



City Council Regular Meeting Agenda Monday, April 05, 2021, 7:00 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 to enable the City to make reasonable accommodations to ensure accessibility (28 CFR 35.102-35.104 ADA Title 1.).

How to join meeting:

OPTION 1 -

1. Go to www.zoom.us
 - Download the app
 - Or, click "Join A Meeting" and paste Meeting ID – 921 6780 8507
2. Or, from any device click <https://zoom.us/j/92167808507>
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 #921 6780 8507, 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.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

CONSENT AGENDA

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

1. [March 15, 2021 Camas City Council Workshop and Regular Meeting Minutes](#)

2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [Parks, Recreation and Open Space Comprehensive Plan \(PROS\) Update – Consultant Contract \(Submitted by Trang K. Lam, Parks & Recreation Director\)](#)
4. [Haven Heights Final Plat Approval \(Submitted by Robert Maul, Planning Manager\)](#)
5. [Approve Citywide Traffic Signal Controller Upgrades Inter-Agency Agreement \(Submitted by James Carothers, Engineering Manager\)](#)

NON-AGENDA ITEMS

6. Staff
7. Council

MAYOR

8. Mayor Pro Tem Alternate Appointment
9. [Community Development Block Grant Week Proclamation](#)
10. [Child Abuse Prevention Month Proclamation](#)
11. [National Poetry Month Proclamation](#)

MEETING ITEMS

12. [McNeley Annexation – 10% Notice of Intent](#)
[Presenter: Robert Maul, Planning Manager](#)
13. [Public Hearing - Ordinance No. 21-007 Amending the 2021 Budget](#)
[Presenter: Cathy Huber Nickerson, Finance Director](#)
14. [City of Camas Proclamation of Civil Emergency COVID-19](#)
[Presenter: Jamal Fox, City Administrator](#)

PUBLIC COMMENTS

ADJOURNMENT



City Council Regular Meeting Minutes - Draft
Monday, March 15, 2021, 7:00 PM
REMOTE MEETING PARTICIPATION

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

SPECIAL MEETING

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Staff: Bernie Bacon, Phil Bourquin, Sherry Coulter, Jamal Fox, Jennifer Gorsuch, Lauren Hollenbeck, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Shawn MacPherson, Bryan Rachal, Heather Rowley, Nick Swinhart, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

PUBLIC COMMENTS

Randal Friedman, Camas, commented about the Georgia-Pacific property.

CONSENT AGENDA

1. March 1, 2021 Camas City Council Workshop and Regular Meeting Minutes
2. \$674,811.66 Automated Clearing House and Claim Checks Numbered 146908--147061
3. \$64,213.32 for January 2021 Emergency Medical Services (EMS) Write-off Billings; \$59,152.92 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$5,060.40 for Ground Emergency Medical Transport funding. (Submitted by Cathy Huber Nickerson, Finance Director)
4. \$94,556.65 for February 2021 Emergency Medical Services (EMS) Write-off Billings; \$84,800.40 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$9,756.25 for Ground Emergency Medical Transport funding. (Submitted by Cathy Huber Nickerson, Finance Director)

5. NW 12th Avenue Improvements Bid Award (Submitted by James Carothers, Engineering Manager)
6. Backyard Habitat Certification Program Agreement Amendment (Submitted by Steve Wall, Public Works Director)

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

NON-AGENDA ITEMS

7. Staff

Fox commented about staff working on an American Rescue Plan (ARP), commended staff for all their efforts as the City is moving through the COVID-19 Phases to a safe re-opening.

8. Council

Anderson commended Council on Council's COVID-19 response efforts, requested, with consensus, that adding an Alternate for the Mayor Pro Tem be placed on a future Council agenda, and attended an Association of Washington Cities (AWC) webinar.

Anderson, Chaney and Carter, and recommended including a City staff or Council member be included on the advisory committee about Georgia-Pacific's (GP) Camas mill site remediation.

Chaney requested, with consensus, that Resolution No. 16-009 be placed on a future Council meeting agenda.

Roberts commented about the Discover Recovery Conditional Use Permit (CUP) hearing, citizen inquiries about Lacamas Park bike ramps, and about sidewalks to and from Camas High School. Roberts commented about COVID Phase 3 guidelines and in-person Council meetings.

Burton attended the Shoreline Management Review Committee hearing, thanked Mayor McDonnell and City Administrator Fox for their support of volunteerism in the community, reminded everyone about the annual downtown Camas clean-up event on April 25, 2021, attended the Southwest Washington Red Cross orientation and briefing, and a COVID update by the Washington State Department of Health.

Carter commented about the CUP hearing, attended each of the Finance Committee, Library Board of Trustees, and the Camas School District Equity meetings.

Hogan attended each of the Finance Committee, Lacamas Creek Watershed Committee, and the Denis Hayes presentation at Clark College.

MAYOR

9. Mayor Announcements

Mayor attended the monthly Clark County Mayor's meeting and met with a representative from Governor Inslee's office about moving through the States Phases to reopening. Mayor commended all the Library staff for their all their re-opening efforts, recognized the 2020 Camas Police Officer of the year, Elliott Sundby, and commended Camas Police Captain Shyla Nelson for heading up the effort towards being accredited by the Washington Association of Sheriffs and Police Chiefs (WASPC). Mayor stated that he met with Representative Wylie from the 49th District about the Lacamas Lake clean-up efforts and Slough Bridge improvements.

10. 2021 Citizen Appointments

It was moved by Burton, and seconded, to confirm the Mayor's 2021 Citizen Appointments as presented. The motion carried unanimously.

MEETING ITEMS

11. Ordinance No. 21-004 Amendments to Camas Municipal Code, Titles 3.86 and 18 Related to Housing Mandates
Presenter: Phil Bourquin, Community Development Director

It was moved by Carter, and seconded, that Ordinance No. 21-004 be read by title only. The motion carried unanimously.

It was moved by Carter, and seconded, that Ordinance No. 21-004 be adopted and published according to law. The motion carried unanimously.

12. Ordinance No. 21-005 Annual Code Amendments
Presenter: Phil Bourquin, Community Development Director

It was moved by Roberts, and seconded, that Ordinance No. 21-005 be read by title only. The motion carried unanimously.

It was moved by Roberts, and seconded, that Ordinance No. 21-005 be adopted and published according to law. The motion carried unanimously.

13. Ordinance No. 21-006 Amending CMC Title 16 and 18 relating to Flood Hazard Regs
Presenter: Phil Bourquin, Community Development Director

It was moved by Chaney, and seconded, that Ordinance No. 21-006 be read by title only. The motion carried unanimously.

It was moved by Chaney, and seconded, that Ordinance No. 21-006 be adopted and published according to law. The motion carried unanimously.

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

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

PUBLIC COMMENTS

Yoshi McClanahan, 2234 NW Treetop Court, Camas, commented about the Discover Recovery CUP.

Maggie Koch, Prune Hill, Camas, commented about the Discover Recovery CUP.

Hannah Rogers, Camas, commented about the Discover Recovery CUP.

ADJOURNMENT

The meeting adjourned at 7:48 p.m.

From: Scott McElhaney <scott@mcelhaney.com>
Sent: Monday, March 15, 2021 12:00 PM
To: Bernie Bacon
Subject: Is City Council breaking quorum rules and giving residents improper advice?

WARNING: This message originated outside the City of Camas Mail system. **DO NOT CLICK** on links or open attachments unless you recognize the sender and are expecting the content. If you are unsure, click the Phish Alert button to redirect the email for ITD review.

Bernie,

This is for the public comments for today's City Council meeting at 7:00pm 3/15/21.

Members of the City Council and City of Camas Administration, in review of numerous internal and external City of Camas emails specific to the community issue around the review and upcoming Hearings Examiner meeting on 3/24 of the Discovery Recovery Center I see a couple of concerns:

1. Potential issues around City Council enforcing and following rules around quorum.
2. Potential issue where a member of City Council appears to show support for and advice to a resident for the upcoming review of the Discover Center application. I did see this was dealt with internally within the Council after the fact.

I will not call out specific emails or persons at this time but I would request the Council to ensure going forward to diligently follow the process for quorum through the email/phone process and ensure members are not improperly advising residents on matters in which would appear in conflict and no matter personal feelings otherwise.

Thank you,

Scott

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Scott McElhaney | 4227 NW Sage Loop, Camas, WA. | Cell 360.798.4248



City Council Workshop Minutes - Draft
Monday, March 15, 2021, 4:30 PM
REMOTE MEETING PARTICIPATION

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

SPECIAL MEETING

CALL TO ORDER

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

ROLL CALL

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

Staff: Bernie Bacon, Phil Bourquin, James Carothers, Sherry Coulter, Jamal Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Robert Maul, Bryan Rachal, Heather Rowley, Nick Swinhart, Connie Urquhart, and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

Gail Harrington, 3512 NW Sierra Drive, Camas, commented about the Discover Recovery Condition Use Permit.

Brent Erickson, Camas, commented about the Camas Cemetery.

Cassi Marshall, 1186 NW 10th, Camas, commented about Georgia-Pacific property.

Additional public comments received via publiccomments@cityofcamas.us are attached to these minutes.

WORKSHOP TOPICS

1. 2021 Spring Omnibus Budget Presentation
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the 2021 Spring Omnibus and discussion ensued.

This Public Hearing will be opened at the April 5, 2021 Regular Meeting and closed at the April 19, 2021 Regular Meeting for Council's consideration.

2. Parks, Recreation and Open Space Comprehensive Plan (PROS) update – Consultant Contract
Presenter: Trang K. Lam, Parks & Recreation Director

Lam provided an overview of the plan and discussion ensued. This item will be placed on the April 5, 2021 Regular Meeting Agenda for Council's consideration.

3. Backyard Habitat Certification Program Agreement Amendment
Presenter: Steve Wall, Public Works Director

This item has also been placed on the March 15, 2021 Consent Agenda for Council's consideration.

4. Citywide Traffic Signal Controller Upgrades Inter-Agency Reimbursable Agreement
Presenter: James Carothers, Engineering Manager

This item will be placed on the April 5, 2021 Consent Agenda for Council's consideration.

5. McNeley Annexation – 10% Notice of Intent
Presenter: Robert Maul, Planning Manager

This item will be placed on the April 5, 2021 Regular Agenda.

6. Draft Council Rules of Procedure
Presenter: Jennifer Gorsuch, Administrative Services Director

This item will be placed on the April 5, 2021 Workshop Agenda and the corresponding resolution will be placed on the April 5, 2021 Regular Agenda for Council's consideration.

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

Due to time constraints, comments were provided at the March 15, 2021 Regular meeting.

COUNCIL COMMENTS AND REPORTS

Chaney commented about Resolution 16-009. There was consensus to add this item to the March 15, 2021 Regular meeting agenda.

PUBLIC COMMENTS

Due to time constraints, public comments were provided at the March 15, 2021 Regular meeting.

ADJOURNMENT

The meeting adjourned at 6:30 p.m.

From: Scott McElhaney <scott@mcelhaney.com>
Sent: Monday, March 15, 2021 11:34 AM
To: Bernie Bacon
Subject: Will City Council discuss privacy concerns for citizens of Camas during public meetings?

Bernie,

This is for public comment section for the 4:30pm Council Workshop for today's meeting 3/15/21.

I would like to see if the members of the City Council have thought about the subject of discussing within the Council, for individuals who want to make public comments during open, public meetings to keep their addresses out of public record in order to make public comments.

I do know there have been residents in the past who have asked to keep their addresses private during the request for public comment in addition to others who have expressed the same during in-person meetings. Where there are these use cases, anecdotally there other citizens who will not speak up due to this requirement. I know when I received a letter in the mail from a person who got my address from a public call made me a bit uneasy.

My request is the members of the City Council give thought to allowing residents privacy during public comments as opposed to the current requirement of giving addresses. There must be other ways around this i.e. saying they are or are not Citizens of Camas instead of their address, or other option.

Thank you,

Scott

Scott McElhaney | Camas, WA. | Cell 360.798.4248

----- Original Message -----

Subject:Re: Letter to Scott McElhaney

Date:2021-02-18 6:46 pm

From:Barry McDonnell

To:Scott McElhaney

Scott,

Thanks for reaching out. Great reminder on the DCA membership; I just signed up my family also, and like you, should have done so sooner. The DCA has done wonders for our downtown over the years, and helping form it into the gem it is.

Thank you also for your ongoing civic participation and being an involved citizen in our community. I truly appreciate that. At Council meetings you have shared some great insight, praise, and even at times a little

frustration, as have I. Sometimes your encouragement to myself, staff, or council is the highlight of our week and I trust that your intentional commentary is provided with the intent to help make us all better. I am confident in the Council, our City's leadership team, and our combined ability to navigate the next few years and do what's best for this city - not just for now, but for generations to come. LPH.

Thank you,
Barry

Item 1.

On Feb 18, 2021, at 9:28 AM, Scott McElhaney wrote:

WARNING: This message originated outside the City of Camas Mail system. DO NOT CLICK on links or open attachments unless you recognize the sender and are expecting the content. If you are unsure, click the Phish Alert button to redirect the email for ITD review.

Sarah,

I received your letter requesting a meeting or call. I do want to clarify on the two items you list as I feel this requires explanation specifically to your observations. I am also going to attach your letter so the folks can get perspective.

Regarding the Sip N Shop, I was referring to the Shop Local & Save, sponsored by the City of Camas Finance Department. While I completely support the DCA's function and know how important the DCA is I honestly don't remember the Sip & Save promotion at this time. I thought the Shop Local & Save was a great idea and hoping maybe it could be offered again.

The second item related to your email to the City Council. My concern was around the separation of duties and roles, specific to how the Council and Administration function within the guidelines described by Nan Henriksen and her supporting presentation. Since that was top of my mind, as it had just been the subject of her talk, it struck me as a potential area of mis-alignment within how the Council and Mr. Fox & Mayor should operate. Council member Carter, in my opinion and as stated on the call, appeared to cross the line as she continued to press and request to be involved in the planning of hiring front line staff. This, again in my opinion appeared to be an inappropriate request based on my understanding of Nan's presentation on how Gov't entities should function specific to this capacity (Administration of day to day versus Policy)

I have no issue what so ever with your email and have not sent in a request for public access to this as I feel whether you sent as a citizen or member of the DCA you have the right to request like we all do. My problem with the process was the framing and enhanced discussion to include what I stated above. The request from a City Council member to be included in what appeared to be of hiring front line staff, which I still feel and felt at that time to be out of line and not appropriate given the appropriate functions.

Now, having said all the above and because of your letter, I am going to hit send and become a supporter of DCA through the Household Membership - something our family should have done sooner. I have to be candid, I was a bit concerned from your letter from a personal perspective with you seeming to represent Fuel Medical and as a member of the Board for DCA. To be frank, my first gut reaction was, oh geez I guess I'll never apply for a job at Fuel. My glass went half-empty in this case. But I also very appreciate you being proactive in your upcoming role with DCA.

Regards,

Scott

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Scott McElhaney | 4227 NW Sage Loop, Camas, WA. | Cell 360.798.4248

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

From: Public Comments

From: Nan Henriksen

Sent: Monday, March 15, 2021 11:36 AM

To: Heather Rowley

Cc: nannon@lycanon.org

Subject: 3/15 Letter to Mayor and Council

WARNING: This message originated outside the City of Camas Mail system. **DO NOT CLICK** on links or open attachments unless you recognize the sender and are expecting the content. If you are unsure, click the Phish Alert button to redirect the email for ITD review.

3/15 Letter to Mayor and Council

Mayor and Council,

I am Nan Henriksen, lifelong citizen of Camas and former Camas Mayor. I planned on making public comment this evening but am not feeling well.

Almost 40 years ago the Camas City Council and I worked together and took bold action to change our City's vision of itself and tried to ensure long term fiscal viability, focusing on an excellent quality of life for future generations of Camasonians.

Now you have a similar opportunity to alter our City's vision and destiny. Even though the mill property is currently zoned Heavy Industrial, I would be surprised if the City's future vision for that property is for more heavy industrial. If we have a vision for aesthetically pleasing and vibrant mixed use with waterfront access to all in the future, we must ensure NOW that required cleanup of the mill site is adequate and safe for mixed use and not just good enough for more heavy industrial usage. I will do all I can to make sure we keep our options open for a 21st century vision.

Right now you have the opportunity to take bold, well planned and decisive steps to ensure an even brighter future for Camas. Please seize the opportunity before it's too late.

Thanks so much for all you do for me and all Camas citizens now and into the future!

Nan Henriksen
2823 NW Alpine Lane
Camas WA 98607
Sent from my iPad

From: Elaine&Brent Erickson <ericksonbase4@aol.com>
Sent: Monday, March 15, 2021 2:12 PM
To: Public Comments
Subject: cemetery clean up/nonprofits

WARNING: This message originated outside the City of Camas Mail system. **DO NOT CLICK** on links or open attachments unless you recognize the sender and are expecting the content. If you are unsure, click the Phish Alert button to redirect the email for ITD review.

Good afternoon Mayor and Council members.

This email is in regards to a request by local nonprofit that were willing to give back to the community by wanting to do their part in cleaning up the cemetery for the Memorial weekend. Their request was denied.

Past history on the cemetery. When the City of Camas took over the cemetery they (the city) encouraged the local nonprofits to help in maintaining the cemetery by getting it spruced up for the Memorial holiday. There were groups that stepped up last year for the effort to help out. The city does not have the man power on their own to handle the clean up and this was why the city has encouraged the help from the nonprofits over the years.

In closing, I would ask the city to continue getting the help from the nonprofits since it is a benefit for all involved.

Sincerely,

Brent Erickson
2739 NE Everett St.
Camas, WA 98607



Staff Report – Consent Agenda

April 5, 2021 Regular Meeting

Parks, Recreation and Open Space Comprehensive Plan (PROS Plan) update – Consultant Contract

Submitted by: Trang K. Lam, Parks & Recreation Director

Phone	Email
360.817.7037	tlam@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: The City of Camas’s Parks, Recreation and Open Space (PROS) Comprehensive Plan was adopted in December 2014, and is updated every six years. This next updated PROS Plan will cover the six-year period from 2022 to 2028; and will serve as a guide for the acquisition, development and management of the City of Camas system of parks, trails, open space and special facilities. It will also establish the City’s eligibility to apply for grants from a variety of state agencies including the Washington State Recreation and Conservation Office (RCO).

The City issued a Request for Qualification in late 2020 to solicit a consultant team to prepare the updated PROS Plan. A consultant has been selected and Staff presented the consultant’s contract scope, cost and timeline to Council at the March 15, 2021 Council Workshop.

SCOPE:

- Project Management
- Existing Conditions and Baseline Analyses
- Community Engagement
- Community Needs Assessment
- Preliminary Plan Development
- Final Plan Review and Approvals

CONTRACT COST: \$118,327

- Project Scope of Work – Not To Exceed - \$101,969
- Optional Services* – Not To Exceed - \$16,358

*Optional Services requires City’s approval to proceed.

PROJECT TIMELINE:

Final Plan and Approvals by March 2022

EQUITY CONSIDERATIONS:

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

Staff recommends approval of this item, allowing project kick-off to occur in April.

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

N/A

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

A full public engagement approach is included in the project scope.

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

The City of Camas as a whole will benefit from this project. The Updated PROS Plan will serve as a guide for the acquisition, development and management of the City of Camas system of parks, trails, open space and special facilities. It will also establish the City's eligibility to apply for grants from a variety of state agencies including the Washington State Recreation and Conservation Office (RCO).

What are the strategies to mitigate any unintended consequences?

N/A

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

This planning process will incorporate approaches to engage all communities, with special attention on creating engagement tools that will reach underserved, people living with disabilities and/or communities of color. This project will gather and assess current and projected population and demographics; and will approach prioritizing projects and programs for recommendation to the City through an equity lens.

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

Yes. One of the scope items in this contract is to inventory and analyze the City's Parks & Recreation system and assets and provide recommendations.

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

The City has a number of grant opportunities through the RCO that will be dependent on completion of the updated PROS Plan by the 2022 RCO Grant Cycle. This will require PROS Plan review and/or approval through the Parks & Recreation Commission, Planning Commission, SEPA process and Council no later than March 2022. To meet the grant opportunities timeline, this project schedule will be constrained and staff will

need to work effectively and efficiently with the consultant team to ensure project is completed on schedule. With anticipated consultant contract approval by Council on April 5, 2021, the project will have a tight timeline of eleven months, from start through Council approval in early 2022.

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

The Parks & Recreation Commission will be the project advisory committee, and a separate Technical Advisory Committee will be formed. Both these committees will keep project team accountable and evaluate team's project results.

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

The updated PROS Plan is part of the City's Comprehensive Plan. The PROS Plan is updated every six years. This updated PROS Plan will cover the six-year period from 2022 to 2028.

BUDGET IMPACT: This PROS Plan project budget is included in the approved 2021-22 Parks & Recreation Department budget.

RECOMMENDATION: Staff recommends approval of this contract.



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. P1026

Camas Parks, Recreation & Open Space Comprehensive Plan (PROS Plan)

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Conservation Technix** hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **Camas PROS Plan**.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **March 31, 2022**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "C"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Services to be performed under this Agreement, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability

insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

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

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

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

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

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
Trang K. Lam, Parks & Recreation Director
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7037
EMAIL: tlam@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Steve Duh, Principal
Conservation Technix, Inc.
PO Box 885
Orinda, CA 94563
PH: 503-989-9345
EMAIL: steve@conservationtechnix.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award,

the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

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

DATED this _____ day of _____, 2021.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

**EXHIBIT “A”
SCOPE OF SERVICES**

EXHIBIT “B” COSTS FOR SCOPE OF SERVICES

To complete the scope of work identified in the Scope of Work section, we propose a total not-to-exceed cost of \$109,969*, including all costs. Staff rates and a fee summary by task are noted below. We will work with the City to prepare a revised scope and budget, consistent with the available resources.

Fee Summary

TASK	Fee Subtotal	Hours Subtotal	Conservation Technix	JLA Public Involvement	MacKay Sposito
Task 1: Project Initiation & Management	\$ 7,654		\$ 3,150	\$ 3,109	\$ 1,395
Task 2: Existing Conditions & Baseline Analyses	\$ 21,714		\$ 8,650	\$ -	\$ 13,064
Task 3: Community Engagement	\$ 39,913		\$ 24,430	\$ 15,483	\$ -
3.1. Public Involvement Plan			\$175	\$1,552	
3.2. PRC Meetings (5)			\$4,040	\$1,203	
3.3. City Council Meetings (1)			\$1,670		
3.4. Mail & Online Survey			\$9,670		
3.5. Stakeholder Discussions (4 group, plus 4 indiv)			\$5,415		
3.6. Open House Meetings (1 virtual, 1 in-person or virtual)			\$3,110	\$9,366	
3.7. Pop-up Events & Support (see below)					
3.8. Project Information & Social Media Content			\$350	\$3,361	
Task 4: Community Needs Assessment	\$ 10,640		\$ 10,640	\$ -	\$ -
Task 5: Preliminary Plan Development	\$ 16,808		\$ 13,720	\$ -	\$ 3,088
Task 6: Plan Reviews & Approval	\$ 3,320		\$ 3,320	\$ -	\$ -
Direct Costs	\$ 1,920		\$ 1,820		\$ 100
TOTAL	\$ 101,969		\$ 65,730	\$ 18,592	\$ 17,647

OPTIONAL SERVICES **		Conservation Technix	JLA Public Involvement	MacKay Sposito
Pop-up Events & Support (4)	\$ 4,878	\$ 1,630	\$ 3,248	
Online Survey in Spanish	\$ 1,980	\$ 1,980		
Park Impact Fee Methodology & Rate Update	\$ 6,400	\$ 6,400		
Additional Stakeholder Group Sessions via Zoom (per)	\$ 1,250	\$ 1,250		
Site Assessments of Select Open Space/Greenways	\$ 1,850	\$ 350		\$ 1,500

Notes

* Fee Subtotal shall not exceed the sum of \$109,969. The respective Task-assigned fee subtotals are estimates at this time, and actual task effort may be adjusted during project implementation.

** Optional Services shall be approved by City prior to implementing.

**EXHIBIT “C”
CONSULTANT BILLING RATES**

Staff Rates

Firm	Staff	Rate
Conservation Technix	Principal	\$ 175.00
	Senior Associate I	\$ 155.00
	Senior Associate II	\$ 130.00
	Associate	\$ 105.00
MacKay Sposito	Project Landscape Architect	\$ 155.00
	Landscape Architect	\$ 132.00
	Graphics Support	\$ 101.00
JLA Public Involvement	Senior Project Manager	\$ 150.39
	PI Specialist 3	\$ 113.55
	PI Specialist 2	\$ 87.30
	PI Specialist 1	\$ 76.63
	Administrative Support 4	\$ 94.14

EXHIBIT “D”

TITLE VI ASSURANCES

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

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

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Camas PROS Plan 2021

Scope of Work

Task 1: Project Initiation & Management

Hold a project kick-off meeting with City staff to refine the scope of the project and to consider the following:

- Review and discuss the overall objectives and milestones for the project
- Discuss community interests and issues and identify key community partners
- Define a communication and public outreach plan to include team and staff roles
- Discuss concurrent planning efforts underway to assess options for coordination of efforts

Hold periodic project coordination meetings, in-person or via phone conference, with City staff to review and discuss work products, prepare for community outreach, refine objectives and develop implementation strategies.

Deliverables for Task 1:

- Kick-off meeting, including agenda, data request & summary notes
- Periodic project coordination meetings
- Team coordination & consolidated invoicing

Task 2: Existing Conditions & Baseline Analyses

Task 2.1. Review of Existing Plans & Studies

Review and analyze all pertinent, existing city-wide planning materials, including the Comprehensive Plan, past PROS Plan, North Shore Subarea Plan, Legacy Lands Vision, Crown Park Master Plan, Fallen Leaf Lake Master Plan, budget and other plans and studies from partner organizations. Review and validate the park and recreation goals of the Comprehensive Plan and other City policy statements.

Task 2.2. Demographics, Trends & Profile

Compile relevant statistics and data to include Census figures and Washington OFM projections to profile population trends and other socioeconomic conditions. Examine recent studies and regional statistics, such as the Washington SCORP, NRPA data and sports industry association data, to develop a trend assessment uniquely focused on the City's offerings. Compile community profile addressing demographics and natural features.

Task 2.3. Base Mapping & Spatial Analysis

Utilize GIS to analyze the parks, trail and recreation system against distribution, proximity and accessibility criteria and identify potential shared uses or multiple uses of public lands for recreation. We will utilize a network-based watershed gap analysis to illustrate areas of the city with optimal parkland and trail access, as well as highlight areas underserved by parks, trails and recreation facilities.

Task 2.4. Park & Facility Inventory & Assessment

Expanding upon existing City documentation, conduct a physical assessment of parks, trails and recreational amenities to identify potential needs for improvement, enhancement or renovation, along with opportunities to establish or improve sustainable management. Assess and rate the conditions of amenities and identify existing deficiencies, including a high-level review for ADA compliance¹ of outdoor recreation elements. Meet with team to discuss assessment of existing information, establish/verify criteria for park and trail evaluation, exchange mapping and checklists. Site visits will be performed based on a 3-tier system consisting of:

- Developed city-owned park and trails sites – (assumes 24 sites)
- Undeveloped city-owned park and trails sites – (assumes 9 sites)
- Undeveloped open spaces / greenways (assumes 5 sites)
- As an optional service – Select additional open spaces / greenways (assumes up to 5)

Meet with operations staff to discuss facility needs, best management practices or challenges regarding the planned and potential growth of system assets and facilities. Prepare a Conditions Assessment summary report to rate assets and inform cost estimating and capital planning.

Deliverables for Task 2:

- Written summary of past plans
- Demographics & community profile as written summary and data files
- Working base maps in GIS and PDF formats for project team and field inventory assessments
- GIS dataset management and editing, preliminary park, open space and trail maps (see Task 6 for close-out data transfer to city)
- Working draft summaries of individual site assessments noting amenities, conditions and site opportunities

¹ Not intended to constitute a comprehensive ADA assessment or the compilation of a formal ADA Transition Plan.

Task 3: Community Engagement

Task 3.1. Public Involvement Plan

Develop a communication and public involvement plan that identifies project and public engagement goals; community concerns and potential obstacles; key stakeholders; decision-making structure; and outreach activities aimed at meeting the project and public engagement goals. The PIP will include suggested outreach and communications tasks for the agency, as well as expectations for the consultant.

Task 3.2. Parks & Recreation Commission Sessions (5)

Meet with the Parks & Recreation Commission as a unique stakeholder at the onset of the project. The initial session will focus discussions on visioning, challenges, opportunities and potential partnerships. We will meet with the Commission up to four additional times for progress updates and guidance as the PROS Plan progresses. Prepare meeting materials for each meeting.

Task 3.3. City Council Meetings (1)

Prepare for and attend a study session with City Council during the community outreach and plan development phases of the project to seek Council's insights and guidance on challenges, opportunities and priorities. Prepare display materials for the meeting.

Task 3.4. Mail & Online Survey

Working closely with staff, design and implement a mixed sample mail- and online-based survey to identify general community sentiment and preferences, needs, demand and the general use of parks and recreation facilities and to inform and guide the direction and development of the Plan. The survey will be prepared for mail distribution. We propose a random sample of 2,500 residents using GIS-based information for the mail survey, with reminder postcards to follow. The aim is to have at least 300 surveys completed by resident households. In addition, we will prepare an online version of the same survey for the general public and segregate the datasets. As an optional service, design and administer the online survey in Spanish. We will compile and analyze the data and prepare summary findings as a technical memorandum to highlight key subgroup responses (age, gender, etc.) and core attitudes toward recreation issues.

Task 3.5. Stakeholder Discussions (4 group, plus 4 individual)

Conduct up to four topic-oriented, small group discussions geared toward targeted stakeholder interests to gather information about community needs, challenges and priorities. These sessions could be oriented as follows:

- Park, sport field and/or trail users,
- Recreation program user groups, or
- Representatives of under-represented groups or under-served users.

Also, conduct up to four individual interviews by phone or in-person, to more deeply address areas of partnerships, programming, service delivery or community needs. An initial list of potential stakeholders will be discussed during the kick-off meeting, and it is assumed that the City will lead stakeholder outreach/contact for the group and individual sessions.

Task 3.6. Open House Meetings (1 virtual, plus 1 in-person or virtual)

Develop one online open house during the initial phase of work to actively engage the local and regional community and gather feedback on the project without compromising the health and safety of residents. We will work with staff to set the broad topics (i.e., parks and fields, programs, trails) and timing for this event. We will also use the meeting to seek feedback in specific areas, such as project priorities, partnerships and implementation strategies. The online open house will include interactive elements, such as online maps and comment walls. Assumes coordination with the City's preferred platform, Bang the Table, and that city staff will post, load and manipulate provided content and graphics into the Bang the Table platform.

Coordinate a second public meeting event, either in person or online, to report back to the community what was heard in the first round of outreach and solicit feedback on potential recommendations in the PROS plan, including park upgrades and future facilities.

Compile comments and produce summary reports of both events.

Task 3.7. Pop-up Events & Support (Optional)

As an optional service, coordinate and attend up to four community pop-ups events (as allowed based upon COVID guidelines), with logistics support from staff to promote engagement opportunities and solicit input from parks users and the broader community. For each meeting, we will prepare presentation materials, record comments and compile meeting summaries. Assumes time for one bi-lingual staff person to attend events to provide Spanish language interpretation as needed. Events may include information tables at popular parks and other high traffic locations, such as the Farmer's Market or Public Library.

Task 3.8. Project Information & Social Media Content

Coordinate with staff to outline and prepare content for distribution via the City's social media platforms. The City will finalize and post all these deliverables. The specific timing of these activities will be determined by the City, in consultation with the consultant team

Deliverables for Task 3:

- Draft and final Public Involvement Plan
- 5 Parks & Recreation Commission sessions, including preparation of materials
- 1 City Council work session
- 2500-piece mail survey (including printing, sorting & outbound postage)
- Online survey in Survey Monkey in English
- Survey summary memorandum
- 4 group, plus 4 individual stakeholder sessions

- 1 Online open house (~3-week duration), plus 1 in-person or virtual public meeting
- Social media & promotions content

Task 4: Community Needs Assessment

Task 4.1. Recreation Programs, Level of Service Assessment & Gap Analysis

Develop a programming matrix to highlight the range of recreation offerings, areas for potential cooperation and local deficiencies. Analyze local demographics and use national and regional sports/exercise survey data to provide insight into likely programs, activities and service demand. Prepare a programming gap analysis where possible deficiencies are identified, as well as program strengths are recognized, and develop a program assessment for Camas to identify areas of focus, methods of delivery and required resources for future recreation programming.

Review current park classifications in terms of hierarchy, appropriateness and function, and discuss the potential for locally relevant revisions to classifications to fit with local recreation needs, staff direction and an estimate of financial implications. Coordinate with staff on the approaches to service standard assessments, which may include NRPA's Park Metrics data, comparable jurisdictions and local history. Conduct a system gap analysis utilizing GIS modeling and findings from the inventory assessment. Summarize findings and statistics to meet the service demands requested by the community and stakeholders.

- Analyze the park, trail and open space system against distribution, proximity and accessibility criteria, along with transportation, geographic and other barriers and neighborhood data.
- Assess park service area needs and identify future demand for parks, amenities and recreation facilities.
- Evaluate opportunities to leverage or connect with adjacent park and open space agencies.
- Make informed recommendations about potential candidate acquisition areas that maximize resource utility, while managing potential long-term development and operating costs.
- Evaluate service standards and re-align them as appropriate to meet the community's vision and existing and planned park system assets.

Task 4.2. Operations / Organization Assessment

Review and assess current operations and maintenance functions and performance for existing levels of service. Coordinate with operations staff and management to review current practices by park type or service standard and provide recommendations that aim to align resources to achieve a desired level of service.

Review and assess the existing organizational structure of the management of parks and recreation services, as it relates to services provided by the Parks and Recreation Department and the Public Works Department. Provide recommendations on structure or function.

Deliverables for Task 4:

- Working draft program area matrix and gap analysis summary
- Service area (walkshed) maps illustrating distribution gaps for parks and trails
- Working draft operations and organizational assessment highlighting key challenges and recommendations

Task 5: Preliminary Plan Development

Task 5.1. Draft Parks, Recreation & Open Space Plan

The draft Plan will outline a framework for the improvement and growth of City recreation amenities, trails and parks to the specific needs of the community. This framework will help clarify funding, program objectives, development or resource goals, and it will set a long-range vision for the City and provide clear action items and strategies for implementation. The Plan will include a compilation of all the analyses and recommendations from the planning process and will include chapters detailing the system inventory, outreach, community needs, goals and implementation strategies - consistent with RCO guidelines. The Plan will incorporate the following:

- Clear vision, goals and policies for park, open space and service delivery
- Priority actions based on community guidance, funding opportunities and fiscal realities
- Strategies for parks, trails and natural areas for planning, acquisitions and maintenance
- Strategies and recommendations regarding system management, system planning and performance measures
- Identification of potential funding sources, financing options, grants and strategic partnerships

Task 5.2. Capital Facilities Plan

Develop a 6-year Capital Facilities Plan that identifies in priority order and sequences the actions necessary to implement Plan recommendations. Prepare a 20-year projection of park and trail projects with potential funding sources. Generate order of magnitude cost projections for all proposed park and recreation components, renovation and redevelopment, potential land acquisition and potential new development. Review and analyze park impact fee and other revenues to assess revenue capacity against the 6-year project list. Prepare a strategy and priorities for phased implementation.

Task 5.3. PIF Rate Capacity Review

Conduct a preliminary review of existing PIF rates in relation to the draft Capital Facilities Plan to assess the degree to which the existing rates capture the intended capital cost projections in the PROS Plan. As an additional service, conduct an update to the PIF methodology and rates to align with the new PROS Plan.

Task 5.4. SEPA Checklist

Prepare a non-project SEPA Checklist to address the potential environmental impacts resulting from Plan recommendations. We will coordinate with staff to generate the appropriate determination and rely on staff to publish the SEPA Checklist and aggregate comments received.

Task 5.5. Administrative Draft Plan

Incorporate one round of edits to address input and recommendations received from staff into an Administrative Draft for circulation to and review by the Parks & Recreation Commission, Planning Commission, City Council and the general public.

Deliverables for Task 5:

- Preliminary draft PROS Plan (.pdf)
- Working draft Capital Facilities Plan, project costing and sequencing
- Administrative draft PROS Plan (.pdf)
- Summary memorandum of PIF rate capacity
- Draft & final Non-Project SEPA Checklist for city distribution

Task 6: Plan Review & Approval

Task 6.1. Parks & Recreation Commission Review

Participate in a study session with the Parks & Recreation Commission for their review of the draft PROS Plan. Highlight key considerations about policies, strategies and capital priorities. Edits directed by the board will be incorporated into revised documents and provided to staff for circulation to City Council.

Task 6.2. Planning Commission Review

Participate in a study session with the Planning Commission for their review of the draft Plan. Highlight key considerations about goals, policies and capital priorities. Comments will be incorporated into the Plan and provided to staff for circulation to City Council.

Task 6.3. City Council Review

Attend up to two sessions with City Council to present the draft and final PROS Plan and review the key findings, financing measures, policy recommendations and implementation strategies. It is assumed the City will lead the preparation of ordinance or resolution materials, and lead and facilitate requisite hearings for final adoption.

Task 6.4. Plan Revisions & Final Documentation

Incorporate final comments to finalize the PROS Plan and produce the PROS Plan in booklet format, delivered in print (5 copies) and electronic format (PDF). A data drive of all deliverables (e.g., maps, graphics, tables, content, GIS data, etc.) will be provided in digital formats at project completion. Coordinate with staff for submission of the final Plan to RCO, along with the Self-Certification Form.

Deliverables for Task 6:

- 1 PROS Plan review work session each with Parks & Recreation Commission and Planning Commission
- 1 work session with City Council and participation at 1 hearing for PROS Plan review and adoption
- 5 bound, printed color copies of final PROS Plan
- Draft RCO Self-Certification Form for city submittal to State
- Data drive (thumb drive) including raw GIS datasets, GIS map files (.mdx), final versions of interim reports such as survey summary and focus group notes, PDFs of PROS Plan and map inserts, native files of PROS Plan (.indd, .xls, etc.)

Fee Proposal

To complete the scope of work identified in the Scope of Work section, we propose a total not-to-exceed cost of \$109,969*, including all costs. Staff rates and a fee summary by task are noted below. We will work with the City to prepare a revised scope and budget, consistent with the available resources.

Staff Rates

Firm	Staff	Rate
Conservation Technix	Principal	\$ 175.00
	Senior Associate I	\$ 155.00
	Senior Associate II	\$ 130.00
	Associate	\$ 105.00
MacKay Sposito	Project Landscape Architect	\$ 155.00
	Landscape Architect	\$ 132.00
	Graphics Support	\$ 101.00
JLA Public Involvement	Senior Project Manager	\$ 150.39
	PI Specialist 3	\$ 113.55
	PI Specialist 2	\$ 87.30
	PI Specialist 1	\$ 76.63
	Administrative Support 4	\$ 94.14

Fee Summary

TASK	Fee Subtotal	Hours Subtotal	Conservation Technix	JLA Public Involvement	MacKay Sposito
Task 1: Project Initiation & Management	\$ 7,654		\$ 3,150	\$ 3,109	\$ 1,395
Task 2: Existing Conditions & Baseline Analyses	\$ 21,714		\$ 8,650	\$ -	\$ 13,064
Task 3: Community Engagement	\$ 39,913		\$ 24,430	\$ 15,483	\$ -
3.1. Public Involvement Plan			\$175	\$1,552	
3.2. PRC Meetings (5)			\$4,040	\$1,203	
3.3. City Council Meetings (1)			\$1,670		
3.4. Mail & Online Survey			\$9,670		
3.5. Stakeholder Discussions (4 group, plus 4 indiv)			\$5,415		
3.6. Open House Meetings (1 virtual, 1 in-person or virtual)			\$3,110	\$9,366	
3.7. Pop-up Events & Support (see below)					
3.8. Project Information & Social Media Content			\$350	\$3,361	
Task 4: Community Needs Assessment	\$ 10,640		\$ 10,640	\$ -	\$ -
Task 5: Preliminary Plan Development	\$ 16,808		\$ 13,720	\$ -	\$ 3,088
Task 6: Plan Reviews & Approval	\$ 3,320		\$ 3,320	\$ -	\$ -
Direct Costs	\$ 1,920		\$ 1,820		\$ 100
TOTAL	\$ 101,969		\$ 65,730	\$ 18,592	\$ 17,647

OPTIONAL SERVICES **		Conservation Technix	JLA Public Involvement	MacKay Sposito
Pop-up Events & Support (4)	\$ 4,878	\$ 1,630	\$ 3,248	
Online Survey in Spanish	\$ 1,980	\$ 1,980		
Park Impact Fee Methodology & Rate Update	\$ 6,400	\$ 6,400		
Additional Stakeholder Group Sessions via Zoom (per)	\$ 1,250	\$ 1,250		
Site Assessments of Select Open Space/Greenways	\$ 1,850	\$ 350		\$ 1,500

Notes

* Fee Subtotal shall not exceed the sum of \$109,969. The respective Task-assigned fee subtotals are estimates at this time, and actual task effort may be adjusted during project implementation.

** Optional Services shall be approved by City prior to implementing.



Staff Report – Consent Agenda

April 5, 2021 Regular Meeting

Haven Heights Final Plat Approval
Robert Maul, Planning Manager

Phone	Email
360.817.1568	rmaul@cityofcamas.us

PURPOSE: Final Plat authorization from the City Council.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? To record a plat that was approved by the Hearing Examiner.

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

How have communities been engaged? Are there opportunities to expand engagement? Yes, there was a public hearing for the subdivision which was noticed legally.

Who will benefit from, or be burdened by this agenda item? The property owner will benefit by having legal lots of record to develop, which is their legal right.

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

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

Will this agenda item improve ADA accessibilities for people with disabilities? Public infrastructure built meets ADA standards.

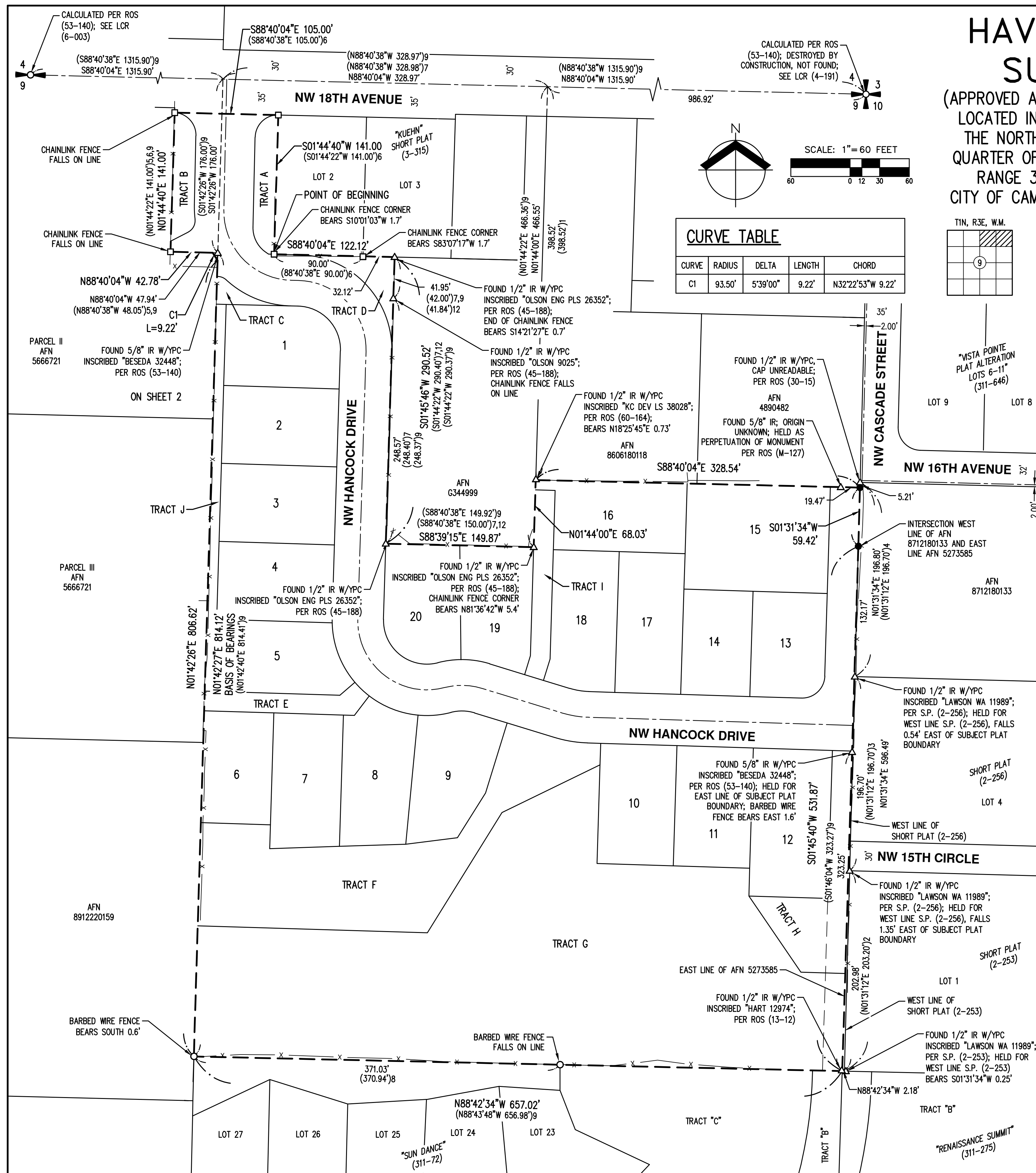
What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

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

How does this item support a comprehensive plan goal, policy or other adopted resolution? The development of this site fell under the review of the Camas Municipal Code and adopted comprehensive plan policies.

BUDGET IMPACT: Revenues will be generated from building permits issued for the new 20 lots.

RECOMMENDATION: Staff recommends that council approve the final plat for Haven Heights Subdivision.



HAVER HEIGHTS SUBDIVISION

(APPROVED AS HANCOCK SPRINGS SUBDIVISION)
LOCATED IN THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF CAMAS, CLARK COUNTY, WASHINGTON
DECEMBER, 2020

DECLARANT DECLARATION:

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED HAVEN HEIGHTS SUBDIVISION. A HOMEOWNERS ASSOCIATION, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR HAVEN HEIGHTS SUBDIVISION, RECORDED UNDER CLARK COUNTY RECORDING NO. _____.

LENNAR NORTHWEST, INC.,
A DELAWARE CORPORATION

BY: _____ DATE _____
NAME: RYAN M. SELBY
TITLE: VICE PRESIDENT

BY: _____ DATE _____
NAME: BENJAMIN S. CARY

BY: _____ DATE _____
NAME: MADISON C. CARY

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF CLARK) SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT RYAN M. SELBY IS THE PERSON THAT APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT; AND ACKNOWLEDGED IT, AS AUTHORIZED SIGNATOR OF LENNAR NORTHWEST, INC., A DELAWARE CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY SIGNATURE _____
DATED: _____
PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF CLARK) SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT BENJAMIN S. CARY AND MADISON C. CARY ARE THE PERSONS THAT APPEARED BEFORE ME, AND SAID PERSONS ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT; ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE THE INSTRUMENT; AND ACKNOWLEDGED IT, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTIES FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY SIGNATURE _____
DATED: _____
PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY COMMISSION EXPIRES _____

CITY OF CAMAS MAYOR

CITY OF CAMAS MAYOR _____ DATE _____

CITY OF CAMAS FINANCE DIRECTOR

THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY THAT IS DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID IN FULL AT THE DATE OF CERTIFICATION.

ATTESTED BY: _____ DATE _____
CITY OF CAMAS FINANCE DIRECTOR

CITY OF CAMAS COMMUNITY DEVELOPMENT

APPROVED BY: _____ DATE _____
CITY OF CAMAS COMMUNITY DEVELOPMENT DIRECTOR

CITY OF CAMAS PUBLIC WORKS DEPARTMENT

A) ALL IMPROVEMENTS HAVE BEEN INSTALLED OR FINANCIALLY SECURED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS TITLE AND WITH THE PRELIMINARY PLAT APPROVAL;

B) ALL IMPROVEMENTS CAN OR WILL MEET CURRENT PUBLIC WORKS DRAWING STANDARDS FOR ROAD, UTILITY AND DRAINAGE CONSTRUCTION PLANS;

C) ORIGINAL AND REPRODUCIBLE MYLAR OR ELECTRONIC RECORDS IN A FORMAT APPROVED BY THE PUBLIC WORKS DIRECTOR OR DESIGNEE AND CERTIFIED BY THE DESIGNING ENGINEER AS BEING "AS CONSTRUCTED" HAVE BEEN SUBMITTED OR FINANCIALLY SECURED FOR THE CITY RECORDS.

CITY OF CAMAS ENGINEER _____ DATE _____

CAMAS-WASHOUGAL FIRE DEPARTMENT

APPROVED BY: _____ DATE _____
CAMAS-WASHOUGAL FIRE CHIEF OR DESIGNEE

CLARK COUNTY ASSESSOR

THIS PLAT MEETS THE REQUIREMENTS OF RCW 58.17.170, LAWS OF WASHINGTON, 1981, TO BE KNOWN AS "HAVEN HEIGHTS SUBDIVISION" PLAT NO. _____ CLARK COUNTY, WASHINGTON

CLARK COUNTY ASSESSOR _____ DATE _____

CLARK COUNTY AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, 20____.

IN BOOK _____ OF PLATS, AT PAGE _____, AT THE REQUEST OF LENNAR NORTHWEST, INC.

AUDITOR'S FILE NUMBER _____

COUNTY AUDITOR _____

LAND SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF LENNAR NORTHWEST, INC. IN SEPTEMBER, 2020. I HEREBY CERTIFY THAT THIS MAP FOR "HAVEN HEIGHTS SUBDIVISION" IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF; OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

JAMES O. HANNON
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 54200

PRELIMINARY



ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF CLARK) SS

SIGNED OR ATTESTED BEFORE ME ON _____ BY JAMES O. HANNON.

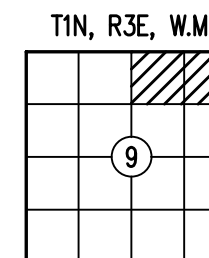
NOTARY SIGNATURE _____
DATED: _____
PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY COMMISSION EXPIRES _____

JOB NAME: HANCOCK SPRINGS	AKS ENGINEERING & FORESTRY, LLC 9600 NE 126TH AVE, STE 2520 VANCOUVER, WA 98682 360.882.0419 WWW.AKS-ENG.COM
JOB NUMBER: 5638	
DRAWN BY: CJC	
CHECKED BY: JOH	ENGINEERING · SURVEYING · NATURAL RESOURCES FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE
DRAWING NO.: 5638CPLAT	

HAVEN HEIGHTS SUBDIVISION

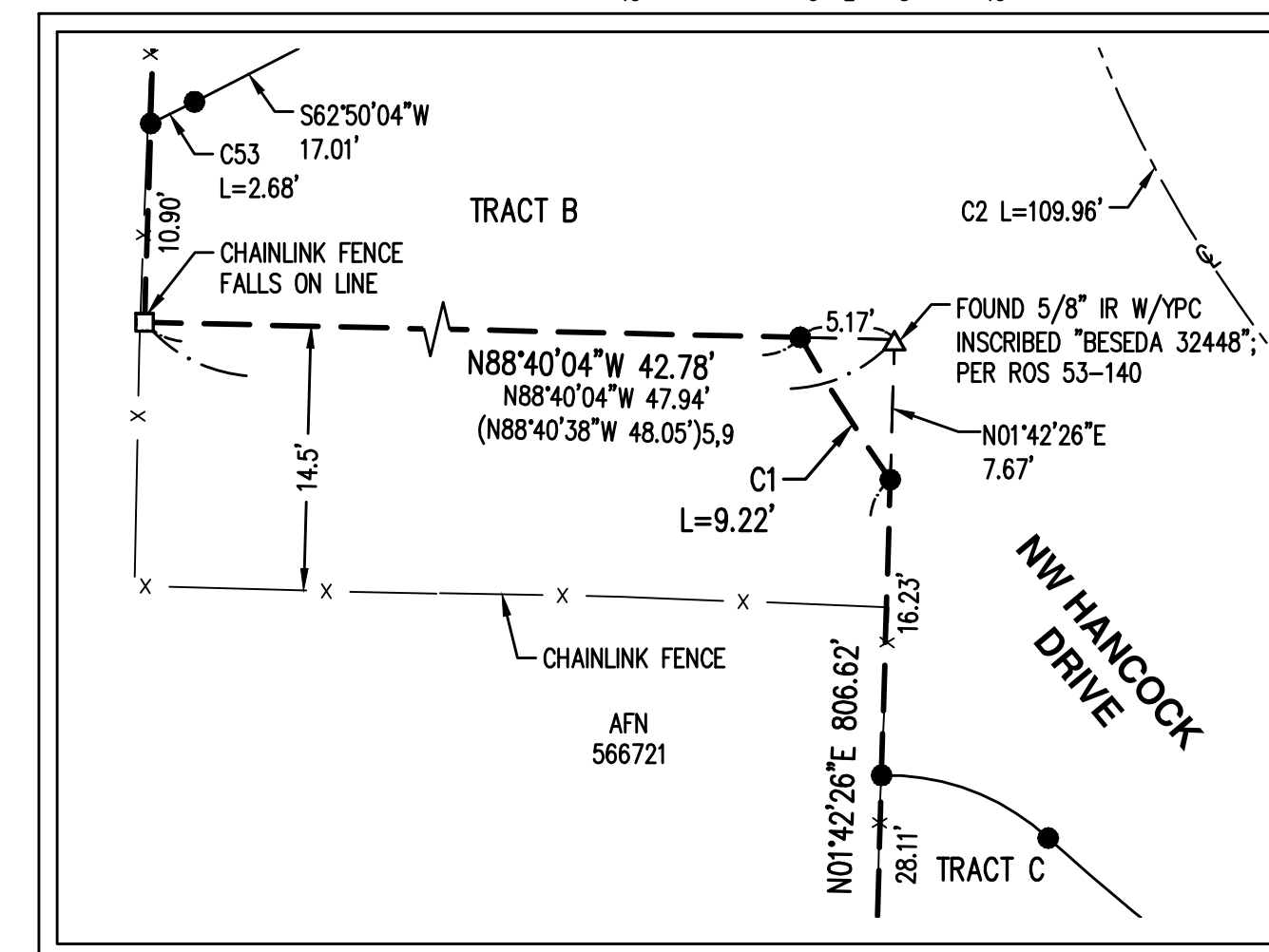
(APPROVED AS HANCOCK SPRINGS SUBDIVISION)

LOCATED IN THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF
NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 3 EAST,
WILLAMETTE MERIDIAN, CITY OF CAMAS, CLARK COUNTY, WASHINGTON
DECEMBER, 2020



SCALE: 1" = 10 FEET

DETAIL 'A' SCALE: 1" = 10'



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	93.50'	5°39'00"	9.22'	N32°22'53"W 9.22'
C2	70.00'	90°00'00"	109.96'	S43°40'04"E 98.99'
C3	70.00'	90°25'50"	110.48'	S43°27'09"E 99.37'
C4	70.00'	106°24'51"	130.01'	S51°26'39"E 112.11'
C5	70.00'	31°41'34"	38.72'	S88°48'18"E 38.25'
C6	100.00'	15°16'42"	26.67'	S80°35'52"E 26.59'
C7	23.00'	87°30'24"	35.13'	S42°25'16"E 31.81'
C9	100.00'	41°18'44"	72.10'	S68°00'42"E 70.55'
C10	44.00'	90°25'50"	69.45'	S43°27'09"E 62.46'
C11	30.38'	5°36'50"	2.98'	N0°28'50"W 2.98'
C12	96.00'	3°02'13"	5.09'	S01°44'00"W 5.09'
C13	96.00'	1°04'12"	1.79'	S1°48'32"E 1.79'
C17	96.00'	39°18'12"	65.85'	S20°55'33"E 64.57'
C18	96.00'	11°57'30"	20.04'	S46°33'24"E 20.00'
C21	96.00'	32°04'34"	53.74'	S68°34'26"E 53.05'
C24	96.00'	10°29'54"	17.59'	S79°21'46"E 17.57'
C25	96.00'	4°29'09"	7.52'	S86°51'17"E 7.51'
C26	96.00'	20°02'22"	33.58'	N85°22'06"E 33.41'
C30	44.00'	31°41'34"	24.34'	S88°48'18"E 24.03'
C31	126.00'	15°16'42"	33.60'	S80°35'52"E 33.50'
C32	23.00'	90°00'07"	36.13'	S46°45'43"W 32.53'
C33	74.00'	15°16'42"	19.73'	N80°35'52"W 19.67'
C37	94.46'	4°20'41"	7.16'	N88°24'59"W 7.16'
C38	96.00'	14°05'50"	23.62'	S82°23'50"W 23.56'
C41	44.00'	106°24'51"	81.72'	N51°26'39"W 70.47'
C44	96.00'	90°25'50"	151.52'	N43°27'09"W 136.27'
C45	46.50'	6°38'45"	5.39'	N54°41'08"W 5.39'
C46	30.00'	52°41'41"	27.59'	N25°00'55"W 26.63'
C47	23.00'	90°00'02"	36.13'	N46°19'56"E 32.53'
C48	96.00'	17°35'44"	29.48'	N81°45'23"W 29.37'
C49	100.00'	8°18'29"	14.50'	S02°49'18"E 14.49'
C50	100.00'	10°50'00"	18.91'	S83°15'04"E 18.88'
C51	13.00'	44°05'40"	10.00'	S69°24'10"E 9.76'
C52	13.00'	69°48'36"	15.84'	S27°55'46"W 14.88'
C53	74.00'	2°04'30"	2.68'	S63°52'19"W 2.68'

SINGLE FAMILY DETACHED SETBACK TABLE

MINIMUM LOT FRONTAGE	20'
MINIMUM LOT FRONTAGE CUL-DE-SAC	30'
MAXIMUM LOT COVERAGE	35%
MAXIMUM HEIGHT	35'
FRONT YARD SETBACK	20'
REAR YARD SETBACK	25'
SIDE YARD SETBACK	5'
STREET SIDE YARD SETBACK	20'
GARAGE SETBACK	20'

PLAT NOTES

- A RIGHT-OF-ENTRY SHALL BE GRANTED TO THE CITY FOR THE MAINTENANCE AND REPAIR OF INDIVIDUAL STEP TANKS.
- THE CITY SHALL HAVE RIGHT-OF-ENTRY TO INSPECT THE STORMWATER FACILITIES LOCATED ON TRACTS F AND H.
- WITHIN IDENTIFIED TRACTS, WETLANDS, STREAMS AND ASSOCIATED BUFFERS SHALL BE MAINTAINED IN THEIR NATURAL STATE AS DESCRIBED IN THE FINAL MITIGATION PLANS.
- FOR TREES IN THE COMMON OPEN SPACE, TREE TOPPING SHALL NOT BE PERMITTED. ONLY TREES THAT ARE DETERMINED TO BE HAZARDOUS BY A LICENSED ARBORIST MAY BE REMOVED AFTER APPROVAL BY THE CITY. REMOVAL OF HAZARD TREES, AND REQUIRED STREET TREES SHALL BE PROMPTLY REPLACED AND MAINTAINED.
- SHOULD ARCHAEOLOGICAL MATERIALS (E.G. CONES, SHELL, STONE TOOLS, BEADS, CERAMICS, OLD BOTTLES, HEARTH, ETC.) BE OBSERVED DURING PROJECT ACTIVITIES, ALL WORK IN THE IMMEDIATE VICINITY SHOULD STOP AND THE STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (360-586-3065), THE CITY PLANNING OFFICE, AND THE AFFECTED TRIBE(S) SHOULD BE CONTACTED IMMEDIATELY. IF ANY HUMAN REMAINS ARE OBSERVED, ALL WORK SHOULD CEASE AND THE IMMEDIATE AREA SECURED. LOCAL LAW ENFORCEMENT, THE COUNTY MEDICAL EXAMINER (360-397-8405), STATE PHYSICAL ANTHROPOLOGIST, DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (360-586-3534), THE CITY PLANNING OFFICE, AND THE AFFECTED TRIBE(S) SHOULD BE CONTACTED IMMEDIATELY. COMPLIANCE WITH ALL APPLICABLE LAWS PERTAINING TO ARCHAEOLOGICAL RESOURCES (RCW 27.53, 27.44 AND WAC 25-48) AND HUMAN REMAINS (RCW 68.50) IS REQUIRED. FAILURE TO COMPLY WITH THIS REQUIREMENT COULD CONSTITUTE A CLASS C FELONY.
- AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTERIOR SIX (6) FEET ON ALL BOUNDARY LINES OF THE LOTS AND TRACTS ADJACENT TO PUBLIC ROADS, PRIVATE ACCESS EASEMENTS AND TRACTS FOR THE INSTALLATION, CONSTRUCTION, RENEWING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, AND WATER SERVICES. ALL LOTS CONTAINING PAD-MOUNT TRANSFORMERS ARE SUBJECT TO MINIMUM CLEARANCES AS DEFINED BY CLARK UTILITY CONSTRUCTION STANDARDS. ALSO, A SIDEWALK EASEMENT, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, SHALL BE RESERVED UPON THE EXTERIOR SIX (6) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS ADJACENT TO PUBLIC STREETS.
- TRACTS A, B, C, D, AND J ARE OPEN SPACE AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- TRACT E IS A SHARED ACCESS TRACT AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. TRACT E IS SUBJECT TO A SANITARY SEWER, WATER, AND STORMWATER EASEMENT TO THE CITY OF CAMAS, A PUBLIC UTILITY EASEMENT, A PUBLIC PEDESTRIAN ACCESS EASEMENT, AND A PRIVATE ACCESS EASEMENT TO LOTS 6 AND 7 OVER ITS ENTIRETY.
- TRACTS F AND H ARE STORMWATER TRACTS AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. SEE NOTE 2 REGARDING CITY RIGHT-OF-ENTRY.
- TRACT G IS A NATURAL AREA AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- TRACT I IS A SHARED ACCESS TRACT AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. TRACT I IS SUBJECT TO A SANITARY SEWER EASEMENT TO THE CITY OF CAMAS, A PUBLIC UTILITY EASEMENT, AND A PRIVATE ACCESS EASEMENT TO LOT 16 OVER ITS ENTIRETY.
- NO OBSTRUCTIONS GREATER THAN 42-INCHES IN HEIGHT ABOVE THE SIDEWALK GRADE ARE TO BE LOCATED WITHIN THE SIGHT DISTANCE EASEMENT.

LEGEND

- SET 1/2" X 24" REBAR W/PC INSCRIBED "AKS ENGR 54200"
- + SET BRASS SCREW WITH BRASS WASHER INSCRIBED "AKS ENGR 54200" IN CURB ON PROJECTION OF THE LINE AT A DISTANCE OF 11.75' FROM THE FRONT LOT CORNER UNLESS NOTED OTHERWISE IN THE CURB SCREW TABLE
- FOUND 1/2" REBAR W/PC INSCRIBED "MINISTER 12563"; PER SHORT PLAT (3-315); HELD UNLESS NOTED OTHERWISE
- FOUND 1/2" REBAR W/PC INSCRIBED "DENNY 32451"; PER THE PLAT "SUN DANCE" (311-72); HELD UNLESS NOTED OTHERWISE
- △ DENOTES FOUND MONUMENT AS NOTED; HELD UNLESS NOTED OTHERWISE
- ***ALL FOUND MONUMENTS TIED JUNE, 2018***
- AFN AUDITORS FILE NUMBER
- IR REBAR
- OHWM ORDINARY HIGH WATER MARK
- PUE PUBLIC UTILITY EASEMENT
- ROS RECORD OF SURVEY
- ROW RIGHT-OF-WAY
- SDE SIGHT DISTANCE EASEMENT, SEE PLAT NOTE 12
- SF SQUARE FEET
- S.P. SHORT PLAT
- W/PC WITH A YELLOW PLASTIC CAP
- € CENTERLINE

REFERENCES

- ()1 RECORD INFORMATION PER ROS (M-127)
- ()2 RECORD INFORMATION PER S.P. (2-253)
- ()3 RECORD INFORMATION PER S.P. (2-256)
- ()4 RECORD INFORMATION PER ROS (30-15)
- ()5 RECORD INFORMATION PER ROS (30-74)
- ()6 RECORD INFORMATION PER "KUEHN" S.P. (3-315)
- ()7 RECORD INFORMATION PER ROS (45-188)
- ()8 RECORD INFORMATION PER THE PLAT "SUN DANCE" (311-72)
- ()9 RECORD INFORMATION PER ROS (53-140)
- ()10 RECORD INFORMATION PER THE PLAT "RENAISSANCE SUMMIT" (311-275)
- ()11 RECORD INFORMATION PER THE PLAT "VISTA POINTE" PLAT ALTERATION LOT 6-11 (311-646)
- ()12 RECORD INFORMATION PER ROS (60-164)

SEE SHEET 3

SEE SHEET 3

SHEET 2 OF 3

PRELIMINARY

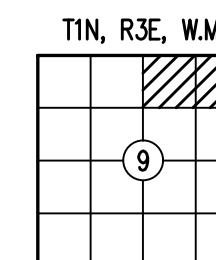


JOB NAME:	HANCOCK SPRINGS	AKS ENGINEERING & FORESTRY, LLC
JOB NUMBER:	5638	9600 NE 126TH AVE, STE 2520
DRAWN BY:	CJC	VANCOUVER, WA 98682
CHECKED BY:	JOH	360.882.0419
DRAWING NO.:	5638CPLAT	WWW.AKS-ENG.COM
		ENGINEERING · SURVEYING · NATURAL RESOURCES
		FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE



HAVEN HEIGHTS SUBDIVISION

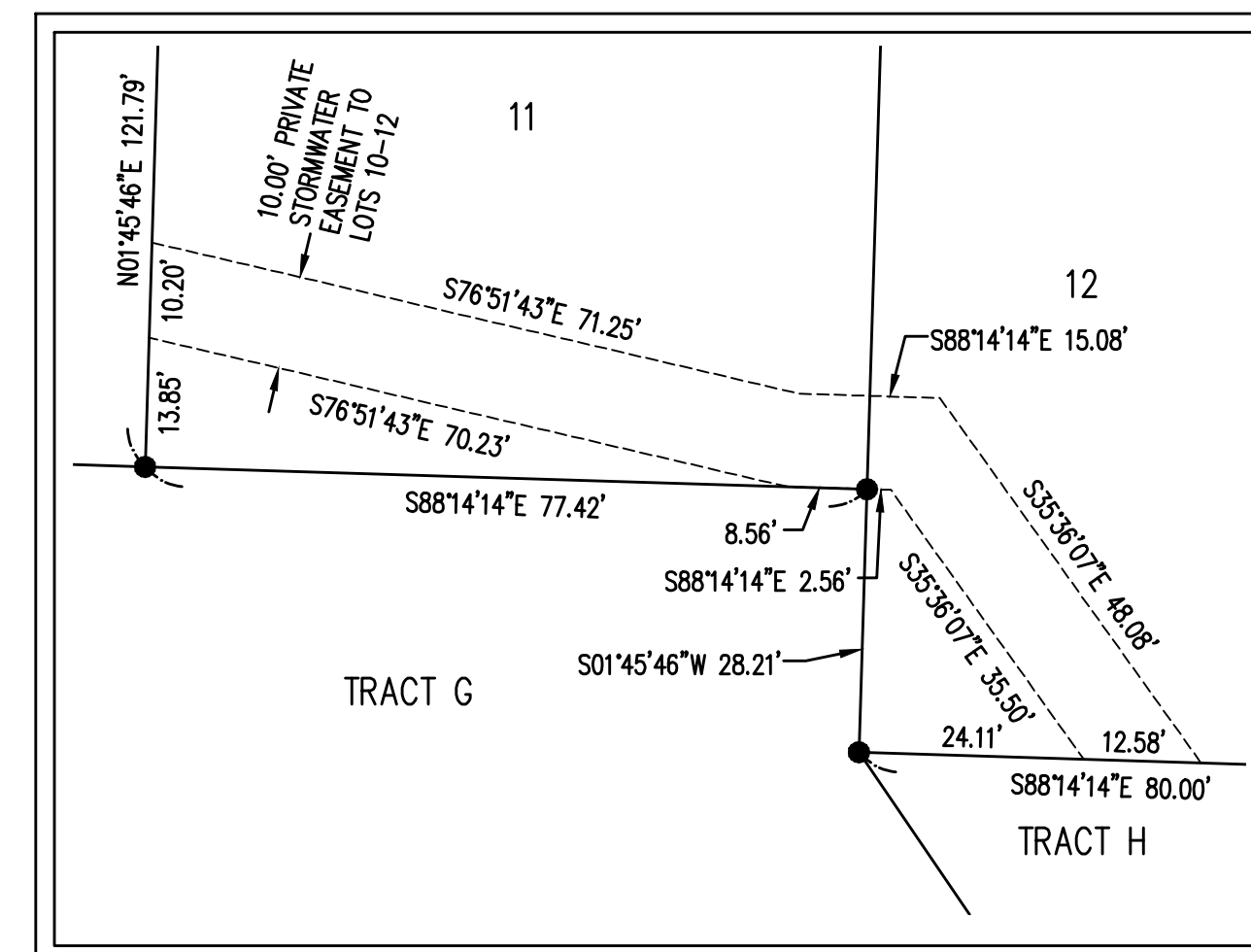
(APPROVED AS HANCOCK SPRINGS SUBDIVISION)
LOCATED IN THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF
NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 3 EAST,
WILLAMETTE MERIDIAN, CITY OF CAMAS, CLARK COUNTY, WASHINGTON
DECEMBER, 2020



SCALE: 1" = 20 FEET

SCALE: 1" = 20 FEET

DETAIL 'B' SCALE 1" = 20'



LEGEND

- SET 1/2" x 24" REBAR W/PC INSCRIBED "AKS ENGR 54200"
- + SET BRASS SCREW WITH BRASS WASHER INSCRIBED "AKS ENGR 54200" IN CURB ON PROJECTION OF THE LINE AT A DISTANCE OF 11.75' FROM THE FRONT LOT CORNER UNLESS NOTED OTHERWISE IN THE CURB SCREW TABLE
- FOUND 1/2" REBAR W/PC INSCRIBED "MINISTER 12563"; PER SHORT PLAT (3-315); HELD UNLESS NOTED OTHERWISE
- FOUND 1/2" REBAR W/PC INSCRIBED "DENNY 32451"; PER THE PLAT "SUN DANCE" (311-72); HELD UNLESS NOTED OTHERWISE
- △ DENOTES FOUND MONUMENT AS NOTED; HELD UNLESS NOTED OTHERWISE
- ***ALL FOUND MONUMENTS TIED JUNE, 2018***
- AFN AUDITORS FILE NUMBER
- IR REBAR
- OHWM ORDINARY HIGH WATER MARK
- PUE PUBLIC UTILITY EASEMENT
- ROS RECORD OF SURVEY
- ROW RIGHT-OF-WAY
- SDE SIGHT DISTANCE EASEMENT, SEE PLAT NOTE 12
- SF SQUARE FEET
- S.P. SHORT PLAT
- W/PC WITH A YELLOW PLASTIC CAP
- ℄ CENTERLINE

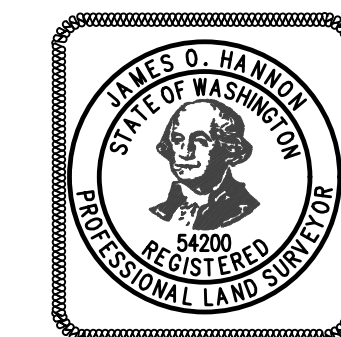
** SEE SHEET 2 FOR CURVE TABLE **

REFERENCES

- (J1) RECORD INFORMATION PER ROS (M-127)
- (J2) RECORD INFORMATION PER S.P. (2-253)
- (J3) RECORD INFORMATION PER S.P. (2-256)
- (J4) RECORD INFORMATION PER ROS (30-15)
- (J5) RECORD INFORMATION PER ROS (30-74)
- (J6) RECORD INFORMATION PER "KUEHN" S.P. (3-315)
- (J7) RECORD INFORMATION PER ROS (45-188)
- (J8) RECORD INFORMATION PER THE PLAT "SUN DANCE" (311-72)
- (J9) RECORD INFORMATION PER ROS (53-140)
- (J10) RECORD INFORMATION PER THE PLAT "RENAISSANCE SUMMIT" (311-275)
- (J11) RECORD INFORMATION PER THE PLAT "VISTA POINTE" PLAT ALTERATION LOT 6-11 (311-646)
- (J12) RECORD INFORMATION PER ROS (60-164)

SHEET 3 OF 3

PRELIMINARY



JOB NAME:	HANCOCK SPRINGS	AKS ENGINEERING & FORESTRY, LLC 9600 NE 126TH AVE, STE 2520 VANCOUVER, WA 98682 360.882.0419 WWW.AKS-ENG.COM
JOB NUMBER:	5638	
DRAWN BY:	CJC	
CHECKED BY:	JOH	
DRAWING NO.:	5638CPLAT	ENGINEERING · SURVEYING · NATURAL RESOURCES FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE



Staff Report
Final Plat Haven Heights (formally Hancock Springs)

File No. FP20-04 Haven Heights
 (Related Files: SUB18-05)

TO: Mayor McDonnell
 City Council

FROM: Robert Maul, Planning Manager

LOCATION: 2926 NW 18th Ave, Camas, WA

OWNER: SLJ Properties LLC
 10100 NE 116th Cir
 Vancouver, WA 98662

APPLICABLE LAW: The final plat application was submitted October 8th, 2020, and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 18 Zoning (not exclusively): CMC Chapter 17.21 Procedures for Public Improvements; and CMC Chapter 18.55 Administration and Procedures; and RCW Chapter 58.17.

BACKGROUND INFORMATION

Lots: 20 residential lots.

Total Area: 9.95 acres

The original subdivision application was deemed complete back on January 14th, 2019 (SUB18-05). The City issued a land use approval with a formal decision on May 3rd, 2019.

The applicant has submitted for a final plat approval with most of the on-site and offsite improvements are done, but the applicant is proposing to bond for the remaining items, as per Camas Municipal Code section 17.21.040

Staff has reviewed the final plat drawings, lot closures, CC&R's and all other associated final platting documents including the bonding.

Final Plat Criteria for Approval (CMC 17.21.060-C)

1. That the proposed final plat bears the required certificates and statements of approval; **Complies**
2. That the title insurance report furnished by the developer/owner confirms the title of the land, and the proposed subdivision is vested in the name of the owner(s) whose signature(s) appears on the plat certificate; **Complies**
3. That the facilities and improvements required to be provided by the developer/owner have been completed or, alternatively, that the developer/owner has submitted with the proposed final plat an improvement bond or other security in conformance with CMC 17.21.040; **Bonding Complies**
4. That the plat is certified as accurate by the land surveyor responsible for the plat; **Complies**
5. That the plat is in substantial conformance with the approved preliminary plat; and **Complies**

6. That the plat meets the requirements of Chapter 58.17 RCW and other applicable state and local laws which were in effect at the time of preliminary plat approval. **Complies**

Findings: The submitted plat meets the requirements of CMC 17.21.060-C, is consistent with the applicable conditions of approval, and with the applicable state and local regulations.

Recommendation

Staff recommends that Council approve the final plat for Haven Heights.

Congestion Mitigation and Air Quality Grant Reimbursable Agreement Between City of Battle Ground, City of Camas, and the City of Washougal

THIS AGREEMENT is made and entered into this ____ day of April, 2021, by and between the City of Battle Ground (“Battle Ground”), the City of Camas (“Camas”), and the City of Washougal (“Washougal”), each of which may be individually referred to as “City” or “Party” and collectively the “Cities” and “Parties”;

WHEREAS, the Interlocal Cooperation Act, as amended and codified in RCW Chapter 39.34, provides for cooperative agreements between governmental agencies; and

WHEREAS, the Cities were joint applicants for a Congestion Mitigation And Air Quality (CMAQ) Grant in June of 2016 through the Regional Transportation Commission (RTC); and

WHEREAS, the purpose of the Grant was for the Cities to join up with Clark County’s Advance Traffic Management System (“ATMS”); and

WHEREAS, at the time of the application it was decided that Battle Ground would be the lead agency for grant administration; and

WHEREAS, the Washington State Department of Transportation (WSDOT) is requiring that invoicing and reimbursement for the Grant run through Battle Ground alone rather than each City individually which necessitates this reimbursable agreement; and

NOW, THEREFORE, the Parties, having entered into this Agreement by their signature, agree with the following:

I. GENERAL TERMS AND OBJECTIVES

1. The Cities received a collective CMAQ Grant award in the amount of \$276,000.00. The grant funds are to be utilized for each City to join up with Clark County’s ATMS system (“the Project”). WSDOT requires the invoicing for the Grant funds to be run through one City as opposed to each City individually. The breakdown of the individual award to each City was as follows:
 - a. Battle Ground = \$85,609.05 (31.02%)
 - b. Camas = \$119,050.08 (43.13%)
 - c. Washougal = \$71,340.87 (25.85%)
2. Camas and Washougal shall reimburse Battle Ground for all invoiced costs that are associated with each of their respective portions of expenses related to the CMAQ

Grant. The purpose of this Agreement is to detail the agreed-upon terms for reimbursement.

3. Per the approved Local Agency Agreement with WSDOT, which is attached as Exhibit A and incorporated herein by reference, eligible costs can be reimbursed at a rate of 86.5%, not to exceed the grant amount of \$276,000.00.
4. The Project has been Bid with five (5) schedules within the Bid Proposal, which is attached as Exhibit B and incorporated herein by reference, to distinguish the identification of costs associated with each City. The five (5) schedules are as follows:
 - Schedule 1A – work for the City of Battle Ground, which is not taxable
 - Schedule 1B – work for the City of Battle Ground, which is taxable
 - Schedule 2 – work for Camas, which is not taxable
 - Schedule 3A – work for Washougal, which is not taxable
 - Schedule 3B – work for Washougal, which is taxable
5. Per the approved Local Agency Agreement with WSDOT, the following costs are reimbursable from the Grant:
 - a. Construction Contract with the responsible, responsive low Bidder that will be selected for the project;
 - b. ATMS licensing, which will be purchased from Cubic/Trafficware;
 - c. Inspection/testing costs from Clark County for the Project; and
 - d. WSDOT's reimbursable expenses related to the Project.
6. Battle Ground will pay all costs as listed in Section (I)(5). After paying said costs, Battle Ground will request reimbursement from WSDOT for 86.5% of costs not to exceed \$276,000.00. Battle Ground will then invoice Camas and Washougal for their respective share of costs not reimbursed by WSDOT. Camas and Washougal shall remit payment in full to Battle Ground within thirty (30) days of receiving an invoice from Battle Ground.
7. Each City shall be responsible for the costs listed in Section (I)(5) as follows:
 - a. Battle Ground:
 - i. Section (I)(5)(a) = Schedules 1A and 1B of the Bid Proposal.
 - ii. Section (I)(5)(b) = Licensing fees as shown on Cubic/Trafficware's invoice allocated specifically to Battle Ground.
 - iii. Section (I)(5)(c) = Inspection/testing fees as shown on Clark County's invoice specific to Battle Ground. For any fees that are specific to the Project as a whole or not shown as being related to a specific City, Battle Ground will pay 31.02% of overall said costs.
 - iv. Section (I)(5)(d) = Battle Ground will pay 31.02% of the overall costs not attributed to a specific City and not otherwise reimbursed by WSDOT.
 - b. Camas:
 - i. Section (I)(5)(a) = Schedule 2 of the Bid Proposal.

- ii. Section (I)(5)(b) = Licensing fees as shown on Cubic/Trafficware's invoice allocated specifically to Camas.
 - iii. Section (I)(5)(c) = Inspection/testing fees as shown on Clark County's invoice specific to Camas. For any fees that are specific to the Project as a whole or not shown as being related to a specific City, Camas will pay 43.13% of overall said costs.
 - iv. Section (I)(5)(d) = Camas will pay 43.13% of the overall costs not attributed to a specific City and not otherwise reimbursed by WSDOT.
 - c. Washougal:
 - i. Section (I)(5)(a) = Schedules 3A and 3B of the Bid Proposal.
 - ii. Section (I)(5)(b) = Licensing fees as shown on Cubic/Trafficware's invoice specific to Washougal.
 - iii. Section (I)(5)(c) = Inspection/testing fees as shown on Clark County's invoice specific to Washougal. For any fees that are specific to the Project as a whole or not shown as being related to a specific City, Washougal will pay 25.85% of overall said costs.
 - iv. Section (I)(5)(d) = Washougal will pay 25.85% of the overall costs not attributed to a specific City and not otherwise reimbursed by WSDOT.
8. The reimbursement due to each City by WSDOT shall be limited to the respective maximum amount attributed to each city in Section (I)(1) except as otherwise provided in this Section (I)(8). If one city is reimbursed all of its eligible costs by WSDOT and the reimbursements do not exceed the maximum amount attributed to that city as listed in Section (I)(1), then the remaining amount attributed to that city shall be equally split amongst the other two (2) Cities with each receiving fifty percent (50%) of the remaining amount to be applied to their eligible costs. If two Cities are reimbursed all of their eligible costs by WSDOT and the reimbursements do not exceed either of their maximum individual amounts attributed to those Cities in the Section (I)(1), then the total remaining amount may be used by the remaining City to be applied to their eligible costs.
 9. Any Project costs incurred by an individual City that are not specifically listed in Section (I)(5) herein are the sole responsibility of the individual City that incurred them and that City shall be individually invoiced and solely responsible for payment.
 10. Each City shall be solely responsible for inspecting the work that occurs in furtherance of the Project that benefits their individual interest in the Project.
 11. The City Council of the City of Battle Ground shall be responsible for awarding or not awarding the Contract to the responsible/responsive low Bidder. Battle Ground's Public Works Director will request concurrence from Camas and Washougal via their respective staff members as listed in Section (XI) herein, or their designees, but the ultimate authority for the decision shall lie exclusively with the City Council of the City of Battle Ground.

12. Battle Ground's City Engineer will be responsible for negotiating and approving Change Orders on behalf of each City. For optional change orders, the Battle Ground City Engineer will not approve the change order without first receiving concurrence from the City or Cities that are impacted, via the respective staff members listed in Section (XI) herein, or their designees. The Battle Ground City Engineer will not approve the optional change order if concurrence is not received from the impacted City or Cities within 48 hours, or other timeframe as may be specified by the Battle Ground City Engineer, of submitting the request for concurrence. For purposes of this Section (I)(12), an "optional change order" shall be defined as any change order that may benefit the Project, but isn't necessary or required to complete the Project as determined by the Battle Ground City Engineer.

For mandatory change orders, the Battle Ground City Engineer will seek concurrence from the City or Cities that are impacted, via the respective staff members listed in Section (XI) herein, or their designees. If an impacted City elects to deny, contest, or further negotiate a mandatory change order related to their City then that City shall be solely responsible for any claim, delay costs, or any other damages that may arise related to their challenge. If the Battle Ground City Engineer does not receive concurrence or confirmation of an impacted City's intent to deny, contest, or further negotiate a mandatory change order within 48 hours, or other timeframe as specified by the Battle Ground City Engineer, of submitting the request for concurrence then the Battle Ground City Engineer shall have the sole authority to approve the mandatory change order. For purposes of this Section (I)(12), a "mandatory change order" shall be defined as any change order that is necessary or required to complete the Project as determined by the Battle Ground City Engineer.

For any optional or mandatory change order that solely impacts the City of Battle Ground, the Battle Ground City Engineer shall have the authority to approve or deny said change orders without concurrence from the other City or Cities that may be impacted.

For any change orders that are specific to a City, that City will be responsible for all associated costs. For any change orders that are specific to the Project as a whole or not shown as being related to a specific City, the Cities will pay their proportionate share based on the percentages shown in Section (I)(1). For change orders that may benefit the Cities differently than previously described, the change order will specifically list which costs belong to each City.

II. 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.

III. 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.

IV. ALTERATIONS AND AMENDMENTS

This Agreement may only be amended by written agreement between the Cities that is signed by personnel authorized to bind each City.

V. DISPUTES

The principal executive or their designee of each City 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 Cities, the matter will be referred to the Superior Court of the State of Washington in and for Clark County.

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

VI. RECORDS MAINTENANCE

The Cities shall retain project records that sufficiently and properly reflect all direct and indirect costs incurred for the performance of services in this Agreement. Records shall be subject to inspection, review, or audit by each Party and the Office of the Washington State Auditor. All records shall be retained in accordance with the State of Washington records retention schedule.

VII. 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.

VIII. WAIVER AND SEVERABILITY

Failure by any Party to this Agreement to exercise rights under this Agreement shall not preclude that Party from subsequent exercise of those rights and shall not constitute a waiver of those rights or any other right under this Agreement. Waiver of any rights under this Agreement requires a written statement signed by an authorized representative of the Party waiving such rights.

If any provision of this Agreement or provision of a document incorporated by reference to this Agreement is found invalid, the invalidity shall not affect other provisions of this Agreement if the other provisions can be given effect without the

invalid provision. The provisions of this Agreement are declared severable. In the event that certain language or a section of this Agreement is invalidated, the Parties will negotiate alternative terms to effectuate the Parties' intent. If the Parties are unable to reach agreement on alternative terms within 30 days of the invalidity determination, this Agreement will terminate.

IX. ENTIRE AGREEMENT

This Agreement together with all listed Exhibits contains all the terms and conditions agreed upon by the Parties on the subject of this Agreement. No other understandings, oral or otherwise, exist or bind the Parties.

X. INDIRECT OR THIRD-PARTY BENEFICIARIES

The Parties do not intend, by this Agreement, to assume contractual obligations to any other party than the Parties named in this Agreement. There are no indirect or third-party beneficiaries to this Agreement.

XI. DURATION.

This Agreement shall become effective upon its execution by the Parties and recording on each party's website or recording with the Clark County Auditor, and shall continue until completion of its stated goals.

XII. ADMINISTRATION.

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The Parties shall administer the performance of the Agreement.

XIII. MANNER OF FINANCING.

Each city shall finance their respective shares as set forth in Section I, above.

XIV. NO PROPERTY.

No property will be acquired, held, used, or disposed of in connection with this Agreement.

XV. TERMINATION. The parties to this agreement rely on the continued participation of all the parties. No party shall unilaterally terminate their participation in this agreement without consent of all the remaining parties and the granting authority.

XVI. NOTICES

Any notices given under this Agreement shall be delivered and addressed to:

City of Battle Ground

Attn: Public Works Director
109 SW 1st Street, Suite 122
Battle Ground, WA 98604

City of Camas

Attn: Jamal Fox, City Administrator
616 NE 4th Avenue
Camas, WA 98607
JFox@cityofcamas.us

City of Washougal

Attn: City Manager
1701 C Street
Washougal, WA 98671

The undersigned Parties agree to all of the terms and conditions contained in this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement by their duly authorized officers as of the ____ day of _____, 2021.

CITY OF BATTLE GROUND

BY: _____

TITLE: _____

DATE: _____

Approved as to form:

Christine Hayes, City Attorney

CITY OF CAMAS

BY: _____

TITLE: MAYOR

DATE: _____

Approved as to form:

Shawn MacPherson, City Attorney

CITY OF WASHOUGAL

BY: _____

TITLE: _____

DATE: _____

Approved as to form:

Kenneth B. Woodrich, City Attorney


**Washington State
Department of Transportation**

Agency City of Battle Ground

 Address 109 SW 1st Street
 Suite 122
 Battle Ground, WA 98604

Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

CM-0060(002)

Agreement No.

LA10020

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 — certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Small Cities ATMS

Length varies

Termini city-wide to city-wide

Description of Work

Expansion of Clark County's ATMS now license, update traffic controllers, installation of wireless radios to connect to existing fiber systems, and installation of cameras within Battle Ground, Camas, and Washougal.

 Project Agreement End Date 12/31/2022 ^{2024 CMC}

Proposed Advertisement Date 1/31/2021

Claiming Indirect Cost Rate

☐ Yes ☒ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency			
%	b. Other			
Federal Aid	c. Other			
Participation	d. State			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract	318,075.00	42,940.00	275,135.00
86.5 %	l. Other Contract (Non-Federal)	52,325.00	52,325.00	0.00
	m. Other			
Federal Aid	n. Other			
Participation	o. Agency			
Ratio for CN	p. State	1,000.00	135.00	865.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	371,400.00	95,400.00	276,000.00
	r. Total Project Cost Estimate (e+j+q)	371,400.00	95,400.00	276,000.00

Agency Official

 By *[Signature]*

Title City Manager

Washington State Department of Transportation

 By *[Signature]*

Director, Local Programs

Date Executed

DEC 22 2020

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its Instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

EXHIBIT "B"

SMALL CITIES ATMS – BID PROPOSAL

Schedule 1A – Battle Ground – City ROW

Item Number	Item	Quantity	Unit	Unit Cost	Total Cost
1A-1	Minor Change	1	CALC	\$1,000.00	\$1,000.00
1A-2	Record Drawings	1	LS		
1A-3	Mobilization	1	LS		
1A-4	Project Temporary Traffic Control	1	LS		
1A-5	Communication Cables And Interfaces	1	LS		
1A-6	Traffic Control System	1	LS		
1A-7	CCTV Camera System	2	EA		
Schedule 1A Total					

Schedule 1B – Battle Ground – State ROW

Item Number	Item	Quantity	Unit	Unit Cost	Total Cost
1B-1	Minor Change	1	LS		
1B-2	Record Drawings	1	LS		
1B-3	Mobilization	1	LS		
1B-4	Project Temporary Traffic Control	1	LS		
1B-5	Communication Cables And Interfaces	1	LS		
Schedule 1B Subtotal					
Sales Tax – 8.4%					
Schedule 1B Total					

Schedule 2 – Camas – City ROW					
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost
2-1	Minor Change	1	CALC	\$1,000.00	\$1,000.00
2-2	Record Drawings	1	LS		
2-3	Mobilization	1	LS		
2-4	Project Temporary Traffic Control	1	LS		
2-5	Communication Cables And Interfaces	1	LS		
2-6	Traffic Control System	1	LS		
2-7	CCTV Camera System	1	EA		
Schedule 2 Total					

Schedule 3A – Washougal – City ROW					
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost
3A-1	Minor Change	1	CALC	\$1,000.00	\$1,000.00
3A-2	Record Drawings	1	LS		
3A-3	Mobilization	1	LS		
3A-4	Project Temporary Traffic Control	1	LS		
3A-5	Communication Cables And Interfaces	1	LS		
3A-6	Traffic Control System	1	LS		
3A-7	CCTV Camera System	1	EA		
Schedule 3A Total					

Schedule 3B – Washougal – State ROW					
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost
3B-1	Minor Change	1	LS		
3B-2	Record Drawings	1	LS		
3B-3	Mobilization	1	LS		
3B-4	Project Temporary Traffic Control	1	LS		
3B-5	Communication Cables And Interfaces	1	LS		
				Schedule 3B Subtotal	
				Sales Tax – 8.4%	
				Schedule 3B Total	
Project Total					

~ PROCLAMATION ~

WHEREAS, Community Development Week is the time of year where we highlight the impact the Community Development Block Grant (CDBG) and the HOME Investment Partnerships Program have in our communities; and

WHEREAS, the CDBG Program has considerable flexibility to allow communities to carry out activities that are tailored to their unique housing, community and neighborhood revitalization needs; and

WHEREAS, in Clark County, CDBG funding of over \$65 million dollars since 1975, and HOME funding of over \$25 million since 1992, has provided affordable housing and housing rehabilitation; neighborhood revitalization; human service needs; construction or expansion of community facilities and shelters; and physical redevelopment throughout the county; and

WHEREAS, the City of Camas and other local governments have clearly demonstrated the capacity to administer and customize the CDBG program to identify and resolve pressing local problems, such as neighborhood infrastructure and social service needs, job creation and retention, and affordable housing;

NOW THEREFORE, I, Ellen Burton, Mayor Pro Tem of the City of Camas, do hereby proclaim April 5- 9, 2021, as:

“Community Development Block Grant Week”

in the City of Camas and urge citizens to join in recognizing the positive impacts both the Community Development Block Grant and HOME Investment Partnerships Program and the importance it serves to our community.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 5th day of April, 2021.

Ellen Burton, Mayor Pro Tem

~ PROCLAMATION ~

WHEREAS, the City of Camas prides itself on contributing to the quality of life for its citizens; and

WHEREAS, children are vital to the City's future success and prosperity as well as being our most vulnerable assets; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of society, and finding solutions requires input and action from everyone in our community; and

WHEREAS, the members of General Federation of Women's Club Camas/Washougal desire to help raise awareness of child abuse and promote healthy childhoods; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster healthy growth and development; and

WHEREAS, in April all communities are encouraged to join the national effort to raise awareness for those children who are victims of child abuse and neglect; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families;

NOW THEREFORE, I, Ellen Burton, Mayor Pro Tem of the City of Camas, do hereby proclaim April 2021, as:

"Child Abuse Prevention Month"

in the City of Camas and urge all citizens to join the effort to raise awareness and help prevent child abuse.



In witness whereof, I have set my hand
and caused the seal of the City of Camas
to be affixed this 5th day of April, 2021.

Ellen Burton, Mayor Pro Tem

~ PROCLAMATION ~

WHEREAS, National Poetry Month was created in 1996 by the Academy of American Poets; and

WHEREAS, poetry is the artful expression of human thought and feeling; and

WHEREAS, the appreciation of poetry nourishes the human spirit that motivates others to find their personal voice; and

WHEREAS, the Clark County Poet Laureate serves the community by fostering poetry as an art form capable of building bridges of understanding among people with diverse voices and experiences; and

WHEREAS, the purpose of National Poetry Month is to appreciate the legacy of poets, to encourage poetry reading, to help teachers introduce poetry into the classroom, and to increase support of the publication of poetry books and living poets;

NOW THEREFORE, I, Ellen Burton, Mayor Pro Tem of the City of Camas, do hereby proclaim April 2021, as:

“National Poetry Month”

in the City of Camas and urge all citizens to join in this observance by celebrating the cultural riches of our community.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 5th day of April, 2021.

Ellen Burton, Mayor Pro Tem



Staff Report

April 5, 2021 Council Meeting

McNeley Annexation – 10% Notice of Intent

Presenter: Robert Maul, Planning Manager

Phone	Email
360.817.1568	rmaul@cityofcamas.us

BACKGROUND: An annexation application has been submitted to the City.

SUMMARY: On February 2, 2021 the City of Camas received a ten percent petition to annex two properties within the city limits. The annexation area is comprised of two parcels owned by Adam and Heidi McNeley (parcel number 986030316), and Bradley and Paula Buhman (parcel number 17810200). The parcels are 8 acres and 8.14 acres in size respectively for a total of 16.14 acres (see figure 1). The initiating parties represent both parcels of land which has a total assessed value of \$1,123,330, or 100% of the total assessed value of the defined area. The notice is valid and satisfies the requirements of RCW 35A.14.120.

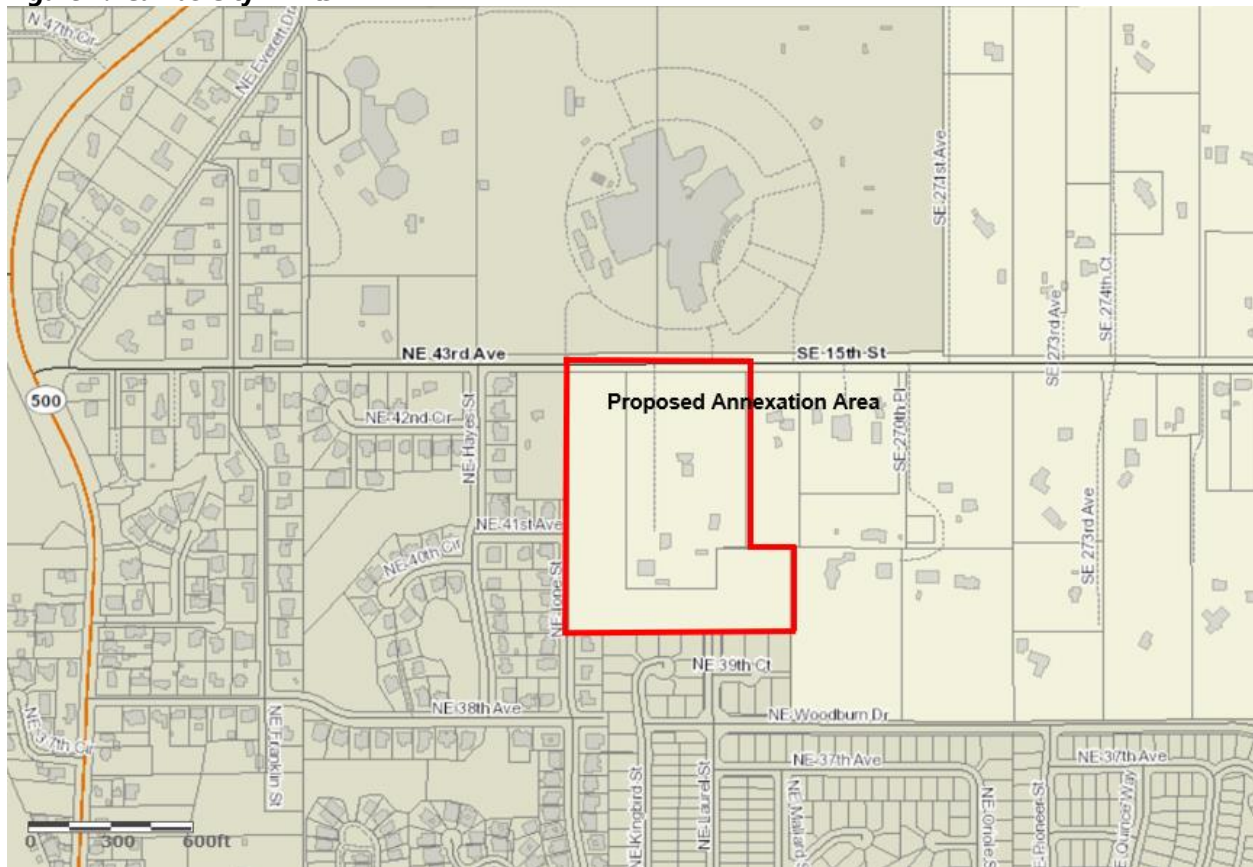
The McNeley property is currently vacant and the Buhman property contains one single-family residence. Both parcels have a Clark County Urban Holding (UH-10) zoning overlay. The Urban Holding zoning overlay requires a minimum of ten acres to construct a single-family residence. The McNeley property future development plans consist of one single family residence with no intention of further developing. Per the applicant's narrative, the two properties have been in the family for more than five generations and are intended to be their forever home.

Figure 1: Proposed Annexation Area



City Boundary:

As proposed, the annexation area does directly adjoin the city limit boundary to the north, south and west. East of the site is unincorporated Clark County land that is within the City of Camas Urban Growth Boundary (see figure 2).

Figure 2: Camas City Limits**Process:**

As per RCW 35.13.125, the City Council is required to meet with the initiating parties and will discuss the following:

1. Whether the City will accept, reject, or geographically modify the proposed annexation;
2. Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330, and RCW 35A.14.340); and
3. Whether it will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

If the Council were to accept the proposed annexation (with or without modifications) the next step in the process is for the initiating party to collect signatures from property owners representing at least 60% of the assessed value of the area to be annexed. If a valid petition is submitted, then the City Council may hold a public hearing to consider the request.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? To accept, reject or modify the annexation process for the application.

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

How have communities been engaged? Are there opportunities to expand engagement? The annexation process will include public notices and opportunities for engagement.

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

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

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

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

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

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

How does this item support a comprehensive plan goal, policy or other adopted resolution? Both sites are within the City's Urban Growth Boundary and support the elements of the comprehensive plan.

BUDGET IMPACT: Unknown at this time. Staff will bring forward more specifics at future meetings.

RECOMMENDATION: Accept the McNeley Annexation request and require simultaneous adoption of zoning and assumption of existing indebtedness of the proposed annexation area.

Options:

<i>Option</i>	<i>Results</i>
<ul style="list-style-type: none"> <i>Reject the Notice of Intent</i> 	<i>The annexation process ends and the subject property would remain in unincorporated Clark County.</i>

- | | |
|---|--|
| • <i>Accept the Notice as submitted</i> | <i>The initiating parties would draft a petition and begin gathering signatures.</i> |
| • <i>Accept the Notice but modify the boundaries.</i> | <i>The initiating parties would draft a revised petition and begin gathering signatures.</i> |

MCNELEY ANNEXATION

10% Notice of Intent

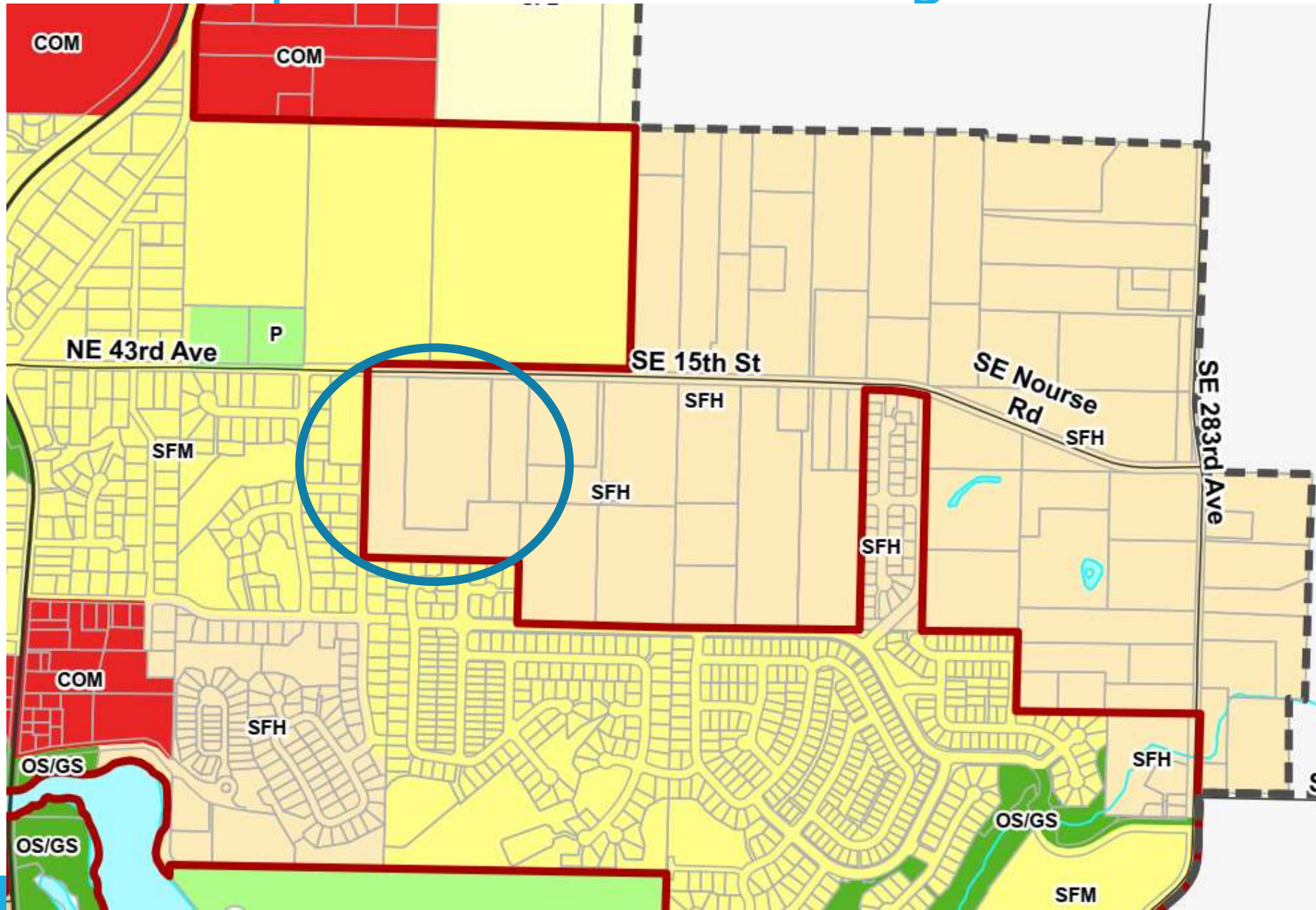
Staff: Robert Maul, Planning Manager





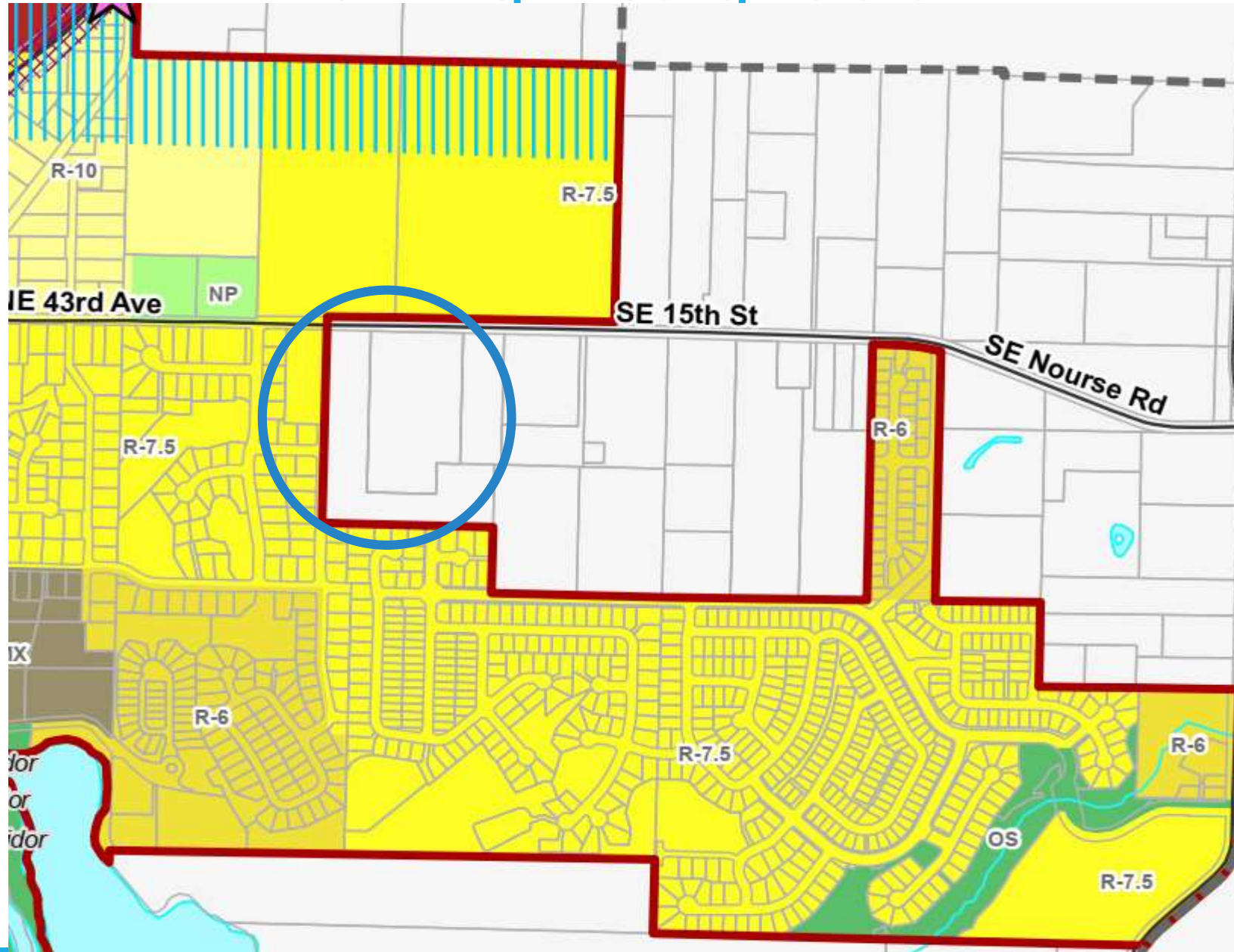
Comprehensive Plan Designation

Item 12.



Zoning Designation

Item 12.





Community Development Department | Planning
616 NE Fourth Avenue | Camas, WA 98607
(360) 817-1568
communitydevelopment@cityofcamas.us

Item 12.

General Application Form

Case Number: Annex 21-01

Applicant Information

Applicant/Contact: Adam & Heidi McNeley Phone: 360.303.9449 - Adam
(360) 608.3377 - Heidi
Address: 26621 SE 15th St amcneley44@hotmail.com
heidilanebuhman@hotmail.com
Street Address E-mail Address
Camas WA 98607
City State ZIP Code

Property Information

Property Address: N/A 986030316 178102000
Street Address County Assessor # / Parcel #
Camas WA 98607
City State ZIP Code
Zoning District R1-4/4H-10 overlay Site Size 8 acres

Description of Project

Brief description:
Annexation to the City of Camas.

Are you requesting a consolidated review per CMC 18.55.020(B)? YES ☐ NO ☐
Permits Requested: ☐ Type I ☐ Type II ☐ Type III ☐ Type IV, BOA, Other

Property Owner or Contract Purchaser

Owner's Name: McNeley, Adam Phone: 360.303.9449 - Adam
Buhman-McNeley, Heidi (360) 608.3377 - Heidi
Last First
26621 SE 15th St
Street Address Apartment/Unit #
E mail Address: Camas WA 98607
amcneley44@hotmail.com heidilanebuhman@hotmail.com State Zip
City

Signature

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.

Signature: [Signature] Date: 02.04.2021

Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

Date Submitted: <u>2/5/2021</u>	Pre-Application Date:	\$1063.00 pd. 2/5/2021
<u>Maul</u>	Staff: Related Cases #	
<input type="checkbox"/> Electronic Copy Submitted		

Revised: 01/22/2019

Application Checklist and Fees [updated on January 1, 2021]

Item 12.

Annexation	\$863 - 10% petition; \$3,669 - 60% petition	001-00-345-890-00	\$ 863.00	
Appeal Fee		001-00-345-810-00	\$399.00	\$
Archaeological Review		001-00-345-810-00	\$137.00	\$
Binding Site Plan	\$1,879 + \$24 per unit	001-00-345-810-00		\$
Boundary Line Adjustment		001-00-345-810-00	\$103.00	\$
Comprehensive Plan Amendment		001-00-345-810-00	\$5,826.00	\$
Conditional Use Permit				
Residential	\$3,417 + \$105 per unit	001-00-345-810-00		\$
Non-Residential		001-00-345-810-00	\$4,328.00	\$
Continuance of Public Hearing		001-00-345-810-00	\$524.00	\$
Critical or Sensitive Areas (fee per type)		001-00-345-810-00	\$775.00	\$
(wetlands, steep slopes or potentially unstable soils, streams and watercourses, vegetation removal, wildlife habitat)				
Design Review				
Minor		001-00-345-810-00	\$433.00	\$
Committee		001-00-345-810-00	\$2,375.00	\$
Development Agreement	\$877 first hearing; \$530 ea. add'l hearing/continuance	001-00-345-810-00		\$
Engineering Department Review - Fees Collected at Time of Engineering Plan Approval				
Construction Plan Review & Inspection	(3% of approved estimated construction costs)			
Modification to Approved Construction Plan Review	(Fee shown for information only)		\$420.00	
Single Family Residence (SFR) - Stormwater Plan Review	(Fee shown for information only)		\$208.00	
Gates/Barrier on Private Street Plan Review	(Fee shown for information only)		\$1,041.00	
Fire Department Review				
Short Plat or other Development Construction Plan Review & Insp.		115-09-345-830-10	\$284.00	\$
Subdivision or PRD Construction Plan Review & Inspection		115-09-345-830-10	\$354.00	\$
Commercial Construction Plan Review & Inspection		115-09-345-830-10	\$424.00	\$
Home Occupation				
Minor - Notification (No fee)			\$0.00	
Major		001-00-321-900-00	\$69.00	\$
LI/BP Development	\$4,328 + \$41.00 per 1000 sf of GFA	001-00-345-810-00		\$
Minor Modifications to approved development		001-00-345-810-00	\$346.00	\$
Planned Residential Development	\$35 per unit + subdivision fees	001-00-345-810-00		\$
Plat, Preliminary				
Short Plat	4 lots or less: \$1,936 per lot	001-00-345-810-00		\$
Short Plat	5 lots or more: \$7,175 + \$250 per lot	001-00-345-810-00		\$
Subdivision	\$7,175 + \$250 per lot	001-00-345-810-00		\$
Plat, Final:				
Short Plat		001-00-345-810-00	\$200.00	\$
Subdivision		001-00-345-810-00	\$2,375.00	\$
Plat Modification/Alteration		001-00-345-810-00	\$1,196.00	\$
Pre-Application (Type III or IV Permits)				
No fee for Type I or II				
General		001-00-345-810-00	\$354.00	\$
Subdivision (Type III or IV)		001-00-345-810-00	\$911.00	\$
SEPA		001-00-345-890-00	\$810.00	\$
Shoreline Permit		001-00-345-890-00	\$1,196.00	\$
Sign Permit				
General Sign Permit	(Exempt if building permit is required)	001.00.322.400.00	\$41.00	\$
Master Sign Permit		001.00.322.400.00	\$126.00	\$
Site Plan Review				
Residential	\$1,151 + \$34 per unit	001-00-345-810-00		\$
Non-Residential	\$2,876 + \$68 per 1000 sf of GFA	001-00-345-810-00		\$
Mixed Residential/Non Residential	(see below)	001-00-345-810-00		\$
	\$4,055 + \$34 per res unit + \$68 per 1000 sf of GFA			
Temporary Use Permit		001-00-321-990-00	\$80.00	\$
Variance (Minor)		001-00-345-810-00	\$695.00	\$
Variance (Major)		001-00-345-810-00	\$1,295.00	\$
Zone Change (single tract)		001-00-345-810-00	\$3,345.00	\$

Adopted by RES 1023 AUG 2005; Revised by RES 1113 SEPT 2007; Revised by RES 1163 OCT 2009; Revised by RES 1204 NOV 2010;
Revised by RES 15-001 JAN 2015; Revised by RES 15-007 MAY 2015; Revised by RES 15-018 DEC 2015; Revised by RES 16-019 NOV 2016;
Revised by RES 17-015 NOV 2017; Revised by RES 18-003 APRIL 2018; Revised by RES 18-013 NOV 2018; Revised by RES 19-018 DEC 2019
Revised by RES20-014 DEC 2020

Fees reviewed & approved by Planner:

Initial

Date

For office use only

Total Fees Due: \$ 863.00

City of Camas
616 NE 4th Avenue
Camas, WA 98607
360-834-2462

Finance Office Hours:
Monday-Friday 9:00 - 5:00 p.m.

Date/Time 02/05/2021 10:18 AM

Receipt No. 00602695

Receipt Date 02/05/2021

CR plan 863.00

annex
annexation 863.00

Cash: 0.00

Other: 863.00

Check: 0.00

Total: 863.00
Change: 0.00

Check No:

MCNELEY

Customer #: 000000

Cashier: abaldwin
Station: IS01931

February 4, 2021

Robert Maul
Planning Manager
Community Development
City of Camas
616 NE 4th Ave
Camas, WA 98607

RE: Letter of intent to annex property to City of Camas (Parcel #178102000 and Parcel #986030316)

Dear Mr. Maul:

The purpose of this letter is to express our intent to annex two properties, located at SE 15th ST, Camas, WA, owned by 1) Bradley and Paula Buhman (Parcel #178102000) and 2) Adam and Heidi McNeley (Parcel #986030316), to the City of Camas. Before we get into details, however, we want to share our why.

Whether you lived here all of your life or you transplanted, it doesn't take long to realize Camas is a place that will steal your heart. From its scenic views and recreation, its schools, businesses and people, its country life and small-town charm, and only minutes to major city offerings -- on paper, Camas has it all. But if you dive into the lives of its citizens, Camas is so much more. And that's where our story begins. It's not only our home, Camas is our history ... it's our family.

Over one hundred years ago, my great grandparents built their homestead in Camas where they raised their three children (and a lot of animals!). Eventually, the farm was passed down to my grandfather, then, decades later, to my father, and now partly to my family. Looking back at all of the Sunday dinners and holidays, the number of kids who learned to ride bikes and drive cars, the milestone celebrations and new babies, all surrounded by the same landscape, is the best gift any of us have ever received. My great grandparents would never know that the land and farmhouse they built would continue to be a true blessing for five generations – and counting.

After the passing of my grandfather in 2009, the estate was settled into separate parcels: one to my parents with the farmhouse and outbuildings, and the other to my aunt, which was, and remains, raw land. When my husband and I learned that my aunt was looking to sell her parcel, we jumped at the opportunity to purchase. As a young family, there was nothing that we valued more than to be part of a small, thriving community where we could raise our children with the same wholesome traditions that I experienced. Ultimately, it broke our hearts to imagine the land leaving the family and the possibility of development would be devastating. Despite suburban sprawl encroaching on our three borders, we have defied the odds and our farm remains the heart of this family.

Our two, 8-acre County properties not only reside within the Urban Growth Area (UGA) Boundary, but they each maintain an Urban Holding, therefore requiring 10 acres to build a single residence in the Clark County jurisdiction. Since October 2018, and more than 60 communications and meetings with multiple members of both Clark County and City of Camas community development teams, we have determined that annexation is our *only* option to build our forever home. Per your recommendation, and to streamline the use of City resources and population appropriation, we ask you to consider a joint application for an annexation to the City of Camas of our property (Parcel #986030316) and my parent's property (Parcel #178102000).

On behalf of our family, we want to express our sincere appreciation for the time and energy you and your team have afforded us in discussing this opportunity and the expert recommendations that have been provided thus far.

We look forward to the process.

Best Regards,

Heidi L Buhman-McNeley and Adam C McNeley

Bradley B Buhman and Paula J Buhman

**10% NOTICE OF INTENT
ANNEXATION TO THE CITY OF CAMAS**


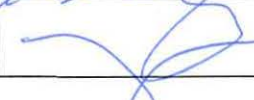
We the undersigned hereby give notice of intent to the City of Camas to have our property located as described below annexed to the City of Camas. We certify that we are the legal owners of property representing at least ten percent (10%) or more of the total value of all property within the area we are asking to be annexed.

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

The legal description is as follows:

See attached.

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Parcel #	Sign & Print Name	Address	Date Signed
986030316	 Adam McNeley	26021 SE 15th St, Camas WA 98607	2/4/21
986030316	 Heidi L Buhman-McNeley	26021 SE 15th St, Camas WA 98607	02.04.2021

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.

**10% NOTICE OF INTENT
ANNEXATION TO THE CITY OF CAMAS**


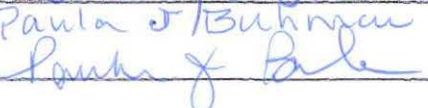
We the undersigned hereby give notice of intent to the City of Camas to have our property located as described below annexed to the City of Camas. We certify that we are the legal owners of property representing at least ten percent (10%) or more of the total value of all property within the area we are asking to be annexed.

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

The legal description is as follows:

see attached.

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Parcel #	Sign & Print Name	Address	Date Signed
178102000	 Bradley B. Buhman	26021 SE 15th St, Camas WA 98607	4 Feb 2021
178102000	 Paula J. Buhman	26021 SE 15th St, Camas WA 98607	4 Feb 2021

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.



360.696.4428 office | 866.696.4428 toll free | 360.694.8934 fax | 1924 Broadway, Suite B | Vancouver, WA 98663
www.hagedornse.com

April 18, 2012

**LEGAL DESCRIPTION
FOR**

~~BRADLEY BUHMAN~~

Adam / Heidi McNeley

TRACT 1 (8.0 ACRES):

A portion of the South half of the Southeast quarter of Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a 3/4 inch iron pipe marking the Southeast corner of Section 35 as shown in Book 56 of Surveys, Page 53, Clark County Auditor's Records;

THENCE North 01° 20' 42" East, along the East line of the Southeast quarter of Section 35 (Survey 56-53), for a distance of 640.00 feet to the Southeast corner of the "Michael tract" as described in Deed Book 46, Page 63, Clark County Auditor's Records;

THENCE North 88° 34' 22" West, along the South line of the "Michael tract" (Survey 56-53), for a distance of 990.53 feet to the West line of the "Gillas tract" as described in Deed Book "D", Page 270, Clark County Auditor's Records, and the **TRUE POINT OF BEGINNING**;

THENCE continuing North 88° 34' 22" West, along the South line of the "Michael tract", for a distance of 112.00 feet;

THENCE South 01° 23' 28" West, for a distance of 152.00 feet;

THENCE North 88° 34' 22" West, for a distance of 334.50 feet;

THENCE North 01° 23' 28" East, for a distance of 831.88 feet to the North line of the South half of the Southeast quarter of Section 35 as shown in Book 49 of Surveys, Page 125, Clark County Auditor's Records;

THENCE North 88° 36' 32" West, along said North line of the South half of the Southeast quarter of Section 35 (Survey 49-125), for a distance of 211.36 feet to the Northeast corner of the "Birt tract" as described under Clark County Auditor's File No. F-56534;

Legal Description for Bradley Buhman

TRACT 1 (8.0 ACRES)

April 18, 2012

Page 2

THENCE South $01^{\circ} 23' 28''$ West, along the West line of said "Birt tract", also being along an Easterly line of "Lacamas Summit" recorded in Book 310 of Plats, Page 775, Clark County Auditor's Records, for a distance of 990.01 feet;

THENCE South $88^{\circ} 36' 32''$ East, along the most Southerly North line of said "Lacamas Summit", also being along the South line of the "Bennett tract" as described under Deed Book 52, Page 353, Clark County Auditor's Records, for a distance of 825.00 feet to a 1/2 inch iron rod (Survey 49-125) marking the Southeast corner of said "Bennett tract";

THENCE North $01^{\circ} 23' 28''$ East, along the East line of said "Bennett tract", for a distance of 309.74 feet to a 1/2 inch iron rod (Survey 49-125) marking the most Easterly Northeast corner of said "Bennett tract", being on the South line of said "Michael tract" (Book 46, Page 63);

THENCE North $88^{\circ} 34' 22''$ West, along the South line of said "Michael tract" for a distance of 167.14 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH and SUBJECT TO County roads.

Contains 8.0 acres.

LD-2012\Buhman Tract 1.acb
#12-040



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 966030-316

A portion of the South half of the Southeast quarter of Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a 3/4 inch iron pipe marking the Southeast corner of Section 35 as shown in Book 56 of Surveys, Page 53, Clark County Auditor's Records;

THENCE North 01°20'42" East, along the East line of the Southeast quarter of Section 35 (Survey 56-53) for a distance of 640.00 feet to the Southeast corner of the "Michael tract" as described in Deed Book 46, Page 63, Clark County Auditor's Records;

THENCE North 88°34'22" West, along the South line of the "Michael tract" (Survey 56-53), for a distance of 990.53 feet to the West line of the "Gillas tract" as described in Deed Book "D", Page 270, Clark County Auditor's Records, and the **TRUE POINT OF BEGINNING**;

THENCE continuing North 88°34'22" West, along the South line of the "Michael tract", for a distance of 112.00 feet;

THENCE South 01°23'28" West, for a distance of 152.00 feet;

THENCE North 88°34'22" West, for a distance of 334.50 feet;

THENCE North 01°23'28" East, for a distance of 831.88 feet to the North line of the South half of the Southeast quarter of Section 35 as shown in Book 49 of Surveys, Page 125, Clark County Auditor's Records;

THENCE North 88°36'32" West, along said North line of the South half of the Southeast quarter of Section 35 (Survey 49-125), for a distance of 211.36 feet to the Northeast corner of the "Birt tract" as described under Clark County Auditor's File No. F-56534;

THENCE South 01°23'28" West, along the West line of said "Birt tract", also being along an Easterly line of "Lacamas Summit" recorded in Book 310 of Plates, Page 775, Clark County Auditor's Records, for a distance of 990.01 feet;

THENCE South 88°36'32" East, along the most Southerly North line of said "Lacamas Summit", also being along the South line of the "Bennett tract" as described under Deed Book 52, Page 353, Clark County Auditor's Records, for a distance of 825.00 feet to a 1/2 inch iron rod (Survey 49-125) marking the Southeast corner of said "Bennett tract";

THENCE North 01°23'28" East, along the East line of said "Bennett tract", for a distance of 309.74 feet to a 1/2 inch iron rod (Survey 49-125) marking the most Easterly Northeast corner of said "Bennett tract", being on the South line of said "Michael tract" (Book 46, Page 63);

THENCE North 88°34'22" West, along the South line of said "Michael tract" for a distance of 167.14 feet to the **TRUE POINT OF BEGINNING**.

Bushman



360.696.4428 office | 866.696.4428 toll free | 360.694.8934 fax | 1924 Broadway, Suite B | Vancouver, WA 98663
www.hagedornse.com

April 18, 2012

**LEGAL DESCRIPTION
FOR
BRADLEY BUHMAN**

TRACT 2 (8.14 ACRES):

A portion of the South half of the Southeast quarter of Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a 3/4 inch iron pipe marking the Southeast corner of Section 35 as shown in Book 56 of Surveys, Page 53, Clark County Auditor's Records;

THENCE North 01° 20' 42" East, along the East line of the Southeast quarter of Section 35 (Survey 56-53), for a distance of 640.00 feet to the Southeast corner of the "Michael tract" as described in Deed Book 46, Page 63, Clark County Auditor's Records;

THENCE North 88° 34' 22" West, along the South line of the "Michael tract" (Survey 56-53), for a distance of 990.53 feet to the West line of the "Gillas tract" as described in Deed Book "D", Page 270, Clark County Auditor's Records, and the **TRUE POINT OF BEGINNING**;

THENCE continuing North 88° 34' 22" West, along the South line of the "Michael tract", for a distance of 112.00 feet;

THENCE South 01° 23' 28" West, for a distance of 152.00 feet;

THENCE North 88° 34' 22" West, for a distance of 334.50 feet;

THENCE North 01° 23' 28" East, for a distance of 831.88 feet to the North line of the South half of the Southeast quarter of Section 35 as shown in Book 49 of Surveys, Page 125, Clark County Auditor's Records;

THENCE South 88° 36' 32" East, along the North line of the South half of the Southeast quarter of Section 35 (Survey 49-125), for a distance of 446.50 feet to the Northerly extension of the West line of said "Gillas tract";

Legal Description for Bradley Buhman

TRACT 2 (8.14 ACRES)

April 18, 2012

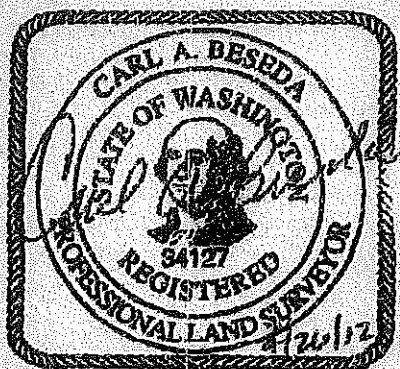
Page 2

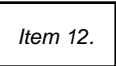
THENCE South $01^{\circ} 23' 28''$ West, along said Northerly extension and the West line of said "Gillas tract", for a distance of 680.16 feet to the TRUE POINT OF BEGINNING.



SUBJECT TO County road right-of-way.

Contains 8.14 acres.

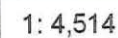
LD-2012\Buhman Tract 2.adb
#12-040





-  Taxlots
-  Cities Boundaries
-  Urban Growth Boundaries

Notes:



WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



Staff Report

April 5, 2021 Council Regular Meeting

Public Hearing for Ordinance 21-007 Amending the 2021 Budget

Presenter: Cathy Huber Nickerson, Finance Director

Phone	Email
360.817.1537	chuber@cityofcamas.us

BACKGROUND: This item is to open a public hearing to consider public comment on Ordinance 21-007 which will amend the 2021 Budget (Spring Omnibus) and will close April 19, 2021.

SUMMARY: The 2021 Spring Omnibus are items which require “carrying forward” some unspent items of the 2020 Budget into 2021. These items are almost always capital projects which are not complete by the end of the fiscal year end. This Omnibus Budget also includes supplemental budget appropriations for unanticipated items during budget development such as equipment or contracts. Below is a summary of both groups of decision packages:

Package	Title	Description	Fund Impacted	Overall Appropriation
CF-1	2020 ADA Upgrades	Due to COVID-19, the ADA projects scheduled for 2020 are to be carry forward to 2021.	REET	\$ 82,000
CF-2	2020 Street Preservation	Due to COVID-19, street preservation projects were delayed	General Fund/Street	\$ 146,000
CF-3	Brady Road Completion	Carry forward budget unspent and REET funding	Brady Road/REET	\$ 300,000
CF-4	Lake and Everett Completion	Carry forward budget unspent and TIB Funding	Lake and Everett	\$ -
CF-5	Downtown Trail	Carry forward budget to repair the stairs from Downtown to Mill Ditch Trail	REET	\$ 225,000
CF-6	Parker Estates Storm Facility Project	Carry forward budget for project management of the construction of the stormwater facility	Stormwater	\$ 100,000
CF-7	Flatbed Truck	Carry forward a purchase of a flatbed truck to pick up and deliver garbage cans	Solid Waste	\$ 60,000
CF-8	544 Reservoir Completion	Carry forward budget unspent	Water Projects	\$ 1,000,000
CF-9	Lacamas Creek Pump Station	Carry forward budget unspent	Sewer Projects	\$ 250,000
CF-10	Assetworks	Carry forward budget unspent	ERR	\$ 127,000
CF-11	Mezzanine for Shops	Carry forward budget unspent	ERR	\$ 15,000
CF-12	Transportation System Plan	Carry forward budget unspent	Streets	\$ 150,000
CF-13	General Sewer Plan	Carry forward budget unspent	Sewer	\$ 125,000
S-1	Field Computers for Police	3 field laptops purchase with the use of Drug Fund proceeds	General Fund	\$ 7,000
S-2	NE 15th Ave-Division to Everett	Street Repair and replacement project to include water pipes. Project to be funded with Street preservation funds and water utility funds	Street/Water	\$ 236,000
S-3	Lifepak Automatic External Defibrillators	To buy 5 additional AEDs to have one in every patrol car	General Fund	\$ 9,000
S-4	Fire CIP and Funding Options Study	The Fire CIP is needed for future planning of facilities as well as sizing fire impact fees. The Funding Options Study is to determine the best long term funding for the two cities	CWFD	\$ 100,000
S-5	Water Treatment Plan Controllers	Purchase additional controllers for the Water Treatment Plant	Water	\$ 300,000
S-6	Stormwater Monitoring Action Plan	This plan will cost \$163,500 with \$118,500 funded by Department of Ecology grant and the remaining \$45,000 from Stormwater rates	Stormwater	\$ 45,000
S-7	Haight Reservoir	This is a study to determine the amount of water in reservoir	Stormwater	\$ 25,000
			Total	\$ 3,302,000

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? This agenda item is to describe the packages requiring budget adjustments for Council's consideration.

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

How have communities been engaged? Are there opportunities to expand engagement? A public hearing will be opened at the Regular Council Meeting and be held open for three weeks through the December 7th Regular Council Meeting.

Who will benefit from, or be burdened by this agenda item? All City residents will benefit from most of these decision packages.

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

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

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

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

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

How does this item support a comprehensive plan goal, policy or other adopted resolution? These items are in line with the City's Strategic Plan.

BUDGET IMPACT: The impact to the 2021 Budget is \$3,302,000 which is funded with offsetting revenues or fund balance. The presentation and Attachment A provide more detail.

RECOMMENDATION: Staff recommends City Council open the public hearing to consider public comment on the 2021 Spring Omnibus Budget.

ORDINANCE NO. 21-007

AN ORDINANCE amending the City of Camas' 2021 Budget Ordinance No. 20-011.

WHEREAS, the City Council of the City of Camas approved Ordinance No. 20-011 and adopted a budget for the years 2021-2022; and

WHEREAS, the City Council of the City of Camas desires to effectively utilize and manage the City's financial resources; and,

WHEREAS, the City Council of the City of Camas finds that the proposed adjustments to the Budget for 2021 reflect revenues and expenditures that are intended to ensure the provision of vital municipal services at acceptable levels; and,

WHEREAS, funds received in excess of estimated revenues during the current fiscal year, when authorized by an ordinance amending the original budget, may be included in the expenditure limitation, pursuant to RCW 35A.34.200(1)(d); and

WHEREAS, the City desires to undertake activities, which were not foreseen at the time of adopting the 2021-2022 budget; and

WHEREAS, pursuant to RCW 35A.34.150, the financial activities in the following funds could not have been reasonably foreseen at the time of adopting the 2021-2022 budget, and

WHEREAS, by Ordinance No. 2708, the City of Camas established a Biennial Budget process pursuant to the provisions of RCW 35A.34, including therewith procedures for modification of the Biennial Budget; and

WHEREAS, the proposed budget modifications as set forth herein have been provided to the City Council and to the public; and

WHEREAS, a public hearing as required on the proposed budget modifications has been held as required.

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

Section I

Budget Amendment – Effect on Fund Revenues and Expenses. In summary form, modifications to the totals of estimated revenues and appropriations for each separate fund and the aggregate totals for all such funds combined are as shown on Attachment A for 2021.

ORDINANCE NO. 21-007

Section II

Adoption. The 2021 Amendments to the Budget of the City of Camas are hereby adopted.

Section III

Effective Date. This ordinance shall take force and be in effect five days from and after its publication according to law.

PASSED BY the Council and APPROVED by the Mayor this 19th day of April, 2021.

SIGNED: _____
Mayor

SIGNED: _____
Clerk

APPROVED as to form:

City Attorney

Attachment A

2021 Budget Amendment - Fund Summary

	Beg Fund Balance	Budget Revenues (1)	Budget Expenses (1)	Estimated End Fund Balance	Budget Amendment Revenues	Budget Amendment Expenses	Amended Fund Balance	Note: Budget Packages
Operating Funds								
General	\$ 9,917,694	\$ 26,479,338	\$ (28,698,907)	\$ 7,698,125		\$ (162,000)	\$ 7,536,125	CF-2,S-1,S-3,S-7
Streets	\$ 1,229,954	\$ 3,606,557	\$ (3,579,630)	\$ 1,256,881	\$ 146,000	\$ (302,000)	\$ 1,100,881	CF-2,CF-12,S-2
Tree Fund	\$ 15,422	\$ 225	\$ -	\$ 15,647			\$ 15,647	
Camas/Washougal Fire & EMS	\$ 2,967,442	\$ 11,193,800	\$ (12,041,102)	\$ 2,120,140		\$ (100,000)	\$ 2,020,140	S-4
Cemetery	\$ 114,450	\$ 265,010	\$ (245,929)	\$ 133,531			\$ 133,531	
Capital/Enterprise Funds								
Unlimited GO Debt Service	\$ 9,226	\$ -	\$ -	\$ 9,226			\$ 9,226	
Limited GO Debt Service	\$ -	\$ 2,449,298	\$ (2,449,298)	\$ -		\$ -	\$ -	
REET	\$ 10,162,097	\$ 5,755,365	\$ (6,182,321)	\$ 9,735,141		\$ (607,000)	\$ 9,128,141	CF-1,CF-3, CF-5
Park Impact Fee	\$ 5,144,594	\$ 2,095,963	\$ (1,253,331)	\$ 5,987,226			\$ 5,987,226	
Transportation Impact Fee	\$ 3,153,085	\$ 2,530,072	\$ (1,171,063)	\$ 4,512,094			\$ 4,512,094	
Fire Impact Fee	\$ 1,080,373	\$ 345,398	\$ -	\$ 1,425,771			\$ 1,425,771	
NW 38th Ave Phase 3	\$ 403,539	\$ 766,000	\$ (766,000)	\$ 403,539			\$ 403,539	
Brady Road Construction	\$ 684,478	\$ -	\$ -	\$ 684,478	\$ 300,000	\$ (300,000)	\$ 684,478	CF-3
Larkspur Construction	\$ -	\$ -	\$ -	\$ -			\$ -	
Legacy Lands	\$ 6,235,093	\$ 20,000	\$ (500,000)	\$ 5,755,093			\$ 5,755,093	
Lake and Everett	\$ 222,245	\$ 100,000	\$ (100,000)	\$ 222,245	\$ 575,000	\$ (575,000)	\$ 222,245	CF-4
Facilities Capital Fund	\$ -	\$ 889,874	\$ (889,874)	\$ -	\$ -	\$ -	\$ -	
Storm Water	\$ 2,772,413	\$ 1,929,186	\$ (2,937,562)	\$ 1,764,037	\$ 118,500	\$ (288,500)	\$ 1,594,037	CF-6,S-6,S-7
Solid Waste	\$ 3,027,046	\$ 3,152,552	\$ (2,958,396)	\$ 3,221,202		\$ (60,000)	\$ 3,161,202	CF-7
Water/Sewer	\$ 6,138,896	\$ 14,505,870	\$ (16,082,691)	\$ 4,562,075		\$ (655,000)	\$ 3,907,075	CF-13,S-2,S-5
W/S Capital Projects	\$ 52,393	\$ 1,040,000	\$ (1,040,000)	\$ 52,393			\$ 52,393	
North Shore Construction Project	\$ 493,499	\$ -	\$ (100,000)	\$ 393,499		\$ (250,000)	\$ 143,499	CF-9
Water Capital Projects	\$ 8,671,632	\$ 925,000	\$ (4,630,000)	\$ 4,966,632		\$ (1,000,000)	\$ 3,966,632	CF-8
WS Capital Reserve	\$ 16,240,620	\$ 8,016,936	\$ (1,365,000)	\$ 22,892,556			\$ 22,892,556	
WS Bond Reserve	\$ 1,715,230	\$ 33,541	\$ -	\$ 1,748,771			\$ 1,748,771	
Reserve Funds								
Lodging Tax	\$ 35,716	\$ 13,214	\$ (10,000)	\$ 38,930			\$ 38,930	
Firemen's Pension	\$ 1,292,940	\$ 36,562	\$ (85,126)	\$ 1,244,376			\$ 1,244,376	
Equipment Rental and Replacement	\$ 2,130,517	\$ 1,771,629	\$ (1,749,584)	\$ 2,152,562		\$ (142,000)	\$ 2,010,562	CF-10,CF-11
Retiree Medical	\$ 53,642	\$ 127,583	\$ (127,583)	\$ 53,642			\$ 53,642	
LEOFF 1 Disability Board	\$ 528,735	\$ 157,124	\$ (157,124)	\$ 528,735			\$ 528,735	
	\$ 84,492,975	\$ 88,206,097	\$ (89,120,521)	\$ 83,578,551	\$ 1,139,500	\$ (4,441,500)	\$ 80,276,551	
				\$ -		\$ (3,302,000)		

(1) Budgeted revenues and expenses reflect the 2020 Adopted Budget

				Carry Forward	\$ 1,021,000	\$ (3,601,000)
Ord Budget	\$ 170,586,145	\$ 170,689,983	Administrative			
2022 Budget	\$ 82,380,048	\$ 81,569,465		\$ -		
			Supplemental	\$ 118,500	\$ (840,500)	
	\$ -	\$ (3)		\$ 1,139,500	\$ (4,441,500)	
				\$ (3,302,000)		
				\$ -		
				\$ -		

Attachment A

Adjustment #	Description	Note	Fund	Current Budget	Proposed Budget	Rev Increase Exp Decrease	Rev Decrease Exp Increase	Impact to Budget
CF-1	Other Improvements ADA Ramps RT1	Carry Forward 2020 Budget	300	\$ 50,000	\$ 132,000	300-00-594-760-63		\$ (82,000)
CF-1	Adjust Fund Balance		300	\$ 9,735,141	\$ 9,653,141	300-00-308-000-00	\$ 82,000	\$ 82,000
CF-2	Transfer Out - Fund 112	Transfer to Streets	001	\$ 2,879,859	\$ 3,025,859	001-00-597-112-00		\$ (146,000)
CF-2	Adjust Fund Balance		001	\$ 7,698,125	\$ 7,552,125	001-00-308-000-00	\$ 146,000	\$ 146,000
CF-2	Transfer In - Fund 001	Transfer from General Fund	112	\$ 879,859	\$ 1,025,859	112-00-397-001-01	\$ 146,000	\$ 146,000
CF-2	Street Preservation	Carry Forward 2020 Budget	112	\$ 879,859	\$ 1,025,859	112-76-595-300-65		\$ (146,000)
CF-3	Transfer Out - Fund 315	Transfer to Brady Road	300	\$ -	\$ 300,000	300-00-597-315-00		\$ (300,000)
CF-3	Adjust Fund Balance		300	\$ 9,735,141	\$ 9,435,141	300-00-308-000-00	\$ 300,000	\$ 300,000
CF-3	Transfer In - Fund 300	Transfer from REET	315	\$ -	\$ 300,000	315-00-397-300-00	\$ 300,000	\$ 300,000
CF-3	Brady Road Construction	Carry Forward 2020 Budget	315	\$ -	\$ 300,000	315-00-595-300-65		\$ (300,000)
CF-4	T1B Funding	Carry Forward 2020 Budget	321	\$ 575,000	\$ -	321-00-334-030-80	\$ 575,000	\$ 575,000
CF-4	Lake and Everett Project Completion	Carry Forward 2020 Budget	321	\$ 100,000	\$ 675,000	321-00-595-300-65		\$ (575,000)
CF-5	Downtown Trail	Carry Forward 2020 Budget	300	\$ -	\$ 225,000	300-00-594-765-63		\$ (225,000)
CF-5	Adjust Fund Balance		300	\$ 9,128,141	\$ 8,903,141	300-00-308-000-00	\$ 225,000	\$ 225,000
CF-6	Parker Estates Storm Facility	Carry Forward 2020 Budget	419	\$ 200,000	\$ 300,000	419-00-594-541-63		\$ (100,000)
CF-6	Adjust Fund Balance		419	\$ 1,764,037	\$ 1,664,037	419-00-308-000-00	\$ 100,000	\$ 100,000
CF-7	Flatbed Truck	Carry Forward 2020 Budget	422	\$ -	\$ 60,000	422-00-594-370-64		\$ (60,000)
CF-7	Adjust Fund Balance		422	\$ 3,221,202	\$ 3,161,202	419-00-308-000-00	\$ 60,000	\$ 60,000
CF-8	544 Reservoir	Carry Forward 2020 Budget	428	\$ -	\$ 1,000,000	428-00-594-342-65		\$ (1,000,000)
CF-8	Adjust Fund Balance		428	\$ 4,966,632	\$ 3,966,632	428-00-308-000-00	\$ 1,000,000	\$ 1,000,000
CF-9	Lacamas Creek Pump Station	Carry Forward 2020 Budget	427	\$ 100,000	\$ 350,000	427-00-594-351-65		\$ (250,000)
CF-8	Adjust Fund Balance		427	\$ 393,499	\$ 143,499	427-00-308-000-00	\$ 250,000	\$ 250,000
CF-10	Assetworks (subscription based)	Carry Forward 2020 Budget	523	\$ 252,262	\$ 379,262	523-00-548-690-41		\$ (127,000)
CF-10	Adjust Fund Balance		523	\$ 2,152,562	\$ 2,025,562	523-00-308-000-00	\$ 127,000	\$ 127,000
CF-11	Repairs and Maintenance	Carry Forward 2020 Budget	523	\$ 41,594	\$ 56,594	523-00-548-689-48		\$ (15,000)
CF-11	Adjust Fund Balance		523	\$ 2,152,562	\$ 2,137,562	523-00-308-000-00	\$ 15,000	\$ 15,000
CF-12	Transportation System Plan	Carry Forward 2020 Budget	112	\$ 353,491	\$ 503,491	112-00-543-300-41		\$ (150,000)
CF-12	Adjust Fund Balance		112	\$ 1,256,881	\$ 1,106,881	112-00-308-000-00	\$ 150,000	\$ 150,000
CF-13	General Sewer Plan	Carry Forward 2020 Budget	424	\$ 1,527,192	\$ 1,652,192	424-00-538-100-41		\$ (125,000)
CF-13	Adjust Fund Balance		424	\$ 4,562,075	\$ 4,437,075	424-00-308-000-00	\$ 125,000	\$ 125,000
A-1								\$ -
S-1	Small tools and equipment	Field laptops for Police	001	\$ 59,780	\$ 66,780	001-08-521-220-35		\$ (7,000)
S-1	Adjust Fund Balance	Reduction to Drug Fund	001	\$ 7,698,125	\$ 7,697,125	001-00-308-000-00	\$ 7,000	\$ 7,000
S-2	15th Ave Repair & Replace	Supp-use of preservation	112	\$ -	\$ 300,000			\$ (300,000)
S-2	Street Preservation	To fund 15th R&R	112	\$ 879,859	\$ 579,859	112-76-595-300-65	\$ 300,000	\$ 300,000
S-2	Professional Services	Supp-survey costs	112	\$ 28,415	\$ 34,415	112-00-542-300-41		\$ (6,000)
S-2	Adjust Fund Balance		112	\$ 1,256,881	\$ 950,881	112-00-308-000-00	\$ 6,000	\$ 6,000
S-2	Water Lines Replaced	Supp Water R&R	424	\$ 300,000	\$ 530,000	424-40-594-344-65		\$ (230,000)
S-2	Adjust Fund Balance		424	\$ 4,562,075	\$ 4,332,075	424-00-308-000-00	\$ 230,000	\$ 230,000
S-3	Lifepak AEDs	Supp Police Small Tools	001	\$ 59,780	\$ 68,780	001-08-521-220-35		\$ (9,000)
S-3	Adjust Fund Balance		001	\$ 7,698,125	\$ 7,689,125	001-00-308-000-00	\$ 9,000	\$ 9,000
S-4	Fire CIP & Funding Options Study	Funded by Camas/Wash	115	\$ 678,596	\$ 778,596	115-00-522-710-41		\$ (100,000)
S-4	Adjust Fund Balance		115	\$ 2,120,140	\$ 2,020,140	115-00-308-000-00	\$ 100,000	\$ 100,000
S-5	Water Treatment Plant Controllers	Water Machinery	424	\$ 20,000	\$ 320,000	424-00-534-831-48		\$ (300,000)
S-5	Adjust Fund Balance		424	\$ 4,562,075	\$ 4,262,075	424-00-308-000-00	\$ 300,000	\$ 300,000
S-6	State Grant - DOE	Dept of Ecology Grant	419	\$ -	\$ 118,500	419-00-334-030-11	\$ 118,500	\$ 118,500
S-6	Professional Services	Stormwater Mon Act Plan	419	\$ 100,000	\$ 263,500	419-00-531-700-41		\$ (163,500)
S-6	Adjust Fund Balance		419	\$ 1,764,037	\$ 1,719,037	419-00-308-000-00	\$ 45,000	\$ 45,000
S-7	Professional Services	Haight Reservoir Study	419	\$ 100,000	\$ 125,000	419-00-531-700-41		\$ (25,000)
S-7	Adjust Fund Balance		419	\$ 1,764,037	\$ 1,739,037	419-00-308-000-00	\$ 25,000	\$ 25,000

Net Total \$ 4,741,500 \$ (4,741,500) \$ -
 \$ 1,439,500 \$ (4,741,500)
 \$ (3,302,000)
 \$ (3,302,000)
 \$ -

Carry Forward \$ 1,021,000 \$ (3,601,000)
 Net Balance \$ (2,580,000) \$ (2,580,000) \$ -
 Administrative \$ - \$ - \$ -
 Net Balance \$ - \$ - \$ -
 Supplemental \$ 418,500 \$ (1,140,500)
 Net Balance \$ (722,000) \$ (722,000) \$ -
 \$ (3,302,000)

Budget Summary
 Total \$ 1,439,500 \$ (4,741,500)
 \$ (3,302,000)
 \$ (3,302,000)
 \$ -

City of Camas
2021 Spring Omnibus Budget Packages

3/3/2021

Pkg # Carry Forward List

	Department	Description	Amount	Reason
CF 1	Streets/Capital	ADA Access Upgrades	\$ 82,000	COVID-19 delay
CF-2	Streets/Capital	Pavement Management Program	\$ 146,000	COVID-19 delay
CF-3	Streets/Capital	Brady Road	\$ 300,000	Project completion
CF-4	Streets/Capital	Lake and Everett Intersection		Project completion
CF-5	Parks	Downtown Trail	\$ 225,000	Carry Forward 2020
CF-6	Stormwater	Parker Estates Storm Facility Project-Project Mgmt	\$ 100,000	Carry Forward 2020
CF-7	Solid Waste	Flatbed Truck	\$ 60,000	Carry Forward 2020
CF-8	Water	544 Reservoir	\$ 1,000,000	Project completion
CF-9	Sewer	Lacamas Creek Pump Station	\$ 250,000	Carry Forward 2020
CF-10	Public Works	AssetWorks	\$ 127,000	Carry Forward 2020
CF-11	Facilities	Mezzanine for Shops	\$ 15,000	Carry Forward 2020
CF-12	Streets	Transportation System Plan	\$ 150,000	Carry Forward 2020
CF-13	Sewer	General Sewer Plan	\$ 125,000	Carry Forward 2020
Total			\$ 2,580,000	

Administrative List

Total		\$	-

Supplemental List

	Department	Description	Amount	Reason
S-1	Police	Field Laptops funded with Drug Fund proceeds	\$ 7,000	
S-2	Streets/Capital	NE 15th - Division to Everett	\$ 236,000	\$300k use of preservation
S-3	Police	Lifepak Automatic External Defibrillators	\$ 9,000	
S-4	CWFD	Fire CIP and Funding Model Consultants	\$ 100,000	Washougal will fund 40% of this cost
S-5	Water	Water Treatment Plant Controllers	\$ 300,000	
S-6	Stormwater	Stormwater Monitoring Action Plan	\$ 45,000	Grant funds \$118,500
S-7	Stormwater	Haight Reservoir Study	\$ 25,000	
Total			\$ 722,000	

Total Spring Omnibus Budget Packages \$ 3,302,000

City of Camas

2021 Spring Omnibus Budget - Description of Packages

Package	Title	Description	Fund Impacted	Overall Appropriation
CF-1	2020 ADA Upgrades	Due to COVID-19, the ADA projects scheduled for 2020 are to be carry forward to 2021.	REET	\$ 82,000
CF-2	2020 Street Preservation	Due to COVID-19, street preservation projects were delayed	General Fund/Street	\$ 146,000
CF-3	Brady Road Completion	Carry forward budget unspent and REET funding	Brady Road/REET	\$ 300,000
CF-4	Lake and Everett Completion	Carry forward budget unspent and TIB Funding	Lake and Everett	\$ -
CF-5	Downtown Trail	Carry forward budget to repair the stairs from Downtown to Mill Ditch Trail	REET	\$ 225,000
CF-6	Parker Estates Storm Facility Project	Carry forward budget for project management of the construction of the stormwater facility	Stormwater	\$ 100,000
CF-7	Flatbed Truck	Carry forward a purchase of a flatbed truck to pick up and deliver garbage cans	Solid Waste	\$ 60,000
CF-8	544 Reservoir Completion	Carry forward budget unspent	Water Projects	\$ 1,000,000
CF-9	Lacamas Creek Pump Station	Carry forward budget unspent	Sewer Projects	\$ 250,000
CF-10	Assetworks	Carry forward budget unspent	ERR	\$ 127,000
CF-11	Mezzanine for Shops	Carry forward budget unspent	ERR	\$ 15,000
CF-12	Transportation System Plan	Carry forward budget unspent	Streets	\$ 150,000
CF-13	General Sewer Plan	Carry forward budget unspent	Sewer	\$ 125,000
S-1	Field Computers for Police	3 field laptops purchase with the use of Drug Fund proceeds	General Fund	\$ 7,000
S-2	NE 15th Ave-Division to Everett	Street Repair and replacement project to include water pipes. Project to be funded with Street preservation funds and water utility funds	Street/Water	\$ 236,000
S-3	Lifepak Automatic External Defibrillators	To buy 5 additional AEDs to have one in every patrol car	General Fund	\$ 9,000
S-4	Fire CIP and Funding Options Study	The Fire CIP is needed for future planning of facilities as well as sizing fire impact fees. The Funding Options Study is to determine the best long term funding for the two cities	CWFD	\$ 100,000
S-5	Water Treatment Plan Controllers	Purchase additional controllers for the Water Treatment Plant	Water	\$ 300,000
S-6	Stormwater Monitoring Action Plan	This plan will cost \$163,500 with \$118,500 funded by Department of Ecology grant and the remaining \$45,000 from Stormwater rates	Stormwater	\$ 45,000
S-7	Haight Reservoir	This is a study to determine the amount of water in reservoir	Stormwater	\$ 25,000
Total			\$	3,302,000

2021 Spring Omnibus Budget - Fund Balance Impacts

		C/W Fire & EMS				Brady Road		Lake and		North Shore		Water Capital				Total	Dept.												
		General Fund		Street Fund		REET Projects		Construction		Everett		Sewer Project		Projects		Equipment Rental													
Beginning Balance		\$	9,917,694	\$	1,229,954	\$	2,967,442	\$	10,162,097	\$	684,478	\$	222,245	\$	2,772,413	\$	6,138,896	\$	493,499	\$	8,671,632	\$	2,130,517						
Revenues		\$	26,479,338	\$	3,606,557	\$	11,193,800	\$	5,755,365	\$	-	\$	100,000	\$	1,929,186	\$	3,152,552	\$	14,505,870	\$	-	\$	925,000	\$	1,771,629				
Expenditures		\$	(28,698,907)	\$	(3,579,630)	\$	(12,041,102)	\$	(6,182,321)	\$	-	\$	(100,000)	\$	(2,937,562)	\$	(2,958,396)	\$	(16,082,691)	\$	(100,000)	\$	(4,630,000)	\$	(1,749,584)				
Projected Ending Fund Balance		\$	7,698,125	27%	\$	1,256,881	\$	2,120,140	\$	9,735,141	\$	684,478	\$	222,245	\$	1,764,037	\$	3,221,202	\$	4,562,075	\$	393,499	\$	4,966,632	\$	2,152,562			
Carry Forward Packages																													
CF-1	2020 ADA Projects																									\$	(82,000)	Engineering	
CF-2	Transfer from GF to Street Fund	\$	(146,000)		\$	146,000																				\$	-	Street	
	Street Preservation				\$	(146,000)																				\$	(146,000)	Street	
CF-3	Transfer from REET to Brady																									\$	-	Engineering	
	Brady Road Improvements																									\$	(300,000)	Engineering	
CF-4	TIB Grant																									\$	575,000	Engineering	
	Lake and Everett Project																									\$	(575,000)	Engineering	
CF-5	Downtown Trail																									\$	(225,000)	Parks & Rec	
CF-6	Parker Estates Stormwater Facility Completion																									\$	(100,000)	Stormwater	
CF-7	Flatbed truck for Solid Waste																									\$	(60,000)	Solid Waste	
CF-8	544 Reservoir																									\$	(1,000,000)	Water	
CF-9	Lacamas Creek Pump Station																									\$	(250,000)	Sewer	
CF-10	Assetworks																									\$	(127,000)	ERR	
CF-11	Mezzanine in Shops																									\$	(15,000)	ERR	
CF-12	Transportation System Plan																									\$	(150,000)	Street	
CF-13	General Sewer Plan																									\$	(125,000)	Sewer	
Total Carry Forward		\$	(146,000)		\$	(150,000)	\$	-	\$	(607,000)		\$	-	\$	(100,000)	\$	(60,000)	\$	(125,000)	\$	(250,000)	\$	(1,000,000)	\$	(142,000)	\$	(2,580,000)		
Subtotal Fund Balance		\$	7,552,125	26%	\$	1,106,881	\$	2,120,140	\$	9,128,141	\$	684,478	\$	222,245	\$	1,664,037	\$	3,161,202	\$	4,437,075	\$	143,499	\$	3,966,632	\$	2,010,562	\$	(2,580,000)	
																										\$	-		
Administrative Packages																													
Total Administrative		\$	-		\$	-	\$	-	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Subtotal Fund Balance		\$	7,552,125	26%	\$	1,106,881	\$	2,120,140	\$	9,128,141	\$	684,478		\$	1,664,037	\$	3,161,202	\$	4,437,075	\$	143,499								
Supplemental Packages																													
S-1	Field laptops funded with Drug Fund Proceeds	\$	(7,000)																								\$	(7,000)	Police
S-2	Ne 15th Ave-Division to Everett																									\$	(536,000)	Engineering	
	Preservation																									\$	300,000	Engineering	
S-3	Lifepack AEDs for Police Patrol Cars	\$	(9,000)																								\$	(9,000)	Police
S-4	CWFD Fire CIP and Funding Options Study																									\$	(100,000)	CWFD	
S-5	Water Treatment Plant Controllers																									\$	(300,000)	Water	
S-6	Dept of Ecology Grant																									\$	118,500	Stormwater	
	Increase in generator budget																									\$	(163,500)	Stormwater	
S-7	Haight Reservoir Study	\$	-																							\$	(25,000)	Parks Maint	
Total Supplemental		\$	(16,000)		\$	(6,000)	\$	(100,000)	\$	-	\$	-	\$	-	\$	(70,000)	\$	-	\$	(530,000)	\$	-	\$	-	\$	-	\$	(722,000)	
Net Budget Adjustment		\$	(162,000)		\$	(156,000)	\$	(100,000)	\$	(607,000)	\$	-	\$	-	\$	(170,000)	\$	(60,000)	\$	(655,000)	\$	(250,000)	\$	(1,000,000)	\$	(142,000)	\$	(3,302,000)	
Total Adjusted Fund Balance		\$	7,536,125	26%	\$	1,100,881	\$	2,020,140	\$	9,128,141	\$	684,478	\$	-	\$	1,594,037	\$	3,161,202	\$	3,907,075	\$	143,499	\$	-	\$	-	\$	(3,302,000)	

PROCLAMATION OF CIVIL EMERGENCY

CITY OF CAMAS, WASHINGTON

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

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

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

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

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

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

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

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

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

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

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

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

1. I declare there is a civil emergency caused by COVID-19 in the City of Camas.
2. The civil emergency requires the implementation of those powers delineated in Chapter 2. 48 and 8.56 of the Camas Municipal Code and Chapter 38.52 RCW.
3. To the extent of such powers as granted by law, the City may enter into contracts and incur obligations, and take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties and to provide emergency assistance to persons affected by this emergency.
4. These powers will be exercised in light of the exigencies of the situation without regard to the formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, and the appropriation and expenditure of funds.
5. I delegate to the Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.
6. Department heads are further authorized to reassign staff from their ordinary duties to work deemed necessary to address the emergency outside their normal job duties and to require work beyond normal working hours in the performance of duties deemed necessary to respond to the emergency.
7. Pursuant to Camas Municipal Code sections 2.48.020 and 8.56.080 a copy of this Proclamation shall be filed with the City Clerk, a copy delivered to the Director of Emergency Management, State Emergency Management, and the Governor and the news media within the City shall be advised, with copies of this Proclamation posted at public places as may heretofore be designated.
8. This Proclamation will take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code Section 2.48.040.

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

City of Camas



Mayor Barry McDonnell

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

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

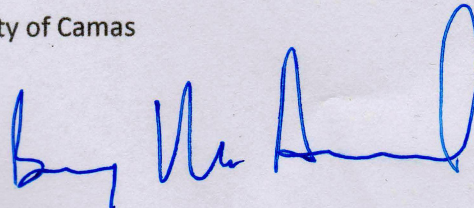
For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

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

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

DATED AND SIGNED THIS 15TH DAY OF APRIL, 2020

City of Camas



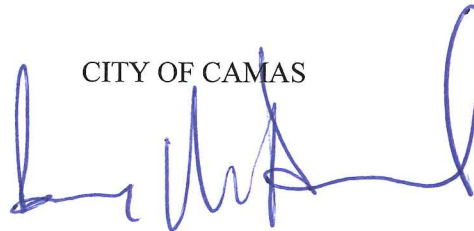
Mayor Barry McDonnell

FIRST AMENDMENT TO PROCLAMATION OF CIVIL EMERGENCY

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

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

CITY OF CAMAS



Mayor Barry McDonnell