.

Section 17. Recovery of Costs.

VZW shall be subject to all permit fees associated with activities undertaken pursuant to this Franchise or other ordinances of the City. If the City incurs any costs and/or expenses related to approving a permit, license, or franchise, or inspecting plans and construction, VZW shall pay the City's actual, reasonable and documented costs and expenses that are directly related to such costs. In addition, VZW shall promptly reimburse the City for any costs the City reasonably incurs in responding to any emergency involving VZW's Facilities. If the emergency involves the facilities of other utilities operating in the Right-of-Way, then the City will allocate costs among parties involved in good faith. Said costs and expenses shall be paid by VZW within thirty (30) days after receipt of an itemized billing by project of such costs.

Section 18. Dangerous Conditions, Authority for City to Abate.

18.1 Whenever installation, maintenance or excavation of Facilities authorized by this Franchise causes or contributes to a condition that appears to substantially impair the lateral support of the adjoining Right-of-Way, public or private property, or endangers any person, the City may direct VZW, at VZW's expense, to take reasonable actions to resolve the condition or remove the endangerment. Such directive may include compliance within a prescribed time period.

18.2 In the event VZW fails or refuses to promptly take the directed action, or fails to fully comply with such direction or if emergency conditions exist which require immediate action to prevent injury or damages to persons or property, the City may take such actions as it believes are reasonably necessary to protect persons or property and VZW shall reimburse the City for all costs incurred.

Section 19. Safety.

19.1 VZW, in accordance with applicable federal, State, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair of its Facilities utilizing methods and devices commonly accepted in their industry of operation to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.

19.2 All of VZW's Facilities in the Right-of-Way shall be constructed and maintained in a safe and operational condition, in accordance with applicable federal, State, and local safety rules and regulations.

19.3 The City reserves the right to ensure that VZW's Facilities are constructed and maintained in a safe condition. If a violation of any applicable safety regulation is found to exist, the City will notify VZW in writing of said violation and establish a reasonable time for VZW to take the necessary action to correct the violation. If the correction is not made within the established time frame, the City, or its authorized agent, may make the correction. VZW shall reimburse the City for all reasonable costs incurred by the City in correcting the violation.

Section 20. Authorized Activities.

This Franchise is solely for the location, construction, installation, ownership, operation, replacement, repair, maintenance, acquisition, sale, lease, and use of the Telecommunications System and associated Facilities for providing Telecommunications Services. VZW shall obtain a separate franchise for any operations or services other than these authorized activities.

Section 21. Administrative Fee and Utility Tax.

21.1 Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Right-of-Way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the Franchise incurred by the City. VZW does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010.

21.2 VZW shall be subject to a \$5,000 administrative fee for reimbursement of costs associated with the preparation, processing and approval of this Franchise Agreement, including wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Right-of-Way. Payment of

the one-time administrative fee is due 30 days after Franchise approval.

21.3 If RCW 35.21.860 is amended to allow collection of a franchise fee, this Franchise Agreement shall be amended to require franchise fee payments.

Section 22. Infeasible Rights of Use. Intentionally Omitted.

Section 23. Indemnification.

23.1 VZW agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from VZW's negligence or willful misconduct, or any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, provided that the City shall give VZW timely written notice of its obligation to indemnify the City.

VZW shall not indemnify the City for any damages, liability or claims resulting from the City's sole negligence, willful misconduct, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than VZW.

23.2 In the event VZW refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and VZW's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of VZW, then VZW shall pay all of the City's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against the City.

Should a court of competent jurisdiction or such other tribunal as the parties agree shall decide the matter, determine that this Franchise 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 VZW and the City, its officers, employees and agents, VZW's liability hereunder shall be only to the extent of VZW's negligence. It is further specifically and expressly understood that the indemnification provided in Section 22 of this Franchise constitutes VZW's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 24. Insurance.

24.1 Insurance Term. VZW shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on VZW's behalf with the issuance of this Franchise.

24.2 No Limitation. VZW's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of VZW to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

24.3 Scope of Insurance. VZW shall obtain insurance of the types and coverage described below:

24.3.1 Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form or its equivalent and shall cover liability arising from premises operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be included as an additional insured as their interest may appear under this Agreement, under VZW's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

24.3.2 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form or its equivalent.

24.4 Amounts of Insurance. VZW shall maintain the following insurance limits:

24.4.1 Commercial General Liability insurance shall be written with limits of \$5,000,000 each occurrence for bodily injury and property damage, and \$5,000,000 general aggregate, including \$5,000,000 products-completed operations aggregate limit

24.4.2 Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$5,000,000 per accident.

24.5 Other Insurance Provision. VZW's Commercial General Liability insurance policy shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the VZW's insurance and shall not contribute with it.

24.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

24.7 Verification of Coverage. VZW shall furnish the City with original certificates and a copy of the blanket additional insured endorsements, evidencing the insurance requirements of VZW before the issuance of any permit.

24.8 Notice of Cancellation. Upon receipt of notice from its insurer(s), VZW shall provide the Public Entity with written notice of any policy cancellation, within two business days of their receipt of such notice.

24.9 Failure to Maintain Insurance. Failure on the part of VZW to maintain the insurance as required shall constitute a material breach of the Franchise Agreement entitling the City to Liquidated Damages under Section 29, below, or such other and further relief provided for herein or by law. Alternatively, the City may, after giving thirty (30) days' notice to VZW to correct the breach, immediately terminate the Franchise.

Section 25. Abandonment of VZW's Facilities.

No portion of the Facilities laid, installed, or constructed in the Right-of-Way by VZW may be abandoned by VZW without the express written consent of the City. Any plan for abandonment or

removal of VZW's Facilities must be first approved by the Public Works Director, which shall not be unreasonably withheld or delayed, and all necessary permits must be obtained prior to such work. VZW shall have 120 days after termination or expiration of this Franchise to remove its Facilities from the Right of Way and restore the Right of Way to the condition that existed prior to VZW's use, reasonable wear and tear and casualty excepted.

Section 26. Restoration After Construction.

26.1 VZW shall, after any abandonment approved under Section 25 of this Franchise, or any installation, construction, relocation, maintenance, or repair of Facilities within the Franchise area, restore the Right-of-Way to at least the condition the same was in immediately prior to any such abandonment, installation, construction, relocation, maintenance or repair pursuant to City standards. VZW agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole cost and expense.

26.2 If VZW should fail to leave any portion of the excavation in a condition that meets the City's specifications per the CMC, the City may, on five (5) days' notice to VZW, which notice shall not be required in case of an emergency, cause all commercially reasonable work necessary to restore the excavation to a safe condition. VZW shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

26.3 Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by VZW, normal wear and tear excepted, shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to VZW in the case of work required pursuant to Section 26.2, above, which notice shall not be required in case of an emergency, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and VZW shall pay the reasonable costs of such work to the City, including City overhead (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

26.4 In the event the work includes cutting and patching existing road surfaces resulting in the degradation of the projected lifespan of the roadway, VZW shall compensate the City for the decrease in the road surface asset life, as estimated by the City Engineer or designee using the City's pavement rating and pavement management software.

26.5 VZW agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, VZW will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

Section 27. Bond or Letter of Credit.

Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Franchise, VZW shall cause to be furnished a bond or Letter of Credit executed by a corporate surety or financial institution eligible to do business in the State of Washington, in a sum to be set and approved by the Director of Public Works, consistent with the provisions of the CMC or as otherwise allowed by law, as sufficient to ensure performance of VZW's obligations under this Franchise. The bond shall be conditioned so that VZW shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to erect or replace any defective work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of

such repaired streets by the City. VZW may meet the obligations of this Section of this Franchise with one or more bonds reasonably acceptable to the City. In the event that a bond issued pursuant to this Section of this Franchise is canceled by the surety, after proper notice and pursuant to the terms of said bond, VZW shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section of this Franchise.

Section 28. Recourse Against Bonds and Other Security.

So long as the bond is in place, it may be utilized by the City as provided herein for reimbursement of the City by reason of VZW's failure to pay the City for actual costs and expenses incurred by the City to make emergency corrections under Section 17 of this Franchise, to correct Franchise violations not corrected by VZW after notice, and to compensate the City for monetary remedies or damages reasonably assessed against VZW due to material default or violations of the requirements of City ordinances.

28.1 In the event VZW has been declared to be in default of a material provision of this Franchise by the City and if VZW fails, within thirty (30) days after VZW's receipt of default notice, to pay the City any penalties, or monetary amounts, or fails to perform any of the conditions of this Franchise, or fails to begin to perform any condition that may take more than 30 days to complete, the City may thereafter obtain from the bond, after a proper claim is made to the surety, an amount sufficient to compensate the City for its damages. Upon such withdrawal from the bond, the City shall notify VZW in writing, by First Class Mail, postage prepaid, of the amount withdrawn and date thereof.

28.2 Thirty (30) days after the City's mailing of notice of the bond forfeiture or withdrawal authorized herein, VZW shall deposit such further bond, or other security, as the City may require, which is sufficient to meet the requirements of this franchise.

28.3 The rights reserved to the City with respect to any bond are in addition to all other rights of the City, whether reserved by this Ordinance or authorized by law, and no action, proceeding, or exercise of a right with respect to any bond shall constitute an election or waiver of any rights or other remedies the City may have.

Section 29. Liquidated Damages.

29.1 The City and VZW recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of VZW's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and VZW agree that VZW shall pay to the City, the sum set forth below for each day or part thereof that VZW shall be in breach of specific provisions of this Franchise. Such amount is agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of VZW's breach of such provisions of this Franchise.

29.1.1 Subject to the provision of written notice to VZW and a thirty (30) day right to cure period, the City may assess against VZW liquidated damages as follows: two hundred dollars (\$200.00) per day for any material breach as specified in this Franchise.

29.1.2 The City shall provide VZW a reasonable extension of the thirty (30) day right to cure period described in Section 28.1 of this Franchise if VZW has commenced work to cure the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided

that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

29.1.3 If liquidated damages are assessed by the City, VZW shall pay any liquidated damages within forty-five (45) days after they are assessed and billed.

29.1.4 In the event VZW fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date the City notifies VZW that there has been a violation.

29.2 The recovery of amounts under Section 29 of this Franchise shall not be construed to limit the liability of VZW under the Franchise or an excuse for unfaithful performance of any obligation of VZW. Similarly, the parties agree imposition of liquidated damages are not intended to be punitive, but rather, for City cost recovery purposes.

Section 30. Remedies to Enforce Compliance.

In addition to any other remedy provided herein, the City and VZW each reserve the right to pursue any remedy to compel the other to comply with the terms of this Franchise, and the pursuit of any right or remedy by a party shall not prevent such party from thereafter declaring a breach or revocation of the Franchise.

Section 31. Modification.

The City and VZW hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such amendment. City agreement shall be binding only upon City Council approval of any substantive alteration, amendment or modification of this Agreement.

Section 32. Force Majeure.

This Franchise shall not be revoked, nor shall VZW be liable for damages, due to any act or omission that would otherwise constitute a violation or breach that occurs without fault of VZW or occurs as a result of circumstances beyond VZW's reasonable control. Provided, however, VZW acts diligently to correct any such act or omission.

Section 33. City Ordinances and Regulations.

Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate lawful ordinances regulating the performance of the conditions of this Franchise, including any reasonable lawful ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control, by appropriate lawful regulations, the location, elevation, and manner of construction and maintenance of any fiber optic cable or of other Facilities by VZW. VZW shall promptly conform to all such regulations, unless compliance would cause VZW to violate other requirements of law.

Section 34. Acceptance/Liaison.

VZW's written acceptance shall include the identification of an official liaison who will act as the City's contact for all issues regarding this Franchise. VZW shall notify the City of any change in the identity of its liaison. VZW shall accept this Franchise in the manner hereinafter provided in Section 43 of this Franchise.

Section 35. Survival.

All of the provisions, conditions and requirements of Sections 10, Relocation of Facilities; 13, Excavation And Notice Of Entry; 17, Dangerous Conditions; 22, Indemnification; 24, Abandonment of VZW's Facilities; and 25, Restoration After Construction, of this Franchise shall be in addition to any and all other obligations and liabilities VZW may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to VZW and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the parties and all privileges, as well as all obligations and liabilities of each party shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever such party is named herein.

Section 36. Severability.

If any section, sentence, clause or phrase of this Franchise Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise Ordinance. In the event that any of the provisions of this Franchise Ordinance or of this Franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this Franchise and may amend, repeal, add, replace or modify any other provision of this Franchise Ordinance or of the Franchise granted herein, or may terminate this Franchise.

Section 37. WUTC Tariff Filings, Notice Thereof.

If VZW intends to file, pursuant to RCW Chapter 80.28, with the Washington Utilities and Transportation Commission (WUTC), or its successor, any tariff affecting the City's rights arising under this Franchise, VZW shall provide the City with fourteen (14) days prior written notice.

Section 38. Binding Acceptance.

This Franchise shall bind and benefit the parties hereto and their respective successors and assigns.

Section 39. Assignment.

39.1 This Franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale or otherwise, without the written approval of the City. The City's approval shall not be unreasonably withheld or delayed. Any reasonable costs associated with the City's review of any transfer proposed by VZW shall be reimbursed to the City by the new prospective Franchisee, if the City approves the transfer, or by VZW if said transfer is not approved by the City.

39.2 Notwithstanding the foregoing, VZW may assign this Franchise, or its rights or obligations to any person or entity controlling, controlled by, or under common control with VZW as of the date of such assignment. VZW shall provide notice of any such assignment to the City.

Section 40. Alternate Dispute Resolution.

If the City and VZW are unable to resolve disputes arising from the terms of the Franchise granted herein, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to an alternate dispute resolution process in Clark County agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.

Section 41. Venue.

If alternate dispute resolution is not successful, the venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Clark County Superior Court.

Section 42. Entire Agreement.

This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

Section 43. Notice.

Any notice required or permitted under this Franchise shall be in writing, and shall be delivered personally, delivered by a nationally recognized overnight courier, or sent by registered or certified mail, return receipt requested, to the other party at the address listed below. If such notice, demand or other communication shall be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by overnight delivery, it shall be conclusively deemed given the day after it was sent to the party to whom such notice, demand or other communication is to be given. If such notice, demand or other communication is given by mail, it shall be conclusively deemed given three (3) days after it was deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given.

If to the City, the notice shall be sent to:

City of Camas
City Administrator
616 NE 4th Avenue
Camas, WA 98607

If to VZW, the notice shall be sent to:

Cellco Partnership
d/b/a VERIZON WIRELESS
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

with a copy to:

Cellco Partnership
d/b/a VERIZON WIRELESS
Attn: Pacific Market General Counsel
15505 Sand Canyon Avenue
Irvine, CA 92618

Either party can alter their official address for notifications provided in this Section of this Franchise by providing the other party written notice thereof.

Section 44. Directions to City Clerk.

The City Clerk is hereby directed to publish this Ordinance in full and forward certified copies of this ordinance to VZW. VZW shall have thirty (30) days from receipt of the certified copy of this ordinance to execute this Franchise Agreement. If VZW fails to execute this Franchise in accordance with the above provisions, this Franchise shall be null and void.

Section 45. Publication Costs.

VZW shall reimburse the City for the cost of publishing this Franchise ordinance within thirty (30) Days of receipt of the City's invoice.

Section 46. Effective Date.

This ordinance shall take effect and be in full force five (5) Days after the date of publication.

VZW

City

Cellco Partnership d/b/a
Verizon Wireless, a Delaware limited liability
company

City of Camas,
a Washington Municipal Corporation

By: _____
Name: _____
Title: _____

_____ by Barry McDonnell, Mayor

PASSED BY THE CITY COUNCIL ON _____, 2020.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 20-007

AN ORDINANCE GRANTING CELLCO PARTNERSHIP (D/B/A VERIZON WIRELESS) A LICENSE TO ATTACH WIRELESS INSTALLATIONS ON CERTAIN PUBLIC STRUCTURES AND TO UTILIZE CERTAIN PUBLIC INFRASTRUCTURE WITHIN THE CITY OF CAMAS, WASHINGTON.

WHEREAS, Cellco Partnership (“Cellco”) has been granted a non-exclusive franchise with the City of Camas for a period of ten years for the operation of wireless communications facilities within the City right-of-way pursuant to Ordinance No. 20-005; and

WHEREAS, pursuant to Camas Municipal Code 18.35.040E, additional ancillary agreements may be required associated with the attachment of wireless installations to public structures and for the utilization of infrastructure; and

WHEREAS, Cellco and the City have negotiated the terms of a “License Agreement for Wireless Installations on Public Structures” attached hereto as Exhibit “A”.

NOW, THEREFORE, the Council of the City of Camas do ordain as follows:

Section I

Grant of License

The License Agreement for Wireless Installations on Public Structures attached hereto as Exhibit “A” is hereby granted according to its terms. The Mayor is hereby authorized to execute said License Agreement on behalf of the City of Camas.

Section II

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

PASSED BY the Council and APPROVED by the Mayor this 5th day of October, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES

This License Agreement For Wireless Installations on Public Structures (“Agreement”) is made and entered into as of the Effective Date by and between the City of Camas (“Licensor”) and Celco Partnership d/b/a Verizon Wireless (“Licensee”).

RECITALS

WHEREAS, Licensee seeks to attach Wireless Installations to certain Structures and to utilize certain Infrastructure upon the terms and conditions set forth below;

WHEREAS, Licensor is willing to accommodate Licensee’s non-exclusive use of such Structures and Infrastructure in accordance with Laws and the terms and conditions of this Agreement; and

WHEREAS, concurrently with the execution of this Agreement, Licensor and Licensee are entering into a Franchise Agreement pursuant to which Licensee may construct, maintain, operate, replace and repair wireless communications facilities in, along, under, through and below Licensor’s public rights-of-way; and

WHEREAS, any capitalized terms in this Agreement shall have the meaning ascribed to them in Exhibit 1 attached hereto and incorporated herein by reference.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

1. GRANT OF LICENSE

1.1 Grant of License. To the extent not already governed by Laws, Licensor hereby grants Licensee a license for Licensee’s use of the Licensed Site as necessary to utilize, replace or upgrade Licensor’s Structures and Infrastructure, as provided herein and as provided in the individual Site License Agreements signed by the Parties pursuant to this Agreement. The license granted herein is revocable only in accordance with the terms and conditions of the Agreement. No use of Licensor’s Structures or Infrastructure under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures or Infrastructure. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities, including Wireless Installations, that do not conform to this Agreement.

1.2. Permitted Use. Licensee may use Licensor’s Structures and Infrastructure for the Permitted Use, subject to the terms and conditions of this Agreement.

2. TERM

2.1 Agreement Term. This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for the Agreement Initial Term. The Agreement will be automatically extended for three (3) successive five (5) year renewal terms, unless: (i) Licensee provides Licensor written notice of termination at least ninety (90) days prior to the expiration of the Agreement Initial Term or the then applicable renewal term, as the case may be, or (ii) with respect to the second renewal term or third renewal term, Licensor provides Licensee notice of its intent not to renew at least three hundred sixty five (365) days prior to the expiration of the first renewal term or second renewal term, as the case may be.

2.2 Site License Agreement Term.

(a) The initial term for each individual Site License Agreement shall commence on the Commencement Date and shall be for the Site License Initial Term. Promptly following Licensee’s receipt of Licensor’s written request, the Parties shall confirm in an Acknowledgment the Commencement Date and expiration date of the Site License Initial Term.

(b) Each Site License Agreement shall be automatically extended for up to three (3) successive Site License Renewal Terms unless Licensee notifies Licensor in writing of Licensee’s intent

not to renew the Site License at least thirty (30) days prior to the expiration of the Site License Initial Term or the then applicable Site License Renewal Term, as the case may be.

(c) Notwithstanding anything herein, no Site License Agreement which was signed during the Term of the Agreement shall survive beyond the expiration or earlier termination of this Agreement, it being the intent of the parties that each Site License Agreement shall be coterminous with this Agreement, and upon the expiration or earlier termination of this Agreement, Licensee shall submit to Licensor for its review and approval, which shall not be unreasonably withheld or delayed, Licensee's plan for abandonment or removal its Wireless Installations then attached to Licensor's Structures.

3. CHARGES, BILLING AND PAYMENT

3.1 Annual Fee.

(a) Licensee shall pay Licensor a Fee of Two Hundred Seventy and No/100 Dollars (\$270.00) per Wireless Installation located in Licensor's right-of-way for each year of the Site License Term. The Fee is per Wireless Installation, and includes all Structure, Infrastructure, appurtenant equipment and facilities used in connection with each Wireless Installation. Except in the event of a voluntary termination of a Site License Agreement pursuant to Section 13.4(b) below, the Fee will be prorated for any partial year based on a 360-day calculation.

(b) The Fee may be revised once per calendar year to an amount that is calculated pursuant to the terms and conditions of the FCC 2018 Order, calculated pursuant to a cost study which has been reviewed, adopted and approved by Licensor's City's Council and is not subject to further appeals or subject to a complaint before a competent regulatory agency or court. After the revised Fee is final as described in the preceding sentence, Licensor shall provide Notice to Licensee of the Fee in accordance with the notice requirements of this Agreement. The Fee payable under this Agreement will adjust to Licensor's Cost starting with Fee payments that are due at least 90 days after the date of such notice.

(c) Licensor hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof that none of the rates or fees offered to any other entity with respect to Wireless Installations is or will be more favorable than the Fee under this Agreement. If Licensor agrees to a rate or fee that is more favorable than the Fee under this Agreement, Licensee shall be entitled under this Agreement to such rate or fee on and after the date such rate or fee becomes effective.

3.2 Timing of Payment. Licensee shall make the first payment of the Fee under any Site License Agreement within ninety (90) days of the full execution of the Acknowledgment. Thereafter, the Fee shall be paid on or before each anniversary of the Commencement Date during the Site License Term.

3.3 Billing and Payment Generally. All bills and other requests for payment to Licensor under this Agreement (other than the payment of the Fee) shall be presented in writing to Licensee and accompanied with reasonable substantiation of the costs incurred by Licensor. Properly presented invoices shall be paid by Licensee within ninety (90) days of receipt of invoice accompanied by such substantiation. All charges payable under this Agreement shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee.

4. SITE LICENSE PROCESS

4.1 Site License Application. Subject to Section 4.4 below, before installing any new or additional Wireless Installation onto any Structure or utilizing any Infrastructure, Licensee shall apply for a Site License Agreement from Licensor using a Site License Application in the form attached as Exhibit 2. Licensee will identify in the Site License Application any Licensor Work it believes needs to be performed in connection with Licensee's use of the Structure and/or Infrastructure.

4.2 Processing of Site License Application. Unless Laws provide otherwise, Licensor will take reasonable steps to notify Licensee of the specific deficiencies in any Site License Application within ten (10) days of its submission. If an application is deemed incomplete, the review timeframe will pause until

the missing information is submitted. Licensor approve or reject each Site License Application within sixty (60) days of its submission for sites that have existing Poles, and ninety (90) days for Sites that do not have an existing Pole. Licensor may, on Technical Grounds, deny all or part of a Site License Application, or limit the number and/or technical characteristics (*e.g.*, weight or size) of any Wireless Installation on any Structure or Infrastructure. In the event Licensor determines, based upon Technical Grounds, that inadequate space or structural capacity exists on its Structure(s) or inadequate space or capacity exists on its Infrastructure to accommodate any proposed Wireless Installation, Licensee may elect to have such Structure(s) replaced or upgraded as part of Licensor Work or such Infrastructure replaced or upgraded as part of Licensor Work, at Licensee's sole expense, with Structure(s) or Infrastructure with adequate space and structural capacity to accommodate the proposed Wireless Installation. In the event of rejection on Technical Grounds of a Site License Application, Licensor shall provide a written explanation to Licensee of the basis for the rejection. In the event that Licensor approves Licensee's Site License Application, then the Parties shall promptly proceed in good faith to sign and deliver a Site License Agreement for the Wireless Installation in the form attached as Exhibit 3 fully consistent with Licensor's approval of the Site License Application.

4.3 Consolidated Site License Application. For small cell networks involving Wireless Installations on multiple Structures and/or Infrastructure, Licensee may, in its discretion, file a consolidated application for utilization of multiple Structures and Infrastructure, and upon approval by Licensor, the Parties shall enter into a separate Site License Agreement for each approved Structure and/or Infrastructure location.

4.4 Modifications and Replacements. Except for any Wireless Installation installed upon a decorative Structure or upon a Structure located within either a scenic or historic district, subsequent to the original Wireless Installation approved by Licensor, Licensee may, without submitting a new Site License Application, modify or replace all or a portion of the Wireless Installation so long as such modification or replacement (a) results in the installation of equipment within the spaces designated or depicted in the Site License Application and (b) the resulting installation does not increase the load on the applicable Structure or the utilization of the Infrastructure beyond the loading or utilization, if any, that was established in the original Site License Application. Licensee shall still be required to notify the Licensor of the work and obtain any other permits required by the Camas Municipal Code to complete the work.

4.5 Pre-Approved Wireless Installations. Once a Wireless Installation design has become a Pre-Approved Wireless Installation for Licensee's use of a Structure and/or Infrastructure, then Licensee shall be allowed to install a Wireless Installation using any such Pre-Approved Wireless Installation without further land use review or approval by Licensor, subject to space and structural capacity and loading review by Licensor during the building permit review process. All other municipal reviews and approvals, including the execution of a Site License Agreement, building permits and right of way permits, shall apply to the installation of any Pre-Approved Wireless Installation.

4.6 Additional License and Permits Required by Camas Municipal Code. To the extent not in contravention of any applicable Law, Wireless Installations will be installed, operated and maintained by or on behalf of Licensee in accordance with applicable provisions of the Camas Municipal Code regulating wireless communications facilities. Licensee or its designee may be required to apply for and obtain additional permits from the Licensor, including but not limited to a permit issued by the Licensor for work performed within the rights-of-way, prior to Licensor issuing a Site License Agreement. Execution of this Agreement or any Site License Agreement does not constitute the issuance of a Permit.

5. LICENSOR WORK FOR STRUCTURES AND INFRASTRUCTURE

5.1 Licensor Work. At the time of approving the Site License Application, Licensor will advise Licensee whether Licensor is willing to perform Licensor Work identified in the Site License Application. If Licensor indicates it is willing to perform the Licensor Work, Licensor will provide Licensee with a Licensor Work Cost Estimate within fourteen (14) days of Licensor authorizing the Site License Agreement in accordance with Section 4.2, unless Laws provide a different deadline. Licensee shall have

sixty (60) days from the receipt of such a Licensor Work Cost Estimate to accept the estimate, unless Laws provide a different deadline.

5.2 Licensor Work Timeline. Licensor will begin Licensor Work promptly after it has received Licensee's Approved Licensor Work Cost Estimate and full payment thereof and complete all Licensor Work within sixty (60) days thereafter. If Licensor does not indicate that it is willing to perform the Licensor Work, Licensee may perform the Licensor Work itself.

5.3 Licensor Work Reconciliation. If the actual and reasonable costs incurred by Licensor in completing a Licensor Work exceed the pre-paid Approved Licensor Work Cost Estimate, Licensee shall pay Licensor the shortfall amount of such costs within ninety (90) days of receipt of the invoice accompanied by reasonable substantiation. If such Licensor Work costs are less than the pre-paid Approved Licensor Work Cost Estimate, Licensor will refund the excess Licensor Work payment to Licensee within ninety (90) days following completion of the Licensor Work. No interest shall accrue on any Licensee overpayment or underpayment for Licensor Work

5.4 Costs To Rearrange/Adjust Facilities of Others. If a Person, other than Licensor, must rearrange or adjust any of its facilities to accommodate a new Wireless Installation, Licensee shall coordinate such activity at Licensee's sole expense; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant with Laws.

6. GENERAL LICENSEE OBLIGATIONS

6.1 Technical Requirements and Specifications. At its own expense, Licensee shall erect, install, repair and maintain its Wireless Installations in safe condition and good repair in accordance with (a) the requirements and specifications of Safety Codes; (b) Licensor's reasonable standards, and (c) any current or future rules or orders of the FCC, the State public utility commission, or any other federal, state or local authority having jurisdiction. Changes to the requirements, specifications, standards, rules and orders in subsections (a), (b) and (c) shall not apply retroactively unless required by Laws, and Licensor shall give at least sixty (60) days' written notice of changes to the standards in subsection (c).

6.2 No Liens. Licensee will not allow to exist any lien with respect to any Structure or Infrastructure or other Licensor property or facility resulting from any work performed by or on behalf of Licensee pursuant to this Agreement, or any act or claim against Licensee or any of its contractors, agents, or customers. Licensee will, at its sole expense, promptly bond or otherwise discharge any such lien within sixty (60) days of receipt of written notice from Licensor of the existence of such lien.

6.3 Worker Qualifications; Responsibility for Agents and Contractors. Each Party shall ensure that its employees, agents or contractors who perform work in furtherance of this Agreement are adequately trained and skilled to access Structures and Infrastructure in accordance with all applicable industry and governmental standards and regulations.

7. UTILITIES.

Licensee shall install or cause to be installed a separate electric meter on a ground mounted pedestal or on Licensee's pad mounted equipment cabinet as required by the electric provider for the operation of its Equipment. Licensee shall be responsible for paying all charges for any electricity furnished by a utility Licensee furnishing service to the Equipment.

8. OPERATION AND MAINTENANCE

8.1 RF Emissions. Licensee's operation of its Wireless Installations will comply with all FCC regulations regarding RF emissions and exposure limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Except in an Emergency, Licensor's authorized field personnel will contact Licensee's designated point of contact with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an Emergency, the power-down will be performed with such

advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Wireless Installations and agree to limit the frequency of power-downs and to restore power as promptly as much as reasonably possible.

8.2 Interference.

(a) Licensee will operate its Wireless Installations in compliance with all FCC regulations regarding Interference with the radio signal transmissions of Licensor and other third parties in or upon a Structure, which transmissions are operated in compliance with Laws.

(b) Licensor will not grant after the date of this Agreement a permit, license or any other right to any third party if, at the time such third party applies to use a Structure or Infrastructure, Licensor knows that such third party's use will cause Interference with the Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement.

(c) Licensor will not, nor will Licensor permit its employees, invitees, agents or independent contractors to intentionally cause Interference with Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement. If Licensee reasonably determines that Interference is occurring, then Licensor will meet and confer with Licensee within five (5) days of Licensor's receipt of notice of Interference from Licensee, and otherwise diligently work in good faith with Licensee to determine the root cause of the Interference and to develop workable solutions to resolve the Interference in a mutually acceptable manner.

9. RELOCATION AND ABANDONMENT

9.1 Licensee agrees and covenants at no cost to Licensor, to relocate its Wireless Installations when requested to do so by Licensor for a public project, provided that, Licensee shall in all such cases have the privilege, upon approval by Licensor, to temporarily bypass, in the authorized portion of the same right of way any Wireless Installations required to be relocated.

9.2 If Licensor determines that a public project necessitates the relocation of Licensee's existing Wireless Installations, Licensor shall:

(a) At least seventy-five (75) days prior to the commencement of such project, provide Licensee with written notice of known Wireless Installations requiring such relocation; and

(b) Provide Licensee with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for Licensee's Wireless Installations.

(c) Meet with Licensee, if requested, within five (5) business days to discuss the scope, requirements and challenges of the relocation work, and to discuss any possible alternatives to the relocation as permitted in Section 9.4, below.

9.3 After receipt of such notice and such plans and specifications and meeting, Licensee shall complete relocation of its Wireless Installations at no charge or expense to Licensor at least ten (10) days prior to commencement of the project.

9.4 Licensee may, after receipt of written notice requesting a relocation of its Wireless Installations, submit to Licensor written alternatives to such relocation. Licensor shall evaluate such alternatives and advise Licensee in writing as soon as practicable if any of the alternatives is suitable to accommodate the work that otherwise necessitates the relocation of the Wireless Installations. If so requested by Licensor, Licensee shall submit additional information to assist Licensor in making such evaluation.

Licensor shall give each alternative proposed by Licensee as full and fair a consideration as the project schedule will allow. In the event Licensor ultimately determines that there is no other reasonable alternative, Licensee shall relocate its Wireless Installations as directed by Licensor and in accordance with this Section 9 of this Agreement.

9.5 Licensor will notify Licensee as soon as practical of any Wireless Installations that are not identified during the design of the public project, but are discovered during the course of construction and need to be relocated. Licensee will work with Licensor to design and complete a relocation to facilitate the completion of the public project with minimum delay.

9.6 Failure to complete a relocation requested by Licensor in accordance with this Section 9 of this Agreement by the date included in the notice provided for thereby may subject Licensee to liquidated damages as provided in Section 14 of this Agreement, except in the event Licensee suffers a force majeure or other event beyond its reasonable control. Alternatively, should Licensor's project be delayed as a result of Licensee's failure to complete a relocation requested in accordance with this Section 9 of this Agreement and provided Licensee has not suffered a force majeure or other event beyond its reasonable control, then Licensor may, at Licensee's sole expense, have the Wireless Installations relocated by Licensor's contractor. In such event, Licensee shall pay the cost of relocation within 30 days of submission of an invoice by Licensor. This Section shall only apply if applied in a non-discriminatory manner and it is necessary for all Wireless Installations and appurtenances to be moved in the same location.

9.7 The provisions of this Section of this Agreement shall in no manner preclude or restrict Licensee from making any arrangements it may deem appropriate when responding to a request for relocation of its Wireless Installations by any person other than Licensor, where the improvements to be constructed by said person are not or will not become Licensor-owned, operated or maintained, provided that such arrangements do not unduly delay a Licensor construction project. The provisions of this Agreement are subject to RCW 35.99.060. In the event of a conflict between the provisions of this Agreement and the RCW, the RCW shall control.

9.8 Licensee recognizes the need for Licensor to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by Licensor and other public utility providers. Thus, Licensor reserves the right to maintain clear zones within the public right of way for installation and maintenance of said utilities. The clear zones for each right of way segment shall be noted and conditioned with the issuance of each right of way permit. If adequate clear zones are unable to be achieved on a particular right of way, Licensee shall locate in an alternate right of way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

9.9 No portion of the Wireless Installations attached to the Structures or Infrastructure by Licensee may be abandoned by Licensee without the express written consent of Licensor. Any plan for abandonment or removal of Licensee's Wireless Installations must be first approved by the Public Works Director, which shall not be unreasonably withheld or delayed, and all necessary permits must be obtained prior to such work.

10. INSURANCE

10.1 Insurance Term. Licensee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may be caused, in whole or in part, by operations or activities performed by or on Licensee's behalf with the issuance of this Agreement.

10.2 No Limitation. Licensee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Licensee to the coverage provided by such insurance, or otherwise limit Licensor's recourse to any remedy available at law or in equity.

10.3 Scope of Insurance. Licensee shall obtain insurance of the types and coverage described below:

(a) Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form or its equivalent, and shall cover liability caused, in whole or in part, by operations, products-completed operations, and contractual liability. There shall be no specific exclusion for liability arising from explosion, collapse or underground property damage. Licensor shall be included as an additional insured under Licensee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

(b) Automobile Liability insurance if vehicles will be used in the performance of this contract, covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form or its equivalent.

10.4 Amounts of Insurance. Licensee shall maintain the following insurance limits:

(a) Commercial General Liability insurance shall be written with limits of \$5,000,000 each occurrence for bodily injury and property damage, \$5,000,000 general aggregate and a \$5,000,000 products-completed operations aggregate limit.

(b) Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$5,000,000 per accident.

10.5 Other Insurance Provision. Licensee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect Licensor. Any Insurance, self-insurance, or self-insured pool coverage maintained by Licensor shall be excess of the Licensee's insurance and shall not contribute with it.

10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII.

10.7 Verification of Coverage. Licensee shall furnish Licensor with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of Licensee before issuance of the Permit.

10.8 Notice of Cancellation. Licensee shall provide Licensor with written notice of any required policy cancellation or nonrenewal that is not replaced, within two business days of their receipt of such notice.

10.9 Failure to Maintain Insurance. Failure on the part of Licensee to maintain the insurance as required shall constitute a material breach of the Agreement entitling Licensor to Liquidated Damages under Section 14, below, or such other and further relief provided for herein or by law. Alternatively, Licensor may, after giving thirty (30) days' notice to Licensee to correct the breach, immediately terminate this Agreement.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS

INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, EXCEPT THAT THE EXPRESS INDEMNIFICATION OBLIGATIONS MADE BY THE PARTIES IN SECTION 12 OF THIS AGREEMENT SHALL STILL APPLY.

12. INDEMNIFICATION

12.1 Licensee agrees to indemnify, save and hold harmless, and defend Licensor, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Agreement or Licensee's activities, or any casualty or accident to person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Agreement, provided that Licensor shall give Licensee timely written notice of its obligation to indemnify Licensor. Licensee shall not indemnify Licensor to the extent any damages, liability or claims result from Licensor's negligence, willful misconduct, or breach of obligation of Licensor, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which Licensor is legally responsible, or for any activity or function conducted by any person other than Licensee.

12.2 In the event Licensee refuses to undertake the defense of any suit or any claim, after Licensor's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and Licensee's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Licensee, then Licensee shall pay all of Licensor's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against Licensor.

Should a court of competent jurisdiction or such other tribunal as the parties agree shall decide the matter, 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 Licensee and Licensor, its officers, employees and agents, Licensee's liability hereunder shall be only to the extent of Licensee's negligence. It is further specifically and expressly understood that the indemnification provided in Section 12 of this Agreement constitutes Licensee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

13. DEFAULT AND TERMINATION

13.1 Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default, then thereafter Licensor may elect any of the following remedies:

- (a) suspend Licensee's access to the Structure or Infrastructure to which the Default pertains;
- (b) terminate the specific Site License Agreement(s) or affected portion thereof covering the Structure(s) or Infrastructure to which the Default pertains;
- (c) require Licensee's obligation to which the Default has been declared to be specifically performed; or
- (d) maintain an action at law against Licensee for damages directly incurred by Licensor arising directly from Licensee's uncured Default.

13.2 Licensor's Default and Licensee's Remedies. If Licensor does not cure its Default, then thereafter, Licensee may elect to pursue any rights or remedies available to Licensee at law or in equity.

13.3 Voluntary Termination of Site License Agreement.

(a) A Site License Agreement may be terminated by Licensee for any reason or no reason, and without further liability to Licensee, at any time prior to the Commencement Date effective upon written notice to Licensors.

(b) A Site License Agreement may be terminated by Licensee after the Commencement Date for any reason or no reason effective upon the later of (i) thirty (30) days' following written notice to Licensors and (ii) the date of removal of the Wireless Installation. In the event Licensee has paid a Fee to Licensors for the use of the Licensed Site, then Licensors shall have the right to retain the Fee without refund or other credit to Licensee.

14. LIQUIDATED DAMAGES.

14.1 Licensors and Licensee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by Licensors as a result of Licensee's breach of certain provisions of this Agreement. Accordingly, instead of requiring such proof, Licensors and Licensee agree that Licensee shall pay to Licensors, the sum set forth below for each day or part thereof that Licensee shall be in breach of specific provisions of this Agreement. Such amount is agreed to by both parties as a reasonable estimate of the actual damages Licensors would suffer in the event of Licensee's breach of such provisions of this Agreement.

(a) Subject to the provision of written notice to Licensee and a thirty (30) day right to cure period, Licensors may assess against Licensee liquidated damages as follows: two hundred dollars (\$200.00) per day for any material breach of the Agreement.

(b) Licensors shall provide Licensee a reasonable extension of the thirty (30) day right to cure period described in Section 14.1(a) of this Agreement if Licensee has commenced work to cure the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

(c) If liquidated damages are assessed by Licensors, Licensee shall pay any liquidated damages within forty-five (45) days after they are assessed and billed.

(d) In the event Licensee fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date Licensors notifies Licensee that there has been a violation.

14.2 The recovery of amounts under Section 14.1(a) of this Agreement shall not be construed to limit the liability of Licensee under the Agreement or an excuse for unfaithful performance of any obligation of Licensee. Similarly, the parties agree imposition of liquidated damages are not intended to be punitive, but rather, for Licensors cost recovery purposes.

15. CASUALTY. In the event of damage to a Structure and/or Infrastructure due to a Casualty Event that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensors elects not to repair, or if such Casualty Event is reasonably be expected to disrupt Licensee's operations on the Structure and/or Infrastructure for more than forty-five (45) days, then Licensee may, at any time following such Casualty Event; (i) terminate the applicable Site License Agreement or affected portion thereof upon fifteen (15) days' written notice to Licensors; (ii) place a temporary facility, if feasible, at a location equivalent to Licensee's current use of the Structure and/or Infrastructure, as the case may be, until such time as the Structure and/or Infrastructure is restored and the Wireless Installation is returned to full on-air operation in the ordinary course of Licensee's business; or (iii) submit a new Site License Application for an alternate location equivalent to Licensee's current use of the Structure and/or Infrastructure, in which case Licensors shall waive the application fee and transfer all remaining rights to

the new Structure and Infrastructure, as the case may be, as long as such relocation was due to a Casualty Event not caused by Licensee. If Licensee elects to terminate the Site License Agreement, notice of termination shall cause the applicable Site License Agreement or affected portion thereof to terminate with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable Site License Agreement. Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof, and to be reimbursed for any prepaid Fee on a pro rata basis. If Licensee does not elect to terminate the applicable Site License Agreement, then the Fee shall fully abate during the period of repair following such Casualty Event until the date that the Wireless Installation is returned to full on-air operation in the Licensed Site in the ordinary course of Licensee’s business.

16. MISCELLANEOUS PROVISIONS

16.1 Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Parties as follows:

<p>If to Licensee (including invoices):</p> <p>Cellco Partnership d/b/a Verizon Wireless Attn: Network Real Estate 180 Washington Valley Road Bedminster, New Jersey 07921</p>	<p>If to Licensor:</p> <p>City of Camas Attn: City Administrator 616 NE 4th Avenue Camas, WA 98607</p>
<p>With a copy to the Verizon Legal Department:</p> <p>Cellco Partnership d/b/a Verizon Wireless Attn: Pacific Market General Counsel 15505 Sand Canyon Avenue Irvine, CA 92618</p>	

Contact Number for day to day operation:

Licensor: 1-360-834-6864
Licensee: 1-800-264-6620

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

16.2 Force Majeure. This Agreement shall not be revoked, nor shall Licensee be liable for damages, due to any act or omission that would otherwise constitute a violation or breach that occurs without fault of Licensee or occurs as a result of circumstances beyond Licensee's reasonable control. Provided, however, Licensee acts diligently to correct any such act or omission.

16.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days’ written notice, either Party may assign this Agreement or its rights or obligations to (a) an Affiliate or (b) in connection with the sale or other transfer of substantially all of Licensee’s assets in the FCC market area where the Structures are located.

16.4 Compliance with Laws. Licensee and Licensor agree to comply with all Laws.

16.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the state where the Structures are located without regard to its conflict of laws principles, and, where applicable, federal law.

16.6 Waiver of Jury Trial. Each Party waives its right to a trial by jury on disputes arising from this Agreement.

16.7 Change of Law. Either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement which are affected by any New Law be renegotiated to conform to the New Law on a going forward basis for all existing and new Wireless Installations, unless the New Law requires retroactive application, except that, notwithstanding a New Law, the Fee shall remain unchanged for any Wireless Installations in place as of the time the New Law became effective. In the event that the Parties are unable to agree upon such new rates, terms of conditions within ninety (90) days after such notice, then any rates contained in the New Law shall apply as of the effective date of the New Law forward (except as to the Fee for any Wireless Installations in place as of the time the New Law became effective) until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the Parties are negotiating.

16.8 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

16.9 Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

16.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

16.11 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

16.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

City of Camas

Cellco Partnership d/b/a Verizon Wireless

By: _____

By: _____

Name: Barry McDonnell

Name: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

EXHIBIT 1
DEFINED TERMS

As used herein, the following capitalized terms in the Agreement have the meaning ascribed to them below.

“Abandon” means to permanently relinquish ownership of a Structure and/or Infrastructure in its then existing location.

“Acknowledgment” means a written memorandum signed by the Parties confirming the Commencement Date and the date of expiration of the Site License Initial Term.

“Affiliate” means any entity that controls, is controlled by, or is under common control with a Party.

“Agreement Initial Term” means an initial term of ten (10) years.

“Annual Term” means a term of one (1) year.

“Approved Licensor Work Cost Estimate” means Licensee’s written approval of a Licensor Work Cost Estimate.

“Casualty Event” means any casualty, fire, act of God, or other harm affecting a Structure and/or Infrastructure licensed in whole or in part to Licensee pursuant to a Site License Agreement.

“Commencement Date” means the first day of the month following the day Licensee commences installation of the Wireless Installation at a particular location under a Site License.

“Days” means calendar days. If deadline or other date falls on a non-business day (including weekends, holidays recognized by the federal government, and holidays recognized by the state where the Structure is located), that date shall be extended to the next business day.

“Default” means the failure by a Party to perform any material term or condition of this Agreement where such failure continues for a period of more than thirty (30) days after receipt of written notice from the other Party of such failure identified with reasonable specificity as to the material term or condition of this Agreement which the Party is alleged to have failed to perform. Notwithstanding the foregoing, no Default will be deemed to exist if a Party has commenced to cure the alleged failure to perform within such thirty (30) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the Party again whom the failure to perform has been alleged.

“Effective Date” means the latest date in the signature blocks in the Agreement.

“Emergency” means a situation in which there is an imminent threat of injury to person or property, or loss of life.

“FCC” means the Federal Communications Commission.

“FCC 2018 Order” means the Federal Communications Commission’s Declaratory Ruling and Third Report and Order, FCC 18-133, Released September 27, 2018.

“Fee” means the annual payment for Licensee’s Permitted Use of the Structure and Infrastructure at the Licensed Site.

“Holdover Term” means a month to month term following the termination of a Site License Agreement.

“Infrastructure” means any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to a Structure or otherwise located in the public right of way or other location controlled or owned by Licensor.

“Interference” means any material and adverse physical obstruction or impairment with the radio signals or operation of Licensee’s Wireless Installation utilizing a Structure or Infrastructure authorized to be used by Licensee pursuant to Site License Agreement.

“Laws” means all federal, state and local laws, orders, rules and regulations applicable to Licensee’s use of the Wireless Installation on the Structure and/or Infrastructure and Licensor’s ownership and use of the Structure, Infrastructure and any other improvements or equipment in the public right of way, as the case may be.

“Licensed Site” means the areas approved for Licensee’s Permitted Use as described or depicted in a Site License Agreement.

“Licensee Indemnitees” means Licensee, its employees, affiliates, officers, directors, successors and assigns.

“Licensor Indemnitees” means Licensor, its officers, officials and employees.

“Licensor’s Cost” means Licensor’s cost calculated pursuant to the terms and conditions of the FCC 2018 Order.

“Licensor Work” means the work required on, in or to Licensor’s Structure and/or Infrastructure to accommodate Licensee’s Wireless Installation, including relocating, replacing, upgrading and/or reinforcing the existing Structure or Infrastructure.

“Licensor Work Cost Estimate” means Licensor’s written estimate of the estimated direct costs, including fully loaded labor costs to perform the Licensor Work in a Site License Application.

“NEC” means the National Electric Code.

“NESC” means the National Electrical Safety Code.

“New Laws” means any legislative, regulatory, judicial, or other action affecting the rights or obligations of the Parties, or establishing rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Installation on public infrastructure or in the right-of-way, that differ, in any material respect from the rates, terms or conditions of the Agreement.

“Person” or “Persons” means any person or entity;

“Parties” means Licensor and Licensee collectively.

“Party” means individually Licensor and Licensee.

“Permitted Use” means the transmission and reception of communications signals, and the installation, construction, modification, maintenance, operation, repair, replacement and upgrade of the Wireless Installation necessary for the successful and secure use of the Licensor’s Structures and Infrastructure.

“Pre-Approved Wireless Installation” means any Wireless Installation design for Licensee’s use of a Structure and/or Infrastructure which has been approved in writing by Licensor.

“RF” means radio frequency.

“Safety Codes” means collectively the NEC, NESC, and any and all other applicable regulatory codes for safe practices when performing work on or near a Structure and/or Infrastructure.

“Site License Agreement” means the Site License Agreement attached as Exhibit 3.

“Site License Application” means an application by Licensee to use a Licensed Site in the form attached as Exhibit 2.

“Site License Initial Term” means an initial term of ten (10) years.

“Site License Renewal Term” means a renewal term of five (5) years upon the same terms and conditions as set forth in the applicable Site License.

“Site License Term” means collectively the Site License Initial Term, any Site License Renewal Terms, any Annual Terms and any Holdover Term.

“Technical Grounds” means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable Laws.

“Term” means the Agreement Initial Term and any renewal terms exercised pursuant to Section 2.1 of the Agreement.

“Wireless Installation” means antennas, communications equipment, electric and communications cables, and related accessories and improvements, including facilities that operate on FCC-approved frequencies in the bands authorized for commercial wireless communication services pursuant to FCC licenses issued to Licensee, and all associated equipment, located in, under, upon, adjacent to or through a Structure or Infrastructure owned or controlled by Licensor pursuant to a Site License Agreement (in accordance with Section 4.2 hereof) approved in writing by Licensor.

**EXHIBIT 2
SITE LICENSE APPLICATION**

Page 1 of 2

			<u>Equipment Owner</u>			<u>Applicant (if different than Equipment Owner)</u>
Application Date:		Name:		Name:		
Site Name/Project #:		Address:		Address:		
		Contact Name:		Contact Name:		
Approved by:		Phone #:		Phone #:		
Date:				Email:		

Approval of this application does not constitute as the permitting approval of the Wireless Installation; a separate application for permitting is required for construction and operation.

WIRELESS INSTALLATION - ATTACHMENT TO EXISTING STRUCTURE

Structure Pole #	Location/GPS Coordinates		Antenna Grade (Highest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level
	LAT	LONG						
Notes:								

**EXHIBIT 2
SITE LICENSE APPLICATION**

Page 2 of 2

WIRELESS INSTALLATION – STRUCTURE REPLACEMENT

Structure Pole #	Location/GPS Coordinates		Antenna Grade (Highest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level
	LAT	LONG						
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Notes:								

EXHIBIT 3
FORM OF SITE LICENSE AGREEMENT

This is Site License Agreement, is made this _____ day of _____, 20____, between _____ [name of City/Town/Village/County/etc.] (“Licensor”) and CELLCO PARTNERSHIP d/b/a Verizon Wireless (“Licensee”).

1. License Agreement for Wireless Installations on Public Structures. This Site License Agreement as referenced in that certain License Agreement for Wireless Installations On Public Structures, between Licensor and Licensee dated _____, 20____ (“Agreement”). Licensee has submitted a Site License Application pursuant to the Agreement, and Licensor has reviewed the application and grants approval subject to the terms of this Site License Agreement. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction or inconsistency between the terms of the Agreement and this Site License Agreement, the terms of this Site License Agreement shall govern. Capitalized terms used in this Site License Agreement shall have the same meaning ascribed to them in the Agreement unless otherwise indicated herein.

2. Project Description and Locations. Licensee shall have the right to install and attach Wireless Installations on, under, and above the public right of way owned or controlled by Licensor, on, in and adjacent to the specific Structure and Infrastructure as identified and described in Exhibit 1 attached hereto (collectively the “Licensed Site”).

3. Term. The Site License Term of this Site License Agreement shall be as set forth in Section 2 of the Agreement.

4. Fee. The Fee shall be in the amount and otherwise payable in accordance with the Agreement as set forth in Section 3 of the Agreement.

5. Special Provisions, If Any (Specific to the Licensed Site).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

LICENSOR: City of Camas

By: _____
Name: _____
Title: _____
Date: _____

LICENSEE: Cellco Partnership d/b/a Verizon Wireless

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBITS

- 1 Licensed Site, Wireless Installation Equipment List and Plans

EXHIBIT 1 TO SITE LICENSE AGREEMENT

Licensed Site, Wireless Installation Equipment List and Plans

Licensee Wireless Installation Reference: [LICENSEE TO COMPLETE]

Site Name/Number:

Structure pole number: [LICENSOR TO COMPLETE]

Structure Latitude and Longitude (Approximate): [LICENSEE TO COMPLETE]

Wireless Installation Equipment List: [LICENSEE TO COMPLETE]

Wireless Installation Plans: See the attached plan set dated _____ 20__ prepared by _____ consisting of (____) page(s).



Staff Report – Resolution

October 5, 2020 Regular Meeting

Resolution No. 20-012 Position Description and Salary Schedule Change

Presenter: Jennifer Gorsuch, Administrative Services Director

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

SUMMARY: The position description title for the Parks and Recreation Manager should be revised to Director of Parks and Recreation. The expectations of the new Director are at a higher level than the prior description reflected. Professional certification and an advanced degree are preferred as are increased years of experience.

Upon review of comparable data, the salary for this position is approximately 25% lower than it should be, to be equal with other like department directors and will be part of the Senior Leadership Team. The proposed salary increase places the position in line with external and internal comparators. Revising the position description and increasing the salary will also ensure an applicant pool with the qualifications and expertise that the City desires moving into the future.

This was discussed at the October 5, 2020 council workshop.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? The desired result is an updated and accurate position description as well as an equitable salary based on the revisions and future expectations.

What’s the data? What does the data tell us? A review of 2020 salaries from comparable Washington cities show that the salary for the position is low.

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

Who will benefit from, or be burdened by this agenda item? The City will benefit, internally and externally, from having an executive level professional leading the department as the City continues looking at acquisitions and management of the City’s parks and recreation facilities.

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

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

Will this agenda item improve ADA accessibilities for people with disabilities? This position will work with City departments to ensure accessibility for all to City parks and recreation facilities.

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

How will you ensure accountabilities, communicate, and evaluate results? The Director of Parks and Recreation will report to the City Administrator, receive regular evaluations and will fulfill the policy decisions of Council.

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

RECOMMENDATION: Staff recommends that Council adopt Resolution 20-012.

RESOLUTION 20-012

A RESOLUTON adopting revisions to the Parks and Recreation Manager position description and salary schedule

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

I

The position of Parks and Recreation Manager shall be revised to be titled Director of Parks and Recreation. Such position shall be a non-represented position, and shall perform such duties as shall be outlined in any job description prescribed by the City, as may be revised from time to time. The position shall be entitled to benefits as outlined in the Non-Represented Employee Handbook. The revised position description and salary schedule is attached hereto as Exhibit "A" and shall be effective October 6, 2020.

II

PASSED BY the Council and approved by the Mayor this 5th day of October, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

CITY OF CAMAS
Union Status: Non-Represented
September 2020

DIRECTOR OF PARKS AND RECREATION

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

JOB OBJECTIVES

Under general administrative direction from the City Administrator, to plan, direct, manage, supervise and coordinate the operations and activities of the City's Parks and Recreation Department, including acquisitions of facilities and grounds, aquatics programs, community recreation activities and safety and awareness; to coordinate assigned activities with other departments and outside agencies; and to provide highly responsible and complex administrative support to the City Administrator.

ESSENTIAL FUNCTION STATEMENTS

The following tasks are typical for positions in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed here:

Assume full management responsibility for all assigned services and activities of the Parks and Recreation Department including acquisitions and maintenance of facilities and grounds, aquatics programs, community recreation activities and safety and awareness.

Serve as a member of the City's leadership team. Participate fully and effectively in the development and achievement of collective goals for the betterment of the City organization; engage in the decision-making process, speak with one voice as a team when communicating those decisions, including difficult or unpopular ones.

Demonstrate department leadership by engaging, motivating and guiding staff to work toward the common purpose and vision of the City through leading by example, listening, knowing how and when to delegate, showing flexibility and exhibiting effective communication of decisions and changes.

Manage the development and implementation of departmental goals, objectives, policies and priorities for each assigned service area; recommend and administer policies and procedures.

Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; establish and recommend, within City policy, appropriate staffing and service levels; allocate resources accordingly.

Plan, direct and coordinate, through subordinate level staff, the Parks and Recreation Department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.

Assess and monitor workload, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.

Develop and administer citywide recreation programs, social services and activities for children, youth and senior citizens to include parks, pools, community center and other organized leisure time activities.

Negotiate contracts and agreements for professional services and property transactions; oversee the administration of contracts.

Direct the development of long-range plans for all assigned areas of responsibility.

Direct the development of site and building master plans; participate in the preparation of construction bids and plan; oversee construction management.

Monitor and inspect City recreation facilities; determine safety and maintenance needs; schedule maintenance as needed.

Review preliminary plats for subdivisions and developments for conformity to Parks and Recreation Comprehensive Plan, and Trails and Bikeways Plan.

Coordinate the recruitment, selection, hiring and training of seasonal employees for various recreation programs; assign staff to appropriate program area.

Select, train, motivate and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.

Oversee and participate in the development and administration of the department budget including budget development for aquatics, and recreation programs; approve the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.

Explain, justify and defend department programs, policies and activities; negotiate and resolve sensitive and controversial issues; develop and submit proposals to obtain grant funds related to Parks and Recreation Programs.

Represent the Parks and Recreation Department to other departments, elected officials and outside agencies; coordinate assigned activities with those of other departments and outside agencies and organizations.

Provide staff assistance to the City Administrator; participate on a variety of boards, commissions and committees; prepare and present staff reports and other necessary correspondence.

Provide leadership to a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of recreation and leisure services.

Respond to and resolve difficult and sensitive citizen inquiries and complaints.

AUXILIARY FUNCTION STATEMENTS

Follow all safety rules and procedures established for work area.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Operations, services and activities of a comprehensive parks and recreation program including aquatics programs and facilities management.

Organization and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Modern and complex principles and practices of recreation program development and administration.
Methods and techniques of aquatics safety and maintenance.
Methods and techniques of directing social and recreational activities and programs.
Landscape architecture and land use planning.
Various community needs related to the provision of recreation and leisure services.
Methods of change management to meet the needs of an evolving city ensuring sensitivity, respect and culture of inclusion.
Marketing theories, principles, practices, and their application to a wide variety of community facilities and services.
Effective, efficient and equitable investment of public, financial and human resources to achieve policy goals.
Proactively pursue new funding tools leveraging public-private partnerships.
Principles and practices of municipal budget preparation and administration.
Principles of supervision, training and performance evaluation.
Principles in asset management.
Pertinent Federal, State and local laws, codes and regulations.
Recent developments, current literature, and sources of information related to recreation services planning and administration.

Ability to:

Manage and direct a comprehensive recreation and leisure services program.
Develop and administer departmental goals, objectives and procedures.
Analyze and assess programs, policies and operational needs and make appropriate adjustments.
Identify and respond to sensitive City Council, community and organizational issues, concerns and needs.
Lead equity in strategic and daily operations.
Lead organizational change and measure success.
Serve diverse underserved communities and stakeholders.
Navigate difficult conversations and identify solutions.
Select, manage, train, direct, evaluate and coordinate the work of professional and technical personnel.
Build and retain diverse teams and manage a workforce including union-represented employees, inspiring organizational development and community action.
Prioritize transparency and accountability in administration of programs.
Demonstrate outcomes quantitatively through data.
Foster a culture of creativity and innovation.

- Identify opportunities to carry out the organizations core functions efficiently.
- Delegate authority and responsibility.
- Research, analyze and evaluate new service delivery methods and techniques.
- Adapt the City's recreational programs to meet community needs and requirements.
- Oversee the maintenance of recreation facilities.
- Negotiate and administer contracts.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.
- Establish and maintain effective relationships and collaborative systems in a complex organization.
- Understand and carry out oral and written instructions.
- Communicate clearly and concisely, both orally and in writing.
- Interpret and apply applicable Federal, State and local policies, laws and regulations.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to a Bachelors degree from an accredited college or university with major course work in business administration, public administration, recreation administration or a related field.

A Master's degree in recreation administration, business administration, public administration or a related field is preferred.

Experience:

Ten years of increasingly responsible recreation program administration experience including three years of management and administrative responsibility.

License or Certificate

Possession of an appropriate, valid driver's license.

Certified Park and Recreation Executive (CPRE) certification preferred.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Normal office setting with some travel to attend meetings; some work in outdoor settings; exposure to adverse weather and pool chemicals.

Mobility: Incumbents require sufficient mobility to work in an office setting, operating office equipment.

Vision: Vision sufficient to read computer screens and other printed documents, and to operate assigned equipment.

Other Factors: Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be required to travel outside City boundaries to attend meetings.

2020 Salary Schedule

Position							
	1	2	3	4	5	6	7
Director of Parks and Recreation	9676	9996	10314	10634	10952	11272	11591

PROCLAMATION OF CIVIL EMERGENCY

CITY OF CAMAS, WASHINGTON

Whereas, Camas Municipal Code Section 2.48.020 provides that in the event an emergency occurs which causes or is tending to cause danger or injury to persons or damage to property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare then the Mayor may proclaim a civil emergency to exist; and

Whereas, in the interest of public safety and welfare, Washington state law under Chapter 38.52 RCW sets forth certain powers exercisable by municipalities in the event of emergencies; and

Whereas, Camas Municipal Code Chapter 8.56 sets forth additional procedures and powers related to Emergency Management; and

Whereas, on February 29, 2020, Governor Jay Inslee declared a state of emergency due to the public health emergency posed by the coronavirus 2019 (hereafter COVID-19); and

Whereas, on March 13, 2020, the Clark County Council announced a state of emergency resolution for Clark County regarding COVID-19. Similar emergency declarations have been issued in Washington, Multnomah, and Clackamas counties in the Portland metropolitan area; and

Whereas, on March 13, 2020, Governor Inslee ordered all K-12 public and private schools in Washington State to close by no later than March 17, 2020 and remained closed through April 24, 2020, further ordering on March 16, 2020 a statewide emergency proclamation to temporarily shut down restaurants, bars and entertainment and recreational facilities and ban all gatherings with over 50 participants, with all gatherings under 50 participants to be prohibited unless previously announced criteria for public health and social distancing are met; and

Whereas, on March 13, 2020, President Donald Trump declared a national emergency in the United States of America related to the COVID-19 outbreak; and

Whereas, as of March 14, 2020, the Washington State Department of Health reported a total of 642 confirmed cases of COVID-19 with 40 resulting deaths. As of March 14, 2020, at least 3 confirmed cases of COVID-19 have been reported in Clark County; and

Whereas, as reported by the Washington State Department of Health:

Public health experts agree that the true number of people who have been infected with COVID-19 in Washington greatly exceeds the number of COVID-19 infections that have been laboratory-confirmed. It is very difficult to know exactly how many people in Washington have been infected to date since most people with COVID-19 experience mild illness and the ability to get tested is still not widely available; and

Whereas, as Mayor of the City of Camas I have determined that it is necessary to proclaim the existence of a civil emergency and to take such actions as may be required to effectively utilize city resources in the protection of the public health, safety and welfare;

NOW, THEREFORE I, Barry McDonnell, Mayor of the City of Camas, Proclaim as follows:

1. I declare there is a civil emergency caused by COVID-19 in the City of Camas.
2. The civil emergency requires the implementation of those powers delineated in Chapter 2.48 and 8.56 of the Camas Municipal Code and Chapter 38.52 RCW.
3. To the extent of such powers as granted by law, the City may enter into contracts and incur obligations, and take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties and to provide emergency assistance to persons affected by this emergency.
4. These powers will be exercised in light of the exigencies of the situation without regard to the formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, and the appropriation and expenditure of funds.
5. I delegate to the Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.
6. Department heads are further authorized to reassign staff from their ordinary duties to work deemed necessary to address the emergency outside their normal job duties and to require work beyond normal working hours in the performance of duties deemed necessary to respond to the emergency.
7. Pursuant to Camas Municipal Code sections 2.48.020 and 8.56.080 a copy of this Proclamation shall be filed with the City Clerk, a copy delivered to the Director of Emergency Management, State Emergency Management, and the Governor and the news media within the City shall be advised, with copies of this Proclamation posted at public places as may heretofore be designated.
8. This Proclamation will take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code Section 2.48.040.

DATED AND SIGNED THIS 18th DAY OF MARCH, 2020.

City of Camas



Mayor Barry McDonnell

SUPPLEMENT TO PROCLAMATION OF CIVIL EMERGENCY
ISSUED MARCH 18, 2020
CITY OF CAMAS, WASHINGTON

The recitals as set forth in the Proclamation of Civil Emergency, City of Camas, Washington issued March 18, 2020 are hereby adopted by reference.

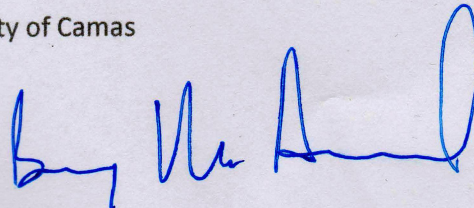
For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

1. The City hereby implements a moratorium on the hiring of new employees with exceptions to be granted on a case-by-case basis by the Mayor.
2. City employee accrual of overtime shall be limited to emergency and unavoidable circumstances.
3. The City hereby implements a moratorium on the hiring of any seasonal staff with exceptions to be granted by the Mayor.
4. No employee or elected official business travel, conference attendance, or training shall be occur except as required by law, with limited exceptions as may be otherwise approved in advance.
5. All City departments shall maintain their ongoing strict adherence to established budgets.
6. City capital projects deemed non-essential will be placed on hold.

This Supplement to Proclamation of Civil Emergency shall take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code 2.48.040.

DATED AND SIGNED THIS 15TH DAY OF APRIL, 2020

City of Camas



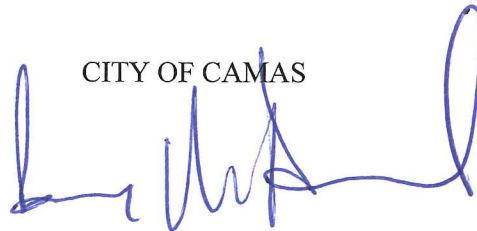
Mayor Barry McDonnell

FIRST AMENDMENT TO PROCLAMATION OF CIVIL EMERGENCY

Pursuant to Camas Municipal Code Section 2.48.040, the Supplement to Proclamation of Civil Emergency issued April 15, 2020 is amended to strike section 6 thereof.

DATED AND SIGNED THIS 16TH DAY OF JUNE, 2020.

CITY OF CAMAS



Mayor Barry McDonnell