



City Council Workshop Agenda Monday, April 19, 2021, 4:30 PM REMOTE MEETING PARTICIPATION

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

How to join meeting:

OPTION 1 -

1. Go to www.zoom.us to download the app
 - Or, click "Join A Meeting" and paste Meeting ID – 956 8212 0328
2. Or, from any device click <https://zoom.us/j/95682120328>
3. Follow the prompts and wait for host to start meeting

OPTION 2 - Join by phone (audio only):

1. Dial 877-853-5257
2. Enter meeting ID #956 8212 0328, and then ##

For Public Comment:

1. Click the raise hand icon in the app
 - By phone, hit *9 to "raise your hand"
2. Or, email to publiccomments@cityofcamas.us (400 word limit)

Emails received by one hour before the start of the meeting are emailed to Council. During public comment, the clerk will read each email's submitter name, subject, and date/time received. Emails received up to one hour after the meeting are emailed to Council and attached to meeting minutes.

SPECIAL MEETING

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

WORKSHOP TOPICS

1. Recognition of 25-Year Anniversary for Chuck Nadgwick, Police Sergeant
Presenter: Mitch Lackey, Chief of Police
2. [Lake Road and Everett Street Overview Presentation](#)
Presenter: [James Carothers, Engineering Manager](#)

3. [Memorandum of Understanding Regarding the Camas School District Latecomer Agreement](#)
[Presenter: Steve Wall, Public Works Director](#)
4. [Pet Waste Campaign Interlocal Agreement](#)
[Presenter: Steve Wall, Public Works Director](#)
5. [2021 Citywide Pavement Preservation Update](#)
[Presenter: Denis Ryan, Public Works Operations Center](#)
6. [City Contract Discussion \(Resolution No 16-009\)](#)
[Presenter: Jamal Fox, City Administrator and Cathy Huber Nickerson, Finance Director](#)
7. Staff Miscellaneous Updates
Presenter: Jamal Fox, City Administrator

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

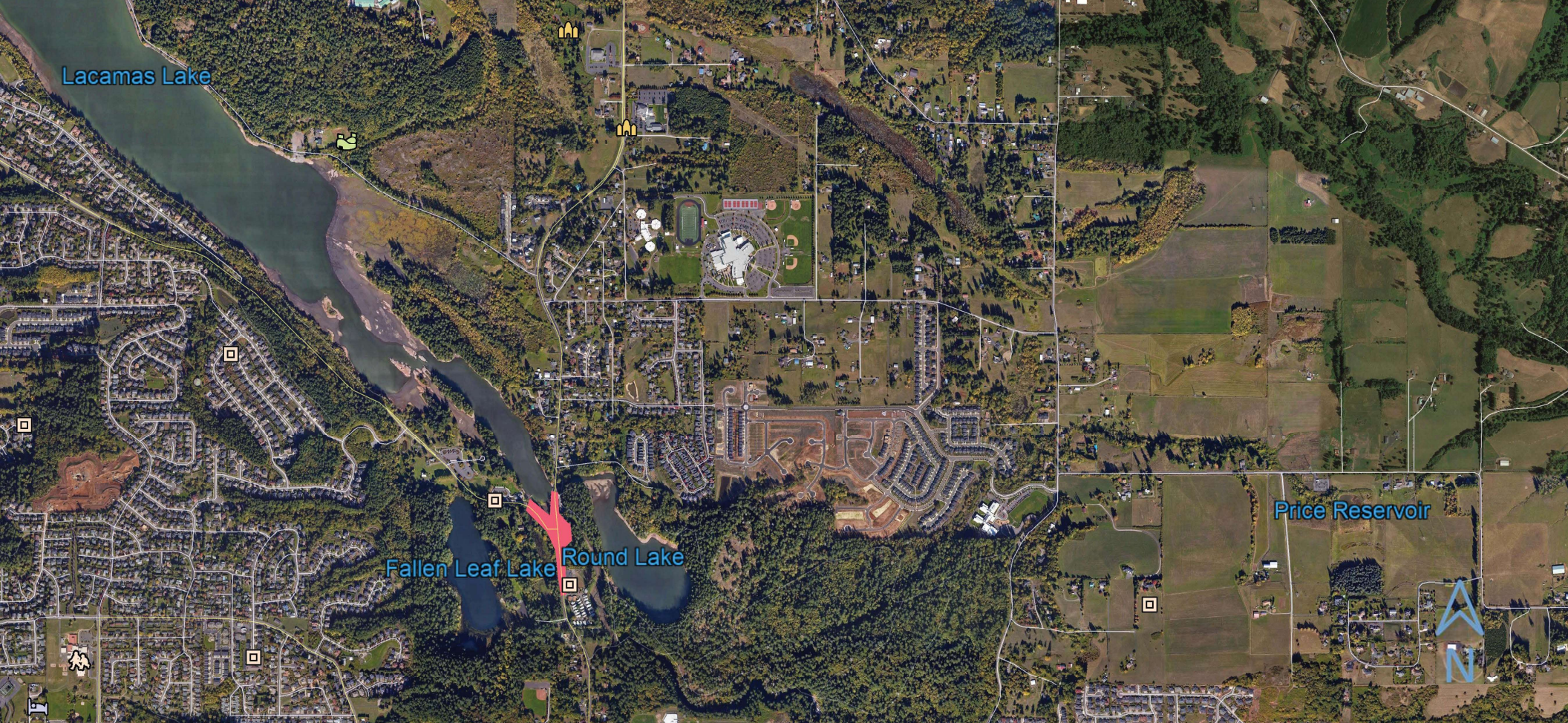
ADJOURNMENT



NE Lake Road & NE Everett Street (SR-500) Intersection Improvements

Project Overview

Project Map



Before



Everett Street looking south toward existing intersection

Before



Lake Road looking east toward intersection

Before



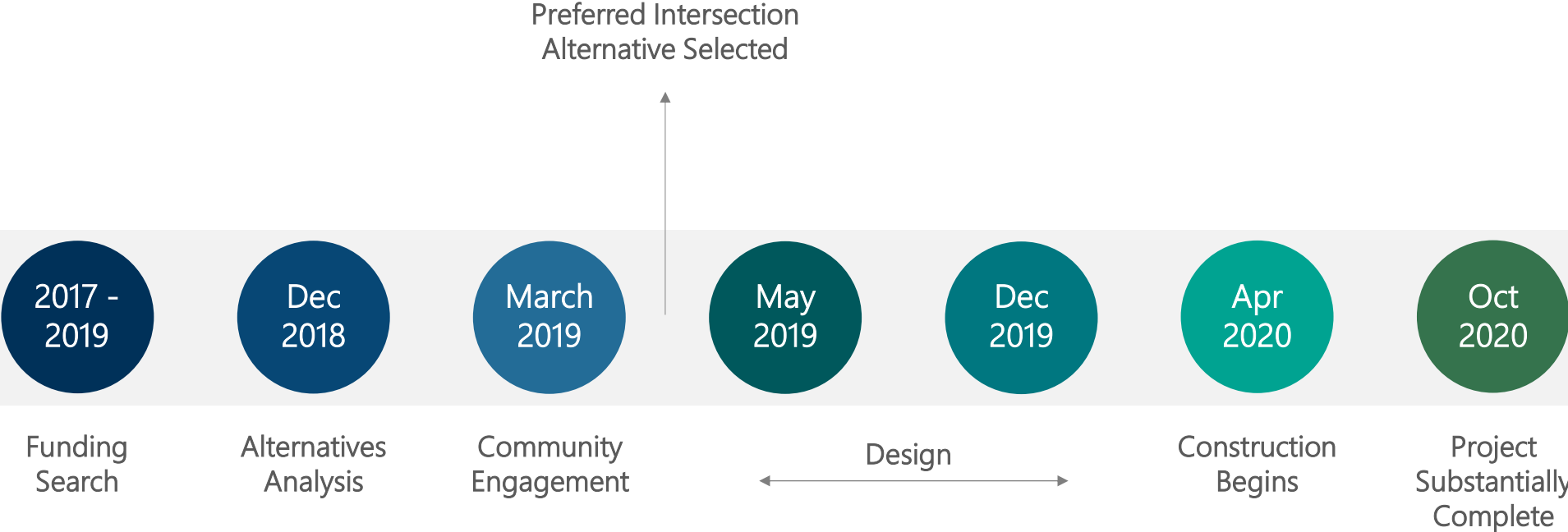
Everett Street south of intersection, looking south toward Camas Produce

Project Objectives

- Determine Intersection Type
- ALLEVIATE CONGESTION ASAP!!!
- Maintain Traffic Through Construction
- Improve Pedestrian and Bicyclist Access
- Enhance Overall Aesthetics
- Install Water Transmission Mains

- Provide Stormwater Treatment
- Address Environmental Concerns
- Preserve American Chestnut Tree
- Provide Hiking Access Between Parks
- Improve Access to Businesses

Project Schedule



Concept Video



After

Lake Road looking towards roundabout



Landscaping in NW corner of intersection





After



Construction Challenges



Shallow Sandstone/
Water Alignment



Utility Coordination



Traffic Control
and Staging



Maintaining Access
to Businesses

Shallow Sandstone/Water Alignment





Utility Coordination



Traffic Control and Staging

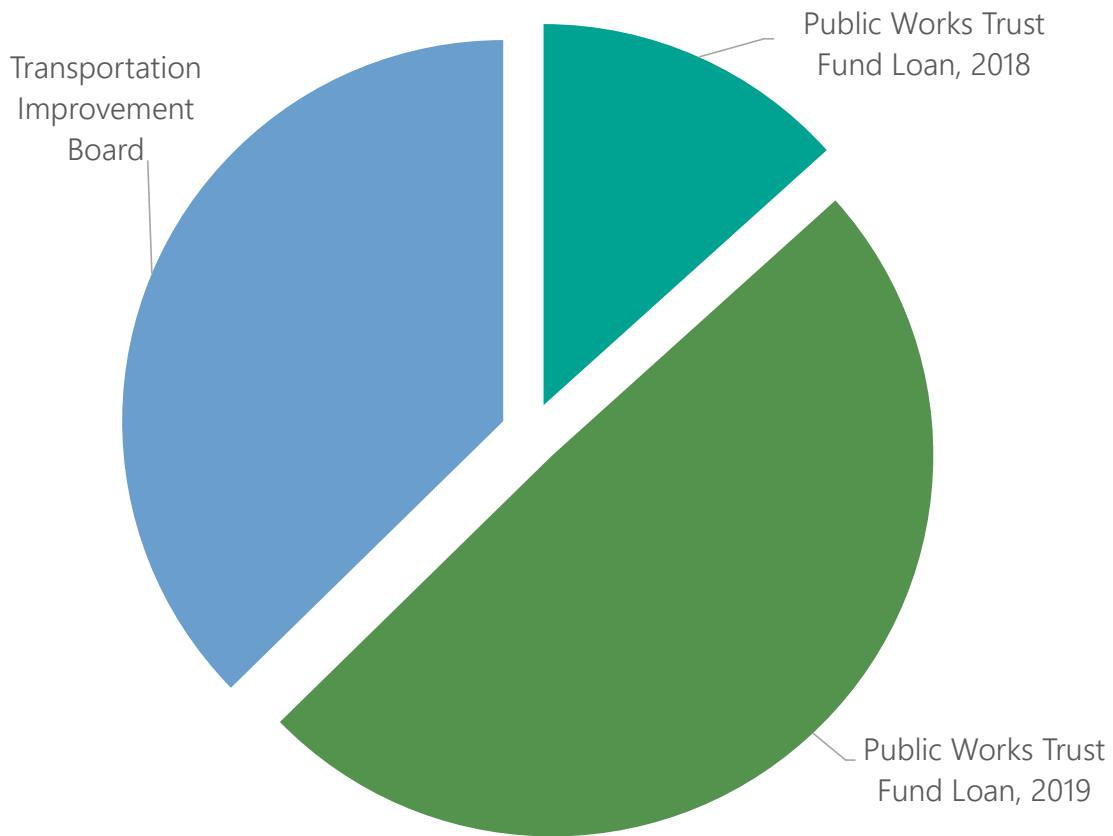


Maintaining Access to Businesses



Funding Process

Public Works Trust Fund Loan 2018	\$1M (Design)
Public Works Trust Fund Loan 2019	\$3.7M (Construction)
Transportation Improvement Board Grant	\$2.8M
TOTAL SPENT	\$6.9M



Construction Video



NE Lake Road and NE Everett Street

INTERSECTION IMPROVEMENT PROJECT



Community Feedback Examples

- “I like the roundabout solution as it will accommodate the growth that is already in action in our town and the traffic is only going to increase.” – Online Survey 1 comment
- “The intersection is in a very important nature area in town. Please be thoughtful about the trees, wildlife, wetlands, and lakes when considering the options for construction.”
– Online Survey 1 comment
- “Thanks for including us in this process instead of telling us what the ‘new’ will be.”
– Open House 1 comment
- “Way to get it done! Should bring a huge relief to the traffic in the area and be a much safer intersection.” – Facebook comment
- “Such a cool project! Thx for the updates!” – Facebook comment
- “Couldn’t make the meeting. Glad to have a way to add input.”
– Online Survey 1 comment



QUESTIONS



©Google Earth 2021



Staff Report

April 19, 2021 Council Workshop

Memorandum of Understanding Regarding the Camas School District Latecomer Agreement

Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: The City entered into a Latecomer Reimbursement Agreement (attached for reference) with the Camas School District in May 2019 in regard to a waterline constructed by the District in Leadbetter Road. The Latecomer Agreement allows the School District to be reimbursed a pro-rata share of the cost of construction by properties who will benefit from, but did not contribute to, the original cost of the waterline.

SUMMARY: At the time of adoption of the Latecomer Agreement with the School District in 2018, CJ Dens Lacamas II, LLC owned three benefitting parcels totaling approximately 82.5 acres. However, in 2019 the City purchased approximately 32.7 acres from CJ Dens and CJ Dens subsequently completed a Boundary Line Adjustment for the remainder of their property. Additionally, the City purchased an additional 0.23 acres for construction of a new sewer pump station. As a result, both the ownership of the Latecomer Agreement benefitting parcels and the pro-rata share of each parcel was changed. The attached Memorandum of Understanding between the Camas School District, CJ Dens and the City documents the changes in cost allocations for the City and CJ Dens and confirms for the District the pro-rata share from each. It is noted the Total Allocation of the benefitting properties for the Latecomer Agreement (i.e. how much each parcel will potentially pay to the District) as a whole remain the same as the prior allocation.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item?

- Provide the reasons for the Memorandum of Understanding and request that Council approve via Consent at the May 3, 2021 Regular Meeting.

What’s the data? What does the data tell us?

- N/A

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

- N/A

Who will benefit from, or be burdened by this agenda item?

- This is a cost neutral memorandum of understanding as it relates to the amount of Latecomer Reimbursement provided to the Camas School District. As a result of the City purchasing the property from CJ Dens, the City's cost allocation increases and CJ Dens' cost allocation decreases.

What are the strategies to mitigate any unintended consequences?

- The MOU has been reviewed by all parties involved.

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

- N/A

Will this agenda item improve ADA accessibilities for people with disabilities?

- N/A

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

- No potential hurdles are anticipated.

How will you ensure accountabilities, communicate, and evaluate results?

- The MOU will be recorded with Clark County. The changes in allocations of the benefitting parcels will be forwarded to the Building Department and other internal staff that will be responsible for collecting the Latecomer Fees and passing them on to the School District.

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

- The original Latecomer Agreement was developed as a result of a water transmission main being installed in Leadbetter Road to serve not only the School District's new elementary school, but also provide service to the North Shore area. The water transmission main was identified in the City's adopted Water System Plan.

BUDGET IMPACT: This is a budget neutral memorandum of understanding. However, as a benefitting parcel owner, if at some point in the future the City develops the parcel acquired from CJ Dens and the development requires water service, the City will be responsible for paying a Latecomer Fee just like any other benefitting property owner.

RECOMMENDATION: This item is for Council's information only. It is recommended the Memorandum of Understanding is placed on the May 3, 2021 Regular Meeting Consent Agenda for approval.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

LeAnne Bremer
Miller Nash Graham & Dunn LLP
Post Office Box 694
Vancouver, Washington 98666

Grantor: City of Camas, Washington

Grantee: Camas School District No. 117; CJ Dens Lacamas II, LLC

Abbreviated Legal: #29, #30, #45 SEC 34 T2N R3EWM; #80, #144 SEC 35 T2N R3EWM;

Assessor's Tax Parcel No.: 177905-000 and 986051-345 (City); 177906-000; 178172-000; 178236-000 (CJ Dens)

Other Reference No.: Auditor's File No. 5612742

MEMORANDUM OF UNDERSTANDING

The City of Camas, Washington and the Camas School District No. 117 entered into a Latecomer Reimbursement Agreement dated May 29, 2019, and recorded on May 31, 2019, under Clark County Auditor's File No. 5612742 (Agreement).

The purpose of the Agreement is to reimburse the School District for water system facilities it constructed as described in Exhibit A to the Agreement (Facilities).

The Agreement encumbers property owned by CJ Dens Lacamas II, LLC (CJ Dens), commonly known as Tax Parcels 178236-00, 178172-000, and 177906-000. The Agreement also encumbers property formerly owned by CJ Dens that is now owned by the City of Camas, commonly known at Tax Parcels 177905-000 and 986051-345. Each of these properties are among the Benefitted Properties that will be served by the Facilities. This Memorandum of Understanding applies to the properties legally described in the attached Exhibit A.

The Agreement includes Exhibit C with the pro rata share of the cost of the Facilities to be assessed against the Benefitted Properties (Assessment).

The City acquired two parcels property from CJ Dens through the creation of a new parcel for a sewer pump station (Tax Parcel 986051-345), and the acquisition of a larger parcel through a boundary line adjustment for parks and open space (Tax Parcel 177905-000).

The City’s acquisition of the two parcels affect the allocation of the Assessment against certain Benefitted Properties.

The parties to this Memorandum of Understanding agree that the new allocations to the following Benefitted Properties replace the allocation to these properties in **Exhibit C** to the Agreement:

Parcel No.	Revised Parcel Area	Revised Benefit Length (SQ RT AREA)	Revised %Total Benefit Length	Total Redistributed Cost Share
178236-000	493,970.00	702.8	6.13%	\$98,672.13
178172-000	694,346.00	833.3	7.26%	\$116,985.54
177906-000	973,130.00	986.5	8.6%	\$138,493.59
177905-000	1,423,976.00	1193.3	10.40%	\$167,531.15
986051-345	10,019.00	100.1	.87%	\$14,052.59
Total				\$535,735

The Total allocation to the above Benefitted Properties of \$535,735 is the same total allocation that was allocated to the Benefitted Properties in their prior configuration; there is no reduction in the amount of latecomer fees due and payable to the School District under the terms of the Agreement.

Except for the reallocation of the Assessment to the reconfigured Benefitted Properties described in this Memorandum of Understanding, as an update of **Exhibit C** to the Agreement, there are no other changes to the Agreement, and it remains in full force and effect according to its terms.

City of Camas, Washington

By: _____
Title: _____
Date: _____

Camas School District No. 117

By: _____
Title: _____
Date: _____

CJ Dens Lacamas II, LLC

By: _____
Title: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PARCELS

Tax Parcel No. 177905-000 (City)

BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CITY OF CAMAS, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 34 AS SHOWN IN BOOK 39 OF SURVEYS, PAGE 173, CLARK COUNTY AUDITOR'S RECORDS;

THENCE SOUTH 00°15'46" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 34 FOR A DISTANCE OF 1319.52 FEET TO A 3/4" IRON PIPE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 AND THE POINT OF BEGINNING.

THENCE SOUTH 89°45'43" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, FOR A DISTANCE OF 1321.38 FEET TO A 3/4" IRON PIPE AT THE SOUTHEAST CORNER OF THE LAUGHLIN TRACT AS DESCRIBED IN BOOK Z OF DEED, PAGE 524, CLARK COUNTY AUDITOR'S RECORDS;

THENCE SOUTH 89°46'35" WEST, ALONG THE SOUTH LINE OF THE LAUGHLIN TRACT, FOR A DISTANCE OF 880.01 FEET TO A 1/2" IRON REBAR (SURVEY 39-173) AT THE NORTHEAST CORNER OF PARCEL I OF THE MILLS TRACT AS DESCRIBED UNDER CLARK COUNTY AUDITOR'S FILE NUMBER 8208200027;

THENCE SOUTH 08°47'06" EAST, FOR A DISTANCE OF 270.55 FEET TO A 1/2" IRON REBAR (SURVEY 39-173) AT THE SOUTHEAST CORNER OF THE MILLS TRACT, BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SE LEADBETTER ROAD;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LEADBETTER ROAD THE FOLLOWING DESCRIBED COURSES:

THENCE ALONG THE ARC OF A 2895.59 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°27'05", FOR AN ARC DISTANCE OF 174.42 FEET, THE CHORD OF WHICH BEARS SOUTH 40°01'32" EAST, 174.40 FEET;

THENCE SOUTH 38°18'00" EAST, FOR A DISTANCE OF 94.05 FEET;

THENCE ALONG THE ARC OF A 447.51 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29°58'00" FOR AN ARC DISTANCE OF 234.06 FEET, THE CHORD OF WHICH BEARS SOUTH 53°17'00" EAST, 231.40 FEET;

THENCE SOUTH 68°16'00" EAST, FOR A DISTANCE OF 259.91 FEET;

THENCE ALONG THE ARC OF A 542.70 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°40'00", FOR AN ARC DISTANCE OF 167.34 FEET, THE CHORD OF WHICH BEARS SOUTH 77°06'00" EAST, 166.67 FEET;

MEMORANDUM OF UNDERSTANDING - 4

4816-0984-1887.5

THENCE SOUTH 85°56'00" EAST, FOR A DISTANCE OF 82.96 FEET TO A 1/2" IRON REBAR (SURVEY 39-173), MARKING THE SOUTHWEST CORNER OF THE CITY OF CAMAS TRACT DESCRIBED UNDER CLARK COUNTY AUDITOR'S FILE NUMBER 5571688;

THENCE NORTH 00°17'47" WEST, LEAVING SAID NORTH RIGHT-OF-WAY LINE ALONG THE MOST WESTERLY LINE OF THE CITY OF CAMAS TRACT, FOR A DISTANCE OF

282.50 FEET TO A 1/2" IRON REBAR (SURVEY 39-173), MARKING THE MOST WESTERLY NORTHWEST CORNER OF SAID CITY OF CAMAS TRACT;

THENCE NORTH 89°45'43" EAST, ALONG THE MOST SOUTHERLY NORTH LINE OF SAID CITY OF CAMAS TRACT, FOR A DISTANCE OF 250.00 FEET TO A 1/2" IRON REBAR (SURVEY 39-173), MARKING AN INTERNAL CORNER THEREOF;

THENCE NORTH 00°15'25" WEST, ALONG THE MOST EASTERLY WEST LINE OF SAID CITY OF CAMAS TRACT, FOR A DISTANCE OF 168.00 FEET TO A 1/2" IRON REBAR AS SHOWN IN BOOK 41 OF SURVEYS, PAGE 122, CLARK COUNTY AUDITOR'S RECORDS, MARKING THE MOST NORTHERLY NORTHWEST CORNER THEREOF;

THENCE NORTH 89°45'43" EAST, ALONG THE NORTH LINE OF SAID CITY OF CAMAS TRACT, FOR A DISTANCE OF 579.5 FEET TO A 1/2" IRON REBAR (SURVEY 41-122), MARKING THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 00°15'25" EAST, ALONG THE EAST LINE OF SAID CITY OF CAMAS TRACT, FOR A DISTANCE OF 364.60 FEET;

THENCE NORTH 60°00'00" EAST, LEAVING SAID EAST LINE OF A DISTANCE OF 182.00 FEET;

THENCE NORTH 75°00'00" EAST, FOR A DISTANCE OF 420.00 FEET; THENCE NORTH 28°00'00" EAST, FOR A DISTANCE OF 90.00 FEET; THENCE NORTH 80°00'00" EAST, FOR A DISTANCE OF 43.00 FEET; THENCE SOUTH 65°00'00" EAST, FOR A DISTANCE OF 95.00 FEET; THENCE NORTH 84°00'00" EAST, FOR A DISTANCE OF 320.00 FEET; THENCE NORTH 61°00'00" EAST, FOR A DISTANCE OF 310.00 FEET;

THENCE NORTH 29°00'00" EAST, FOR A DISTANCE OF 279.41 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 (SURVEY BOOK 39, PAGE 173);

THENCE SOUTH 89°50'42" WEST, ALONG SAID SOUTH LINE FOR A DISTANCE OF 970.30 FEET TO THE POINT OF BEGINNING.

Situated in the County of Clark, State of Washington.

Tax Parcel No. 177906-000 (CJ Dens)

Being a portion of the Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 34 and the Southwest quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 35, Township 2 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington described as follows;

COMMENCING at a concrete monument with brass cap marking the Northeast corner of Section 34 as shown in Book 39 of Surveys, Page 173, Clark County Auditor's records;

Thence South 00°15'48" East, along the East line of the Northeast quarter of Section 34, for a distance of 1319.52 feet to a 3/4" iron pipe at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34;

Thence North 89°50'42" East, along the North line of the Southwest quarter of the Northwest quarter of Section 35, for a distance of 970.30 feet;

Thence continuing North 89°50'42" East, along said North line for a distance of 353.62 feet to a 1/2" iron rebar with yellow plastic cap inscribed "Minister 12563", marking the Northeast corner of the Southwest quarter of the Northwest quarter of Section 35 as shown (Survey 39-173);

Thence South 00°07'57" East, along the East line of the Southwest quarter of the Northwest quarter of Section 35, for a distance of 796.83 feet;

Thence continuing South 00°07'57" East, along said East line for a distance of 523.79 feet to the Northeast corner of Deerhaven, recorded in Book 311 of Plats, Page 573, Clark County Auditor's Records;

Thence South 89°51'44" West, along the North line of Deerhaven (Plats 311- 573) for a distance of 233.68 feet to the Northwest corner thereof;

Thence South 00°38'11" East, along the West line of Deerhaven for a distance of 103.60 feet to the POINT OF BEGINNING;

Thence South 55°50'51" West, leaving said West line for a distance of 183.58 feet;

Thence North 81°30'58" West, for a distance of 116.25 feet;

Thence North 13°49'07" East, for a distance of 90.86 feet;

Thence North 54°21'17" East, for a distance of 153.08 feet;

Thence along the arc of a 20.00 foot radius curve to the left, through a central angle of 54°29'14", for an arc distance of 19.02 feet, the chord of which bears North 27°06'40" East, 18.31 feet;

Thence North 00°07'57" West, for a distance of 115.32 feet;

Thence South 89°52'03" West, for a distance of 61.63 feet;

Thence along the arc of a 678.00 foot radius curve to the right through a central angle of 02°44'21", for an arc distance of 32.42 feet, the chord of which bears North 88°45'47" West, 32.41 feet;

Thence South 02°36'24" West, for a distance of 100.89 feet;

Thence South 76°16'02" West, for a distance of 71.76 feet;

Thence North 76°42'57" West, for a distance of 433.46 feet;

Thence North 32°54'03" West, for a distance of 175.17 feet;

Thence North 03°42'19" West, for a distance of 65.37 feet;

Thence North 23°59'56" West, for a distance of 56.24 feet;

Thence North 78°24'19" East, for a distance of 62.08 feet;

Thence South 89°46'33" East, for a distance of 44.61 feet;

Thence South 86°43'31" East, for a distance of 72.00 feet;

Thence South 03°16'29" West, for a distance of 16.99 feet;

Thence South 86°43'31" East, for a distance of 66.08 feet;

Thence North 13°17'03" East, for a distance of 162.00 feet;

Thence North 76°42'57" West, for a distance of 79.90 feet;

Thence North 86°43'31" West, for a distance of 254.58 feet;

Thence North $11^{\circ}48'58''$ West, for a distance of 116.80 feet;

Thence North $08^{\circ}22'20''$ West, for a distance of 26.00 feet, hereon referred to as described POINT A;

Thence continuing North $08^{\circ}22'20''$ West, for a distance of 26.00 feet;

Thence along the arc of a 326.00 foot radius curve to the left, through a central angle of $02^{\circ}04'23''$ for an arc distance of 11.79 feet, the chord of which bears South $80^{\circ}35'29''$ West, 11.79 feet;

Thence North $10^{\circ}26'42''$ West, for a distance of 71.15 feet;

Thence North $62^{\circ}47'15''$ West, for a distance of 30.13 feet;

Thence South $68^{\circ}20'28''$ West, for a distance of 118.87 feet;

Thence North $62^{\circ}52'10''$ West, for a distance of 34.30 feet;

Thence South $69^{\circ}40'14''$ West, for a distance of 72.81 feet;

Thence South $88^{\circ}06'20''$ West, for a distance of 31.62 feet;

Thence South $69^{\circ}40'14''$ West, for a distance of 300.00 feet;

Thence South $51^{\circ}14'08''$ West, for a distance of 63.25 feet;

Thence South $65^{\circ}31'05''$ West, for a distance of 55.71 feet to the East line of the City of Camas tract as described under Clark County Auditor's File Number 5571688, said point to bear South $00^{\circ}15'25''$ East, along said East line, 446.51 feet from the Northeast corner of said City of Camas tract;

Thence South $00^{\circ}15'25''$ East, along the East line of said City of Camas tract for a distance of 417.21 feet to a 1/2" iron rebar (Survey 39-173), marking the Southeast corner thereof being on the Northerly right-of-way line of SE Leadbetter Road;

Thence following the North right-of-way line of SE Lead better Road the following described courses;

Thence South $51^{\circ}36'00''$ East, for a distance of 37.51 feet;

Thence along the arc of a 1402.62 foot radius curve to the left through a central angle of $18^{\circ}36'00''$ for an arc distance of 455.33 feet, the chord of which bears South $60^{\circ}54'00''$ East, 453.34 feet;

Thence South $70^{\circ}12'00''$ East, for a distance of 13.56 feet to the Southwest corner of another City of Camas tract as described under Clark County Auditor's File Number 5609467;

Thence North 18°04'52" East, along the West line of said latter City of Camas tract (Auditor's File Number 5609467) for a distance of 74.00 feet to the Northwest corner thereof;

Thence South 70°12'53" East, along the North line of said City of Camas tract, for a distance of 139.09 feet to the Northeast corner thereof;

Thence South 19°48'37" West, along the East line of said City of Camas tract, for a distance of 54.00 feet to an angle point of said East line;

Thence South 64°48'17" West, continuing along said East line for a distance of 28.29 feet to the Southeast corner of said City of Camas tract being on the Northerly right-of-way line of SE Leadbetter Road;

Thence South 70°12'00" East, along said Northerly right-of-way for a distance of 401.43 feet;

Thence continuing along said Northerly right-of-way along the arc of a 602.80 foot radius curve to the right through a central angle of 14°15'00" for an arc distance of 149.92 feet, the chord of which bears South 63°04'30" East, 149.54 feet;

Thence South 55°57'00" East, continuing along said Northerly right-of-way, for a distance of 636.64 feet;

Thence continuing along said right-of-way along the arc of a 984.92 foot radius curve to the right, through a central angle of 00°00'55" for an arc distance of 0.26 feet, the chord of which bears North 55°55'15" West, 0.26 feet to a 1/2" iron rebar as shown (Survey 39- 173), being on the Southerly extension of the West Line of Deerhaven (Plats 311-573);

Thence North 00°36'11" West, along said Southerly extension and the West line of Deerhaven, for a distance of 592.20 feet to the POINT OF BEGINNING.

Tax Parcel No. 178172-000 (CJ Dens)

Being a portion of the Southeast quarter of the Northeast quarter of Section 34 and the Southwest quarter of the Northwest quarter of Section 35, Township 2 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington described as follows:

COMMENCING at a concrete monument with brass cap marking the Northeast corner of Section 34 as shown in Book 39 of Surveys, Page 173, Clark County Auditor's records

Thence South 00°15'46" East, along the East line of the Northeast quarter of Section 34, for a distance of

1319.52 feet to a 3/4" iron pipe at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34;

Thence North 89°50'42" East, along the North line of the Southwest quarter of the Northwest quarter of Section 35, for a distance of 970.30 feet to the POINT OF BEGINNING;

Thence continuing North 89°50'42" East, along said North line for a distance of 353.62 feet to a 1/2" iron rebar with yellow plastic cap inscribed Minister 12563, marking the Northeast corner of the Southwest quarter of the Northwest quarter of Section 35 as shown (Survey 39-173);

Thence South 00°07'57" East, along the East line of the Southwest quarter of the Northwest quarter of Section 35, for a distance of 796.83 feet;

Thence South 89°52'03" West, leaving said East line for a distance of 360.00 feet;

Thence North 88°59'44" West, for a distance of 56.96 feet;

Thence North 29°27'15" West, for a distance of 41.75 feet;

Thence South 89°33'35" West, for a distance of 87.48 feet;

Thence South 76°12'31" West, for a distance of 233.11 feet;

Thence North 75°42'57" West, for a distance of 106.27 feet;

Thence North 86°43'31" West, for a distance of 254.58 feet;

Thence North 11°48'58" West, for a distance of 116.80 feet;

Thence North 08°22'20" West, for a distance of 26.00 feet, hereon referred to as described POINT A;

Thence continuing North 08°22'20" West, for a distance of 26.00 feet;

Thence along the arc of a 326.00 foot radius curve to the left, through a central angle of 02°04'23", for an arc distance of 11.79 feet, the chord of which bears South 80°35'29" West, 11.79 feet;

Thence North 10°26'42" West, for a distance of 71.15 feet;

Thence North 62°47'15" West, for a distance of 30.13 feet;

Thence South 68°20'28" West, for a distance of 118.87 feet;

Thence North 62°52'10" West, for a distance of 34.30 feet;

Thence South 69°40'14" West, for a distance of 72.81 feet;

Thence South 88°08'20" West, for a distance of 31.62 feet;

Thence South 69°40'14" West, for a distance of 300.00 feet;

Thence South 51°14'08" West, for a distance of 63.25 feet;

Thence South 65°31'05" West, for a distance of 55.71 feet to the East line of the City of Camas tract as described under Clark County Auditor's File 5571688, said point bears South 00°15'25" East, along said East line, 440.51 feet, from the Northeast corner of said City of Camas tract;

Thence North 00°15'25" West, along said East line for a distance of 75.91 feet;

Thence North 60°00'00" East, leaving said East line of said City of Camas tract, for a distance of 182.00 feet;

Thence North 75°00'00" East, for a distance of 420.00 feet;

Thence North 28°00'00" East, for a distance of 90.00 feet;

Thence North 80°00'00" East, for a distance of 43.00 feet;

Thence South 65°00'00" East, for a distance of 95.00 feet;

Thence North 84°00'00" East, for a distance of 320.00 feet;

Thence North 61°00'00" East, for a distance of 310.00 feet;

Thence North 29°00'00" East, for a distance of 279.41 feet to the POINT OF BEGINNING.

Tax Parcel No. 178236-000 (CJ Dens)

Being a portion of the Southwest quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 35, Township 2 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington described as follows:

COMMENCING at a concrete monument with brass cap marking the Northeast corner of Section 34 as

shown in Book 39 of Surveys, Page 173, Clark County Auditor's records;

Thence South $00^{\circ}15'48''$ East, along the East line of the Northeast quarter of Section 34, for a distance of 1319.52 feet to a $3/4''$ iron pipe at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34;

Thence North $89^{\circ}50'42''$ East, along the North line of the Southwest quarter of the Northwest quarter of Section 35, for a distance of 970.30 feet;

Thence continuing North $89^{\circ}50'42''$ East, along said North line for a distance of 353.62 feet to a $1/2''$ iron rebar with yellow plastic cap inscribed Minister 12563 marking the Northeast corner of the Southwest quarter of the Northwest quarter of Section 35 as shown (Survey Book 39, Page 173);

Thence South $00^{\circ}07'57''$ East, along the East line of the Southwest quarter of the Northwest quarter of Section 35, for a distance of 796.83 feet to the POINT OF BEGINNING;

Thence continuing South $00^{\circ}07'57''$ East, along said East line for a distance of 523.79 feet to the Northeast corner of Deerhaven, recorded in Book 311 of Plats, Page 573, Clark County Auditors Records;

Thence South $89^{\circ}51'44''$ West, along the North line of Deerhaven (Plats Book 311, Page 573) for a distance of 233.68 feet to the Northwest corner thereof;

Thence South $00^{\circ}38'11''$ East, along the West line of Deerhaven for a distance of 103.60 feet;

Thence South $55^{\circ}50'51''$ West, leaving said West line for a distance of 183.58 feet;

Thence North $81^{\circ}30'58''$ West, for a distance of 116.25 feet;

Thence North $13^{\circ}49'07''$ East, for a distance of 90.86 feet;

Thence North $54^{\circ}21'17''$ East, for a distance of 153.08 feet;

Thence along the arc of a 20.00 foot radius curve to the left, through a central angle of $54^{\circ}29'14''$ for an arc distance of 19.02 feet, the chord of which bears North $27^{\circ}06'40''$ East, 18.31 feet;

Thence North $00^{\circ}07'57''$ West, for a distance of 115.32 feet;

Thence South $89^{\circ}52'03''$ West, for a distance of 61.63 feet;

Thence along the arc of a 678.00 foot radius curve to the right through a central angle of $02^{\circ}44'21''$ for an

arc distance of 32.42 feet, the chord of which bears North 88°45'47" West. 32.41 feet;

Thence South 02°36'24" West, for a distance of 100.89 feet;

Thence South 76°16'02" West, for a distance of 71.76 feet;

Thence North 76°42'57" West, for a distance of 433.48 feet;

Thence North 32°54'03" West, for a distance of 175.17 feet;

Thence North 03°42'19" West, for a distance of 65.37 feet;

Thence North 23°59'56" West, for a distance of 56.24 feet;

Thence North 78°24'19" East, for a distance of 62.08 feet;

Thence South 89°46'33" East, for a distance of 44.61 feet;

Thence South 86°43'31" East, for a distance of 72.00 feet;

Thence South 03°16'29" West, for a distance of 16.99 feet;

Thence South 86°43'31" East, for a distance of 66.08 feet;

Thence North 13°17'03" East, for a distance of 162.00 feet;

Thence South 76°42'57" East, for a distance of 26.37 feet;

Thence North 76°12'31" East, for a distance of 233.11 feet;

Thence North 89°33'35" East, for a distance of 87.48 feet;

Thence South 29°27'15" East, for a distance of 41.75 feet;

Thence South 88°50'44" East, for a distance of 56.96 feet;

Thence North 89°52'03" East, for a distance of 360.00 feet to the POINT OF BEGINNING.

Excepting from the legal descriptions for Tax Parcel Nos. 178172-000 and 178236-000 above the real property conveyed in the deeds recorded under AFNs 5864948 and 5865721.

Tax Parcel No. 986051-345 (City)

LEADBETTER ROAD PUMP STATION
CJ DENS LACAMAS I LLC PROPERTY
NORTH SHORE SEWER TRANSMISSION SYSTEM
CITY OF CAMAS PROJECT NUMBER WS-681C
CITY OF CAMAS, CLARK COUNTY, WASHINGTON

Real property situated in the Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, Township 2 North, Range 3 East, Willamette Meridian, being a portion of that tract of land conveyed to CJ Dens Lacamas I LLC by deed recorded at Auditor's File Number 4864265D, in the City of Camas, Clark County, Washington, more particularly described as follows:

Commencing at a point on the centerline of SE Leadbetter Road, said point being at the intersection of the most southerly east line of said CJ Dens Lacamas I LLC property with said centerline; thence along said centerline and along a 954.92 foot radius curve to the left (radius point bears South 36°36'43" West), through a central angle of 01° 14' 37", an arc distance of 20.72 feet; thence North 54°37'54" West, a distance of 636.60 feet to a point of curvature with a 572.96 foot radius curve; thence along said curve to the left, through a central angle of 14°15'00", an arc distance of 142.50 feet; thence North 68°52'54" West a distance of 401.88 feet; thence leaving said centerline North 21°07'06" East a distance of 30.00 feet to a point on the north right of way line of said SE Leadbetter Road and the Point of Beginning of the real property to be described; thence North 66°07'27" East a distance of 28.29 feet; thence North 21°07'47" East a distance of 54.00 feet; thence North 68°53'43" West a distance of 139.09 feet; thence South 19°24'02" West a distance of 74.00 feet to a point on said north right of way line; thence along said north right of way line South 68°52'54 East a distance of 116.86 feet to the point of beginning.

The basis of bearings for this description is NAD(83) Washington South Zone

Containing 10,008 square feet, more or less.



5612742 AGR

Total Pages: 10 Rec Fee: \$108.00

eRecorded in Clark County, WA 05/31/2019 11:41 AM

CITY OF CAMAS

SIMPLIFILE LC E-RECORDING

RETURN ADDRESS

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

DOCUMENT TITLE(S):

Latecomer Reimbursement Agreement

REFERENCE NUMBER(S) OF RELATED DOCUMENTS:

GRANTOR(S) (last name, first name and middle initial):

City of Camas

GRANTEE(S) (last name, first name and middle initial):

Camas School District No. 117

LEGAL DESCRIPTION (abbreviated form; i.e., lot, block plat or section township, range, quarter/quarter):

#144 SEC 35 T2N R3EWM 21A, #2 SEC 35 T2NR3EWM 5A, #80 SEC 35 T2NR3EWM 21.01A, #30 SEC 34 T2N R3EWM 21.01A, #22 SEC 34 T2NR3EWM 10.15A, #29 SEC 34 T2N R3EWM 22.41A, #44 SEC 34 T2NR3EWM 5.60A, #7 SEC 34 T2NR3EWM 35.61A, #28 SEC 34 T2N R3EWM 26.46A, #27 SEC 34 T2N R3EWM 3.96 A, #38 SEC 27 T2NR3EWM 3.02A, #39 SEC 27 T2NR3EWM 53.45A, #90 SEC 27 T2N R3EWM 6.0A, #42 SEC 27 T2NR3EWM 33.73A

Additional legal see Exhibit C

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

178236000, 178100000, 178172000, 177906000, 177898000, 177905000, 986032101, 177884000, 177904000, 177903000, 175720000, 175721000, 175772000, 175724000

Additional parcel #s see Exhibit C

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

RETURN ADDRESS:
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98606

LATECOMER REIMBURSEMENT AGREEMENT

This AGREEMENT made this 29th day of May, 2019 by and between the CITY OF CAMAS, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as "City", and CAMAS SCHOOL DISTRICT NO. 117, a political subdivision organized under the laws of the State of Washington, hereinafter referred to as "School District".

RECITALS

A. School District and City previously entered into an Interlocal Agreement ("Interlocal") dated June 6, 2016 for the construction and financing of water system facilities ("Facilities") shown on Exhibit A to serve the School District's Lacamas Lake Elementary property located at the intersection of NE 232nd Avenue and the newly constructed North Shore Boulevard.

B. In accordance with the Interlocal, Camas Municipal Code (CMC) 17.19.040C and the current Camas Water System Plan Update, the School District has constructed the Facilities and the City has accepted said Facilities. Additionally, the School District and City have each paid for their respective portion of the Facilities.

C. The Facilities paid for by the School District contain capacity in excess of that needed by the School District which will benefit owners of real property who did not contribute to the original cost of construction who should be required to pay a fair pro rata share of such cost, to be reimbursed to the School District.

D. Chapter 35.91 RCW authorizes municipalities to contract with owners of real property for the construction of sewer and water improvements to be conveyed to the municipality, and to provide for a period of not to exceed twenty (20) years for the reimbursement of such owners and their assigns by any owner of real estate who did not contribute to the original cost of such water or sewer facilities and who subsequently tap onto or use the same of a fair pro rata share of the cost of the construction of said water or sewer facilities, including not only those directly connected thereto, but also users connected to laterals or branches connecting thereto, subject to such reasonable rules and regulations as the governing body of such municipality may provide or contract, and notwithstanding the provisions of any other law.

E. School District has requested a Latecomer Agreement and the City and School District have subsequently complied with RCW Chapter 35.91, which establishes the requirements and process for establishing a latecomer reimbursement area and reimbursement amount, which amount plus any Handling Fee shall be paid pursuant to RCW 35.91.040 prior to the issuance of any building permit or authority to tap into or use any portion of the improvements described herein.

F. The real properties depicted on Exhibit B ("Benefited Properties") may potentially be benefited by the Facilities and should be required to pay a fair pro rata share of the cost of construction of Facilities in the event the owners thereof tap into or use the Facilities within the period provided in this Latecomer Agreement.

G. The fair pro rata share of the cost of the construction of said Facilities to each Benefited Property who subsequently tap onto or use the same ("the Latecomer Reimbursement") is shown in Exhibit C.

H. A summary of the Nature and Extent of the School District Project and Facilities, Total Cost of the Facilities, and a description of the method of calculating the Latecomer Reimbursement is included in Exhibit D.

I. The City Council of the City of Camas held a public hearing on March 4, 2019, relating to the terms of this Agreement.

AGREEMENT

The parties agree as follows:

1. Reimbursement Authorized. If the owner of any Benefited Property depicted in Exhibit B and listed in Exhibit C requests connection to the Facilities to serve new development within 20 years of the effective date of this Agreement, the City shall collect from such owner, prior to connection, Latecomer Reimbursement in the amounts stated in Exhibit C, plus any Handling Fee as established by City Fee Schedule.

a. Should a Benefited Property solely elect to connect an existing single-family home to the Facilities, the parcel will be charged a flat latecomer fee of \$4,000. This fee shall be in addition to any other City-related system development charges or fees. The remainder of the Latecomer Reimbursement will be due upon connection of any additional houses or buildings on the Property.

2. Payment of Reimbursement to School District. The City shall forward the Latecomer Reimbursement collected under Section 1 within thirty (30) days of the City's receipt of the funds, less the Handling Fees which shall be retained by the City. The Handling Fee shall be equal to the amount shown on the City's annual Fee Schedule for a "Transfer of Developer Credits" (2019 amount equal to \$55.00). Funds received by

negotiable instrument, such as a check, will be deemed received ten (10) days after delivery to the City. Should the City fail to forward the latecomer's fee to the School District through the City's sole negligence, then the City shall pay the School District simple interest on those monies at the rate of twelve percent (12%) per annum. However, should the owner of any Benefited Property be negligent in paying the City and thus contribute to the failure of the City to pay the latecomer's fee, then no interest shall accrue on late payment of the Latecomer Reimbursement. Payment of funds shall be made to the School District at the following address:

Superintendent
Camas School District
841 NE 22nd Avenue
Camas, WA 98607

3. Abandonment of Facilities. If the City abandons all or any portion of the Facilities during the term of this Agreement, the City shall have no obligation to collect the latecomer reimbursement.

4. Assignment. School District may assign this Agreement to any person by submission to the City of a signed and notarized Notice of Assignment stating the name, street address, telephone number and email address of the assignee.

5. Connection to System. The provisions of this Latecomer Agreement shall not be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

6. Hold Harmless. School District agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in this contract.

7. Recording. This Latecomer Agreement shall be recorded in the records of the Clark County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns, and all Benefited Property owners. The School District agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

8. Effective Date and Term. This Agreement shall be effective from and after the date of its execution by the City and shall terminate 20 years thereafter or when all reimbursement amounts in Exhibit C have been collected, whichever occurs first.

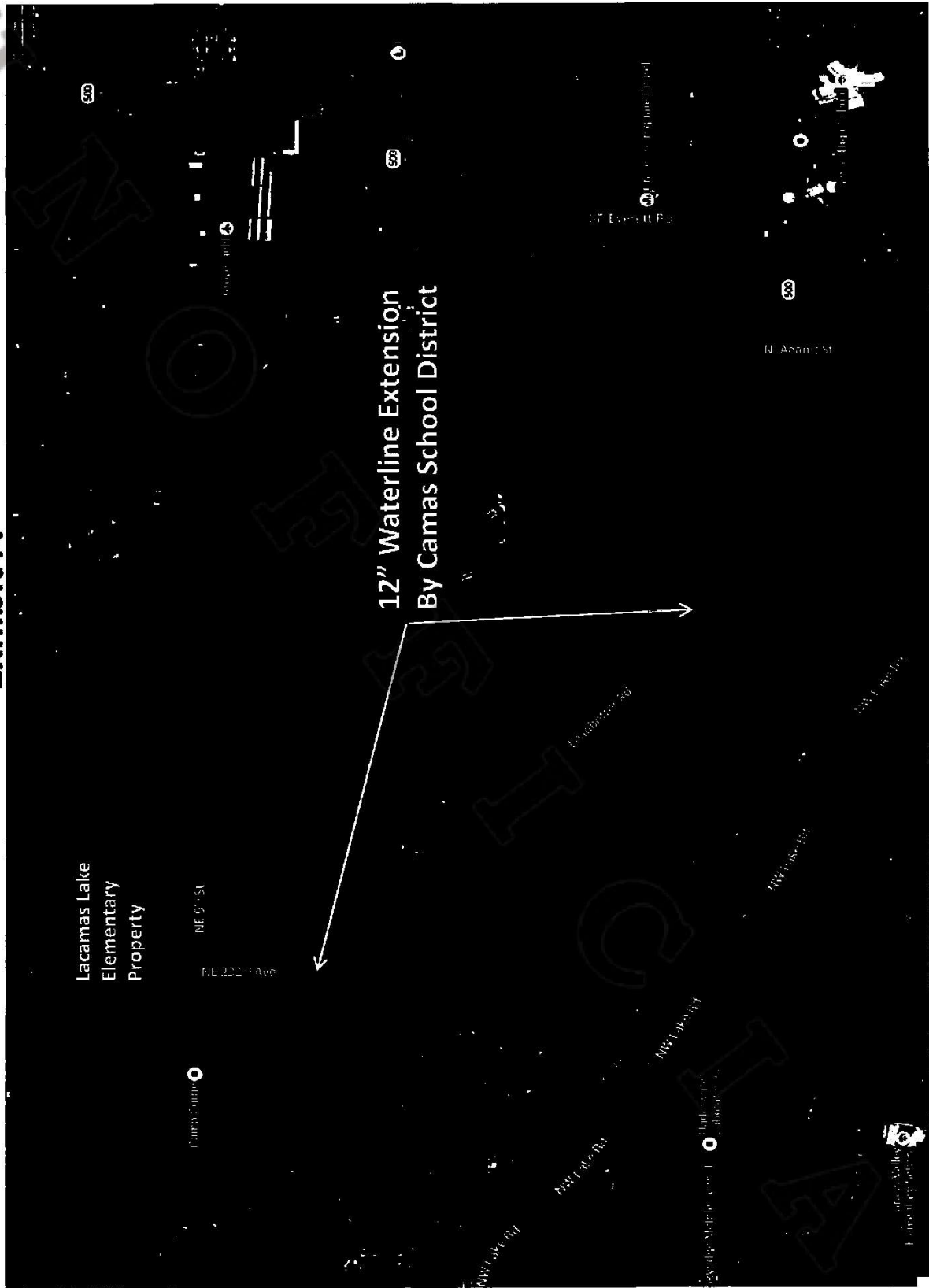
9. Liens. The reimbursement amounts due and owing to School District from the owners of Benefited Properties described in Exhibit B shall be a lien and servitude upon those properties.

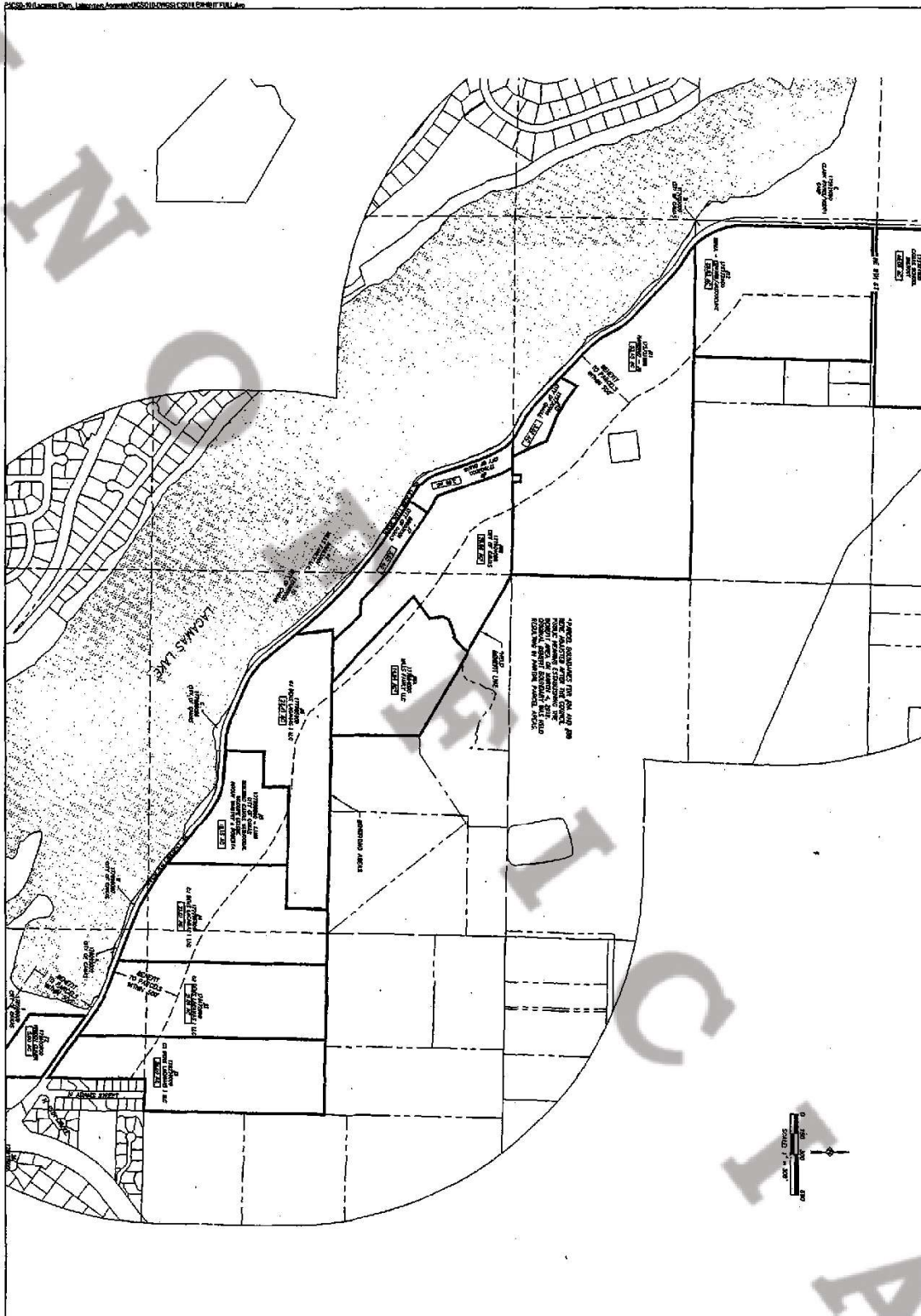
10. Entire Agreement; Binding Nature. This Agreement constitutes the entire agreement between the parties concerning reimbursement for a pro-rata share of the cost of the Facilities, and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

11. Incorporation of Exhibits. Exhibits A, B, C and D are incorporated by reference into this Agreement.

DATED AND EXECUTED THIS 29th DAY OF May, 2019.

Exhibit A





EX B	REVISIONS	REVISION	DATE	BY	Harper Houf Peterson Rigbellis Inc. <small>REGISTERED PROFESSIONAL LAND SURVEYORS 1220 Main Street, Suite 100, Vancouver, WA 98660 Phone: 360.744.1111 www.houfpetersonrigbellis.com</small>	CAMAS SCHOOL DISTRICT - BENEFIT AREA MAP LACAMAS HEIGHTS WATERLINE LATECOMER CLARK COUNTY, WASHINGTON
	1					

EXHIBIT C
NORTH SHORE WATER MAIN LATECOMER
COST SHARE FOR BENEFITED PROPERTIES

REVISION DATE

5/10/2019



Harper Houf Peterson Righellis Inc.
 ENGINEERS + PLANNERS
 LANDSCAPE ARCHITECTS + SURVEYORS
 1220 Main Street, Suite 150, Vancouver, WA 98660
 PHONE: 360.250.1131 www.hhp.com WA: 360.250.1141

LATECOMER FEE CALCULATION

ROLL NUMBER	OWNER	COUNTY PARCEL NUMBER	PARCEL AREA ACRES - SQUARE FEET	BENEFIT LENGTH = SQ RT AREA	% TOTAL BENEFIT LENGTH	PRO RATA COST SHARE
1	CJ DENIS LACAMAS 1 LLC	178238000	21.00	956	8.34%	\$132,821
2	HIDDEN, OLIVER	178100000	5.00	467	4.07%	\$64,810
3	CJ DENIS LACAMAS 1 LLC	178172000	21.01	957	8.34%	\$132,853
A	CITY OF CAMAS	178089000			NO BENEFIT	
4	CJ DENIS LACAMAS 1 LLC	177906000	21.01	957	8.34%	\$132,853
B	CITY OF CAMAS	177898000			NO BENEFIT	
5	CITY OF CAMAS	177898000	10.15	685	5.80%	\$92,340
6	CJ DENIS LACAMAS 1 LLC	177906000	22.41	988	8.61%	\$137,208
C	CITY OF CAMAS	177888000			NO BENEFIT	
7	CITY OF CAMAS	988032101	5.60	494	4.31%	\$68,589
8A*	MILLS FAMILY LLC (41.57% OF ROLL 8)	177884000		518	4.52%	\$71,936
8B*	CITY OF CAMAS (68.43% OF ROLL 8)	177904000		729	6.38%	\$101,238
9	CITY OF CAMAS	177903000	3.96	415	3.62%	\$57,677
10	CITY OF CAMAS	175720000	3.02	363	3.16%	\$50,969
11	HAGERUD, JO	175721000	53.45	2,328,282	13.30%	\$211,900
D	CITY OF CAMAS	175703000			NO BENEFIT	
12	BUMA, EDWARD/JACQUELINE	175772000	28.63	1,247,123	9.74%	\$155,085
E	CLARK PARKS	175928000			NO BENEFIT	
13	CAMAS SCHOOL DISTRICT	175724000	40.00	1,742,400	11.51%	\$183,311
TOTALS			235.24	10,247,954	11.471	\$1,592,989



5-10-19

* BENEFIT AREA SEGREGATED
 BASED ON PERCENT OF ORIGINAL
 PARCEL - SEE NOTE ON EXHIBIT B

CONSTRUCTION W/ TAX \$1,743,784
 ENGINEERING AND ADMIN \$183,046
 CONSTRUCTION MANAGMT \$207,541
 SDC REIMBURSEMENT -\$541,382
PROJECT COST \$1,592,989

EXHIBIT D

LATECOMER REIMBURSEMENT SUMMARY

Nature and Extent of Project

The Camas School District Lacamas Lake Elementary Project (City File No. CUP16-02) is a conditional use permit approval to construct a new elementary school in the area of NE 232nd Avenue and the newly constructed North Shore Boulevard. The project included installation of a new 12-inch diameter water line and associated appurtenances ("Facilities") in Leadbetter Road and SR 500 that provides direct benefit to adjacent properties. A figure showing the Facilities is included as Exhibit A. The project has been constructed and accepted by the City.

Total Project Cost Eligible for Latecomer Reimbursement: \$1,592,989

Method of Calculating Assessment

Staff reviewed calculations for the latecomer reimbursement completed by Harper Houf Peterson Righellis on behalf of the School District, as shown in the attached Exhibit C.

Assessment Calculation:

Thirteen parcels have the potential to benefit from this improvement. The approach to distribution of cost to these parcels is to assign a pro-rata share to each parcel using an approximation of the parcel's equivalent frontage. The equivalent frontage is arrived at by taking the square root of the area for each benefitting parcel. The pro-rata share for each benefitting parcel is determined by the ratio of the equivalent frontage of each parcel to the sum of all equivalent frontage lengths. This ratio, as a percentage, is multiplied by the total project cost.



Staff Report

April 19, 2021 Council Workshop

Pet Waste Campaign Interlocal Agreement
Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: Pet waste is one of the contributors to stormwater pollution and has always been an ongoing issue in the City. In the past, the City partnered with Camas High School students and created Poop Fairy signs for the pet waste stations and various trailhead locations in an effort to educate users of the stations. The City has also assisted Clark County with their Canines for Clean Water program by distributing signs to Camas homeowners.

SUMMARY: The City is joining forces with Clark County, City of Battleground and City of Washougal to expand on Clark County’s existing Canines for Clean Water program. Canines for Clean Water is a pet waste management program. In addition to managing pet waste, the campaign will help the City satisfy the behavior change requirements in our National Pollutant Discharge Elimination System (NPDES) Permit administered by the Department of Ecology.

The Pet Waste Campaign will be following social marketing practices and methods. The selected behavior is to get dog owners using public trails to pick up pet waste in a bag and dispose of it in a trash receptacle. This plan contains strategies to address pet waste along trails, many of which are along water bodies. The campaign will utilize trail signs and trailhead kiosks to motivate pet owners to pick up and disposal of pet waste. An evaluation will be conducted to determine the effectiveness of the campaign.

BUDGET IMPACT: Total campaign cost is \$5,650. \$1,350 expenditure is proposed to come from the City’s Stormwater Capacity Grant received from the Department of Ecology in 2019. The remainder of the \$4,300 expenditure is proposed to come from the City’s Stormwater Fund. The Stormwater budget has sufficient funds to complete this work.

RECOMMENDATION: This item is for Council information only. Staff recommends this item be placed on the May 3, 2021 Consent Agenda for Council’s consideration.

INTERLOCAL AGREEMENT

COLLABORATION ON NPDES BEHAVIOR CHANGE PROGRAM ON PET WASTE

DISPOSAL

Between

CLARK COUNTY

And

THE CITY OF BATTLE GROUND

And

THE CITY OF CAMAS

And

THE CITY OF WASHOUGAL

THIS IS AN INTERLOCAL AGREEMENT (Agreement) made and executed this ____ day of April 2021, by and between Clark County (County), a municipal corporation of the State of Washington, and the City of Battle Ground (“Battle Ground”), the City of Camas (“Camas”) and the City of Washougal (“Washougal”), municipal corporations of the State of Washington (Cities).

RECITALS

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

Signed: April ____, 2021

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

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

The County and Cities are required to implement a behavior change program following community based social marketing practices under the Phase I Permit (S5.C.11.a) and the Phase II Permit (S5.C.2.a). The County and the Cities have identified pet waste disposal along public trails as the topic for which to develop a behavior change program (Project).

The objective of the Project is to meet requirements in the Phase I Permit (S5.C.11.a) and the Phase II Permit (S5.C.2.a).

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

Signed: April ____, 2021

NOW, THEREFORE, pursuant to RCW 39.34 and in consideration of the terms, conditions, covenants, and performances contained herein, and per the attached Exhibits, incorporated and made a part hereof:

THE PARTIES AGREE AS FOLLOWS:

1. REQUIREMENTS OF INTERLOCAL COOPERATION ACT

- 1.1. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and intent of this Agreement is for the County and the Cities to work together efficiently and effectively to accomplish the Project.
- 1.2. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- 1.3. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
- 1.4. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

Signed: April ____, 2021

County's Initial Administrator:

Jeff Schnabel, Clean Water Division Interim Manager
Clark County Public Works
1300 Franklin Street
Vancouver, WA 98660
Jeff.schnabel@clark.wa.gov

Camas' Initial Administrator:

Jamal Fox, City Administrator
City of Camas
616 NE 4th Ave
Camas, WA 98607
jfox@cityofcamas.us

Battle Ground's Initial Administrator:

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

Washougal's Initial Administrator:

Rob Charles
Washougal Public Works Deputy Director
1701 C St
Washougal, WA 98671
rob.charles@cityofwashougal.us

Any party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other parties. Each party's legislative body may also designate a person to act on its behalf with regard to execution of this agreement and subsequent amendments that impact duration or funding of this agreement.

2. PURPOSE. The County and Cities agree to collaborate on a regional pet waste campaign, Canines for Clean Water, to meet the education and outreach behavior change requirements of the Phase I Permit (S5.C.11.a) and Phase II Permit (S5.C.2.a), as follows:

2.1. By July 1, 2020, conduct a new evaluation of the effectiveness of the current Canines for Clean Water behavior change program including lessons learned and recommendations.

2.2. Based on the recommendations from (2.1), by February 1, 2021, develop a campaign that is tailored to the community following social marketing practices and methods,

including the development of a program evaluation plan that:

- 2.2.1. Develops a strategy and schedule to more effectively implement the existing campaign, or;
- 2.2.2. Develops a strategy and schedule to expand the existing campaign to a new target audience or BMPs, or;
- 2.2.3. Develop a strategy and schedule for a new target audience and BMP behavior change campaign.

2.3. By April 1, 2021, begin to implement the campaign developed in (2.2).

2.4. By March 31, 2024, evaluate and report on:

- 2.4.1. The changes in understanding and adoption of targeted behaviors resulting from the implementation of the campaign; and
- 2.4.2. Any changes to the campaign in order to be more effective; describing the strategies and process to achieve the results.

3. DUTIES OF THE COUNTY

3.1. The County shall serve as the lead agency for the Project for purposes of completion of Campaign plan specified in Exhibit A. Duties include:

- 3.1.1. Setting planning and coordination meetings at times which work for Cities.

Signed: April ____, 2021

3.1.2. Designing campaign materials with feedback from Cities.

3.1.3. Procuring Campaign materials.

3.1.4. Creating reports with feedback from Cities incorporated.

3.2. The County shall invoice the Cities for shared Project costs referenced in Exhibit A. Total spending shall not exceed \$50,000 for the Project. Cities and the County shall share costs in proportion to 2020 population estimates from Washington State Office of Financial Management. Cities shall contribute an additional 2.33% of total shared project costs, added to their proportion of the population, for administrative and project management duties performed by Clark County (proportion of population + 2.33% = Cities contribution). Costs will be shared as follows:

3.2.1. Battle Ground – 10%

3.2.2. Camas – 11%

3.2.3. Washougal – 8%

3.2.4. Clark County – 71%

3.3. The County shall coordinate and implement campaign within its own jurisdiction.

4. DUTIES OF CITIES

4.1. The Cities shall provide a staff member as a point person to participate in Project planning

and coordination to implement the Campaign plan in Exhibit A.

4.2. The Cities shall coordinate and implement Campaign within their own jurisdiction.

4.3. The Cities shall make payment on the invoice submitted by the County within thirty (30) days following receipt by the Cities of said invoice.

5. DURATION. The term of this Agreement shall commence upon execution and extend until July 31, 2024 (the “Term”), unless otherwise addressed by the Ratification provision below.

6. LIABILITY. No liability shall attach to the Cities or the County by reason of entering into this Agreement except as expressly provided herein. This Agreement is executed for the benefit of the parties and the public generally. This Agreement is not intended and shall not be construed as creating any third-party beneficiary.

7. HOLD HARMLESS/INDEMNIFICATION. To the extent authorized by law, the County and Cities shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one party arising out of, in connection with, or incident to any other party’s performance or failure to perform any aspect of this Agreement, provided, that if such claims are caused by or result from the concurrent negligence of the County and the Cities, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent

Signed: April ____, 2021

of their respective allocations of negligence, and provided further, that nothing herein shall require the County or Cities to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers, contractors or agents. The terms of this section shall survive the termination of this Agreement.

8. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the County:

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

To Camas:

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

To Battle Ground:

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

To Washougal:

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

The name and address to which notices shall be directed may be changed by any party giving the other notice of such change.

9. WAIVER. No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach.

10. AMENDMENT. Except as otherwise provided herein, any modification to this Agreement must be in writing and subject to the consent of each party.

11. TERMINATION. Any party may terminate this Agreement by providing to the other parties notice of proposed termination 90 (ninety) days prior to the proposed date of termination.

Written notice shall be deemed effective three days post presentation, either through mail notice or email notice.

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

13. AUDIT AND RECORDS. During the progress of the work and for a period of not less than three (3) years from the date of final payment, both parties shall maintain the records and accounts pertaining to the work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the parties, the State of Washington, and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the work will be furnished upon request. The requesting party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

Signed: April ____, 2021

14. DOCUMENT EXECUTION AND FILING. The County and the Cities agree that there shall be five (5) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the County and the Cities. Upon execution, one executed original of this Agreement shall be retained by the cities of Battle Ground, Camas and Washougal and two shall be retained by the County. The Cities shall cause a copy of this agreement to be posted on their website pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the Cities’ websites, each such duplicate original shall constitute an agreement binding upon all parties. One each of the duplicate originals shall be distributed to the designated agents of the parties, named as follows:

Director of Public Works
Clark County
PO Box 9810
Vancouver, WA 98666-9810

Public Works Director
City of Camas
616 NE 4th Ave
Camas, WA 98607

Battle Ground Public Works Director
City of Battle Ground
109 SW 1st St, Suite 127
Battle Ground, WA 98604

Washougal Public Works Director
City of Washougal
1701 C St
Washougal, WA 98671

15. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

Signed: April ____, 2021

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

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

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

19. GOVERNANCE. This Agreement is entered into under the authority granted by the State of Washington and provisions of the Agreement shall be construed to conform to Washington State laws.

20. DISPUTES. The principal executive or their designee of each Party shall attempt to resolve all disputes regarding the terms of this Agreement in good faith. In the event the dispute is not resolved by the Parties, the matter will be referred to the Superior Court of the State of Washington in and for Clark County.

Parties shall bear their own legal fees, costs, and expenses related to enforcing rights and responsibilities of this Agreement.

IN WITNESS WHEREOF, the County and Cities have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this

Signed: April ____, 2021

Agreement to be dated as of the ____ day of ____, 2021.

CLARK COUNTY

CITY OF BATTLE GROUND,
A municipal corporation

By: _____
Kathleen Otto, County Manager

By: _____
Erin Erdman, City Manager

Attest:

By: _____
Kay Kammer, City Clerk

Approved as to form only:

Approved as to form only:

By: _____
Name: Bill Richardson
Deputy Prosecutor for the County

By: _____
Christine Hayes, City Attorney

CITY OF CAMAS,
A municipal corporation

By: _____
Jamal Fox, City Manager

Attest:

By: _____
_____, City Clerk

Approved as to form only:

By: _____
Shawn MacPherson, City Attorney

Signed: April ____, 2021

CITY OF WASHOUGAL,
A municipal corporation

By: _____
David Scott, City Manager

Attest:

By: _____
Jennifer Forsberg, City Clerk

Approved as to form only:

By: _____
Ken Woodrich, City Attorney



2021
PAVEMENT MANAGEMENT
CONDITION REPORT

City Council Workshop
April 19, 2020

Background

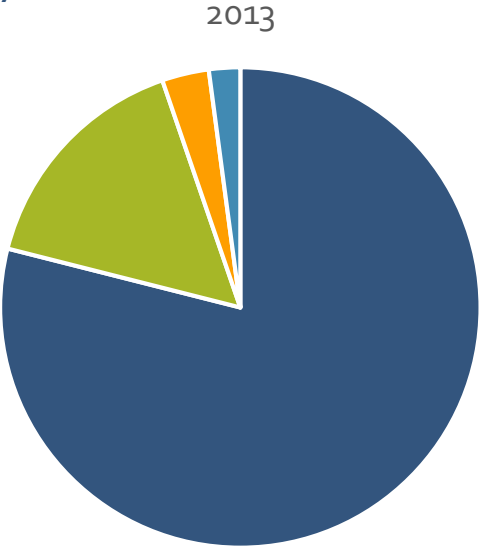
The objective of an effective pavement management program is to provide good roadways at the lowest, sustainable lifecycle cost possible.

In 2014, City Council elected to increase funding for the Street Preservation Program. This increase has provided the opportunity to maintain the Citywide Pavement Condition Index (PCI). This funding has provided the opportunity to utilize cost effective preservation measures and preform major restoration work.

Street Network Statistics

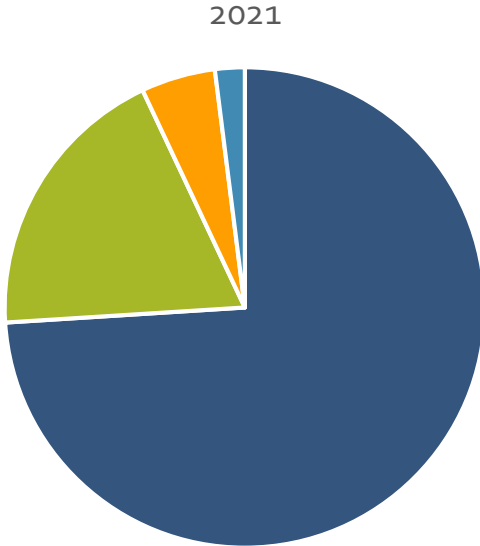
Current PCI = 75

- 2013 Budget: Approximately \$175,000
- 102 Centerline Miles
- PCI: 77



■ Good (I) 70-100 ■ Fair (II/III) 50-69
■ Poor (IV) 25-49 ■ Very Poor(V) 0-24

- 2021 Budget Approximately \$1 Million
- 122 Centerline Miles
- PCI: 75

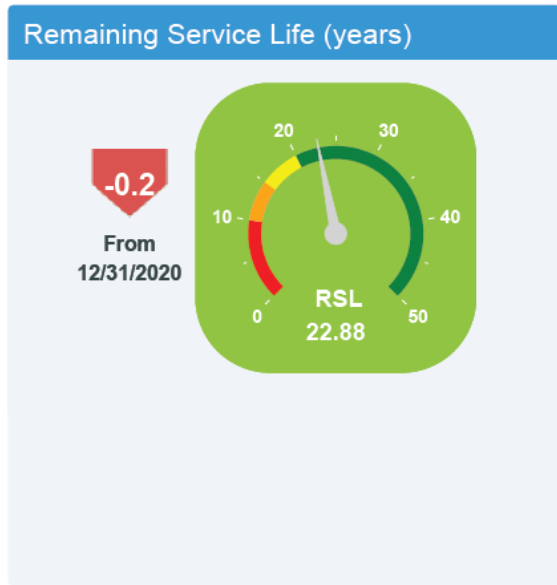
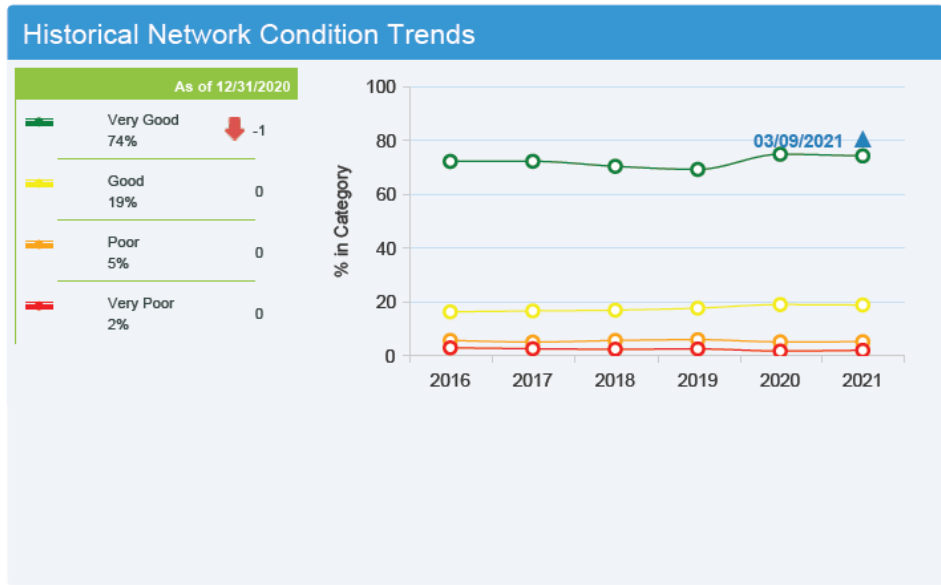
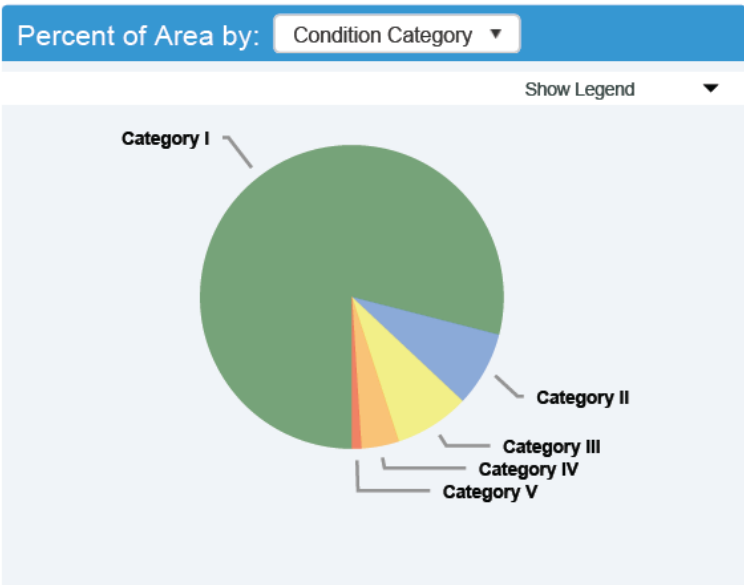
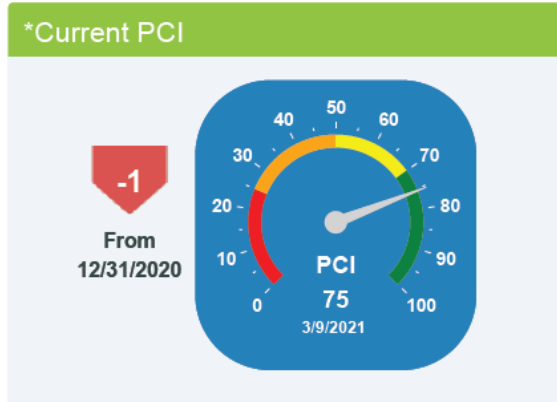
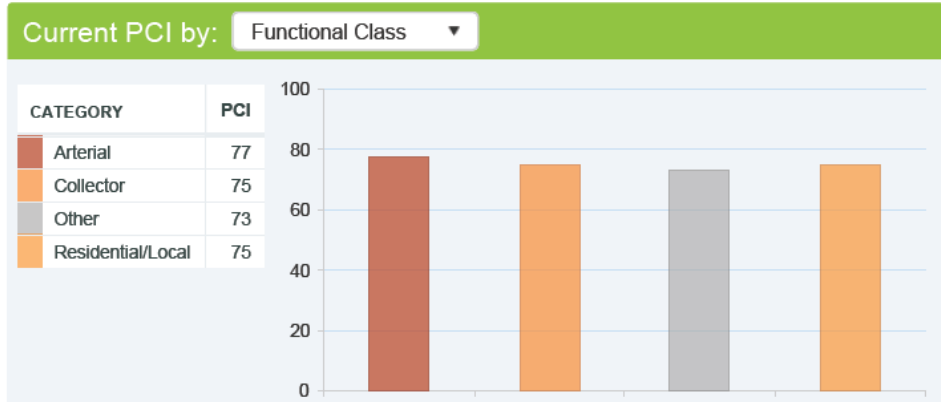
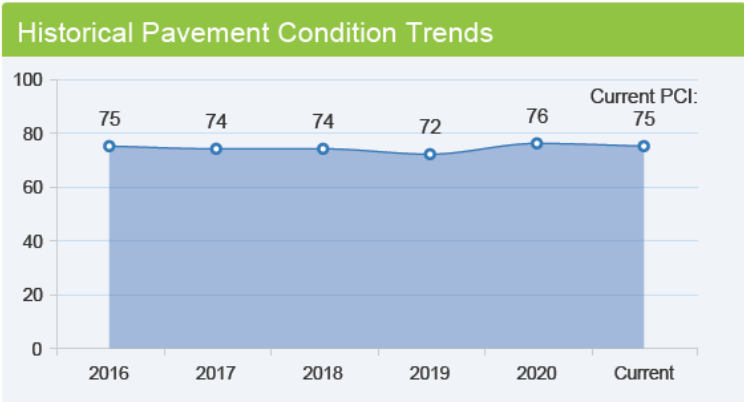


■ Good (I) 70-100 ■ Fair (II/III) 50-69
■ Poor (IV) 25-49 ■ Very Poor(V) 0-24

Executive Dashboard

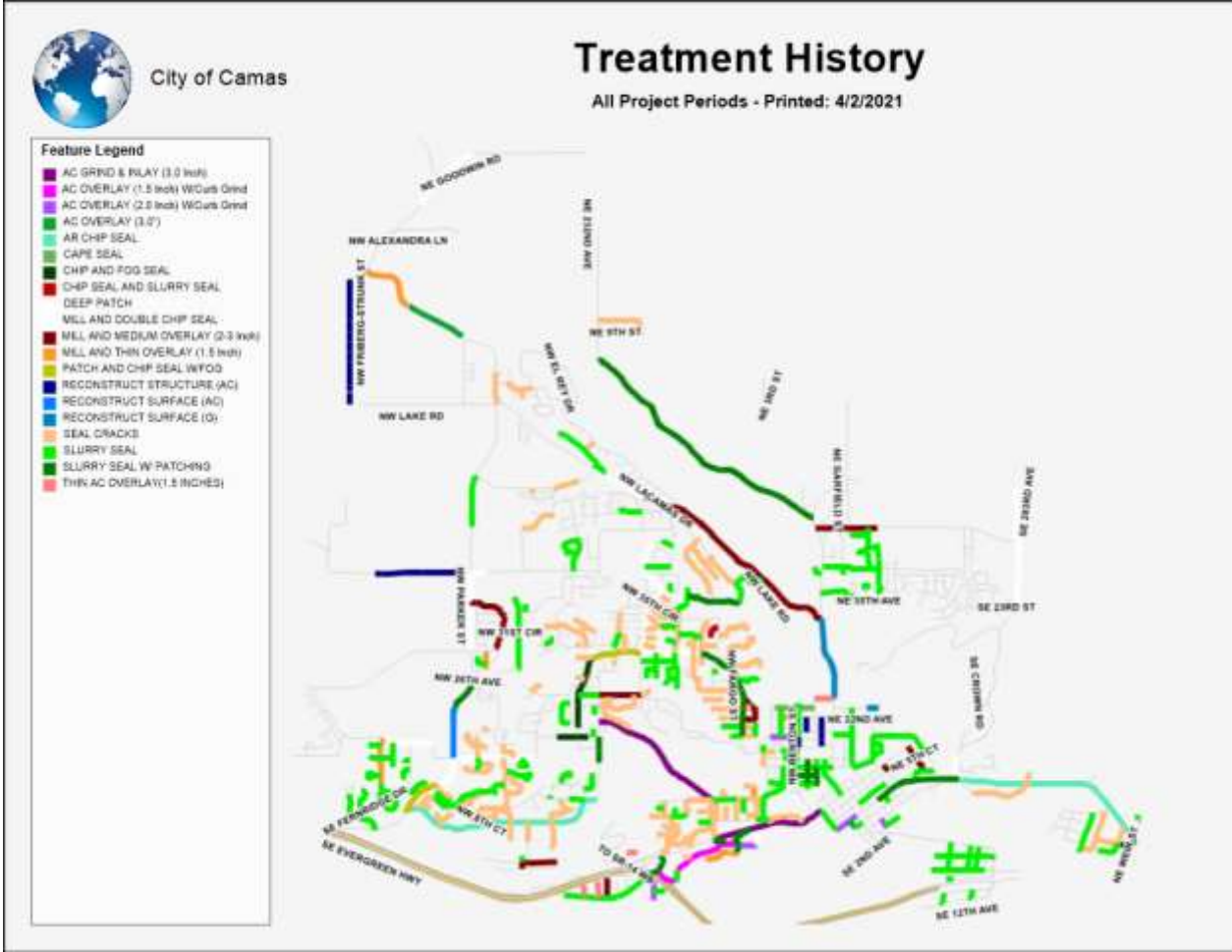
Item 5.

Pavement Area (square miles): 0.78 | Centerline Miles: 122.26 | Lane Miles: 282.26 | Sections: 938

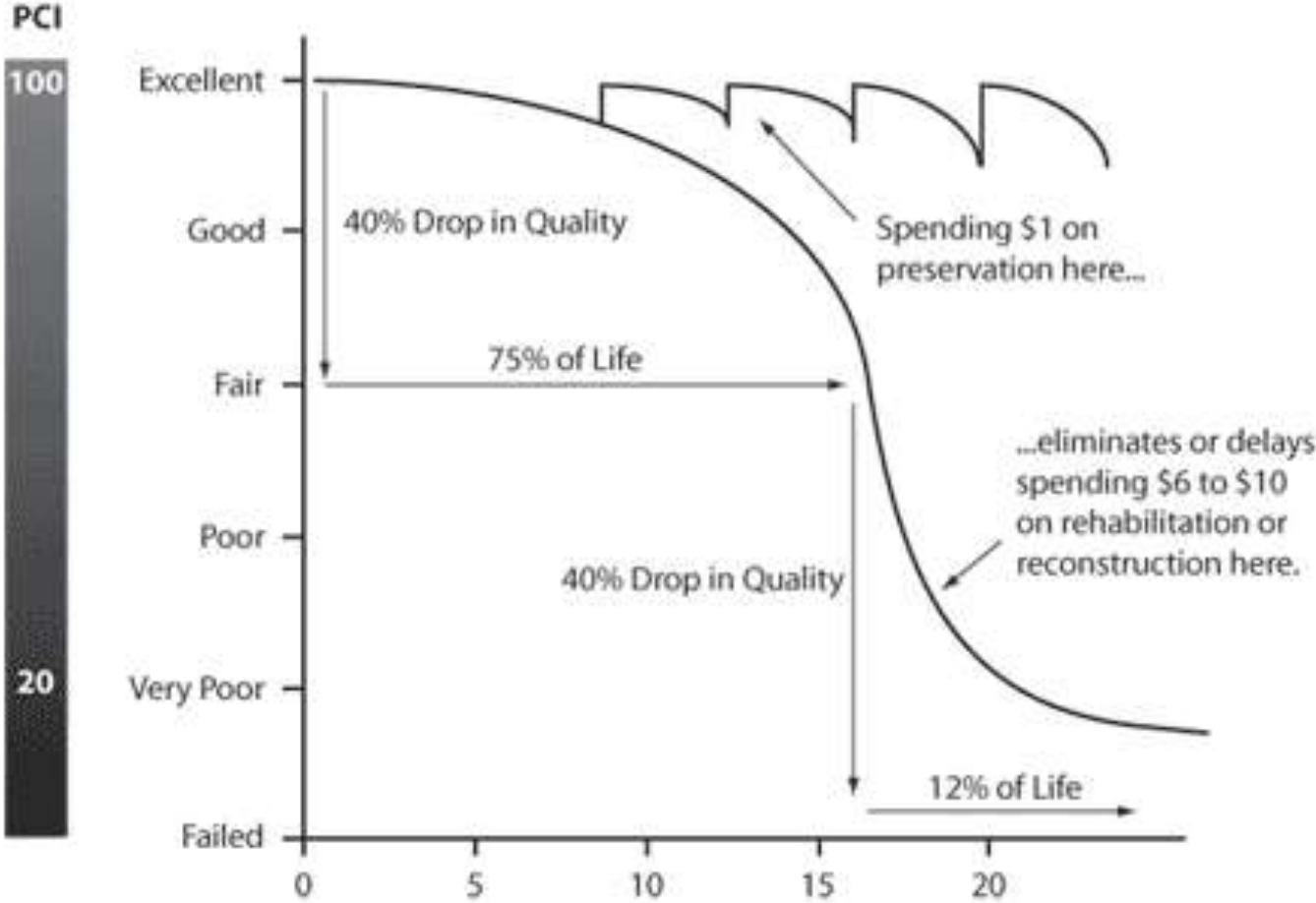


DISCLAIMER: For display purposes only, graphs with an asterisk () show Condition Category colors based on default PCI Breakpoint values of 70, 50 and 25. Please Note: Historical PCI values are calculated as of 12/31 of the year shown.

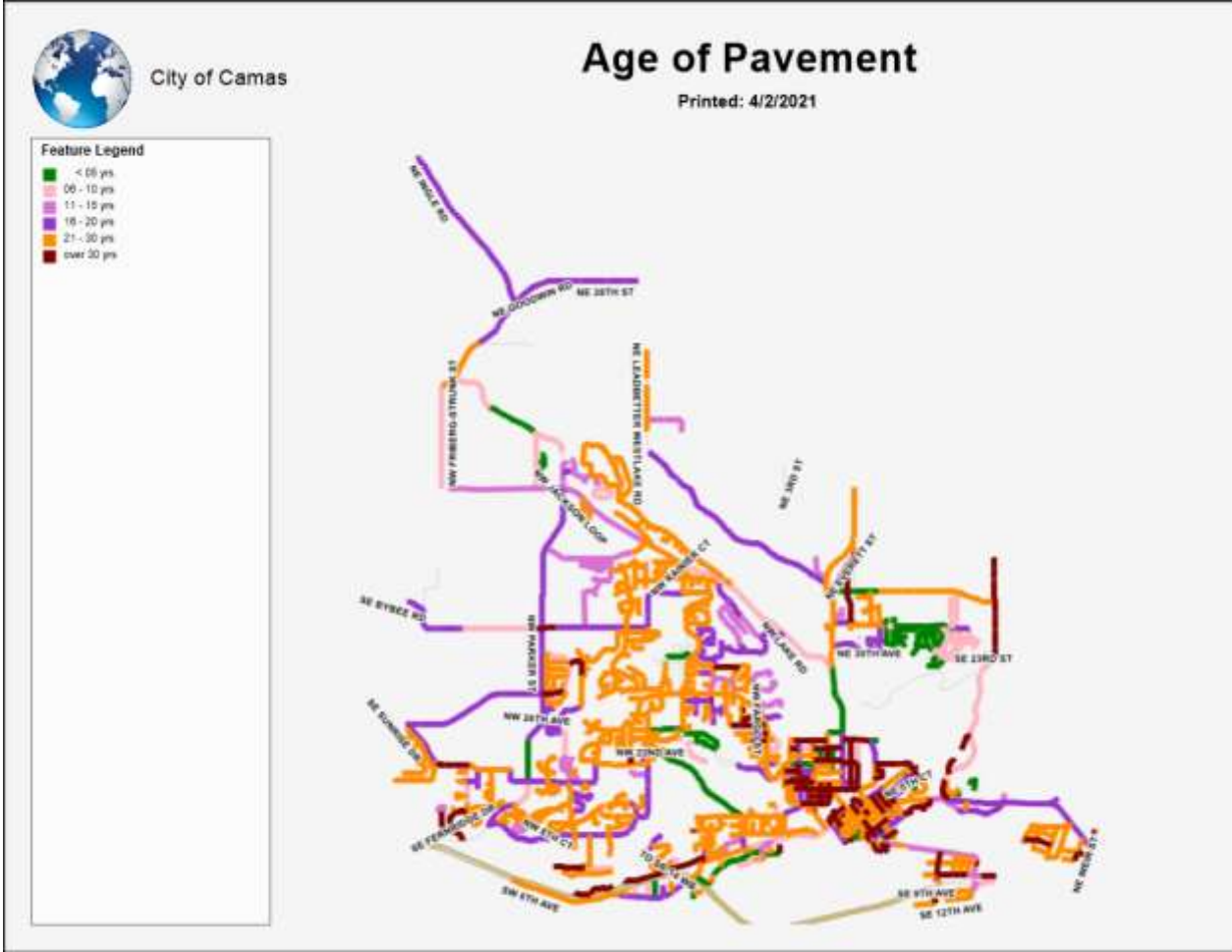
Projects Since 2013



Pavement Deterioration Curve



Coming Wave of Deterioration



Considerations

- At current funding levels, Pavement Condition will continue to deteriorate
- As pavement condition deteriorates, lose opportunity to maintain streets with cost effective surface seal & crack seal
- ADA Sidewalk Curb Ramps
- To maintain PCI, model estimates additional \$500,000/Year needed. Consider increasing annual funding.

2021 Potential Projects



Total Budget: \$1 Million

- NE 15th Reconstruct \$280K
- NE 2nd Reconstruct \$170K
- Cemetery Paving \$75K
- Slurry Seal \$300K
- Reserve \$175
 - Partnering Opportunities
 - Grant Opportunities
 - Emergency Repairs
 - 2022 Carry-over

Questions?



Staff Report

April 19, 2021 Council Workshop

City Contract Discussion (Resolution No 16-009)

Presenter: Jamal Fox, City Administrator and Cathy Huber Nickerson, Finance Director

Phone	Email
360.834.6864	jfox@cityofcamas.us

BACKGROUND: At the February 16, 2021 Workshop meeting City Attorney MacPherson presented information about contract authority in other Washington cities similar in size to Camas and included a link to MRSC’s Procurement Policy Guidelines. At the March 1, 2021 Workshop meeting, Council Member Chaney asked this item be placed on a future Finance Committee Agenda. At the March 8, 2021 Finance Committee meeting, Council Member Chaney recommended he take the item up with the City Administrator, the Committee agreed. On March 10, 2021, Council Member Chaney met with City Administrator Fox. At the March 15, 2021 Workshop meeting Council Member Chaney asked that the matter to rescind Resolution 16-009 be placed on the March 15, 2021 Regular Meeting agenda. It could not be acted on in the March 15, 2021 Special Meeting and the item was placed on the April 5, 2021 Workshop Agenda. At that Workshop meeting Finance Director Huber Nickerson provided an overview presentation about the number and types of contracts at the City of Camas and Council Member Hogan asked that the item be added to the April 19, 2021 Regular Meeting agenda for discussion and action.

SUMMARY: RCW 35A.11.010 provides the authority to contract with the City Council. The responsibility to obligate the City resides with the City Council. City Council also has the authority to delegate some of the responsibility to City Administration in order facilitate efficiency for both Council and staff. Council approved Resolution 16-009 by providing thresholds to delegate contract approval to the Mayor or designee. Council also directed the Finance Director to establish administrative policies and procedures to ensure the “City contracting, agreements and procurement activities are in compliance with state law, municipal code, and any applicable resolutions.” The City has and is currently in compliance with Resolution 16-009, which annually in independently confirmed by the State of Washington Auditor’s Office during the annual financial audit of the City.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? The intent of the discussion is to thoroughly review the resolution and garner feedback from each Council Member.

What’s the data? What does the data tell us? The data shows most Washington cities have thresholds to determine which contracts are reviewed by City Council and which are

delegated to staff internal processes. State law provides latitude for cities to determine their own processes. MRSC guidance has been incorporated into the City's practices.

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

Who will benefit from, or be burdened by this agenda item? This agenda item is intended to benefit citizens by ensuring the City's financial resources are prudently spent efficiently.

What are the strategies to mitigate any unintended consequences? The City has policies and procedures in place which the State Auditor evaluates annually.

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

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

What potential hurdles exist in implementing this proposal (include both operational and political)? Staff seeks to accommodate Council's concerns on the handling of large contracts at the City of Camas; both legislatively and within administration processes.

How will you ensure accountabilities, communicate, and evaluate results? Staff will adhere to any policy adopted by Council and communicate information as requested by Council.

How does this item support a comprehensive plan goal, policy, or other adopted resolution? City staff support the Council's authority to determine contract authority and aim to do so in the most efficient and transparent manner possible.

BUDGET IMPACT: Depending upon Council's decision, there could be budgetary impacts with potential staffing needs to implement a new process.

RECOMMENDATION: This item is also on the April 19, 2021 Regular Meeting agenda for Council's consideration.

RESOLUTION NO. _____

A RESOLUTION amending and replacing Resolution 16-009 by establishing revised thresholds for the delegation of contracting and agreement authority to the Mayor or designee and directing the Finance Director to establish and administer the necessary policies and procedures for contracting, agreements, and purchasing to ensure compliance with state law, municipal code, and any applicable resolutions.

WHEREAS, the legislature has vested the authority to contract and procure with the Council, pursuant to RCW 35A.11.010; and

WHEREAS, the Council exercises general control over the City’s contracting and agreement activities through its adoption of the annual budget and through the accounts payable process; and

WHEREAS, the Council recognizes that the scope of contracting and agreement activities at the City is such that a reasonable delegation of contracting and agreement authority to the Mayor or designee is in the best interest of the City by facilitating administrative efficiency; and

WHEREAS, the Finance Director should be directed to establish the necessary administrative policies and procedures to ensure that City contracting, agreements, and procurement activities are in compliance with state law, municipal code, and any applicable resolutions;

WHEREAS, the Council has heretofore adopted Resolution 16-009 relating to such delegation of contract and agreement authority and upon review have revised the threshold amounts thereof and made provisions relating to recurring contract and agreement authority;

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

The Council hereby establishes the thresholds for the delegation of contract and agreement approval authority to the Mayor or designee as shown in Exhibit A.

II

The Finance Director is directed to establish the necessary administrative policies and procedures to ensure that City contracting, agreements, and procurement activities are in compliance with state law, municipal code, and any applicable resolutions.

III

Resolution 16-009 as adopted by the City Council is hereby superseded and replaced by this Resolution _____.

ADOPTED BY THE COUNCIL OF THE CITY OF CAMAS AND APPROVED BY THE MAYOR this ____ day of April, 2021.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

EXHIBIT A

CONTRACT AND AGREEMENT THRESHOLDS

The expenditure of public funds for the purchase of and contracting for goods, services, supplies, and materials and all other contracts and agreements shall comply with all applicable state law requirements set forth in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC), in addition to any applicable federal laws and regulations.

The City Council authorizes the Mayor, or designee, to enter into and execute on behalf of the City the following contracts and/or agreements without individual approval of each contract and/or agreement by the City Council, so long as the contract and/or agreement is consistent with the approved budget for the City, and the City's liability under the contract and/or agreement does not exceed available fund balances.

- A. Professional Service Contracts and Agreements – including, but not limited to contracts and agreements for architectural, engineering, legal, and consulting services involving a cost or fee of less than **\$10,000**.
- B. Maintenance/Service Contracts – for nonprofessional services involving a cost or fee of less than **\$10,000**.
- C. Lease Agreements – for materials, supplies, and equipment where the expenditures or fee do not exceed **\$10,000** per year.
- D. Public Works Projects – Small Works Roster Projects with a single trade involving expenditures of less than **\$50,000** and Small Works Roster Projects with multiple trades involving expenditures of less than **\$100,000**.
- E. Public Works Projects - Capital and Major Maintenance Projects in excess of the limits set forth in subsection D herein shall proceed to Council for approval. The Mayor or his designee shall have the authority to execute the Change Orders up to 10% of the contract total, provided that the Change Orders are within the limits of the original contract and consistent with the scope and intent of the authorized project.

The breaking down of any purchase contract or agreement into units or phases for the purpose of avoiding the maximum dollar threshold is prohibited.

Following City Council approval of any contract and/or agreement any subsequent annual or recurring renewal thereof may be exercised by the Mayor or designee without additional Council approval, so long as the contract and/or agreement is consistent with the approved budget for the City, and the City's liability under the contract and/or agreement does not exceed available fund balances.

The Mayor, in the Mayor's discretion, may present any contract or agreement to the City Council for prior approval, even if the contract or agreement is allowed to be approved without prior City Council approval.