



**City Council Regular Meeting Agenda**  
**Monday, August 01, 2022, 7:00 PM**  
**Council Chambers, 616 NE 4th Avenue**

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

**To Participate Remotely:**

**OPTION 1 – Video & Audio** (able to public comment)

Use Zoom app and Meeting ID – 849 0888 6260; or click <https://zoom.us/j/84908886260>

**OPTION 2 – Audio-only** (able to public comment)

By phone: 877-853-5257, Meeting ID – 849 0888 6260

**OPTION 3 – Observe video & audio** (no public comment)

Go to [www.cityofcamas.us/meetings](http://www.cityofcamas.us/meetings) and click "Watch Livestream" (left on page)

**For Public Comment:**

1. On Zoom app – click Raise Hand icon
2. On phone – hit \*9 to "raise hand"
3. Or, email [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) (400 word limit); routes to Council

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PUBLIC COMMENTS**

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

**PRESENTATIONS**

1. [Downtown Camas Association \(DCA\) Presentation](#)  
[Presenter: Carrie Schulstad, DCA Executive Director and Sarah Laughlin DCA Board President](#)  
[Time Estimate: 20 minutes](#)
2. [Camas-Washougal Fire Department \(CWFD\) Staffing](#)  
[Presenter: Jeff Swanson, Interim City Administrator and Cliff Free, Interim Fire Chief](#)  
[Time Estimate: 30 minutes](#)

## **CONSENT AGENDA**

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

3. [July 18, 2022 Camas City Council Workshop and Regular Meeting Minutes](#)
4. Automated Clearing House and Claim Checks Approved by Finance Committee
5. [\\$318,877.96 PBS Engineering and Environmental, Inc. NE Everett Street Corridor Analysis Professional Services Agreement \(Submitted by James Carothers\)](#)
6. [Upper Lacamas Lake Dam Gate Replacement Professional Services Agreement \(Submitted by Will Noonan, Operations Manager\)](#)

## **NON-AGENDA ITEMS**

7. Staff
8. Council

## **MAYOR**

9. Mayor Announcements

## **MEETING ITEMS**

10. [Police Officer Hiring Bonus Policy](#)  
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)  
[Time Estimate: 5 minutes](#)
11. [Ordinance No. 22-012 Amending Camas Municipal Code \(CMC\) Section 9.36.010](#)  
[Presenter: Shawn MacPherson, City Attorney](#)  
[Time Estimate: 5 minutes](#)

## **PUBLIC COMMENTS**

## **CLOSE OF MEETING**



# **Downtown Camas Association Report to Council**

*August 1, 2022*

# Camas is a Main Street Community!

- ▶ The DCA, a nonprofit focused on the needs of our historic downtown, began as Camas' Main Street Program in 2009, has been an accredited state Main Street Program since 2015 and Nationally Accredited since 2017.
- ▶ The Main Street Approach is a relationship based economic development strategy that transforms historic downtowns and sustains vibrancy even during times of crisis.

- ▶ **How We Accomplish This**

- ▶ Economic Vitality
- ▶ Promotion
- ▶ Design
- ▶ Organization/Outreach

# The Economic Resiliency of Main Street

- Washington State Main Street Resiliency Study released in June
- Key findings
  - Consumer Spending
  - Restaurant Spending
  - Local Spending During the Pandemic

**“The type of economic development that Main Street organizations practice every day – a people-centered, nimble, and responsive approach – is critical to our communities in good times and in bad.** Resiliency isn’t just about the response in the wake of a crisis, but about the strong baseline of community connections that Main Street works to build every day.”



↑18%  
than pre-pandemic

↑4%  
than in comparable  
communities

↑13%  
than statewide



Restaurants statewide had not fully recovered by the fall of 2021, **but spending at restaurants on Main Street has soared.**

↓40%

customer spending in Spring 2020

19%

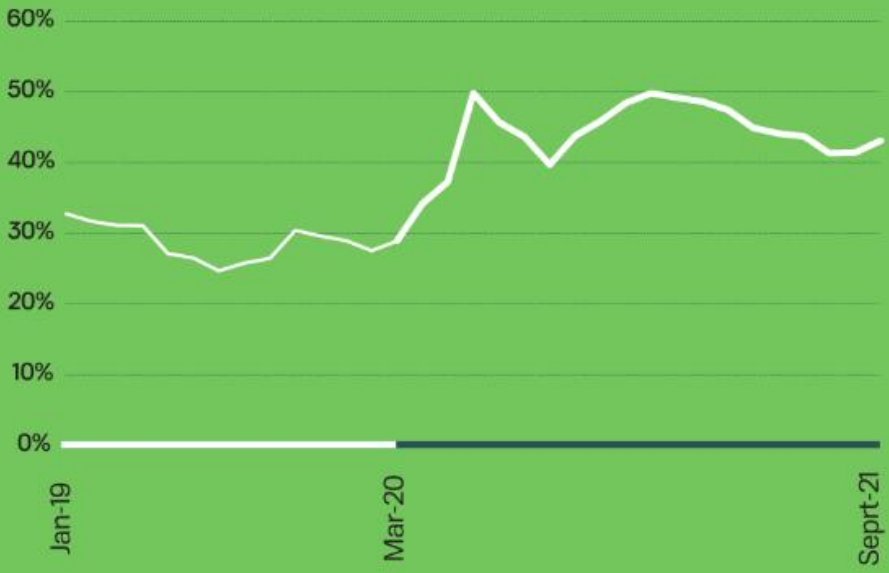
above pre-pandemic levels in Oct 2021

7%

above comparable communities



Main Street districts' local customer base rose to the occasion to sustain small businesses. **Community climate is still strong.**



↑23%

During the onset of the pandemic, local customers spent 23% more than average in Main Street Communities.

↑17%

As of September 2021, local customer spending remained 17% above pre-pandemic levels.





# DCA Impacts in 2022



- American Empress Arrives!
- DCA/City Meetings
- Parking Guides
- GP Cleanup Community Advisory Group
- Thank You for supporting a Subarea Plan



# Resources, Partnerships and Advocacy

- Local & Regional Tourism
  - Ads
  - Events
- Certified Folder Display Distribution
- Weekly Newsletter
- Social Media
- Walking Maps



## *Downtown Camas*

Historic Charm Awaits You!

- Friendly boutique shopping and galleries
- Bistros, restaurants, breweries and lounges
- Local wines, craft beer, vintage cocktails
- Pampering spas and salons
- Historic theatre and luxury boutique hotel
- Relaxing small town pace in a beautiful tree-lined historic downtown.

*Come Visit and Enjoy!*

Find this gem off of Hwy 14, just 15 minutes from the Portland airport on the Washington side of the majestic Columbia River.



Paid for in part by the City of Camas

[www.downtowncamas.com](http://www.downtowncamas.com)



# Promotion, Branding and Marketing

- **First Fridays**
- **Little Art Camas**
- **Camas Plant & Garden Fair**
- **Camas Car Show**
- **Picnic in Color**
- **Still to Come:**
  - **Vintage & Art Faire**
  - **Girls' Night Out**
  - **Boo Bash**
  - **Holiday Events**



# 2022 Events—Good to Be Back!



- **Ridgeline Lighting Program**
- **Bench Program**
- **Spring Clean Up & Planting Day**
- **Thank You for Marae!**
- **Student Mural**
- **Way Finding Signs**
- **Thank You for the Sidewalk Upgrades & Market Electricity!!**
- **Coming Up:**
  - **Historic Interpretive Panels**
  - **Facade Lighting Planning**



# Streetscape & Public Realm Improvements



# Points of Discussion:

## Subarea Plan

- Visioning
- Safety
  - Pedestrian Crossings
  - Trees
- Public Art & Public Right of Way Policies
- ARPA infrastructure funding for downtown
- Additional housing; development in downtown



# 6 New Standards for National Main Street Accreditation

Re-accreditation process starts this year with September 28<sup>th</sup> visit

- Focus is on how the community is working together to meet the standards. These include:
  - Community Commitment to Revitalization
  - Inclusive Leadership & Organizational Capacity
  - Diversified Funding & Sustainable Program Operations
  - Strategy-Driven Programming
  - Preservation-Based Economic Development
  - Demonstrated Impact & Results



**Thank you!**

**We value our partnership with the City.**





**2022 Downtown Camas Association Report to Council**

<u>Main Street Key Initiatives</u>	<b>2022 Results in Camas (as of August 1<sup>st</sup>)</b>	<b>Impact since 2011 (as of August 1<sup>st</sup>)</b>
<p><b><u>Business Attraction and Retention:</u></b> Keep our downtown filled with successful businesses to serve the community—work with local realtors, help keep businesses connected and informed</p> <p><i>Main Street towns have a 4.6% higher growth rate in WA than in non-main street towns</i></p> <p>The average business in a Main Street Community in Washington produces revenue of approximately \$1.4 million annually.</p>	<ul style="list-style-type: none"> <li>• <b>1 new business and four expansions so far!</b> <u>New:</u> Camas Brewing Co <u>Expansions/Relocations:</u> Giatti’s Speakeasy at Salud, Natalia’s Malt Shop, Naturally Healthy Pet, Camas Bike &amp; Sport</li> <li>• <b>Hudson East Mixed Use Apartments</b> coming in 2023 to 6<sup>th</sup> and Cedar with approx. 50 apartments and 30 added parking spaces</li> <li>• <b>Soon to open: William &amp; Son Jewelers, Next Dough Neighbor</b> gourmet donuts, <b>Bookish bookstore</b> for children and young adults</li> <li>• <b>Further expansions: Periwinkle’s Toy Shoppe, Attic Gallery –adding café!</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Our Vacancy rate less than 1%</b></li> <li>• <b>We have a &gt;80% small business retention rate</b> (usual is 50% gone after 5 years and only 33% survive 10 years.) We have many legacy businesses that have been here 30-75 years and many more that have celebrated their 10 and 15 year anniversaries.</li> <li>• <b>NET additions to our downtown since 2011:</b> <ul style="list-style-type: none"> <li>○ 36 businesses</li> <li>○ 226 jobs</li> </ul> </li> </ul>
<p><b><u>Festivals and Events:</u></b> Increased visitors, new customers, businesses do well, substantial visitor spending, increased sales tax to City, town energy, points of pride and identity</p> <p>According to the latest WA Main Street Impact study, <b>attendees spend an average of \$35 at these events at shops and restaurants.</b></p>	<p><b>Community Events are Back!</b></p> <p>Total of <b>7,000 people</b> have attended First Fridays this year so far (Fun fact: We have had 217 First Fridays since they were started in 2005 😊)</p> <p>The 23<sup>rd</sup> Annual <b>Camas Plant &amp; Garden Fair</b> brought <b>7,000 people</b> to town, even in the rain!</p> <p>The 15<sup>th</sup> Annual <b>Camas Car Show</b> was a regional draw of <b>6,000 people</b> plus \$1,000 and two hundred pounds of food was donated to Treasure House.</p>	<ul style="list-style-type: none"> <li>• Using the Main Street statistic, so far in 2022 <b>we have generated \$224,000 in our shops and restaurants</b> during community events.</li> <li>• <b>Event value in visitor spend dollars 2011-2022 (as of Aug): \$7,612,750</b></li> </ul>
<p><b><u>Promotions, Branding and Marketing:</u></b> Promote individual businesses, attract people to town and create strong sense</p>	<ul style="list-style-type: none"> <li>• Continue to send out a <b>weekly newsletter</b> sharing all that is going on in downtown. Goes</li> </ul>	<ul style="list-style-type: none"> <li>• <b>DCA direct investment in marketing and promotion from</b></li> </ul>

<p>of place and community pride through strategic branding</p>	<p>to <b>3500 subscribers with 40% open rate</b></p> <ul style="list-style-type: none"> <li>• The <b>DCA FB page has over 10,000 FB followers</b> and has reached 83,200 people so far this year, an increase of 16.9% over same time span last year</li> <li>• Updated <b>walking map and event calendar</b>; Certified Folder display is now distributing our downtown walking maps regionally, at the airport and all throughout the gorge.</li> <li>• We continue our <b>regional advertising</b> of downtown through <a href="#">state visitor’s guide</a>, <a href="#">Visit Vancouver USA guide</a> and <a href="#">Columbia Gorge guide</a> reaching hundreds of thousands of visitors each year.</li> </ul>	<p><b>2011-2022 (as of May 2022) (not including event costs): <u>\$135,767</u></b></p> <ul style="list-style-type: none"> <li>• Our weekly newsletter and social media reach keep the community connected with the heart of their city and keep our town and businesses top of mind.</li> </ul>
<p><b>Building Preservation, Restoration and Façade Improvements:</b> Sustainable business health and appeal</p>	<ul style="list-style-type: none"> <li>• <b>Private Capital Investment in 2022 (as of Aug): \$251,650</b></li> <li>• DCA completed ridgeline lighting upgrades on 21 downtown buildings <b>investing over \$25,000</b> and 136 Light Brigade volunteer hours (value of \$4,750)</li> </ul>	<ul style="list-style-type: none"> <li>• Businesses invest here because we have a strong, connected and vibrant town. Private Investment in downtown 2011-2022 (as of Aug): <b><u>\$14,229,891</u></b></li> <li>• Façade and lighting improvement grants are a future goal as funding allows.</li> </ul>
<p><b>Streetscape and Public Realm Improvements:</b> Positive public realm experience to attract new customers and keep people coming back</p>	<ul style="list-style-type: none"> <li>• <b>Spring Clean-up Day</b> spruced up our town with <b>420 volunteer hours and 150 volunteers</b></li> <li>• <b>Flower Baskets, planter and landscape bed flowers</b> (value of \$6917)</li> <li>• <b>Bench program</b> has launched! with 10 benches on order (value of \$25,925).</li> </ul>	<ul style="list-style-type: none"> <li>• <b>DCA direct investment in streetscape improvements from 2011-2022 (as of Aug)</b> (Millie, bronze birds, collage, flower baskets, way finding signs, bench, planters and landscaping, Street emblems, roofline lighting, pennants, Historic Mill Photo Collage): <b><u>\$116,022 + \$57842 in 2022 = \$173,864</u></b></li> </ul>

<p><b>Partnerships and Advocacy:</b> We are the essential liaison for our small businesses. As a primary consultant to the City, we are the “boots on the street” knowing what our town needs.</p> <p>Connecting community partners to achieve aligned goals</p>	<p><b>GP Cleanup Community <u>Advisory Group (CAG):</u></b> keeping the community informed and gathering community feedback. 5 CAG meetings so far this year and outreach booths at Plant Fair and Camas Days. We’re halfway through the two year Ecology grant cycle. <a href="#">Visit Camas Mill Cleanup Info page here.</a></p> <p><b><u>Parking Guides:</u></b> developed guides to clearly show parking zones so visitors can be more informed and have a better experience. Distributed on the downtown wayfinding poles, in businesses, etc.</p> <p><b><u>American Empress:</u></b> Have worked with the port and the cruise line to get information out to merchants. All bus passengers are offered our walking map and a merchant coupon sheet and we set out their no parking a-frames for them each week.</p> <p><b><u>Ongoing Downtown Discussions with the City (thank you for the monthly DCA/City meetings!):</u></b></p> <ul style="list-style-type: none"> <li>• Thank you for the aggregate replacements!</li> <li>• Tree maintenance</li> <li>• Pedestrian safety</li> <li>• ARPA funds for downtown</li> <li>• Downtown utilities</li> <li>• Downtown maintenance, landscaping and preservation</li> <li>• Subarea Plan/Visioning</li> </ul> <p><b><u>Trails to Tables Hike &amp; Dine Challenge:</u></b> Continued collab. with Parks &amp; Rec; encouraged people to discover Camas hiking trails and also support our downtown restaurants.</p>	<ul style="list-style-type: none"> <li>• Over the last 12 years we have developed a comprehensive understanding of what this district needs to be successful and then we provide it, directly and through advocacy.</li> </ul>
<p><b>Community Engagement (Volunteers):</b> Enhances social connections and sense of ownership of the town. Brings people together.</p>	<ul style="list-style-type: none"> <li>• <b>180 unique volunteers</b> participated this year so far, contributing <b>1806 hours.</b></li> <li>• <b>Volunteer Value in 2022 (as of Aug): \$62,975</b></li> </ul>	<ul style="list-style-type: none"> <li>• We typically have 150-175 volunteers we work with annually.</li> <li>• <b>Value of our volunteers 2011-2022 (as of Aug) \$965,708</b></li> </ul>



# THE MAIN STREET AMERICA EVALUATION FRAMEWORK

COMMUNITY SELF-ASSESSMENT TOOL - *Version 1.0 - January 2022*

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## COMMUNITY SELF-ASSESSMENT TOOL

For over 40 years, Main Street programs across the country have used the Main Street Approach™ to support revitalization and catalyze positive transformation of their downtowns and neighborhood commercial corridors. Through grassroots leadership, partnership building, community engagement, and a commitment to holistic preservation-based economic development, thousands of Accredited and Affiliate Main Street programs have created lasting impact for their local economies and communities as a whole.

### AN EMPOWERING MODEL FOR REVITALIZATION

The new Main Street America Evaluation Framework, developed by Main Street America (MSA) in close partnership with Main Street Coordinating Programs, outlines what it means to be a highly successful Main Street program and sets a path for growth and development for newer programs. Depending on achievement, score, and maturity, programs will either be designated as Affiliate or Accredited.

Annual program assessments are an important opportunity for local Main Street leaders, volunteers, partners, and Coordinating Programs to come together to reflect on the progress of a program's efforts and identify opportunities to build and grow.

The following Self-Assessment has been developed as a tool to help Main Street leaders recognize how their program's efforts already align with the new standards and identify areas for deeper focus and prioritization. The tool will also serve as a basis for local leaders to work with their Coordinating Program on identifying areas for capacity building, program development, and training needs. This process will also inform Main Street America on our network's strengths, greatest needs and opportunities.

We encourage you to look at this tool as a working model – one that will adapt and grow as we test it in the field before full implementation at the end of 2023. We invite you to be in close communication with Main Street America staff and your Coordinating Program to explore how these new standards and measures are working for your organization, what might be missing or unclear, and how Main Street America can support your efforts. Once you've spent time with the new standards and the self-assessment tool, **we invite you to submit feedback [here](#).**

#### WHO SHOULD USE THIS TOOL

- Currently and previously Accredited programs
- Affiliate-level programs wanting to become Accredited in the future
- New communities could also consider the content of the self-assessment as a guide to establish a strong foundation for their revitalization programs with the vision of becoming Accredited or Affiliate in the future.

#### WHEN TO USE THIS TOOL

- Get started now! There's a lot of content to dig in to, but you also have plenty of time to familiarize yourself with these new Standards and Indicators before we move to full integration by the end of 2023.
- Understanding that communities are working hard at implementing their program's efforts, consider dedicating time at each of your board and committees' meetings to become more familiar with the new standards (we'll be providing discussion guides to help frame these conversations).

## HOW GRADING WORKS

Within each Standard in the new Self-Assessment Tool, you will be able to score yourself on the indicators listed based on a scale of 1-5. Each number represents the following:

1	2	3	4	5
Not being addressed.	Minimal work but needs more effort.	Evidence of satisfactory progress.	Has achieved success within this indicator	Outstanding achievement. One that other programs could replicate.

For each indicator, we encourage communities to explore areas of strength and opportunities for growth by discussing (1) What actions and next steps can you take to strengthen your efforts? (2) How can you build upon your work or take it to the next level?

Ultimately, when these new standards are implemented, your Coordinator will review your self-assessment and provide their own score and feedback. **Communities will need to average at least three (3) points per standard to achieve accreditation.** Please use [this Alignment Worksheet](#) to evaluate your program's progress.

## BASELINE REQUIREMENTS

As detailed within the tool, some indicators are required as important baseline (starting point) for a program to qualify for Accreditation. In later iterations of the standards, we expect there will be additional minimum requirements. The current requirements are:

- A Board of Directors formed by a representative base of the district stakeholders and community members, dedicated to leading the district's Main Street program.
- Communities over 5,000 in population must employ a FTE program director. Communities under 5,000 in population must employ a 20-hour minimum per week program director.
- Identified Transformation Strategy to direct the work of the program, based on community input and market understanding.
- Detailed work plans aligned with the selected Transformation Strategy that outline programming across the Main Street Four Points. Work plans include: the project, expected (measurable) outcomes, specific tasks needed to accomplish the project, assignments of those tasks showing volunteer and staff responsibilities, timelines, and budgets.
- A dedicated budget for the district's revitalization programming and the Main Street program's operations.
- Demonstrated support from municipality for the Main Street program. This can include leadership participation, funding, in-kind, and philosophical support.
- Reinvestment statistics reported as required by Coordinating program (monthly, quarterly, or annually.)
- Be a member in good standing with Main Street America and use the Main Street America logo on its web-page and/or social media as well as the coordinating program logo.

**Programs that do not meet these baseline requirements are not eligible for Accreditation, though they may qualify for designation at the Affiliate status.**

Please submit feedback [here](#).

## BROAD-BASED COMMUNITY COMMITMENT TO REVITALIZATION

Standard One reflects that successful and sustainable revitalization efforts are not just the work of a single organization but should be the result of a community-wide effort that brings the public and private sectors together with a strong sense of ownership in their downtown or commercial district. This Standard reviews the Main Street organizations' essential role in fostering a culture of inclusion, engagement, collaboration, and commitment from all sectors of the community. Launching a program, growing it incrementally from one year to the next, and sustaining success for the long run are only possible through a diversity of strong partnerships and collaborations, continued outreach, and communication.

### FOCUS AREAS

Communities engaged in the Main Street Approach understand how essential these key areas of focus are for an organization's success: **I) Partnerships and Collaborations, II) District and Community Outreach, and III) Communication and Public Relations.**

### KEY INDICATORS

The following indicators provide important guidance on how Main Street programs, the public sector, district stakeholders, and the community at large can work together to develop strong partnerships and collaborations. Each indicator serves as an example of how your Main Street program is effectively meeting the Standard of building and fostering a broad community commitment to revitalization.

#### I. PARTNERSHIPS AND COLLABORATIONS

**INDICATOR I:** Main Street has developed partnerships and collaborations with local governments that demonstrate shared responsibilities for the district's revitalization and its program. Examples of how these partnerships are demonstrated include:

- a. Participation in strategy development and planning.
- b. Collaborations in the implementation of programming or work plans.
- c. Monetary and non-monetary resources for the Main Street program.
- d. Engagement of elected officials and/or staff in the Main Street program Board and committees.
- e. Promoting the district revitalization and their partnership with Main Street.

Score 1 - 5: \_\_\_\_\_

**INDICATOR II:** Main Street has developed partnerships and collaborations with both nonprofit organizations and private sector entities that demonstrate shared responsibilities for the district's revitalization and its program. Examples of how these partnerships are demonstrated include:

- a. Participation in strategy development and planning.
- b. Collaborations in the implementation of programming or work plans.

- c. Monetary and non-monetary resources for the Main Street program.
- d. Engagement with the Main Street program Board and committees.
- e. Promoting district revitalization and their partnership with Main Street.

Score 1 - 5: \_\_\_\_\_

## II. DISTRICT AND COMMUNITY OUTREACH

**INDICATOR I:** Main Street has expanded its reach to connect and engage with all sectors of the community (businesses, property owners, workforce, other organizations, residents). Examples of how outreach efforts are demonstrated include:

- a. A variety of communication tools (online and printed materials) used to reach a broad group of district stakeholders.
- b. Workplans that outline how activities planned intend to reach the diverse make-up of the community.

Score 1 - 5: \_\_\_\_\_

## III. COMMUNICATION AND PUBLIC RELATIONS

**INDICATOR I:** Main Street has maintained communication and implemented public relations that inform and educate the community and district stakeholders about the district and the Main Street program. Examples of how these efforts are demonstrated include:

- a. The program's external marketing (online, printed, social media, etc.) clearly promotes the role and impact of the Main Street program.
- b. Main Street's leadership and staff are actively engaged in public relations activities that educate, build awareness, and promote the Main Street program.
- c. Main Street highlights positive stories about the district through a variety of media tools.

Score 1 - 5: \_\_\_\_\_

**INDICATOR II:** Main Street has maintained communication and implemented public relations that inform and educate the public sector or local government about the district and the Main Street program. Examples of how these efforts are demonstrated include:

- a. Main Street meets with local government officials or attends council meetings to share progress and impact (at least every quarter).
- b. Main Street invites participation of local government officials and staff to meetings and encourages visits to the district and programming activities.
- c. Main Street promotes the impact of local government investments and participation.

Score 1 - 5: \_\_\_\_\_



**INDICATOR III:** Main Street has promoted the district’s positive image, brand identity, and assets. Examples of how these efforts are demonstrated include:

- a. A distinctive brand has been created and implemented for the district.
- b. A distinctive brand has been created and implemented for the organization.
- c. Social media platforms are used to promote the value of the district and the Main Street program.
- d. An annual report is produced noting successes across the Four Points.

Score 1 - 5: \_\_\_\_\_

## INCLUSIVE LEADERSHIP AND ORGANIZATIONAL CAPACITY

**Strong, thriving communities don't just happen. They need effective leaders at all levels, from a broad base of committed volunteers to dedicated professional staff offering their time, talents, and passion for this work.** Standard Two reflects the value we place on PEOPLE as Main Street's greatest resource and our belief that everyone in the community has a place in Main Street. This Standard encourages Main Street programs to place a strong priority on human capital and develop a clear operational structure and practices that increase the organization's capacity to engage all sectors of the community and leverage their participation in their revitalization efforts.

### FOCUS AREAS

Communities engaged in the Main Street Approach understand how essential these key areas of focus are for an organization's success: **I) Inclusive Organizational Culture and Diverse Volunteer Engagement, II) Active Board Leadership and Supporting Volunteer Base, III) Professional Staff Management, and IV) Effective Operational Structure**

### KEY INDICATORS

The following indicators provide important guidelines on how Main Street programs can become proactive and effective agents for inclusive community engagement and leadership development, ensuring that the investment of time and talents is a rewarding experience. Each indicator serves as an example of how a Main Street program is effectively meeting the Standard of building and fostering broad community commitment to revitalization.

#### I. INCLUSIVE ORGANIZATIONAL CULTURE AND DIVERSE VOLUNTEER ENGAGEMENT

**INDICATOR I:** The Main Street organization has demonstrated its commitment to diverse, inclusive, and equitable district and community engagement. Examples of how these efforts are demonstrated include:

- a. The organization's stated mission and core values show a commitment to engaging all sectors of the community it serves.
- b. Internal and external messaging promotes that Main Street has a place for everyone in the community and that diverse engagement is welcomed and valued. Communication tools address language barriers as appropriate.
- c. Work plans and programming activities address accessibility and inclusive design for all community members.
- d. The organization's policies address equitable access for all district and community stakeholders in the organization's leadership structure (Board and committees) as well as in specific projects and activities.

Score 1 - 5: \_\_\_\_\_

**INDICATOR II:** The Main Street organization has implemented an inclusive volunteer program that demonstrates the capacity to implement approved annual work plans and programming for the district. Examples of how these efforts are demonstrated include:

- a. Clearly outlined volunteer needs for approved work plans or programming activities are in place and promoted broadly.
- b. A proactive effort to recruit diverse volunteers representing the entire community in a culturally competent way.
- c. Active volunteer coordination throughout the year that ensures attention to thoughtful placement, rotation, and retention of new and existing volunteers within the organization.
- d. Initiatives, activities, or events are taking place throughout the year to recognize and/or demonstrate appreciation for Main Street volunteers.
- e. Volunteers at all levels have access to and receive appropriate orientation, trainings, and leadership development throughout the year.

Score 1 - 5: \_\_\_\_\_

**INDICATOR III:** The Main Street Board of Directors is formed with a diverse and balanced representation of district and community stakeholders. The following participation is recommended:

- a. District business owners
- b. District property owners
- c. District and community residents
- d. Community businesses/corporations
- e. Institutions (schools, universities, foundations, nonprofits, government)

Score 1 - 5: \_\_\_\_\_

**INDICATOR IV:** The Main Street organization has developed a leadership base (Board, staff, committee members, and volunteers) that reflects the district and the community it serves. The leadership base should be open, inclusive, and representative of the entire community, taking into account a broad range of dimensions of diversity, including race, ethnicity, gender, education, physical and mental ability, veteran status, and income level. The program should take proactive measures to ensure under-represented groups are included as part of Main Street's leadership base.

- a. Looking at the community's most recent population data, Main Street leadership base reflects a balanced level of participation of all age groups.
- b. Looking at the community's most recent population data, the Main Street leadership base reflects the racial and ethnic diversity of the community,
- c. Looking at the community's most recent population data, the Main Street leadership base reflects gender balance.



- d. Considering the Main Street Approach, the organization's leadership base demonstrates a wide range of skills, experiences, and perspectives.

Score 1 - 5: \_\_\_\_\_

## II. ACTIVE BOARD LEADERSHIP AND SUPPORTING VOLUNTEER BASE

**INDICATOR I\*:** Board members have demonstrated active engagement in the Main Street program throughout the year. Ideally, 100 percent but no less than 75 percent of Board members have:

- a. Attended Board meetings 75 percent of the time throughout the year.
- b. New Board members participated in Board orientation and existing Board members participated in at least one training offered by the Coordinating program.
- c. Played an active role on the Board by leading a committee, a task force, or key initiative.
- d. Advocated for the program and the district within the community, in coordination with Main Street staff and the rest of the board.

***\*Meeting this Indicator is a requirement and must be met to achieve Accreditation.***

**INDICATOR II\*:** Board members have demonstrated active leadership and support to ensuring the program is appropriately funded to meet its operational responsibilities and programming goals. Ideally, 100 percent but no less than 75 percent of Board members have:

- a. Made a personal financial investment in the program.
- b. Participated in the development of fundraising goals.
- c. Led or participated in a key fundraising activity of the organization.
- d. Made direct solicitations.
- e. Supported donor relationship, retention, and/or recruitment.

**INDICATOR III:** The Main Street program has developed an active, supporting volunteer structure to ensure capacity to plan and implement the approved work plans. Examples of how these efforts are demonstrated include:

- a. Established committees or teams that follow the program's selected Transformation Strategies, Board's outlined priorities, and/or the Main Street Four Points.
- b. Each volunteer committee or team has an active leader, chair, or co-chairs.
- c. Each volunteer committee has an appropriate number of members to plan the approved number of projects or initiatives it intends to implement. Ideally, there is a leader or champion for every project.

- d. Committees or teams participate in trainings that support their roles at least annually

Score 1 - 5: \_\_\_\_\_

### III. PROFESSIONAL STAFF MANAGEMENT

**INDICATOR I\*:** The Main Street organization has maintained the level of professional staff necessary to achieve its mission, goals, and annual work. These efforts are demonstrated by fulfillment of all the following:

- a. The Main Street program meets the minimum staffing requirements established by the Coordinating program. At a minimum, Main Street America requires part-time staffing for cities under 5,000 population and 1 FTE for cities over 5,000 population.
- b. Main Street staff have job descriptions and defined performance expectations.
- c. Main Street staff participates in trainings required by the Coordinating program.
- d. Main Street staff participates in professional development offerings provided by Main Street America, Coordinating Program, etc.
- e. Main Street staff communicates regularly with the Board and specifically with the Board Chair and offers regular monthly reports to the Board.

***\*Meeting this Indicator is a requirement and must be met to achieve Accreditation.***

**INDICATOR II:** The Main Street Board of Directors has managed and provided guidance to its Main Street Director throughout the year. Understanding that organizational formats vary, this is demonstrated by:

- a. The Board, through its Board chair or president provides regular guidance and feedback to the program's director.
- b. A formal performance review process is conducted at least once annually. The Board Executive Committee, with participation of Board members, leads the director's performance review.
- c. The Board ensures that the annual budget provides a competitive compensation package (pay and benefits) and opportunity for appropriate merit increases.
- d. The Board ensures that the annual budget offers staff with professional development and trainings, including travel.
- e. Staff management policies and procedures are in place and reviewed annually. Appropriate procedures ensure clearly established communication lines and roles and responsibilities between Board and staff.
- f. The Board has developed a plan to manage succession or the director's transition and recruitment.

Score 1 - 5: \_\_\_\_\_

## IV. EFFECTIVE OPERATIONAL STRUCTURE

Item 1.

**INDICATOR I\*:** The Main Street organization has developed appropriate operational and organizational practices to manage effectively. This must include the following:

- a. A clearly defined mission statement that confirms the purpose of the organization.
- b. Established by-laws, which are reviewed annually and revised appropriately to carry out the program's mission for the district.
- c. Operating policies and procedures that outline internal and external communication practices, conflicts of interest, personnel management, leadership selections, elections, and terms, Board roles and responsibilities, etc.
- d. Appropriate insurance for the organization, Board/staff, and its programming.
- e. Legal and fiscal requirements are met and maintained as required with its tax status or operation structure.

***\*Meeting this Indicator is a requirement and must be met to achieve Accreditation.***

## DIVERSIFIED FUNDING AND SUSTAINABLE PROGRAM OPERATIONS

A successful revitalization program must have the financial resources necessary to carry out its work and sustain its operations. Program sustainability relies on diversity of revenue streams as dependency on one primary or only source could jeopardize the program's operations. Through this Standard, Main Street programs demonstrate a priority for ensuring that the community is investing in the Main Street organization and programming efforts through a comprehensive and balanced funding structure that ensures successful and sustainable revitalization efforts.

### FOCUS AREAS

Communities engaged in the Main Street Approach understand how essential these key areas of focus are for an organization's success: **I) Balanced Funding Structure, II) Strategic Revenue Development and Fundraising, III) Budget and Work Plan Alignment and IV) Financial Management and Best Practices**

### KEY INDICATORS

Understanding that funding is an essential resource to accomplish the work of revitalization, the following indicators included under this Standard can guide Main Street programs in building, growing, and sustaining diverse and balanced mix of investment in the revitalization efforts and the Main Street program from the start and throughout the years.

#### I. BALANCED FUNDING STRUCTURE

**INDICATOR I:** The Main Street organization's budget demonstrates a balanced funding structure with a diverse mix of public and private sector sources. Examples of how these efforts are demonstrated include:

- a. Contributions from private sector: e.g., businesses, community members and/or partner organizations.
- b. Special taxing district.
- c. Sponsorships.
- d. Earned revenues.
- e. Memberships.
- f. Local Government.
- g. Grants.

Score 1 - 5: \_\_\_\_\_



**INDICATOR II:** The private sector is investing in the district’s revitalization efforts and the Main Street program. Examples of how these efforts are demonstrated include:

- a. Fundraising activities such as event sponsorships, marketing initiatives, and/or special project funding.
- b. Main Street program’s earned incomes, such as rents, merchandise sales, etc.
- c. Investor programs such as memberships, Friends of, annual donations, etc.
- d. In-kind services.
- e. A special tax self-assessment mechanism(s) approved by district property and/or business owners, such as BIDs, CIDs, DDAs, SSMID, etc.

Score 1 - 5: \_\_\_\_\_

**INDICATOR III:** The public sector is investing in the district’s revitalization and the Main Street program. Examples of how these efforts are demonstrated include:

- a. Annual contribution to the Main Street.
- b. Service agreements with the Main Street.
- c. Supports through the employment of the Main Street Director.
- d. Direct funding for event sponsorships & marketing initiatives.
- e. In-kind Services.

Score 1 - 5: \_\_\_\_\_

## II. STRATEGIC REVENUE DEVELOPMENT AND FUNDRAISING

**INDICATOR I:** The Main Street program demonstrates commitment to strategic revenue development process and oversight. Examples of how these efforts are demonstrated include:

- a. The Board reviews fund-development plans, goals, and progress at least quarterly.
- b. A designated Board member provides active financial oversight for the program and is engaged in revenue development planning and reporting.
- c. A fund-development committee, organization committee, or team is in place to lead fund-development planning and implementation.
- d. Committees are engaged in seeking funding to support projects.

Score 1 - 5: \_\_\_\_\_

### III. BUDGET AND WORK PLAN ALIGNMENT

**INDICATOR I:** The Main Street organization has an annual budget that is aligned to the organization's strategies and goals. Examples of how these efforts are demonstrated include:

- a. Alignment with the mission.
- b. Alignment with a selected Transformation Strategy and/or approved workplan.
- c. A diversity of income sources.

Score 1 - 5: \_\_\_\_\_

**INDICATOR II:** Main Street organization's budget demonstrates a balanced funding structure with a diverse mix of public and private sector sources. Examples of how these efforts are demonstrated include:

- a. Contributions from private sector: e.g., businesses, community members and/or partner organizations.
- b. Special taxing district.
- c. Sponsorships.
- d. Earned revenues.
- e. Memberships.
- f. Local Government.
- g. Grants.

Score 1 - 5: \_\_\_\_\_

### IV. FINANCIAL MANAGEMENT AND BEST PRACTICES

**INDICATOR I:** The Main Street organization demonstrates sound financial management outlined by processes and procedures. Examples of how these efforts are demonstrated include:

- a. Financial tracking systems and reporting practices are in place. (QuickBooks or other software)
- b. The organization's monthly financial statements are reviewed by the Treasurer.
- c. The organization has a third party financial professional compile and reconcile monthly financial statements.
- d. The organization has had a third party financial professional review the program's finances at a minimum every two years.

Score 1 - 5: \_\_\_\_\_

**INDICATOR II:** The Main Street organization's financial management has clear leadership and oversight. Examples of how these efforts are demonstrated include:

- a. Leadership roles and responsibilities relating to budgeting, fund-development, and financial reporting are clearly outlined through Board, committee and/or Treasurer job descriptions.
- b. The Main Street Board of directors conducts monthly reviews of the organization's finances to ensure appropriate accountability and alignment with programming.

Score 1 - 5: \_\_\_\_\_

## STRATEGY-DRIVEN PROGRAMMING

**Main Street has built a strong track record for making change happen in communities across the country.** Change is an important guiding principle for Main Street. But rather than letting change just happen, Main Street programs define and manage it from one year to the next through a strategy-driven work plan and aligned implementation process. Standard Four brings together all integrated components that must be in place to plan and successfully implement the revitalization work. Centered around Main Street's Four Point Approach, these integrated components are driven by a local Transformation Strategy(s) aligned through community participation and based on understanding of the district's unique and competitive market position.

### FOCUS AREAS

Communities engaged in the Main Street Approach understand how essential these key areas of focus are for an organization's success: **I) Planning Guided by Inclusive Community and Market-informed Inputs, II) Defining Direction through Transformation Strategy Identification and Development, and III) Strategy-aligned Comprehensive Work Planning and Implementation Across all Four Points**

### KEY INDICATORS

The following indicators provide important guidelines on how Main Street programs can develop a community and market informed strategy-driven planning and implementation process.

#### I. PLANNING GUIDED BY INCLUSIVE COMMUNITY AND MARKET-INFORMED INPUTS

**INDICATOR I:** The organization's annual planning process as informed by a comprehensive set of inputs that guide Transformation Strategy identification and work plan alignment and implementation. Examples of how these are demonstrated include:

- a. Inclusive district and community input is gathered at a minimum of every three years to keep the pulse on the district's needs through focus group events, online surveys, and/or other strategies.
- b. Market research and analysis has been conducted for the district's trade area within an appropriate time interval, depending on the local economy. This is recommended at least every three to five years.
- c. Business inventory is up to date and reflective of the district's business mix, uses, and existing clusters.
- d. Building inventory is up to date and reflective of the district's property ownership, condition, uses and status (for sale, for lease, occupied).
- e. The organization maintains an asset map that recognizes distinctive place-based assets within the district that highlight unique and competitive advantages and market opportunities.
- f. Strategy reflects opportunities driven by local and national trends.

Score 1 - 5: \_\_\_\_\_

## II. DEFINING DIRECTION THROUGH TRANSFORMATION STRATEGY IDENTIFICATION AND DEVELOPMENT

**INDICATOR I:** Main Street has defined and aligned as an organization around a Transformation Strategy that is guiding the revitalization work. Examples of how these are demonstrated include:

- a. Using a comprehensive set of inputs, the board has identified a consumer-based or industry-, product-, or service-based strategy(s) that can best respond to the district and community vision, needs and market opportunities.
- b. The board formally adopts a Transformation Strategy(s).
- c. Partner organizations or other stakeholders have adopted or endorsed selected Transformation Strategy.
- d. The Strategy(s) have measurable benchmarks.

Score 1 - 5: \_\_\_\_\_

## III. STRATEGY-ALIGNED COMPREHENSIVE WORK PLANNING AND IMPLEMENTATION ACROSS ALL FOUR POINTS

**INDICATOR I:** The Main Street board conducts an annual strategy-driven work planning process with volunteer committees to guide the organization's programming. Examples of how these are demonstrated include:

- a. Board outlines priorities or goals that guide volunteer committees in identifying the initiatives, projects, and activities to be approved in annual work plan.
- b. Projects, events, or initiatives are aligned with selected Transformation Strategy(s).
- c. The Transformation Strategy(s) are reflected comprehensively across all Four Points.
- d. Work plans include written action plans for critical projects that outline specific tasks, timeline, budget, volunteer hours, who's responsible, etc.
- e. Annual fund-development goals and allocations are guided by the Transformation Strategy(s)

Score 1 - 5: \_\_\_\_\_

## PRESERVATION-BASED ECONOMIC DEVELOPMENT

Successful Main Street efforts are built on the guiding principle that district economic development is obtained by leveraging and preserving its unique historic and cultural assets. Standard Five confirms our strong belief that a community's own place-based and diverse cultural assets reflect the richness and strength of its identity and establishes a competitive market advantage.

### FOCUS AREAS

Communities engaged in the Main Street Approach understand how essential these key areas of focus are for an organization's success: **I) Preservation Ethics and Education on Historic and Cultural Assets, II) Standards and Best Practices for Place-based, People-focused Design, and III) Promotion of Historic, Heritage, and Cultural Assets**

### KEY INDICATORS

The following indicators provide important guidelines on how Main Street programs can build a strong foundation for revitalization through the preservation of building and cultural assets, educating the public on their value to economic growth, and enlisting businesses and property owners in redevelopment efforts.

#### I. PRESERVATION ETHICS AND EDUCATION ON HISTORIC AND CULTURAL ASSETS

**INDICATOR I:** Main Street demonstrates the community's commitment to its historic and cultural assets. Examples of how these are demonstrated include:

- a. The district has historic buildings listed as local landmarks, a national landmark district, or listed in the National Register of Historic Places.
- b. The community is a Certified Local Government (CLG).
- c. The district has received cultural, arts, or other special designations or recognitions.
- d. Main Street advocates for a local preservation ordinance or the community has one.
- e. Main Street has developed or supported the development of design standards, guidelines, and tools property owners can use to preserve, improve, and maintain historic buildings.
- f. Incentives or in-kind services are in place to assist with improvements to historic and cultural resources (e.g., façade grant, sign grant, low interest loan, design assistance)
- g. Local, county, and/or regional strategies acknowledge and incorporate the preservation of heritage and cultural assets as economic development priorities.

Score 1 - 5: \_\_\_\_\_

**INDICATOR II:** Main Street educates and builds awareness about preservation and cultural assets among stakeholders, public sector, community organizations and residents at large. Examples of how these are demonstrated include:

- a. Holding education and awareness activities that promote the value of the district’s historic fabric and cultural assets throughout the year or at least annually during Preservation Month.
- b. Providing programming and resources for district property and business owners that results in the preservation and rehabilitation of local historic assets.
- c. Attending staff and volunteer trainings provided by the Coordinating program, Main Street America, or other organizations.
- d. Building strong collaborations (e.g., Historic Preservation Commission, Certified Local Government, Historical and Arts entities, etc.) to support tools, ordinances, zoning policies that preserve the district’s built and cultural assets.

Score 1 - 5: \_\_\_\_\_

## II. STANDARDS AND BEST PRACTICES FOR PLACE-BASED, PEOPLE-FOCUSED DESIGN

**INDICATOR I:** Main Street is an advocate and partner for the implementation of standards, guidelines, and best practices for the preservation of historic and cultural assets. Examples of how these are demonstrated include:

- a. Partnered with local government, commissions, and community groups to assess and incorporate heritage and cultural assets into economic development and marketing priorities and initiatives.
- b. Provided or connected district property owners with assistance in redevelopment that is aligned with the district’s strategy(s).
- c. Provided guidance that educates property and business owners and developers on state and local ordinances, incentives, and other redevelopment tools.
- d. Provided guidance to projects that leveraged preservation and/or economic development funding tools to support building improvements (TIF, Historic Tax Credits, CLG, USDA grants, etc.)
- e. Advocated for threatened historic properties, and worked to acquire, attract new ownerships and/or worked with city leaders to enforce requirement maintenance standards.

Score 1 - 5: \_\_\_\_\_

## III. PROMOTION OF HISTORIC, HERITAGE, AND CULTURAL ASSETS

**INDICATOR I:** The Main Street program actively promotes the district’s historic and cultural assets. Examples of how these are demonstrated include:

- a. Activities/programming that interpret, celebrate, and recognize local heritage and cultural resources.

- b. Working with media to promote stories that highlight the district’s historic and cultural assets and messages their importance to the community and economic growth.
- c. Conducts activities that educate property owners on the benefits of rehabbing historic properties to increase the economic value of the property.

Score 1 - 5: \_\_\_\_\_



## DEMONSTRATED IMPACT AND RESULTS

Main Street communities are part of a national network with a proven record for generating strong economic returns and strengthening the district's position within a highly competitive marketplace. Standard Six highlights the importance of tracking, packaging, and demonstrating the qualitative and quantitative impact of the program's revitalization efforts. It also provides the opportunity for the local Main Street program to tell their stories and advocate for resources needed for sustainability.

### FOCUS AREAS

Communities engaged in the Main Street Approach understand how essential these key areas of focus are for an organization's success: **I) Demonstrating the Value of Main Street, II) Measuring and Packaging Quantitative and Qualitative Outcomes and III) Promoting Progress and Demonstrating Impact and Results**

### KEY INDICATORS

The following indicators provide important guidelines on how Main Street programs can build the case for Main Street and demonstrate the impact of their revitalization efforts.

#### I. DEMONSTRATING THE VALUE OF MAIN STREET

**INDICATOR I:** Main Street is positioned as an advocate for the district, promoting revitalization as an economic development priority among the public and private sector and community at large. Examples of how these are demonstrated include:

- a. District revitalization and physical and economic improvements are included in recent regional, or citywide master plans, economic development plans, comprehensive plans, etc.
- b. Main Street participates in ongoing local planning efforts that involve the district.
- c. Main Street participates in guest presentations to local community organizations and institutions.
- d. Small business owners in and around the district regularly seek and receive assistance or support from the Main Street program (e.g., letters of support for grants or loans, marketing support on the Main Street program's website and social media, etc.)
- e. District stakeholders advocate for the program when requested.
- f. The district is highlighted in local partners' communication and marketing efforts (e.g., city, tourism, economic development, etc.) with blog posts, multi-line descriptions of the district, and/or photos featuring the district, etc.
- g. Main Street's logo, webpage, and/or social media links are included on local government and other partner organizations' websites.
- h. Entrepreneurs and local business owners regularly approach the Main Street program about commercial spaces in the district that could potentially serve as a base-of-operations for a new business or new location for an existing business.

Score 1 - 5: \_\_\_\_\_

## II. MEASURING AND PACKAGING QUANTITATIVE AND QUALITATIVE OUTCOMES

**INDICATOR I:** Main Street regularly collects and maintains district revitalization statistics (quantitative) and intangible impact data (qualitative) across the Four Points of the Main Street Approach and examines changes over time as required by the Coordinating Program. Examples of how these are demonstrated include:

- a. Number of businesses operating in the district.
- b. Number of businesses operating in the district that are women-owned.
- c. Number of businesses operating in the district that are minority-owned.
- d. Number of businesses operating in the district that are veteran-owned.
- e. Number of employees/jobs based in the district.
- f. Number of new businesses launched in the district over a given period (monthly, quarterly, or annually) and number of employees/jobs added in a district in a given period.
- g. Number of business closures in the district over a given period (monthly, quarterly, or annually) and number of employees/jobs lost in a district in a given period.
- h. Number of local businesses participating as vendors in district events, festivals, etc.
- i. Number of housing units added or lost in the district over a given period (monthly, quarterly, or annually), broken out by housing type (loft, apartment, duplex, single family detached home, etc.), tenure type (for lease or for sale), and sale/rent amount relative to area median income (i.e., affordability).
- j. Number of properties in the district renovated, including details about the capital invested in the renovations and any financial incentives programs leveraged in the renovation (e.g., historic tax credits, low-income housing tax credits, etc.).
- k. Number of public improvement projects in the district that were launched/completed, including overall price tag, public dollars invested, and any secondary sources of capital invested.

Score 1 - 5: \_\_\_\_\_

**INDICATOR II:** Main Street annually collects and maintains organizational impact statistics (quantitative) and intangible impact data (qualitative) and examines changes over time. Examples of how these are demonstrated include:

- a. Board annually reviews broad performance goals established within the organization's work plan.
- b. Board annually reviews metrics established to analyze the progress of selected Transformation Strategies.
- c. Number of volunteer hours contributed.
- d. Financial value of volunteer contribution (using Independentsector.org formula).
- e. Number of volunteers participating.

- f. Testimonial reports from small business owners, property owners, and government officials about the value of the Main Street program.
- g. Conversion of volunteer hours to in-kind dollars (\$) contributed.
- h. Financial (\$) contributions made to Main Street by the public sector.
- i. Financial (\$) contributions made to Main Street by the private sector.
- j. Number of responses and analysis of response data from a survey that seeks to understand the community's growing knowledge about Main Street, the importance of Main Street, etc., as well as stakeholder attitudes about Main Street organization.
- k. Impact surveys of promotional events.
- l. Impact surveys of education programming attendees.
- m. Number of media impressions.

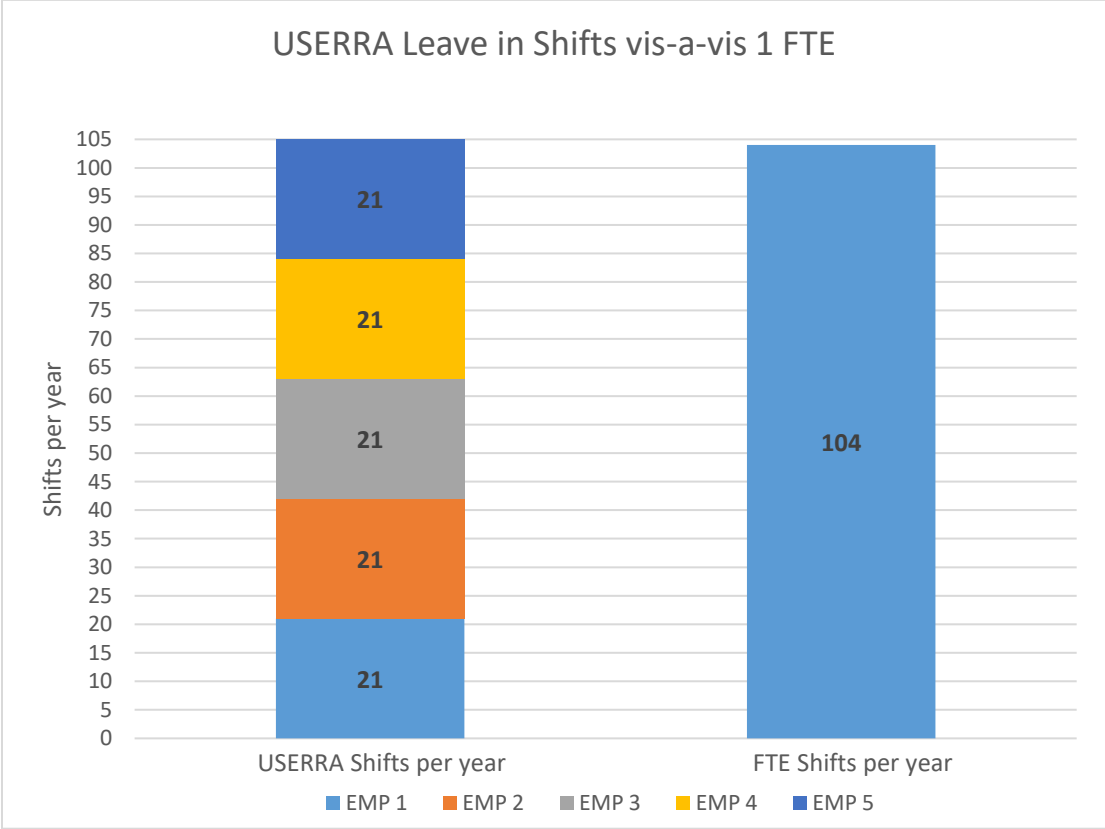
Score 1 - 5: \_\_\_\_\_

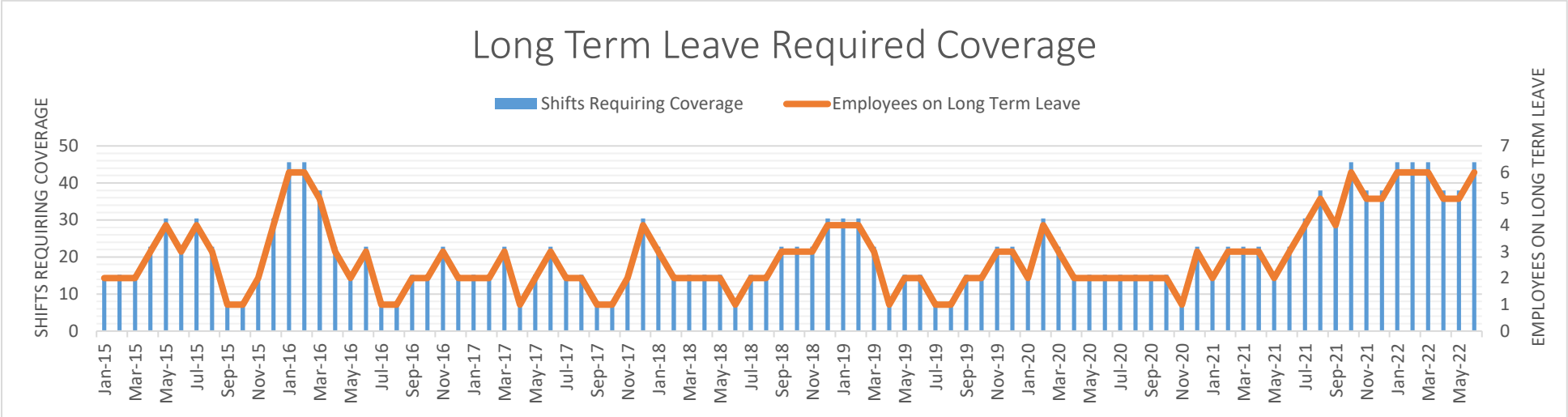
### III. PROMOTING PROGRESS AND DEMONSTRATING IMPACT AND RESULTS

**INDICATOR I:** The district's revitalization programming, achievements, stories, and reinvestment statistics are promoted. Examples of how these are demonstrated include:

- a. Sharing through the Coordinating program reporting system according to the timeline-outlined in annual agreements.
- b. Sharing with district stakeholders, local units of government, anchor organizations, funders, and the community at large.
- c. Highlighting and publishing success stories of impactful projects on digital platforms (website, social media channels, etc.) and local media outlets.
- d. Publishing and distributing an annual report and summary of revitalization statistics.
- e. Highlighting key statistics and testimonials on website and other marketing materials.

Score 1 - 5: \_\_\_\_\_







**City Council Workshop Minutes - Draft**  
**Monday, July 18, 2022, 4:30 PM**  
**Council Chambers, 616 NE 4th Avenue**

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

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**CALL TO ORDER**

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

**ROLL CALL**

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Don Chaney and Leslie Lewallen

Excused: Council Members Tim Hein and Shannon Roberts

Staff: Bernie Bacon, James Carothers, Carrie Davis, Colby Dixon, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Shawn MacPherson, Robert Maul, Heather Rowley, Jeff Swanson and Connie Urquhart

Press: No one from the press was present

**PUBLIC COMMENTS**

Christopher Kralik, Camas, commented about mosquito abatement.

Nancy Badolato, Camas, commented about fireworks.

Marilyn Roggenkamp, Camas, email commented about unlawful camping.

**WORKSHOP TOPICS**

1. Draft Ordinance Related to Unlawful Camping  
 Presenter: Jeff Swanson, Interim City Administrator and Shawn MacPherson, City Attorney

City Attorney MacPherson gave an overview of the draft ordinance. Discussion ensued. This item will be placed on the August 15, 2022 Workshop Meeting Agenda for further discussion.

2. Police Officer Hiring Bonus  
 Presenter: Jennifer Gorsuch, Administrative Services Director

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

This item will be placed on the August 1, 2022 Regular Meeting Agenda for Council's consideration.

3. NE Everett Street Corridor Analysis Professional Services Agreement  
Presenter: James Carothers, Engineering Manager

This item will be placed on the August 1, 2022 Consent Agenda for Council's consideration.

4. Citywide Traffic Signal Controller Upgrades Contract Update  
Presenter: James Carothers, Engineering Manager

This item was for Council's information only.

5. Lacamas Lake Dams Inspections and Gate Replacement  
Presenter: Will Noonan, Public Works Operations Manager

This agreement will be placed on the August 1, 2022 Consent Agenda for Council's consideration.

6. Facilities Condition Assessment Summary  
Presenter: Steve Wall, Public Works Director

This item was for Council's information only.

7. Public Pool Discussion  
Presenter: Trang K. Lam, Parks & Recreation Director

This item will be placed on a future Workshop Agenda for further discussion.

## **COUNCIL COMMENTS AND REPORTS**

Lewallen attended the City staff picnic, a Georgia Pacific (GP) Mill Clean-Up Advisory Committee meeting, and the Lacamas Lake Management presentation. Lewallen shared the Camas Days schedule and commented about citizen concerns regarding the proposed Camas Station project.

Carter attended the Joint Policy Advisory Committee (JPAC) meeting, the Port of Camas-Washougal Commission meeting and commented about Camas Days.

Chaney commented about Camas Days and the Lacamas Lake advisory signs.

Anderson attended a C-TRAN meeting and commented about the Camas Days parade.

Boerke commented about a splash pad in Camas.

Mayor Hogan commented about JPAC, the City staff picnic, and the Camas Days children's parade.

**PUBLIC COMMENTS**

Phillip Mitchell, Camas, commented about Camas Days.

Brian Wiklem, Camas, commented about community surveys.

**CLOSE OF MEETING**

The meeting closed at 7:50 p.m.





**City Council Regular Meeting Minutes - Draft**  
**Monday, July 18, 2022, 7:00 PM**  
**Council Chambers, 616 NE 4th Avenue**

*NOTE: Please see the published Agenda Packet for agenda item attachments.*

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Don Chaney and Lewallen

Excused: Council Members Tim Hein and Shannon Roberts

Staff: Bernie Bacon, Jackie Caldwell, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Robert Maul, Bryan Rachal, Jeff Swanson and Connie Urquhart

Press: No one from the press was present

**PUBLIC COMMENTS**

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

Randal Friedman, Camas, commented about the Workshop Agenda item, Public Pool Discussion.

**CONSENT AGENDA**

1. July 5, 2022 Camas City Council Workshop and Regular Meeting Minutes
2. \$1,126,727.24 Automated Clearing House and Claim Checks Numbered 151356–151499
3. Executive Search Agreements with Bob Murray and Associates (Submitted by Jennifer Gorsuch, Administrative Services Director)
4. Stormwater Source Control Interlocal Agreement (Submitted by Jackie Caldwell, Stormwater Engineer)

5. Tyler Technologies Agreement Amendment (Submitted by Cathy Huber Nickerson, Finance Director)

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

## **NON-AGENDA ITEMS**

6. Staff

Maul announced a Camas Station Conditional Use Permit Public Hearing scheduled for Tuesday, July 26, 2022 at 5:00 p.m.

Wall updated Council about City parks maintenance and stated that Lake Road will be closed on Wednesday, July 20, 2022, for a couple hours south of Sierra Street for hillside maintenance.

Free and Schumacher provided an update to Council about the Fourth of July holiday. This item will be placed on a future Workshop Agenda.

Swanson, Free and Schumacher sought consensus from Council about additional Fire Department staffing. This item will be placed on a future Workshop agenda.

7. Council

Boerke thanked City staff for their meeting item presentations.

Chaney and Anderson commented about the upcoming Fire – Joint Policy Advisory Committee meeting.

## **MAYOR**

8. Mayor Announcements

Mayor commented about Camas Days and the Clark County Council's decision about Employee Bonuses.

## **MEETING ITEMS**

9. Ordinance No. 22-010 Amending Section 2.04.040 of the Camas Municipal Code Relating to Remote Meeting Attendance  
Presenter: Jennifer Gorsuch, Administrative Services Director

**It was moved by Carter, and seconded, that Ordinance No. 22-010 be adopted and published according to law. The motion carried unanimously.**

10. Ordinance No. 22-011 Amending Certain Provisions of the Camas Municipal Code Relating to City Commission Meetings  
Presenter: Jennifer Gorsuch, Administrative Services Director

**It was moved by Carter, and seconded, that Ordinance No. 22-011 be adopted and published according to law. The motion carried unanimously.**

11. Resolution No. 22-010 Creating a New Position in Public Works  
Presenter: Jennifer Gorsuch, Administrative Services Director

**It was moved by Carter, and seconded, that Resolution No. 22-010 be adopted. The motion carried unanimously.**

### **PUBLIC COMMENTS**

Heather Guilling, Camas, commented about the July 26, 2022 Camas Station public hearing.

### **CLOSE OF MEETING**

The meeting closed at 7:49 p.m.



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607

**Project No. T1041**

**NE Everett Street Corridor (SR-500):**  
**Alternative Analysis**

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **PBS Engineering and Environmental, Inc.**, 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 **NE Everett Street Corridor (SR-500): Alternative Analysis.**
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2023** unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$318,877.96** 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 (hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials and employees, the Consultant's liability, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. Consultant's Liability Insurance.
- a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
  2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent 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.
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 "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** 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. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
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 full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this

Agreement or upon the termination or cancellation of this Agreement, the 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:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
  4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the 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 City.
- 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 City 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:  
 James Carothers  
 City of Camas  
 616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607  
 PH: 360-817-7230  
 EMAIL: [Jcarothers@cityofcamas.us](mailto:Jcarothers@cityofcamas.us)
- Notices to Consultant shall be sent to the following address:  
 Greg Jellison  
 PBS Engineering and Environmental  
 1325 SE Tech Center Dr., Suite 140  
 Vancouver, WA 98683  
 PH: 360-567-2115  
 EMAIL: [Greg.Jellison@pbsusa.com](mailto:Greg.Jellison@pbsusa.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. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator’s decision shall be final and legally binding and judgement be entered thereon.

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

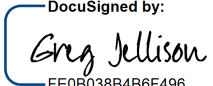
- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative.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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF CAMAS:

PBS Engineering and Environmental:  
**Authorized Representative**

By \_\_\_\_\_

DocuSigned by:  
  
FE0B038B4B6F496...

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

Greg Jellison  
Print Name \_\_\_\_\_

Title \_\_\_\_\_

Principal Engineer  
Title \_\_\_\_\_

7/20/2022  
Date \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE AND COSTS OF SERVICES**



## **CITY OF CAMAS, WASHINGTON**

### **NE Everett Street Corridor (SR-500): Alternative Analysis City of Camas Project # T1041**

#### **INTRODUCTION**

PBS Engineering and Environmental Inc. (PBS) and their Consultant team have been selected by the City of Camas to perform traffic and preliminary engineering, alternative analysis, environmental review, public involvement and other related professional services for the NE Everett St. (SR-500) Corridor from NE Lake Road north to the City Limits Professional services will include evaluation of roundabout and traffic signal options, evaluation of multiple alignment and cross section options, traffic engineering, and environmental process review.

The project team currently includes:

- Kittelson & Associates, Inc. (KAI) – Traffic Analysis and design
- WSP –Environmental permitting
- Archaeological Investigations Northwest (AINW) – cultural resources investigation

The Project is funded with local funds.

This phase of the project will take the analysis and design through the alternatives analysis phase with a recommended alternative accepted by the City and then the design will continue through 20% design. It is assumed that this project will last up to 9 months.

#### **PROJECT DESCRIPTION/BACKGROUND**

NE Everett Road (SR-500) corridor is generally a 2-lane facility with limited curb and sidewalk. The surrounding area includes Lacamas Lake, forested lands owned by the City of Camas (City) and Clark County, and to the south along SR-500 a bridge over a body of water connecting Lacamas Lake and Round Lake. This corridor is critical link that connects downtown to the high school and north shore areas of Camas. Average daily traffic along the corridor is well over 15,000. An alternative analysis and intersection type evaluation will be completed to identify the appropriate corridor improvements. Currently the project is not funded for construction.

The project limits extends from the Lake Road and Everett Street Roundabout north to the city limits.

## OVERALL PROJECT ASSUMPTIONS

- City will provide crash data from their local road safety plan.
- City will provide all Recreation Conservation Office coordination.

## SCOPE OF WORK

### TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

PBS shall oversee project tasks and coordinate with City representatives to manage the scope, schedule and budget for the design engineering phase. The current phase of the project is assumed to take up to 9 months to complete.

#### Subtask 1.1 Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups; total cost for labor and expenses for the billing period; subconsultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
- Maintain required contract documentation. Provide copies of project files and records to the CITY for audits and public information requests. Final documents shall be provided in electronic format as requested.

#### Deliverables

- Monthly invoices, Contract Summary Reports, and Project Status Reports.
- Project Documentation, upon request

#### Subtask 1.2 Meetings

This item includes the coordination and meetings necessary to successfully complete the project.

- Preparation for and attendance at project kickoff meeting with City Staff including up to two PBS staff attending a 2-hour kickoff meeting with City staff in Camas.
- Up to 15 bi-weekly phone meetings with City Staff
- Preparation for and attendance monthly (9) project coordination meeting with City staff including and up to two PBS staff. Other consultant team members will attend meetings as needed.
- Meet with City staff after the review of the 20% plan submittal, this meeting will be attended instead of the monthly meeting these months.

#### Deliverables

- Meeting Agendas and Meeting Summaries
- Design Submittal Comment Review and Response Log

### **Subtask 1.3 Management, Coordination, and Direction**

- The Consultant shall provide management, coordination, and direction to the Project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- Prepare and maintain project design schedule. The schedule shall identify CONSULTANT tasks and items provided by CITY and other consultants. The schedule shall be updated as circumstances require or as requested by the CITY (assumes 1 update).
- The Consultant shall prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant shall coordinate Consultant tasks and activities with the City.

### **Deliverables**

- Project Schedule & Schedule Updates
- Summary notes of coordination efforts

### **Subtask 1.4 WSDOT Coordination**

- The Consultant will coordinate with WSDOT and the City of Camas for all applicable WSDOT procedures, approvals, and processes related to the project.
- Three WSDOT coordination meetings with the City and the Consultant will be held for the project.

### **Deliverables**

Coordination meeting agendas and meeting summaries.

## **TASK 2: SURVEYING**

### **Subtask 2.1 Survey**

PBS will perform right-of-way resolution, LiDAR spot elevation verification and UAS services to include the following:

- Establish a control network throughout the project limits based on the Clark County horizontal and vertical datum (NAD 83/91 & NGDV29/47) to support ground survey right-of-way resolution.
- Resolve the SR-500 (NE Everett Street) right-of-way and centerline for the project corridor. Locate and tie all pertinent centerline, right-of-way, DLC and Section corners to establish the road right-of-way.
- Verify LiDAR surface elevations with primary survey ground control and RTK (GPS) methods.
- Place aerial targets to support and perform Drone survey of the project to produce an ortho rectified image of the project corridor.

### Assumptions/Exclusions

- Title reports are not a part of this survey scope. There may be certain portions of the road right-of-way that will require a title report to provide additional information to establish right-of-way legalization.
- Topographic/Existing Conditions surveying is not a part of this survey scope.
- Setting right-of-way/centerline monuments and filing a Record of Survey is not a part of this survey scope.

### Deliverables

- Centerline/right-of-way resolution linework in AutoCAD Civil3D 2018 format
- Ortho rectified Aerial Image

## TASK 3: TRAFFIC ENGINEERING

### Subtask 3.1 Traffic Analysis Report

#### Task 3.1.1 Existing Transportation Facilities and Traffic Conditions

- Document existing facilities including: Roadway facilities, number of travel lanes, lane and shoulder widths, bikeway facilities, sidewalk location and widths, crosswalks, pathways, presence of curbs, and bridges within the project limits.
- Document existing pedestrian facilities, including desired origins and destinations within the study corridor limits.
- Collect new 2022 weekday morning (7:00-9:00 AM) and evening (4:00-6:00) PM traffic counts (vehicles, trucks, bicycles and pedestrians) at the following intersections along the Everett Corridor. Local school schedules and impacts to travel patterns due to the ongoing COVID-19 pandemic will be considered in the data collection and review process.
  - NE 35<sup>th</sup> Ave
  - NE 38<sup>th</sup> Ave
  - NE 43<sup>rd</sup> Ave
  - SE Leadbetter Rd
  - NE Everett Dr
  - SE 8<sup>th</sup> St
  - SE 5<sup>th</sup> St
  - NE 3<sup>rd</sup> St
- Conduct an operations analysis at each of the study intersections during the weekday AM and PM peak hours using Highway Capacity Manual Analysis procedures.
- Request the 5-year crash history from the Washington department of transportation. Review and identify any crash patterns and trends to summarize in report.
- Summarize the existing conditions analysis that will be incorporated into Traffic Analysis Report (see Task 4.1.5).

#### Task 3.1.2 Future No-Build Traffic Conditions

- Review base and future year 2040 projected traffic volumes using model information provided by the Southwest Washington Regional Transportation Council (RTC) for the study intersection.

- Coordinate with and obtain required model runs from RTC. It is assumed that RTC will provide the model runs at no cost to the City or Consultant given the modeling request will be on behalf of the City.
- Coordinate with City and RTC to determine if the future North Shore development is reflected within the RTC models.
- Obtain in-process development information from the City of Camas.
- Develop future year 2042 weekday AM and PM peak hour turn movement volumes at the study intersections considering anticipated background growth as well as approved in-process development that may add trips to the study intersections.
  - If trips associated with the future North Shore development are not included within the RTC models, estimate the additional trips associated with the future North Shore development and adjust the study intersection volumes as needed to reflect the development.
- Conduct an operations analysis at each of the study intersections for 2042 No-build traffic conditions during the weekday AM and PM peak hours using Highway Capacity Manual Analysis procedures.
- Identify capacity deficiencies at the study intersections.
- Summarize future No-Build traffic conditions that will be incorporated into Traffic Analysis Report (see Task 4.1.4)

### **Task 3.1.3 Future Build Traffic Conditions with Signals and Roundabouts**

- Conduct an alternative evaluation comparing traffic control change needs at the study intersections, including evaluation of the potential for implementation of traffic signals or roundabouts at the study intersections.
  - Preliminary capacity, delay, and traffic signal warrants shall be evaluated at the study intersections requiring mitigation under 2042 traffic conditions as appropriate to determine whether installation of a traffic signal is likely to be warranted in the future and, if so, at what planning level horizon the signal may be needed.
  - Analyze roundabout operations at the study intersections under 2042 traffic conditions during the weekday AM and PM peak hours. The capacity and delay will be evaluated for each roundabout approach using the Highway Capacity Manual analysis methodology to confirm the appropriate roundabout size and number of lanes needed to service the forecast traffic volumes.
  - Conduct a 95<sup>th</sup> percentile queuing analysis of projected 2042 weekday AM and PM peak hour conditions to determine storage length needs at the project study intersections for the respective intersection controls, as appropriate.
  - Evaluate relative outcomes of Build traffic operations analyses and identify recommended intersection traffic control and turn lane needs.
  - Qualitatively evaluate the need for potential enhanced pedestrian crossings at each of the intersections and the potential implications for the intersection and/or corridor as appropriate.
- Peer Review and discuss concepts with the project design team and other elements outlined in Task 3.2. Work collaboratively with the City and project design team to identify preferred traffic control concepts for each study intersection for further refinement.



- Summarize future Build traffic conditions that will be incorporated into Traffic Analysis Report (see Task 4.1.4)
  - This portion of the report will document the preferred intersection traffic control for each study intersection (stop control, signal, or roundabout).

#### **Task 3.1.4 Traffic Analysis Report**

- Prepare a draft and final Traffic Analysis Report that summarizes the project elements above.
- Respond to draft report review comments and submit a final report.
- Coordination with the air quality and noise teams to provide future volume reports and preliminary channelization plans required for their analyses.

#### **Subtask 3.2 Intersection Control Analysis – ICA (lite)**

The consultant will conduct an intersection control analysis (ICA) for the study intersections. Initial CAD Intersection Design based on preferred layouts developed in Task 4.1.3.

- Prepare 15%-level preliminary designs at the intersections in AutoCAD for the preferred layout/configuration for both the roundabout and signal alternatives, respectively. The designs will include basic horizontal geometric design elements, including edges of travel way, channelization striping and islands, sidewalks, crosswalks, and truck apron (for roundabout). The designs will confirm the geometry incorporates key operational and safety features including design speed objectives, speed consistency principles, design vehicle accommodations, and bicycle/pedestrian treatments.
- Prepare engineering drawings showing AutoTurn vehicle paths through critical turning movements of the roundabouts for the design vehicle for both intersection alternatives.
- For the roundabout concepts specifically:
  - Prepare sketch-level drawings showing "fastest path" design speeds for all critical approaches of the roundabout in accordance with NCHRP Report 672.
  - Evaluate stopping and intersection sight distances at roundabout in accordance with guidelines from NCHRP Report 672. Determine the sight distance triangles needed at each roundabout approach and within the central island as a guideline for potential easements and landscape design. Prepare an exhibit showing the recommended sight lines.
- Evaluate access along the approaches based on layouts for both alternatives respectively and support project team and City staff to address access needs.

#### **Deliverables**

- Draft and Final Intersection Control Analysis Memorandum

#### **Task 3.3 - Traffic Simulation video**

- Develop basic high-level Simtraffic Simulations (Synchro) for each signal and each roundabout alternative showing the future traffic volumes operations at each study intersection
- 8 signalized intersections and 8 roundabout intersection recordings

City of Camas  
 Scope of Work: Everett Street Corridor – Alternative Analysis  
 July 2022  
 Page 7 of 15

## Deliverables

- MP4 (video) file of intersection operations

### TASK 4: ALTERNATIVE ANALYSIS

The intent of this section is to conduct an intersection control analysis associated with the project intersection as analyzed as part of Section 4.2 based on WSDOT's ICA approach:

#### Subtask 4.1 Alternative Analysis

##### Task 4.1.1 Summarize traffic operations

- Summarize traffic operations analysis results for both roundabouts and signals from Task 3.1.3 to be incorporated into combined Alternatives Analysis Report

##### Task 4.1.2 Alternatives Preliminary Design & Estimates

Consultant will assist with the preparation of the conceptual plans and conceptual construction cost estimates for each of the alternatives analyzed, by peer reviewing refine intersection layouts and related construction costs.

PBS Team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals in support of task 8:

- Design Memorandum
- Decision Matrix
- Alternative Analysis

##### Subtask 4.1.3 Design Memorandum, Decision Matrix and Alternative Analysis

Consultant Shall summarize the roadway design standards and decisions in an excel spreadsheet for City staff concurrence. Standards will include but not be limited to:

- Right of way
- Lane widths
- Curb return radii
- Roadway cross-section
- Roadway section depth
- Design speed
- Design vehicle
- Transition tapers
- Max. and min. profile grades
- Vertical curve criteria

#### Alternative Analysis

Consultant shall prepare conceptual designs and conceptual order of magnitude comparison estimates for each of the alternatives listed below.

Aspects to be included in the alternative analysis report will be:

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- Signalized intersection (1 layout)
- Roundabout (2 layout)

Consultant shall develop each alternative to concept level design sufficient to establish horizontal construction limits, order of magnitude estimates and identify major construction activities. Each alternative shall have a horizontal alignment developed that meets appropriate design standards. Consultant shall prepare a drawing stamped "preliminary" for each alternative. The drawing shall utilize available aerial imagery and GIS boundary and environmental data. Geometric design elements that do not meet design standards shall be identified as needing a design exception. Consultant shall analyze each alternative and determine the potential benefits and impacts associated with construction of the proposed alternative. Potential benefits and impacts to be considered include, but are not limited to, right-of-way, safety, utilities, construction costs, permitting and environmental Impacts.

This subtask will include a summary of the identified impacts and cost estimate associated with each alternative to allow City to determine which alternative to move forward to design and construction.

### **Alternative Analysis Report**

Aspects to be included in the alternative analysis report will be:

- Roundabout versus Signalized Intersections
- Roundabout options
- Preferred alternative

### **Deliverables**

- Summarize preliminary design evaluation to be incorporated into the Alternatives Analysis
- Design Memorandum
- Draft and final alternatives analysis memo

## **TASK 5: ENVIRONMENTAL REVIEW AND DOCUMENTATION**

### **Task 5 Environmental Review and Documentation**

#### **Subtask 5.1: Environmental Evaluation**

The project team will complete an environmental evaluation for the corridor alignment concepts with the focus on future permit viability, and considering the State Environmental Policy Act and the GMA, and alignment occurrence on Washington Recreation and Conservation Office (RCO) funding acquired properties. Critical issues include critical areas assessment and avoidance. For the environmental evaluation, the project team will complete the following activities for the three roadway alignments:

- Work with the City to gather relevant background data, GIS information, and high-resolution aerial photographs of the project planning area.
- Determine the general extent of wetlands, streams, fish and wildlife habitat, frequently flooded areas, and/or geologic hazards that could be impacted by the SR 500 road widening, based on existing documentation, GIS data, and a brief pedestrian survey.
- Prepare an environmental evaluation memorandum summarizing the existing known conditions, evaluating the alternatives, and summarizing the findings.

- Prepare a permit matrix identifying the anticipated permits needed, the permitting agency, general timelines, and the requirements of each permit for inclusion in the evaluation memorandum.

### Assumptions

- Brief pedestrian survey is limited to the existing road rights of way and City owned properties.
- If access to private properties is needed, the City will be coordinate access requirements.
- One, 4-hour site visit includes recording identified critical areas with GPS capable receiver.
- Final determination of required permits, timelines, mitigation and conditions of approval are the responsibility of the regulatory agencies.
- Available GIS data will include parcel lines, rights-of-way, easements, topography, utilities, wetlands, habitat, and waterbodies.
- Permits will be identified based on the proposed alignment, and any future design changes will likely affect the permit requirements and may not be addressed in this task.
- A single permit matrix will identify the anticipated permits for up to three alternatives.
- Environmental evaluation memo will be up to 10 pages.
- City will coordinate all items with RCO

### Deliverables

- Draft and final environmental evaluation memorandum

## TASK 6: CULTURAL RESOURCES ASSESSMENT

### Task 6 Cultural Resources Assessment

#### Subtask 6.1: Cultural Resources Assessment

This scope of work is for a cultural resource review of up to five intersection improvements and associated multimodal improvements along NE Everett Street between Lake Road and NE 3<sup>rd</sup> Street in Camas. The review would be performed to inform the selection of the preferred intersection designs and multimodal improvements. The review will include the following sub-tasks.

- The background review will include cultural resource survey data and records on file with the Department of Archaeology and Historic Preservation, and documents in AINW's library, including survey reports, historical maps (early USGS, regional, etc.) of the area, and General Land Office maps of the project area. The objective will be to identify recorded archaeological and historic resources and areas that have been previously surveyed for cultural resources.
- AINW would conduct a reconnaissance by vehicle to assess the existing conditions for the alignment alternatives, and to determine if previously recorded resources may have been removed by developments over the past few years.
- For areas that have not been surveyed for archaeological or historic resources, AINW would estimate the probability of encountering a significant resource on a scale of High, Moderate, or Low. The estimate will be based on LiDAR data, historical records, the reconnaissance review of current conditions, and the statewide archaeological probability model.
- The results would be summarized in an email, and note the location of any 'red flags' that might be found.

## **TASK 7: DESIGN ENGINEERING**

The consultant will advance the design to preliminary (20 percent) plans during the current phase of the project. The Consultant team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals:

- Preliminary (20%) Submittal
- QA/QC

### **Subtask 7.1 20 Percent Design (Preliminary)**

The consultant will develop preliminary documents to the 20 percent design stage. These documents will be used to assist the permit process. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the project are established, and all decisions required to generate construction details have been made.

The 20% plans shall include:

- Strip Map
  - Plan over Profile strip map showing basic roadway geometry information and incorporating recommended intersection geometry, lane configurations, pedestrian crossing and median locations and access management implementation, and conceptual storm layout.

### **Assumptions**

- Assumes up to 5 total project phases
- The Bridge design will not be progressed beyond preliminary profile and layout

### **Deliverables**

- Ultimate lane configuration recommendation along the corridor
- 20% strip map
- Project data sheets
- 20% Cost Estimates broken out into each anticipated project phase

### **Subtask 7.2 - QA/QC**

The Consultant will provide quality assurance/quality control (QA/QC) for design work in accordance with the Consultant's QA/QC Program. The Consultant will provide senior level design and construction personnel to review plan submittals and provide technical support.

## **TASK 8: PUBLIC INVOLVEMENT**

This task includes outreach to multiple audiences affected by or interested in the project, including residents, businesses, and organizations along the corridor; a Technical Advisory Committee (TAC) comprised of project partners and resources; Camas City Council; and the community at large. We will use a variety of strategies, outlined below, to engage them, ensuring equity and accessible across all touchpoints.

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### **Task 8.1 Public Involvement Plan and Summary**

At the kick-off meeting, the Consultant will work with the City to determine the public involvement needs of the project. The Consultant will then develop a public involvement plan (PIP) to lay forth these efforts. This task also includes the project signage that will alert the public of this project, to be installed at project kick-off. After the PIP has been fully executed, PBS will create a comprehensive summary.

#### **Assumptions**

- The PIP will clarify the project’s PI goals and objectives, anticipated challenges and opportunities, communication channels, schedule of outreach and activities. It will also include a project map, and a list of stakeholders, partners and resources.
- Communications support is not included in this scope of work.
- The City will serve as the media contact and handle public project information *not* specified herein, including newspaper notices/advertisements, press releases, social media, and the Engage Camas website. For clarity, the PIP will outline the Consultant’s and the City’s roles and responsibilities.
- The City will suggest stakeholders, partners, and resources, and provide known contact information.
- The signs will be 4’ x 8’, single-sided.
- The City will perform up to two (2) reviews of the draft PIP and project signs.
- The Consultant will design, order, and facilitate installation by the vendor of the signs.
- The Consultant will design, order, and facilitate installation by the vendor of four (4) vinyl update stickers, anticipated as follows:
  - Join us for Open House 1, date, time, location
  - Join us for Open House 2, date, time, location
  - Join us for Open House 3, date, time, location
  - Visit us online for ongoing project details
- The City will perform up to two (2) reviews of the vinyl update stickers.
- Signs, stickers, and installation will be expensed to the City.
- The summary will provide a comprehensive review of outreach and activities, stakeholder involvement, stakeholder input, and project outcomes.

#### **Deliverables**

- Draft and final PIP
- Draft and final project sign design
- Project signs (4)
- Draft and final vinyl update sticker designs (4)
- Vinyl update stickers (4)
- Draft and final PI summary

### **Subtask 8.2 Small-Group Stakeholder Interviews**

PBS will hold interviews with small groups of stakeholders (aka “corridor clusters”) whose home, business, property, or organization is located on the corridor. These stakeholders include businesses, residents, residential property owners, and churches. The purpose will be to build relationships, inform them about the project, and consult them on their concerns, early in the project.

#### **Assumptions**

- The Consultant will hold up to five (5) small-groups stakeholder interviews.
- The groups are anticipated to be:
  1. NE 35th Avenue to NE 37th Circle – Businesses/commercial property owners

2. NE 35th Avenue to NE 37th Circle – Residents/residential property owners
  3. NE 37th Circle to NE 43rd Avenue
  4. NE 43rd Avenue to NE Everett Drive
  5. NE Everett Drive to NE 3rd Street
- The Consultant will create five (5) small-group interview lists, pulled from the stakeholder information compiled in Subtask 8.1.
  - The City will perform up to two (2) reviews of the small-group interview lists.
  - The interviews will be conducted by up to one (1) PBS representatives.
  - The interviews will be held in person.
  - Each interview will not exceed one (1) hour.
  - The Consultant and the City will work together to determine the schedule of small-group interviews and their locations based on availability.
  - The City will reserve a City location, up to five (5) locations, and cover any related expenses.
  - The Consultant will create an agenda and materials to use at the interviews.
  - The City will conduct up to two (2) rounds of review on the agenda and materials.
  - The Consultant will create up to five (5) versions of the interview invitation, one for each group.
  - The City will email or print, stuff, and mail the invitations, and handle related expenses.
  - The City will handle correspondence from stakeholders related to the meeting invitation.
  - Over the course of the interview, if individual stakeholders cannot attend the group interview, request additional information, or could benefit from one-on-one follow-up, the Consultant will reach out.
  - This scope allows for up to six (6) one-on-one stakeholder follow-up meetings, scheduled by the Consultant.
  - The stakeholder follow-up meetings will be held on site, if possible, and will not exceed one (1) hour.
  - The Consultant will prepare one (1) formal summary after the conclusion of all meetings.
  - The City will conduct one (1) round of review on interview summary document.

### **Deliverables**

- Draft and final small-group stakeholder interview list, broken into groups
- Draft and final interview invitations (up to 5)
- Draft and final interview schedule
- Draft and final agenda, talking points, materials, and questions
- Draft and final formal summary of all interviews (1 comprehensive document)

### **Subtask 8.3 Technical Advisory Committee (TAC) Sessions**

The Consultant will work with the City to create and convene a TAC made up of representatives from local agencies, partners, organizations, and resources that have a stake in the new design and enhanced function of the corridor. The purpose will be to build relationships, inform them about the project, and gather their concerns and recommendations. To this end, PBS will hold two group sessions.

### **Assumptions:**

- The Consultant will hold two (2) TAC sessions.
- The Consultant will work with the City on a list of potential TAC members, up to 12 individuals.
- Up to two (2) Consultant team staff members will attend each session, in person, for up to two (2) hours.
- The Consultant and the City will work together to determine the schedule of TAC sessions and their locations based on availability.
- The City will reserve a City location for the sessions and cover any related expenses.

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- The City will invite the TAC members to the sessions and handle related expenses.
- The Consultant will provide an agenda and materials for each session.
- The City will handle correspondence from TAC members.
- The City will send the TAC follow-up letter and handle related expenses.
- The Consultant will prepare a TAC summary.
- The City will conduct one (1) round of review on TAC summary.

#### **Deliverables**

- Draft and final TAC list
- Draft and final agenda and materials (2 of each)
- Draft and final TAC summary
- Draft and final TAC follow-up letter

#### **Subtask 8.4 City Council Workshops (2)**

Representatives of the Consultant team will attend a Camas City Council meeting after each of the two TAC activities and before each of the two open houses. They will present on the project's status, review plans for upcoming work, public involvement, communications; respond to questions; engage in discussion as needed; and take direction for future action.

#### **Assumptions**

- Up to three (3) representatives of the Consultant team will attend the Two (2) Council workshops (2 PBS technical staff, 1 KAI staff) for up to two (2) hours.
- The Consultant will prepare a presentation for each Council workshop, and submit to the City ahead of the workshop per City guidelines.
- The Consultant will create workshop summaries based on City comments.
- The City will conduct up to two (2) rounds of review on the PowerPoint presentations and the meeting summaries.

#### **Deliverables**

- PowerPoint presentations in PDF format (3 presentations)

#### **Subtask 8.5 Open Houses (2) and Community Survey (2)**

Building on the success of the Lake-Everett intersection open houses and surveys, our team will engage the public in two community open houses, with community surveys following the first and second event. In this way, we will offer the public multiple ways to both learn about the project, ask questions, and offer their feedback in multiple ways at two key points in the project. After the event, materials will be posted to the project webpage on Engage Camas.

Additionally, after Open House 1 and 2, we will publish a community survey that restates the information provided and asks for feedback.

All materials will be provided in multiple, accessible ways to encourage participation.

#### **Assumptions**

- The Consultant will host two (2) open houses not to exceed two (2) hours at key points in the project.
- The City will be responsible for selecting and securing the venue and covering related costs.



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- All materials will be provided in English.
- The City will conduct up to two (2) rounds of review on all materials.
- The Consultant will create postcards for each open house; the City will determine the recipients, coordinate printing, and handle postage and payment.
- The City will handle all additional event and survey publicity, including newspaper notices/advertisements, press releases, social media, and the Engage Camas website.
- The Consultant will create an event plan, handout, and PowerPoint presentation for each open house.
- The Consultant will design and provide easels and up to four (4) presentation boards per open house.
- Up to four (4) Consultant team representatives will attend the event: two (2) PBS technical staff, one (1) PBS PI Staff, and one (1) KAI staff. Relevant City representatives will attend the event as well.
- The Consultant will provide event supplies, including event signage, sign-in sheets, nametags, comment forms and a comment box, clipboards, flipcharts, easels, and tablecloths, for each open house.
- The Consultant will prepare event summaries after each open house.
- The Consultant will develop two (2) online surveys for the City to post/distribute after the first two open houses. The first will assess the public's priorities for the project, e.g., safety, additional mobility options, and minimizing environmental impact. The second will allow the public to share their input on the alternatives. Results will be reviewed and summarized at the end of each survey period.
- The Consultant will hold a virtual meeting with the City ahead of each open house, not to exceed 30 minutes, to review the event plan.

#### **Deliverables**

- Draft and final event plans and summaries (2)
- Draft and final postcard designs (2)
- Draft and final event handouts (2)
- Draft and final presentation boards (up to 4 per event x 3 events)
- Event supplies, e.g., sign-in sheets, comment forms – (for 2 events)
- Draft and final online surveys and summaries (2)

#### **Contingency Subtask 8.6 Additional Open House (1) and City Council Workshop (1)**

If the City deems it necessary, there could be a need for an additional City Council Workshop and an additional Open House. These tasks are dependent on each other as the presentation created for the Open house is assumed to be the same as the City Council Workshop presentation.

#### **Assumptions**

- Same as 8.4 and 8.5

#### **Deliverables**

- Same as 8.4 and 8.5

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## **CITY DELIVERABLES TO THE CONSULTANT**

### ***City Provided Information***

#### ***Project Coordination***

The City will assist the Consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners and the public. The City will provide staff to meet and discuss the project with the Consultant as needed. The City will provide written comments pertaining to the design submittals.

#### ***Right of Entry Permits***

The City will obtain the right of access to private parcels for all project developments. The Consultant shall coordinate access.

#### ***Pavement Design***

The City will select the pavement type and structural sections based on the pavement recommendation provided by the Consultant.

#### ***Utility List***

The City will provide the Consultant with a list of local contacts for utilities within the project limits. Design and plan preparation for the addition or relocation of utilities within the project limits will be done by others.

#### ***Street Light and Traffic Signal Requirements***

The City will provide the illumination type, the minimum illumination levels and uniformity ratios to be used in the project design. The City will also provide traffic signal design concepts, standards and policies, including traffic interconnect schemes as needed.

EXHIBIT B-2																								
NE Everett Street Corridor (SR-500): Alternative Analysis	PBS Engineering and Environmental (Engineering/Management)																	PBS TOTAL	SUBCONSULTANTS			SUB TOTAL	TOTAL BUDGET AMOUNT	
	ENG-Prncpl	Engineer VIII	Engineer VII	Engineer VI	Engineer V	Engineer I	CAD Manager	CAD I	Survey VI	Survey Crew (2 Person)	UAS Operator	Planning VI	Public Involvement Manager	Public Involvement I	Graphic Artist	Editor II	Admin II		Expense	Traffic	Env/PI/Str			Archaeological
																					Kittelson			WSP
<b>TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION</b>																			31,505.00	11,367.00	0.00	0.00	11,367.00	\$42,872.00
Subtask 1.1: Contract Administration, Invoicing, and Progress Reports				10.00			2.00	4.00									9.00	3,275.00	2,413.00			2,413.00	\$5,688.00	
Subtask 1.2: Meetings		36.00		36.00														13,680.00	7,814.00			7,814.00	\$21,494.00	
Subtask 1.3: Management, Coordination and Direction		18.00		36.00														9,990.00				0.00	\$9,990.00	
Subtask 1.4: Coordination with WSDOT		12.00		12.00														4,560.00	1,140.00			1,140.00	\$5,700.00	
<b>TASK 2 - SURVEY</b>																		19,000.00	0.00	0.00	0.00	0.00	\$19,000.00	
Subtask 2.1: Surveying and Base Map				4.00					30.00	60.00	8.00							19,000.00				0.00	\$19,000.00	
<b>TASK 3: TRAFFIC ENGINEERING</b>																		3,330.00	32,894.00	0.00	0.00	32,894.00	\$36,224.00	
Subtask 3.1: Traffic Analysis Report		2.00		4.00														1,110.00	16,618.00			16,618.00	\$17,728.00	
Subtask 3.2: Intersection Control Analysis – ICA (lite)		2.00		4.00														1,110.00	4,587.00			4,587.00	\$5,697.00	
Task 3.3 - Traffic Simulation video		2.00		4.00														1,110.00	11,689.00			11,689.00	\$12,799.00	
<b>TASK 4: ALTERNATIVE ANALYSIS</b>																		51,320.00	4,167.00	0.00	0.00	4,167.00	\$55,487.00	
Subtask 5.1: Alternative Analysis		24.00	16.00	80.00	80.00	120.00										16.00	51,320.00	4,167.00			4,167.00	\$55,487.00		
<b>TASK 6: ENVIRONMENTAL REVIEW AND DOCUMENTATION</b>																		700.00	0.00	14,439.50	0.00	14,439.50	\$15,139.50	
Subtask 5.1: Environmental Evaluation				4.00														700.00		14,439.50		14,439.50	\$15,139.50	
<b>TASK 6: ENVIRONMENTAL REVIEW AND DOCUMENTATION</b>																		700.00	0.00	0.00	6,046.46	6,046.46	\$6,746.46	
Subtask 6.1: Cultural Resources				4.00														700.00			6,046.46	6,046.46	\$6,746.46	
<b>TASK 7: DESIGN ENGINEERING</b>																		\$28,560.00	4,348.00	0.00	0.00	4,348.00	\$32,908.00	
Subtask 7.1: 20 Percent Design (Preliminary)		8.00	16.00	16.00	40.00	80.00					12.00							25,520.00	2,519.00			2,519.00	\$28,039.00	
Subtask 7.2: QA/QC		8.00		8.00														3,040.00	1,829.00			1,829.00	\$4,869.00	
<b>TASK 8: PUBLIC INVOLVEMENT</b>																		99,915.00	7,410.00	0.00	0.00	7,410.00	\$107,325.00	
Subtask 8.1: Public Involvement Plan and Comprehensive Summary		4.00		9.00								56.00	11.00	18.00				14,325.00				0.00	\$14,325.00	
Subtask 8.2: Small-Group Stakeholder Interviews		4.00		18.00								64.00	21.00	17.00				17,970.00				0.00	\$17,970.00	
Subtask 8.3: Technical Advisory Committee (TAC) Sessions		8.00		14.00														4,090.00	1,710.00			1,710.00	\$5,800.00	
Subtask 8.4: City Council Workshops (2)		18.00		18.00								12.00						8,760.00	760.00			760.00	\$9,520.00	
Subtask 8.5: Open Houses (2) and Community Survey (2)		20.00		48.00								84.00	26.00	70.00			3,000.00	38,980.00	3,040.00			3,040.00	\$42,020.00	
Contingency Subtask 8.6: Additional Open House (1) and City Council Workshop (1)		10.00		24.00								28.00	14.00	30.00			500.00	15,790.00	1,900.00			1,900.00	\$17,690.00	
Reimbursable Expenses																		0.00	3,176.00	0.00	0.00	3,176.00	\$3,176.00	
Copies																		0.00	3,176.00			3,176.00	\$3,176.00	
Expenses																		0.00				0.00	\$0.00	
Travel																		0.00				0.00	\$0.00	
<b>TOTAL HOURS</b>	0.00	176.00	32.00	353.00	120.00	200.00	2.00	4.00	30.00	60.00	8.00	12.00	244.00	72.00	135.00	16.00	9.00							
<b>MAX HOURLY RATES</b>	240.00	205.00	190.00	175.00	163.00	120.00	135.00	100.00	160.00	205.00	150.00	160.00	160.00	90.00	110.00	120.00	95.00							
<b>TOTAL DOLLARS</b>	\$ -	\$ 36,080.00	\$ 6,080.00	\$ 61,775.00	\$ 19,560.00	\$ 24,000.00	\$ 270.00	\$ 400.00	\$ 4,800.00	\$ 12,300.00	\$ 1,200.00	\$ 1,920.00	\$ 39,040.00	\$ 6,480.00	\$ 14,850.00	\$ 1,920.00	\$ 855.00	\$ 3,500.00	\$ 235,030.00	\$ 63,362.00	\$ 14,439.50	\$ 6,046.46	\$ 83,847.96	\$ 318,877.96

**EXHIBIT "B"**  
**CONSULTANT BILLING RATES**



Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

## PROFESSIONAL TECHNICAL STAFF

### ENGINEERING/SURVEYING

Engineering Technician.....	100.00	Design Technician IV.....	135.00	Landscape/Planning I.....	90.00
Engineering Staff I.....	120.00	Engineering Geologist I.....	135.00	Landscape/Planning II.....	100.00
Engineering Staff II.....	130.00	Engineering Geologist II.....	155.00	Landscape/Planning III.....	110.00
Engineering Staff III.....	142.00	Survey I.....	95.00	Landscape/Planning IV.....	125.00
Engineer IV.....	152.00	Survey II.....	115.00	Landscape/Planning V.....	140.00
Engineer V.....	163.00	Survey III.....	120.00	Landscape/Planning VI.....	160.00
Engineer VI.....	175.00	Survey IV.....	130.00	Construction Inspector I.....	100.00
Engineer VII.....	190.00	Survey V.....	145.00	Construction Inspector II.....	110.00
Engineer VIII.....	205.00	Survey VI.....	160.00	Construction Inspector III.....	125.00
Principal Engineer.....	240.00	Survey VII.....	180.00	Construction Inspector IV.....	135.00
Design Technician I.....	110.00	Survey 1-Person Crew.....	150.00	Construction Inspector V.....	145.00
Design Technician II.....	120.00	Survey 2-Person Crew.....	205.00	Construction Inspector VI.....	160.00
Design Technician III.....	125.00	Unmanned Aerial Sys Operator.....	150.00		

### ENVIRONMENTAL

Field Technician I.....	80.00	Principal Scientist/Planner.....	210.00	Sr. Geologist/Hydrogeologist I.....	140.00
Field Technician II.....	95.00	Staff Env./Regulatory Specialist.....	100.00	Sr. Geologist/Hydrogeologist II.....	160.00
Field Scientist/Planner.....	85.00	Project Env./Regulatory Specialist.....	125.00	Sr. Geologist/Hydrogeologist III.....	180.00
Staff Scientist/Planner I.....	90.00	Sr. Env./Regulatory Specialist.....	150.00	Prin. Geologist/Hydrogeologist.....	210.00
Staff Scientist/Planner II.....	100.00	Project Env. Compliance Monitor.....	125.00	Project Manager (Env).....	125.00
Project Scientist/Planner I.....	115.00	Sr. Env. Compliance Monitor.....	130.00	Sr. Project Manager I.....	135.00
Project Scientist/Planner II.....	120.00	Staff Geologist I.....	90.00	Sr. Project Manager II.....	145.00
Project Scientist/Planner III.....	130.00	Staff Geologist II.....	100.00	Sr. Project Manager III.....	160.00
Sr. Scientist/Planner I.....	155.00	Project Geologist/Hydrogeologist I.....	110.00	Sr. Project Manager IV.....	170.00
Sr. Scientist/Planner II.....	165.00	Project Geologist/Hydrogeologist II.....	125.00	Sr. Project Manager V.....	180.00

### INDUSTRIAL HYGIENE

Industrial Hygienist/Monitor.....	85.00	Sr. Industrial Hygienist II.....	155.00
Industrial Hygienist/AHERA Inspector I.....	95.00	Trainer/Safety Specialist.....	125.00
Industrial Hygienist/AHERA Inspector II.....	110.00	Project Designer/Planner.....	115.00
Certified Industrial Hygienist I.....	135.00	Project Manager (IH).....	125.00
Certified Industrial Hygienist II.....	170.00	Sr. Project Manager (IH).....	145.00
Sr. Industrial Hygienist I.....	145.00	Principal – Industrial Hygiene.....	205.00

## TECHNICAL SUPPORT STAFF

Administration I.....	85.00	CAD/MicroStation Tech II.....	110.00	Public Involvement I.....	90.00
Administration II.....	95.00	CAD Manager.....	135.00	Public Involvement II.....	105.00
Administration III.....	105.00	Writer/Editor I.....	105.00	Public Involvement III.....	120.00
Project Administrator I.....	90.00	Writer/Editor II.....	120.00	Public Involvement IV.....	140.00
Project Administrator II.....	100.00	Graphic Artist.....	110.00	Public Involvement Manager.....	160.00
Project Administrator III.....	110.00	IT/Database Management.....	120.00		
Project Administrator IV.....	120.00	GIS Analyst.....	130.00		
CAD/MicroStation Tech I.....	100.00	Grant Writer.....	140.00		

Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.  
Court and arbitration time may be charged at two times the above rate.

**EXHIBIT “C”**  
**TITLE VI ASSURANCES**

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

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

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

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

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

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

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

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



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

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

**Pertinent Non-Discrimination Authorities:**

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

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



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607

**Project No. P1018**

**UPPER LACAMAS LAKE DAM GATE REPLACEMENT**

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Stantec**, 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 **Upper Lacamas Lake Dam Gate Replacement Project**.
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 **June 30, 2023**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$85,830.00**, 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 "B"**.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

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

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

8. Consultant's Liability Insurance.
  - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
  - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
    1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
    2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial

General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent 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.
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 "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** 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. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
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 full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the 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:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
  4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the 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 City.
  - 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 City 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:  
 Will Noonan  
 City of Camas  
 616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607  
 PH: 360-817-7983  
 EMAIL: [wnoonan@cityofcamas.us](mailto:wnoonan@cityofcamas.us)

Notices to Consultant shall be sent to the following address:

Dick Talley, PE  
 Stantec  
 601 SW Second Avenue, Suite 1400  
 Portland, OR 97204  
 PH: 503-220-5423  
 EMAIL: [richard.talley@stantec.com](mailto:richard.talley@stantec.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. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF CAMAS:

STANTEC:  
*Authorized Representative*

By \_\_\_\_\_

DocuSigned by:  
*Richard Talley*  
By \_\_\_\_\_  
5499BC984C6A496...

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

Print Name Richard Talley

Title \_\_\_\_\_

Title Vice President

Date 6/29/2022



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

# **Upper Lacamas Dam Gate Replacement Project**

## **Exhibit "A"**

### **Scope of Services**

#### **Background and Understanding**

Lacamas and Round Lake is located east of NE Everett St and NW Lake Rd in Camas, Washington. These lakes are impounded by two concrete gravity dams near the south shore, generally referred to as the Upper Dam and Lower Dam. The Upper Dam has a Low-Level Outlet (LLO) sluice gate, four timber spillway gates, and an uncontrolled emergency spillway. The spillway gates are operated from a single drive, that has a selector lever to choose which gate operates. The Lower Dam has a single LLO valve. All are manually operated from the respective dam crests, which are currently open to the public as they are part of the trail system.

The dams fall under the jurisdiction of the Washington Department of Ecology Dam Safety Division. Stantec performed the most recent annual inspection in September of 2021 and developed several dam safety recommendations as a result of the inspection. One recommendation was related to the four timber spillway gates at the Upper Dam which showed signs of decay and corrosion of carbon steel hardware. It was recommended that these noted items be replaced to prolong the life of these gates.

The City has requested that Stantec provide a preliminary design for total gate replacement that will ensure minimal maintenance, reduce leakage, and provide an extended service-life. Additionally, the City has requested that Stantec develop options to automate operation of all gates and the valve located on the Upper Dam and Lower Dam.

Stantec has prepared the following scope of services to accomplish the aforementioned goals and objectives and further has determined the following tasks are necessary to complete the work

- Task 1 – Upper Dam Spillway Gate Replacement Preliminary Design
- Task 2 – Gate and Valve Automation Evaluation and Report
- Task 3 - 2022 Annual Dam Safety Inspection
- Task 4 - Project Management

# Upper Lacamas Dam Gate Replacement Project

## Exhibit "A"

### Scope of Services

#### 1.0 Task 1 – Upper Dam Spillway Gate Replacement Preliminary Design

##### 1.1 Task Specific Objective

Develop a preliminary (15%) design for replacement of the existing timber spillway gates at Upper Dam utilizing stainless steel and/or aluminum materials and provide a Class 4 American Association of Cost Engineers (AACE) Opinion of Probable Construction Costs (OPCC).

##### 1.2 Task Specific Services and Assumptions

- A. Stantec will provide a replacement gate preliminary design for the four approximately 7' wide x 6.5' tall timber gates in accordance with US Army Corp of Engineer's (USACOE) criteria. Material will be comprised of either stainless steel or aluminum with stainless steel anchorage. The gate design will include new sill beams and gate guides to be anchored into the existing concrete structure. This gate design will assume the existing gate hoists are to be reused and therefore the design must accommodate the current rack and pinion system.
- B. Demolition of the existing gate and associated hardware will be included in the cost estimate, although a drawing will not be provided.
- C. No review or preliminary design services are expected on the spillway itself or the low-level outlet sluice gate on the Upper Dam.
- D. No review or preliminary design services are expected on the Lower Dam low-level outlet gate.
- E. City will grant notice to proceed to Stantec on or before July 1, 2022.
- F. Upon completion of a draft version of the preliminary design package, design report and OPCC, Stantec will provide the City the following listed electronic versions of the deliverables by email.
- G. Following the submittal of the deliverables, Stantec will host a Teams meeting for purposes of reviewing the deliverables, alternatives and recommendations of the design report with City Representatives. The outcome of the meeting will be to affirm the recommendations and to select the preferred alternative that will be advanced into detailed design, bidding and construction later in 2022 and early 2023.

# Upper Lacamas Dam Gate Replacement Project

## Exhibit "A"

### Scope of Services

#### 1.3 Task Specific Deliverables

- A. 15% Design Drawings
- B. AACE Class 4 OPCC

#### 1.4 Task Specific Period of Performance

- A. Preliminary gate design package - September 2, 2022
- B. Class 4 OPCC - September 2, 2022
- C. Review Workshop by Teams - September 9, 2022

### 2.0 Task 2 – Gate and Valve Automation Evaluation and Report

#### 2.1 Task Specific Objective

Develop preliminary (15%) design of hoists and actuators for the automation of

- A. Upper Dam spillway gates (4)
- B. Upper Dam low level outlet (LLO) gate, and
- C. Lower Dam low level outlet (LLO) valve.

For the electrical design, two (2) alternatives will be presented for consideration as follows:

##### Alternative 1

Local operation, via electrical actuators for push button control, of each of the Upper Dam spillway gates (4) and the Upper Dam LLO gate. Local electrical operation, via electrical actuators for push button control, of the LLO gate at the lower dam.

##### Alternative 2

Both local and remote operation of the Upper Dam and Lower Dam spillway and LLO gates. The remote control will be via a control cabinet located at the Upper Dam at a location selected by the City with an HMI touchscreen to allow control of all of the gates.

## Upper Lacamas Dam Gate Replacement Project

### Exhibit "A"

### Scope of Services

#### 2.2 Task Specific Services and Assumptions

- A. Design of the hoists and actuators for the automation of gates and valves will be preliminary design to 15% for purposes of developing an OPCC for each alternative.
- B. Two (2) new 12.47kV – 480V transformers will be provided by the local utility for 480V power. One (1) Distribution Transformer for the Upper Dam and one (1) for the Lower Dam.
- C. For Alternative 2, the communication network will be distributed via fiber optic cable.
- D. It is assumed that facility/site drawings do not exist and will have to be developed to provide scaled drawings for each dam (Upper and Lower) and the general area of the facility for the local power distribution. It is assumed that a Google Earth base map will be sufficient for purposes of determining site layout, approximate distances and arrangement of features.
- E. An Alternative Analysis Report will be developed that describes the purpose and intent of the valve/gate control, the alternatives for both remote and local control features, Preliminary (15%) drawings and a AACE Class 4 OPCC for each option.
- F. Upon completion of a draft version of the Alternative Analysis Report, drawings and OPCC, Stantec will provide the City the following listed electronic versions of the deliverables by email.
- G. Following, Stantec will host a Teams meeting for purposes of reviewing the deliverables, alternatives and recommendations of the report with City Representatives. The outcome of the meeting will be to affirm the recommendations and to select the preferred alternative that will be advanced into detailed design, bidding and construction later in 2022 and early 2023.

#### 2.3 Task Specific Deliverables

- A. Alternative Analysis Report
- B. 15% Design Drawings
  - a. Upper Dam Spillway Gate – Hoist Layout
  - b. Upper Dam Low Level Outlet Gate – Actuator Layout
  - c. Lower Dam Low Level Outlet Valve - Actuator
  - d. Facility Plan and Overhead Line Distribution
  - e. Upper Dam and Lower Dam Detail Plan – Alternative 1
  - f. Upper Dam and Lower Dam Detail Plan – Alternative 2
  - g. Power One-Line Diagram for both Alternatives
  - h. Network Communication Diagram – Alternative 2
- C. AACE Class 4 OPCC

# Upper Lacomas Dam Gate Replacement Project

## Exhibit "A"

### Scope of Services

#### 2.4 Task Specific Period of Performance

- |                                 |   |                   |
|---------------------------------|---|-------------------|
| A. Alternatives Analysis Report | - | September 2, 2022 |
| B. 15% Design Drawings          | - | September 2, 2022 |
| C. Class 4 OPCC                 | - | September 2, 2022 |
| D. Review Workshop              | - | September 9, 2022 |

### 3.0 Task 3 - 2022 Annual Dam Safety Inspection

#### 3.1 Task Specific Objectives:

This is a three-part task, consisting of our initial meeting with the City, our preparation for the field inspection and the field inspection itself. The specific objectives of the task are:

- A. Open and clear communication with the City, such that Stantec fully understands the goals of the inspection, and to share with the City any preliminary findings from the information review that may alter the focus of the inspection;
- B. Pre-inspection preparation for the inspection to promote a thorough and efficient inspection during the time on-site. Stantec will prepare custom pre-printed inspection checklists that will capture specific City points of interest as well as any features of interest stemming from the information review;
- C. Performance of a safe, efficient, and thorough field inspection of the dams and the appurtenant features. The items identified on the pre-printed checklists will be inspected as well as any other observations deemed to be pertinent to our inspection team. Items requiring repair will be identified.

#### 3.2 Task Specific Services and Assumptions:

- A. Field Inspection - Stantec has allocated one full day for two professional engineers to walk the site and conduct a non-invasive inspection. We have assumed that the City will arrange for full site access. Our level of effort has assumed that the inspection will be limited to areas with access provided by the City. Areas not inspected due to access issues will be

## **Upper Lacamas Dam Gate Replacement Project Exhibit "A" Scope of Services**

documented in the final report. This inspection will not include any drilling, sampling, or materials testing of the dam or foundation materials, and does not include any in-situ destructive or non-destructive testing.

- B. Inspection Summary - Stantec will prepare a field observation and inspection summary along with completed inspection checklists and identification of items requiring repair. These documents will be used to prepare the reports identified below.
- C. Draft Report - the draft report will include the findings from the field inspection and Stantec's overall assessment of the condition of the dams. A draft will be provided to the City for review and comment. If necessary, a teleconference with the City can be scheduled to address specific questions from the inspection that the City may have.
- D. Final Report - Stantec will modify the draft report as appropriate in response to City comments. The Final report will be prepared in general compliance with Ecology's Dame Safety Guidelines.
- E. Professional judgments presented in the final report will be based partly on the evaluation of technical information gathered and on Stantec's understanding of the characteristics of the dams. Stantec does not guarantee the performance of the dams in any respect, only that our engineering work and judgments rendered meet the standard of care of our profession.
- F. The opinions and recommendations contained in this Report are dependent on the accuracy, completeness, and correctness of the data, documents, and other information provided by the City or other third parties noted in the report, whether provided in writing or orally ("Information"). Information may include information and documents relating to the facility, personnel, systems, equipment, protocols, procedures and policies and the compliance by City employees, subcontractors and others

## Upper Lacamas Dam Gate Replacement Project Exhibit "A" Scope of Services

with such requirements. If any of the Information is inaccurate, incomplete or incorrect, the opinions and recommendations of Stantec contained in the Report cannot be relied upon by the City.

G. Stantec's opinions and recommendations are provided based on assessment of the facility as of the date of this report based on the available information and our surface observations. If changes to existing conditions should occur, analysis, opinions, and recommendations by Stantec may no longer be valid and should not be relied upon.

H. The field inspection is scheduled for September 2022.

### **3.3 Task Specific Deliverables:**

Stantec will deliver the following:

- A. PDF Draft Report transmitted via e-mail
- B. PDF Final Report transmitted via e-mail

### **3.4 Period of Performance**

A. Stantec will begin work by preparing for the field inspection a few days prior to the planned inspection. The inspection is scheduled for September 2022 to coincide with a planned drawdown of the reservoir. Stantec will have the draft report to the City within 10 calendar days of the inspections. The final report will be presented to the City within 3 full working days of receiving comments from the City and resolving any questions.



# Upper Lacamas Dam Gate Replacement Project

## Exhibit "A"

### Scope of Services

#### 4.0 Task 4 - Project Management

##### 4.1 Task Specific Objectives:

The purpose of this task is to provide the administrative, quality assurance/quality control (QA/QC), and financial/schedule management activities associated with performing and completing the project. This task also includes maintaining clear communication with the City to deliver the project.

##### 4.2 Task Specific Assumptions:

- A. Only those deliverables listed herein shall be required to be provided to the City.

##### 4.3 Subtasks:

- A. Develop Brief Project Management Plan

Stantec will set up the project and prepare a Project Implementation Plan (PIP). The PIP describes how Stantec will manage cost, scope, and schedule; establishes lines of communication and team member roles; and helps to define how the project will be managed. Components of the PIP consist of the following:

1. Project Schedule

A project schedule will be developed and maintained Microsoft Project scheduling software to monitor overall progress of the project.

2. QA/QC Plan

Stantec will prepare a project QA/QC plan, which defines reviews to be conducted for all Stantec's deliverables and the roles and responsibilities of QA/QC team members.

3. Staffing Plan

Stantec will prepare a level of effort summary that assigns personnel to individual activities and monitors planned

## Upper Lacamas Dam Gate Replacement Project Exhibit "A" Scope of Services

versus actual hours to complete activities and milestone completions.

### B. Invoicing and Scope Management

Invoices will be submitted on a monthly basis. On each monthly invoice, Stantec will provide task and subtask breakdown of cost and hours worked per staff person. Stantec will provide percent spent/complete for each task and subtask. Stantec will include monthly project status report with each submitted invoice, including an updated project schedule.

### **4.4 Task Specific Deliverables:**

#### A. Invoices

1. Invoices will be submitted for payment monthly in PDF format. Invoice shall provide breakdown of cost and hours worked per staff person and percent spent/complete for each task and subtask.

#### B. Schedule updates

1. Submitted monthly with invoice in PDF format.

#### C. Project Status Report

1. Submitted monthly with invoice in PDF format.

**EXHIBIT "B"**  
**COSTS FOR SCOPE OF SERVICES**

## Upper Lacamas Dam Gate Replacement Project Exhibit "B" Cost of Work

Compensation for this Scope of Work will be in accordance with the Agreement for Engineering Services on a time and materials basis utilizing the labor rate schedule shown in Table 2. The compensation shall be subjected to a not-to-exceed total fee of **\$85,830.00** for Tasks 1 through 4 only without further written authorization. See Table 1 for a breakdown of budgeted engineering fees by task.

**Table 1: Budgeted Engineering Fees by Task**

Task	Hours	Labor Fee	ODC's	Total Fees
Task 1 – Upper Dam Spillway Gate Replacement Preliminary Design	52	\$ 11,600	\$300	\$11,900
Task 2 – Gates and Valve Automation Evaluation and Report	272	\$57,600	\$600	\$58,200
Task 3 - 2022 Annual Dam Safety Inspection	52	\$11,050	\$1,300	\$12,350
Task 4 – Project Management	22	\$3,380	---	\$3,380
<b>Total Tasks 1 through 4</b>	<b>398</b>	<b>\$83,630</b>	<b>\$2,200</b>	<b>\$85,830</b>

See Table 2 for Hourly Rates and Charges

**Table 2: Professional Services Hourly Fee Schedule**

Labor Classification	Project Hourly Rate
Accounting/Admin	\$ 110
Deputy Project Manager	\$ 150
Project Manager	\$ 250
Designer 1	\$ 125
Designer 2	\$ 140
Associate Project Engineer	\$ 150
Project Engineer	\$ 180
Senior Project Engineer/Cost Estimator	\$ 200
Discipline Lead	\$ 225
Principal/Subject Matter Expert	\$ 250

## Upper Lacamas Dam Gate Replacement Project Exhibit "B" Cost of Work

The above hourly rates are effective through December 31, 2022. Rates will be adjusted annually based on indices recognized by the City. See Table 3 for Other Direct Project Costs (ODC).

**Table 3: Other Direct Project Costs Schedule**

ODC	Project Billing Rates
Subconsultants	At Cost plus 10%
Travel (Lodging, rental cars only)	At Cost plus 10%
Computer Aided Design (CAD)	Included in the Project Hourly Billing Rates
General Service Administration (G&A)	Included in the Project Hourly Billing Rates
Vehicle Mileage	Current IRS Rate plus 10%
Employee Expenses (meals, associated project costs, etc.)	Included in the Project Hourly Billing Rates
Health, Safety, and Equipment	Included in the Project Hourly Billing Rates

**EXHIBIT "C"**  
**TITLE VI ASSURANCES**

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

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

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

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

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

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

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

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



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

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

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
  - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



# Staff Report

August 1, 2022 Council Regular Meeting

Police Officer Hiring Bonus Policy

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

**BACKGROUND:** This topic was presented at the July 18 workshop for Council consideration.

In the current labor market, hiring police officers has become extremely competitive. Some agencies are providing hiring bonuses as an incentive to attract new employees and the city would like to provide this benefit for new hires.

**SUMMARY:** In recent years, the ability to hire police officers has become more difficult. Agencies have started providing hiring bonuses to attract and compete for talented individuals who are considering the profession, or already in it, but would like to move to a different agency. Many cities in the State are providing hiring bonuses, and most of the entities in our geographic area are as well.

The proposed policy provides a bonus of \$10,000 for entry-level and \$30,000 for lateral police officer hires. The amount would be paid out over time as outlined in the policy.

**EQUITY CONSIDERATIONS:**

**What are the desired results and outcomes for this agenda item?** The desired result is to be competitive in the labor market when hiring for police officers.

**What's the data? What does the data tell us?** The data from comparable entities shows that the proposed bonus structure is appropriate.

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

**Who will benefit from, or be burdened by this agenda item?** The city will benefit by attracting candidates and being competitive in the marketplace. The ability to hire officers increases citizen safety in Camas and helps keep staffing levels full in the department.

**What are the strategies to mitigate any unintended consequences?** One unintended consequence could be employees choosing to move between agencies to collect the bonuses. The employees in this group receive some lateral consideration on salary, leave accrual and

longevity, as well as matching deferred compensation, which can help toward employee retention. The ability to build seniority at one agency is also a motivating factor to stay.

Additionally, other areas of the city could potentially benefit from hiring bonuses as we have some other positions that are difficult to fill.

***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)?*** There could be requests in other departments for hiring bonuses for hard to fill positions. The city is also looking at ways to attract top candidates for all departments and how to retain employees, including providing competitive pay, leave accruals and other benefits.

Current police department employees may wish to see retention bonuses as well. Staff is looking at all possible options for the city but at this point have only data related to police officer hiring.

***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?***  
N/A

**BUDGET IMPACT:** 2022 impact is estimated to be between \$12k-22k, depending on if the new hires are entry level or lateral officers. The cost per year will depend on number of employees hired, when hired and type of hire.

**RECOMMENDATION:** Staff recommends Council adoption of the policy.

## City of Camas Police Officer Hiring Bonus Policy

To help improve our police officer recruitment efforts, the Camas Police Department has implemented a new financial hiring incentive for entry level and lateral police applicants.

Effective for all new hires to the department after June 1, 2022, the City will offer the following monetary incentives to newly hired police officers.

### Entry Level Police Officers: up to \$10,000

A candidate receiving the Entry Level Bonus will be paid on the following schedule:

- \$3,000 - first paycheck after hire
- \$7,000 - successful completion of CJTC, FTO and probationary period

### Lateral Police Officers: up to \$30,000 for a five-year commitment

A candidate receiving the Lateral Bonus will be paid on the following schedule:

- \$8,000 - first paycheck after hire
- \$3,500 - completion of probationary period
- \$3,500 - completion of two years
- \$3,500 - completion of three years
- \$3,500 - completion of four years
- \$8,000 - completion of five years

If a candidate does not successfully complete their probationary period, they will be terminated from employment and disqualified from further bonus payments.

If a candidate leaves the City for any reason, they will not receive any further bonus payments.

Former Camas police officers are eligible to receive this incentive only if they resigned or retired from the agency in good standing and have been separated from service for more than 24 months.

Hiring bonuses are taxable income to the employee and must be added to the employee's compensation in the year in which they are paid. All applicable payroll taxes will be deducted.

This incentive program may be modified or discontinued at any time at the discretion of the City.

ORDINANCE NO. 22-012

AN ORDINANCE amending Section 9.36.010 of the Camas Municipal Code to adopt by reference all offenses under Chapter 7.105 RCW.

The Council of the City of Camas do ordain as follows:

Section I

Section 9.36.010 of the Camas Municipal Code is amended to add a section of the Revised Code of Washington as adopted by the City of Camas by reference as follows:

9.36.010(A)(154). All Chapter 7.105 offenses as adopted or as hereinafter amended, for which the penalty is either a misdemeanor or gross misdemeanor.

Section II

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

PASSED BY the Council and APPROVED by the Mayor this 1<sup>st</sup> day of August, 2022.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

ORDINANCE NO. 22-012

AN ORDINANCE amending Section 9.36.010 of the Camas Municipal Code to adopt by reference all offenses under Chapter 7.105 RCW.

The Council of the City of Camas do ordain as follows:

Section I

Section 9.36.010 of the Camas Municipal Code is amended to add a section of the Revised Code of Washington as adopted by the City of Camas by reference as follows:

9.36.010(A)(154). All Chapter 7.105 offenses as adopted or as hereinafter amended, for which the penalty is either a misdemeanor or gross misdemeanor.

Section II


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

PASSED BY the Council and APPROVED by the Mayor this 1<sup>st</sup> day of August, 2022.

SIGNED:   
Mayor

ATTEST:   
Clerk

APPROVED as to form:

  
City Attorney