



City Council Regular Meeting Agenda
Monday, May 15, 2023, 7:00 PM
Council Chambers, 616 NE 4th AVE

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

To observe the meeting (no public comment ability)

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

To participate in the meeting (able to public comment)

- go to <https://us06web.zoom.us/j/88544014593>

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

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

CONSENT AGENDA

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

1. [May 1, 2023 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [\\$1,593,000 Boulder East Timber Salvage Bid Award to NW Timber, LLC
\(Submitted by Rob Charles, Utilities Manager\)](#)
4. [Sprint/T-Mobile Lease Amendment and Renewal \(Submitted by Rob Charles,
Utilities Manager\)](#)
5. [\\$2,055,354 Jones Timber Salvage Bid Award to High Cascade, Inc. \(Submitted by
Rob Charles, Utilities Manager\)](#)

NON-AGENDA ITEMS

6. Staff
7. Council

MAYOR

8. Mayor Announcements
9. [Taiwanese American Heritage Week Proclamation](#)
10. [National Public Works Week Proclamation](#)
11. [Water Safety Month Proclamation](#)
12. [Military Appreciation Month Proclamation](#)
13. [Asian American, Native Hawaiian and Pacific Islander Heritage Month Proclamation](#)

MEETING ITEMS

14. [Resolution 23-004 Revised Position Description for the Camas Public Library](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
[Time Estimate: 5 minutes](#)

PUBLIC COMMENTS

CLOSE OF MEETING



City Council Workshop Minutes - draft
Monday, May 01, 2023, 4:30 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

ROLL CALL

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

Remote: Council Member Tim Hein

Excused: Council Member Don Chaney

Staff: Sydney Baker, Heidi Bealer, Rob Charles, Cliff Free, Cathy Huber Nickerson, Michelle Jackson, Trang Lam, Shyla Nelson, Doug Quinn, Bryan Rachal, Heather Rowley, Connie Urquhart, and Steve Wall

Press: No one from the press was present

Mayor Hogan invited Shawn MacPherson to introduce the new Assistant City Attorney, Kelly Hickok.

PUBLIC COMMENTS

Leah Nicholson, Camas, commented about the Camas Farmers Market.

Phillip Mitchell, Camas, commented about fireworks.

WORKSHOP TOPICS

1. Library Staffing Reorganization
Presenter: Connie Urquhart, Library Director

A resolution for this item will be placed on the May 15, 2023 Regular Meeting Agenda for Council's consideration.

2. City of Camas 2023 First Quarter Financial Performance Presentation
Presenter: Cathy Huber Nickerson, Finance Director

This item was for Council's information only.

3. Lease Amendment Sprint/T-Mobile at Lower Prune Hill
Presenter: Rob Charles, Utilities Manager

This item will be placed on the May 15, 2023 Consent Agenda for Council's consideration.

4. Staff Updates
Presenter: Doug Quinn, City Administrator

Urquhart commented on the Camas Public Library Exhibit, Common Threads, which is open May through June 2023.

Quinn thanked staff for their efforts with Polish Sister Cities visit.

COUNCIL COMMENTS AND REPORTS

Nohr commented on the Joint Policy Advisory Committee (JPAC) and attended the Downtown Camas Association's (DCA) Camas Spring Clean Up Day.

Boerke attended the City/Schools Committee meeting, the DCA's Camas Spring Clean Up Day and commented about the Polish Sister Cities visit.

Carter attended the JPAC and the Finance Committee meetings and commented about the Equity, Diversity, Inclusion ad-hoc committee.

Lewallen attended the City/Schools Committee meeting, an Association of Washington Cities (AWC) meeting and commented about the Ward 3 Town Hall and the upcoming Regional Transportation Council (RTC) meeting.

Senescu attended the Planning Commission meeting, the Police Chief candidates meet and greet, the ribbon-cutting for Lily and commented about the Ward 3 Town Hall.

Hein attended the C-TRAN board meeting, commented about the skatepark construction and thanked staff for their efforts with the Polish Sister Cities visit and the Everett Street project.

Mayor Hogan commented about the proposed Washington State income tax.

PUBLIC COMMENTS

Chris Graley, Camas, thanked the Council for their service.

CLOSE OF MEETING

The meeting closed at 5:36 p.m.



City Council Regular Meeting Minutes - Draft
Monday, May 01, 2023, 7:00 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Marilyn Boerke, Bonnie Carter, Don Chaney, Leslie Lewallen, John Nohr, and Jennifer Senescu

Remote: Council Member Tim Hein

Staff: Sydney Baker, Heidi Bealer, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Doug Quinn, Bryan Rachal, Heather Rowley, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record (joined at 7:02 p.m.)

PUBLIC COMMENTS

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

No one from the public wished to comment.

CONSENT AGENDA

- 1. \$727,509.51 Automated Clearing House and Claim Checks 153940 to 153033
- 2. Camas City Council April 17, 2023 Workshop and Regular Meeting Minutes

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

NON-AGENDA ITEMS

- 3. Staff

There were no staff updates.

- 4. Council

Carter commented about the Downtown Camas Association's (DCA) First Friday

event.

Senescu commented about the Camas Lions Club Spring Shred event.

Chaney announced that see he will not be seeking re-election and commented about the proposed Washington State income tax.

MAYOR

5. Mayor Announcements

Mayor Hogan commented about the proposed Washington State income tax. Discussion ensued.

MEETING ITEMS

6. Northwest 14th Avenue Improvements Bid Award Presenter: James Carothers, Engineering Manager

It was moved by Boerke, and seconded, that all bids be rejected and to direct staff to rebid the project. The motion carried unanimously.

7. Brady and Grand Ridge Intersection Improvements Bid Award Presenter: James Carothers, Engineering Manager

It was moved by Carter, and seconded, to waive the minor bid irregularity as outlined in the Staff Report and that the bid be awarded to Odyssey Contracting, LLC for the amount of \$247,584.35 and authorize the Mayor or designee to sign the contract and change orders up to 10 percent of the original contract amount. The motion carried unanimously.

8. PFAS Product Liability Litigation Agreement Presenter: Steve Wall, Public Works Director

It was moved by Chaney, and seconded, to approve the PFAS Legal Services Agreement. The motion carried unanimously.

PUBLIC COMMENTS

No one from the public wished to comment.

CLOSE OF MEETING

The meeting closed at 7:36 p.m.



Staff Report – Consent Agenda

May 15, 2023 Council Regular Meeting

\$1,593,000 Boulder East Timber Salvage Bid Award to NW Timber, LLC (Submitted by Rob Charles, Utilities Manager)

Phone	Email
360.817.7003	rcharles@cityofcamas.us

BACKGROUND: The Nakia Creek Fire burned 568 of the City’s 1,700 acres of land in the Jones and Boulder Creek Watersheds in the fall of 2022. Due to burned areas, it was necessary to expedite the timber salvage in the burn areas while the lumber still hold value to mills. The Boulder East Unit (approximately 184 acres) is the third and last area which was sent out to receive contractor bids for salvage logging.

SUMMARY: The engineer’s estimate of revenues for the project was \$1,404,000. The City received one bid proposal for the timber salvage for the Boulder East Unit.

- **NW Timber, LLC - \$1,593,000**

BENEFITS TO THE COMMUNITY: Salvaging of timber is healthy for any watershed to minimize the risk of future fire. In the case of the Nakia Creek Fire, salvage of this timber will minimize future fires in this high-risk area as well as allow for healthy growth of new plantings which replace the salvaged timber.

BUDGET IMPACT: Different from other typical bids received by the City, for this project the City is accepting the highest bid amount in the form of Water Revenue from NW Timber, LLC. The \$1,593,000 in revenue from this project will be put back into the Water Fund to help fund future activities in the watershed plus fund other water projects.

RECOMMENDATION: Staff recommends the City Council authorize the Mayor to sign a contract with NW Timber, LLC in the amount of \$1,593,000.

SECOND AMENDMENT TO AND REINSTATEMENT OF FACILITIES LEASE

THIS SECOND AMENDMENT TO AND REINSTATEMENT OF FACILITIES LEASE (“**Second Amendment**”) is entered into effective on the date of the last party to execute this Second Amendment (“**Effective Date**”), by and between City of Camas (“**LESSOR**”), and Sprint Spectrum Realty Company, LLC (formerly a limited partnership), successor in interest to Sprint Spectrum LLC (formerly a limited partnership) (“**LESSEE**”).

RECITALS

WHEREAS, LESSOR and LESSEE (or their predecessors in interest) entered into that certain **Facilities Lease** dated May 1, 1999 as amended by **Amendment No. 1 to Facilities Lease** dated November 16, 2012 (“**Agreement**”), whereby LESSOR leased to LESSEE certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Agreement (collectively, the “**Site**”), that are a portion of the property located at 600 NW 18th Loop, Camas, WA (“**Property**”);

WHEREAS, LESSOR and LESSEE hereby affirm that, as of the date hereof: (i) no breach or default by LESSOR or Lessee occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Second Amendment, are in full force and effect, with no defenses or offsets thereto;

WHEREAS, LESSOR and LESSEE desire to reinstate and extend the Agreement and add additional renewal terms to the Agreement; and

WHEREAS, LESSOR and LESSEE, in their mutual interest, wish to amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE hereby agree as follows:

1. Extension of Term of Agreement. The parties agree that the term of the Agreement shall be extended to **April 30, 2033** (“**Extended Term**”). Such Extended Term shall be deemed to have automatically commenced on the same terms and conditions of the Agreement (except as modified herein), immediately upon the expiration of the final term contemplated by the Agreement.

2. Renewal Terms. Upon the expiration of the Extended Term, and notwithstanding anything to the contrary in the Agreement, LESSEE shall have the right to renew the term of the Agreement for up to two (2) additional and successive five (5) year periods (each a “**Renewal Term**”). Each Renewal Term shall automatically commence, on the same terms and conditions of the Agreement, without further action by LESSEE or LESSOR, unless (i) the Agreement is sooner terminated in accordance with its terms or (ii) Either LESSEE provides LESSOR or LESSOR provides LESSEE with written notice of its intention not to renew at least sixty (60) days prior to the expiration of the Extended Term or of any **Renewal Term**.

3. Rent. The amount of rent payable during the Extended Term and each Renewal Term shall be as follows, notwithstanding any different rental rates or escalation factors set forth in the Agreement:

(a) From and after May 1st, 2023 (the “**Extended Term Commencement Date**”), LESSEE shall pay LESSOR or designee, as rent, two thousand three hundred dollars and 00/100 (\$2,300.00) per month (“**Rent**”). Prior to the Extended Term Commencement Date, the Rent amount shall

be as set forth in the Agreement. Where duplicate Rent payment would occur, a corollary credit shall be applied by LESSOR for any prepayment of Rent by LESSEE applicable to the month that contains the Extended Term Commencement Date. Thereafter, Rent will be payable monthly in advance by the fifth (5th) day of each month to LESSOR at LESSOR's address as provided below. Notwithstanding the foregoing or anything to the contrary contained in the Agreement as amended by this Amendment (the "**Lease**"), further additions, upgrades or modifications to the Antenna Facilities shall not require LESSOR consent or an increase in Rent or the payment of any other additional charges or fees. The parties hereby agree that, as of the date of this Amendment, there are no payment obligations of LESSEE under the Lease, including but not limited to the payment of Rent, or other costs or fees, that are overdue; and that any future charges payable under the Lease by LESSEE shall be billed by LESSOR to LESSEE within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred, waived and released by LESSOR.

(b) For any Renewal Terms, Rent shall be adjusted, effective on the first day of each Renewal Term, to an amount equal to three percent (3%) of the Rent in effect immediately prior to the adjustment date.

4. Notices. All notices, requests, demands and communications under the Lease will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LESSOR:

City of Camas
Attn: Utilities Manager
11608 NE 107th St.
Camas, WA 98662

LESSEE:

Sprint Property Services
Sprint Site ID: PO33XC138
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to:
Sprint Law Department
Attn: Real Estate Attorney
Sprint Site ID: PO33XC138
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, Kansas 66251-2020

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

5. Required Consents. LESSOR represents and warrants that LESSOR has obtained all required consents in connection with entering into this First Amendment (including, without limitation, all

master LESSOR, lender and secured party consents, if applicable). If any other consent, authorization or approval of LESSOR is required or requested by LESSEE from time to time under the Lease, such approval, consent or authorization shall not be unreasonably withheld, conditioned or delayed.

6. **Recording of Documents.** LESSOR approves and agrees to cooperate with the recording of the Memorandum of Lease Amendment and Restatement attached hereto as **Schedule II** and incorporated herein (together with such changes therein as may be required to comply with local law and requirements) in the recording jurisdiction where the Property is located.

7. **Supplemental Terms and Conditions.** The Agreement is amended to incorporate all the provisions set forth on **Schedule I** attached hereto and hereby incorporated by reference herein. The provisions set forth on said Schedule supplement and affirm LESSEE's rights under the Agreement, and shall not be construed to limit or waive, any of the rights of LESSEE under the Agreement.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall govern and control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect in accordance with its terms and conditions.

9. **Miscellaneous.** LESSOR acknowledges that: (a) LESSOR has read and understands this Second Amendment and the underlying Agreement and (b) LESSOR has been advised and is informed that if LESSOR does not enter into this Second Amendment, the underlying Agreement between LESSOR and LESSEE, including any termination or non-renewal provisions therein, will remain in full force and effect in accordance with its terms. LESSOR hereby acknowledges that LESSEE's facilities and use of the Site as of the Effective Date are in conformity with the Agreement. This Second Amendment may be executed in multiple counterparts. Signatures hereon sent by facsimile, e-mail or other electronic means shall be treated as original signatures.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Second Amendment effective as of the Effective Date.

LESSOR:

City of Camas

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE:

**Sprint Spectrum Realty Company, LLC, a
Delaware limited liability company**

By:  _____

Print Name: **Eamon O'Leary** _____

Title: **Sr Area Director** _____

Date: **4.12.23** _____

TMO
Legal

Digitally
signed by
TMO Legal
Date:
2023.04.04
08:31:23
-04'00'



TMO Signatory Level: L04/L05

SCHEDULE I

Second Amendment to and Reinstatement of Facilities Lease Agreement

1. **Improvements.**

(a) **Equipment Relocation & Modification.** LESSEE shall relocate its existing Antenna Facility to accommodate LESSOR'S plans to demolish and replace the existing south water reservoir on the property. LESSOR shall be required to remove its existing Antenna Facility from the south reservoir. LESSEE shall be permitted to relocate its Antenna Facility to the north reservoir as shown in the attached Exhibit B-2 which is incorporated herein by this reference. LESSEE'S relocated Antenna Facility depicted on Exhibit B-2 shall include a 416 square foot leased Premises for ground equipment and space on the north water reservoir for its antennas and ancillary equipment. Exhibit B and Exhibit B-1 is deleted in its entirety and shall no longer have any effect. All references in the Agreement to Exhibit B shall also apply to this Exhibit B-2.

(b) **Use of Premises.** The following shall replace Section 4. USE OF PREMISES of the Facilities Lease in its entirety:

LESSEE may update or replace the Antenna Facility from time to time with 60 day notification to LESSOR provided that the replacement facilities are in their same location within the Leased Space and not greater in number or size or different in type, color or shape or height than the existing facilities. In the event that technological or engineering changes warrant an alternative design that does not meet the above design criteria, LESSOR may approve an alternative design for the Antenna Facility provided that the appearance of the antennas and equipment is compatible with the existing facilities. Tenant must submit an application to the City of Camas Planning Department for either a minor or major modification when replacing or adding antennas or equipment. LESSEE shall submit to LESSOR a written request for any such change and any supplemental materials as may be requested, for LESSOR's evaluation and approval. Except as may be required by FAA or FCC requirements, no lights or signs may be installed on the Premises or as part of the Antenna Facility. LESSEE further agrees to monitor the Antenna Facility for fire, smoke, intrusion, and A/C power failure by LESSEE's 24-hour electronic surveillance system. In connection therewith, LESSEE has the right to do all work necessary to prepare and maintain the Premises for LESSEE's business operations and to install transmission lines connecting the antennas to the transmitters and receivers, after sufficient notice, review and approval by the LESSOR. All of LESSEE's construction and installation work shall be performed at LESSEE's sole cost and expense and in a good and workmanlike manner, in the determination of LESSOR. LESSEE shall be responsible for obtaining and maintaining any permits or licenses required for its work, including land use permits. LESSOR shall also submit a construction schedule to LESSOR for the LESSOR's approval.

(c) **Liens:** The following shall replace Section 17. LIENS of the Facilities Lease in its entirety:

LESSEE shall keep the premises free and clear of all liens, including mechanic's, materialmen's, or other liens for work or labor done, and liens for services, materials, appliances and power performed, contributed, furnished or used or to be used in or about the premises, or in connection with any operations of LESSEE, or any alteration, improvement, repair, or addition which LESSEE

may make, permit, or cause to be made or any work or construction by, for, or permitted by LESSEE on or about the premises. LESSEE shall not be responsible for liens caused by LESSOR's activities on the premises.

Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of LESSOR, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman, for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the premises or any part thereof, nor as giving LESSEE any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the premises or any part thereof.

In the event that any lien, charge, or order for the payment of money described as the responsibility of LESSEE in this section is filed against LESSOR or any portion of the premises, LESSOR shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after notice from LESSOR to LESSEE, in the manner provided herein, of the filing thereof; and Lessee shall indemnify and save harmless LESSOR against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

2. **Access to Leased Space.** LESSEE shall have reasonable access to the Leased Space 24 hours a day, 7 days a week. Lessee will be provided 24 hour 7 days a week access to the site through a control pad with a specific access code, or other similar type of access control, provided by the city. LESSOR retains and reserves the right to access the Leased Space at all times. LESSEE, its agents, independent contractors, or sub-contractors shall, upon leaving the Leased Space, ensure that the Leased Space is in the condition as required pursuant to Section 7 of the Facilities Lease.

3. **Termination.** The following shall replace Section 20. TERMINATION of the Facilities Lease in its entirety. Except as may otherwise be expressly provided in this Schedule, the Lease may be terminated, without any penalty or further liability as follows:

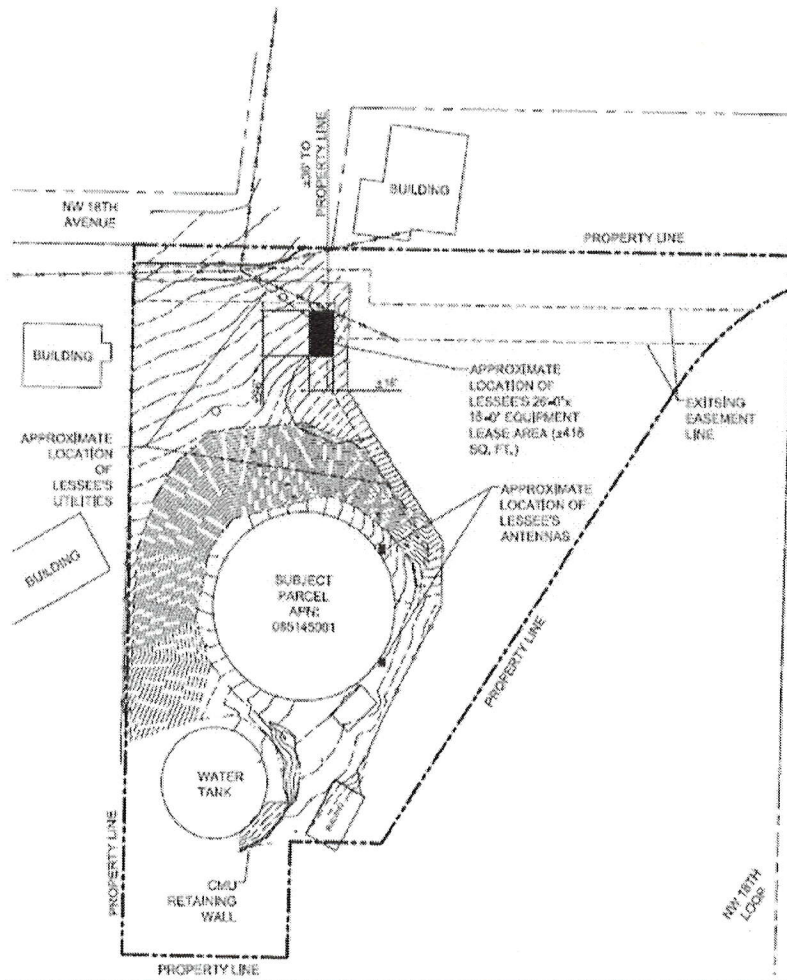
(a) upon thirty (30) days' written notice by LESSEE if LESSEE determines that the Property or the Antenna Facilities are inappropriate or unnecessary for LESSEE's operations for economic or technological reasons; or

(b) by LESSEE, as of an annual anniversary of the Commencement Date or Effective Date, provided LESSEE provides LESSOR written notice of such termination at least ninety (90) days prior to such annual anniversary.

(c) upon three hundred sixty (360) days' written notice by LESSOR, for any reason as determined by the City in its reasonable discretion.

The foregoing termination rights are in addition to any other termination rights of LESSEE set forth in the Agreement.

EXHIBIT B-2 (PAGE 1 OF 1)



SCHEDULE II

Second Amendment to and Reinstatement of Facility Lease

Memorandum of Facility Lease Agreement and Reinstatement

MEMORANDUM OF LEASE AMENDMENT AND REINSTATEMENT

This Memorandum of Lease ("Memorandum") dated as of _____ is entered into between City of Camas ("LESSOR") and Sprint Spectrum Realty Company, LLC, a Delaware limited liability company ("LESSEE") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of ten (10) years which term commenced on May 1st, 2023, and will expire at midnight on April 30, 2033. LESSEE shall have the right to extend this Lease for two (2) additional and successive five-year terms.

This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

LESSOR: City of Camas
By: _____ [NOT FOR EXECUTION]
Printed Name: _____
Title: _____
Date: _____

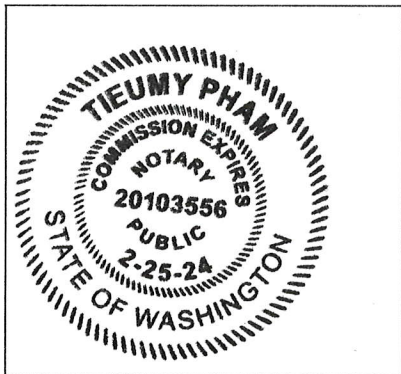
LESSEE: Sprint Spectrum Realty Company, LLC, a Delaware limited liability company
By: _____ [NOT FOR EXECUTION]
Printed Name: _____
Title: _____
Date: _____

[Notary block for LESSEE]

State of Washington)
County of King) ss.

I certify that I know or have satisfactory evidence that Eamon O'Leary is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Sr. Director of Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 04.12.2023



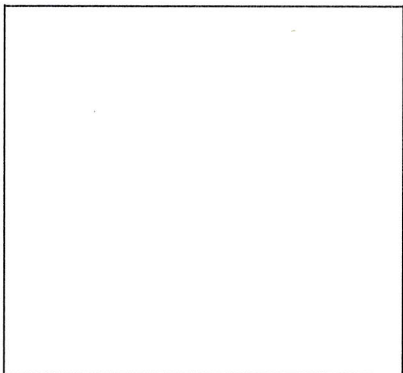
Tieumy Pham
Notary Public
Print Name TIEUMY PHAM
My commission expires 02.26.24

[Notary block for LESSOR]

State of _____)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

Memorandum of Lease Amendment and Restatement**Exhibit A - Legal Description**

The Property is legally described as follows:

BEGINNING at the Northeast corner of Section 10, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington; thence West 200 feet; thence South $16^{\circ}55'$ West, to a point 337.31 feet South and 309.21 feet West of beginning; thence East 189.21 feet to the Southeast corner of that tract sold to J.H. VanBuskirk; thence North to the center of County Road; thence Northeasterly along the center of County Road to the East line of said Section 10; thence North to beginning. ALSO BEGINNING at a point that is 403.5 feet South and 286.8 feet West of the Northeast corner of Section 10, Township 1 North, Range 3 East, Willamette Meridian, and running thence West 80 feet; thence along the existing fence on the North side, West 20.31 feet; thence North parallel with the East of said Section 10, a distance of 403.5 feet, more or less, to the North line of said Section 10; thence East following the North line of said Section 10, a distance of 187.11 feet to a point which is 200 feet West of the Northeast corner of said Section 10; thence in a Southwesterly direction following the East line of Tax Lot 18 in said Section 10 to a line running North and South that is parallel to the East line of said Section 10 286.8 feet West thereof; thence South parallel with the East line of said Section 10 to the point of beginning. EXCEPT any portion within N.W. 18th Avenue and N.W. 18th Avenue Loop.

MEMORANDUM OF LEASE AMENDMENT AND RESTATEMENT

This Memorandum of Lease ("Memorandum") dated as of _____ is entered into between City of Camas ("LESSOR") and Sprint Spectrum Realty Company, LLC, a Delaware limited liability company ("LESSEE") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of ten (10) years which term commenced on May 1st, 2023, and will expire at midnight on April 30, 2033. LESSEE shall have the right to extend this Lease for two (2) additional and successive five-year terms.

This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

LESSOR: City of Camas

By: _____

Printed Name: _____

Title: _____

Date: _____

LESSEE: Sprint Spectrum Realty Company, LLC, a Delaware limited liability company

By: _____

Printed Name: **Eamon O'Leary**

Title: **Sr Area Director**

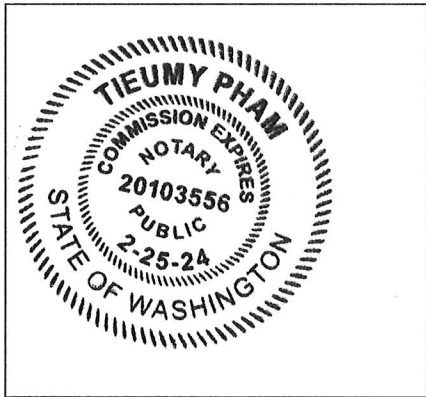
Date: **4.12.23**

[Notary block for LESSEE]

State of Washington)
County of King) ss.

I certify that I know or have satisfactory evidence that Eamon O'Leary is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Sr. Director of Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 04.12.2023



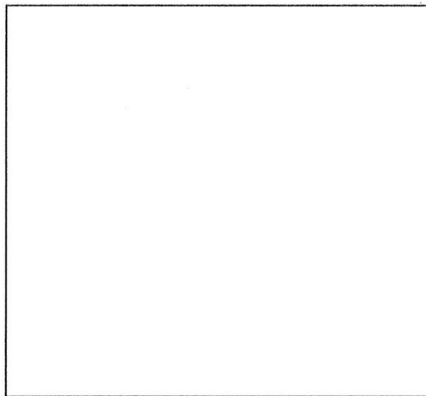
Tieumy Pham
Notary Public
Print Name TIEUMY PHAM
My commission expires 02-25-24

[Notary block for LESSOR]

State of _____)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

Memorandum of Lease Amendment and Restatement

Exhibit A - Legal Description

The Property is legally described as follows:

BEGINNING at the Northeast corner of Section 10, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington; thence West 200 feet; thence South $16^{\circ}55'$ West, to a point 337.31 feet South and 309.21 feet West of beginning; thence East 189.21 feet to the Southeast corner of that tract sold to J.H. VanBuskirk; thence North to the center of County Road; thence Northeasterly along the center of County Road to the East line of said Section 10; thence North to beginning. ALSO BEGINNING at a point that is 403.5 feet South and 286.8 feet West of the Northeast corner of Section 10, Township 1 North, Range 3 East, Willamette Meridian, and running thence West 80 feet; thence along the existing fence on the North side, West 20.31 feet; thence North parallel with the East of said Section 10, a distance of 403.5 feet, more or less, to the North line of said Section 10; thence East following the North line of said Section 10, a distance of 187.11 feet to a point which is 200 feet West of the Northeast corner of said Section 10; thence in a Southwesterly direction following the East line of Tax Lot 18 in said Section 10 to a line running North and South that is parallel to the East line of said Section 10 286.8 feet West thereof; thence South parallel with the East line of said Section 10 to the point of beginning. EXCEPT any portion within N.W. 18th Avenue and N.W. 18th Avenue Loop.



Staff Report – Consent Agenda

May 15, 2023 Council Regular Meeting

\$2,055,354 Jones Timber Salvage Bid Award to High Cascade, Inc. (Submitted by Rob Charles, Utilities Manager)

Phone	Email
360.817.7003	rcharles@cityofcamas.us

BACKGROUND: The Nakia Creek Fire burned 568 of the City’s 1,700 acres of land in the Jones and Boulder Creek Watersheds in the fall of 2022. Due to burned areas, it was necessary to expedite the timber salvage in the burn areas while the lumber still hold value to mills. The Jones Unit Salvage logging (approximately 204 acres) is the second area that was sent out to receive contractor bids.

SUMMARY: The engineer’s estimate on revenues for the salvage logging was \$1,396,500. The City received three bid proposals for the timber salvage for the Jones Unit.

- **High Cascade, Inc** - **\$2,055,354**
- NW Timber, LLC - \$1,968,134
- Hampton Tree Farms, LLC - \$1,635,326

BENEFITS TO THE COMMUNITY: Salvaging of timber is healthy for any watershed to minimize the risk of future fire. In the case of the Nakia Creek Fire, salvage of this timber will minimize future fires in this high-risk area as well as allow for healthy growth of new plantings which replace the salvaged timber.

BUDGET IMPACT: Different from other typical bids received by the City, for this project the City is accepting the highest bid amount in the form of Water Revenue from High Cascade, Inc. The \$2,055,354 in revenue from this project will be put back into the Water Fund to help fund future activities in the watershed plus fund other water projects.

RECOMMENDATION: Staff recommends the City Council authorize the Mayor or designee to sign a contract with High Cascade, Inc. in the amount of \$2,055,354.



May 16, 2023

Garrett Stump
High Cascade, Inc.
PO Box 415
Carson, WA 98610

Subject: *Notice of Award – Jones Salvage Timber Sale*
City Project: W1026

Dear Mr. Stump:

The purpose of this letter is to advise you that your company was awarded the contract for the above referenced project at the City Council Meeting of May 15, 2023, for your total bid price of \$2,055,354.00 (estimated 4,900 MBF at unit bid price \$419.46/MBF). The award of this contract provides for timber for sale of all merchantable timber within the timber sale boundary and construction and maintenance of access roads per contract documents.

Please submit the following items at the preconstruction conference:

- Signed contract, will be sent to you via DocuSign
- Initial Deposit of \$175,000 (bid deposit of \$25,000 will be applied)
- Performance Security in the amount of \$100,000
- ACORD Certificate of Insurance naming the following as additional insured:
 - The City of Camas and its officers, elected officials, employees, agents, and volunteers
 - AKS Engineering and Forestry, LLC
- Letter identifying your E.E.O. Officer
- Letter identifying your superintendent and one after-hours emergency telephone number
- Construction schedule

Please contact Rob Charles, Utilities Manager, at rcharles@cityofcamas.us to schedule the preconstruction conference and with any questions.

Please contact Bryce Hanson, AKS Engineering and Forestry, at bryceh@aks-eng.com with any technical questions related to the project.

Sincerely,

Steven R. Wall, P.E.
Public Works Director

cc: Rob Charles, Ronda Syverson, Tara Carlin, file
Bryce Hanson, AKS Engineering and Forestry

~ PROCLAMATION ~

WHEREAS, America has been continually renewed and enriched by people from diverse backgrounds; and

WHEREAS, each brings their unique heritage, which over time becomes part of our shared heritage; and

WHEREAS, generations of Asian Americans have helped make America what it is today; and

WHEREAS, there are more than 500,000 Taiwanese Americans in the United States, with a significant Taiwanese American community in Camas, WA; and

WHEREAS, Taiwanese Americans have made indispensable contributions to the diversity and prosperity of American society as successful and notable artists, Nobel Laureate scientists, researchers, human rights activists, and business leaders; and

WHEREAS, Taiwanese Americans are proud of their roots and of their vital role in strengthening our nation; and

WHEREAS the year 2023 marks the 44th anniversary of the enactment into law of the 1979 "Taiwan Relations Act," which – together with the 1982 "Six Assurances" – forms the cornerstone of U.S.-Taiwan relations; and

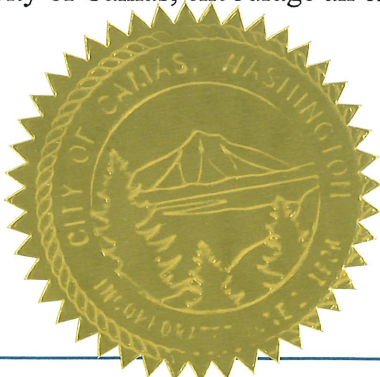
WHEREAS this week recognizes the longstanding friendship between the United States and Taiwan; and

WHEREAS, during this special week, Taiwanese Americans can embrace America's diversity and celebrate our shared traditions that make America a great nation;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim the week of May 14-20, 2023, as:

“Taiwanese American Heritage Week”

in the City of Camas, encourage all citizens to join in this observance.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 15th day of May 2023.

Steve Hogan, Mayor

~ PROCLAMATION ~

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, water resources, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety, and comfort of the City of Camas community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works managers and staff; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, the City of Camas currently has close to 70 hardworking individuals serving the City of Camas community who take pride in providing the highest levels of services given the resources available;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim the week of May 21-27, 2023, as:

“National Public Works Week”

in the City of Camas and urge all citizens to acquaint themselves with the issues involved in providing our public works and to recognize the contributions that City of Camas public works managers and staff make daily to our health, safety, comfort, and quality of life.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 15th day of May 2023.

Steve Hogan, Mayor

~ PROCLAMATION ~

WHEREAS, the citizens of the Camas recognize the vital role that swimming and aquatic-related activities contribute to good physical and mental health and enhance the quality of life for all people; and

WHEREAS, the City of Camas is a thriving, cohesive community that values and stewards its parks, open spaces, and natural bodies of water; and

WHEREAS, the Camas community enjoys access and recreational activities in and around multiple bodies of water, including Lacamas Lake, Lacamas Creek, Round Lake, Fallen Leaf Lake, Washougal River, Columbia River, and along small streams; and

WHEREAS, the City of Camas is aware of the contributions made by the recreational water industry to provide programs and healthy places to recreate, learn and grow, build self-esteem, confidence, and sense of self-worth, which contributes to the quality of life in our community; and

WHEREAS, nationally an estimated 11 people die each day from unintentional drowning; and

WHEREAS, drowning is the second leading cause of death among children ages one to fourteen; and

WHEREAS, it is understood that Water Safety education plays an essential part in preventing drowning and recreational water-related injuries; and

WHEREAS it is vitally important to communicate information about Water Safety rules and programs to families and individuals of all ages, including private pool owners or visitors to public facilities, lakes, rivers, and waterparks;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim May 2023, as:

“Water Safety Month”

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



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 15th day of May 2023.

Steve Hogan, Mayor

~ PROCLAMATION ~

WHEREAS, for generations, Camasonians have proudly served our nation during times of conflict and peace; and

WHEREAS, our brave service men and women, their families, and their loved ones have made great sacrifices to protect the freedom we enjoy; and

WHEREAS, Washington is 6th in the nation in the number of active-duty military, with more than 69,000 military personnel and their families serving and more than 19,000 reservists.

WHEREAS, our state's active-duty military and more than 500,000 veterans impart courage, honor, and valor to their fellow Washingtonians; and

WHEREAS, these service members and veterans are true leaders in our community and are integral to the success, advancement, and prosperity of our City; and

WHEREAS, during Military Appreciation Month, we are reminded of the vital role the United States Armed Forces have played in the history and development of our country, state, and community and of our responsibility as Americans to support and honor the selfless service of our military families; and

WHEREAS, this month and throughout the year, we recognize our Washington, and more specifically, our Camas service members and veterans, and remember with deep gratitude the men and women who have given their lives in defense of our freedom;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim May 2023, as:

“Military Appreciation Month”

in the City of Camas and encourage all citizens this month and throughout the year to observe, celebrate, and honor our active-duty Armed Forces members and veterans.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 15th day of May 2023.

Steve Hogan, Mayor

~ PROCLAMATION ~

WHEREAS, During Asian American, Native Hawaiian, and Pacific Islander Heritage Month, our City recognizes the innumerable contributions and vibrant cultures of the AA and NHPI communities; and

WHEREAS, the AA and NHPI communities have worked and lived in Washington and the City of Camas and have played a part in the rich cultural heritage of this area, and our community, while touching the lives of Camasonians every day; and

WHEREAS, these communities are an integral part of the beautiful diversity of the state of Washington, with more than 700,000 individuals making this group one of the fastest-growing in the state; and

WHEREAS, Asian American, Native Hawaiian, and Pacific Islander Heritage Month provides the opportunity to educate the public on the role of these communities in American history and celebrate the advancement of civil rights and equal opportunity for all people of this state; and

WHEREAS, this month allows us to recommit ourselves to building a community in which every Camasonian — regardless of who they are, where they come from, or what they look like, has an equal opportunity to thrive;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim May 2023, as:

***“Asian American, Native Hawaiian and
Pacific Islander Heritage Month”***

in the City of Camas and encourage all citizens this month and throughout the year to observe, celebrate, and honor our Asian American, Native Hawaiian, and Pacific Islanders.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 15th day of May 2023.

Steve Hogan, Mayor



Staff Report

May 15, 2023 Council Regular Meeting

Resolution 23-004 Revised Position Description for the Camas Public Library

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

BACKGROUND: At the May 1 Council Workshop, Camas Library Director Connie Urquhart presented a proposed staff reorganization for the library. The reorganization includes the title revision of an adopted position within the bargaining group OPEIU, Local 11. The position of Programming and Outreach Coordinator is being revised to Library Coordinator. The salary for this position will remain the same.

SUMMARY:

As part of the Library’s strategic plan, a reorganization of staff to meet the needs of the community and the future of the library is necessary. This restructuring includes a change in title for this position and will allow for additional staff to be reclassified to meet the needs of the library. This will also help retain employees and allow for leadership and succession planning for the future.

BUDGET IMPACT: There is no budget impact related to the title change. The budget impact for the reclassification of two staff into this position is approximately \$50k for the biennium.

RECOMMENDATION: Staff recommends Resolution 23-004 be adopted by Council.

RESOLUTION NO. 23-004

A RESOLUTION adopting a revised position in the
Camas Public Library

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

I

There is hereby created in the Camas Public Library a new position entitled Library
Coordinator. Such position is a revision of the Programming and Outreach Coordinator
position. This position shall be represented by OPEIU, Local 11 and shall perform such
duties as shall be outlined in any job description proscribed by the City, as may be revised
from time to time. The position description is attached hereto as Exhibit "A" and shall be
effective as of June 1, 2023.

II

PASSED BY the Council and approved by the Mayor this 15th day of May 2023.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

City of Camas
 Union Status: Represented
 March 2023

LIBRARY COORDINATOR

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

JOB OBJECTIVES

Under direction, this position will plan, coordinate, and evaluate the activities and operations of an assigned division of the City's Library, while providing a full range of exceptional public service.

ESSENTIAL FUNCTION STATEMENTS

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

Develop, plan, publicize, and evaluate traditional and innovative programs for all ages that serve the needs of the community, including but not limited to reading programs, annual events, programs with a focus on early literacy, one-time events, and recurring programs.

Develop, foster, and maintain strong and effective relationships with outside agencies to introduce and promote Library services and programs to Camas residents of all ages. Facilitate the Library's outreach efforts by coordinating the Library's presence at community and school events; organize offsite Library programs; represent the Library in the community as assigned.

Enhance patrons' experience using the Library through the coordinated facilitation of communications, graphics, marketing, exhibits, displays, social media, wayfinding, improved convenience, self-directed programming, and technology.

Write grant proposals and seek alternate funding sources for initiatives which support the Library's mission and strategic plan.

At the direction of the Library Director, develop and execute contracts.

Provide leadership and training for staff and volunteers. Coordinate and review the work of assigned staff and volunteers; assign work and projects; monitor workflow; review and evaluate work products, methods, and procedures; lead meetings.

Participate on the Materials Selection Team at the direction of the Technology & Collections Manager. Maintain awareness of trends in publishing, merchandising, and circulation; catalog and process new items; weed items from the collection as assigned.

Provide a full range of services to the public, including but not limited to reference, readers advisory, device and printing assistance, and account help while keeping ever-present the Library's mission, vision, values, and equity statement; enforce Library policies; prepare facility for opening and closing.

Other duties as assigned.

AUXILIARY FUNCTION STATEMENTS

Follow all safety rules and procedures established for work area.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Public library services and functions.

Principles and practices of:

- Library programming for all ages.
- Childhood development and literacy skills development.
- Community outreach.
- User experience for libraries.
- Public relations and marketing for libraries.
- Collection development, maintenance, and management.
- Access, search, retrieval, reference, readers advisory, and customer service.

English usage, spelling, grammar, and punctuation.

Pertinent federal, state and local laws, codes and regulations.

Ability to:

Provide leadership for long- and short- term projects.

Model effective time management skills.

Motivate, direct, and coordinate the work of assigned staff and volunteers.

Identify emerging community issues and determine their relevance to Library services and collections.

Stay current in area of subject matter expertise through continuous professional development.

Assist in the formulation and implementation of the Library's strategic plan.

Respond to and resolve customer service issues regarding materials, services, or programs, or experiences.

Represent the concerns and issues of staff, patrons, and volunteers to management.

Maintain a budget within assigned area.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain positive and successful professional relationships both internally and externally.

Handle multiple competing priorities and tasks, adapt to change, and make informed decisions.

Lead and work effectively and positively in a collaborative team environment.

Work competently with office equipment, MSOffice applications, library applications and technological innovations in a variety of formats.

Education and Experience Guidelines

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

Education:

Masters degree in Library Science or Library and Information Science from an ALA accredited college or university; a Bachelor’s degree and relevant experience may be substituted at the Library Director’s discretion.

Experience:

Two years in a public library providing service with experience relevant to this position.

PHYSICAL DEMANDS AND PHYSICAL CONDITION

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

Environment: Library environment; extensive public contact

Mobility: Incumbents require sufficient mobility to work in and outside of a library setting, operate office equipment; extensive and recurring walking, standing, bending, crouching, stooping, and reaching; regular lifting of moderately heavy items.

Vision: Vision sufficient to read small print, computer screens and other printed documents.

Hearing and Speech: Sufficient clarity of speech and hearing to be able to communicate effectively.

Other factors: Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be required to travel to work outreach events within the city and outside city boundaries to attend meetings or training.