



## City Council Workshop Agenda Monday, February 05, 2024, 4:30 PM Council Chambers, 616 NE 4th AVE

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## **CALL TO ORDER**

## **ROLL CALL**

## **PUBLIC COMMENTS**

## **WORKSHOP TOPICS**

1. [Parks & Recreation Commission 2023 Annual Report](#)  
[Presenters: Brittany Grahn and Jenny Wu](#)  
[Time Estimate: 15 minutes](#)
2. [Camas Citywide Sports Field Plan – Mackay Sposito PSA](#)  
[Presenter: Trang Lam, Parks & Recreation Director](#)  
[Time Estimate: 10 minutes](#)
3. [Emergency Medical Services \(EMS\) Property Tax Renewal Levy 2025-2029](#)  
[Presenter: Cathy Huber Nickerson, Finance Director](#)  
[Time Estimate: 10 minutes](#)
4. [Professional Services Agreement for Boulder Creek Intake Maintenance Improvements](#)  
[Presenter: Rob Charles, Utilities Manager](#)  
[Time Estimate: 5 minutes](#)
5. [Draft Franchise Agreement with Comcast Cable Communications Management, LLC](#)  
[Presenter: Steve Wall, Public Works Director](#)  
[Time Estimate: 15 minutes](#)

6. [Rose Property Demolition Contract](#)  
[Presenter: Will Noonan, Public Works Operations Manager](#)  
[Time Estimate: 10 minutes](#)
7. [Leadbetter House Improvements Contract](#)  
[Presenter: Will Noonan, Public Works Operations Manager](#)  
[Time Estimate: 10 minutes](#)
8. [Lake and Sierra Street Intersection Improvements Alternatives Analysis Presentation](#)  
[Presenter: James Carothers, Engineering Manager](#)  
[Time Estimate: 30 minutes](#)
9. Staff Miscellaneous Updates  
Presenter: Doug Quinn, City Administrator  
Time Estimate: 10 minutes

## **COUNCIL COMMENTS AND REPORTS**

## **PUBLIC COMMENTS**

## **CLOSE OF MEETING**

**PARKS & RECREATION COMMISSION  
2023 ANNUAL REPORT**

**COMMISSIONERS:**

Ellen Burton, Chair	Katy Daane	David Dewey	Brittany Grahm
Jason Irving, Vice-Chair	Steve Lorenz	Jenny Wu	

**CITY COUNCIL LIAISONS:**

Tim Hein	Leslie Lewallen
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Per Camas Municipal Code, Chapter 2.28.060 – Annual Report, we are pleased to present this report which provides a snapshot of the Parks & Recreation Commission’s (Commission) and the Parks & Recreation Department’s (Department) work and accomplishments in 2023. The Commission’s and Department’s work focuses on community driven priorities outlined in the Parks, Recreation and Open Space (PROS) Plan; and 2023 was a year of celebration for our parks and recreation community with many projects and programs coming to fruition and kicking off. This report outlines the following:

- Key highlights of 2023;
- Summary of facility rentals, special events and recreation programs;
- PROS Plan – 2023 Work Plan outcomes;
- Motions taken by the Commission; and
- Projects/Programs – Presentations, Discussion and Updates

**Key Highlights of 2023:**



## Riverside Bowl Skatepark

### Welcome All



*This park renovation was made possible due to the gracious contributions of many. With the support and dedication in our community from advocates, donors, fundraisers and volunteers working in conjunction with the design team, this dream has come to fruition. We are grateful to you all.*

Established 2000



Renovated 2023

- Skatepark improvements initiated by community advocates in 2017 came to fruition in 2023. **Riverside Bowl Skatepark grand reopening** was held July 27 with more than 350 community members coming together to celebrate the completion of the park and watch skaters, roller bladers, scooters and bikers enjoy the updated park.
- **Louis Bloch Park**, home field to the Babe Ruth Baseball League, received new bleachers and ADA improvements.
- **The Conservation and Recreation Office (RCO) awarded the City \$2.25 million** in grant funding for three projects – Crown Park Improvements, S. Lacamas Creek Trailhead Improvements and Green Mountain Acquisition.

- The **Department of Natural Resources (DNR) awarded the City a Focused Technical Assistance (FTA) grant.** The FTA includes direct technical assistance from DNR staff and a **\$75,000 grant**, with \$70,000 towards the City's Parks and Open Space Management Plan development and \$5,000 towards City staff training.
- Through a **partnership with Lower Columbia Fish Enhancement Group**, the department piloted the Hope for Salmon summer day camp. Students spent the week outdoors learning about salmon habitat, native plants, and how they relate to the health of our local watersheds and communities.
 



**Hope for Salmon Day Camp**

  - 8 participants - Ages 11-15
  - Students from - Odyssey MS, Liberty MS, Skyridge MS, Prune Hill MS, Camas HS, Discovery HS

In partnership with 
- The City has a new partnership with **Evergreen Mountain Bike Alliance (EMBA)** for volunteer trail clean-up at Fallen Leaf Lake Park. EMBA's first trail clean-up event was on Dec. 10 with eight high school students and three adults, putting in thirty hours of volunteer time.
- **Steve Lorenz retires from the Commission after 23 years** of leadership and dedicated service on the Commission to promote and steward Camas' park, recreation, open space, and trail system.
- The Downtown Camas Association and the Camas-Washougal Business Chamber partnered with the City to host the return of the **tree lighting ceremony at Hometown Holidays.**



### Summary of facility rentals, special events and recreation programs:

#### Facilities Rentals:

Facility	Lacamas Lodge		Fallen Leaf		Community Ctr.	
	2023	Notes	2023	Notes	2023	Notes
Total Reservations	1016	14% increase in number of reservations & gross revenue.	78	Consistent with prior year.	1046	24% increase in number of reservations mainly in one-day rentals and classes. Additional one-day rentals generated 41% increase in gross revenue.
# No Fee	0		0		127	
# Rec. Classes	893		19		723	
# Rentals	104		43		135	
# Non-Profit Rentals (hourly & full day)	19		16		61	
Total Gross Revenue	\$92,195		\$15,310		\$23,514	

**Scout Hall:** This building located in Crown park is available for use by non-profit organizations for free and programed with youth camps and special event activities during the summer. Our primary users are the local Camas Scout Troops who holds their troop meeting there September thru June.

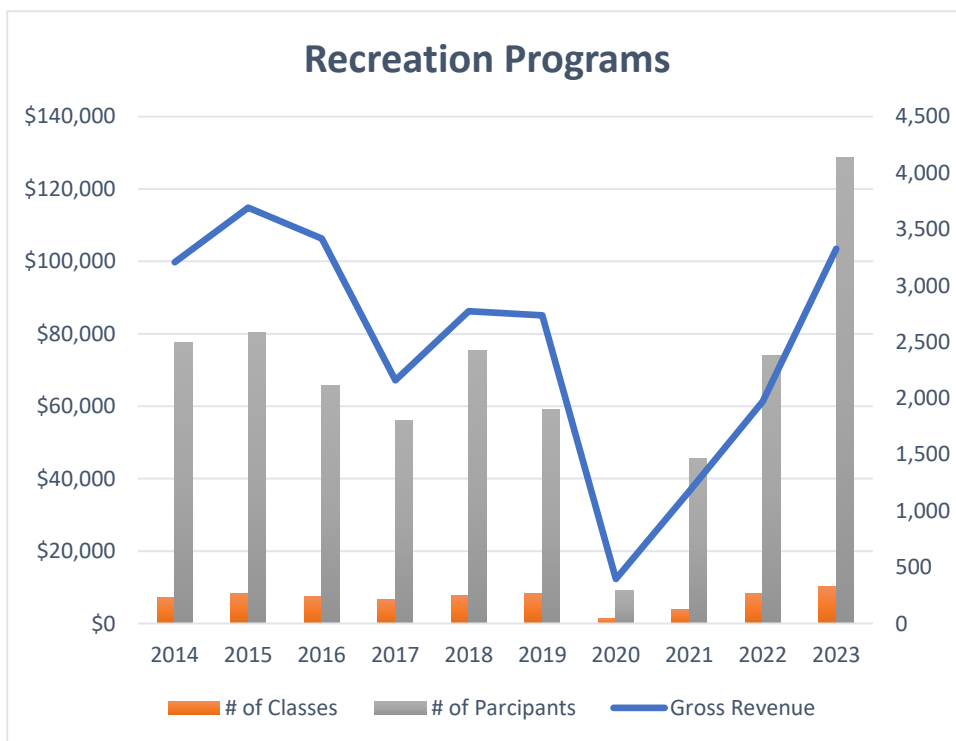
### Special Events:

# of Events	# of Participants and Notables
22 live events from April through December	11,186 participants Staff + 1,562 volunteer hours to makes these events come to life.



### Recreation Programs:

Recreation Classes	# of Classes & Participants	Notables
Free classes – Pop-ups and Senior Fitness	6 pop-up classes Weekly senior fitness classes 292 participants	Free pop-up classes included kids and toddler soccer, adult and toddler yoga, line dancing and self-defense. Senior fitness is in partnership with Aging & Disabilities of Southwest Washington.
Youth and Adult Classes	325 classes 4,135 participants	24% more classes offered, with 74% more participants than 2022.
Scholarships	10 recipients	Funded through partnership with Parks Foundation of Clark County.







Year	Notes
2014	Moved some classes to Lodge & online registration starts.
2016	No coed soccer and youth basketball - School District facility rental rate too high to run program.
2017	Transitioned youth enrichment camps to contractor.
2018	Camas Pool closed.
2020	March 2020 COVID hit, all classes cancelled.
2021	May 2021 soft opening w/COVID restrictions.
2022 2023	Addition of new classes.

### Volunteers, Grants & Donations:

Organization or Program	Award Details
Volunteers	<b>3,034 total of volunteer hours in 2024, with a value (\$16/hour) of \$48,544.</b> <ul style="list-style-type: none"> <li>Ivy League: 770 total volunteer hours removing invasive ivy.</li> <li>Watershed Alliance: 702 total volunteer hours from 240 volunteers for lake clean-up day.</li> <li>Special Events: 1562 total volunteer hours</li> </ul>
Parks Foundation of Clark County	Crown Park Improvements - <b>\$2,500</b> Recreation (programs & scholarships) - <b>\$1,650</b>
Special Events	Cash Donations/Sponsorships/Grants - <b>\$9,470</b> In-Kind Donations - <b>\$ 10,740</b>
Recreation Program	In-Kind Pop-up in the Park & Self-defense classes - <b>\$ 2,075</b>
RCO Grants – total award of \$2.25 million	Washington Wildlife Recreation Program, Local Parks category - 2023-25 Crown Park Improvements Phase 1 - <b>\$500,000</b> Construction  Washington Wildlife & Recreation Program, Trails category - 2023-25 Green Mountain Grant - <b>\$1,250,000</b> for acquisition reimbursement  Washington Wildlife & Recreation Program, Trails category - 2023-25 S. Lacamas Creek Trailhead - <b>\$500,000</b> Construction
DNR's FTA Grant	Includes direct technical assistance from DNR staff and a <b>\$75,000</b> grant, with \$70,000 towards the City's Parks and Open Space Management Plan development and \$5,000 towards City staff training.

### Parks, Recreation & Open Space (PROS) Plan – 2023 Work Plan outcomes

2023 P&R WORK PLAN			YR-END REPORT	
PROS PLAN:	GOALS	ACTIONS	Implemented or Underway & On-Track	Delayed or On-Hold & moving to 2024
 <b>Welcoming for all</b>	6	13	9	4
 <b>Stewardship of Land, Parks &amp; Programs</b>	5	17	13	4
 <b>Plan For &amp; Fill Known System Gaps</b>	6	13	6	7
 <b>Organizational Excellence</b>	4	6	4	2
<b>TOTAL</b>	<b>21</b>	<b>49</b>	<b>32</b>	<b>17</b>

2023 is year two of PROS Plan implementation. In addition to the regular portfolio of programs and services the department provides, the 2023 Work Plan focused on 21 goals with 49 actions from the PROS Plan. Of the 49 actions, 32 were implemented or underway and on-track, and 17 were delayed due to staff capacity, lack of resources and/or unforeseen circumstances. These 17 delayed actions will move into 2024 for implementation or be re-evaluated during the FY2025-26 budget process.

### Motions taken by the Commission in 2023:

MEETING DATE	MOTION
January 25	<p><b><i>Vote for Chair and Vice Chair of Parks &amp; Recreation Commission:</i></b></p> <p>A motion was made by Lorenz, seconded, and approved to vote Jason Irving as Vice Chair for the Camas Parks &amp; Recreation Commission in 2023.</p> <p>A motion was made by Irving, seconded, and approved to nominate Ellen Burton as the Chair for the Camas Parks &amp; Recreation Commission in 2023.</p> <p><b><i>2022 Annual Report to City Council:</i></b></p> <p>A motion was made by Grahn, seconded by Daane, and approved unanimously to approve the 2022 Parks &amp; Recreation Commission Annual Report as written.</p>
February 22	<p><b><i>Parks &amp; Recreation Core Values:</i></b></p> <p>A motion was made by Lorenz, seconded by Grahn, and carried unanimously to approve the Core Values document as presented.</p> <p><b><i>Parks &amp; Recreation Events Sponsorship Program:</i></b></p> <p>A motion was made by Dewey, seconded by Lorenz, and carried to approve the new Special Event Community Sponsorship policy as presented.</p> <p><b><i>Renaming the skatepark to Riverside Bowl Skatepark:</i></b></p> <p>A motion was made by Lorenz, seconded by Grahn, and carried unanimously to change the Camas-Washougal Skate Park name to Riverside Bowl Skate Park.</p>
June 29	<p><b><i>Chapter 12.32 – Park Rules and Regulations:</i></b></p> <p>A motion made by Irving, seconded by Grahn, and carried unanimously to approve the updated park rules with the addition of “open space” to the definition and to move this forward to City Council for adoption.</p>
November 29	<p><b><i>Crown Park – Letter of support to Council:</i></b></p> <p>A motion was made by Grahn, seconded by Dewey, and carried unanimously to submit the Crown Park letter of support to City Council as written.</p> <p><b><i>Chair &amp; Vice Chair Nominations:</i></b></p> <p>A motion was made by Grahn, seconded by Dewey, and carried unanimously to nominate Ellen Burton as Chair and Jason Irving as Vice Chair for the Parks &amp; Recreation Commission in 2024.</p>

### Projects/Programs - Presentations, Discussions and Updates:

- CMC 12.32, Parks Rules & Regulations – In 2021, the Parks and Recreation Commission (Commission) worked with staff to review and update Camas Municipal Code (CMC) related to the roles and responsibilities of the Commission (Chapter 2.28); and rules and regulations in parks (Chapter 12.32). The intent of the code review and amendments are to incorporate what we learned during and post COVID pandemic to ensure our code continues to be responsive to the growth and increased use of the parks and recreation system.

The Commission approved the code edits in two meetings, recommending moving forward to City Council for adoption.

- *On August 3, 2021, the Commission voted and approved the recommended edits to Chapter 2.28.050 of the CMC to move forward to City Council for consideration and adoption.*
- *On June 29, 2023, the Commission voted and approved the recommended edits with the addition of “open space” to the definition of Park to Chapter 12.32 of the CMC to move forward to City Council for consideration and adoption.*

On Aug. 7, 2023, Council adopted Ordinance 23-006 amending CMC 2.28.050 and Ordinance 23-007 amending CMC 12.32.

- 2023 Peace Pole – Heritage Park trailhead was honored with the 2023 Peace Pole from the Camas-Washougal Rotary Club.
- DOGPAW partnership – In partnership with DOGPAW, the City completed a community survey to gauge interest from residents in a new off-leash dog park. The park survey had great participation – 765 responses – of which 90% would like to have a dog park in Camas. We’ll continue our partnership with DOGPAW to plan next steps and fundraise to get this project off the ground in 2024.
- Crown Park – On Dec. 4, 2023, City Council directed staff to move the entire park improvement project to bidding phase; and on Dec. 18, Council approved the request for owner-furnished equipment purchase which includes the bathroom, playground equipment and nature play equipment. Project groundbreaking will be in 2024.
- S. Lacamas Creek Trailhead – On Dec. 18, Council approved the request for owner-furnished equipment purchase of the bathroom. Project groundbreaking will be in 2024.



## Reflecting On 2023, Moving Forward in 2024

In closing, 2023 was truly a year for the Commission and Department to celebrate our accomplishments and progress implementing the PROS Plan. The strong partnership and collaboration between the Department and Commission has helped us to achieve many of our 2023 goals and provide significant opportunities and value to Camas residents and visitors. The parks and recreation system is a reflection of our community’s needs and desires. We continue to listen and learn from the Camas community and encourage those interested in our parks and recreation system to attend our monthly Commission meeting, or reach out to the Department with their questions, comments, feedback or even kudos. We look forward to the continued support and engagement of the City Council and liaisons to the commission, commissioners and City staff.



## Staff Report

February 5, 2024 Council Workshop Meeting

Camas Citywide Sports Field Plan – Mackay Sposito PSA

Presenter: Trang Lam, Parks & Recreation Director

Time Estimate: 10 minutes

Phone	Email
360.817.7037	tlam@cityofcamas.us

**BACKGROUND:** The City adopted the [Parks, Recreation and Opens Space \(PROS\) Plan](#) (2022). Virtually all respondents (97%) to the [PROS Plan community survey](#), which received nearly 1,400 responses, felt that local parks and recreation opportunities are important, or essential, to the quality of life in Camas. Three core priorities also emerged from the community feedback: maintain what we have, fill gaps and improve trails connections, and develop and improve existing parks. This project responds directly to two of the three core priorities – “maintain what we have” and “develop and improve existing parks”. Chapter 10 of the PROS Plan provides key project recommendations that respond to these priorities, which includes “*Sports Field Improvements*.”

### Sport Field Improvements

Conduct a city-wide assessment of sport fields to plan for drainage improvements and other field improvements, including turfing existing fields, installing lights to expand play seasons, and the development of additional fields to accommodate demand.



Figure 1: PROS Plan, Chapter 10- Capital Planning & Implementation

The City has a collection of grass fields that serve youth and adult baseball, softball, soccer, lacrosse and rugby; and a handful of outdoor courts that serve tennis, pickleball and basketball. Over the last several years, this region has experienced very wet spring seasons, which have negatively impacted the grass fields and shortened the practice and playing season for leagues. While there are synthetic fields available through the school district and Clark County Parks, the City has heard that it does not meet current user demand, especially for leagues that use Camas fields as their home field.

In response to the priorities set out in the adopted PROS Plan and continued feedback from leagues and other sports field users, staff issued a Request for Qualification (RFQ) process to seek a multidisciplinary consultant team to oversee the delivery and execution of a Citywide Sports Fields Plan (Plan).

**SUMMARY:** The Plan will serve as a management tool for the City to efficiently and cost effectively maintain and enhance its existing fields and provide strategies for adding capacity to meet the growing demand. The Plan will complete:

- a demand analysis,
- implement a public participation plan,
- evaluate City-owned fields and facilities conditions,
- research best practices for levels of service,
- evaluate and recommend improvements to the operations and maintenance program,
- develop strategies and implementation plans that will optimize existing fields, while also providing a phased approach to adding capacity, and
- assistance with Recreation and Conservation Office (RCO) grant application.

The public engagement process provides an opportunity for the project team to convene user groups and facility owners within East County (i.e. Clark County, Camas School District, City of Washougal, Washougal School District and Vancouver Parks & Rec.) to better understand opportunities for equitable access to fields and partnerships to phase in additional capacity.

RCO is implementing a new grant in 2024, the Community Outdoor Athletic Facilities (COAF) grant program. COAF's goal is focused on helping support meaningful athletic experiences in communities. COAF will have a two-step evaluation process. Step one, pre-application process, is currently open, and the evaluation criteria include the following: 80% of the pre-application points available is based on the narrative of community need, community engagement and impact; and 20% of the pre-application points available are based on data related to the project location and applicant, such as median household income, poor health outcomes, population size, racial diversity, population density and facility access racial. This Plan will strengthen the grant application by providing information on Camas' "need, community engagement, and impact" narrative, which is 80% of the criteria. Based on pre-application scores, the top scoring applicants will be invited to submit to the final application process.

At the October 2, 2023 Council workshop, staff presented a Professional Services Agreement (PSA) with Mackay Sposito in the amount of \$124,880 to be dispersed through the end of June 2024 to Mackay Sposito as work is completed. Staff requested consideration and approval of the PSA on October 16, 2023. That PSA was not approved.

The citywide sports fields assessment is still needed to ensure that the City can improve and meet user demand; and in light of the COAF grant opportunity. The updated PSA scope of work has been adjusted to account for project schedule delay and support for the COAF final application process, if Camas is invited to the final round. Staff is seeking Council approval of this updated PSA with Mackay Sposito in the amount of \$144,965 to be dispersed through the end of November 2024 to Mackay Sposito as work is completed. The Updated PSA scope of work is attached as Exhibit A. The proposed services and the associated costs are summarized below:

Base Fee	\$143,180
Reimbursable Expenses	\$1,785
<b>TOTAL FEES (Not to Exceed)</b>	<b>\$144,965</b>

**BENEFITS TO THE COMMUNITY:** This Project meets the following City adopted plans:

Camas 2035 Comprehensive Plan

Public Facilities and Services, 5.7.1 Parks & Recreation Facilities Goals and Policies:

- Preserve and enhance the quality of life in Camas through the provision of parks, recreational facilities, trails, and open spaces.

2022 Parks, Recreation and Open Space (PROS) Plan

WELCOMING FOR ALL:

Goal: Increase capacity for sports field users:

- Action: Implement creative design options, such as multi-use fields, upgrade field turf surfacing, and/or stall lights.

ORGANIZATIONAL EXCELLENCE:

Goal: Continue building strong partnerships.

- Action: - Partner with user groups of specialized facilities, such as sport fields, off-leash areas, disc golf, skatepark, bike skills/pump track, etc. to continually improve programing and maintenance.

**BUDGET IMPACT:** The Citywide Sports Fields Plan PSA with Mackay Sposito is funded in the FY 2023-2024 Parks Budget.

**RECOMMENDATION:** Staff recommend the Mackay Sposito PSA be placed on the February 20, 2024, Council consent agenda for Council's consideration and approval.

Vancouver Office

18405 SE Mill Plain Boulevard, Suite 100 Vancouver, WA 98683  
360.695.3411 www.mackaysposito.com

January 12, 2024

Camas Parks & Recreation Department  
Attn: Trang Lam  
227 NE Lake Road  
Camas, WA 98607

Re: Camas Citywide Sports Field Plan and RCO Support - Scope of Work

Dear Trang:

On behalf of the MacKay Sposito team, I thank the City of Camas for this opportunity to provide the following scope and fee for professional services for developing a Citywide Sports Field Assessment Plan and RCO Grant support. For this effort, we have added Erik Sweet, PLA from Second Nature to our team as a subconsultant to provide support in athletic field design and synthetic turf expertise. Together our team brings a deep understanding of facility needs, construction, and management of athletic facilities.

The attached scope of services (Exhibit A) and fees (Exhibit B) identify the scope of work and the associated costs for each task based on anticipated services outlined in the RFQ requirements and the sports court assessment we discussed in our recent scoping meeting. Once you have had an opportunity to review the following proposal, we would like to schedule a review meeting to discuss this proposal to ensure the scope of work aligns with the City's expectations.

Please note the following revisions have been made from the original scope and fee:

- Forest Home Park concept planning will occur under separate contract to support a RCO grant application. Fees under this scope have been reduced to reflect this separate effort.
- Assessment of use capacity and best practices for O&M programming for Forest Home Park will be included under this citywide assessment.
- The Citywide Sports Field Plan will build upon the Forest Home Park Conceptual Master plan and will incorporate recommendations for improvements into this planning document.
- Rates have been updated to reflect 2024.
- RCO Grant Support for Forest Home Park for the Community Outdoor Athletic Facilities (COAF) grant through the Recreation Conservation Office (RCO) grant application.

Again, we appreciate the opportunity to provide this proposal for your consideration. We are very excited to work with you and look forward to developing this plan to help the city assess and improve athletic facilities for the community of Camas. Please do not hesitate to contact me with any questions.

Sincerely,



Juanita Rogers, PLA  
Landscape Architecture Manager  
360.721.6394

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## INTRODUCTION

## SCOPE OF WORK:

### TASK 1: PROJECT MANAGEMENT

- 1.1 Project Administration
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- 1.3 Invoicing
- 1.4 Project Coordination Meetings
- 1.5 Kickoff Meeting

### TASK 2: COMMUNITY ENGAGEMENT

- 2.1 Broader Community Outreach
- 2.2 Stakeholder Meetings
- 2.3 Internal Planning Committee (IPC) Meetings
- 2.4 Park Board and Council Updates

### TASK 3: DATA GATHERING AND CONDITION ASSESSMENT

- 3.1 Existing Document Review
- 3.2 Site Visits and Assessment
- 3.3 Demand Analysis
- 3.4 Level of Service and O&M Programs

### TASK 4: PLAN DEVELOPMENT

- 4.1 Draft Plan
- 4.2 Final Plan

### TASK 5: RCO GRANT SUPPORT

- 5.1 Grant Application
- 5.2 Grant Graphic Development
- 5.3 PowerPoint Presentation & Narratives

### TASK 6: SUBCONSULTANT SUPPORT

- 6.1 Second Nature (Sport Field Consultant)

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# Introduction

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## GENERAL PROJECT DESCRIPTION/BACKGROUND

The Citywide Sports Field Plan (Plan) is an assessment of the athletic field's capacity and conditions, which include the nine existing city sites with athletic sports fields and courts within the city limits of Camas. Capacity assessment will also include a demand analysis of East County to better understand opportunities for partnerships amongst various jurisdictions to phase in additional capacity. The Plan will serve as a management tool for the City to maintain and enhance its existing fields and sports courts and provide a strategy for adding additional capacity to meet the growing demand efficiently and cost effectively. The Plan will complete field and court evaluations, assess use capacity, research best practices for service levels, and help identify best practices for the operations and maintenance (O&M) program. The goal is to develop strategies and recommendation plans to optimize existing fields and court use while providing a phased approach to adding capacity.

The consultant team and the City team will meet with stakeholders to quantify current field and court use, identify if there are system gaps, and explore opportunities to continue to build strong partnerships. This effort will include discussions with sports leagues to help support general maintenance and capital improvements. This process will also explore partnership agreements with school districts and other local jurisdictions to use existing fields and courts or interim use of other lands to increase capacity for sports users.

System-wide demand analysis in East County includes the following areas:

- Camas School District
- Washougal School District
- Clark County
- City of Washougal
- City of Vancouver (eastside adjacent to Camas)

The city's existing sports field and court locations include the following nine sites:

- Forest Home Park
- Crown Park
- Prune Hill Sports Park
- Dorothy Fox Field
- Fallen Leaf Park
- Louis Bloch Park
- Goot Park
- Grass Valley Park
- Oak Park

Anticipated stakeholders include:

- Camas Little League
- East County Little League
- Babe Ruth Baseball
- Soccer user group
- Lacrosse user group
- Pickleball/Tennis user groups
- Clark County/Harmony Sports Association

- City of Washougal
- Camas School District
- Clark County Youth Football (CCYF)
- Rugby user group

The city and consultant will identify the final selection of stakeholders at the project's startup phase. Anticipate up to (6) six individual stakeholder and/or small user group meetings.

The RCO grant manual for the COAF grant is anticipated to be published in mid-January 2024 and exact requirements for this new grant is unknown. For scoping purposes, MSi assumed similar grant requirements as for the Washington Wildlife and Recreation Program (WWRP). If there are significant differences with this new grant application, MSi and the City will need to review the Scope and Fee to make sure they are aligned with the grant requirements.

Key target dates for COAF grant application are:

- Pre-Application Due: February 27, 2024.
- Final Application Due: June 20, 2024.
- Technical Completion Deadline: August 15, 2024.
- Project Evaluation: Sept. 3-30, 2024.

Assessment and concept planning for Forest Home Park has been scoped under a separate contract to advance ahead of the Citywide Assessment and help prepare necessary documents to support the anticipated RCO grant application.

#### GENERAL PROJECT ASSUMPTIONS:

The following are assumed to be included as part of the project:

- Condition Assessment and Recommendations, by priority of improvements
- ADA Compliance Review
- Data Collection for Asset Management
- Recommendations for Future Growth Needs - Level of Service
- System-wide demand analysis in east county
- Stakeholder and Community Engagement
- Strategies and Phased Approach for Improvements
- Cost Model and User Fee Structure
- Operations and Maintenance Needs Assessment and Recommendations
- Rough Order of Magnitude (ROM) Cost Estimates
- Forest Home Park RCO Grant Support

The following elements are "optional" tasks in the project and additional scoping would be required to include:

- Two additional individual stakeholders and/or small user group meetings as needed.
- Development of Conceptual Plans for recommendations.

The following elements are not included in the project scope:

- Site Assessments for non-city sports fields and courts.
- Conceptual plans and ROM costs for athletic facilities outside of the nine city sites.

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# Scope of Work

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(Exhibit "A")

**City of Camas Parks and Recreation Department  
Citywide Sports Field Plan and RCO Grant Support**

## 1.0 PROJECT MANAGEMENT

The Project Manager will coordinate the Consultant's team, organize project resources, and monitor and control budget and progress. We anticipate the project's duration to be (8) months from contract approval and Notice to Proceed.

### 1.1 PROJECT ADMINISTRATION

- Maintain the project schedule as a Gantt chart accessible using Smartsheet, containing task descriptions, start and end dates, completion milestones, and predecessors for each task. Critical path tasks will be identified. The schedule will conform to contract milestones.

**Assumptions:** *The City's Internal Team will commit to an agreed-upon milestone schedule.*

**Deliverable:** *Project schedule, (2) updates.*

### 1.2 PROJECT STATUS REPORTS

- Prepare and submit monthly status reports along with invoices. Project status reports will be compared by task, budget status, and progress, including percent completion, and estimate at complete. In addition, status reports shall summarize specific progress, decisions required by the Owner, potential budget or schedule impacts, descriptions of any work required for successful project completion, and any tasks that MSI believes are outside of its agreed-upon scope of services, and other information deemed to be important to project completion.

**Assumptions:** *Assume an 8-month project timeline.*

**Deliverable:** *Monthly Status Report (8) total.*

### 1.3 INVOICING

- Prepare and submit monthly invoices consistent with the work completed.

**Assumption:** *Invoicing shall be by Task described in this Scope of Work. Invoices will indicate, by Task, total budget, amount previously billed, current billing amount, total amount billed to date, and budget remaining. Invoice attachments shall include personnel names, personnel classifications, billing rates, hours, and direct charges.*

**Deliverables:** *Monthly Invoices (8) total*

#### 1.4 PROJECT COORDINATION MEETINGS

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- Project check-in with MSi and the City Project Manager (Juanita & Trang) will occur bi-weekly by phone.
  - PM check-in - up to 16 meetings, 30 mins each, by phone.
- Schedule and lead recurring project coordination meetings with the consultant team and the City.
  - Recurring coordination meetings - monthly, up to 8 meetings, 1 hour each, virtual.

**Deliverables:** *Meeting agenda, meeting minutes, and task assignments*

#### 1.5 KICK-OFF MEETING

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- Attend a 1.5-hour virtual kick-off meeting with all City departments who will be involved and reviewing the project. This meeting intends to review the project and get input early on from each department. We will also use this meeting to identify key stakeholders.

**Assumptions:** *The city will provide all contact information and be involved in establishing roles and responsibilities of the Internal Planning Committee (IPC) involved.*

**Deliverables:** *Meeting agenda, meeting minutes/notes, and task assignments.*

### 2.0 COMMUNITY ENGAGEMENT

The MSi team will collect and review existing public input collected during the recently adopted PROS plan and other relevant city projects. A Public Participation Plan (PPP) will be created to augment community engagement specific to the needs of this scope and focus. Broader community outreach and stakeholder engagement will have a feedback loop at draft recommendations with at least two touch points.

#### 2.1 BROADER COMMUNITY OUTREACH

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- Help prepare for and attend (presentation support as needed) up to two public meetings.
- Develop project materials to promote community outreach, such as postcard mailers, community tabling, surveys, and social media as identified in the PPP.
- Provide presentation materials in PowerPoint, infographics, plans, and cost estimates for the City's use in meetings and distribution to the public.

**Assumptions:** *The city will distribute meeting notices and arrange any physical or virtual meeting venues and provide up to 44 hours of support.*

**Deliverables:**

- *Attend and present at (2) two public meetings.*
- *PowerPoint presentations including talking points for the City's use.*
- *Promotion materials for outreach – Items outlined above for the City's use and distribution.*

## 2.2 STAKEHOLDER MEETINGS

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- Develop survey materials to support stakeholder engagement.
- Conduct individual key stakeholder and small user group meetings (up to 6). Meetings will gather information from key stakeholders and will be vetted with the City.
- Meeting agenda and meeting minutes.

**Assumptions:**

- *The City will contact stakeholders, coordinate schedules, and identify a location for the meeting.*
- *The City will identify stakeholders at the startup phase of the project.*
- *Stakeholder/user group meetings will be up to 1.5 hours each. For scoping purposes, we will assume half will be in-person, and half will be virtual.*
- *Sports leagues and clubs will provide field use numbers based on registration, use hours, and type of play.*
- *Provide up to 42 hours of support.*

**Deliverables:**

- *Memo of stakeholder engagement.*
- *Summary of sports league and club's current use.*

## 2.3 INTERNAL PLANNING COMMITTEE (IPC) MEETING

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- Workshop with the City's Internal Planning Committee (IPC), including parks, planning, land management, athletic programming, and O&M staff for city input.

**Assumptions:** *There will be at least two touch points, once at draft recommendations and again at final.*

**Deliverables:** *Agenda and meeting minutes.*

## 2.4 PARK BOARD AND COUNCIL UPDATES

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- Parks Commission and Council presentations. Attend and provide presentation support for up to (4) four meetings.
- Provide PowerPoint presentation materials and narratives in the form of infographics, plans, and cost estimates.

**Assumptions:**

- *Anticipate two meetings each - draft and final recommendations.*
- *MSi will develop materials and attend meetings to support the City presentations as needed.*
- *Provide up to 28 hours of support.*

**Deliverables:**

- *Attend and present at (4) four park board and Council meetings.*
- *PowerPoint presentations including talking points for the City's use.*

### 3.0 DATA GATHERING AND CONDITION ASSESSMENT

#### 3.1 EXISTING DOCUMENT REVIEW AND SITE VISITS

- Gather and combine relevant information from various plans, reports, studies, and other relevant documents for desktop review, including available GIS data.

#### 3.2 SITE VISITS AND ASSESSMENT SUMMARY

- Site visits to conduct physical site assessment visits documenting data such as safety and risk, field orientation, site drainage, amenities, program type, and capacity, ADA accessibility and compliance, parking and access, overall field condition, and level of service provided with each of the existing fields.
- Identify potential needs for improvement, enhancement, or renovation, along with opportunities to improve operations and maintenance (O&M) to be reviewed and prioritized with the City.

#### 3.3 COST MODEL AND USER FEE STRUCTURE

- Assess and rate conditions of amenities and identify existing deficiencies based on the agreed-upon desired level of service standards established.

#### 3.4 DEMAND ANALYSIS SUMMARY

- Prepare a demand analysis to identify sports programs underserved by the current field availability.
- Research and compare levels of service and O&M practices used by other regional cities to help inform recommendations.

##### **Assumptions:**

- *Anticipate a 2 1/2-hour site visit per site to collect data.*
- *Only one site visit will be conducted per site. If site conditions are dry during the visit, the consultant team will rely on input from maintenance and user groups to identify drainage challenges and issues.*
- *Data collected during stakeholder interviews will be used to help complete data forms, per the examples provided to the City before scoping.*
- *Assessment of existing fields/courts in the Camas School District and nearby communities will be looked at a high level and will not include field visits.*
- *Demand Analysis summary is based on data collected from sports associations, City data provided, and other stakeholders.*
- *Development of conceptual site-specific maps for recommended improvements are an “optional task”, additional scoping would be required.*

##### **Deliverables:**

- *Data sheets for each City site, including each field/court, will be documented, and outlined in the findings from the visit, desktop review, and stakeholder input.*

- *Summary of the assessment in an easy-to-use matrix, including prioritization of recommended improvements and ROM cost estimate.*
- *Demand Analysis Summary.*
- *Recommendations for level of service and O&M practices.*

#### 4.0 PLAN DEVELOPMENT

The MSi team will develop a draft and final plan that will serve as a management tool for the City to maintain and enhance its existing fields and sports courts and provide a strategy for adding additional capacity to meet the growing demand efficiently and cost-effectively. This document is intended to be a living document and support the city's efforts in asset management; therefore, it will be important to establish and agree upon the format of documenting the information early in the process of gathering data. Reformatting and redeveloping tools at the end of the process will result in added costs and time in completing the project. Re-evaluation should be conducted every 2-5 years as the community grows and the demands for athletic fields and sports courts change.

Information gathered in all prior tasks will be synthesized into a draft plan and will include the following:

- Summary of the planning process, including existing condition evaluations, assessment use capacity, and needs assessments.
- Document the community engagement process and findings.
- Recommendations and implementation strategies for improvements to existing fields, sports courts, and new facilities to accommodate present and future user demands.
- Research best practices in other Pacific Northwest cities' sports fields and sports courts, levels of service, and O&M programs to identify elements of those programs that meet the needs of Camas.
- Recommendations on funding and partnerships
- O&M program recommendations, including fee model.
- Development of working exhibits for ROM takeoffs.
- ROM cost estimating
- Develop strategies and implementation plans to optimize existing fields and sports court utilization while providing a phased approach to adding capacity.

#### 4.1 DRAFT CITYWIDE SPORTS FIELD PLAN

- Draft narrative and spreadsheets.

***Assumptions:***

- *Working exhibits for ROM takeoffs will be developed using aerial imagery.*
- *Concept plans for recommended improvements are an optional task.*
- *Draft materials will be used for a second touch point with the stakeholders, city staff, community, and commissions to gain input and consensus before finalizing recommendations in the planning document. This scope assumes one round of review and revision comments.*

***Deliverables:*** Draft assessment report narratives and graphics.

## 4.2 FINAL CITYWIDE SPORTS FIELD PLAN

- Incorporate review comments from the draft review and finalize the plan.
- Final narrative, maps, spreadsheets, and ROM budget estimates.

**Deliverables:** *Final assessment, including all maps, narratives, spreadsheets, ROM budget estimates, and supporting graphics.*

## 5.0 FOREST HOME PARK RCO GRANT SUPPORT

The City anticipates submitting a Community Outdoor Athletic Facilities (COAF) grant for improvements to Forest Home Park. MSi will provide the following RCO grant support as listed in the following subtasks:

### 5.1 GRANT APPLICATION

- MSi will coordinate with the City on project intent and prepare the COAF grant application to ensure uses are eligible and compatible with RCO funding.
- MSi will be responsible for providing project metrics such as quantity take-offs, cost estimates, and preparation of project narratives for the grant application.
- The City will be responsible for providing the following legal application materials including, but not limited to: land appraisals, authorizing resolution/application authorization, landowner acknowledgment form, and local jurisdiction review and conferral.
- All additional legal documents identified in the grant application, such as all required studies/investigations will be the responsibility of the City.

**Assumptions:**

- *City will conduct one round of review on each deliverable.*
- *City to provide legal documentation as identified above.*
- *City will be responsible for uploading all necessary application materials through RCO's PRISM Online.*
- *Narratives associated with presentation slides will be prepared under a separate task.*

**Deliverables:** *Draft and final application narratives and metrics.*

### 5.2 GRANT GRAPHIC DEVELOPMENT

- Graphics are a large part of successful grant applications. Evaluators are looking for maps, site plans, illustrations, precedent images, aerial views, and ground shot imagery of the site. MSi will provide the following graphic support for the COAF grant application.
- Development of location and vicinity maps, parcel maps, and site photographs (ground and aerial).
- In collaboration with the City and with input from stakeholders, MSi will also develop a concept site plan in Task 2 which will identify recommended improvements and ROM cost estimates.

**Assumptions:**

- *Site-specific maps will be schematic and developed using approximate site measurements, GIS data, and aerial imagery. City will conduct one round of review on each deliverable, up to 8 maps and renderings.*
- *City to provide all background information available for map development.*
- *Graphics will be provided in PDF and JPEG format*

**Deliverables:**

- *Draft and final RCO grant graphics (TBD based on grant requirements).*
- *Site photographs (using ground and drone technology)*

**5.3 POWERPOINT PRESENTATION**

- MSi will prepare a draft and final PowerPoint presentations to be used by the City to participate in technical and final evaluation with the RCO review committee. Graphic materials used in the development of the presentation will be developed during other tasks in this scope of work. Presentations will respond to evaluation criteria questions including, but limited to: project need, project scope, immediacy of threat, community support, cost efficiencies.

**Assumptions:**

- *City will conduct one round of review on each deliverable.*
- *City will be available to support and coordinate presentation narratives and graphics.*
- *City will be responsible for presentations to the RCO review board.*
- *PowerPoint presentations will be provided in native and PDF format.*
- *Up to 26 hours of support.*

**Deliverables:**

- *Presentation narratives.*
- *Draft and final Technical PowerPoint presentation*
- *Draft and final Evaluation PowerPoint presentation*

**6.0 SUBCONSULTANT SUPPORT**

Second Nature will be providing sport field support services throughout the project.

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## Fees

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**(Exhibit "B") Fees****City of Camas Parks and Recreation Department  
Citywide Sports Field Plan****Design Services**

1.0	Project Management	\$ 15,876.00
2.0	Community Engagement	\$ 24,160.00
3.0	Data Gathering and Condition Assessment	\$ 23,644.00
4.0	Plan Development	\$ 47,536.00
5.0	RCO Grant Support	\$ 14,764.00
6.0	Second Nature (subconsultant)	\$ 17,200.00
	Reimbursable	\$ 1,785.00
<b>Total Fees</b>		<b>\$ 144,965.00</b>



## Staff Report

February 5, 2024 Council Workshop

EMS Property Tax Renewal Levy 2025-2029

Presenter: Cathy Huber Nickerson, Finance Director

Time Estimate: 10 minutes

Phone	Email
360.817.1537	chuber@cityofcamas.us

**BACKGROUND:** This presentation is designed to provide an overview of the process to renew the City of Camas Emergency Medical Services Levy for 6 more years.

**SUMMARY:** Property taxes are the primary revenue source of funding for emergency medical services for the City of Camas. By law, the City residents consider a renewal of the EMS levy every 6 years. In this ballot measure, the voters consider the levy rate and the duration not to exceed 6 years. In 2019, the renewed levy was \$0.46 per thousand of assessed valuation of such property. The most the City could request from the voters would be \$0.50 per thousand as prescribed by law.

The EMS levy once established by the voters is complicated with different limitations with one limit which requires City Council's annual consideration is the Levy Increase Limit. In Washington State, property taxes increases are not based on the increasing value of properties but rather on the amount of property taxes that are assessed from the prior year. Each year's levy may be increased by no more than 1% or the Implicit Price Deflator (IPD) whichever is less. The IPD is the percentage change in the implicit price deflator for personal consumption as published by the Bureau of Economic Analysis by September 25<sup>th</sup>. The IPD for the 2023 property tax levy is 6.457%. Therefore, the lawful highest levy would be 1% increase.

The levy will increase or decrease each year with assessed valuation changes and will fluctuate. As the City grows and/or property values increase, the levy rate will decrease and if the property values decrease, the levy rate could increase but not more than \$0.46 per thousand.

### EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? The intent of the presentation is to provide information for a resolution to call an election to consider an EMS property tax levy renewal for 6 years.

What's the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? The election will provide the community an opportunity to weigh in on the renewal of the EMS property tax levy. The voter's pamphlet will describe the ballot decision along with a pro comment and possibly a con comment. Staff intends to provide additional factual information on the property tax levy and what it funds.

Who will benefit from, or be burdened by this agenda item? All property owners in the City of Camas will be impacted by this agenda item.

What are the strategies to mitigate any unintended consequences? If the Council does not approve the call to election, staff could bring it back to Council for a later election.

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. The Clark County Assessor's Office can provide exemptions for homeowners who are within certain age and income groups as well as homeowners who may be disabled.

Will this agenda item improve ADA accessibilities for people with disabilities? This levy helps fund services to help people with disabilities receive medical attention.

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

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? This item contributes to ensuring sufficient revenue to meet the City's desired level of service.

**BUDGET IMPACT:** The CWFD depends upon this funding from this levy to support an essential level of service for its EMS and transport program.

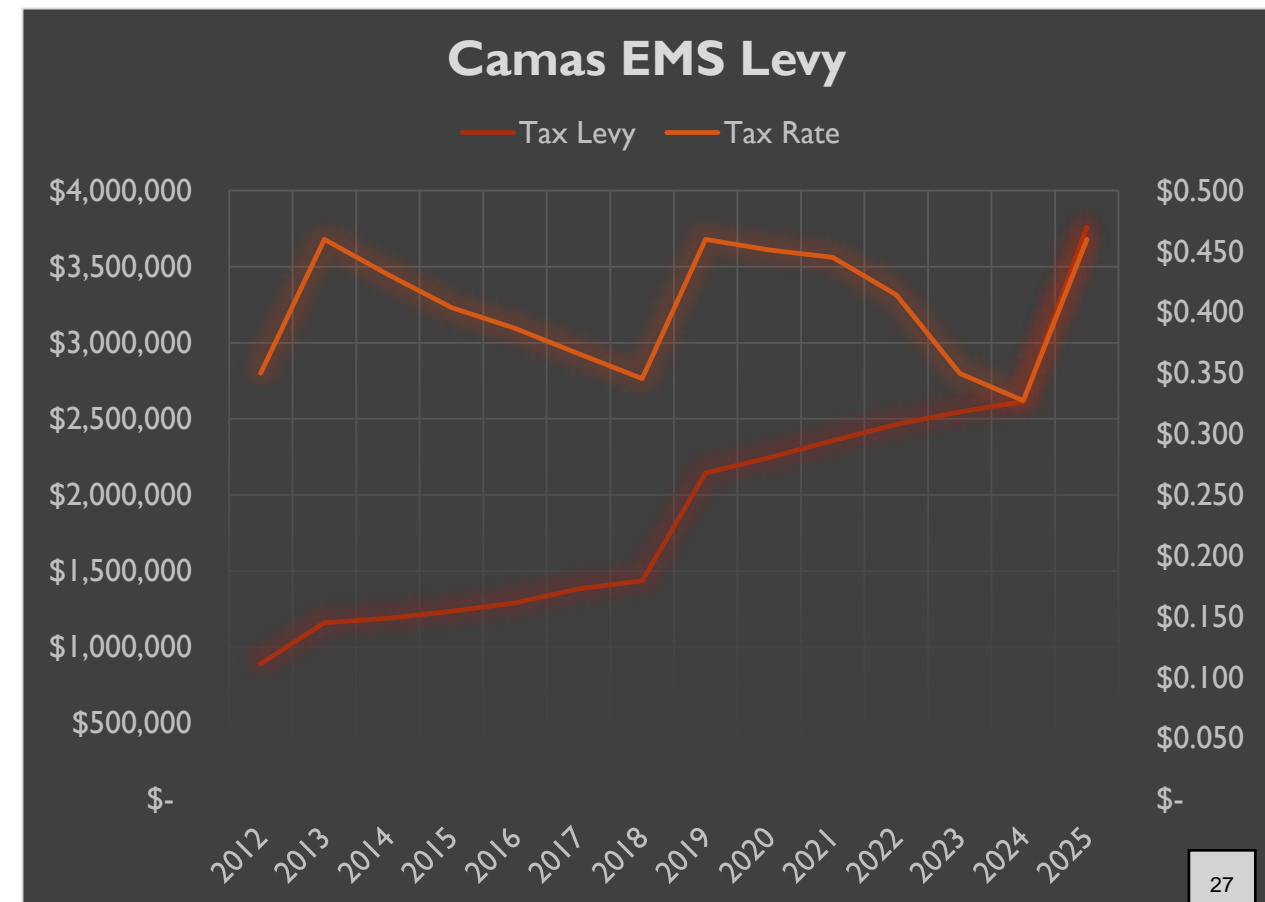
**RECOMMENDATION:** Staff recommends Council direct staff to place the resolution for an election for consideration of a renewal of the EMS levy be placed on the February 20, 2024, Regular City Council Meeting Agenda.

# CITY OF CAMAS EMERGENCY MEDICAL SERVICES LEVY

CALL FOR ELECTION  
FOR EMS PROPERTY  
TAX RENEWAL LEVY  
2025-2029

# BACKGROUND

- Voters approved a six-year EMS levy with a maximum levy rate of \$0.46/\$1,000 for the tax years 2020-2024 in 2019
- In 2012, the legislature amended RCW 84.52.069 reducing the voter approval requirements for an uninterrupted continuation of a six-year or ten year EMS levy from a super majority (60%) to a simple majority.





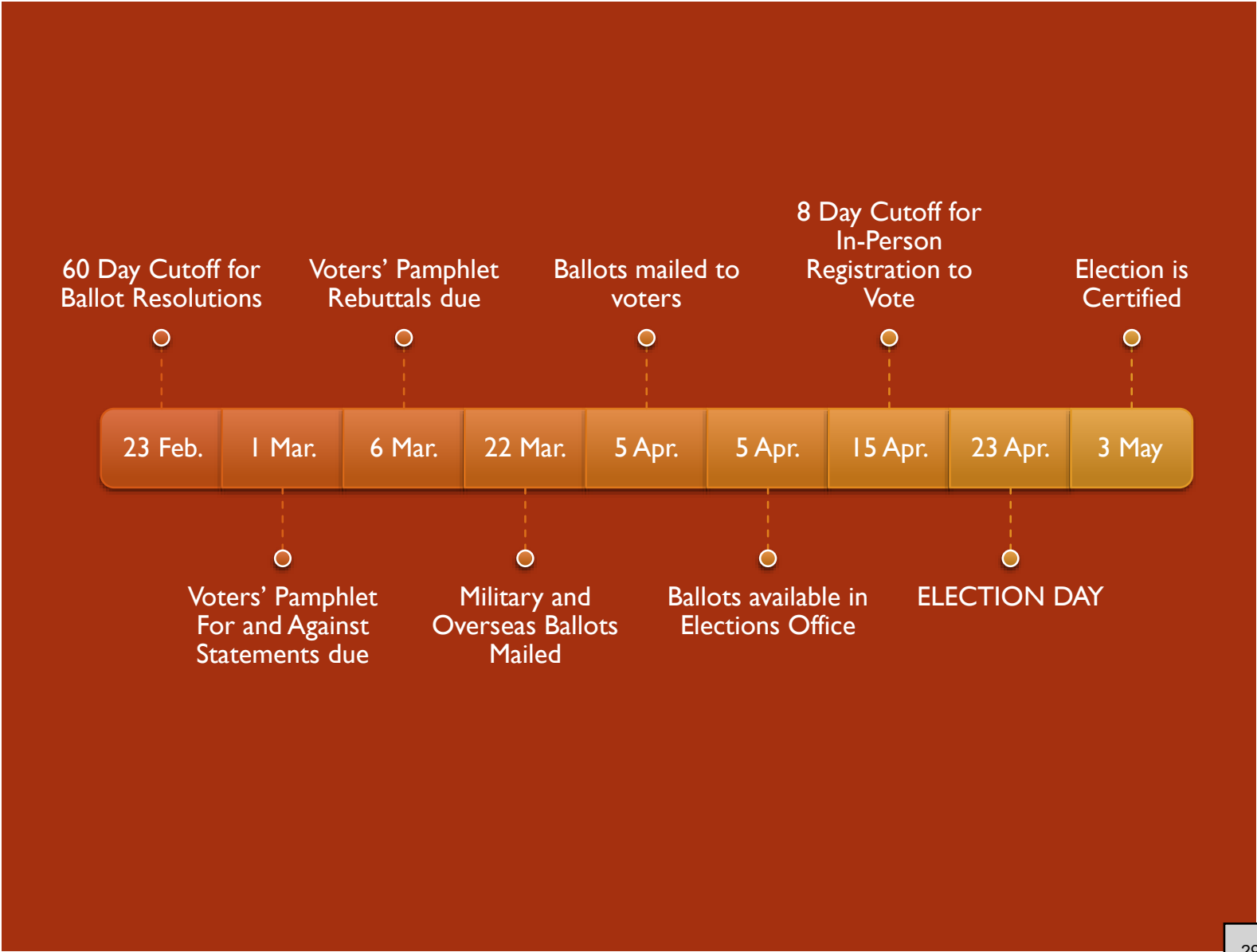
Authorized by RCW  
84.52.069 - \$0.25/\$1,000 AV,  
\$0.25/\$1,000 AV  
(1% levy limit on the 2<sup>nd</sup>)



Regular Levy, Voted for  
either 6 years or 10 years or  
permanent.

## LEVY INFORMATION

# SEQUENCE OF EVENTS FOR APRIL 23, 2024 SPECIAL ELECTION



## NEXT STEPS

- Resolution calling for an election by City of Camas February 20<sup>th</sup> - due to the Elections February 23<sup>rd</sup>
- Resolution Cover Sheet (contact info)
- Ballot Title prepared by City Attorney
  - Identification of Council
  - Statement of subject matter (10 words)
  - Concise description of measure (100 words or less)
  - A question
- Ballot title is reviewed by Clark County Prosecuting Attorney

QUESTIONS?



## Staff Report

February 5, 2024 Council Workshop Meeting

Professional Services Agreement for Boulder Creek Intake Maintenance Improvements

Presenter: Rob Charles, Utilities Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7003	rcharles@cityofcamas.us

**BACKGROUND:** Boulder Creek has an intake which supplies water to the City's Water Treatment Plant located north of the city. Both Jones Creek and Boulder Creek provide water to the plant which provides seasonal water supply to Camas. Over time, the Boulder Creek intake has shown reduced capacity due to buildup of material around the intake. In addition, the creek has had washouts over the years which have eroded the bank and access maintenance road which staff uses to maintain the intake. Shell Engineering has previously worked on assisting the city with a condition assessment and repair concepts plan for the intake in the amount of \$23,893.

**SUMMARY:** To fully utilize the capacity of the intake, creek bed material will need to be pulled from the stream channel around the intake. This material can then be used to stabilize the creek bank and also be used to reconstruct the eroding maintenance road. Shell Engineering is proposing to coordinate with multiple agencies for permitting requirements to maintain this intake. In addition, a survey of the area will be completed to confirm the quantity of material which will be dredged from the creek. When plans and specifications are completed, the project will be bid and the low bid award will be brought back to council. The work window in the stream is limited to the month of August.

- ① Concrete dam tied-in to bedrock channel.
- ② 3" x 10" timber flashboard set atop dam.
- ③ Drain intake leading to 10" pipe
- ④ Chain link screen surrounding intake
- ⑤ Sediment deposits upstream of dam
- ⑥ Access platform
- ⑦ Metal guardrail in channel downstream of dam, presumed from eroded bank.



Figure 1: Photo of existing dam and intake structure from downstream of dam looking upstream

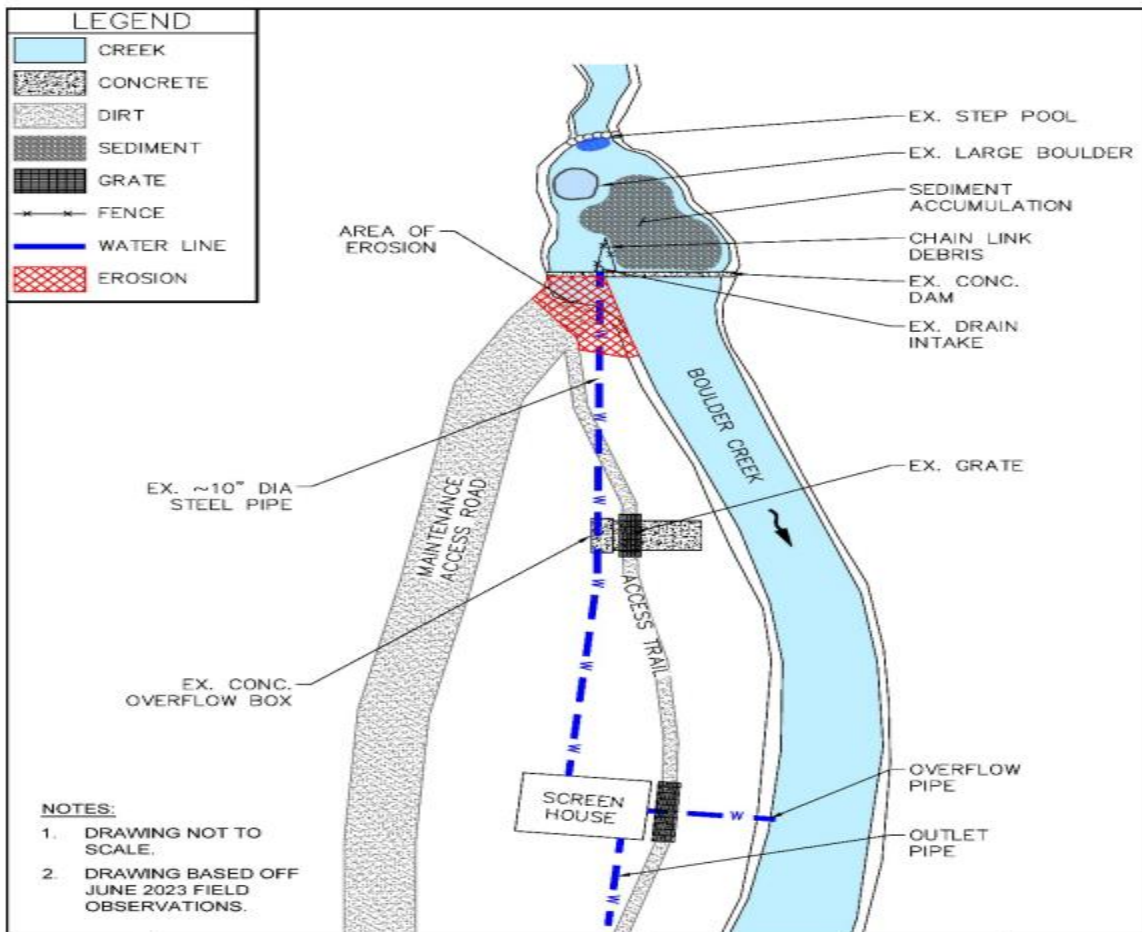


Figure 2: Vicinity map of Boulder Creek water intake structure



**Figure 3: Existing bank erosion along right bank of Boulder Creek looking downstream in intake structure.**

**BENEFITS TO THE COMMUNITY:** Full utilization of the City's Water Treatment Plant and the ability to turn off some wells during the winter months when the plant is operating.

**POTENTIAL CHALLENGES:** During agency consultations for permit requirements, there may be permitting requirements placed upon the maintenance work that are unexpected.

**BUDGET IMPACT:** The cost for the design and permitting portion of this project is \$69,425.

**RECOMMENDATION:** Staff recommends this item be placed on the February 20, 2024 Council Regular Meeting Consent Agenda for Council's consideration.



## CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue  
Camas, WA 98607

PROJECT NO. W1043

### Boulder Creek Water Intake Maintenance Improvements

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Shell Engineering & Consulting LLC, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **Boulder Creek Water Intake Maintenance Improvements**.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2024**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$69,245.00** under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on **Attachment "A"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in **Attachment "B"**.
  - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

- 5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

- 6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
- 7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

- 8. Consultant's Liability Insurance.
  - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
  - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be

responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
  - Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
  - Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
  - Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
  - Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
  - Civil Rights Restoration Act of 1987  
(Public Law 100-259)
  - Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
  - 49 CFR Part 21
  - 23 CFR Part 200
  - RCW 49.60.180

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

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
  - a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
  4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
  - c. The Consultant agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
  - d. The Consultant further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

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

15. Intellectual Property.

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

magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
 Rob Charles  
 City of Camas  
 616 NE 4th Avenue  
 Camas, WA 98607  
 PH: 360-817-1563  
 EMAIL: rcharles@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Timothy Shell, PE  
 Shell Engineering & Consulting LLC  
 951 S Oak Road  
 Ridgefield, WA 98642  
 PH: 503-502-8941  
 tim@shellengrllc.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in

accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

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

23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024

CITY OF CAMAS:

Shell Engineering & Consulting LLC  
Authorized Representative

By \_\_\_\_\_

DocuSigned by:  
By Timothy Shell  
FB3147BECAB04BB...

Print Name \_\_\_\_\_

Print Name Timothy Shell

Title \_\_\_\_\_

Title Principal Engineer/Owner

Date 1/30/2024

## EXHIBIT “A” SCOPE OF SERVICES



## EXHIBIT 'A'

### SCOPE OF WORK FOR BOULDER CREEK WATER INTAKE MAINTENANCE IMPROVEMENTS AMENDMENT NO. 1 PERMITTING, DESIGN AND CONSTRUCTION PHASE SERVICES

*January 24, 2024*

#### **Project Description**

The City of Camas (City) desires to amend its contract with Shell Engineering and Consulting LLC (Shell) to provide additional consulting services for the Boulder Creek Water Intake.

The streambed surrounding the water intake behind the concrete dam has accumulated gravel and the bank along the maintenance access road has been eroded by stream flows. Under the initial contract for this project Shell provided a technical memorandum that included concept-level repair alternatives for maintaining the intake structure and repairing the maintenance access road to the intake. In addition, Shell provided preliminary consultations with regulatory/permitting agencies, including the U.S. Army Corps of Engineers (ACOE) and the Washington State Department of Wildlife (WDFW). Shell was unable to obtain preliminary consultations with Clark County Community Development (County) and the Washington State Department of Ecology (DOE).

The City now desires to proceed with permitting, design and construction phase services.

#### **Project Assumptions:**

1. This project will include excavation of up to 50 cubic yards of accumulated gravel from the streambed behind the dam and placement of up to 50 cubic yards of rock revetment and road fill for streambank restoration and repair of the maintenance access road.
2. The City will renew their Hydraulic Project Approval (HPA) for the Boulder Creek Intake with WDFW. The renewed HPA will allow excavation of up to 50 cubic yards of accumulated gravel from behind the dam.
3. Removal of sediment, repair of the eroded maintenance road and construction of a rock revetment for bank stabilization will be considered utility maintenance by applicable regulatory agencies.
4. Bio-engineering design is not included.
5. This project will be bid as a small works project.
6. Construction will occur during the in-water work window (the month of August) of 2024.

7. Biological studies have not been prepared. The in-stream work areas will need to be surveyed to determine if either freshwater mussels or lamprey are present. If found to be present, they will need to be removed prior to construction.
8. Preparation of a SEPA checklist will be required.
9. All permit fees, including a Clark County Pre-Application meeting and SEPA Checklist fee, will be paid by the City.
10. The DOE and ACOE may require a wetland delineation.
11. The ACOE will authorize work under a Nationwide Permit.

### **Scope of Work**

The scope of work for this project includes the following:

- Project management, scope of work development, invoicing, and management of subconsultants.
- Meetings with the City to review plans and discuss project objectives.
- A pre-application conference with the County, including preparation of an application, responding to County requests for additional information, and attendance at a virtual pre-application conference meeting.
- A Pre-Filing Meeting with the DOE (required for DOE Water Quality Certification).
- Preparation of a SEPA checklist.
- Preparation of a JARPA permit application.
- Preparation of an ACOE Pre Construction Notification.
- A wetland delineation, if required by the DOE and/or ACOE.
- Coordination with regulatory agencies including the County, ACOE, DOE, and WDFW.
- A site topographic survey to supplement existing surveys, map the area of the eroded bank and existing streambed around the water intake, and tie into control points from the Jacobs topographic survey.
- Resolution of survey datum differences between the existing topographic surveys.
- Design of maintenance access road repairs and rock revetment to stabilize the bank.
- Development of plans, specifications and estimated construction cost.
- One site visit for final design review.
- An aquatic survey to determine if freshwater mussels or lamprey are present at the site.
- Fish and/or freshwater mussel salvage prior to construction if found to be present.
- Site visits during bidding (if needed) and construction.

### **Scope of Work Assumptions:**

1. Construction contract administration and construction inspection are not included.
2. A Cultural Resources Survey was prepared in 2016 for the Camas Pipeline Project and the Area of Potential Effects included this project site. An Archaeological Predetermination will not be required for this project.
3. City review of plans, specifications and estimate will occur at 90% and Final stages of project development.
4. Front end construction contract documents will be provided by the City.

5. Water intake structure maintenance will be limited to removal of gravel from behind the dam.
6. Evaluation of the dam is not included.
7. A maximum of 24 hours for regulatory agency coordination is included.
8. A maximum of 2 site visits during construction is included.
9. A maximum of 1 day of fish salvage is included.

**Deliverables:**

- Application material for a Clark County Pre-Application Conference, DOE Pre-Filing application, ACOE Pre Construction Notification, JARPA application and SEPA checklist.
- Updated site survey and ACAD base map.
- Plans, specifications and estimates at 90% and final stages of development (cost estimate at final only).
- Wetland delineation report (if needed).
- Memo summarizing results of the aquatic survey.

**Anticipated Schedule:**

- Notice to proceed: February 15, 2024
- 90% PS&E: March 31, 2024
- Final PS&E: April 30, 2024
- Project Bidding: May 2024
- Project Construction: August 2024

EXHIBIT “B”  
COSTS FOR SCOPE OF SERVICES



**EXHIBIT 'B'**  
**Fee Estimate**  
City of Camas  
Boulder Creek Water Intake Maintenance Improvements  
Permitting, Design and Construction Phase Services  
Jan-24

Task	Description	Shell				Subconsultants			Total Cost
		Hours	Labor Cost	Expenses		ELS	Rivero	KCD	
1	PROJECT MANAGEMENT								
	PM, Scope Development, Invoicing	12	\$ 2,220		\$ 2,220				\$2,220
	Client meetings	8	\$ 1,480		\$ 1,480				\$1,480
2	PERMITTING								
	Clark County Pre-App	8	\$ 1,480	\$ 55	\$ 1,535				\$1,535
	WQ Certification Pre-Filing Meeting	4	\$ 740		\$ 740				\$740
	JARPA Application	4	\$ 740		\$ 740				\$740
	SEPA checklist	8	\$ 1,480		\$ 1,480				\$1,480
	ACOE Pre Construction Notification	4	\$ 740		\$ 740				\$740
	Agency/Permit Coordination	28	\$ 5,180		\$ 5,180	\$2,750			\$7,930
	Wetland Delineation (if required)					\$10,450			\$10,450
	Aquatic Surveys					\$8,360			\$8,360
3	SURVEY AND MAPPING								
	Topographic Survey and Base Map							\$4,180	\$4,180
4	ENGINEERING DESIGN								
	Site visit	4	\$ 740	\$ 75	\$ 815				\$815
	Plans								
	Existing Conditions	2	\$ 370		\$ 370		\$1,650		\$2,020
	Site Improvements, Restoration, Erosion Control	20	\$ 3,700		\$ 3,700		\$3,300		\$7,000
	Details	16	\$ 2,960		\$ 2,960		\$3,300		\$6,260
	Small Works Contract Documents, Special Provisions	6	\$ 1,110		\$ 1,110				\$1,110
	Estimate	3	\$ 555		\$ 555				\$555
5	BID PHASE SERVICES								
	Bidder Questions, Pre-Bid Meeting, Addenda	8	\$ 1,480		\$ 1,480		\$330		\$1,810
6	CONSTRUCTION PHASE								
	Site Visits	12	\$ 2,220	\$ 150	\$ 2,370				\$2,370
	Fish Salvage					\$6,050			\$6,050
	As-Builts	4	\$ 740		\$ 740		\$660		\$1,400
	TOTAL	151	\$ 27,935	\$ 280	\$ 28,215	\$27,610	\$8,580	\$4,180	\$69,245

Houly rate \$185  
Subconsultant costs include a 10% markup  
Mileage will be billed at federal rate

**EXHIBIT “D”**  
**TITLE VI ASSURANCES**

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

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

unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

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

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

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

**Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subConsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

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

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

Pertinent Non-Discrimination Authorities:

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

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



## Staff Report

January 16, 2023 Council Workshop Meeting

Draft Franchise Agreement with Comcast Cable Communications Management, LLC

Presenter: Steve Wall, Public Works Director

Time Estimate: 15 minutes

Phone	Email
360.817.7899	swall@cityofcamas.us

**BACKGROUND:** City of Camas Ordinance No. 2652 was adopted in July 2012 and authorized a 10-year extension of a Franchise Agreement with Comcast of Washington V, LLC ("Comcast") through August 5, 2022. The agreement extension has since expired, but is still valid as both parties have been working in good faith on a new franchise agreement.

**SUMMARY:** Comcast Cable Communications Management, LLC ("Comcast"; previously known as Comcast of Washington V, LLC) through its local representatives requested a Franchise Agreement with the City to construct, install, maintain, extend, and operate cable communications facilities within the City right-of-way. The non-exclusive franchise agreement and any facilities installed in association with the agreement will be used to serve current and future Comcast customers with cable services. The draft franchise agreement has been reviewed by staff and the City Attorney, as well as Comcast representatives.

The approval process for the Franchise Agreement includes the need to hold a public hearing to receive public testimony regarding the agreement. Following the public hearing and at Council's direction, an Ordinance would be presented to City Council for consideration for adoption.

**BENEFITS TO THE COMMUNITY:** In accordance with Section 3.3 of the draft agreement, Comcast shall continue providing complimentary cable services to the schools, libraries and public institutions identified in Exhibit A. Additionally, Exhibit B to the draft agreement provides for customer service standards consistent with past agreements with Comcast.

**BUDGET IMPACT:** In accordance with the City's adopted 2024 Fee Schedule, Comcast will pay the City's \$5,954 administrative fee for processing the Franchise Agreement. Additionally, per section 7.1 of the draft agreement, Comcast shall pay to the City a Franchise Fee of five percent (5%) of their annual gross revenue within the City. Comcast would also be obligated to pay to the City any utility taxes if enacted in the future, up to a total of 4% for the first 10 years, then any amount statutorily authorized after 10 years at the discretion of the City.

**RECOMMENDATION:** Staff recommends the City Council provide feedback on the Draft Franchise Agreement and request staff to schedule a public hearing date for the January 16, 2024 Regular Meeting.

**EXHIBIT "A"****FRANCHISE AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF COMCAST  
CABLE SYSTEMS IN THE CITY OF CAMAS, WASHINGTON**

THIS CABLE FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the City of Camas, a duly organized City under the applicable laws of the State of Washington (the Local Franchising Authority or "LFA") and Comcast Cable Communications Management, LLC (the "Franchisee").

WHEREAS, the LFA wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable communications system in the Franchise Area as designated in this Franchise;

WHEREAS, the LFA is a "franchising authority" in accordance with Title VI of the Communications Act (see 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises;

WHEREAS, Franchisee owns and operates a Cable System in the Franchise Area for the transmission of Cable Services and other services;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's Cable System meets the cable related needs and interests of the LFA and the community, in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the LFA has determined that the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA's grant of a franchise to Franchisee, Franchisee's promise to provide Cable Service to residents of the Franchise/Service Area of the LFA pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings

herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

**THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:**

**1. DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

- 1.1 Intentionally left blank.
- 1.2 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.
- 1.3 *Additional Service Area*: Shall mean any such portion of the Service Area added pursuant to Section 3.1.2 of this Agreement.
- 1.4 *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals and other programming provided by Franchisee.
- 1.5 *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).
- 1.6 *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7).
- 1.7 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).
- 1.8 *Communications Act*: The Communications Act of 1934, as amended.
- 1.9 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchise's affairs.
- 1.10 Intentionally left blank.
- 1.11 *FCC*: The United States Federal Communications Commission or successor governmental entity thereto.
- 1.12 *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public

enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's Cable System is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA and such additional areas as may be included in the corporate (territorial) limits of the LFA during the term of this Franchise.

1.14 *Franchisee*: Comcast of Washington V, LLC. and its lawful and permitted successors, assigns and transferees.

1.15 Intentionally left blank.

1.16 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles ("GAAP"), which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Service Area, provided, however, that Gross Revenue shall not include:

1.16.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;

1.16.2 Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.16.3 Refunds, rebates or discounts made to Subscribers or other third parties;

1.16.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders;

1.16.5 Any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale

of such merchandise, which portion shall be included in Gross Revenue;

1.16.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.16.7 Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees);

1.16.8 Any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.16.9 Sales of capital assets or sales of surplus equipment;

1.16.10 Program launch fees;

1.16.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.16.12 Franchise fees under Section 7.1 and other fees under Section 6 collected from Subscribers.

1.17 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20).

1.18 *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19 *Local Franchise Authority (LFA)*: The City of Camas or the lawful successor, transferee, or assignee thereof.

1.20 *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.21 *Normal Operating Conditions:* Those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

1.22 Intentionally left blank.

1.23 *Person:* An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.24 Intentionally left blank.

1.25 *Public Rights-of-Way:* The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.26 *Service Area:* All portions of the Franchise Area where Franchisee's Cable Service is being offered including any Additional Service areas.

1.27 *Service Interruption:* The loss of picture or sound on one or more cable channels.

1.28 *Subscriber:* A Person within the Service Area who lawfully receives Cable Service over Franchisee's Cable System with Franchisee's express permission.

1.29 *Telecommunication Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.30 *Title II:* Title II of the Communications Act.

1.31 *Title VI:* Title VI of the Communications Act.

1.32 *Transfer of the Franchise:*

1.32.1 Any transaction in which:

1.32.1.1 an ownership or other interest in excess of 50% in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of Franchisee is transferred; or

1.32.1.2 the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

1.32.2 However, notwithstanding Sub-subsections 1.32.1.1 and 1.32.1.2 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.32.3 Video Programming: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

## **2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1 *Grant of Authority:* Subject to the terms and conditions of this Agreement and the Communications Act, the LFA hereby grants the Franchisee the right to construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2 *Term:* This Franchise shall become effective on \_\_\_\_\_ (the Effective Date"). The Initial Term of this Franchise shall be for ten (10) years from the Effective Date unless the Franchise is earlier revoked as provided herein. Following the Initial Term, this Franchise shall automatically be renewed for one (1) additional period of five (5) years followed by negotiations in accordance with Section 626 of the Cable Act, unless LFA or Franchisee provides the other Party notice of its intent not to renew at least ninety (90) days before the expiration of the Initial Term.

2.3 *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights- of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System.

2.4 *Franchise Subject to Federal Law:* Notwithstanding any provision to the

contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

## 2.5 *No Waiver:*

2.5.1 The failure of LFA on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act 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 LFA, nor to excuse Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.5.2 The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse LFA from performance, unless such right or performance has been specifically waived in writing.

## 2.6 *Construction of Agreement:*

2.6.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives

2.6.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545.

2.6.3 Should any change to state law have the lawful effect of materially altering the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modifications shall be in writing. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.6.4 Franchisee 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 Franchisee agrees that it is subject to the lawful exercise of the police power of the LFA.

2.7 *Police Powers:* Nothing in the Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of LFA's police powers. However, if the reasonable, necessary and lawful exercise of LFA's police power results in any material alteration of the terms and conditions of this Franchise, then the parties shall modify this

Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modifications shall be in writing. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

### **3. PROVISION OF CABLE SERVICE**

#### **3.1 *Service Area:***

**3.1.1 *Service Area:*** Franchisee shall offer Cable Service to Subscribers in residential areas within the Franchise Area, subject to the density requirements set forth below, except: (A) for periods of Force Majeure; (B) for periods of delay caused by LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot access under reasonable terms and conditions after good faith negotiation, as determined by Franchisee; and (F) in developments or buildings that Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis; and (G) in areas where the occupied residential household density does not meet the density requirements set forth in Sub-section 3.1.1.1.

**3.1.1.1 *Density Requirement:*** Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than fifteen (15) occupied residential dwelling units per one-quarter cable mile as measured in strand footage from the nearest technically feasible point on the active Cable System trunk or feeder line. Should, through new construction, an area within the Service Area meet the density requirements after the Effective Date of this Franchise, Franchisee shall provide Cable Service to such area within twelve (12) months of receiving notice from LFA that the density requirements have been met.

**3.1.2 *Additional Service Areas:*** Except as may be required by Section 3.1.1.1, Franchisee may, but shall not be required to extend its Cable System or to provide Cable Services to any other areas within the Franchise Area during the term of this Franchise or any Renewals thereof. If Franchisee desires to add Additional Service Areas within the Franchise Area, Franchisee shall notify LFA in writing of such Additional Service Area at least ten (10) days prior to providing Cable Services in such areas.

**3.2 *Availability of Cable Service:*** Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1 and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In

the areas in which Franchisee provides Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred twenty five (125) feet of the Cable System trunk or feeder lines. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred twenty five (125) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3 *Cable Service to Public Buildings:* The parties acknowledge that as of the Effective Date of this Franchise Agreement, Franchisee continues to provide Complimentary Services to certain schools, libraries, and public institutions within the Franchise Area, as set forth in Exhibit "A". In the event Franchisee elects, to the extent permitted by Applicable Laws, to invoice the LFA for Complimentary Services, Franchisee agrees that it will do so only after providing LFA, and other entities receiving complimentary connections, with one hundred twenty (120) days' prior written notice.

The Franchisee shall have the right to discontinue the receipt of all or a portion of the Complimentary Services provided by the Franchisee in the event Franchisee elects to impose a charge against the LFA for the Complimentary Services as set forth in the preceding paragraph.

LFA does not waive any rights it may have now or in the future regarding complimentary service, PEG transport maintenance costs, or other services or infrastructure that the FCC has concluded are in-kind requirements subject to franchise fee offset as of the Effective Date of this Agreement or any other requirements provided for in this Franchise Agreement. If, as the result of future action by the FCC, federal law or through judicial review, such services are no longer considered to be "franchise fees" under 47 USC §542, then the LFA may require Franchisee to provide such services without charge to the complimentary service locations set forth in Exhibit "A".

#### **4. SYSTEM OPERATION**

4.1 The parties recognize that the jurisdiction of the LFA extends only to the Cable System to the extent used to provide Cable Services within the Franchise Area. The jurisdiction of the LFA over telecommunications and information facilities and services is restricted by federal and state law, and the LFA does not and will not assert jurisdiction over Franchisee's Cable System in contravention of those limitations.

4.2 *Conditions of Street Occupancy.* If the City determines that a public project necessitates the relocation of Franchisee's Cable System, or any part thereof, the City shall:

4.2.1 At least seventy-five (75) days prior to the commencement of such project, provide Franchisee with written notice of known facilities requiring such relocation; and

4.2.2 Provide Franchisee with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for

Franchisee's facilities; and

4.2.3 Meet with Franchisee, if requested, within ten (10) business days to discuss the scope, requirements and challenges of the relocation work.

4.3 After receipt of such notice and such plans and specifications and meeting, Franchisee shall complete relocation of its Cable Systems at no charge or expense to the City at least ten (10) days prior to commencement of the City's project or as otherwise agreed to in writing between the City and Franchisee.

4.4 If public funds are available to any other user of the Public Right of Way for the purpose of defraying the cost of any of the foregoing, the LFA shall notify Franchisee of such funding and make available such funds to the Franchisee.

4.5 Failure to complete a relocation requested by the City in accordance with this Section 4.2 by the date included in the notice provided for thereby may subject Franchisee to liquidated damages as provided in Section 13 of this Franchise, except in the event Franchisee suffers a force majeure or other event beyond its reasonable control. Alternatively, should the LFA's Project be delayed as a result of Franchisee's failure to complete a relocation requested in accordance with this Section and provided Franchisee has not suffered a force majeure or other event beyond its reasonable control, then LFA may, at Franchisee's sole expense, have the Cable Systems relocated by LFA's contractor. In such event, Franchisee shall pay the cost of relocation within 30 days of submission of an invoice by the LFA. This Section shall only apply if applied in a non-discriminatory manner and it is necessary for all Cable Systems and appurtenances to be moved in the same location.

4.6 *Relocation at request of Third Party.* The Franchisee shall, upon reasonable prior written request of any Person holding a permit issued by the LFA to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Franchisee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Franchisee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

4.7 *Excavation and Notice of Entry.* 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. Franchisee 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 LFA or State law, including RCW 39.04.180, for the construction of trench safety systems.

Whenever Franchisee excavates in any Right-of-Way for the purpose of installation, construction, repair, maintenance or relocation of its Facilities, it shall apply to the LFA for a permit to do so in accordance with the ordinances and regulations of the LFA 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, Franchisee shall not unnecessarily obstruct the passage or use of the Right-of-Way, and shall provide the LFA with plans, maps, and information showing the proposed and final location of any Facilities. In the event of an emergency where repairs are necessary to restore franchisee service after hours, Grantee will make best efforts to contact the City's Public Works Department prior to the repair, however, Grantee may initiate such emergency repairs, and shall give notification to the City no later than the next business day. Grantee shall thereafter apply for appropriate permits as deemed necessary by the City.

**4.8 Restoration of Public Rights of Way.** If in connection with permits or approvals from the LFA, or in connection with the construction, operation, maintenance, or repair of the Cable System, the Franchisee disturbs, alters, or damages any Public Right of Way, the Franchisee agrees that it shall at its own cost and expense replace and restore any such Public Right of Way in accordance with any applicable permits or approvals by the LFA. Any such restorations shall, at a minimum, follow the street surface restoration provisions of the Camas Design Standards Manual or permit issued for the work, provided that all users of the LFA's Public Rights of Way are subject to the same provisions, and the LFA provides Franchisee copies of any applicable updates of the Camas Design Standards Manual.

**4.9 Safety Requirements.** The Franchisee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

**4.10 Trimming of Trees and Shrubbery.** The Franchisee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Franchisee's wires, cables, or other equipment. All such trimming shall be done at the Franchisee's sole cost and expense. The Franchisee shall be responsible for any damage caused by such trimming.

**4.11 Aerial and Underground Construction.** If all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Franchisee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise

Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

4.11.1 *Undergrounding and Beautification Projects.* In the event all users of the Public Rights of Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Franchisee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Franchisee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Franchisee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project provided that such reimbursement is made available to other users of the Public Rights of Way, and provided further that the funding is eligible for such relocation reimbursement, or in the alternative, Franchisee and LFA may negotiate alternative reimbursement options, which may include the LFA's assumption of unreimbursed right of way construction costs.

4.12 *Use of Area within the Right-of-Way.* Franchisee recognizes the need for the LFA to maintain adequate space for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the LFA and other public utility providers. Thus, the LFA reserves the right to maintain adequate space, or clear zones, within the public right-of-way for installation and maintenance of said utilities. The required space between utilities and/or the required space for future LFA-owned and other public utilities for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit in accordance with the LFA Engineering Design Standards Manual which identifies spacing requirements for all Franchise Utilities. If adequate space for the franchisee is unable to be achieved on a particular Right-of-Way segment, Franchisee 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 spacing between utilities as required by the LFA.

## **5. SYSTEM FACILITIES**

5.1 *System Characteristics:* The parties acknowledge that Franchisee's Cable System meets or exceeds the following requirements:

5.1.1 The System is designed as an active two-way plant for subscriber interaction, if any, required for selection or use of Cable Service.

5.1.2 The System has protection against outages due to power failures, so that back-up power is available at a minimum for at least twenty-four (24) hours

at each headend, and conforms to industry standards, and is in no event rated for less than four (4) hours, at each power supply site.

5.1.3 Interconnection. Franchisee shall not be required to Interconnect with any other cable system owned and operated by Franchisee or an affiliate of Franchisee, but will not restrict any other cable system from connecting to a LFA designated point of origin at which PEG programming can be received, if applicable and technically feasible without undue hardship on Franchisee. The other cable system shall bear the reasonable, actual cost of Interconnection.

5.2 *Emergency Alert System*: Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency messages may be distributed over the System.

## **6. TECHNOLOGICAL DEVELOPMENT REVIEW**

Within sixty (60) days of the fifth anniversary of the effective date of this Franchise, the LFA may, but is not required to, conduct a limited review of the Franchise. The purpose of this public review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in light of new developments in cable technology together with related developments in cable law and regulation, and community needs and interests, with consideration of all financial, technological, and operational impacts that may affect the Grantee. Both the LFA and Grantee agree to make a full and good faith effort to participate in the review.

If, after completion of the review, the LFA and Grantee agree that the public interest will be served by modifying certain franchise obligations and extending the term of the Franchise, the Franchising Authority, with the expressed agreement of the Grantee, shall modify the obligations and extend the term of the Franchise accordingly.

## **7. FRANCHISE FEES**

7.1 *Payment to LFA*: Franchisee shall pay to the LFA a Franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise fee remittances within 90 days following the close of the calendar year for which such payments were applicable.

7.1.1 Any franchise fee payment not received by LFA on or before the due date shall be subject to interest at the then-current rate set forth in RCW 19.52.020,

which as of the effective date of this Agreement is twelve percent (12%) per annum from the due date to the date that such payment is made.

*7.2 Supporting Information:* Each Franchise fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

*7.3 Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise fee payable hereunder shall be three (3) years from the date on which payment by Franchisee is due.

*7.4 Audit of Franchise Fee Payments:*

*7.4.1* LFA, or its designee, may conduct an audit in relation to payments made by Franchisee no more than once every three (3) years during the Term. The audit period shall not include the year in which the audit commenced. As a part of the audit process, LFA or LFA's designee may inspect Franchisee's books of accounts relative to LFA at any time during regular business hours and after thirty (30) calendar days prior written notice.

*7.4.2* All records deemed by LFA or LFA's designee to be reasonably necessary for such audit shall be made available by Franchisee in a mutually agreeable format and location. Franchisee agrees to give its full cooperation in any audit and shall provide responses to inquiries within thirty (30) calendar days of a written request. Franchisee may provide such responses within a reasonable time after the expiration of the response period above so long as Franchisee has made a good faith effort to procure any such tardy response.

*7.4.3* If the results of any audit indicate that Franchisee (i) paid the correct franchise fee, (ii) overpaid the franchise fee and is entitled to a refund or credit, or (iii) underpaid the franchise fee by four percent (4%) or less, then LFA shall pay the costs of the audit. If the results of the audit indicate Franchisee underpaid the franchise fee by more than four percent (4%), then Franchisee shall pay the reasonable, documented, third-party costs of the audit, which costs shall be limited to Five Thousand Dollars (\$5,000).

*7.4.4* If the results of the audit indicate an overpayment or underpayment of franchise fees, the parties agree that such overpayment or underpayment shall be returned or offset against future payments if applicable, to the proper party within sixty (60) days, unless the audit findings are in dispute; provided, however, that Franchisee shall be required to remit underpayments to LFA together with interest at the rate specified in Subsection 7.1.

*7.4.5* Any auditor employed by LFA shall not be compensated on

a success based formula, e.g., payment based on a percentage on underpayment, if any. Franchisee shall be provided a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to LFA.

*7.5 Bundled Services:* If Cable Services subject to the Franchise fee required under this Article 7 are provided to Subscribers in conjunction with Non-Cable Services, the Franchise fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with generally accepted accounting principles.

*7.6 Total Payment Obligation:* In addition to the franchise fee, or as an alternative to all or any part of the Franchise Fee, the City may impose a utility tax, business and occupation tax or other tax on the Grantee's Gross Revenues and there shall be no offset against Franchise Fees subject to applicable law. In such event, the City agrees that Grantee's total annual payment obligation to the City shall not exceed nine percent (9%) of Grantee's Gross Revenues during the initial Ten (10) year Term of this Agreement. After the initial Term of this agreement, the City may change the Total Payment Obligation requirement to any amount statutorily authorized with 180 days notice to Franchisee.

## **8. CUSTOMER SERVICE**

Customer Service Requirements are set forth in Exhibit B, which shall be binding unless amended by written consent of the parties.

## **9. REPORTS AND RECORDS**

*9.1 Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years from the date such books and records were created. Notwithstanding anything to the contrary set forth herein, and subject to the LFA's compliance at all times with the public records laws of the State of Washington, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. The LFA shall treat any information disclosed by Franchisee as confidential and only to disclose it to employees, representatives, and agents thereof that

have a need to know, or in order to enforce the provisions hereof or in compliance with the public records laws of the State of Washington. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

9.2 *Records Required:* Franchisee shall at all times maintain:

9.2.1. Records of all written complaints sent by LFA for a period of ninety (90) days after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, except for selection of programming and related matters, including complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

9.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.2.3. Records of service calls for repair and maintenance for a period of ninety (90) days after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

9.2.4. Records of installation/reconnection and requests for service extension for a period of ninety (90) days after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

## **10. INSURANCE AND INDEMNIFICATION**

### ***10.1 Insurance:***

10.1.1 Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:

10.1.1.1 Commercial General Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA.

10.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

10.1.1.3 Workers' Compensation Insurance meeting all legal

requirements of the State of Washington.

10.1.1.4 Employers' Liability Insurance in the following amounts:

10.1.1.4.1 Bodily Injury by Accident: \$100,000;  
and

10.1.1.4.2 Bodily Injury by Disease: \$100,000  
employee limit; and

10.1.1.4.3 Bodily Injury by Disease: \$1,000,000  
policy limit.

10.1.2 The LFA shall be designated as an additional insured under each of the insurance policies required in this Article 10 except Worker's Compensation and Employer's Liability Insurance.

10.1.3 Franchisee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement.

10.1.4 Each of the required insurance policies shall be with sureties qualified to do business in the State of Washington, with an A.M. Best Financial Strength rating of A- or better.

10.1.5 Maintain current level of required coverage, and within sixty (60) days of the effective date of this Franchise, Franchisee shall deliver to LFA Certificates of Insurance showing evidence of the required coverage.

## 10.2 *Indemnification:*

10.2.1 Franchisee agrees to indemnify, save and hold harmless, and defend the LFA, its officers, agents, boards and employees, from and against any liability for damages or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by Franchisee's negligent construction, operation, or maintenance of its Cable System, provided that the LFA shall give Franchisee written notice of its obligation to indemnify the LFA within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA, for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with EAS, or the distribution of any Cable Service over the Cable System.

10.2.2 With respect to Franchisee's indemnity obligations set forth in Subsection 10.2.1, Franchisee shall provide the defense of any claims brought

against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

10.2.3 LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

10.2.4 The LFA shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the LFA for which the LFA is legally responsible, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence, on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

## **11. TRANSFER OF FRANCHISE**

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.32 above.

## **12. RENEWAL OF FRANCHISE**

12.1 The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12.2 In addition to the procedures set forth in said Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. The LFA further

agrees that such assessments shall be provided to Franchisee promptly so that Franchisee has adequate time to submit a proposal under 47 U.S.C 546 and complete renewal of the Franchise prior to expiration of its term.

12.3 Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

12.4 Franchisee and the LFA consider the terms set forth in this Article 12 to be consistent with the express provisions of 47 U.S.C. 546.

### **13. ENFORCEMENT AND TERMINATION OF FRANCHISE**

13.1 *Liquidated Damages.* The LFA and Franchisee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the LFA as a result of Franchisee's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the LFA and Franchisee agree that Franchisee shall pay to the LFA, the sum set forth below for each day or part thereof that Franchisee 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 LFA would suffer in the event of Franchisee's breach of such provisions of this Franchise.

13.1.1 Subject to the provisions below of written notice to Franchisee, a thirty (30) day right to cure period, the LFA may assess against Franchisee liquidated damages at a minimum of two-hundred fifty dollars (\$250.00) per day and a maximum of five hundred dollars (\$500) per day for any material breach of the Franchise, not to exceed a period of 120-days. In the case of breaches of requirements measured on a monthly, quarterly or longer period (such as customer service standards), Grantee's cure period shall be no less than one such period. Liquidated damages, once they have been paid, shall be the exclusive and sole remedy of the LFA.

13.1.2 The LFA shall provide Franchisee a reasonable extension of the thirty (30) day right to cure period described in Section 13.4 of this Franchise if Franchisee, in the sole discretion of the LFA taking into account the materiality of the breach, 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.

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

13.1.4 In the event Franchisee fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date the LFA notifies Franchisee that there has been a violation. All similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

13.2 The recovery of amounts under Section 13.1.1 of this Franchise shall not be construed to limit the liability of Franchisee under the Franchise, any bond, or an excuse for unfaithful performance of any obligation of Franchisee. Similarly, the parties agree imposition of liquidated damages are not intended to be punitive, but rather, for LFA cost recovery purposes.

13.3 *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

13.4 *Franchisee's Right to Cure or Respond:* Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which cure is projected to be completed. Upon cure of any noncompliance, LFA shall provide written confirmation that such cure has been effected.

13.5 *Public Hearing.* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance in the event that: (1) Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (2) in the event that Franchisee has not remedied the alleged noncompliance within thirty (30) days or the date projected pursuant to Section 13.1 above. The LFA shall provide Franchisee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

13.6 *Enforcement:* Subject to applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 13.5, determines that Franchisee is in default of any material provision of this Franchise, the LFA may:

13.6.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

13.6.2 Commence an action at law for monetary damages or seek other equitable relief;

13.6.3 or In the case of a substantial material default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 13.7

13.7 *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 13.3., the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

13.7.1 At the designated hearing, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

13.7.2 Following the public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter the LFA shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to affect any cure. If the LFA determines that the Franchise shall be revoked, the LFA shall promptly provide Franchisee with a written decision setting forth its reasoning. Franchisee may appeal such determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate.

13.7.3 The LFA may, at its sole discretion, take any lawful action which it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

#### **14. MISCELLANEOUS PROVISIONS**

14.1 *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.3 *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

14.4 *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

14.4.1 Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to enforcement proceedings including revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee which outweigh the benefit to be derived by the LFA and/or Subscribers.

14.5 *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. General updates may be communicated electronically as appropriate and agreed to by both parties. Each party may change its designee by providing written notice to the other party.

Notices to Franchisee shall be mailed to: Comcast Cable

Attention: Government Affairs  
11308 SW 68<sup>th</sup> Parkway  
Beaverton, OR 97223

Notices to the LFA shall be mailed to:

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

14.6 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA, and it supersedes all prior or

contemporaneous agreements, representations or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

14.7 *Amendments:* Amendments to this Franchise shall be mutually agreed to in writing by the parties.

14.8 *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.9 *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof; such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

14.10 *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.11 *Modification:* This Franchise shall not be modified except by written instrument executed by both parties.

14.12 *Independent Review:* Agreement. LFA and Franchisee each acknowledge that they have had the opportunity to receive legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

#### 14.13 *Competitive Equity*

14.13.1 The Grantee acknowledges and agrees that the LFA reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Service Area; provided, the LFA agrees that, within ninety (90) days of the Grantee's request, it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, or provide relief from existing material terms or conditions, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees; insurance; System build-out requirements; security instruments; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are

materially equivalent. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

14.13.2 Notwithstanding any provision to the contrary, at any time that a non-wireless facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of Video Programming within the Franchise Area without a franchise or other similar lawful authorization granted by the LFA, then Grantee may seek modification as per Sub-section 14.14.1 above, or in the event the parties are not able to reach agreement to modify the Franchise as per Sub-section 14.14.1 above, then the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date six (6) months from the first day of the month following the date of Grantee's notice.

**EXHIBITS**

**Exhibit A: Cable Service to Public Buildings**

**Exhibit B: Customer Service Standards**

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**EXHIBIT A****MUNICIPAL BUILDINGS IN CAMAS, WA, CURRENTLY PROVIDED GRATIS BASIC CABLE SERVICE BY COMCAST**

CAMAS CITY HALL	616 NE 4TH AVE
CAMAS ANNEX BUILDING	528 NE 4TH AVE
CAMAS FIRE DEPT 42	4321 NW PARKER ST
CAMAS FIRE DEPT 41	323 NE FRANKLIN ST
CAMAS LIBRARY	625 NE 4TH AVE
CAMAS POLICE DEPARTMENT	2100 NE 3RD AVE
CAMAS OPERATIONS CENTER	1620 SE 8TH AVE
CAMAS LACAMAS LAKE LODGE	227 NE LAKE ROAD
PRUNE HILL ELEMENTARY (CAMAS SD)	1601 NW TIDLAND ST
DOROTHY FOX ELEMENTARY (CAMAS SD)	2623 NW SIERRA ST
JD ZELLERBACH ADMIN (CAMAS SD)	841 NE 22 <sup>ND</sup> AVE
LIFE SKILLS CENTER (CAMAS SD)	612 NE 2ND AVE
LACAMAS LAKE ELEMENTARY (CAMAS SD)	4600 NE GARFIELD ST
HELEN BALLER ELEMENTARY (CAMAS SD)	1950 NE GARFIELD ST
HAYES FREEDOM HIGH SCHOOL (CAMAS SD)	1612 NE GARFIELD ST
CAMAS HIGH SCHOOL (CAMAS SD)	26900 SE 15TH ST
GRASS VALLEY ELEMENTARY (CAMAS SD)	3000 NW GRASS VALLEY DR
WOODBURN ELEMENTARY (CAMAS SD)	2400 NE WOODBURN DR
SKYRIDGE MIDDLE SCHOOL (CAMAS SD)	5220 NW PARKER ST
ODYSSEY MIDDLE SCHOOL (CAMAS SD)	5001 NW NAN HENRIKSEN WAY
LIBERTY MIDDLE SCHOOL (CAMAS SD)	1612 NE GARFIELD ST
DISCOVERY HIGH SCHOOL (CAMAS SD)	5125 NW NAN HENRIKSEN WAY

**EXHIBIT B****CUSTOMER SERVICE STANDARDS**

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise area.

**SECTION 1: DEFINITIONS**

A. Respond: Franchisee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

C. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. Standard Installation: Installations where the subscriber is within one hundred twenty five (125) feet of trunk or feeder lines.

**SECTION 2: TELEPHONE AVAILABILITY**

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty-five (45) hours per week. Franchisee representatives shall identify themselves by name when answering this number.

B. Franchisee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first-tier menu of English options. After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

C. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

D. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

E. At the Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the LFA of such a change at least thirty (30) days in advance of any implementation.

### **SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS**

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after an order has been placed.

The Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after the order is placed.

At the Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the LFA of such a change at least thirty (30) days in advance of any implementation.

C. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

### **SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES**

A. The Franchisee shall notify the LFA in the manner identified in Section 14 of the Agreement of any Significant Outage of the Cable Service.

B. The Franchisee shall exercise commercially reasonable efforts to limit any

Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the LFA and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage. Notwithstanding the forgoing, Franchisee may perform modifications, repairs and upgrades to the Cable System between 12.01 a.m. and 6 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual subscriber notice.

C. Franchisee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruptions or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving subscriber calls respecting Service Interruptions in the Service Area.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the LFA of a Cable Service problem.

E. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption or circumstances that prevent Franchisee from correcting the Service Interruption within the seventy-two (72) hour period.

F. The Franchisee shall meet the standard in Subsection E. of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

At the Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the LFA of such a change at least thirty (30) days in advance of any implementation.

G. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

H. Under Normal Operating Conditions, if a Significant Outage affects all Video

Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue a credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

## **SECTION 5: CUSTOMER COMPLAINTS**

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the LFA within five (5) business days. The Franchisee shall notify the LFA of those matters that necessitate an excess of five (5) business days to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The LFA may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Franchisee shall perform those actions, which, in the normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation.

## **SECTION 6: BILLING**

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items, franchise fees, taxes and/or other governmentally imposed fees. The Franchisee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Franchisee shall be given at least twenty (20) days, or as otherwise provided by Franchisee, from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

- (1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date; and

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

(4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

E. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

G. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the LFA upon request.

H. The Franchisee may provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Franchisee may, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Franchisee, the payment alternative may be limited.

## **SECTION 7: DEPOSITS, REFUNDS AND CREDITS**

A. The Franchisee may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuse to provide credit history information to the Franchisee, 3) who rent Subscriber equipment from the Franchisee, or 3) as otherwise reasonably determined by Franchisee, so long as such deposits are applied on a non-discriminatory basis. The deposit the Franchisee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit the Franchisee may charge for Subscriber equipment is the cost of the equipment which the Franchisee would need to purchase to replace the equipment rented to the Subscriber.

B. The Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. The Franchisee shall pay interest on other deposits if required by law.

C. Under Normal Operating Conditions, refund checks or credits will be issued

within the next available billing cycle following the resolution of the event giving rise to the refund or credit, (e.g. equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment in full is received by the Franchisee or its' authorized agent. Appropriate time considerations shall be included in the Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

### **SECTION 8: RATES, FEES AND CHARGES**

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Franchisee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Franchisee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment (for example, a dog chew).

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

### **SECTION 9: DISCONNECTION /DENIAL OF SERVICE**

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty- four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow the Franchisee to validate the identity, credit history and credit worthiness via an external credit agency.

## **SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS**

A. All Franchisee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Franchisee shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable effort to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. The Franchisee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Franchisee may be referred to the LFA.

D. All notices identified in this Section shall be by either:

- (1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or
- (2) A separate electronic notification.

E. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be provided to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the LFA including how and when the notice was or will be given to Subscribers.

F. The Franchisee shall provide information to all Subscribers about the following items, if applicable, at the time of installation of Cable Services, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:

- (1) Products and Cable Service offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Franchisee related to Cable Service;
- (3) Installation and maintenance policies including, when applicable,

information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address and telephone number of the LFA, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Franchisee practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of the Franchisee's office to which complaints may be reported.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable and possible.

H. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

I. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all services billed;
- (3) The date by which payment is required in order to avoid termination of Cable Service; and
- (4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.



## Staff Report

January 16, 2024 Council Workshop Meeting

Rose Property Demolition Contract

Presenter: Will Noonan, Public Works Operations Manager

Time Estimate: 10 minutes

Phone	Email
360.817.7983	wnoonan@cityofcamas.us

**BACKGROUND:** The City of Camas purchased the approximately 55-acre Rose property in 2020. Staff had multiple conversations with Council to review several options for utilizing the existing house that was lived in by the Rose family prior to purchase by the City. The house would need significant upgrades and remodeling to be put into condition as a rental or as some sort of office use for City staff. It has been determined the best step forward is to demolish the house.

The City entered into an interlocal agreement with the City of Vancouver in 2023 to use their ("piggyback") Job Order Contracting (JOC) agreements. The JOC is an alternative public works project delivery model authorized for use by public agencies under an RCW. This method of procurement was introduced to Council in early 2023 and generally entails working directly with the job order contractor to develop the scope of work and develop a cost based on set prices in commonly used cost estimating manuals.

**SUMMARY:** The proposed contract to demolish the existing Rose Property house is with SDB Contracting Services. The scope of work includes demolition of the house and haul off of all material, including the concrete basement. SDB will also perform a full asbestos abatement per a City provided investigation report. The hole left behind from the basement demolition will be backfilled with dirt and a final layer of topsoil. Work includes cutting and capping of the water line to the well and cutting and capping of sewer line to the septic tank. See the attachment for the complete scope of work. The estimated cost to complete this work as shown in the attachment is \$155,912.

**BENEFITS TO THE COMMUNITY:** This will clear the property of the current house. Staff currently goes by this house weekly to check for damage and to make sure it has not been broken into.

**POTENTIAL CHALLENGES:** Staff have verified there is asbestos in the house so the contractor will prepare for a containment area, along with developing handling and disposal protocol.

**BUDGET IMPACT:** As discussed above the cost estimate to complete this work with sales tax is \$155,912. This amount is reasonable based on the scope of work and prior estimates

completed by staff. The funding for this project, which has been held aside from the 2019 General Obligation Bond, is allocated in the 2023-2024 adopted budget.

**RECOMMENDATION:** Staff recommends this item be placed on the February 5, 2024 Council Regular Meeting Agenda for Council's consideration.

Costs based on RSMeans data

COST ESTIM

**Estimate Name:** Camas Rose Property Demo**ESTIMATE INFORMATION**

**Client Name:** City of Camas  
**Estimate Address:** 215 SE Leadbetter Rd, Camas, Washington, 98607

**Type:** Unit  
**Measurement System:** US Standard

**Notes:****COST DATA****Estimate Summary:**

	RS Means	Coefficient	Subtotal	Total with 8.5% Sales Tax
Base Total	\$ 113,148	\$ 30,550	\$ 143,698	\$ 155,912.33

**Catalog:** Facilities and Commercial Renovation  
**Format:** MasterFormat 2018  
**Release:** Year 2023 Quarter 4  
**Labor Type:** Repair & Remodeling  
**City Cost Index:** WASHINGTON / VANCOUVER (986)

**Scope of Work:**

Building demo including concrete basement and foundation, as well as asbestos abatement per report provided.

Hole left behind from basement demo will be backfilled with dirt and a layer of top soil.

Work includes cut/cap of water line at meter and cut/cap of sewer line at man hole.

All work includes permitting as needed.

City to provide disconnect of electrical service at meter.

City to provide TCLP analysis for lead paint.

**ESTIMATE**

Quantity	LineNumber	Line Source	SubContracted Ind.	Description	Crew	Daily Output	Labor Hours	Unit	Material	Labor	Equipment	Total	Ext. Mat.	Ext. Labor	Ext. Equip.
1.00	015433200340			Rent excavator diesel hydraulic crawler mounted 7 CY capacity, Incl. Hourly Oper. Cost.		0	0	Week	\$ -	\$ -	\$ 20,673.85	\$ 20,673.85	\$ -	\$ -	\$ 20,673.85
1.00	015433200349			Rent excavator attachment, hydraulic hammer, 12,000 ft lbs, Incl. Hourly Oper. Cost.		0	0	Week	\$ -	\$ -	\$ 5,715.25	\$ 5,715.25	\$ -	\$ -	\$ 5,715.25
1.00	015433203150			Rent, towed type vibratory compactor, sheepsfoot, 50 H.P., Incl. Hourly Oper. Cost.		0	0	Week	\$ -	\$ -	\$ 2,186.10	\$ 2,186.10	\$ -	\$ -	\$ 2,186.10
1.00	015433205550			Rent truck off highway rear dump 25 ton capacity, Incl. Hourly Oper. Cost.		0	0	Week	\$ -	\$ -	\$ 7,230.60	\$ 7,230.60	\$ -	\$ -	\$ 7,230.60
2.00	015436501400			Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	B34U	2	8	Ea.	\$ -	\$ 469.20	\$ 240.84	\$ 710.04	\$ -	\$ 938.40	\$ 481.68
1.00	024116131200			Building demolition, two family two story wood frame house, 2400 S.F., includes 20 mile haul, excludes salvage, foundation demolition or dump fees	B3	0.67	71.964	Ea.	\$ -	\$ 3,328.80	\$ 4,177.75	\$ 7,506.55	\$ -	\$ 3,328.80	\$ 4,177.75
56.00	024116174300			Building demolition, footings and foundation removal, with expansion grout, no hauling	B9	5.68	7.042	C.Y.	\$ -	\$ 293.46	\$ 54.07	\$ 347.53	\$ -	\$ 16,433.76	\$ 3,027.92
217.00	024119200100	E		Selective demolition, dump charges, typical urban city, building construction materials, includes tipping fees only		0	0	Ton	\$ 74.00	\$ -	\$ -	\$ 74.00	\$ 16,058.00	\$ -	\$ -
1.00	028213390200	E		Asbestos remediation, plans and methods, asbestos abatement remediation plan		0	0	Ea.	\$ -	\$ -	\$ -	\$ 1,378.35	\$ -	\$ -	\$ -
650.00	028213420100			Preparation of asbestos containment area, pre-cleaning, HEPA vacuum and wet wipe, flat surfaces	A9	12000	0.005	S.F.	\$ 0.02	\$ 0.36	\$ -	\$ 0.38	\$ 13.00	\$ 234.00	\$ -
650.00	028213420300			Preparation of asbestos containment area, separation barrier, 2' x 4' @ 16", 1/2" plywood each side, 8' high	2 Carp	400	0.04	S.F.	\$ 5.09	\$ 2.39	\$ -	\$ 7.48	\$ 3,308.50	\$ 1,553.50	\$ -
650.00	028213420400			Preparation of asbestos containment area, personnel decontamination chamber, 2' x 4' @ 16", 3/4" plywood each side	2 Carp	280	0.057	S.F.	\$ 6.07	\$ 3.42	\$ -	\$ 9.49	\$ 3,945.50	\$ 2,223.00	\$ -
1.00	028213420900			Preparation of asbestos containment area, set up negative air machine, 1-2k CFM/25 MCF volume	1 Asbe	4.3	1.86	Ea.	\$ -	\$ 123.42	\$ -	\$ 123.42	\$ -	\$ 123.42	\$ -
650.00	028213435000			Bulk asbestos removal, remove VAT and mastic from floor by hand, includes disposable tools & 2 suits & 1 respirator filter/day/worker	A9	2400	0.027	S.F.	\$ 0.12	\$ 1.77	\$ -	\$ 1.89	\$ 78.00	\$ 1,150.50	\$ -
650.00	028213438300			Bulk asbestos removal, asbestos millboard, flat board and VAT contaminated plywood, includes disposable tools & 2 suits & 1 respirator filter/day/worker	2 Asbe	1000	0.016	S.F.	\$ 0.10	\$ 1.06	\$ -	\$ 1.16	\$ 65.00	\$ 689.00	\$ -

1.00	028213451110			OSHA testing, cleaned area samples, PCM air sample analysis, NIOSH 7400, maximum	1 Asbe	4	2 Ea.	\$ 28.08	\$ 133.62	\$ -	\$ 161.70	\$ 28.08	\$ 133.62	\$ -
1.00	028213451210	E		OSHA testing, cleaned area samples, TEM air sample analysis, NIOSH 7402, maximum		0	0 Ea.	\$ -	\$ -	\$ -	\$ 367.56	\$ -	\$ -	\$ -
650.00	028213460250			Decontamination of asbestos containment area, spray exposed substrate with surfactant (bridging), irregular surfaces	A9	4000	0.016 S.F.	\$ 0.51	\$ 1.06	\$ -	\$ 1.57	\$ 331.50	\$ 689.00	\$ -
650.00	028213461100			Decontamination of asbestos containment area, roll down polyethylene sheeting	A9	8000	0.008 S.F.	\$ -	\$ 0.53	\$ -	\$ 0.53	\$ -	\$ 344.50	\$ -
650.00	028213462600			Decontamination of asbestos containment area, fine clean exposed substrate, vacuum surfaces, fine brush	A9	6400	0.01 S.F.	\$ -	\$ 0.66	\$ -	\$ 0.66	\$ -	\$ 429.00	\$ -
1.00	028213464000			Decontamination of asbestos containment area, remove custom decontamination facility	A10A	8	3 Ea.	\$ 18.94	\$ 199.92	\$ -	\$ 218.86	\$ 18.94	\$ 199.92	\$ -
24.00	028213475020	E		Asbestos waste packaging, handling & disposal, disposal charges, excl. haul, max		0	0 C.Y.	\$ -	\$ -	\$ -	\$ 362.46	\$ -	\$ -	\$ -
4.00	220505109000			Plumbing, selective demolition, minimum labor/equipment charge	1 Plum	2	4 Job	\$ -	\$ 311.04	\$ -	\$ 311.04	\$ -	\$ 1,244.16	\$ -
4.00	220576109000			Cleanout, minimum labor/equipment charge	1 Plum	3	2.667 Job	\$ -	\$ 207.36	\$ -	\$ 207.36	\$ -	\$ 829.44	\$ -
283.00	312323131300			Backfill, bulk, up to 300' haul, dozer backfilling, excludes compaction	B10B	1200	0.01 L.C.Y.	\$ -	\$ 0.50	\$ 1.13	\$ 1.63	\$ -	\$ 141.50	\$ 319.79
283.00	312323131400			Backfill, bulk, air tamped compaction, add	B11B	80	0.2 B.C.Y.	\$ -	\$ 9.31	\$ 6.09	\$ 15.40	\$ -	\$ 2,634.73	\$ 1,723.47

<b>Grand Total</b>														
								\$ 47,614.86	\$ 23,846.52	\$ 33,320.25	\$ 45,536.41			

MATE REPORT  
DATE: 12/14/2023

Ext. Total
\$ 20,673.85
\$ 5,715.25
\$ 2,186.10
\$ 7,230.60
\$ 1,420.08
\$ 7,506.55
\$ 19,461.68
\$ 16,058.00
\$ 1,378.35
\$ 247.00
\$ 4,862.00
\$ 6,168.50
\$ 123.42
\$ 1,228.50
\$ 754.00

\$	161.70
\$	367.56
\$	1,020.50
\$	344.50
\$	429.00
\$	218.86
\$	8,699.04
\$	1,244.16
\$	829.44
\$	461.29
\$	4,358.20
\$	113,148.13



## Staff Report

January 16, 2024 Council Workshop Meeting

Leadbetter House Improvements Contract

Presenter: Will Noonan, Public Works Operations Manager

Time Estimate: 10 minutes

Phone	Email
360.817.7983	wnoonan@cityofcamas.us

**BACKGROUND:** The City of Camas purchased the Leadbetter Property in 2019, which includes what's commonly referred to as the Leadbetter House. The house is the only City property listed on the Historic Registry and needs repairs. The house has been inspected by professionals and internal staff and there are more urgent, or priorities that need to be addressed.

The City entered into an interlocal agreement with the City of Vancouver in 2023 to use their ("piggyback") Job Order Contracting (JOC) agreements. The JOC is an alternative public works project delivery model authorized for use by public agencies under an RCW. This method of procurement was introduced to Council in early 2023 and generally entails working directly with the job order contractor to develop the scope of work and develop a cost based on set prices in commonly used cost estimating manuals.

**SUMMARY:** The proposed contract to make repairs to the Leadbetter House is with Halbert Construction Services. Halbert has provided a scope to provide labor and materials to mitigate the current condition of the turret, replace the 5 failing porch columns and replace the rotten decking supports and boards along the front deck of the home, along with other miscellaneous improvements. Additionally, Halbert will take the proposed improvements to the Historic Preservation Committee for approval. Halbert was selected for this project over the City's other JOC contractor based partially on their past work on historical homes in Clark County and knowledge of the approval process with the preservation committee.

See the attachments for a complete scope of work. The estimated cost to complete this work as shown in the attached contract is \$211,377, exclusive of sales tax.

**BENEFITS TO THE COMMUNITY:** These improvements should make the exterior and structural components of this house in a condition to last many years into the future while maintaining the historical value and aesthetic charm this unique property has for the City.

**POTENTIAL CHALLENGES:** We are addressing the major exterior and structural components we know are failing or at risk of failure. We are not certain of the condition of any hidden structural damage. Either way, there will likely be additional repairs required to "stabilize" the house long enough for the City to determine the long-term future use.

**BUDGET IMPACT:** The cost estimate to complete this work is \$229,344 with sales tax. The funding for this project, which has been held aside from the 2019 General Obligation Bond, is allocated in the 2023-2024 adopted budget.

**RECOMMENDATION:** Staff recommends this item be placed on the February 5, 2024 Council Regular Meeting Agenda for Council's consideration.

**Costs based on RSMeans data****Estimate Name:** Camas JOC Leadbetter House**ESTIMATE INFORMATION****Client Name:****Estimate Address:****COST DATA****Estimate Summary:**

	Material	Labor	Equipment
Base Total	\$ 33,029.66	\$ 51,564.52	\$ 89,022.06
Total O&P	\$ 7,183.95	\$ 11,215.28	\$ 19,362.30

*\*"Total" column values include the cost of Exception lines that may not be included in the Material, La*

**LEGEND**

**Line Source:** U - User defined line item  
 A - Adjustment/Modifier  
 E - Exception lines

**ESTIMATE**

Quantity	LineNumber	Line Source	SubContracted Ind.
300.00	015626500020		
100.00	015423700090		
1.00	015423700090	A	
4.00	015436501300		
40.00	015409500040		

1200.00	028319220560		
800.00	028319222500		
25.00	015409500400		
2.00	017413200052		
12.00	024119190840	E	
1.00	024119190164		
30.00	024119192185		
3.00	060505103200		
1500.00	024210202030		
1.00	024210202030	A	
1.00	024210202030	A	
50.00	088110100600		
1.00	088110100600	A	
3.00	073129132005		
1.00	073129132005	A	
300.00	070505105520		

1.00	070505105520	A	
200.00	074623104700		
1.00	074623104700	A	
1200.00	072510100470		
2.00	015436501200		
2.00	015436501400		
500.00	019313070110		
20.00	064439202500		
1.00	064439202500	A	
200.00	062213408050		
1.00	062213408050	A	
200.00	077143100020		
100.00	060523103800		
300.00	099113700140		
1.00	099113700140	A	
2.00	015436501200		
150.00	099113800220		

1.00	099113800220	A	
1.00	099113800220	A	
150.00	099113800230		
1.00	099113800230	A	
1.00	099113800230	A	
800.00	099113800120		
1.00	099113800120	A	
1.00	099113800120	A	
50.00	015433402045		
80.00	015433400070		
88.00	061323100262		
1500.00	061110281450		
1.00	061110281450	A	
1.00	061110281450	A	
1200.00	028319220105		
3000.00	028319230290		

1500.00	099113604600		
1.00	099113604600	A	
1500.00	099113604600		
1.00	099113604600	A	
10.00	099113700440		
1.00	099113700440	A	
10.00	099113700430		
1.00	099113700430	A	
800.00	099113800120		
25.00	099710100800		
15.00	099710100400		
5.00	099710105400		
4.00	099710100600		
4.00	013113200280	E	
60.00	015433406410		

**Grand Total**

**Type:** Unit  
**Measurement System:** US Standard

**Notes:**

**Catalog:**  
**Format:**  
**Release:**  
**Labor Type:**  
**City Cost Index:**

Total*	
\$	173,616.24
\$	211,377.77

*Labor and Equipment totals.*

Description	Crew	Daily Output	Labor Hours	Unit	Material
Temporary fencing, chain link, 5' high, 11 ga	2 Clab	400	0.04	L.F.	\$ 2.25
Scaffolding, steel tubular, regular, labor only to erect & dismantle, building exterior, wall face, 6'-4" x 5' frames, 1 to 5 stories, excludes planks	3 Carp	8	3	C.S.F.	\$ -
Cost adjustment factors, dust protection, add to construction costs for particular job requirements, maximum		0	0	Costs	\$ -
Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	A3Q	2.67	3	Ea.	\$ -
Respirator cartridges, dust or asbestos, 2 req'd per mask		0	0	Ea.	\$ 5.21

Preparation of lead containment area, cover surfaces w/polyethylene sheeting, walls, each layer, 6 mil	3 Skwk	6000	0.004	S.F.	\$ 0.07
Preparation of lead containment area, post abatement cleaning, HEPA vacuum & wet wipe	3 Skwk	5000	0.005	S.F.	\$ 0.02
Gloves, nitrile/PVC		0	0	Pair	\$ 127.63
Cleaning up, cleanup of floor area, continuous, per day, during construction	A5	16	1.125	M.S.F.	\$ 4.66
Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost		0	0	Week	\$ 775.00
Selective demolition, rubbish handling, dust control device for dumpsters, cost to be added to demolition cost	1 Clab	8	1	Ea.	\$ 173.14
Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, including 6-10 riser stairs, cost to be added to demolition cost	2 Clab	21	0.762	C.Y.	\$ -
Selective demolition, wood framing, columns, round, 8' to 14' tall	1 Clab	40	0.2	Ea.	\$ -
Deconstruction of wood components, porch framing, up to 2 stories, excludes handling, packaging or disposal costs	2 Clab	445	0.036	L.F.	\$ -
Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum		0	0	Costs	\$ -
Cost adjustment factors, dust protection, add to construction costs for particular job requirements, maximum		0	0	Costs	\$ -
Float glass, clear, plain, 1/4" thick	2 Glaz	120	0.133	S.F.	\$ 11.78
Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum		0	0	Costs	\$ 0.59
Wood shingles, white cedar, 3/4" thick x 16" long, 5" exposure on roof, pneumatic nailed	1 Carp	3.12	2.564	Sq.	\$ 158.41
Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum		0	0	Costs	\$ 7.92
Selective demolition, thermal and moisture protection, siding, wood shingles	1 Clab	350	0.023	S.F.	\$ -

Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum		0	0	Costs	\$ -
Wood siding, boards, redwood, clear, beveled, vertical grain, 1/2" x 4"	1 Carp	220	0.036	S.F.	\$ 5.88
Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum		0	0	Costs	\$ 0.29
Weather barriers, building paper, housewrap, exterior, spun bonded polypropylene, small roll	1 Carp	3800	0.002	S.F.	\$ 0.14
Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	A3A	4	2	Ea.	\$ -
Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	B34U	2	8	Ea.	\$ -
Moisture-thermal control facilities maintenance, caulking around exterior doors and windows, silicone	1 Carp	400	0.02	L.F.	\$ 0.29
Columns, hemlock, tapered, T&G, 20" diameter x 14' high	2 Carp	40	0.4	V.L.F.	\$ 224.32
Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum		0	0	Costs	\$ 11.22
Exterior trim and moldings, crown molding, pine, 11/16" x 4-1/4"	1 Carp	250	0.032	L.F.	\$ 4.27
Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum		0	0	Costs	\$ 0.21
Aluminum drip edge, mill finish, .016" thick, 5" wide	1 Carp	400	0.02	L.F.	\$ 0.78
Nails, prices on material only, siding, plain shank, aluminum, based on 50 lb box purchase		0	0	Lb.	\$ 10.55
Paints & coatings, exterior door frames & trim only, brushwork, primer + 2 coats, exterior latex	1 Pord	265	0.03	L.F.	\$ 0.43
Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum		0	0	Costs	\$ 0.02
Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	A3A	4	2	Ea.	\$ -
Paints & coatings, trim, exterior, gutters, metal, zinc chromate paint, first coat, brushwork, 5"	1 Pord	640	0.013	L.F.	\$ 0.86

Paints & coatings, siding, exterior, for work over 12' h, from pipe scaffolding, add		0	0	S.F.	\$ -
Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum		0	0	Costs	\$ 0.04
Paints & coatings, trim, exterior, gutters, metal, zinc chromate paint, second coat, brushwork, 5"	1 Pord	960	0.008	L.F.	\$ 0.82
Paints & coatings, siding, exterior, for work over 12' h, from pipe scaffolding, add		0	0	S.F.	\$ -
Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum		0	0	Costs	\$ 0.04
Paints & coatings, trim, exterior, fascia, latex paint, 1 coat coverage, brushwork, 1" x 4"	1 Pord	640	0.013	L.F.	\$ 0.04
Paints & coatings, siding, exterior, for work over 12' h, from pipe scaffolding, add		0	0	S.F.	\$ -
Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum		0	0	Costs	\$ -
Rent forklift,pnm tire,all terr,tele boom, 5000 lb, 10' reach, 19' lift, Incl. Hourly Oper. Cost.		0	0	Day	\$ -
Rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.		0	0	Day	\$ -
Wood framing, heavy mill timber, beams, built from 4" lumber, multiple 4" x 8"	2 Carp	900	0.018	B.F.	\$ 2.18
Porch or deck framing, alternative decking, tongue & groove fir, 1" x 4"	2 Carp	450	0.036	L.F.	\$ 2.08
Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, minimum		0	0	Costs	\$ 0.04
Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum		0	0	Costs	\$ 0.10
Preparation of lead containment area, pre-cleaning, ceiling, 6'-11' high, HEPA vacuum & wet wipe	3 Skwk	4100	0.006	S.F.	\$ 0.11
Encapsulation of lead-based paint, water based polymer coating, exterior, spray, siding, 14 mil DFT	1 Pord	600	0.013	S.F.	\$ 0.75

Paints & coatings, siding, exterior, wood shingles, oil base, paint 1 coat, brushwork	2 Pord	1300	0.012	S.F.	\$ 0.20
Paints & coatings, siding, exterior, for work over 12' h, from pipe scaffolding, add		0	0	S.F.	\$ -
Paints & coatings, siding, exterior, wood shingles, oil base, paint 1 coat, brushwork	2 Pord	1300	0.012	S.F.	\$ 0.20
Paints & coatings, siding, exterior, for work over 12' h, from pipe scaffolding, add		0	0	S.F.	\$ -
Paints & coatings, exterior windows, per exterior side, 1-6 lite, brushwork, primer + 1 coat, exterior exterior latex, based on 15 SF	1 Pord	8	1	Ea.	\$ 4.38
Paints & coatings, siding, exterior, for work over 12' h, from pipe scaffolding, add		0	0	S.F.	\$ -
Paints & coatings, exterior windows, per exterior side, 1-6 lite, brushwork, finish coat, exterior latex, based on 15 SF	1 Pord	13	0.615	Ea.	\$ 2.13
Paints & coatings, siding, exterior, for work over 12' h, from pipe scaffolding, add		0	0	S.F.	\$ -
Paints & coatings, trim, exterior, fascia, latex paint, 1 coat coverage, brushwork, 1" x 4"	1 Pord	640	0.013	L.F.	\$ 0.04
Paints & coatings, exterior latex, flat, in 5 gallon lots		0	0	Gal.	\$ 65.58
Paints & coatings, exterior alkyd (oil base), primer, in 5 gallon lots		0	0	Gal.	\$ 41.39
Paints & coatings, interior, stain, solid color, in 5 gallon lots		0	0	Gal.	\$ 58.05
Paints & coatings, exterior latex, acrylic stain, in 5 gallon lots		0	0	Gal.	\$ 71.49
Field personnel, superintendent, maximum		0	0	Week	\$ -
Rent toilet portable chemical, Incl. Hourly Oper. Cost.		0	0	Day	\$ -

**COST ESTII**

Facilities and Commercial Renovation  
MasterFormat 2018  
Year 2023 Quarter 4  
Repair & Remodeling  
WASHINGTON / VANCOUVER (986)

Labor	Equipment	Total	Ext. Mat.	Ext. Labor	Ext. Equip.
\$ 1.93	\$ -	\$ 4.18	\$ 675.00	\$ 579.00	\$ -
\$ 179.52	\$ -	\$ 179.52	\$ -	\$ 17,952.00	\$ -
\$ 19.75	\$ -	\$ 19.75	\$ -	\$ 1,974.72	\$ -
\$ 182.58	\$ 99.28	\$ 281.86	\$ -	\$ 730.32	\$ 397.12
\$ -	\$ -	\$ 5.21	\$ 208.40	\$ -	\$ -

\$ 0.26	\$ -	\$ 0.33	\$ 84.00	\$ 312.00	\$ -
\$ 0.30	\$ -	\$ 0.32	\$ 16.00	\$ 240.00	\$ -
\$ -	\$ -	\$ 127.63	\$ 3,190.75	\$ -	\$ -
\$ 55.08	\$ 5.55	\$ 65.29	\$ 9.32	\$ 110.16	\$ 11.10
\$ -	\$ -	\$ 775.00	\$ 9,300.00	\$ -	\$ -
\$ 41.61	\$ -	\$ 214.75	\$ 173.14	\$ 41.61	\$ -
\$ 31.54	\$ -	\$ 31.54	\$ -	\$ 946.20	\$ -
\$ 8.85	\$ -	\$ 8.85	\$ -	\$ 26.55	\$ -
\$ 1.73	\$ -	\$ 1.73	\$ -	\$ 2,595.00	\$ -
\$ 0.12	\$ -	\$ 0.12	\$ -	\$ 181.65	\$ -
\$ 0.19	\$ -	\$ 0.19	\$ -	\$ 285.45	\$ -
\$ 8.78	\$ -	\$ 20.56	\$ 589.00	\$ 439.00	\$ -
\$ 0.79	\$ -	\$ 1.38	\$ 29.45	\$ 39.51	\$ -
\$ 159.90	\$ -	\$ 318.31	\$ 475.23	\$ 479.70	\$ -
\$ 14.39	\$ -	\$ 22.31	\$ 23.76	\$ 43.17	\$ -
\$ 1.15	\$ -	\$ 1.15	\$ -	\$ 345.00	\$ -

\$ 0.08	\$ -	\$ 0.08	\$ -	\$ 24.15	\$ -
\$ 2.40	\$ -	\$ 8.28	\$ 1,176.00	\$ 480.00	\$ -
\$ 0.22	\$ -	\$ 0.51	\$ 58.80	\$ 43.20	\$ -
\$ 0.13	\$ -	\$ 0.27	\$ 168.00	\$ 156.00	\$ -
\$ 121.38	\$ 47.18	\$ 168.56	\$ -	\$ 242.76	\$ 94.36
\$ 469.20	\$ 240.84	\$ 710.04	\$ -	\$ 938.40	\$ 481.68
\$ 1.19	\$ -	\$ 1.48	\$ 145.00	\$ 595.00	\$ -
\$ 22.02	\$ -	\$ 246.34	\$ 4,486.40	\$ 440.40	\$ -
\$ 1.98	\$ -	\$ 13.20	\$ 224.32	\$ 39.64	\$ -
\$ 1.76	\$ -	\$ 6.03	\$ 854.00	\$ 352.00	\$ -
\$ 0.16	\$ -	\$ 0.37	\$ 42.70	\$ 31.68	\$ -
\$ 1.25	\$ -	\$ 2.03	\$ 156.00	\$ 250.00	\$ -
\$ -	\$ -	\$ 10.55	\$ 1,055.00	\$ -	\$ -
\$ 1.20	\$ -	\$ 1.63	\$ 129.00	\$ 360.00	\$ -
\$ 0.11	\$ -	\$ 0.13	\$ 6.45	\$ 32.40	\$ -
\$ 121.38	\$ 47.18	\$ 168.56	\$ -	\$ 242.76	\$ 94.36
\$ 0.50	\$ -	\$ 1.36	\$ 129.00	\$ 75.00	\$ -

\$ 0.08	\$ -	\$ 0.08	\$ -	\$ 11.25	\$ -
\$ 0.05	\$ -	\$ 0.09	\$ 6.45	\$ 6.75	\$ -
\$ 0.33	\$ -	\$ 1.15	\$ 123.00	\$ 49.50	\$ -
\$ 0.05	\$ -	\$ 0.05	\$ -	\$ 7.43	\$ -
\$ 0.03	\$ -	\$ 0.07	\$ 6.15	\$ 4.46	\$ -
\$ 0.50	\$ -	\$ 0.54	\$ 32.00	\$ 400.00	\$ -
\$ 0.08	\$ -	\$ 0.08	\$ -	\$ 60.00	\$ -
\$ 0.05	\$ -	\$ 0.05	\$ 1.60	\$ 36.00	\$ -
\$ -	\$ 675.28	\$ 675.28	\$ -	\$ -	\$ 33,764.00
\$ -	\$ 657.76	\$ 657.76	\$ -	\$ -	\$ 52,620.80
\$ 0.97	\$ -	\$ 3.15	\$ 191.84	\$ 85.36	\$ -
\$ 1.95	\$ -	\$ 4.03	\$ 3,120.00	\$ 2,925.00	\$ -
\$ 0.04	\$ -	\$ 0.08	\$ 62.40	\$ 58.50	\$ -
\$ 0.18	\$ -	\$ 0.28	\$ 156.00	\$ 263.25	\$ -
\$ 0.37	\$ -	\$ 0.48	\$ 132.00	\$ 444.00	\$ -
\$ 0.67	\$ -	\$ 1.42	\$ 2,250.00	\$ 2,010.00	\$ -

\$ 0.49	\$ -	\$ 0.69	\$ 300.00	\$ 735.00	\$ -
\$ 0.07	\$ -	\$ 0.07	\$ -	\$ 110.25	\$ -
\$ 0.49	\$ -	\$ 0.69	\$ 300.00	\$ 735.00	\$ -
\$ 0.07	\$ -	\$ 0.07	\$ -	\$ 110.25	\$ -
\$ 39.55	\$ -	\$ 43.93	\$ 43.80	\$ 395.50	\$ -
\$ 5.93	\$ -	\$ 5.93	\$ -	\$ 59.33	\$ -
\$ 24.37	\$ -	\$ 26.50	\$ 21.30	\$ 243.70	\$ -
\$ 3.66	\$ -	\$ 3.66	\$ -	\$ 36.56	\$ -
\$ 0.50	\$ -	\$ 0.54	\$ 32.00	\$ 400.00	\$ -
\$ -	\$ -	\$ 65.58	\$ 1,639.50	\$ -	\$ -
\$ -	\$ -	\$ 41.39	\$ 620.85	\$ -	\$ -
\$ -	\$ -	\$ 58.05	\$ 290.25	\$ -	\$ -
\$ -	\$ -	\$ 71.49	\$ 285.96	\$ -	\$ -
\$ 2,650.00	\$ -	\$ 2,650.00	\$ -	\$ 10,600.00	\$ -
\$ -	\$ 25.72	\$ 25.72	\$ -	\$ -	\$ 1,543.20

**\$ 7,847.44 \$ 33,029.66 \$ 51,564.52 \$ 89,022.06**

**MATE REPORT**

DATE: 12/01/2023

Ext. Total	Mat. O&P	Labor O&P	Equip. O&P	Total O&P	Ext. Mat. O&P
\$ 1,254.00	\$ 2.47	\$ 3.06	\$ -	\$ 5.53	\$ 741.00
\$ 17,952.00	\$ -	\$ 284.58	\$ -	\$ 284.58	\$ -
\$ 1,974.72	\$ -	\$ 31.30	\$ -	\$ 31.30	\$ -
\$ 1,127.44	\$ -	\$ 284.58	\$ 109.11	\$ 393.69	\$ -
\$ 208.40	\$ 5.72	\$ -	\$ -	\$ 5.72	\$ 228.80

\$ 396.00	\$ 0.08	\$ 0.40	\$ -	\$ 0.48	\$ 96.00
\$ 256.00	\$ 0.02	\$ 0.48	\$ -	\$ 0.50	\$ 16.00
\$ 3,190.75	\$ 140.90	\$ -	\$ -	\$ 140.90	\$ 3,522.50
\$ 130.58	\$ 5.11	\$ 87.21	\$ 6.09	\$ 98.41	\$ 10.22
\$ 9,300.00	\$ 850.00	\$ -	\$ -	\$ 850.00	\$ 10,200.00
\$ 214.75	\$ 190.87	\$ 65.70	\$ -	\$ 256.57	\$ 190.87
\$ 946.20	\$ -	\$ 49.93	\$ -	\$ 49.93	\$ -
\$ 26.55	\$ -	\$ 14.06	\$ -	\$ 14.06	\$ -
\$ 2,595.00	\$ -	\$ 2.75	\$ -	\$ 2.75	\$ -
\$ 181.65	\$ -	\$ 0.19	\$ -	\$ 0.19	\$ -
\$ 285.45	\$ -	\$ 0.30	\$ -	\$ 0.30	\$ -
\$ 1,028.00	\$ 12.97	\$ 13.97	\$ -	\$ 26.94	\$ 648.50
\$ 68.96	\$ 0.65	\$ 1.26	\$ -	\$ 1.91	\$ 32.43
\$ 954.93	\$ 174.07	\$ 254.77	\$ -	\$ 428.84	\$ 522.21
\$ 66.93	\$ 8.70	\$ 22.93	\$ -	\$ 31.63	\$ 26.11
\$ 345.00	\$ -	\$ 1.83	\$ -	\$ 1.83	\$ -

\$ 24.15	\$ -	\$ 0.13	\$ -	\$ 0.13	\$ -
\$ 1,656.00	\$ 6.51	\$ 3.83	\$ -	\$ 10.34	\$ 1,302.00
\$ 102.00	\$ 0.33	\$ 0.34	\$ -	\$ 0.67	\$ 65.10
\$ 324.00	\$ 0.15	\$ 0.21	\$ -	\$ 0.36	\$ 180.00
\$ 337.12	\$ -	\$ 189.72	\$ 51.61	\$ 241.33	\$ -
\$ 1,420.08	\$ -	\$ 739.50	\$ 265.41	\$ 1,004.91	\$ -
\$ 740.00	\$ 0.31	\$ 1.90	\$ -	\$ 2.21	\$ 155.00
\$ 4,926.80	\$ 246.92	\$ 34.67	\$ -	\$ 281.59	\$ 4,938.40
\$ 263.96	\$ 12.35	\$ 3.12	\$ -	\$ 15.47	\$ 246.92
\$ 1,206.00	\$ 4.69	\$ 2.80	\$ -	\$ 7.49	\$ 938.00
\$ 74.38	\$ 0.23	\$ 0.25	\$ -	\$ 0.48	\$ 46.90
\$ 406.00	\$ 0.87	\$ 1.98	\$ -	\$ 2.85	\$ 174.00
\$ 1,055.00	\$ 11.63	\$ -	\$ -	\$ 11.63	\$ 1,163.00
\$ 489.00	\$ 0.47	\$ 1.89	\$ -	\$ 2.36	\$ 141.00
\$ 38.85	\$ 0.02	\$ 0.17	\$ -	\$ 0.19	\$ 7.05
\$ 337.12	\$ -	\$ 189.72	\$ 51.61	\$ 241.33	\$ -
\$ 204.00	\$ 0.95	\$ 0.78	\$ -	\$ 1.73	\$ 142.50

\$ 11.25	\$ -	\$ 0.12	\$ -	\$ 0.12	\$ -
\$ 13.20	\$ 0.05	\$ 0.07	\$ -	\$ 0.12	\$ 7.13
\$ 172.50	\$ 0.90	\$ 0.52	\$ -	\$ 1.42	\$ 135.00
\$ 7.43	\$ -	\$ 0.08	\$ -	\$ 0.08	\$ -
\$ 10.61	\$ 0.05	\$ 0.05	\$ -	\$ 0.10	\$ 6.75
\$ 432.00	\$ 0.04	\$ 0.78	\$ -	\$ 0.82	\$ 32.00
\$ 60.00	\$ -	\$ 0.12	\$ -	\$ 0.12	\$ -
\$ 37.60	\$ -	\$ 0.07	\$ -	\$ 0.07	\$ 1.60
\$ 33,764.00	\$ -	\$ -	\$ 742.81	\$ 742.81	\$ -
\$ 52,620.80	\$ -	\$ -	\$ 723.54	\$ 723.54	\$ -
\$ 277.20	\$ 2.40	\$ 1.56	\$ -	\$ 3.96	\$ 211.20
\$ 6,045.00	\$ 2.28	\$ 3.10	\$ -	\$ 5.38	\$ 3,420.00
\$ 120.90	\$ 0.05	\$ 0.06	\$ -	\$ 0.11	\$ 68.40
\$ 419.25	\$ 0.11	\$ 0.28	\$ -	\$ 0.39	\$ 171.00
\$ 576.00	\$ 0.12	\$ 0.58	\$ -	\$ 0.70	\$ 144.00
\$ 4,260.00	\$ 0.82	\$ 1.07	\$ -	\$ 1.89	\$ 2,460.00

\$	173,616.24	\$	10,708.42	\$	36,315.73
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Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Labor Type	Notes
\$ 918.00	\$ -	\$ 1,659.00	RR	
\$ 28,458.00	\$ -	\$ 28,458.00	RR	
\$ 3,130.38	\$ -	\$ 3,130.38	RR	[Adjusted by 012153500850]
\$ 1,138.32	\$ 436.44	\$ 1,574.76	RR	
\$ -	\$ -	\$ 228.80	RR	

\$ 480.00	\$ -	\$ 576.00	RR	
\$ 384.00	\$ -	\$ 400.00	RR	
\$ -	\$ -	\$ 3,522.50	RR	
\$ 174.42	\$ 12.18	\$ 196.82	RR	
\$ -	\$ -	\$ 10,200.00	RR	
\$ 65.70	\$ -	\$ 256.57	RR	
\$ 1,497.90	\$ -	\$ 1,497.90	RR	
\$ 42.18	\$ -	\$ 42.18	RR	
\$ 4,125.00	\$ -	\$ 4,125.00	RR	
\$ 288.75	\$ -	\$ 288.75	RR	[Adjusted by 012153501750]
\$ 453.75	\$ -	\$ 453.75	RR	[Adjusted by 012153500850]
\$ 698.50	\$ -	\$ 1,347.00	RR	
\$ 62.87	\$ -	\$ 95.30	RR	[Adjusted by 012153500550]
\$ 764.31	\$ -	\$ 1,286.52	RR	
\$ 68.79	\$ -	\$ 94.90	RR	[Adjusted by 012153500550]
\$ 549.00	\$ -	\$ 549.00	RR	

\$ 38.43	\$ -	\$ 38.43	RR	[Adjusted by 012153501750]
\$ 766.00	\$ -	\$ 2,068.00	RR	
\$ 68.94	\$ -	\$ 134.04	RR	[Adjusted by 012153500550]
\$ 252.00	\$ -	\$ 432.00	RR	
\$ 379.44	\$ 103.22	\$ 482.66	RR	
\$ 1,479.00	\$ 530.82	\$ 2,009.82	RR	
\$ 950.00	\$ -	\$ 1,105.00	RR	
\$ 693.40	\$ -	\$ 5,631.80	RR	
\$ 62.41	\$ -	\$ 309.33	RR	[Adjusted by 012153500550]
\$ 560.00	\$ -	\$ 1,498.00	RR	
\$ 50.40	\$ -	\$ 97.30	RR	[Adjusted by 012153500550]
\$ 396.00	\$ -	\$ 570.00	RR	
\$ -	\$ -	\$ 1,163.00	RR	
\$ 567.00	\$ -	\$ 708.00	RR	
\$ 51.03	\$ -	\$ 58.08	RR	[Adjusted by 012153500550]
\$ 379.44	\$ 103.22	\$ 482.66	RR	
\$ 117.00	\$ -	\$ 259.50	RR	

\$ 17.55	\$ -	\$ 17.55	RR	[Adjusted by 099113608100]
\$ 10.53	\$ -	\$ 17.66	RR	[Adjusted by 012153500550]
\$ 78.00	\$ -	\$ 213.00	RR	
\$ 11.70	\$ -	\$ 11.70	RR	[Adjusted by 099113608100]
\$ 7.02	\$ -	\$ 13.77	RR	[Adjusted by 012153500550]
\$ 624.00	\$ -	\$ 656.00	RR	
\$ 93.60	\$ -	\$ 93.60	RR	[Adjusted by 099113608100]
\$ 56.16	\$ -	\$ 57.76	RR	[Adjusted by 012153500550]
\$ -	\$ 37,140.50	\$ 37,140.50	RR	
\$ -	\$ 57,883.20	\$ 57,883.20	RR	
\$ 137.28	\$ -	\$ 348.48	RR	
\$ 4,650.00	\$ -	\$ 8,070.00	RR	
\$ 93.00	\$ -	\$ 161.40	RR	[Adjusted by 012153501700]
\$ 418.50	\$ -	\$ 589.50	RR	[Adjusted by 012153500550]
\$ 696.00	\$ -	\$ 840.00	RR	
\$ 3,210.00	\$ -	\$ 5,670.00	RR	

\$ 1,170.00	\$ -	\$ 1,515.00	RR	
\$ 175.50	\$ -	\$ 175.50	RR	[Adjusted by 099113608100]
\$ 1,170.00	\$ -	\$ 1,515.00	RR	
\$ 175.50	\$ -	\$ 175.50	RR	[Adjusted by 099113608100]
\$ 627.20	\$ -	\$ 675.40	RR	
\$ 94.08	\$ -	\$ 94.08	RR	[Adjusted by 099113608100]
\$ 387.50	\$ -	\$ 410.80	RR	
\$ 58.13	\$ -	\$ 58.13	RR	[Adjusted by 099113608100]
\$ 624.00	\$ -	\$ 656.00	RR	
\$ -	\$ -	\$ 1,800.75	RR	
\$ -	\$ -	\$ 685.35	RR	
\$ -	\$ -	\$ 319.80	RR	
\$ -	\$ -	\$ 313.92	RR	
\$ 16,900.00	\$ -	\$ 16,900.00	RR	
\$ -	\$ 1,697.40	\$ 1,697.40	RR	

**\$ 81,838.37   \$ 97,923.98   \$ 216,078.08**

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## Leadbetter House

November 29<sup>th</sup>, 2023

**Job Order #: CJOC001**

**Title:** Leadbetter House

### **Executive Summary/Project Overview**

Provide all labor and materials to mitigate the turret, Five (5) of the porch columns, and front deck along the West elevation of the home.

**Schedule Mile Markers:** TBD

### **Scope of Work**

Assume lead safe practices.

Demo, and replace with new, five (5) columns located on the Southwest corner of porch.

Paint all thirteen (13) columns to match existing color.

Remove the decking boards and replace the rotten decking supports where needed. Re-install the decking using as many of the old viable boards as possible and install with new boards as needed.

Paint/ stain the decking corner to corner to match existing color.

Repair sagging soffit above the front porch attached to the turret.

Paint/ stain entire soffit ceiling to match existing color.

Seal and weatherproof the gutter that goes into the turret above the porch.

Reglaze and repair broken glass panes on the turret windows and paint around the entire window trim to match existing trim. (Glazing putty is a sealant applied around the outside of single pane antique windows to hold the glass in and seal it from the elements).

Demo all dilapidated shingles around turret and replace them with new shingles that match the likeness of the existing ones as close as possible.

Paint/ stain the turret from corner to corner to match current existing body color.

Any hidden structural damage will be a change order.

All materials and paint/ stain colors are to be approved by the City of Camas as well as the Historic Preservation Commission prior to Construction.

### **Warranty**

Halbert Construction will provide a One-year warranty.

### **Supervision**

We will assign a supervisor to this project who is responsible for the supervision of all contracted field construction in progress. The Supervisor's responsibilities will include the scheduling and direct supervision of contracted field construction forces, interfacing as required with Building Inspection Officials, and insuring compliance of work in place with drawings and specifications.

### **Final Clean**

HCS will move all our construction debris to an on-site dumpster. All surfaces where work was done will be broom swept and the grounds will be clean and free of construction debris.

### **Exclusions & Clarifications**

Unless explicitly included elsewhere in this proposal/contract, the following items or their related costs are not included in our quotation: Washington State Sales Tax, full approval by insurance underwriters, security guard, building code variances and appeals, bonds, permits, plan check fee, permit fees, special inspection costs, additional engineering, liquidated damages, owner's legal and financial costs, penalties, retention, or other special assessments, or any other items not specifically mentioned above.

All the work required to complete this project is to be completed on a regular eight (8) hour basis. No overtime costs are included. All construction work and material stocking to be done between 8:00 am to 5:00 pm Monday through Friday. All existing mechanical ductwork and equipment, electrical gear, plumbing lines and valves etcetera; are to be in operating condition. No monies to repair, relocate, replace or upgrade existing mechanical, electrical, or plumbing equipment is included except as specifically identified in the bid documents.

This Bidder/Contractor has no pre-hiring collective bargaining agreements. All on-site personals will be paid "prevailing wage".

Owner agrees to furnish and pay for all electricity and water used by Contractor and Contractor's subcontractors during construction. Electrical panels for adequate lighting and power shall be activated prior to commencement of work.

Contractor calls attention of Owner to limitations of matching colors, patterns, materials, and textures of existing surfaces. The contractor will make his best effort to provide matches where required, but exact duplications are not guaranteed.

Sincerely,

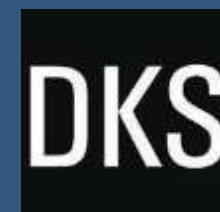
Joe Stotz



Project Manager



# NW Lake Road and NW Sierra Street Intersection - Alternatives Analysis





Mackay  
Sposito



DKS

# NW Lake Road and NW Sierra Street Intersection Alternatives Analysis

**Presented By:**

James Carothers  
*Engineering Manager*  
*City of Camas*

**February 5, 2024**

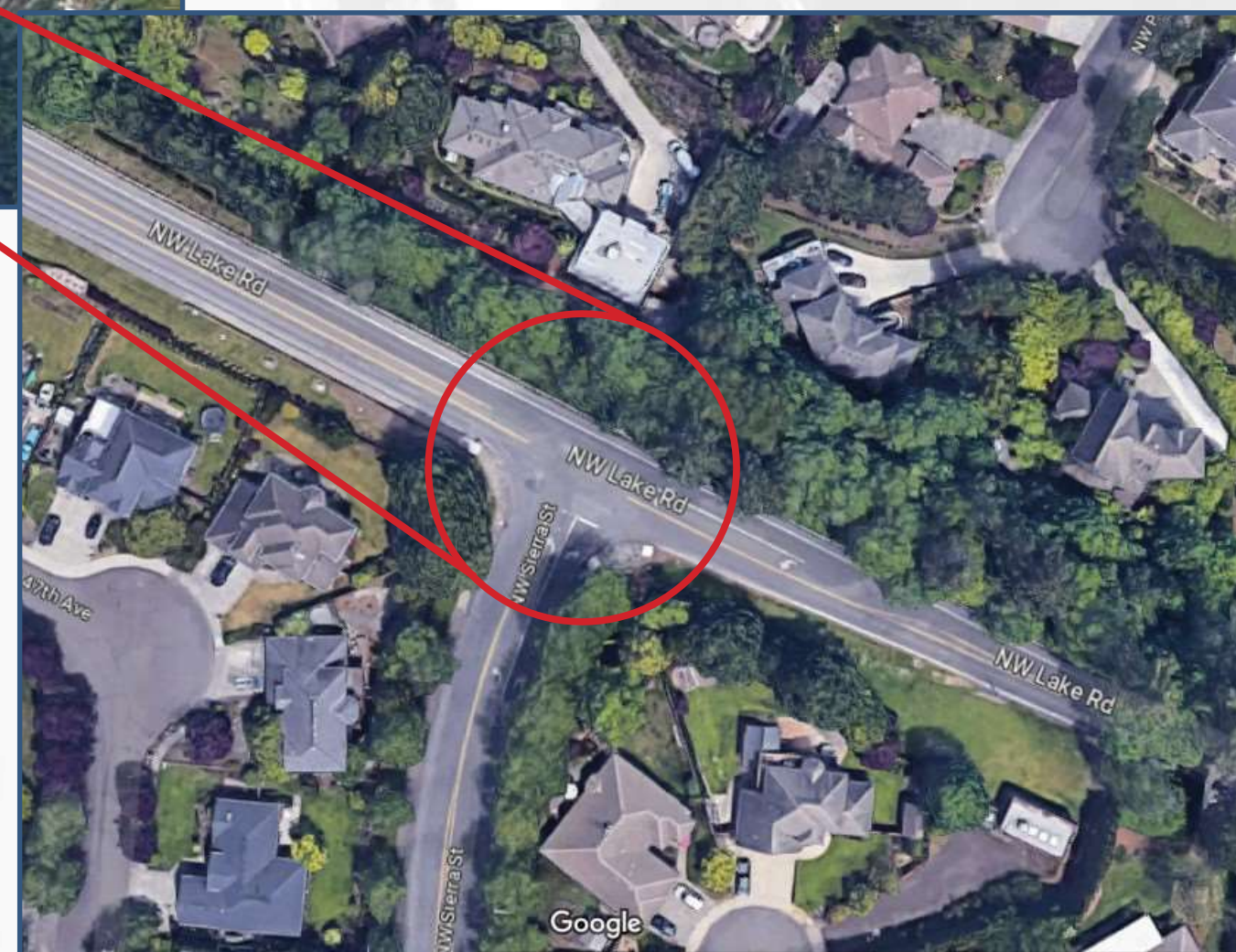
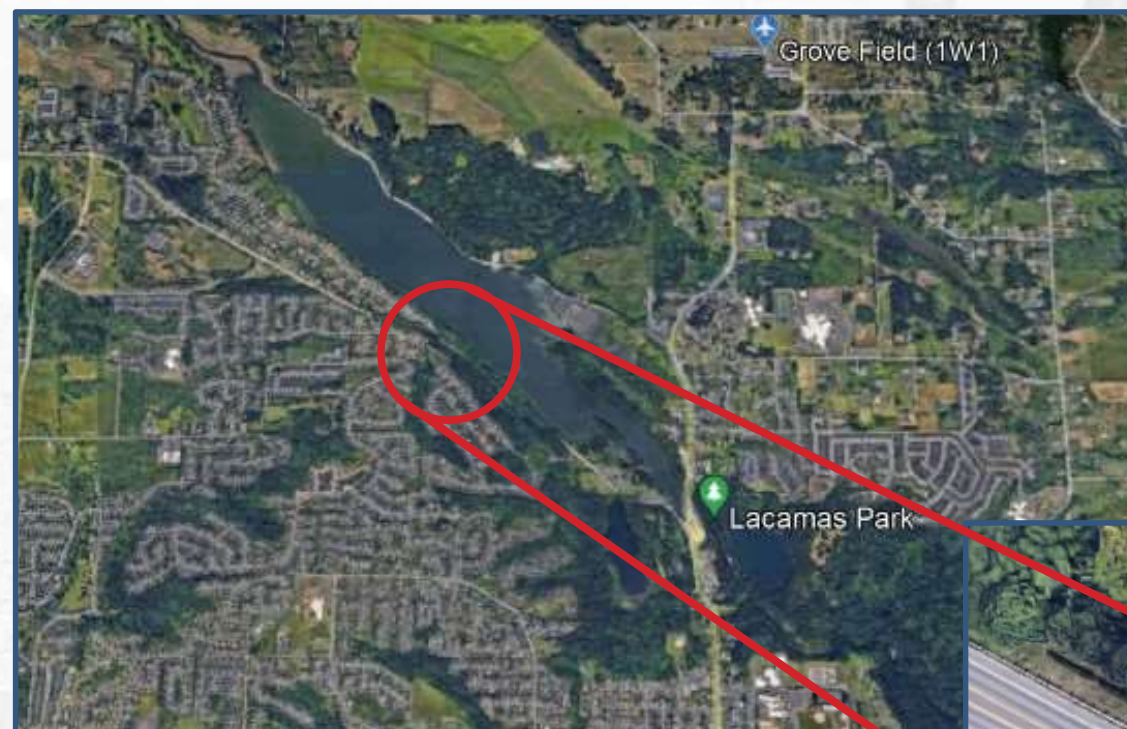
# Project Location



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Sposito



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MacKay  
Sposito



DKS

# Project Goals & Funding

## Project Goals:

- ✓ Reduce delays
- ✓ Improve safety
- ✓ Enhance multimodal travel

## Project Funding Options:

- ✓ Transportation Impact Fees (TIF)
- ? Public Works Trust Fund
- ? General obligation bond
- ? General Fund, REET

## Current funding:

- ✓ 2024 \$500,000 Budgeted. Additional funding will be needed for construction.



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# Traffic Analysis

## Traffic Analysis Completed:

- ✓ Collected existing traffic volumes and data
- ✓ Assessed current intersection safety and operations (e.g. delays)
- ✓ Forecasted future traffic volumes to 2045
- ✓ Assessed future safety and operations for signal, roundabout and “no-build” options



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# Traffic Analysis Results

## Existing Conditions:

- ✓ 4 crashes in past 5 years (no injuries)
- ✓ Lake Road operating well (Level of Service (LOS) A, 9 second delay)
- ✓ Sierra Street fails operating standard (LOS E, 36 second delay)

## By 2045 without improvements:

- ✓ Traffic volumes increase 75% from existing conditions
- ✓ Lake Road operates well (LOS B/C, 12-15 second delay)
- ✓ Sierra Street
  - ✓ Vehicle delay >100 seconds
  - ✓ Vehicles back up past NW 45th Avenue to south
  - ✓ Level of service F (lowest level)

# Alternatives Analysis



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## Intersection Improvements Alternatives Analysis:

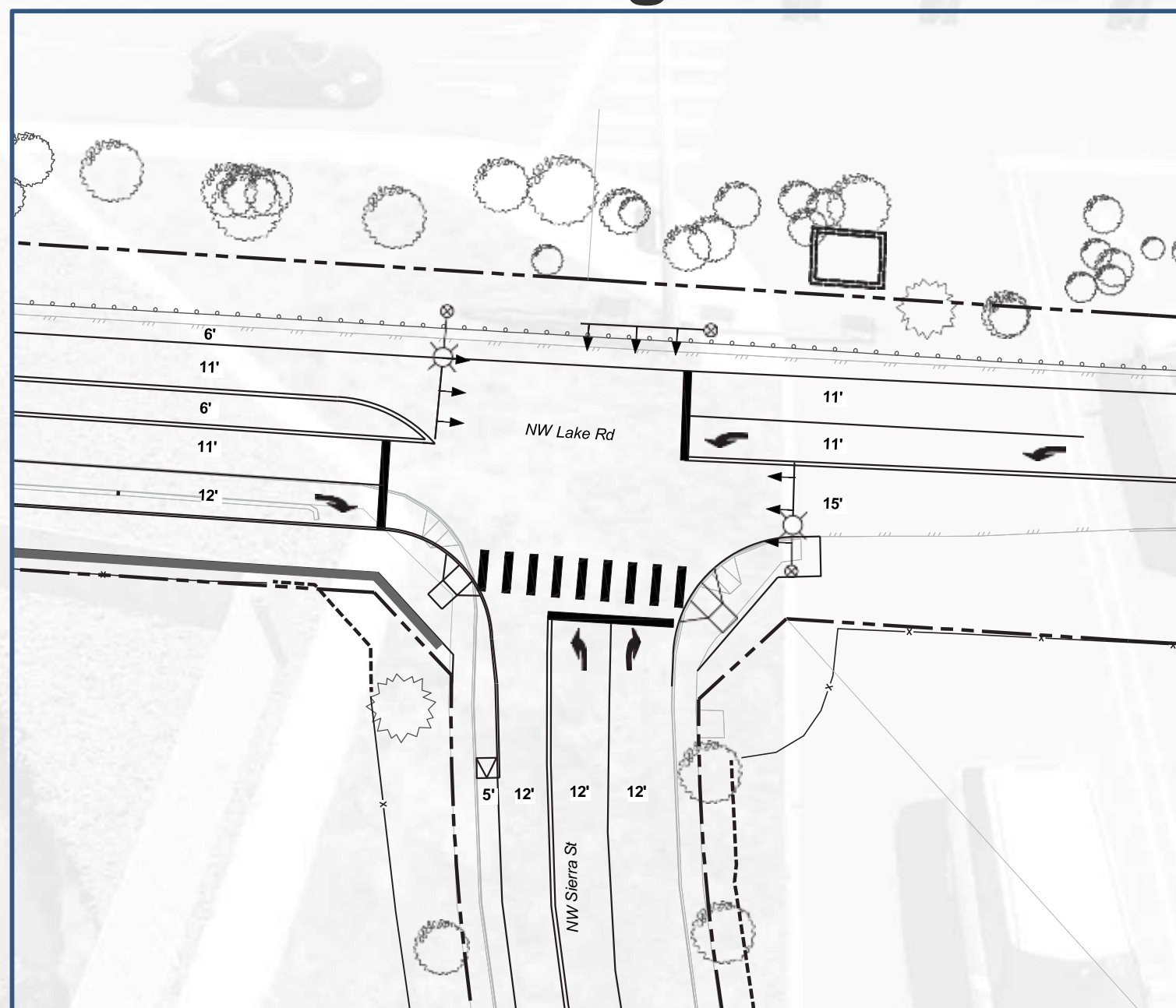
- ✓ Traffic signal versus mini-roundabout versus no build
- ✓ Concept designs
- ✓ Analysis criteria
  - Safety
  - Traffic operations (delay and level of service)
  - Right of Way
  - Project cost
  - Construction impacts to public
  - Schedule
  - Steep slopes/retaining walls
  - Utility impacts
  - Operations and maintenance



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# Traffic Signal Concept Design



## Benefits:

- ✓ Lower cost (\$1.7M vs \$3.1M)
- ✓ 14% crash reduction
- ✓ Less impact to
  - ROW acquisition
  - Private utilities
  - Retaining walls
  - Construction delays

## Challenges:

- ✓ Higher maintenance cost
- ✓ Off-peak delays
- ✓ Stopped traffic implications (noise, pollution)
- ✓ More conflict points

# Traffic Signal Rendering



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# Roundabout Concept Design



## Benefits:

- ✓ 20% crash reduction
- ✓ High safety rating - fewer serious injuries and conflict points
- ✓ Low maintenance
- ✓ Free flow traffic during off-peak hours

## Challenges:

- ✓ Higher cost (\$3.1M vs \$1.7M)
- ✓ ROW acquisition and impacts
- ✓ Construction phase impacts
- ✓ Additional retaining walls

# Roundabout Rendering



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## Alternatives Analysis Results

Analysis Criteria	Traffic Signal	Roundabout	No Build
Traffic Safety	Med	High	Low
AM Peak Traffic Times	C	B	B/ <b>F</b>
PM Peak	B	B	C/ <b>F</b>
Vehicle Capacity Ratio (Lake Rd/Sierra St)			
AM Peak	<b>0.93</b>	0.78	0.29/ <b>2.83</b>
PM Peak	0.73	0.83	0.36/ <b>3.63</b>
Vehicle Delay (secs.) (Lake Rd/Sierra St)			
AM Peak	20.5	11.9	11.8/> <b>100</b>
PM Peak	12.3	13.0	15.4/> <b>100</b>



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## Alternatives Analysis Results

Analysis Criteria	Traffic Signal	Roundabout	No Build
Right of Way Impacts/Costs	Low	High	None
Project Cost	\$1.7M	\$3.1M	None
Construction Phase Impacts	Med	High	None
Schedule	Low	High	None
Impacts to Steep Slopes and Need for Retaining Walls	Low	High	None
Private Utility Impacts	Med	High	None
Long-term Maintenance	Med	Low	Low

# City Council Discussion



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- ✓ Council questions
- ✓ Request for Council input on:
  1. Preferred alternative - traffic signal or roundabout
  2. Consensus



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## Next Steps

- ✓ **Consultant design and public outreach professional services agreement (PSA) amendment**
- ✓ **Future anticipated City Council update**
  - **Review/approve PSA amendment**
- ✓ **Schedule**
  - **Dependent on funding and selected alternative**



Item 8.



# Thank You!



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Sposito

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## FINAL MEMORANDUM

**TO:** James Carothers, Jim Hodges, Justin Monsrud, City of Camas

**FROM:** Jason Irving, Gregory Oehley, MacKay Sposito  
Justin Sheets, Alex Correa, DKS Associates

**RE:** **NW Lake Road and NW Sierra Street Intersection - Alternatives Analysis**

**DATE:** November 12th, 2023

### Overview

The NW Lake Rd. and NW Sierra St. intersection is currently a 3-legged non-signalized intersection with a stop sign on NW Sierra Street located in Camas, Washington. A project area map is included below in Figure 1. NW Lake Rd. is an east-west arterial that runs from the western city limits to NE Everett St. NW Sierra St. is a north-south collector that runs from NW Lake Rd. to NW 43<sup>rd</sup> Ave. and primarily serves nearby residential properties. Average daily traffic (two-way) entering the intersection is approaching 16,000.

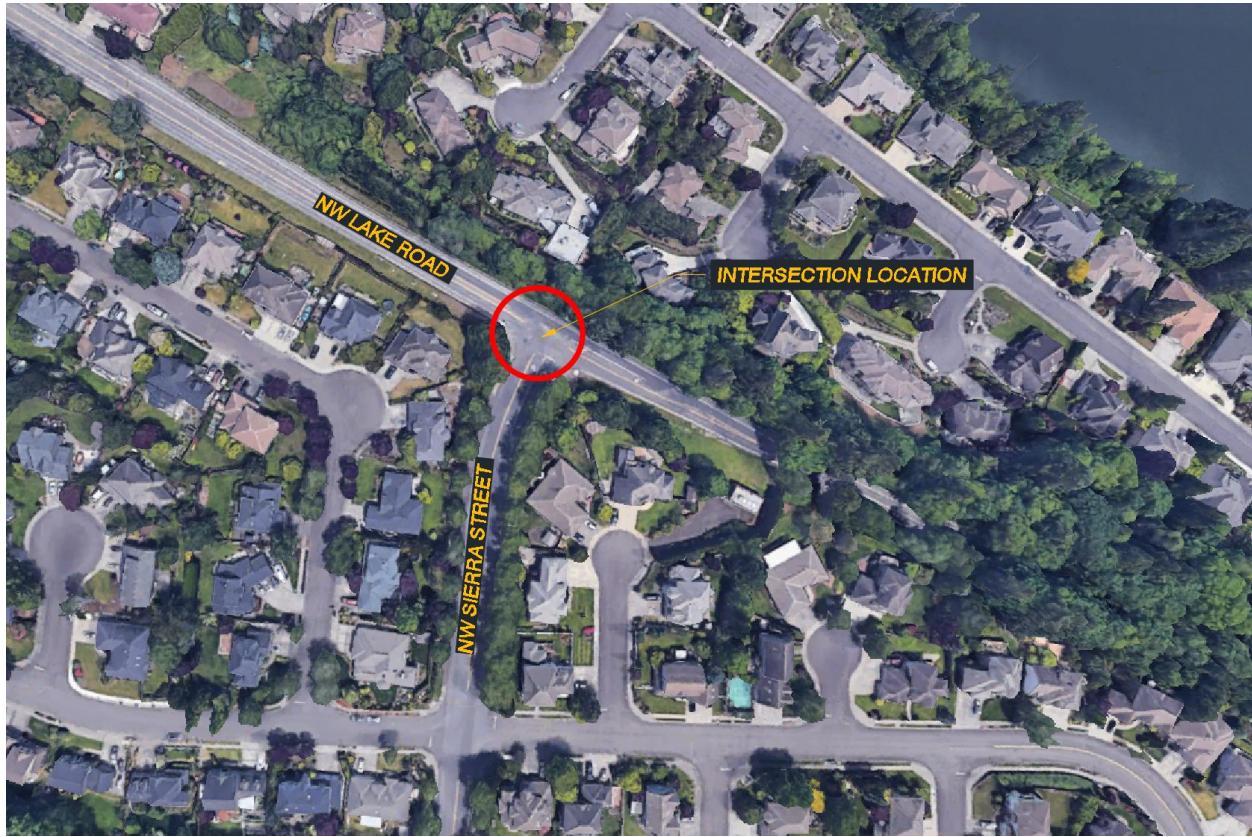
The City of Camas is considering intersection improvements to address vehicle queuing and delays while also improving safety and multimodal connectivity. This memorandum provides an alternatives analysis to evaluate the following eight criteria for comparing the two options of a new traffic signal versus a new roundabout.

#### Alternatives Analysis Criteria

1. Traffic Safety (vehicular, pedestrian, and bicyclist)
2. Traffic Operations (delay, Level of Service (LOS))
3. Right of Way Impacts and Costs
4. Project Cost
5. Construction Phase Impacts (e.g., impacts to the traveling public)
6. Project Schedule

7. Impacts to Steep Slopes and Need for Retaining Walls
8. Public and Private Utility Impacts
9. City Operation and Maintenance Considerations

**Figure 1- Project Area Map**



## **A. Proposed Project Improvements**

The proposed options to improve intersection safety, efficiency, and LOS are the signalization of the intersection or construction of a roundabout. Both options will significantly improve the intersection LOS and reduce delays, but each has their unique challenges. Some of the challenges include vertical and horizontal constraints, steep slopes, private property impacts as well as the presence of existing private and public utilities. The two options are briefly described below:

### **Signalization**

This improvement would replace the current stop-controlled intersection with a traffic signal and add an eastbound right turn lane with 300' of vehicle storage. Based on the traffic analysis, this intersection meets the requirements to warrant a signal. The LOS for the AM and PM peak hour will improve to a LOS of C and B respectively.

### **Roundabout**

This improvement would replace the current stop-controlled intersection with a single lane roundabout, add an eastbound right turn lane on NW Lake Road, and a northbound right turn slip lane on NW Sierra Street. The biggest challenge for the roundabout option is the geometric constraints which in turn make it the lesser cost-effective option. The 2045 projected LOS for the AM and PM peak hour will improve from LOS of F (no-build scenario) to a LOS of B.

Notably, the roundabout option would generally serve off peak traffic better when compared to the signalized option, particularly on the minor approach (Sierra Street). Roundabouts typically treat all intersection movements equally, whereas a traffic signal may cause vehicle wait time, even during off peak hours, while the traffic signal detects the vehicle and cycles to a green light.

Although both options can accommodate the projected traffic in 2045 with relatively low delays when compared with the no build option, each option also presents challenges under the future traffic volume projections.

## **B. Traffic Operations and Safety Analysis Results**

DKS Associates completed an evaluation for the two selected options and a no-build alternative in regard to traffic operations, multi-modal facilities, and safety. The following section details the results of the traffic operations analysis and safety evaluation for each alternative. The full traffic analysis memorandum, which primarily focuses on traffic operations of the two options, is included in Appendix C.

The traffic analysis and subsequent alternative evaluation concluded that each proposed alternative would provide the following benefits for the overall intersection operations:

- Significant reduction to overall intersection vehicle delay and queuing, with the exception of through traffic on NW Lake Road which will experience minor increased delays with both options
- Potential for decreased crash frequency and/or severity
- Improvements to multimodal travel

## **Safety Performance**

Both the signalized and roundabout options have potential to improve safety compared with the existing condition, by reducing the risk that motorists traveling from NW Sierra St. will conflict with either the westbound or eastbound uncontrolled movements on NW Lake Road., Crash data sampled from the last five years (2018-2022) indicates that crashes are infrequent and low severity at this intersection under existing conditions. There were four crashes reported in the five-year period, with all four being property damage only crashes. It is also worth noting that crash risk is correlated with traffic volumes and traffic volumes at this intersection are expected to increase significantly over the next 20 years. It is expected that without improvements at this intersection, there will be fewer gaps and more potential conflicts between vehicles on NW Lake Rd. and turning vehicles into and out of NW Sierra St.

### *Signalized Option*

The conversion of the stop-controlled intersection to a signal will primarily reduce the speed and frequency of the conflict between motorists turning from NW Sierra St. onto NW Lake Rd. In particular, a signal provided with a protected northbound left turn phase will reduce the risk of high-speed angle collisions. Using data sourced from the Federal Highway Administration's Crash Modification Factors (CMF) Clearinghouse, the conversion of a 3-leg stop-controlled intersection to a signal has a CMF of 0.86, corresponding to a crash reduction of 14% over the existing condition.

### *Roundabout Option*

The conversion of the stop-controlled intersection to a roundabout would slow speeds for approaching vehicles, particularly on NW Lake Rd., by creating horizontal deflection on the approaches. By slowing vehicles, crashes are more likely to be lower severity. Using data sourced from CMF Clearinghouse, an online repository for CMFs of different transportation countermeasures, the conversion of a 3-leg or 4-leg stop-controlled intersection to a mini-roundabout has a CMF of 0.8 for all crashes<sup>1</sup>. A CMF of 0.8 corresponds to a 20% decrease in crash frequency for all crashes over the existing condition.

## **Multimodal Travel**

Under existing conditions, pedestrians and cyclists utilize the study intersection, however there are gaps in those facilities and areas for improvement in terms of quality, connectivity, and comfort. Today, a 5-foot curb-tight sidewalk runs west of the study intersection on the south side of NW Lake Rd., but this sidewalk terminates at a curb ramp just east of the study intersection. There is no sidewalk on the north side of NW Lake Rd. near the intersection. North-side residential properties to the west on NW Lake Rd. do not have continuous sidewalk access to the intersection or nearby options to cross NW Lake Rd. The nearest NW Lake Rd. crossing is approximately 1,800 feet to the west at NW Leadbetter Drive. A five-foot curb-tight sidewalk

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<sup>1</sup> <https://www.cmfclearinghouse.org/detail.php?facid=11240>

exists on both sides of NW Sierra St. NW Lake Rd. includes a westbound bike lane through the study intersection but does not include an eastbound bike lane. An existing eastbound bike lane on NW Lake Rd. terminates approximately 600 feet west of NW Sierra St. No dedicated bike facilities exist on NW Sierra St.

### *Signalized Option*

This option would improve the safety and comfort of pedestrians crossing Sierra St. by adding a protected signalized crossing, pavement markings, and reconstructing curb ramps to improve accessibility. The eastbound bike lane on NW Lake Rd. will be extended to the study intersection by combining with the existing sidewalk and widening it to 10ft. as a multi-use path. The bike lane will then merge into general traffic east of the study intersection. Alternatively, the bike lane can be configured to direct eastbound bicycles south onto NW Sierra St. and to the local road network. The westbound bike lane on NW Lake Rd. will remain and continue through the study intersection. Additional analysis, design, and coordination will be required to determine the best treatments for eastbound cyclists at the study intersection under this alternative. Possible treatments for cyclists include the addition of a conventional bike lane to the left of the eastbound right turn lane, a combined bike lane/turn lane, or terminating the eastbound bike lane prior to the signalized intersection. Based on the steep wooded slopes along the southwest side of Lake Road, it is not anticipated that continuing the bike lane east of the intersection is feasible with either option.

### *Roundabout Option*

The roundabout option would add marked crossings across NW Sierra St. with islands separating traffic movements. This would break the existing 60-foot unmarked crossing into three 10–15-foot marked crossings divided by raised medians, thereby increasing pedestrian comfort and safety. This option would add facilities for eastbound cyclists on NW Lake Rd. by combining with the existing sidewalk which will be widened to 10ft. to the intersection of NW Sierra St. as a multi-use path. Given geometric limitations east of the intersection, the lack of a dedicated bicycle lane for eastbound cyclists from NW Sierra St. to NE Everett St. will remain. It is anticipated that eastbound bicyclists may utilize NW Sierra St. and nearby local streets to continue traveling east to NE Everett Street. The westbound bike lane on NW Lake Rd. will transition to a buffered bike lane at the roundabout, which could be constructed as a grade-separated path for additional cyclist protection and separation from vehicular traffic or at-grade buffered with pavement markings (See Figure 2 below for a sample grade-separated cycle path).



Figure 2: Grade Separated Cycle Track Example

Source: National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide

### **Traffic Operations Analysis**

Traffic analysis was conducted for three future scenarios: 2045 no build, 2045 roundabout, and 2045 signalized. In both the 2045 roundabout and 2045 signalized scenarios, the City of Camas operating standard of Level of Service (LOS) D or better is met during the peak hours. Table 1 below details the intersection delay and LOS for each alternative.

Table 1: NW Lake Rd./NW Sierra St. Future Scenario (2045) Traffic Operations

INTERSECTION CONTROL	OPERATING STANDARD	AM PEAK HOUR <sup>A</sup>			PM PEAK HOUR <sup>A</sup>		
		V/C RATIO	DELAY (SECS)	LOS	V/C RATIO	DELAY (SECS)	LOS
STOP-CONTROL (NO BUILD)	LOS D	0.29/2.83	11.8/>100	B/F	0.36/3.63	15.4/>100	C/F
SIGNALIZED	LOS D	0.93	20.5	C	0.73	12.3	B
ROUNDBOUT	LOS D	0.78	11.9	B	0.83	13.0	B

<sup>A</sup> Results shown for two way stop controlled intersections are shown as major approach results/minor approach results.

Another important operational measure analyzed is the amount of queuing present under each build alternative. For each approach in the roundabout alternative, queuing does not exceed the storage capacity that will be present at the intersection. For the signalized alternative, most movements can fit into the existing storage capacity with some minor striping alterations that will not require any pavement widening. However, the northbound right queues will exceed the available storage capacity and is expected to have queuing in the a.m. peak hour that will spillback through the NW 45<sup>th</sup> Ave. intersection.

### C. Conceptual Intersection Designs and Engineer's Estimate of Probable Construction Cost

Conceptual intersection designs (see Appendix A) were prepared by the project team for both options to develop preliminary geometrics and to assess construction costs and impacts to right of way, steep slopes, and utilities.

Project cost estimates, including estimates of probable construction cost and associated soft costs (design, permitting, etc.) were also prepared for each option and are summarized below. See Appendix B for the detailed cost estimates.

New Traffic Signal - \$1,675,000

New Roundabout - \$3,115,000

### D. Alternatives Analysis and Results

#### Analysis Summary

The following table summarizes the results of the alternatives analysis and is followed by a more detailed analysis related to each of the eight analysis criteria.

**Table 2 – Alternative Analysis Evaluation Summary**

Analysis Criteria	Traffic Signal	Roundabout	No Build
Traffic Safety	Med	High	Low
Level of Service (Lake Rd/Sierra St) AM Peak	C	B	B/F

Analysis Criteria	Traffic Signal	Roundabout	No Build
PM Peak	<b>B</b>	<b>B</b>	<b>C/F</b>
Vehicle Capacity Ratio (Lake Rd/Sierra St)			
AM Peak	<b>0.93</b>	<b>0.78</b>	<b>0.29/2.83</b>
PM Peak	<b>0.73</b>	<b>0.83</b>	<b>0.36/3.63</b>
Vehicle Delay (secs.) (Lake Rd/Sierra St)			
AM Peak	<b>20.5</b>	<b>11.9</b>	<b>11.8/&gt;100</b>
PM Peak	<b>12.3</b>	<b>13.0</b>	<b>15.4/&gt;100</b>
Right of Way Impacts/Costs	<b>Low</b>	<b>High</b>	<b>N/A</b>
Project Cost	<b>\$1.67M</b>	<b>\$3.12M</b>	<b>N/A</b>
Construction Phase Impacts	<b>Med</b>	<b>High</b>	<b>N/A</b>
Schedule	<b>Low</b>	<b>High</b>	<b>N/A</b>
Impacts to Steep Slopes and Need for Retaining Walls	<b>Low</b>	<b>High</b>	<b>N/A</b>
Private Utility Impacts	<b>Med</b>	<b>High</b>	<b>N/A</b>

## 1. Traffic Safety

Please refer to Section B on page 3 for a discussion and comparison of traffic safety for the two options.

## 2. Traffic Operations

Please refer to Section B on page 5 for a discussion and comparison of traffic operations for the two options.

## 3. Right of Way Impacts and Costs

Based on the preliminary traffic signal conceptual design, right of way acquisition is not anticipated for the signal option. A temporary construction easement may be needed to reconstruct the retaining wall on the southwest corner of the intersection, but further design development is needed to confirm.

The roundabout option is very likely to require right of way acquisition on the north side and the southeast and southwest corners of the intersection. This is due to the need for a northbound right turn slip lane on the southeast corner, eastbound right turn lane on the southwest corner, and the roundabout footprint extending to the north of the intersection, impacting the existing steep slope and requiring construction of a retaining wall. Right-of-way acquisition costs are estimated at approximately \$150,000 and the right-of-way acquisition process typically takes nine months to one year to complete.

## 4. Project Cost

Project cost is a primary determining factor for selecting the preferred option and ensuring a fully funded and feasible project. Conceptual project cost estimates, including engineer's estimates of probable construction cost (see Appendix B) were developed for each option based on the conceptual designs provided in Appendix A. Other hard and soft costs were then considered including:

- Design and permitting
- Public engagement
- Right of way acquisition
- Construction management and inspection
- Escalation to the anticipated time of bidding for construction (fall 2024)

Traffic Signal - The total estimated project cost for the traffic signal option is \$1,675,000.

Primary cost factors for this option include:

1. \$155,000 - Traffic signal equipment, poles, and foundations
2. \$30,000 - Vehicle Detection and preemption
3. \$110,000 - Conduit, wiring, trenching and backfill, and associated junction boxes
4. \$305,000 - Roadway and multi-use path construction
5. \$145,000 - Retaining wall on southwest corner

Operations and Maintenance – The following are anticipated items that would incur costs over the lifetime of a traffic signal for maintenance.

1. Routine timing adjustments
2. Energy consumption
3. Preventative maintenance (replacing LEDs, etc.)

Roundabout - The total estimated project cost for the roundabout option is \$3,115,000. Primary cost factors for this option include:

1. \$900,000 - Road/roundabout and multi-use path construction
2. \$260,000 - Retaining wall southwest corner and north side
3. \$150,000 - ROW acquisition and costs
4. \$140,000 - Stormwater treatment
5. \$333,000 - Construction cost escalation (2 years)

Operations and Maintenance – The following are anticipated items that would incur costs over the lifetime of a roundabout for maintenance.

1. Lighting inspection and maintenance
2. Pavement, sign and pavement marking maintenance
3. Inspection and maintenance of structural elements of the roundabout, such as retaining walls, curbs, and center island features

It is assumed that there will be no landscaping and vegetation to be maintained since the center of the roundabout will be paved in this case.

Note that the conceptual project cost estimates assume local funding and that Federal Highway Administration or Washington State Department of Transportation funding will not be utilized for the project. Additional costs may be incurred if these or other funding sources are utilized that require additional studies, permits, etc. such as completing National Environmental Policy Act (NEPA) requirements and approvals. It is worth noting that if future funding triggers NEPA requirements, recent changes to NEPA requirements may add as much as one to two years to the project schedule, primarily dependent on whether the project increases the amount of pollution generating impervious surfacing.

## 5. Construction Phase Impacts

While impacts on the traveling public and adjacent residents are not typically primary considerations when selecting the preferred option, they must be considered. In general, the roundabout option will have the greatest impact to the traveling public due to limited roadway width to allow for vehicle access during construction activities within the intersection.

Roundabout construction must occur in the center of the intersection and will disrupt vehicle access on NW Lake Rd. Additionally, there are limited detour options available due to nearby Lacamas Lake, the local topography and roadway network. The most direct and likely feasible detour option for NW Lake Rd. traffic is to turn south on NW Sierra St., east on NW 45th Ave./NW Oregon St, south east on NW 44th Ave., then north on NW Lacamas Ln. to NW Lake Rd. Note this detour route is mostly a residential neighborhood that may not be well positioned to support a significant increase in traffic volumes for long periods of time. Prior to approving this detour, an in-depth public outreach is recommended to be completed with impacted residents. While the traffic signal option will also impact NW Lake Rd. traffic, it is very likely that at least one lane of traffic on NW Lake Rd. would remain open throughout construction and a long duration detour would not likely be required.

## 6. Project Schedule

For each option, the anticipated project schedule for design, permitting, public engagement, and construction is similar, likely within a few months of each other. A potential schedule driver for both options will be the likely need for private natural gas and fiber utility relocations, primarily on the southwest corner of the intersection, in order to construct a new dedicated right turn lane for east bound traffic on NW Lake Rd. The roundabout option will likely increase the project schedule by one to two years due to the need for right of way acquisition, more significant private utility relocations, and to secure additional funding to fully fund the project. Section 3 Right of Way Impacts and Costs above describes the need for right of way to construct the roundabout and Section 8 Private Utility Impacts below discusses the required private utility relocations.

## 7. Impacts to Steep Slopes and Need for Retaining Walls

There is an existing two- to three-foot-tall retaining wall west of the intersection along the south side of NW Lake Rd. Both options will require reconstructing and increasing the height of this retaining wall and relocating it adjacent to the ROW line in order to construct a new right turn lane for eastbound traffic on NW Lake Rd. Additionally, the roundabout option will require widening of NW Lake Rd. to the north and southeast at the intersection and require new retaining walls. On the north side of the intersection the widening will impact an existing 2:1 steep slope down to residential properties and require constructing a new eight to ten foot tall and estimated 130 foot long retaining wall and guardrail or concrete barrier. It may also require a critical areas slope permit, geotechnical review for slope stability and wall foundation considerations, and structural engineering design. It is estimated that the north side retaining

wall may cost an estimated additional \$200,000 to design, permit, acquire the necessary right of way or easement, and construct.

## 8. Private Utility Impacts

Private utility impacts are similar for both options on the southwest corner of the intersection and west on NW Lake Rd. Existing private utilities anticipated to be impacted include both an existing 12-inch-high pressure and 4-inch natural gas mains and gate station as well as fiber optic lines. While further design and coordination is needed with Northwest Natural for relocation of their facilities, oftentimes the relocation of high pressure mainlines must be completed during warmer months when natural gas demand is lower. This can impact the timing of when the City's intersection improvements can be constructed. In the southeast corner of the intersection, the roundabout option will require the relocation of a large transformer. The existing power transformer has heavy circuits to the south and west, and smaller circuits to the south and northeast. If possible, we recommend that all private utility locations be completed prior to the City's construction contractor beginning their work in order to prevent conflicts between multiple contractors and to reduce risk. Public utility impacts are relatively minimal, primarily consisting of relocating or constructing new stormwater catch basins and piping.

## 9. City Operation and Maintenance Considerations

Traffic signals require electricity to operate, contributing to ongoing operational costs. The costs can vary based on the efficiency of the signal system. Traffic signals have more mechanical and electrical components, including signal lights and control systems. This can result in higher maintenance and replacements costs compared to roundabouts. Also, traffic signals and associated control systems can be damaged by traffic collisions which can be very costly to repair and render the intersection inoperable. Power outages, which can be more frequent in heavily forested and high wind areas such as Camas, may impact traffic signals and render them inoperable.

Roundabouts are generally associated with improved safety, leading to potential cost savings related to motor vehicle damage. While roundabouts may have higher initial construction costs, they often result in lower ongoing operational and maintenance costs compared to traffic signals without the potential of losing operation during a power outage or after a traffic incident.

## E. Conclusions and Recommendation

In conclusion, as compared to a traffic signal the operational benefits of the roundabout option include a higher LOS, less delay and a higher level of safety. Undesirable aspects of the roundabout option include the need to acquire right of way, a much higher project cost, greater impacts to traffic during construction, a longer project schedule, steep slope impacts, and more significant private utility relocations.

Traffic signals require electricity to operate, contributing to ongoing operational costs. The costs can vary based on the efficiency of the signal system. Traffic signals have more mechanical components, including signal lights and control systems. This can result in higher maintenance costs compared to roundabouts.

Roundabouts are generally associated with improved safety, leading to potential cost savings related to accidents and emergency response. Roundabouts often provide smoother traffic flow, reducing congestion and potentially lowering overall costs related to delays and fuel consumption.

In summary, while roundabouts may have higher initial construction costs, they often result in lower ongoing operational and maintenance costs compared to traffic signals without the potential of losing operation during a power outage or after a traffic incident.

The following provides a high-level summary of key findings of the traffic safety and operations analysis and the alternatives analysis.

- LOS - Both options will significantly improve the LOS of the intersection over the no build condition, with the roundabout option having a slight advantage in LOS for the peak AM condition (LOS C for a signal vs LOS B for the roundabout).
- Vehicle Delays - Both options will significantly reduce delays for traffic on NW Sierra St. Delays are very similar for both options, with the roundabout providing slightly less delay in the peak AM condition (11.9 seconds for a roundabout vs 20.5 seconds for a signal).
- Safety - Both options will improve intersection safety. Roundabouts typically provide a higher level of safety than a traffic signal by reducing conflict points and vehicle speeds, which reduces crash severity.
- Right of Way - Right of way is likely not required for the traffic signal. Impacts are higher for the roundabout option and anticipated to add \$150,000 to the project cost and up to a year to the project schedule.
- Project Cost - The estimated roundabout cost is \$1.44M higher than the signalized option (an 86% increase in cost).
- Construction Impacts - During construction the roundabout is anticipated to impact traffic operations more than the traffic signal and will likely require a one-to-two-month detour.
- Schedule - The roundabout may add one to two years to the project schedule in order to acquire right of way, complete significant private utility relocations, and to secure additional funding.
- Impacts to Steep Slopes/Retaining Walls - Both options will require reconstructing an existing retaining wall on the southwest corner. The roundabout will require steep slope analysis, structural design, and additional right of way acquisition to construct a new retaining wall on the north side and southeast corner of the intersection.
- Private Utility Impacts - Both options will likely require private utility relocations. The roundabout has greater utility impacts and will likely require relocating an existing power transformer on the southeast corner of the intersection.

## F. Next Steps

Following selection of the preferred intersection improvement alternative, traffic signal or roundabout, the design team will prepare a scope and fee to complete public outreach, design, permitting, and right of way acquisition (if needed). Once approved by the city, the design and public outreach team will progress with the work with a goal of completing design and permitting in time to start construction in winter 2024/spring 2025.

## Appendix

Appendix A - Conceptual Design Plans

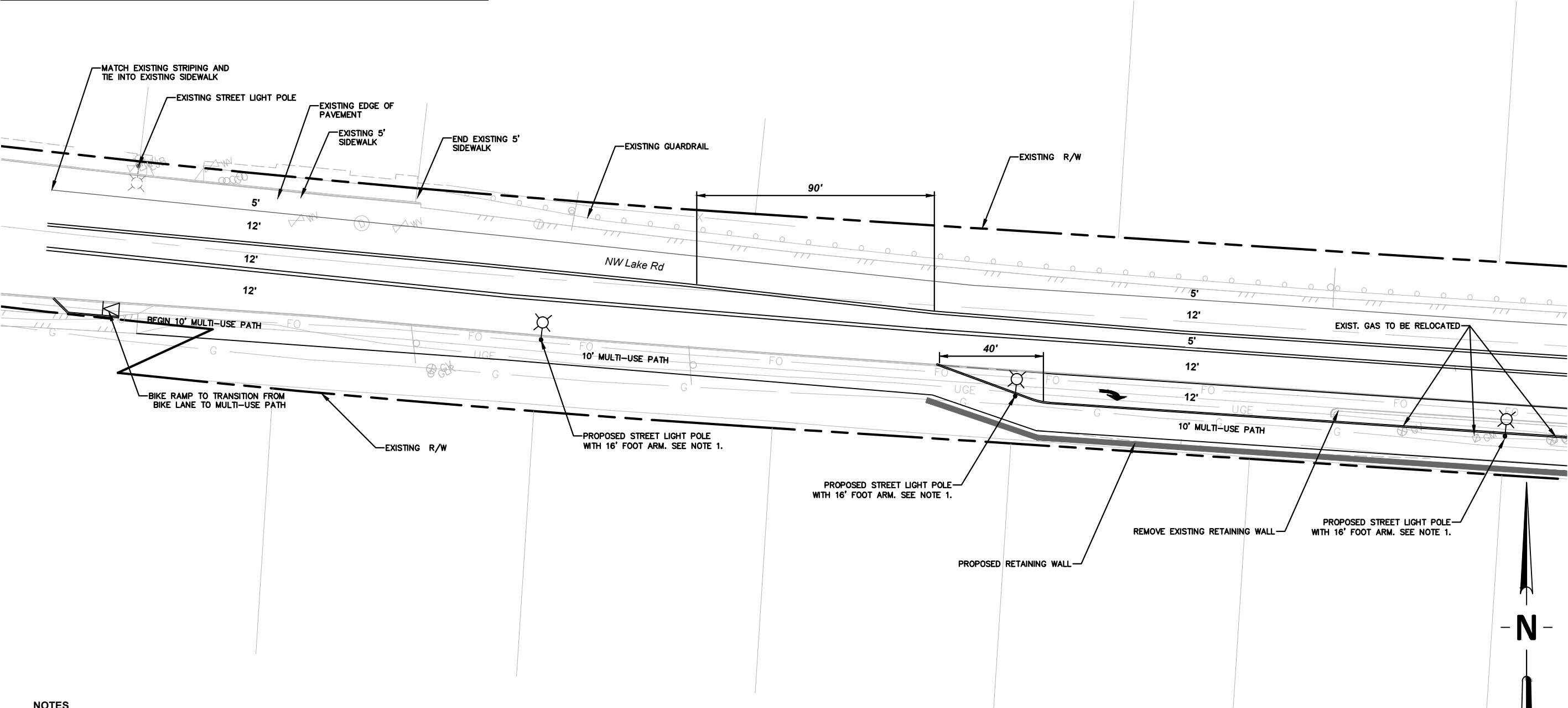
Appendix B - Conceptual Project Cost Estimates

Appendix C - DKS Traffic Analysis Memo September 2023

# Appendix A

Conceptual Design Plans

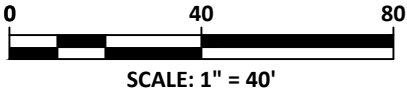
Lake Road/Sierra Street  
Signalized Alternative 30% Design Exhibit  
Page 1 of 2



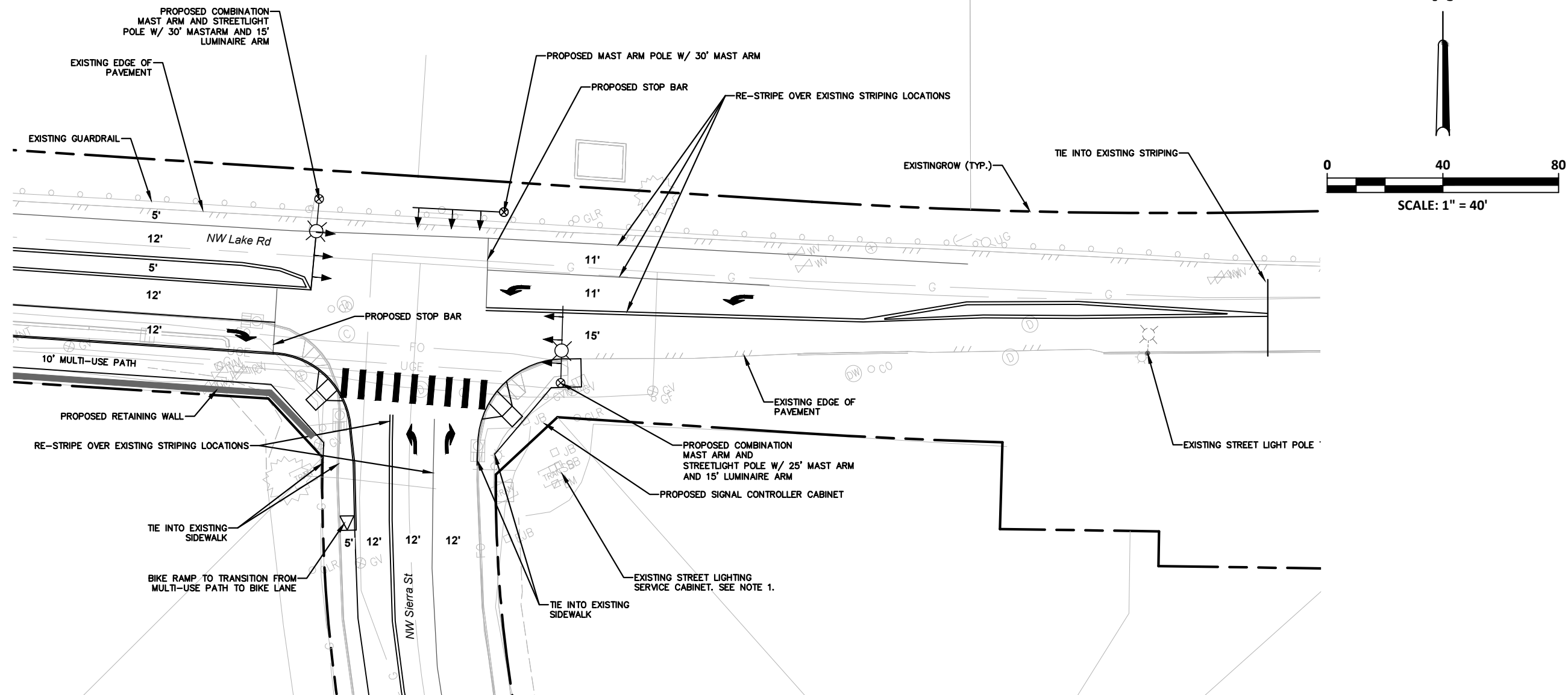
NOTES

1. NEW STREETLIGHT POLES SHALL BE SPACED APPROXIMATELY 180 FEET APART AND LOCATED AT PROPERTY LINES.

Roadway Segment	Roadway Light Level Targets			
	Target		Proposed	
	Avg Luminance (cd/m^2)	Uniformity (Avg/Min)	Avg Luminance (cd/m^2)	Uniformity (Avg/Min)
Lake Rd West of Sierra St	0.9	3	1.0	3



Lake Road/Sierra Street  
Signalized Alternative 30% Design Exhibit  
Page 2 of 2

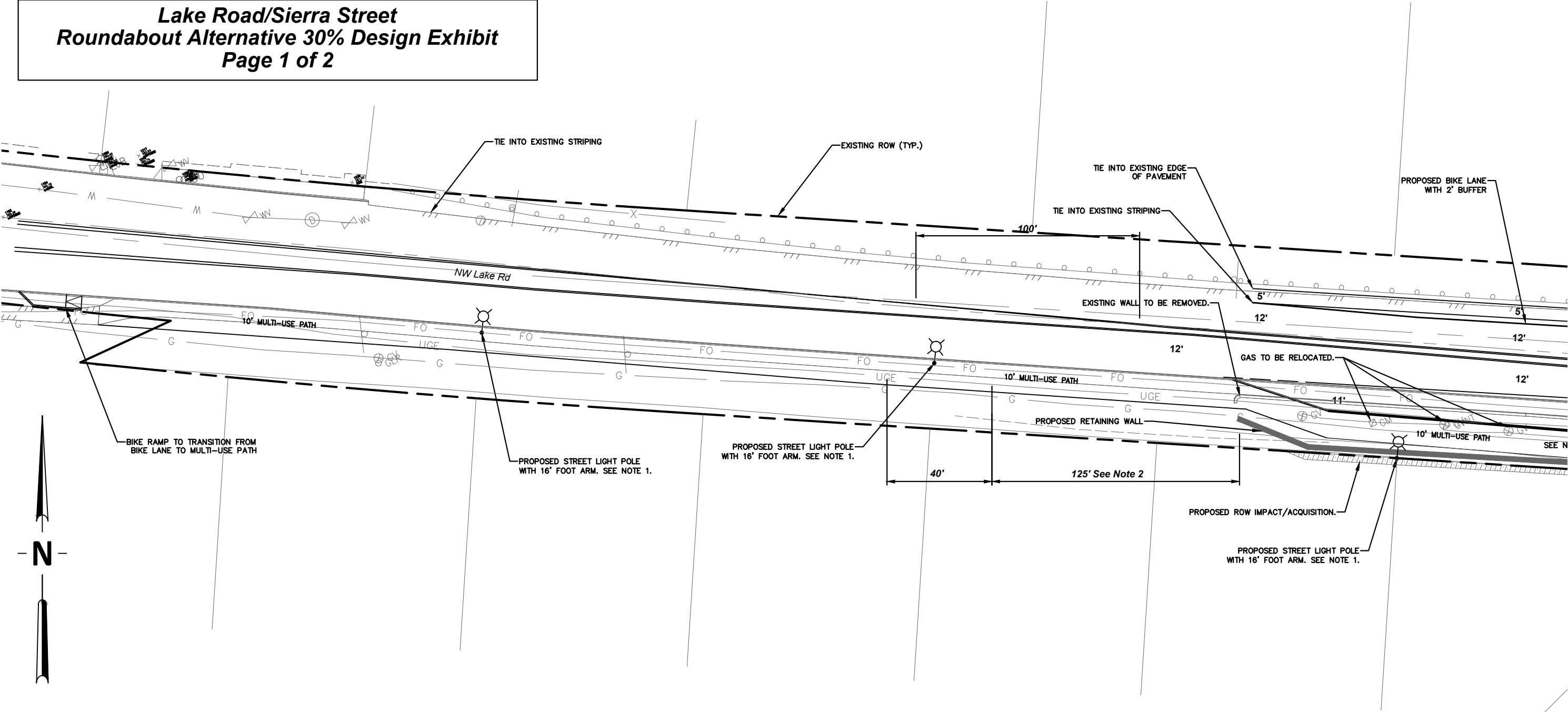


NOTES

1. ALL PROPOSED STREETLIGHTS WILL BE POWERED VIA EXISTING STREET LIGHTING SERVICE CABINET. ADDITIONAL INVESTIGATION WILL BE REQUIRED TO DETERMINE IF THIS IS POSSIBLE.

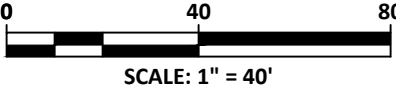
Intersection Light Level Targets (Signalized Alternative)				
Intersection	Target		Proposed	
	Avg Illuminance (fc)	Uniformity (Avg/Min)	Avg Illuminance (fc)	Uniformity (Avg/Min)
Lake Rd/Sierra St	1.4	3	1.8	3

Lake Road/Sierra Street  
Roundabout Alternative 30% Design Exhibit  
Page 1 of 2

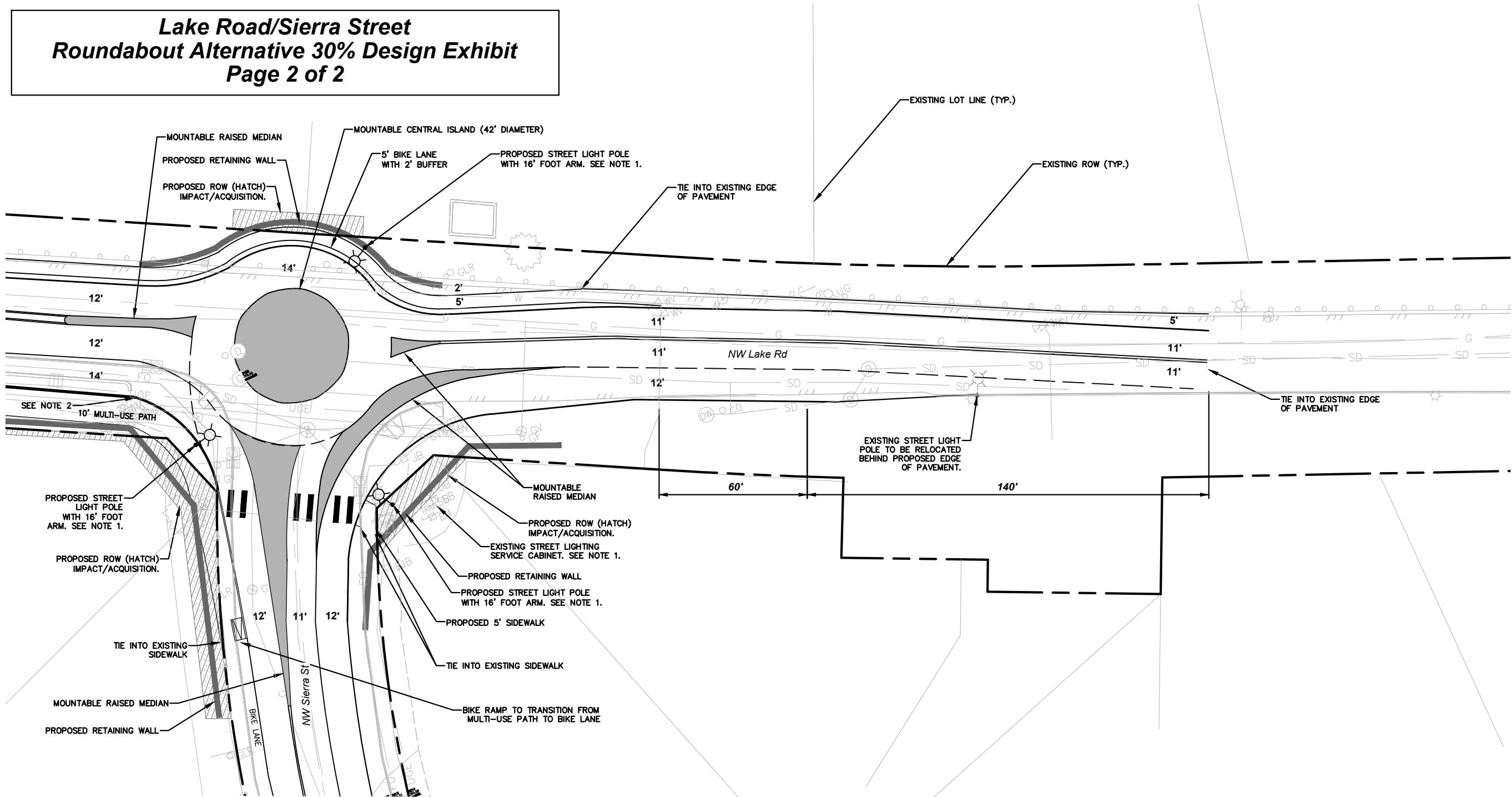


- NOTES**
- 1. NEW STREETLIGHT POLES SHALL BE SPACED APPROXIMATELY 180 FEET APART AND LOCATED AT PROPERTY LINES.
  - 2. 125' TAPER CONTINUES TO NEXT SHEET.

Roadway Light Level Targets				
Roadway Segment	Target		Proposed	
	Avg Luminance (cd/m^2)	Uniformity (Avg/Min)	Avg Luminance (cd/m^2)	Uniformity (Avg/Min)
Lake Rd West of Sierra St	0.9	3	1.0	3

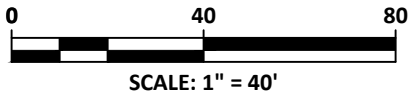


**Lake Road/Sierra Street  
Roundabout Alternative 30% Design Exhibit  
Page 2 of 2**

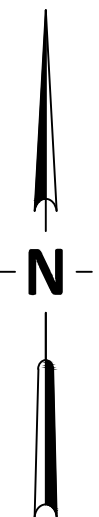


## NOTES

1. ALL PROPOSED STREETLIGHTS WILL BE POWERED VIA EXISTING STREET LIGHTING SERVICE CABINET. ADDITIONAL INVESTIGATION WILL BE REQUIRED TO DETERMINE IF THIS IS POSSIBLE.
2. END OF 125' TAPER.



Intersection Light Level Targets (Roundabout Alternative)				
Intersection	Target		Proposed	
	Avg Illuminance (fc)	Uniformity (Avg/Min)	Avg Illuminance (fc)	Uniformity (Avg/Min)
Lake Rd/Sierra St	1.4	3	1.9	2



# Appendix B

Conceptual Project Cost Estimates



**NW Lake Road and NW Sierra Street Intersection Improvements****ROM Project Cost Estimates**

10/30/2023

**Roundabout Option**

PROJECT COSTS					
Item #	Description	Unit	Quantity	Unit Price (\$)	Total (\$)
1	ROW acquisition	L.S.	1	\$150,000	\$150,000
2	Survey/Design/Permitting/Public Involvement	L.S.	1	\$250,000	\$250,000
3	Construction	L.S.	1	-	\$1,650,000
	General Conditions	L.S.	1	\$350,000	\$350,000
	Road Improvements	L.S.	1	\$700,000	\$700,000
	Roundabout	L.S.	1	\$200,000	\$200,000
	Stormwater Treatment	L.S.	1	\$140,000	\$140,000
	Steep Slope Impacts/Retaining Walls	L.S.	1	\$260,000	\$260,000
4	Construction Management/Inspection	L.S.	1	\$90,000	\$90,000
Sub Total					\$2,140,000
Contingency (30%)					\$642,000
Escalation (6%)					\$333,840
<b>TOTAL</b>					<b>\$3,115,840</b>

**Assumptions**

1. Two years of escalation and an October 2024 construction bid date
2. Survey, design, permitting, and public involvement costs assumed at approximately 15% of construction
3. Construction management and inspection costs assumed at approximately 5% of construction
4. Right of way costs include ROW consultant services and easement and land purchase.
5. Assumes no federal or WSDOT funding for design or construction

**Traffic Signal Option**

PROJECT COSTS					
Item #	Description	Unit	Quantity	Unit Price (\$)	Total (\$)
1	TCE acquisition	L.S.	1	\$20,000	\$20,000
2	Survey/Design/Permitting/Public Involvement	L.S.	1	\$150,000	\$150,000
3	Construction				\$995,000
	General Conditions	L.S.	1	\$200,000	\$200,000
	Road Improvements	L.S.	1	\$305,000	\$305,000
	Traffic Signal Equipment, Poles, Foundations	L.S.	1	\$155,000	\$155,000
	Vehicle Detection, Preemption	L.S.	1	\$30,000	\$30,000
	Conduit, Wiring, Trenches, Junction Boxes	L.S.	1	\$110,000	\$110,000
	Stormwater Treatment	L.S.	1	\$50,000	\$50,000
	Retain Wall	L.S.	1	\$145,000	\$145,000
4	Construction Management/Inspection	L.S.	1	\$50,000	\$50,000
Sub Total					\$1,215,000
Contingency (30%)					\$364,500
Escalation (6%)					\$94,770
<b>TOTAL</b>					<b>\$1,674,270</b>

**Assumptions**

1. One year of escalation and an October 2024 construction bid date
2. Survey, design, permitting, and public involvement costs assumed at approximately 15% of construction
3. Construction management and inspection costs assumed at approximately 5% of construction
4. Right of way costs include ROW consultant services and easement and land purchase.
5. Assumes no federal or WSDOT funding for design or construction

# Appendix C

DKS Traffic Analysis Memo September 2023

## TECHNICAL MEMORANDUM

DATE: September 22<sup>nd</sup>, 2023

TO: James E. Carothers, PE | City of Camas

FROM: Justin Sheets, PE, Alex Correa, EIT | DKS Associates

SUBJECT: NW Lake Road/NW Sierra Street Traffic Analysis

Project #24032-000

The following memorandum documents the traffic analysis performed at the NW Lake Road/NW Sierra Street intersection in Camas, Washington. This memorandum summarizes the existing conditions of the transportation facilities near the study intersection, existing operational conditions of the study intersection, safety analysis at the study intersection, and evaluates year 2045 operational conditions under different intersection improvement scenarios.

### EXISTING CONDITIONS

This section summarizes existing conditions of the NW Lake Road/NW Sierra Street study intersection, including discussion of existing transportation facilities, traffic data, safety analysis, and traffic operations.

### EXISTING TRANSPORTATION FACILITIES

The study intersection is located at NW Lake Road and NW Sierra Street in Camas, Washington. NW Lake Road is an east-west arterial that runs from the western city limits to NE Everett Street. NW Sierra Street is a north-south collector that runs from NW Lake Road to NW 43<sup>rd</sup> Avenue. The study intersection is located near several key vehicle trip generators to the east, such as two parks (Heritage Park, Lacamas Park) and three schools (Camas High School, Woodburn Elementary School, and Camas Community Education).

Today, the NW Sierra Street corridor has two five-foot curb-tight sidewalks on each side of the street. NW Lake Road includes a five-foot sidewalk on the south side of the street, west of the study intersection. East of the study intersection, NW Lake Road does not include any pedestrian facilities. There is currently a westbound bike lane on NW Lake Road, but there are no bike facilities along the other approaches to the study intersection. However, NW Lake Road does include an eastbound bike lane located west of the study intersection that terminates east of the NW Lake Road/NW Leadbetter Drive intersection.

The study intersection currently operates as stop-controlled on the minor approach (NW Sierra Street) with two northbound approach lanes (northbound left, northbound right), one eastbound approach lane (eastbound through/right), and two westbound approach lanes (westbound through, westbound left). The NW Lake Road approaches have a posted speed of 35 miles per hour (mph) and the NW Sierra Street approach has a posted speed of 25 mph. There are no transit facilities at or nearby the study intersection.

## TRAFFIC DATA

24-hour Average Daily Traffic (ADT) data was collected at the study intersection on June 6<sup>th</sup>, 2023 and June 7<sup>th</sup> 2023 while school was still in session. Turning Movement Counts (TMC) were also collected at the study intersection on the same day as the ADT counts were collected during the a.m. peak (7-9 a.m.) and p.m. peak (4-6 p.m.) hours. Table 1 below summarizes the ADT counts collected and Table 2 summarizes the highest vehicular volume hour of TMC counts collected. All raw count sheets are included in the Appendix.

**TABLE 1: 2023 AVERAGE DAILY TRAFFIC COUNT SUMMARY (2-DAY AVERAGE)**

ROADWAY	ADT (TWO-WAY)
LAKE ROAD	10,392
SIERRA STREET	5,258

**TABLE 2: 2023 TURNING MOVEMENT COUNT SUMMARY**

INTERSECTION	TURNING MOVEMENT COUNT					
	NBL	NBR	EBT	EBR	WBL	WBT
A.M. PEAK HOUR						
LAKE ROAD/SIERRA STREET	103	251	371	89	96	357
P.M. PEAK HOUR						
LAKE ROAD/SIERRA STREET	91	125	504	148	93	318

As seen in the TMC data, the a.m. peak hour generally has less traffic than the p.m. peak hour, except on the northbound approach, where a.m. northbound right turn volumes are twice that of the p.m. peak hour.

In addition to the ADT and TMC counts, speed data was obtained at the intersection on the same day that counts were collected. The 85<sup>th</sup> percentile and 50<sup>th</sup> percentile speeds near the intersection are summarized in Table 3.

**TABLE 3: 2023 SPEED DATA SUMMARY**

ROADWAY	POSTED SPEED (MPH)	85 <sup>TH</sup> PERCENTILE SPEED (MPH)	50 <sup>TH</sup> PERCENTILE SPEED (MPH)
LAKE ROAD (WEST OF SIERRA ST)	35	39	36
LAKE ROAD (EAST OF SIERRA ST)	35	39	34
SIERRA STREET	25	32	27

### SAFETY ANALYSIS

Crash data was obtained for the last five years of crash data available (2018-2022). The crash data was sourced from the City of Camas Crash Data online repository<sup>1</sup>. The crash data is summarized in Table 4.

**TABLE 4: CRASH DATA SUMMARY**

INTERSECTION	FATAL	SERIOUS INJURY	MINOR INJURY	POSSIBLE INJURY	PROPERTY DAMAGE ONLY	TOTAL
LAKE ROAD/SIERRA ST	0	0	0	0	4	4

As shown in Table 4, four crashes occurred at the intersection in the last five years, none of which resulted in injury. All crashes had different listed contributing circumstances, and no crashes indicated involvement with a pedestrian or cyclist. One crash involved a motorist exceeding the speed limit, another involved a motorist making an improper turn/merge, one involved a motorist failing to grant the right of way to another vehicle, and the last involved a driver becoming distracted while driving.

<sup>1</sup> <https://www.arcgis.com/apps/webappviewer/index.html?id=1f0770574b0b4a0b8749ca2e52713612>

## EXISTING TRAFFIC OPERATIONS

Level of service (LOS) ratings and volume-to-capacity (v/c) ratios are two commonly used performance measures to describe the operations of an intersection.

- **Level of Service (LOS):** A “report card” rating (A through F) based on the average delay experienced by vehicles at the intersection. LOS A, B, and C indicate conditions where traffic moves without significant delays over periods of peak hour travel demand. LOS D and E are progressively worse operating conditions. LOS F represents conditions where average vehicle delay has become excessive, and demand has exceeded capacity.
- **Volume-to-capacity (v/c) ratio:** A decimal representation (typically between 0.00 and 1.00) of the proportion of capacity that is being used at a turn movement, approach leg, or intersection. It is determined by dividing the peak hour traffic volume by the hourly capacity of a given intersection or movement. A lower ratio indicates smooth operations and minimal delays. As the ratio approaches 1.00, congestion increases, and performance is reduced. If the ratio is greater than 1.00, the turn movement, approach leg, or intersection is oversaturated and usually results in excessive queues and long delays.

The study intersection is under the jurisdiction of the City of Camas, which requires an operating standard of LOS D at arterial/collector intersections, such as the study intersection<sup>2</sup>.

Existing traffic operations at the study intersection was determined for the a.m. and p.m. peak hours based on the Highway Capacity Manual (HCM) 6th Edition methodology.<sup>3</sup> The results were then compared with the City of Camas’ minimum acceptable operating standards. Table 5 lists the estimated v/c ratio, delay, and LOS of the study intersection. HCM 6 worksheets are included in the appendix.

**TABLE 5: EXISTING (2023) INTERSECTION OPERATIONS**

INTERSECTION	OPERATING STANDARD	AM PEAK HOUR <sup>A</sup>			PM PEAK HOUR <sup>A</sup>		
		V/C RATIO	DELAY (SECS)	LOS	V/C RATIO	DELAY (SECS)	LOS
LAKE ROAD/SIERRA STREET	LOS D	0.23/0.51	8.8/36.4	A/E	0.20/0.49	9.4/39.4	A/E

<sup>A</sup> Results shown for two way stop controlled intersection are shown as major approach results/minor approach results.

As shown, the existing operations for the minor approach at the study intersection does not meet the City of Camas’ operating standards.

<sup>2</sup> [https://www.cityofcamas.us/sites/default/files/fileattachments/public\\_works/page/9501/transportation\\_impact\\_study.pdf](https://www.cityofcamas.us/sites/default/files/fileattachments/public_works/page/9501/transportation_impact_study.pdf)

<sup>3</sup> Highway Capacity Manual, 6th Edition, Transportation Research Board, 2016.

## FUTURE 2045 CONDITIONS

This section summarizes future conditions of the Lake Road/Sierra Street study intersection, including discussion of methods and assumptions used to discuss the planning scenarios used and traffic volumes forecasts, and a discussion about the operations and feasibility for each of the build options analyzed.

### METHODS AND ASSUMPTIONS

The following section details the methods and assumptions utilized to develop conditions for the future scenarios analyzed.

### DESIGN YEAR AND SCENARIOS

The design year for all future scenarios is 2045 - 20 years from the assumed year of opening. The following scenarios were analyzed as potential future options for intersection control at Lake Road/Sierra Street in the a.m. and p.m. peak hours.

1. No Build – This scenario maintains the current configuration of the study intersection, with a stop-controlled leg for the northbound movement and free flowing conditions on the east and west legs.
2. Signalization – This scenario would replace the current intersection control with a traffic signal at the study intersection and add an eastbound right turn lane with 200 feet of storage.
3. Roundabout – This scenario would replace the current intersection control with a single lane roundabout with an additional eastbound right turn lane and a northbound right turn slip lane.

### VOLUME FORECAST

Year 2045 scenario analysis utilized volumes developed for the 2023 Camas Transportation System Plan (TSP) update as a baseline for the forecast. The 2023 Camas TSP update volume forecasts use the SWRTC regional model to assign traffic volumes to the transportation system and considered the diversion effects of financially constrained projects to be built in the city by the TSP planning horizon. For the 2023 Camas TSP update, 2040 p.m. peak hour volumes were forecast. To adjust these to 2045 for the p.m. peak, a 1% growth rate was assumed between 2040 and 2045.

A.m. peak volumes were developed using the following steps:

1. Determine the percentage growth rate for each turning movement at the study intersection during the p.m. peak between the 2023 p.m. peak volumes collected for this project and the 2040 forecast volumes from the Camas TSP update.
2. Apply this growth rate to the 2023 a.m. peak volumes collected for this project.
3. Adjust to 2045 using a 1% growth rate for the 5 years between 2040 and 2045.

The 2045 a.m. and p.m. peak hour volume forecasts are shown in Table 6.

**TABLE 6: 2045 VOLUME FORECASTS**

PEAK HOUR	TURN MOVEMENT VOLUMES					
	NBL	NBR	EBT	EBR	WBL	WBT
A.M. PEAK HOUR	170	540	685	175	190	455
P.M. PEAK HOUR	150	270	930	290	185	405

## FUTURE SCENARIO OPERATIONS ANALYSIS

The following section details the operational results and geometric needs for each future scenario.

### SCENARIO 1: NO BUILD

This scenario shows the operational results of the intersection if no mitigations were made at the intersection in the design year.

No Build traffic operations at the study intersection was determined for the a.m. and p.m. peak hours based on the Highway Capacity Manual (HCM) 6th Edition methodology.<sup>4</sup> The results were then compared with the City of Camas' minimum acceptable operating standards. Table 7 lists the estimated v/c ratio, delay, and LOS of the study intersection. HCM 6 worksheets are included in the appendix. Table 8 shows the 95<sup>th</sup> percentile queuing that would be present under these conditions. Queuing information is obtained by averaging queues for 10 runs of SimTraffic (11<sup>th</sup> edition).

**TABLE 7: SCENARIO 1 (NO BUILD) INTERSECTION OPERATIONS**

INTERSECTION	OPERATING STANDARD	AM PEAK HOUR <sup>A</sup>			PM PEAK HOUR <sup>A</sup>		
		V/C RATIO	DELAY (SECS)	LOS	V/C RATIO	DELAY (SECS)	LOS
LAKE ROAD/SIERRA STREET	LOS D	0.29/2.83	11.8/>100	B/F	0.36/3.63	15.4/>100	C/F

<sup>A</sup> Results shown for two way stop controlled intersection are shown as major approach results/minor approach results.

<sup>4</sup> Highway Capacity Manual, 6th Edition, Transportation Research Board, 2016.

**TABLE 8: SCENARIO 1 (NO BUILD) QUEUING RESULTS**

SCENARIO	NBL	NBR	EBT	EBR	WBL	WBT
STORAGE SPACE	175'	400'	1750'	1750'	125'	1780'
A.M. PEAK HOUR 95 <sup>TH</sup> PERCENTILE QUEUE	<b>250'</b>	<b>&gt;1000'</b>	50'	50'	100'	150'
P.M. PEAK HOUR 95 <sup>TH</sup> PERCENTILE QUEUE	<b>250'</b>	<b>&gt;1000'</b>	50'	50'	150'	1175'

**BOLD AND RED** indicate queue that exceeds storage.

As shown in Tables 7 and 8, under No Build conditions the operating standards would fail to be met, and the 95<sup>th</sup> percentile queues for the northbound right, northbound left, and westbound through movements are expected to surpass the amount of storage.

## SCENARIO 2: SIGNALIZATION

This scenario shows the operational results of the intersection if the existing intersection control were replaced with a traffic signal in the design year.

### Signal Warrant Analysis

A necessary pre-requisite to the consideration of this alternative is determining whether the study intersection would meet traffic signal warrants per the Manual for Uniform Traffic Control Devices (MUTCD)<sup>5</sup>. The signal warrants evaluated include Warrant 1: Eight-Hour Vehicular Volumes and Warrant 2: Four-Hour Vehicular Volumes. To determine if these warrants are met, the 24-hour ADT counts collected for this study were used to determine the vehicular traffic on both the major and minor roadway.

Warrant 1 is met if either/both conditions are satisfied from Table 4C-1 of the MUTCD for eight hours of vehicle volume. The geometry of the existing intersection indicates that the volume thresholds necessary for meeting Condition A of this warrant are 500 on the major approach (total of both approaches) and 150 on the minor approach (one direction only). The volumes thresholds for Condition B are 750 on the major approach (total of both approaches) and 75 for the minor approach. Table 9 below shows the number of hours in the day that these thresholds are met at the intersection.

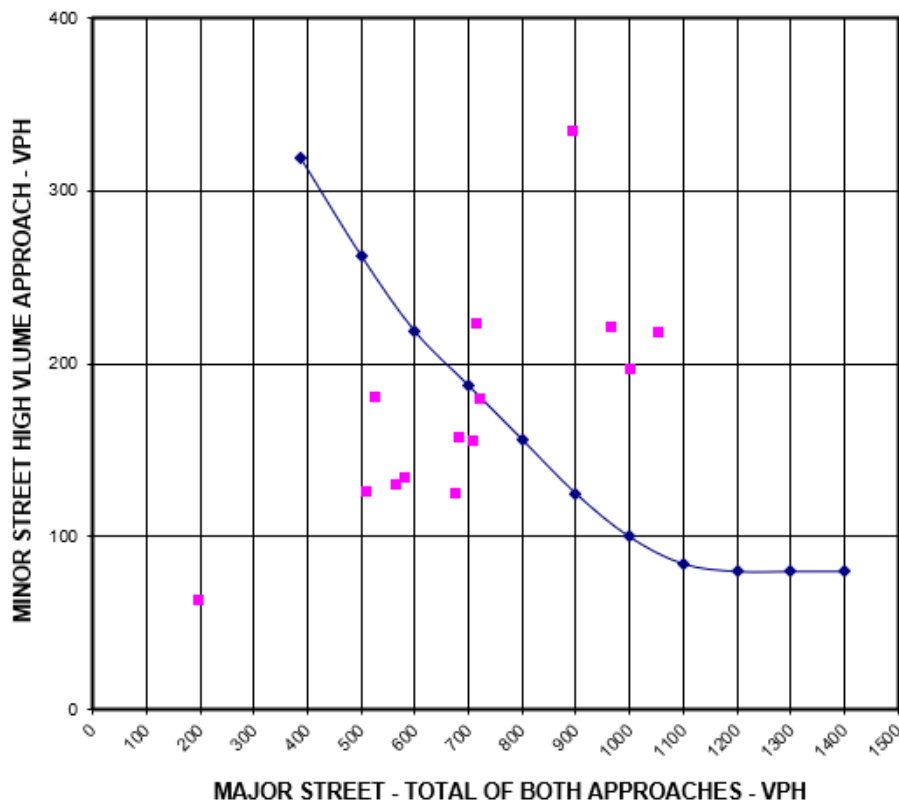
<sup>5</sup> <https://mutcd.fhwa.dot.gov/htm/2009/part4/part4c.htm>

**TABLE 9: WARRANT 1 RESULTS**

WARRANT CONDITION	HOURS EXCEEDING VOLUME THRESHOLDS	HOURS REQUIRED TO MEET WARRANT
CONDITION A	9	8
CONDITION B	4	8

Warrant 2 is met if 4 hours of the vehicle volumes, when plotted on the graph presented in MUTCD Figure 4C-1, fall above the appropriate curve. Figure 1 shows the hourly volumes at the study intersection plotted on Figure 4C-1.

**Figure 4C-1 (Figure 4C-2 if using 70% Factor)**  
**Warrant 2 - Four-Hour Vehicular Volume**

**FIGURE 1: SIGNAL WARRANT 2 RESULTS**

Utilizing MUTCD methodology for Signal Warrant Analysis, both Warrant 1 and Warrant 2 are met under existing conditions without reduction factors.

### **Geometric Requirements**

Intersection operations analysis revealed necessary changes to the intersection geometry that would be necessary to see operations that meet mobility standards. Namely, it will be vital to widen the west leg of Lake Road to include a dedicated eastbound right turn lane approaching the new signalized intersection. This dedicated right turn lane is necessary because of the high volume of eastbound through movements present at the intersections, particularly in the p.m. peak.

### **Signalization Assumptions**

The following signal timing assumptions were made for the operations analysis of the signalized intersection scenario:

- 100 second cycle length.
- Minimum recall on eastbound and westbound through movements.
- Protected-permissive phasing for westbound left movements.
- Protected with overlap phasing for northbound right movements.
- Right-turn-on-red is allowed.

### **Intersection Operations**

Signalized traffic operations at the study intersection were determined for the a.m. and p.m. peak hours based on the Highway Capacity Manual (HCM) 6th Edition methodology. The results were then compared with the City of Camas' minimum acceptable operating standards. Table 11 lists the estimated v/c ratio, delay, and LOS of the study intersection. HCM 6 worksheets are included in the appendix. Table 12 shows the 95<sup>th</sup> percentile queuing that would be present under these conditions. Queuing information is obtained by averaging queues for 10 runs of SimTraffic (11<sup>th</sup> edition).

**TABLE 10: SCENARIO 2 (SIGNALIZATION) INTERSECTION OPERATIONS**

INTERSECTION	OPERATING STANDARD	AM PEAK HOUR <sup>A</sup>			PM PEAK HOUR <sup>A</sup>		
		V/C RATIO	DELAY (SECS)	LOS	V/C RATIO	DELAY (SECS)	LOS
LAKE ROAD/SIERRA STREET	LOS D	0.93	20.5	C	0.73	12.3	B

**TABLE 11: SCENARIO 2 (SIGNALIZATION) QUEUING RESULTS**

SCENARIO	NBL	NBR	EBT	EBR	WBL	WBT
STORAGE SPACE	175'	400'	1750'	300'	125'	1780'
A.M. PEAK HOUR 95 <sup>TH</sup> PERCENTILE QUEUE	<b>275'</b>	<b>550'</b>	800'	275'	<b>150'</b>	600'
P.M. PEAK HOUR 95 <sup>TH</sup> PERCENTILE QUEUE	150'	225'	800'	300'	<b>150'</b>	350'

**BOLD AND RED** indicate queue that exceeds storage.

As shown in Tables 11, under signalized conditions the expectation is that operating standards would be met. Based on the results in Table 12, the new eastbound right turn lane must be at least 300 feet to meet queuing needs, and the northbound left turn lane needs to be extended to accommodate storage needs. Moreover, the westbound left turn lane should be extended by at least 25 feet to meet queuing needs and the northbound right turn lane 95<sup>th</sup> percentile a.m. peak hour queue will spill back past 45<sup>th</sup> Avenue.

### SCENARIO 3: ROUNDABOUT

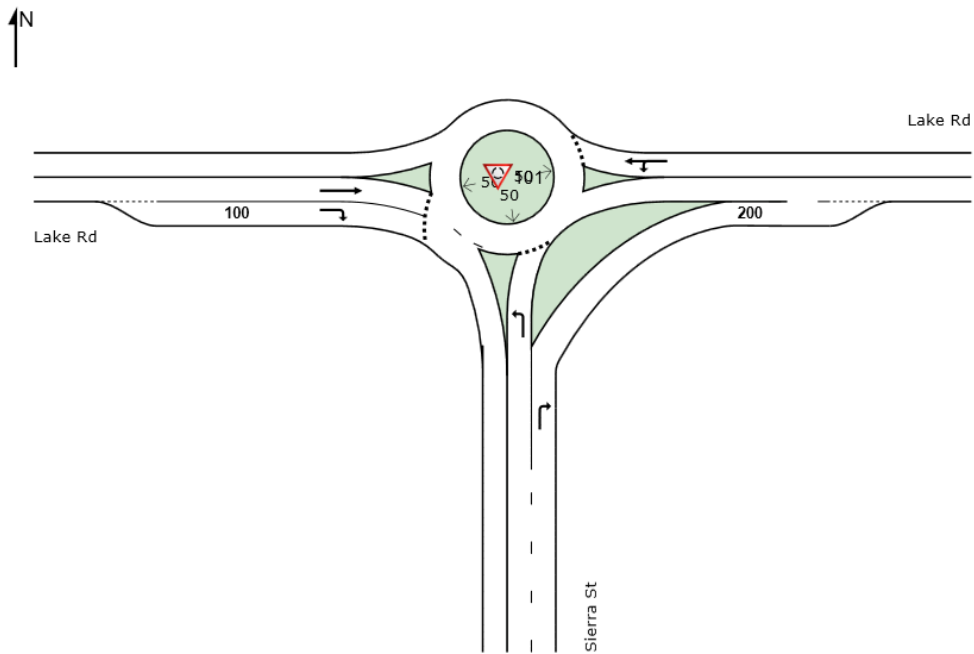
This scenario shows the operational results of the intersection if the existing intersection control were replaced with a roundabout in the planning horizon year.

#### Geometric Requirements

The geometric design requirements for a roundabout are a very important consideration any time a roundabout is being considered as an intersection control type. At the site of the study intersection, there is a significant grade drop that makes it challenging to widen to the north, and widening south of the intersection is also challenging due to utility conflicts and right of way constraints. In testing the type of roundabout that would meet operational needs in 2045, the first iteration was a single lane roundabout on all approaches. This approach was determined to fail in the p.m. peak because there is not enough capacity under these conditions to accommodate eastbound traffic (1.16 v/c ratio on west leg). Failure would also occur in the a.m. peak because there is not enough capacity to accommodate northbound traffic (1.56 v/c). The high level of eastbound through

movements do not provide enough gaps for northbound traffic, resulting in significant delays and queuing.

In order to meet mobility standards, additional lanes were added to the roundabout to alleviate the capacity constraints given the site characteristics and context of surrounding roadways. The final roundabout layout includes an additional eastbound right turn only lane, and an additional northbound right turn slip lane. Figure 2 below shows a snip from the Sidra model used for analysis of the final layout.



**FIGURE 2: SCENARIO 3 ROUNDABOUT LAYOUT**

Storage lengths shown for turn lanes in Figure 2 were used as placeholders and should be refined based on site conditions in the design phase. The northbound right turn slip lane shown is schematic, the radius of the median separating the slip lane from the roundabout is shown for illustrative purposes only. The specific geometrics will be determined in the conceptual design section of the alternatives analysis.

### Intersection Operations

Roundabout traffic operations at the study intersection were determined for the a.m. and p.m. peak hours based on the Highway Capacity Manual (HCM) 6th Edition methodology. The results were then compared with the City of Camas' minimum acceptable operating standards. Table 13 lists the estimated v/c ratio, delay, and LOS of the study intersection. HCM 6 worksheets are included in the appendix. Table 14 shows the 95<sup>th</sup> percentile queuing that would be present under these conditions. Queuing information is obtained by using queues reported in the movement summary of Sidra 9<sup>th</sup> Edition Reports.

**TABLE 12: SCENARIO 3 (ROUNDAABOUT) INTERSECTION OPERATIONS**

INTERSECTION	OPERATING STANDARD	AM PEAK HOUR <sup>A</sup>			PM PEAK HOUR <sup>A</sup>		
		V/C RATIO	DELAY (SECS)	LOS	V/C RATIO	DELAY (SECS)	LOS
LAKE ROAD/SIERRA STREET	LOS D	0.78	11.9	B	0.83	13.0	B

**TABLE 13: SCENARIO 3 (ROUNDAABOUT) QUEUING RESULTS**

SCENARIO	NBL	NBR	EBT	EBR	WBT/L
STORAGE SPACE	175'	400'	1750'	50'	1780'
A.M. PEAK HOUR 95 <sup>TH</sup> PERCENTILE QUEUE	30'	0'	425'	20'	200'
P.M. PEAK HOUR 95 <sup>TH</sup> PERCENTILE QUEUE	30'	0'	650'	50'	100'

**BOLD AND RED** indicate queue that exceeds storage.

As shown in Table 11, operating standards would be met under the proposed roundabout design. Based on the results in Table 12, the new eastbound right turn lane must be at least 50 feet to meet queuing needs but should be built out to the maximum length feasible to benefit operations in the p.m. peak.

## CONCLUSIONS

Overall, based on intersection operational analyses alone, both Build Scenario 2 and Build Scenario 3 would be able to accommodate the projected traffic in 2045 at the NW Lake Road/NW Sierra Street intersection under the assumed geometric layouts. However, while both options operate in 2045 with relatively low delays, especially compared with the No Build, each option presents challenges under the future volume projections.

Due to the high amount of northbound right turning traffic, this movement is expected to have queuing in the a.m. peak hour that will spillback through the NW 45<sup>th</sup> Avenue intersection under a traffic signal configuration. For the roundabout alternative, a northbound right turn slip lane is critical for intersection operations. However, given the geometric constraints and existing roadway width east of the intersection along NW Lake Road, this option has additional physical challenges and is more expensive financially.

Lastly, it is worth noting that this report is meant to summarize the results of the traffic operational performance of the proposed scenarios. Further detailed alternatives analysis between Build Scenario 2 and Build Scenario 3 is needed to determine the appropriate intersection treatment.