



## City Council Regular Meeting Agenda Monday, September 18, 2023, 7:00 PM Council Chambers, 616 NE 4th AVE

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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 observe the meeting** (no public comment ability) - go to [www.cityofcamas.us/meetings](http://www.cityofcamas.us/meetings) and click "Watch Livestream" (left on page)

**To participate in the meeting** (able to public comment)

- go to <https://us06web.zoom.us/j/88544014593> (public comments may be submitted to [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us))

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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.

### CONSENT AGENDA

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

1. [September 5, 2023 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [Parks and Open Space Management Plan: Approval of DNR Grant Agreement and GreenWorks Professional Services Agreement \(Trang Lam, Parks and Recreation Director\)](#)
4. [Louis Bloch Park Bleachers and ADA Improvements Final Acceptance \(Submitted by James Carothers, Engineering Manager\)](#)

### NON-AGENDA ITEMS

5. Staff
6. Council

### MAYOR

7. Mayor Announcements

## **MEETING ITEMS**

8. [Goodwin & 28<sup>th</sup> Annexation – 10% Notice of Intent](#)  
[Presenter: Robert Maul, Planning Manager](#)  
Time Estimate: 20 Minutes
9. [Resolution No. 23-008 Civility and Belonging](#)  
[Presenter: Council Members Marilyn Boerke, Bonnie Carter, and Leslie Lewallen](#)  
[Time Estimate: 10 Minutes](#)

## **PUBLIC COMMENTS**

## **CLOSE OF MEETING**



**City Council Workshop Meeting Minutes\_DRAFT**  
**Tuesday, September 05, 2023, 4:30 PM**  
**Council Chambers, 616 NE 4th AVE**

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*NOTE: Please see the published agenda packet for 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 Bonnie Carter, Don Chaney, Tim Hein, John Nohr, Jennifer Senescu and Leslie Lewallen (Lewallen joined at 5:54 p.m.)

Excused: Marilyn Boerke

Staff: Sydney Baker, Carrie Davis, Shaun Ford, Cliff Free, Jennifer Gorsuch, Michelle Jackson, Tina Jones, Trang Lam, Alan Peters, Doug Quinn, Bryan Rachal, Connie Urquhart, Steve Wall, Cathy Huber Nickerson

Press: No members from the press attended.

**PUBLIC COMMENTS**

No one from the public commented.

**WORKSHOP TOPICS**

1. Parks and Open Space Management Plan – DNR Grant Agreement and GreenWorks PSA, Trang Lam, Parks and Recreation Director

This item will be placed on the September 18, 2023 Council Regular Meeting Consent Agenda for Council's consideration.

2. Presentation – Clark County Solid Waste System Study, Steve Wall, Public Works Director

This item was for Council's information only.

3. Presentation – Water and Sewer Utility Rate Analysis (2024-2028), Steve Wall, Public Works Director and Sergey Tarasov, FCS Group

Tarasov and Wall provided an overview of the Water and Sewer Utility Rate Analysis. Discussion ensued. This item was for Council's information only.

4. Presentation – City of Camas 2023-2024 Revenue Forecast, Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the 2023-2024 Revenue Forecast. Due to time constraints, Huber Nickerson presented briefly and then the Mayor, with Council's consensus, moved the remainder of the presentation to the top of the Regular Meeting Agenda. This item was for Council's information only.

5. Staff Miscellaneous Updates, Doug Quinn, City Administrator

Due to time constraints and with the Council's consensus, the Mayor moved Staff Comments to the Regular Meeting Agenda.

## **COUNCIL COMMENTS AND REPORTS**

Due to time constraints and with Council consensus, Mayor Hogan moved Council and Staff comments and updates to the Regular Meeting Agenda.

## **PUBLIC COMMENTS**

Cassi Marshall, Camas, commented on the tree canopy, ivy removal, Lacamas Lake clean-up event, Port of Camas Washougal's community solar event and the opening of Eagle View Park in Washougal.

Dee Voltagio, Camas, commented on water conservation.

## **CLOSE OF MEETING**

The meeting closed at 6:30 p.m.



**City Council Regular Meeting Minutes\_DRAFT**  
**Tuesday, September 05, 2023, 7:00 PM**  
**Council Chambers, 616 NE 4th AVE**

*NOTE: Please see the published agenda packet for item file attachments*

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

Excused: Council Member Marilyn Boerke

Staff: James Carothers, Sydney Baker, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Tina Jones, Trang Lam, Shawn MacPherson, Alan Peters, Doug Quinn, Bryan Rachal, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

**PUBLIC COMMENTS**

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

No one from the public commented.

**WORKSHOP TOPICS CONTINUED**

*Due to time constraints and with the Council's consensus, the Mayor moved the remainder of **Workshop Meeting Topic Number 4** to the Regular Meeting. **Council Comments and Staff Comments** were also moved to the Regular Meeting.*

4. *Presentation continued* – City of Camas 2023-2024 Revenue Forecast  
 Presenter: Cathy Huber Nickerson, Finance Director

This information was for Council's information only.

**CONSENT AGENDA**

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

1. August 21, 2023 Camas City Council Regular and Workshop Meeting Minutes

2. \$741,115.28 Automated Clearing House and Claim Checks Numbered 155496 - 155602 and Automated Clearing House Deposits numbered 700099 - 700123
3. Addendum to Agreement for School Resource Officer (SRO) Services (Submitted by Tina Jones, Chief of Police)
4. \$66,852.27 Arroyo Cap II-1, LLC Park Impact Fee (PIF) Credits for CJ Dens Phase 1 T-3 Trail Construction (Submitted by James Carothers, Engineering Manager)

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

## **NON-AGENDA ITEMS**

5. Staff

Quinn commented on Solar Project East, Lacamas Lake drawdown.

Wall commented on 38<sup>th</sup> Avenue grant funding, Lacamas Lake Cleanup Day on September 30<sup>th</sup>, the proposed Lake Management Plan Special Meeting, the PFAS paper notice and electronic communication, quarterly Well 13 updates and annual well testing for all other wells.

6. Council

Carter commented on the date change of the Ward 2 Town Hall Meeting to Saturday, September 23<sup>rd</sup>, thanked Director Lam for inviting her to meet the public at the Movies in the Park event, encouraged Council to watch the video of the latest Joint Policy Advisory Committee (JPAC) Meeting, Accessory Dwelling Units, House Bill 1110 and the Larch Mountain closure. Carter asked for and received consensus from Council to consider passing a resolution or sending a letter to the Governor in support of keeping the facility open.

Hein thanked Chief Jones, commented on 38<sup>th</sup> Avenue grant funding, the Ward 2 Town Hall event and topics, the Joint Policy Advisory Committee, the September First Friday honoring Camas citizen, Marquita Call and a request from constituent's for an updated fireworks policy, education, and intervention.

Chaney commented on Council's fireworks policy change request by Council Member Hein and suggested Council get together to discuss further, thanked Leslie for mentioning Marquita Call, commented on the Joint Policy Advisory Committee meetings and the Inner Local Agreement Amendment.

Lewallen commented on the Regional Transportation Council, Larch Mountain closure, First Friday.

Nohr thanked Director Lam for the Movies in the Park event, commented on sidewalks in Camas, the Joint Policy Advisory Committee and First Friday.

Senescu commented on homelessness, the "Slow" signage on 3<sup>rd</sup> Avenue, pool meeting with Director Lam and sidewalks on Forest Home Road.

## **MAYOR**

### 7. Mayor Announcements

Hogan commented on the fireworks discussion.

### 8. Constitution Week Proclamation

### 9. National Hispanic Heritage Month Proclamation

### 10. Suicide Prevention Awareness Month Proclamation

## **MEETING ITEMS**

11. Resolution 23-007 New Position in the Information Technology Department, Jennifer Gorsuch, Administrative Services Director

**It was moved by Nohr, and seconded, that Resolution No. 23-007 Creating the IT System Administrator Position be adopted. The motion carried unanimously.**

## **PUBLIC COMMENTS**

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

No one from the public commented.

## **CLOSE OF MEETING**

Mayor Steve Hogan closed the meeting at 8:18 p.m.



**INTERAGENCY AGREEMENT**  
**DEPARTMENT OF NATURAL RESOURCES (DNR)**  
**Urban and Community Forestry**  
**NO. 93-106001**

PI: 248

Funding Source: State

Grant Funded: ☐ Yes ☒ No

OMWBE: ☐ Small Business ☐ Veteran Owned ☒ Not Applicable

Procurement method: ☒ Exempt DES Policy DES-140-00 Section 5., Item 2. Exceptions to the competitive solicitation requirement, listed under RCW 39.26.125, RCW 39.26.125(10)

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR or Agency, and the below named firm, hereinafter referred to as City of Camas or Contractor.

DNR and City of Camas enter into this Agreement under Chapter 39.34, Interlocal Cooperation Act.

City of Camas

616 NE 4th Avenue

Camas, WA 98607

**Phone:** 360-817-7037

**Email:** lamt@cityofcamas.us

**WA State UBI Number:** 062-000-007

**Federal Taxpayer Identification Number:** 91-6001233

**Statewide Vendor # (SWV):** SWV0016796



## IT IS MUTUALLY AGREED THAT:

**1.0 Purpose.** The purpose of this Agreement is to support improvement of urban forest management practices in the City of Camas, WA. Activities include, but are not limited to, urban tree canopy analysis, tree inventory, audits of ordinances and policies, community engagement, and staff training.

**2.0 Scope of Work.** The City of Camas shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Exhibit A – Scope of Work/Deliverables.

Technical assistance will be for trees growing on public lands including street rights of way, public parks, public facilities, and community natural areas. All technical assistance provided will be performed by an arborist certified by the International Society of Arboriculture, or an individual with the ability to become certified within six (6) months of the date of the signed agreement.

Work will be performed in Clark County, Washington. Work may be expanded to additional counties if approved in writing by the DNR Program Manager.

**3.0 Period of Performance.** The period of performance under this contract will be from the date of execution through May 31, 2024.

**4.0 Payment.** Total compensation, including approved expenses, shall not exceed Seventy-Five Thousand Dollars (\$75,000) and shall be based on the rates and terms described in Exhibit B – Budget.

Unless otherwise determined by DNR, funding for this contract is provided by the Washington State 2023-2025 Natural Climate Solutions Account Urban Forestry Investment, DNR Program Index 248.

### Expenses

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the Agency as reimbursable. The maximum amount to be paid to the City of Camas for authorized expenses shall not exceed One Thousand, Five Hundred Dollars (\$1,500), which amount is included in the contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates. Expenses related to travel will be reimbursed as follows:

- Meals = @ per diem, broken down per meal (do not provide receipt, meals will be paid at the current state per diem rate, not actual costs)
- Car Rental = @ actual (attach receipt)
- Gas for Car Rental = @ actual (attach receipt)
- Hotel = @ actual but no more than state allowed lodging rates (attach receipt)
- Personal vehicle mileage = @ state allowed mileage rate (no receipt needed)

**5.0 Billing Procedures.** City of Camas shall submit invoices up to twice per year. City of Camas shall only submit invoices at the completion of each activity, task, and/or deliverable clearly identified in Exhibit A – Scope of Work/Deliverables. Invoices containing partially completed work will be rejected.

Payments for approved goods and/or services will be made within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 10 days after the end of that fiscal year.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

1. Contract number 93-106001
2. Invoice date
3. Organization and primary contact name
4. Primary contact phone number and email address
5. Narrative description of the work performed to complete the activity(s) and/or task(s)
  1. The order in which the completed activity(s) and task(s) are listed on the invoice shall reflect the order in which they listed in the Scope of Work.
  2. Language used to describe completed activity(s) and task(s) shall reflect the language in Exhibit C, Scope of Work.
6. Detail of the expenses being billed
  1. Expenses for each activity and/or task shall be broken down by cost type using the format in Exhibit D, Table 1. Cost by Activity.
  2. DNR reserves the right to request an additional expense detail by line item using the format in Exhibit D, Table 2. Cost by Line Item.
7. Supporting documentation for all expenses being billed
  1. The specific activity or task completed must be accompanied by the respective invoice(s), receipt(s), and any other appropriate supporting documentation (unless noted otherwise above) in order to receive reimbursement.
8. Total invoice amount

Special Budget Provisions: Transfer of funds between tasks is allowed with advance written permission of the DNR Project Manager and shall not exceed 10% of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed 10% of the total budget, this is subject to a justification and a contract amendment.

Fiscal Year/Biennial Closure: Under fiscal year/biennial closing procedures, Contractor must submit all invoices and/or billings for services or material supplied under this contract through **June 30 to DNR no later than July 10 of that same calendar year.**

**6.0 Outreach and Printed Materials.** All printed materials, signs, and other products including websites resulting from this agreement must be reviewed by DNR prior to publishing. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

*“Funds for this project were provided by the State of Washington Department of Natural Resources Urban and Community Forestry Program.”*

Appropriate Agency logos may be used in addition to the above statement and will be supplied to the City of Camas. Use of Agency logos must be reviewed and approved by the funding agency prior to publishing.

**7.0 Records Maintenance.** City of Camas shall maintain books, records, documents, and other evidence to sufficiently document all direct and indirect costs incurred by City of Camas in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials, as authorized by law. City of Camas shall keep all books, records, documents, and other material relevant to this Agreement for six (6) years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**8.0 Rights to Data.** Unless otherwise agreed, data originating from this Agreement shall be ‘works for hire’ as defined by Title 17 U.S.C., Section 101 and shall be owned by the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, and register, and the ability to transfer these rights.

**9.0 Independent Capacity.** The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**10.0 Amendments.** This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

**11.0 Termination for Convenience.** Either party may terminate this Agreement upon 30 calendar days prior written notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**12.0 Termination for Cause.** If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

**13.0 Disputes.** If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event a dispute arises under this Agreement that cannot be resolved pursuant to the preceding paragraph, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third-party dispute resolution as the parties mutually agree to in writing.

**14.0 Governance.** This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules
- (2) State of Washington statutes and regulations
- (3) Scope of Work/Deliverables
- (4) Any other provisions of the agreement, including materials incorporated by reference.

**15.0 Assignment.** The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

**16.0 Waiver.** A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

**17.0 Harassment.** Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: [https://www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy.pdf](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf)

Agency contractors hereby have access to DNR Policy PO01-037 Harassment Prevention: [www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy\\_037.pdf](http://www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf)

**18.0 Severability.** The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

## 19.0 Responsibilities of the Parties/Indemnification.

To the fullest extent permitted by law, City of Camas shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. “Claim” as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys’ fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. City of Camas’s obligation to indemnify, defend, and hold harmless includes any claim by City of Camas’s employees, representatives, any subcontractor or its employees, or any third party.

However, City of Camas shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) City of Camas, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then City of Camas’s obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of City of Camas, its agents, employees, representatives, any subcontractor or its employees, or any third party’s share of any concurrent negligence.

City of Camas waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless DNR and its officials, agents, or employees.

## 20.0 Insurance.

Before using any of said rights granted herein and its own expense, City of Camas shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR’s option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

City of Camas shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. City of Camas shall also provide renewal certificates as appropriate during the term of this Agreement.

City of Camas shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of City of Camas to have its subcontractors and agents comply with the insurance requirements contained herein does not limit City of Camas’s liability or responsibility.

**INSURANCE TYPES & LIMITS:** The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: City of Camas shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: City of Camas shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: City of Camas shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." City of Camas waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): City of Camas shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. City of Camas waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. City of Camas waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

#### **ADDITIONAL PROVISIONS:**

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

**Insurance Carrier Rating:** All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

**Self-Insurance:** If City of Camas is self-insured, evidence of its status as a self-insured entity shall be provided to Agency. The evidence should demonstrate that City of Camas's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of Agency including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of City of Camas is inadequate, then Agency may require the purchase of additional commercial insurance to comply with this Agreement.

**Waiver:** City of Camas waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

#### **21.0 Limited Waiver of Sovereign Immunity.**

Not applicable for this contract.

**22.0 Complete Agreement in Writing.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

#### **23.0 Contract Management.**

<b>CONTRACTOR Contract Manager Information</b>	<b>DNR Contract Manager Information</b>
Trang K. Lam Parks & Recreation Director City of Camas 616 NE 4th Avenue Camas, WA 98607 Phone: 360-817-7037 Email address: <a href="mailto:tlam@cityofcamas.us">tlam@cityofcamas.us</a>	Sajjadullah Alokozai Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 Phone: 360-915-3944 Email address: <a href="mailto:Sajjadullah.Alokozai@dnr.wa.gov">Sajjadullah.Alokozai@dnr.wa.gov</a>
<b>CONTRACTOR Project Manager Information</b>	<b>DNR Project Manager Information</b>
Trang K. Lam Parks & Recreation Director City of Camas 616 NE 4th Avenue Camas, WA 98607 Phone: 360-817-7037 Email address: <a href="mailto:tlam@cityofcamas.us">tlam@cityofcamas.us</a>	Benjamin Thompson Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 Phone: 360-902-1382 Email address: <a href="mailto:Ben.Thompson@dnr.wa.gov">Ben.Thompson@dnr.wa.gov</a>

#### **24.0 Treatment of Assets.**

Not applicable for this contract.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

**IN WITNESS WHEREOF, the Parties have executed this Agreement.**

**CITY OF CAMAS**

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES**

<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
Steve Hogan		Andy Tate	
<i>Name</i>		<i>Name</i>	
		Community & Landowner Assistance	
Mayor		Assistant Division Manager	
<i>Title</i>		<i>Title</i>	
616 NE 4th Avenue		1111 Washington Street SE	
Camas, WA 98607		MS 47037	
		Olympia, WA 98504-7073	
<i>Address</i>		<i>Address</i>	
360-817-7037		360-902-1798	
<i>Telephone</i>		<i>Telephone</i>	



**EXHIBIT A – SCOPE OF WORK/DELIVERABLES**

<b>Activity 1: Inventory and Assessment of Urban Trees and Canopy Cover</b> Description: An accurate and complete picture of the City’s public trees and overall canopy cover, land cover metrics, specific maintenance/mitigation recommendations, and identification of potential planting areas in parks, open spaces, and/or along trails.			
<b>Task</b>	<b>Deliverable</b>	<b>Completion Date</b>	<b>Estimated Cost</b>
1A. Conduct a canopy cover analysis which includes an assessment of tree canopy and other land classification types which may be measured by zoning district, census tract, public vs private land, school properties, or other special geographies, and furnish a summary report.	Data will be delivered in a geodatabase that shows the city’s canopy cover and other land classification types. A .pdf copy of the summary report will also be provided.	May 31, 2024	\$30,000.00
1B. Conduct a point-based inventory of public trees according to DNR data standards (as set out in Appendix A-Data Standards for Tree Inventory, below) and furnish a summary report.	A geodatabase, shapefile, or .csv file, that include attributes such as tree species, size, and x, y coordinates for 1,500-2000 trees, and a .pdf copy of the report.	May 31, 2024	\$10,000
<b>Activity 1 Total</b>			<b>\$40,000.00</b>
<b>Activity 2: Ordinance and Policy Review</b> Description: Audit of City’s current tree-related ordinances and policies in order to evaluate effectiveness and alignment of existing policies within current best practices and management goals.			
<b>Task</b>	<b>Deliverable</b>	<b>Completion Date</b>	<b>Estimated Cost</b>
2A. Audit tree-related ordinance(s) and policies with a SWOT analysis for strengths, weaknesses, gaps, or needs.	.pdf copy of findings report that summarizes results of SWOT analysis.	May 31, 2024	\$10,000.00
<b>Activity 2 Total</b>			<b>\$10,000.00</b>
<b>Activity 3: Urban Forestry Outreach and Engagement</b> Description: Facilitate engagement of city residents to build awareness and shape improvements to urban forest management by the city.			
<b>Task</b>	<b>Deliverable</b>	<b>Completion Date</b>	<b>Estimated Cost</b>
3A. Engage and educate residents of the city regarding	A .pdf copy of an engagement analysis report of insights gathered; copies	May 31, 2024	\$20,000.00

shape improvements of urban forest management.	of any other public documents produced from public engagement and outreach activities (which include, but are not limited to, public meetings, surveys, interviews, group discussions, etc.).		
<b>Activity 3 Total</b>			<b>\$20,000.00</b>
<b>Activity 4: Urban Forestry Training and Education</b> Description: City staff attend professional urban forestry and arboricultural trainings to improve skills and develop partnerships. Trainings can be from PNW ISA, Green Communities Leadership Institute, Arbor Day Foundation, WSU, OSU, UW, or other similar organizations providing training on urban forestry or arboriculture.			
<b>Task</b>	<b>Deliverable</b>	<b>Completion Date</b>	<b>Estimated Cost</b>
4A. Attendance of no less than two staff personnel at no less than two professional training opportunities focused on arboriculture or urban forest management.	Receipts for travel-related costs and copies of training registrations (categorized as supplies).	May 31, 2024	\$5,000.00
<b>Activity 4 Total</b>			<b>\$5,000.00</b>
<b>Activities 1-4 Total</b>			<b>\$75,000.00</b>

**EXHIBIT B - BUDGET**

The total budget is \$75,000.00. See Exhibit A - Scope of Work/Deliverables for activity and task descriptions.

**Table 1. Cost by Activity**

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Total
Activity 1				\$40,000.00	\$40,000.00
Activity 2				\$10,000.00	\$10,000.00
Activity 3				\$20,000.00	\$20,000.00
Activity 4		\$1,500.00	\$3,500.00		\$5,000.00
<b>Total</b>		<b>\$1,500.00</b>	<b>\$3,500.00</b>	<b>\$70,000</b>	<b>\$75,000.00</b>

**Table 2. Cost by Line Item**

<b>Travel</b>	
Transportation and lodging costs to attend trainings (as described in Task 4A), including reimbursement for mileage, airfare, tolls, parking, car rental, etc. Reimbursement rates shall be in accordance with current Agency travel reimbursement rates (see Sec. 4.0 above). <i>Travel for trainings, Activity 4</i>	\$1,500.00
<b>Supplies</b>	
Registration costs to attend trainings (as described in Task 4A). <i>Registration for trainings, Activity 4</i>	\$3,500.00
<b>Contractual</b>	
Professional Services for canopy assessment, tree inventory, ordinance audit and community engagement <i>Contractor(s) qualified to provide services described 1A, 1B, 2A and 3B, as determined by contractors' prior experience providing these specialized services.</i>	\$70,000.00
<b>Total</b>	<b>\$75,000.00</b>

## APPENDIX A – DATA STANDARDS FOR TREE INVENTORY



WASHINGTON STATE DEPARTMENT OF  
**NATURAL RESOURCES**

### Minimum Required Data Collection Attributes for WA Urban Tree Inventories

IMPORTANT NOTE: it is required that a shapefile or .csv is provided to the Washington DNR Urban and Community Forestry Program at the close of the awarded period of performance.

Field Name	Description	Field format; example
Latitude	Each data point should be located using GIS and/or GPS equipment	Decimal degrees; 46.5645
Longitude	Each data point should be located using GIS and/or GPS equipment	Decimal degrees; -122.3221
SiteType	Identify if the data point is a Tree, Stump, Planting Site, or Removal Site	text; Tree
Botanical*	Fully spelled out scientific name of tree species	text; Picea abies
CommonName	Fully spelled out common name of tree species. CommonName should be a reference to the iTree species list and can be obtained from the Washington State DNR Urban & Community Forestry Program	text; Norway spruce
SpeciesCode*	*In lieu of the Botanical field an FIA, PLANTS, or iTree species code can be used. A coded species list can be obtained from the Washington State DNR Urban & Community Forestry Program	text or numeric; ACPL or 0320
Location/Landuse	The physical location of the data point should be recorded, at a bare minimum as: street tree, park tree, parking lot, boulevard tree, vacant lot, cemetery, private, other	text; street tree
DBH (Diameter at Breast Height)	The tree trunk diameter should be recorded at 4.5' above grade to the nearest 1-inch. For multi-stemmed trees, record up to the 5 largest stems.	numeric; 12
Condition	In general, the condition of each tree should be recorded in one of the following categories adapted from the rating system established by the International Society of Arboriculture: Excellent, Good, Fair, Poor, Critical, Dead	text; Good
Creator	User information of individual adding data to this dataset	text; dgosztyla
Date	Autofilled date of tree measurement	date; mm/dd/yyyy

### Optional (Recommended) Data Collection Attributes for WA Urban Tree Inventories

Field Name	Description	Field format; example
RecommendedMaintenance	Recording of maintenance needs. The following categories, or expanded adaptations should be utilized: Tree Removal, Priority Prune, Routine Prune, Clearance, Training Prune, Stump Removal, Plant Tree	text; Training Prune
NumberStems	If the tree is multistemmed, record the total number of stems	numeric; 4
Notes	Additional information regarding disease, insect, mechanical damage, etc. can be included in this field.	text; sunscald

Washington State Department of Natural Resources Community Forestry Assistance Grant Tree Inventory Guiding Document. Please contact [urban\\_forestry@dnr.wa.gov](mailto:urban_forestry@dnr.wa.gov) with questions relating to tree inventories.



WASHINGTON STATE DEPT OF  
**NATURAL RESOURCES**



## CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

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

Project No. PNR23006

### CAMAS PARKS AND OPEN SPACE MANAGEMENT PLAN

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

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **Camas Parks and Open Space Management Plan**.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **June 30, 2024**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$156,151.80** under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "A"**.
  - 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 created by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Consultant's Liability Insurance.
  - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
  - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
    1. Automobile Liability insurance 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.
- i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for

contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

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

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

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



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:  
Trang Lam  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607  
PH: 360-817-7037  
FX: 360-834-1535  
EMAIL: tlam@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Paul Agrimis, PLA, PE  
GreenWorks, PC  
110 SE Main Street, Suite 100  
Portland, OR 97214  
PH: 503-222-5612  
EMAIL: pagrimis@greenworkspc.com

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF CAMAS:**

**GREENWORKS, PC:**

*Authorized Representative*

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT “A”,  
SCOPE OF SERVICES, COSTS FOR SCOPE OF SERVICES,  
CONSULTANT BILLING RATES AND SCHEDULE**

# Exhibit A: Scope of Work

August 30th, 2023

Trang Lam  
Parks and Recreation Director  
City of Camas

**Re: Camas Parks and Open Space Management Plan  
Services Proposal**

## GreenWorks Consultant Team:

**GreenWorks (GW):** Prime Consultant and Project Management; Community Engagement, Parks, Trails, and Open Space Planning, Design and Management

Strategy Development and Synthesis

**ECONorthwest (ECO):** Economic and Operations Analysis Consultant

**PlanIT Geo (PG):** Geospatial Analyses and Urban Forestry Management

## Scope of Services

### Taks 1: PROJECT MANAGEMENT

#### 1.1 Plan and Conduct Kickoff Meeting/Site Visit

The GreenWorks team will prepare for and conduct a kickoff meeting with the City to review project scope and schedule and clarify communication protocols; then explore representative parks, open space, and trail sites and adjacent public areas together. Attending will be representatives from GreenWorks, ECONorthwest, and PlanIT Geo. This will be an approximately four-hour meeting (split approximately equally between on-site(s) and in a meeting room). The GreenWorks team will prepare brief meeting notes for City review.

#### 1.2 Bi-Weekly Call – Videoconference

The GreenWorks team will conduct a bi-weekly meeting with the City via videoconference to coordinate. There will be approximately 15 one half-hour calls. ECONorthwest and PlanIT Geo will attend as needed but anticipated to be approximately half of the meetings.

#### 1.3 Team Coordination

GreenWorks will coordinate the consultant project team around key milestones for the project. Approximately eight one-hour meetings are anticipated with ECONorthwest and PlanIT Geo. Coordination includes preparation and additional coordination between meetings.

### Task 1 Deliverables:

1. Meeting summary notes and action items

## **Task 2: COMMUNITY ENGAGEMENT**

### **2.1 Prepare Public Participation Plan**

The GreenWorks Team will prepare a draft Public Participation Plan and then meet with City staff to review and discuss. The plan will include two components: an overall community approach leading to an Open House, and an education strategy to engage with the high school biology club (and other potential pertinent clubs such as geography, environmental, or related), project-based learning, and/or high school AP science classes.

The community engagement plan will include staff and community members. GreenWorks will plan and conduct a staff focus group that will describe the POSMP goals and objectives and learn from staff their questions, concerns, and issues with the proposed work. Staff input will help shape management policies and actions. The main community approach will be the Open House. The Open House will be geared towards 1) Information Sharing and 2) Confirming the alignment of citizens' values with the POSMP, and where and how the City determines to spend and prioritize resources managing the 1,000+ acres of parks and open space. The GreenWorks team will prepare for and conduct the Open House at a city facility or school. The team will present the POSMP goals and objectives, preliminary findings, and proposed management policies and actions. City Communication staff will film the presentations and then post it to an appropriate location on the City website. People can attend the meeting or participate virtually for a two-week period after the Open House where they will share their responses to proposed management actions, and share questions they may have.

### **2.2 Prepare Education Strategy**

In conjunction with 2.1 above, the GreenWorks team will meet with City staff and School District staff for a brainstorming work session to provide educate about the project for two different groups:

High school students – The education strategy will engage high school students in Camas to participate in a pilot tree inventory data collection program, which is detailed in Task 5 below.

The general public – Parallel to the Open House sharing session, The Greenworks Team will strategize with the City ways to format the final deliverables in a way that they can be used as educational tools for future outreach and education.

### **2.3 Prepare for and Conduct Open House**

The GreenWorks team will prepare for and conduct a two-hour Open House Meeting at a City facility or school. The GreenWorks team will prepare a draft agenda and review and revise with the City Project Manager in advance of posting the meeting. This task will include preparing materials for several stations sharing existing canopy information, existing tree canopy information, relevant operations and capacity information, proposed POSMP goals and objectives, and the means to receive and record comments. An on-line version of the meeting and brief survey will allow polling for up to two weeks around the Open House to track the community's priorities. The GreenWorks team will prepare a brief summary memo.

## **2.4 Prepare for and Make PowerPoint Presentation to a Joint Parks & Recreation Commission/ Planning Commission and City Council Meeting**

The GreenWorks team will prepare a draft presentation and share with the City Project Manager for comments and then revise. This will be a virtual presentation.

### **Task 2 Deliverables:**

1. Public participation and open house plan
2. Open House presentation
3. Education training plan and presentation
4. Open House summary memo
5. Two Presentation to the City of Camas

## **Task 3: BACKGROUND INFORMATION**

### **3.1 Gather Existing Plans, Reports, Guidelines and Summarize Relevant Information**

The GreenWorks team will review previous existing plans, reports, and guidelines that City staff share with the consultant team. We will perform this work to describe the status of the existing park and open space system.

Greenworks Landscape Designer and Certified Arborist, Anya Moucha, will gather and combine information into pertinent plans, reports, and guidelines. She will summarize the historical information in a concise illustrated document. This document will include the status of parks and open space policies, resources, and management, as well as the history and land use changes, environmental conditions, existing vegetation communities, tree canopy status, published environmental and health disparities, and documented community values and concerns. This document will describe the physical and environmental conditions, and it will include the cultural, historical, political, and budgetary context that staff interviews reveal.

### **3.2 Assess Policies, Resources, and Management**

The GreenWorks team will assess policies, resources and existing management structure and staffing for the parks and open space mission and identify where gaps exist for management of the system. The consultant team will share their observations with the City Project Manager via videoconference, and then prepare a brief draft memo with findings for review by the City Project Manager. The GreenWorks team will review the draft memo with the City Project Manager and revise to create a final memo.

### **3.3 Map Land Use, Environmental and Tree Canopy Changes Over the Last 12 Years**

The GreenWorks team will conduct a comprehensive urban tree canopy assessment as an important step in better understanding current conditions of tree canopy, rate of change in urban tree canopy due to development and growth, its distribution and value, and the tree canopy potential for the study area. Consultant team member PlanIT Geo's detailed assessment will use high resolution land cover mapping with greater than 95% accuracy that will encompass the entire City.

The technical approach will include mapping the City's land and tree canopy cover, QA/QC of derived data, analysis of canopy cover and change in canopy cover, estimation of plantable space within various planning scales, tree equity analysis, an accuracy assessment following protocols developed by the U.S. Forest Service, and a project report. The land cover map will serve as the foundation of all other tasks included in this project.

The consultant team will identify the percentage of land cover for six land cover classes including tree canopy, herbaceous, vegetation, water, impervious and dry land. We will identify how canopy has changed from 2010-2022, where 2022 is the most recent high quality data imagery available. We will be able to break down canopy change by any geography available, from census block groups down to parcels and anything in between.

### **3.4 Prepare Summary Status and Trajectory Memo**

The GreenWorks team will prepare a memo to summarize findings of the canopy assessment and provide estimates of how the coverage might continue to change over time. This will influence the goals and recommendations in other tasks.

### **3.5 Interview Park and Operations Staff Re: Priorities and Context**

Concurrent with Task 2.1, the GreenWorks team will facilitate a Focus Group meeting with City staff. This in-person, two-hour meeting is anticipated to include staff from Parks & Recreation, Community Development, Public Works, Communication and Finance. Members of the consulting team will interview Parks and Operations staff to determine the priorities and goals of the current operations and management program, as well as to gain insight into the cultural, historical, political, and budgetary context. The GreenWorks team will prepare a draft agenda and meet via videoconference with the City Project Manager to review and revise the agenda. The team will also incorporate information from the May 2023 DNR/Camas stakeholder focus group.

### **Task 3 Deliverables:**

1. Tree Canopy displayed visually in our CANOPY software tool temporarily for the project to visualize changes in canopy over time. This data will also be summarized into spreadsheets for analysis by the PlanIT Geo team.
2. Summary Status & Trajectory memo
3. Focus Group and Staff interview notes
4. Existing Plan and Policy memo

## **Task 4: OPERATIONS STATUS**

### **4.1 Complete POS Audit & SWOT**

Based on the information gathered in the preceding tasks, the GreenWorks team will conduct an assessment of the existing Parks and Open Space program and portfolio developing a summary of program and asset inventory, cataloging funding sources, and identifying potential gaps and areas of potential overlap and/or duplication, identifying key strengths and weaknesses of the existing Parks and



Open Space program and portfolio. It will focus on current management practices and allocated resources.

The Greenworks Team will use feedback gathered from previous outreach to DNR to provide direction to the work. Client to provide feedback to incorporate.

#### **4.2 Assess Current Management Practices and Allocated Resources**

The GreenWorks team will review overall current management practices and allocated resources, including the roles and responsibilities of various departments in policy development, operations, and management, and permitting. It is expected to include:

- A summary of the program and asset inventory, developed through the work in Task 4.1, likely inclusive of park asset management and recreation programming, and
- Identification of areas where coordination of regulations, funding, processes, and/or geography overlap.

The GIS team may assist in identification and presentation of meaningful canopy data highlights as well as other geospatial analysis of gaps and overlap.

#### **4.3 Provide Recommendations for Cost Effective Improvements**

The GreenWorks team will provide recommendations and identification of opportunities for improved service delivery and may include a description of interagency or intergovernmental coordination necessary for improved service delivery.

#### **Task 4 Deliverables:**

1. Assessment Memorandum with recommendations for improvements and SWOT analysis summary

### **Task 5: DATA GATHERING & CONDITIONS ASSESSMENT**

#### **5.1 Assess Strengths and Opportunities for Canopy Enhancement**

The GreenWorks team and PlanIT Geo will identify strengths and weaknesses in the tree canopy cover based on existing conditions and future projections. The canopy assessment will be able to identify areas of the city that have lost canopy cover and conversely, those that have grown canopy. We can utilize this data to identify positive and negative trends, under which geographies and conditions they exist. The team can come up with industry standard recommendations, as well as novel ideas, for improving tree canopy cover within the city boundary, with specific recommendations focusing on parks and open space properties.

#### **5.2 Gather City-owned POS Tree Canopy and Vegetation Data With Representative POS Sampling**

GreenWorks and PlanIT Geo will develop a sample tree inventory data set utilizing existing maps and layers. This sample data set will ideally represent a variety of city-owned properties with a focus on parks, open spaces, trails, and other vegetative areas.

Additionally, tree inventory will be completed via a pilot program with Camas students, through the school district –

Student Tree Inventory Pilot Project – The education strategy will engage high school students in Camas to participate in a pilot tree inventory data collection program. The GreenWorks team will work with the City and the School District to engage through two potential venues: appropriate high school clubs, project-based learning, or AP science classes. This pilot program may be replicated in future years to continue tree inventory data gathering.

### **5.3 Coordinate Curriculum with School District**

Concurrent with Task 5.2, the GreenWorks team will work with school staff to coordinate a training session for students and host one or two field sessions to guide the students' contributions to the tree inventory. Conduct a two-hour meeting led by PlanIT Geo via a videoconference. The session will include a high-level overview of the issues that the project is looking to address, as well as training on software that they can use to help with the inventory activity. It is anticipated that the student work will need to be completed by mid-November while leaves are still on to facilitate tree identification.

### **5.4 Research POSMPs and LOS in the Pacific Northwest**

This task includes research and analysis of best practices in the Pacific Northwest and elsewhere. The Greenworks Team will select case-study cities, park districts, or other special districts using recent experience by the PlanIT Geo team to understand strategies to address similar challenges and opportunities in the region for urban forestry management.

#### **Task 5 Deliverables:**

1. Recommendations for improving canopy cover, including ways in which the city can reduce canopy loss or encourage canopy growth, which includes ideas from best practices research.
2. Sample inventory data set of 2,500-3,500 trees with a breakdown on species diversity, health conditions and other important metrics. Can be displayed in TreePlotter tool temporarily and/or downloaded as a .csv or shapefile.
3. Student Tree Inventory Pilot summary.
4. Summary of best practices and case studies research.

### **Task 6: FRAMEWORK**

#### **6.1 Establish Frameworks and Long-term Strategy**

In concordance with Task 3, GreenWorks and its sub consultants will utilize existing canopy and tree inventory data to identify current trends, as well as make some projections based on ideal planting scenarios or tree preservation planning. With this information, the consultants can better guide Camas on its long-term strategy for maximizing the health of its urban forest and related natural systems. The frameworks will be guideposts by which Camas can better manage its current assets and those that it may have in the future.

#### **6.2 Develop Goals & Priorities for POSMP including Climate Change, Pests, Native Plants, Diversity**

The sample inventory and, to some extent the canopy assessment, will show the current diversity of tree species within the city both for parks and open spaces as well as developed areas and rights-of-

ways. With the presence of a devastating beetle pest, Emerald Ash borer, it is critical for the city to know how many Ash trees it has both on developed and undeveloped land. In addition, utilizing ideas such as the 10-20-30 rule (no more than 10% of any one species, 20% of any one genus, 30% of any one family) can help guide the city towards a more diverse, resilient, and healthy urban canopy.

The team will also provide some high-level goals and strategies for addressing resilience across natural systems. These may include guidance on topics such as habitat and plant communities, water conservation, wildfire prevention, and other means of supporting the ecosystem services that parks and open spaces provide.

### **6.3 Coordinate Joint meeting with Parks & Recreation, Public Works, Community Development, Communication & Finance**

#### **Task 6 Deliverables:**

1. Parks and Open Space resiliency goals and priorities deliverable

### **Task 7: PLAN DEVELOPMENT**

#### **7.1 Synthesize All Information into Draft POSMP with Recommendations & Implementation Strategies**

The GreenWorks Team will prepare a Draft POSMP by synthesizing canopy, tree inventory, and park and open space operations information collected during preceding tasks. The draft will include recommendations and implementation strategies. This will be a comprehensive management plan that meets the City's long-term vision for its parks and open spaces.

#### **7.2 Develop Monitoring Plan with Performance Metrics**

The GreenWorks Team will develop a monitoring plan with performance metrics. The monitoring plan and metrics will be customized for Camas in terms of existing parks and open space assets, human resources, and City policies.

#### **7.3 Complete Draft Plan and Submit to Camas and DNR for Review**

The GreenWorks team will submit the Draft POSMP to the City for initial review.

#### **7.4 Revise Draft Plan per Camas and DNR Comments**

The GreenWorks team will meet with the City via videoconference to review comments on the Draft POSMP. The consultant team will share questions about comments and work through any misunderstandings to revise the document to share with the Parks & Recreation Commission.

#### **7.5 Present Draft POSMP to Parks & Recreation Commission**

The GreenWorks team will present the Draft POSMP to the Parks & Recreation Commission via videoconference.

#### **7.6 Prepare Draft Final POSMP based on Parks & Recreation Commission Comments**

The GreenWorks team will prepare the Draft Final POSMP based on comments from the Parks & Recreation Commission meeting.

### **7.7 Complete Minor Revisions to POSMP for City Council Presentation and Adoption**

The GreenWorks team will complete minor revisions to the POSMP for City Council presentation and adoption via videoconference.

#### **Task7 Deliverables:**

1. Two presentations to the Parks & Recreation Commission and City Council
2. Draft and Final Reports compiling and summarizing all task items

## TERMS OF AGREEMENT

### Fee Schedule

Professional fees for the scope of work are as follows:

TASKS	SCOPE OF WORK	FEE TOTALS
<b>1</b>	<b>PROJECT MANAGEMENT</b> Task 1 Deliverables: 1. Meeting summary notes and action items	<b>\$22,580.00</b>
<b>2</b>	<b>COMMUNITY ENGAGEMENT</b> Task 2 Deliverables: 1. Public participation and open house plan 2. Open House presentation 3. Education training plan and presentation • High School pilot program • General public 4. Open House summary memo 5. Two Presentation to the City of Camas	<b>\$21,795.00</b>
<b>3</b>	<b>BACKGROUND INFORMATION</b> Task 3 Deliverables: 1. Tree Canopy displayed visually in our <u>CANOPY</u> software tool temporarily for the project to visualize changes in canopy over time. This data will also be summarized into spreadsheets for analysis by the PlanIT Geo team. 2. Summary Status & Trajectory memo 3. Focus Group and Staff interview notes 4. Existing Plan and Policy memo	<b>\$30,890.00</b>
<b>4</b>	<b>OPERATIONS STATUS</b> Task 4 Deliverables: 1. Assessment Memorandum with recommendations for improvements and SWOT analysis summary	<b>\$16,120.00</b>
<b>5</b>	<b>DATA GATHERING AND CONDITIONS ASSESSMENT</b> Task 5 Deliverables: 1. Recommendations for improving canopy cover, including ways in which the city can reduce canopy loss or encourage canopy growth, which includes ideas from best practices research. 2. Sample inventory data set of 2,500-3,500 trees with a breakdown on species diversity, health conditions and other important metrics. Can be displayed in TreePlotter tool temporarily and/or downloaded as a .csv or shapefile. 3. Student Tree Inventory Pilot summary. 4. Summary of best practices and case studies research.	<b>\$10,520.00</b>
<b>6</b>	<b>FRAMEWORK</b> Task 6 Deliverables: 1. Parks and Open Space resiliency goals and priorities deliverable	<b>\$16,130.00</b>
<b>7</b>	<b>PLAN DEVELOPMENT</b> Task 7 Deliverables: 1. Two presentations to the Parks & Recreation Commission and City Council 2. Draft and Final Reports compiling and summarizing all task items	<b>\$35,055.00</b>
	<b>REIMBURSABLE EXPENSES</b>	<b>\$3,061.80</b>
	<b>PROJECT TOTAL</b>	<b>\$156,151.80</b>

This total base fee of **\$156,151.80** will be billed monthly on a time and materials (T&M) basis, not to exceed the total fee stated above, and includes reimbursable expenses.

### Hourly Rates

This proposal is based upon the hourly rates for the current calendar. If this proposal is accepted or work begun in the following calendar year, our fees will be revised to incorporate the billing rates then in effect. If work continues into subsequent calendar years, we reserve the right to revise and update our fees.

#### GREENWORKS, PC:

Principal / Technical Director.....	\$195.00
Landscape Architect IV/Project Manager .....	\$145.00
Landscape Architect III .....	\$140.00
Landscape Architect II.....	\$125.00
Landscape Architect I .....	\$120.00
Landscape Designer III .....	\$115.00
Landscape Designer II .....	\$110.00
Landscape Designer I .....	\$100.00
Clerical / Administrative.....	\$85.00

#### ECONorthwest:

Senior Advisor	Project Director	Associate	Analyst
(\$310/hr)	(\$260/hr)	(\$145/hr)	(\$105/hr)

#### PlanIT Geo:

Technical Director	Urban Forester	Project Staff
(\$175/hr)	(\$150/hr)	(\$100/hr)

### Reimbursable Expenses

Project expenses such as mileage, delivery services, printing and reproductions, supplies, and communication will be billed at cost.

### Payment

Invoices are payable upon receipt, and Client shall not back charge or withhold payment from Landscape Architect for any charges, costs, or expenses without Landscape Architect's specific written consent. Invoices not paid within twenty (20) days are delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is less, until paid. In addition, Client shall pay Landscape Architect's reasonable costs incurred in collection of any delinquent amounts, including attorney fees and costs of preparing and filing liens, regardless of whether suit or action is instituted.

### Additional Work

Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project schedule or budget or to the Project's scope may require Additional Services of Landscape Architect. Fees for additional work, beyond the scope of work as outlined in this agreement, will be invoiced as provided above, or according to our regular rates in effect at the time. We will notify you before performing additional services. We will notify Client before performing any additional work.

### Plan Processing

GreenWorks, P.C. will not be responsible for submittals to City or County agencies. GreenWorks, P.C. will cooperate with the person responsible for obtaining required approvals.

### Contract Time Limit

Client accepts this Contract by returning this Proposal signed below to Landscape Architect or by accepting any part of Landscape Architect's performance under this Proposal. Upon acceptance, Client agrees to be bound by the Terms and Conditions printed above. If acceptance fails to occur within 90 days of the date above, this Proposal will be void unless accepted by Landscape Architect. If this proposal meets with your approval, kindly return one signed copy to our office.



**Paul Agrimis, PLA, PE**

Principal

GreenWorks, P.C.

503-222-5612 | [pagrimis@greenworkspc.com](mailto:pagrimis@greenworkspc.com)

Accepted By **SEE SIGNATURE BLOCK ON PAGE 7**

Trang Lam

City of Camas, Parks &  
Recreation Director

Signature

Date

Camas POSMP Schedule

		2023				2024				
		September	October	November	December	January	February	March	April	May
Task 1	PROJECT MANAGEMENT									
Task 2	COMMUNITY ENGAGEMENT									
Task 3	BACKGROUND INFORMATION						Open House			
Task 4	OPERATIONS STATUS									
Task 5	DATA GATHERING AND CONDITIONS ASSESSMENT									
Task 6	FRAMEWORK									
Task 7	PLAN DEVELOPMENT									

X Proposed Commission & Council Meetings





## EXHIBIT “B”

### 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.*).

Item 4.

CITY OF CAMAS PROJECT NO. P1035 Louis Bloch Park ADA Upgrades and Paving Rehab			PAY ESTIMATE: SEVEN FINAL PAY PERIOD: 7/22/2023 Through 9/06/2023				Stateline LLC P.O. Box 972 La Center WA 98629 360-623-9393 darren@statelinewa.com				
ORIGINAL CONTRACT AMOUNT: \$ 233,996.53											
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
Schedule A - Street											
1	Construction Documentation \$5000 Min. Bid	LS	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00	1.00	\$5,000.00
2	Mobilization	LS	1.00	\$18,000.00	\$18,000.00	1.00	\$18,000.00		\$0.00	1.00	\$18,000.00
3	Clearing & Grubbing	LS	1.00	\$3,200.00	\$3,200.00	1.00	\$3,200.00		\$0.00	1.00	\$3,200.00
4	Removal of Structures and Obstructions	LS	1.00	\$3,380.00	\$3,380.00	1.00	\$3,380.00		\$0.00	1.00	\$3,380.00
5	Roadway Excavation, Incl. Haul	CY	125.00	\$102.00	\$12,750.00	121.60	\$12,403.20		\$0.00	121.60	\$12,403.20
6	Gravel Base	TN	90.00	\$92.00	\$8,280.00	99.70	\$9,172.40		\$0.00	99.70	\$9,172.40
7	Cement Concrete Pavement - 6" thick, per detail 2, sheet L5.0	SY	115.00	\$110.00	\$12,650.00	113.00	\$12,430.00		\$0.00	113.00	\$12,430.00
8	Cement Concrete Pavement - 4" thick, per detail 1, sheet L5.0	SY	365.00	\$86.00	\$31,390.00	382.70	\$32,912.20		\$0.00	382.70	\$32,912.20
9	Cement Concrete Pavement - ADA Ramp with Truncated Domes, per detail 3, L5.0	EA	1.00	\$2,500.00	\$2,500.00	3.00	\$7,500.00		\$0.00	3.00	\$7,500.00
10	Area Drain / J-Box / Valve Box - Adjust Rim Elevations	EA	6.00	\$170.00	\$1,020.00	5.00	\$850.00		\$0.00	5.00	\$850.00
11	Erosion Control and Water Pollution Control	LS	1.00	\$450.00	\$450.00	1.25	\$562.50		\$0.00	1.25	\$562.50
12	Roadside Restoration	LS	1.00	\$2,000.00	\$2,000.00	1.00	\$2,000.00		\$0.00	1.00	\$2,000.00
13	Temporary Security Fencing	LF	100.00	\$7.00	\$700.00	200.00	\$1,400.00		\$0.00	200.00	\$1,400.00
14	Site Construction Surveying	LS	1.00	\$2,500.00	\$2,500.00	1.00	\$2,500.00		\$0.00	1.00	\$2,500.00
15	Bark Mulch - 3" Deep	SY	80.00	\$11.50	\$920.00	207.00	\$2,380.50		\$0.00	207.00	\$2,380.50
16	Temporary Tree and Plant Protection	LS	1.00	\$450.00	\$450.00	1.00	\$450.00		\$0.00	1.00	\$450.00
17	Bleacher Purchase and Installation (complete and in place)	LS	1.00	\$102,000.00	\$102,000.00	1.00	\$102,000.00		\$0.00	1.00	\$102,000.00
18	Drinking Fountain	LS	1.00	\$8,100.00	\$8,100.00	1.00	\$8,100.00		\$0.00	1.00	\$8,100.00
19	Stone Bench Reinstallation	LS	1.00	\$375.00	\$375.00	1.00	\$375.00		\$0.00	1.00	\$375.00
SUBTOTAL:					\$215,665.00		\$219,615.80		\$5,000.00		\$224,615.80
Sales Tax (8.5%):					\$18,331.53		\$18,667.34		\$425.00		\$19,092.34
Total:					\$233,996.53		\$238,283.14		\$5,425.00		\$243,708.14

Change Orders											
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
1A	Electric Conduit Rerouting	LS	1.00	\$3,640.12	\$3,640.12	1.00	\$3,640.12	0.00	\$0.00	1.00	\$3,640.12
1B	Drinking Fountain - Additional work	LS	1.00	\$1,264.55	\$1,264.55	1.00	\$1,264.55	0.00	\$0.00	1.00	\$1,264.55
2A	Door Landing Concessions Building	LS	1.00	\$2,556.94	\$2,556.94	1.00	\$2,556.94	0.00	\$0.00	1.00	\$2,556.94
2B	Addition of 20 Working days	LS	1.00	\$0.00	\$0.00	1.00	\$0.00	0.00	\$0.00	1.00	\$0.00
SUBTOTAL:					\$7,461.61		\$8,095.55		-\$633.94 *		\$7,461.61
Sales Tax (tax adjusted from previous):					\$634.24		\$0.00		\$634.24 *		\$634.24
Total:					\$8,095.85		\$8,095.55		\$0.30 *		\$8,095.85

ORIGINAL CONTRACT SUBTOTAL ADDITIONS / DELETIONS SUBTOTAL SALES TAX (8.5%) TOTAL CONTRACT LESS 5% RETAINAGE TOTAL	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
	\$215,665.00	\$219,615.80	\$5,000.00	\$224,615.80
	\$7,461.61	\$8,095.55 *	-\$633.94 *	\$7,461.61
	\$223,126.61	\$227,711.35 *	\$4,366.06	\$232,077.41
	\$18,965.76	\$18,667.34 *	\$1,059.24 *	\$19,726.58
	\$242,092.37	\$246,378.69	\$5,425.30	\$251,803.99
		\$11,385.57	\$218.30	\$11,603.87
		\$234,993.12	\$5,207.00	\$240,200.12

Account Number: 001-18-594-760-64

THIS PAY EST: \$5,207.00

\*Adjusted to separate tax and minor quantity discrepancy

F.I.

DocuSigned by:  


05E1A4B425144E0...

Project Engineer

9/7/2023

Date

DocuSigned by:  


FABD072023874EF...

Contractor

9/7/2023

Date

DocuSigned by:  


7B535C7A20464C8...

Project Manager

9/8/2023

Date



## Louis Bloch Park Bleachers and ADA Improvements Project Summary

Project Type: Park Improvement

Total Project Cost: \$278,041

Project Timeline: June 2021 - July 2023



### Project Description

The Improvements included demolition of existing concrete and asphalt paving, existing bleachers, drinking fountain and CMU walls. The project installed new reinforced and non-reinforced concrete surfacing, curbs, ramps, temporary security fencing, drinking fountain, bleachers and other related items.

### Project Details and Benefits

- Condition of sidewalks and bleachers had been a safety concern for many years.
- New sidewalks and bleachers benefit all patrons, including those with mobility challenges.
- Additional ADA curb ramps were installed along NE Joy St to improve pedestrian routes to the park.
- Construction was timed and coordinated to minimally affect baseball league.

### Project Funding

Project Phase	Year	General Fund	Total
Design	2022-2023	\$22,695	\$22,695
Construction	2023	\$251,804	\$251,804
Testing	2023	\$3,542	\$3,542
<b>Total</b>		<b>\$278,041</b>	<b>\$278,041</b>
Original Budget Estimate	2022	\$250,000	
2023 Omnibus	2023	\$30,000	



**Before**



**After**



## Staff Report

September 18<sup>th</sup>, 2023 Council Regular Meeting

Goodwin & 28<sup>th</sup> Annexation – 10% Notice of Intent

Presenter: Robert Maul, Planning Manager

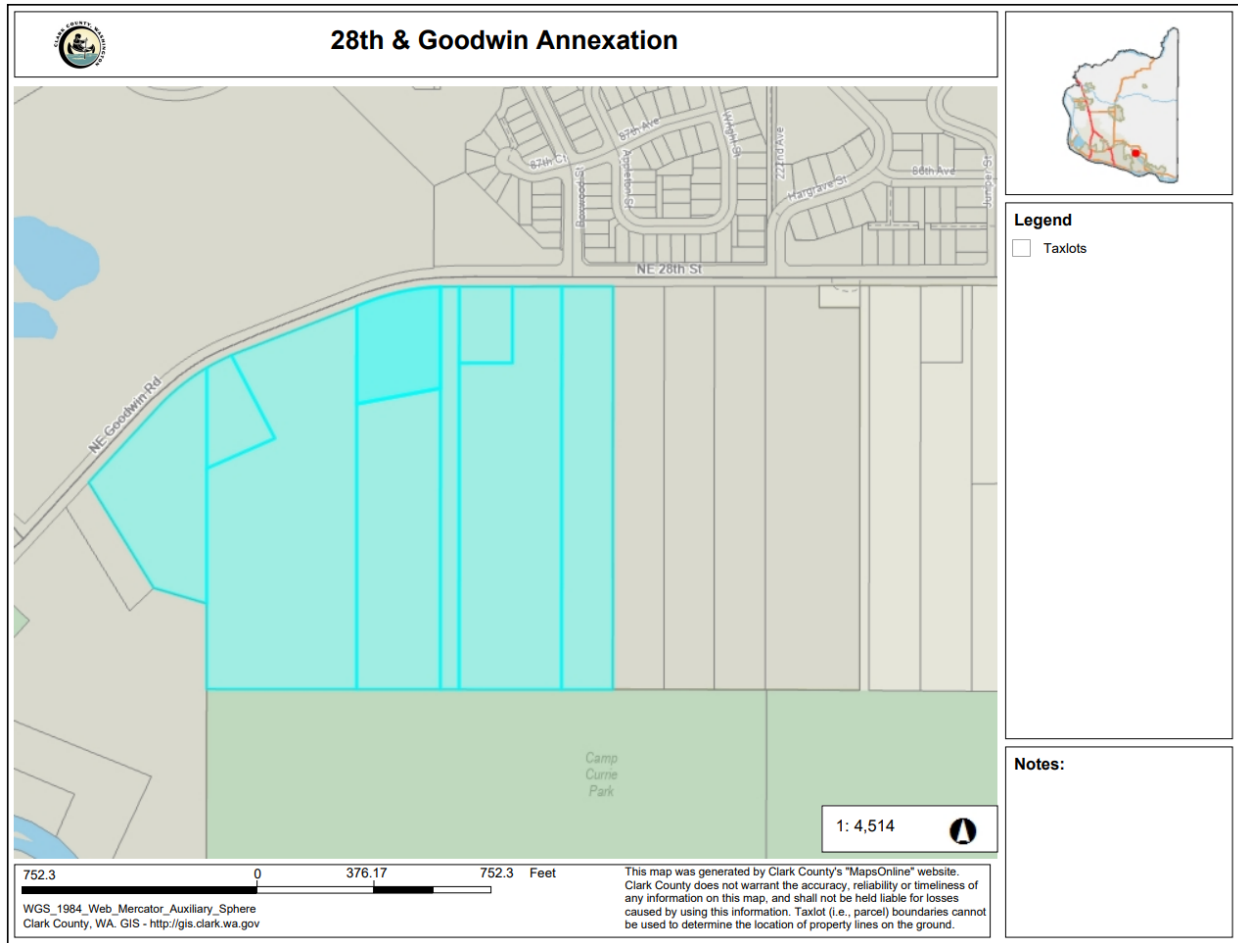
Phone	Email
360.817.1568	rmaul@cityofcamas.us

**BACKGROUND:** An annexation application has been submitted to the City to annex approximately 39.36 acres into the city limits of Camas.

**SUMMARY:** Monica Gruher, the applicant, has filed for a notice of intent to annex nine properties into the city limits of Camas. The properties are shown in blue in Figure 1. The parcels in question abut city limits to the west, north and east, and Clark County jurisdiction and parks land to the south. The adopted Comprehensive Plan has the area designated as Single-Family Medium density zoning (see Fig. 2).

The initiating parties represent approximately 86% of valuation (\$7,515,394) of landowners in the proposed area. The notice is valid and satisfies the requirements of RCW 35A.14.120. If approved to move forward, this annexation can run a parallel process with the adoption of the zoning maps to allow for compliance with RCW35A.14.120. No action to be taken tonight. This is for discussion purposes only.

Figure 1: Proposed Annexation Area

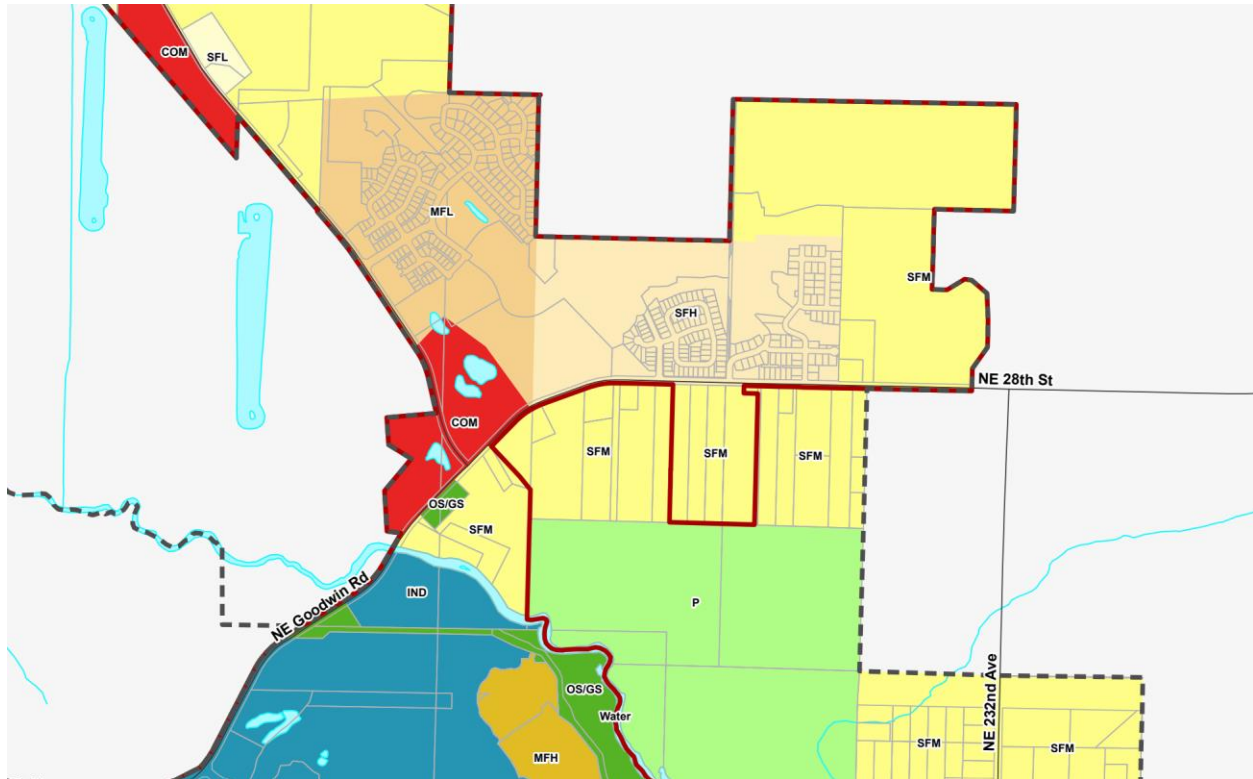


### City Boundary:

When drawing boundaries, the goal is to have orderly patterns that allow for the ability provide services, continuity and allow for potential growth patterns that make sense. As proposed the nine parcels fit within an area with city boundaries to the west, north and east. Only the southern boundary abuts Clark County.



## Figure 2 Comprehensive Plan Map



### Process:

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

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

If the Council were to accept the proposed annexation (with or without modifications) the next step in the process is for the initiating party to collect signatures from property owners representing at least 60% of the assessed value of the area to be annexed. During that time staff will also schedule hearings with the Planning Commission to develop a recommended zoning designation for the 60% hearing. If a valid petition is submitted, then the City Council may hold a public hearing to consider the request.

**BUDGET IMPACT:** Initially service impacts will be minimal but may increase over time with future development and the demands it creates. Currently there are no capital related projects in the annexation area.

**RECOMMENDATION:** Staff recommends that Council accept the 10% notice of intent to annex the NE 28<sup>th</sup> Street parcels as shown in the application, and to require simultaneous adoption of zoning, and assumption of existing City indebtedness by the area to be annexed.

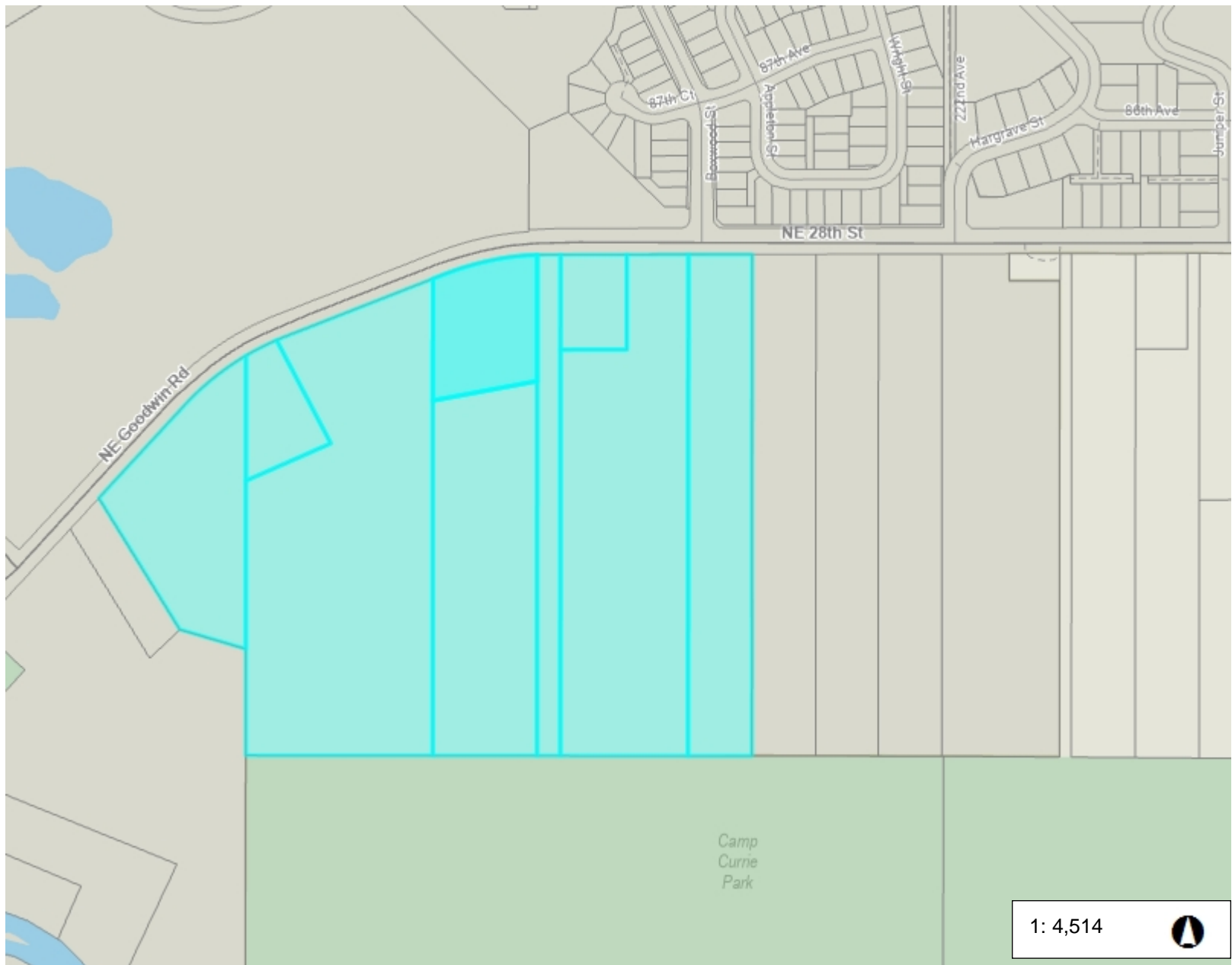
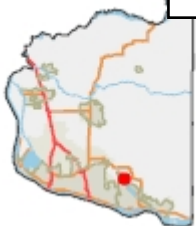
**Options:**

<b>Option</b>	<b>Results</b>
<ul style="list-style-type: none"> <li>• <i>Reject the Notice of Intent</i></li> </ul>	<i>The annexation process ends and the subject property would remain in unincorporated Clark County.</i>
<ul style="list-style-type: none"> <li>• <i>Accept the Notice as submitted</i></li> </ul>	<i>The initiating parties would draft a petition and begin gathering signatures.</i>
<ul style="list-style-type: none"> <li>• <i>Accept the Notice but modify the boundaries.</i></li> </ul>	<i>The initiating parties would draft a revised petition and begin gathering signatures.</i>



# 28th & Goodwin Annexation

Item 8.



**Legend**

Taxlots

**Notes:**

1: 4,514



752.3      0      376.17      752.3      Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.

July 30, 2023

Robert Maul  
City of Camas Planning Office  
616 NE 4th Ave  
Camas, WA 98607

Dear Mr. Maul,

Attached is our Intent for Annexation, submitted by residents representing eight contiguous properties that are adjacent to the Camas city limits (see map). These properties have been in the Urban Holding designation by the County for a number of years.

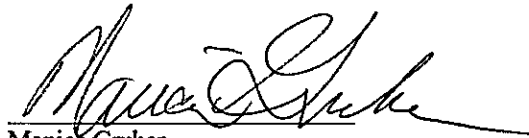
As you can see from the area map enclosed, our properties have been inadvertently "islanded" by prior annexations, creating confusion for emergency services, postal services, and others. The recent Green Mountain development across the street has already brought city services to the area. This development, along with an adjacent group of properties to our east, that have already been annexed into the city, make it obvious that our properties should be similarly annexed. This will create a contiguous area, eliminating confusion, and providing for more efficient city planning.

Therefore, we respectfully submit this application for your consideration. This request already includes 85% of the property valuations, although only 10% of property valuations are necessary for intent approval. We thank you and the Council for considering our request.

Sincerely,

On behalf of the Goodwin/28<sup>th</sup> Street Annexation

By:



Monica Gruher  
21917 NE 28<sup>th</sup> St.  
Camas, WA 98607

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

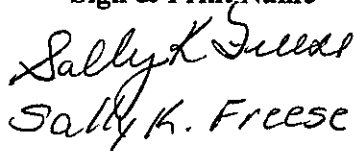
We the undersigned hereby give notice of intent to the City of Camas to have our property located as described below annexed to the City of Camas. We certify that we are the legal owners of property representing at least ten percent (10%) or more of the total value of all property within the area we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

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

The legal description is as follows:

Freese #5 THOMAS J FLETCHER DLC 3.6A M/L  
 Chadwick #15 SEC 21 T2N R3EWM 1.13A  
 Bahu #36 SEC 21 T2N R3EWM 11.67A  
 Sheldon #50 SEC 21 T2N R3EWM 6 A M/L  
 Coburn #17 SEC 21 T2N R3EWM 2.18A  
 Mouser #14 SEC 21 T2N R3EWM .95A  
 Gruher #30 SEC 21 T2N R3EWM 8.84A  
 Hertenstein #55 SEC 21 T2N R3EWM 5A

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

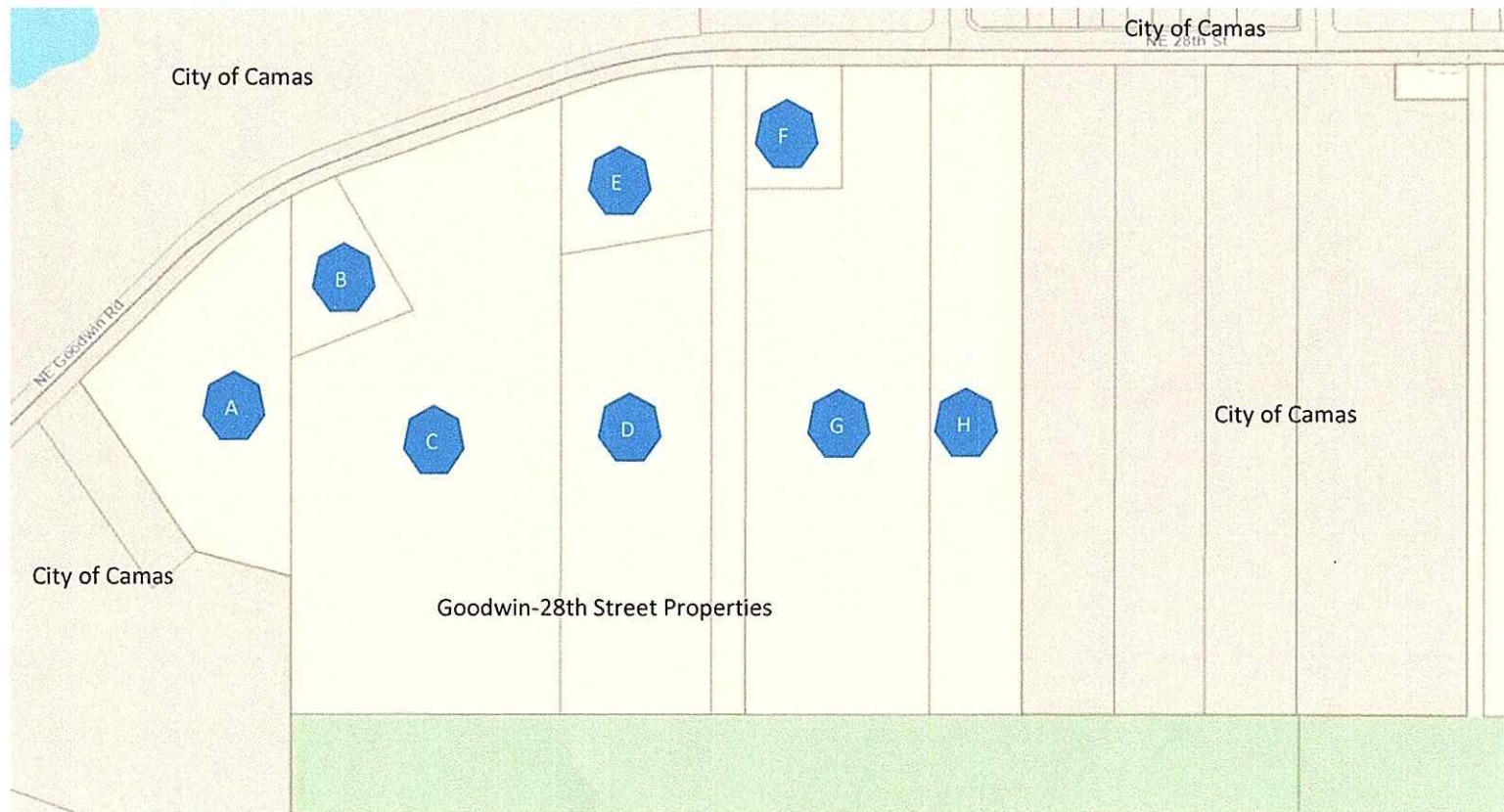
Parcel #	Sign & Print Name	Address	Date Signed
172546000	 Sally K. Freese	2521 NE Goodwin Rd, Camas, WA	7/23/23

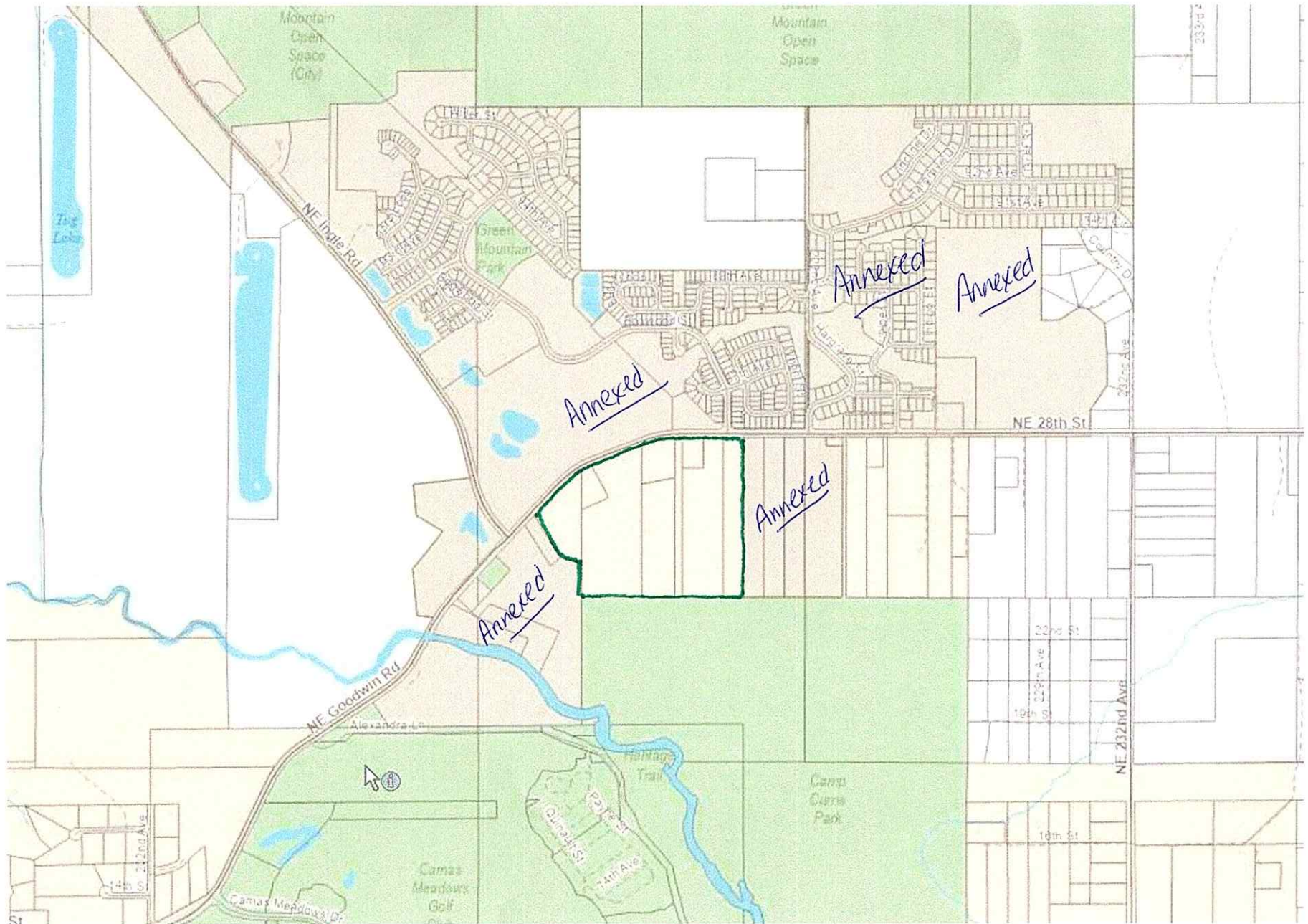
Parcel #	Sign & Print Name	Address	Date Signed
173171000	<i>Stephanie Chadwick</i> STEPHANIE CHADWICK	2619 NE Goodwin Rd, Camas, WA	7-23-2023
173192000	<i>Marwan A. Bahu</i> <i>Uk</i>	<del>2615</del> NE Goodwin Rd, Camas, WA	
173206000	<i>Robb Hill Brian Mullins</i> <i>Barbara J Sheldon Barbara Sheldon</i>	21731 NE 28TH ST, CAMAS, WA 98607	7/3/23
173173000	<i>James Coburn</i> JAMES COBURN	21715 NE 28TH ST, CAMAS, WA 98607	7/7/23
173170000		21715 NE 28TH ST, CAMAS, WA 98607	
173186000	<i>Monica Bruher</i> Monica Bruher	21917 NE 28TH ST, CAMAS, WA 98607	7/1/2023
173211000		21919 NE 28TH ST, CAMAS, WA 98607	

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



Ref	Address	Owner Name	Lot Size (Acres)	Total Assessed Value	% of total	Intent Y/N
A	2521 NE GOODWIN RD, CAMAS, WA 98607	FREESE THAD V & FREESE SALLY KAYE TRUSTEES	3.60	\$1,180,462	13.5%	Y
B	2519 NE GOODWIN RD, CAMAS, WA 98607	CHADWICK STEPHANIE L & CHADWICK SCOTT	1.13	\$922,509	10.6%	Y
C	2525 NE GOODWIN RD, CAMAS, WA 98607	BAHU MARWAN A	11.67	\$2,122,219	24.3%	Y
D	21731 NE 28TH ST, CAMAS, WA 98607	SHELDON BARBARA J & MULLINS BRIAN K	6.00	\$1,263,906	14.5%	Y
E	21715 NE 28TH ST, CAMAS, 98607	COBURN JAMES A	2.18	\$541,267	6.2%	Y
F	21811 NE 28TH ST, CAMAS, WA 98607	MOUSER MARC & MOUSER VALERIE V	0.95	\$498,873	5.7%	
G	21917 NE 28TH ST, CAMAS, WA 98607	GRUHER JAMES S & GRUHER MONICA M	8.84	\$1,446,829	16.6%	Y
H	21919 NE 28TH ST, CAMAS, WA 98607	HERTENSTEIN SKIP & HERTENSTEIN MELISSA	4.99	\$762,765	8.7%	
				<b>\$8,738,830</b>	<b>100%</b>	<b>86%</b>





Goodwin/28<sup>th</sup> St. Annexation – outlined in green (light tan shading)  
 Dark Tan shading = existing property already annexed





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

Item 8.

General Application Form NE Goodwin & NE 28th Properties

Case Number: ANNEX23-04

### Applicant Information

Applicant/Contact: Monica Gruher Phone: 503 349-8888  
Address: 21917 NE 28th St m.gruher@comcast.net  
Street Address E-mail Address  
Camas WA 98607  
City State ZIP Code

### Property Information

Property Address: See attached Goodwin/28th Street Annexation  
Street Address County Assessor # / Parcel #  
City State ZIP Code  
Zoning District Site Size

### Description of Project

Brief description:  
10% Notice of Intent Approval  
Are you requesting a consolidated review per CMC 18.55.020(B)? YES ☐ NO ☐  
Permits Requested: ☐ Type I ☐ Type II ☐ Type III ☐ Type IV, BOA, Other

### Property Owner or Contract Purchaser

Owner's Name: See attached signature page Phone: ( )  
Last First  
Street Address Apartment/Unit #  
E mail Address: City State Zip

### Signature

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

Signature: Monica Gruher Date: 7/31/2023  
Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

Date Submitted: 7/31/23	Pre-Application Date:	<input type="checkbox"/> Electronic Copy Submitted	Receipt # 766776 7/31/23 By: CK Validation of Fees
Staff: Robert Maul	Related Cases #		

**Application Checklist and Fees [updated on January 1, 2023]**

Item 8.

◊ Annexation	\$944 - 10% petition; \$4,013 - 60% petition	001-00-345-890-00	\$	944
◊ Appeal Fee		001-00-345-810-00	\$436.00	\$
◊ Archaeological Review		001-00-345-810-00	\$150.00	\$
◊ Binding Site Plan	\$2,055 + \$24 per unit	001-00-345-810-00	\$	
◊ Boundary Line Adjustment		001-00-345-810-00	\$113.00	\$
◊ Comprehensive Plan Amendment		001-00-345-810-00	\$6,373.00	\$
◊ Conditional Use Permit				
Residential	\$3,738 + \$105 per unit	001-00-345-810-00	\$	
Non-Residential		001-00-345-810-00	\$4,734.00	\$
◊ Continuance of Public Hearing		001-00-345-810-00	\$573.00	\$
◊ Critical or Sensitive Areas (fee per type)		001-00-345-810-00	\$848.00	\$
(wetlands, steep slopes or potentially unstable soils, streams and watercourses, vegetation removal, wildlife habitat)				
◊ Design Review				
Minor		001-00-345-810-00	\$474.00	\$
Committee		001-00-345-810-00	\$2,598.00	\$
◊ Development Agreement	\$959 first hearing; \$590 ea. add'l hearing/continuance	001-00-345-810-00	\$	
◊ Director's Interpretation			\$350.00	\$
◊ Engineering Department Review - <b>Fees Collected at Time of Engineering Plan Approval</b>				
Construction Plan Review & Inspection	(3% of approved estimated construction costs)			
Modification to Approved Construction Plan Review	(Fee shown for information only)		\$459.00	
Single Family Residence (SFR) - Stormwater Plan Review	(Fee shown for information only)		\$228.00	
Gates/Barrier on Private Street Plan Review	(Fee shown for information only)		\$1,139.00	
◊ Fire Department Review				
Short Plat or other Development Construction Plan Review & Insp.		115-09-345-830-10	\$308.00	\$
Subdivision or PRD Construction Plan Review & Inspection		115-09-345-830-10	\$384.00	\$
Commercial Construction Plan Review & Inspection		115-09-345-830-10	\$460.00	\$
◊ Franchise Agreement Administrative Fee			\$5,696.00	\$
◊ Home Occupation				
Minor - Notification (No fee)			\$0.00	
Major		001-00-321-900-00	\$75.00	\$
◊ LI/BP Development	\$4,734 + \$41.00 per 1000 sf of GFA	001-00-345-810-00	\$	
◊ Minor Modifications to approved development		001-00-345-810-00	\$378.00	\$
◊ Planned Residential Development	\$38 per unit + subdivision fees	001-00-345-810-00	\$	
◊ Plat, Preliminary				
Short Plat	4 lots or less: \$2,118 per lot	001-00-345-810-00	\$	
Short Plat	5 lots or more: \$7,848 + \$250 per lot	001-00-345-810-00	\$	
Subdivision	\$7,848 + \$250 per lot	001-00-345-810-00	\$	
◊ Plat, Final:				
Short Plat		001-00-345-810-00	\$219.00	\$
Subdivision		001-00-345-810-00	\$2,598.00	\$
◊ Plat Modification/Alteration		001-00-345-810-00	\$1,308.00	\$
◊ Pre-Application (Type III or IV Permits)				
No fee for Type I or II				
General		001-00-345-810-00	\$387.00	\$
Subdivision (Type III or IV)		001-00-345-810-00	\$996.00	\$
◊ SEPA		001-00-345-890-00	\$886.00	\$
◊ Shoreline Permit		001-00-345-890-00	\$1,308.00	\$
◊ Sign Permit				
General Sign Permit	(Exempt if building permit is required)	001.00.322.400.00	\$45.00	\$
Master Sign Permit		001.00.322.400.00	\$138.00	\$
◊ Site Plan Review				
Residential	\$1,259 + \$34 per unit	001-00-345-810-00	\$	
Non-Residential	\$3,146 + \$68 per 1000 sf of GFA	001-00-345-810-00	\$	
Mixed Residential/Non Residential	(see below)	001-00-345-810-00	\$	
	\$4,435 + \$34 per res unit + \$68 per 1000 sf of GFA			
◊ Temporary Use Permit		001-00-321-990-00	\$88.00	\$
◊ Variance (Minor)		001-00-345-810-00	\$760.00	\$
◊ Variance (Major)		001-00-345-810-00	\$1,417.00	\$
◊ Zone Change (single tract)		001-00-345-810-00	\$3,659.00	\$

Fees reviewed & approved by Planner: \_\_\_\_\_

Initial

Date

Total Fees Due: \$

944

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

Item 8.

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

Date/Time 07/31/2023 02:58 PM

Receipt No. 00766776

Receipt Date 07/31/2023

CR plan 944.00

annex

annexation 944.00

Cash: 0.00

Other: 944.00

0.00

Check: 944.00

---

Total: 944.00

Change: 0.00

Check No: #3599,  
GOODWIN/28TH ST ANNEXATION

MONICA GRUHER  
Customer #: 000000

Cashier: ckafourous  
Station: IS02475

59



## RESOLUTION NO. 23-008

A RESOLUTION of the City Council of the City of Camas,  
Washington, adopting a Civility and Belonging Agreement.

WHEREAS, the City Council of the City of Camas has heretofore established an Equity Committee tasked with preparing a statement for council consideration and adoption related to civility issues; and

WHEREAS, the Equity Committee held meetings between March and July 2023, as supported by City staff, and fully explored ongoing and anticipated issues associated with civility and the appropriate standards for the practice of behaviors and interactions by and between the City council, staff, members of city committees and commissions, and the public; and

WHEREAS, over the last several years the City has adopted civility policies within the City employee handbook, and for participation within certain library and parks programs; and

WHEREAS, civility is the basic standard that extends and is practiced by all parties and should be expected of council, staff and citizens; and

WHEREAS, there is a clear expectation that individuals treat each other with respect, kindness, consideration, to reduce conflicts, harassment and disrespectful behavior which would thereby create a more productive and engaging environment for the conduct of City business; and

WHEREAS, all individuals, regardless of their station, background or opinions, are valued and should feel safe through their participation in City programs; and

WHEREAS, encouraging civility in such participation furthers constructive dialogue, improves decision making, and demonstrates a commitment to ethical behavior and professional conduct all of which support a positive reputation for the City of Camas; and

WHEREAS, in a broader sense, emphasizing civility in our interactions provides a means to address inappropriate conduct and, in particular for virtual spaces, serves as a foundation for establishing community guidelines, rules for participation, content, and engagement all of which assist in maintaining a positive online atmosphere; and

WHEREAS, adoption of a Civility and Belonging Agreement in the City of Camas demonstrates compliance with legal requirements related to discrimination, harassment, and other forms of misconduct while contributing to the cultivation of a positive organizational and community culture.

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

I.

The Civility and Belonging Agreement attached hereto as Exhibit “A” is hereby adopted by the City Council of the City of Camas as a binding statement of intent as relates to interactions by and between the City Council, staff, and members of the public in their participation within all City programs. The City Clerk is directed to maintain a copy of the Civility and Belonging Agreement as part of any Council guidance, rules and procedures as may be or hereinafter adopted related to Council operations or procedures.

ADOPTED at a regular meeting of the Council of the City of Camas, this 18th day of September, 2023.

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

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

APPROVED as to form:

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

## **CIVILITY & BELONGING AGREEMENT**

### City of Camas

The City of Camas prioritizes mutual respect and civility among its employees, councilors and citizens, contributing to a sense of belonging for all.

Respect, civility, integrity, and honesty are not just words but intentions that must be present in our interactions. Civility requires cooperation, tolerance, forgiveness, acceptance, inclusiveness, kindness, compassion, courtesy, perception, self-awareness, and patience.

We honor the right of expression and value individual freedom tempered with respect for the rights of others, even in controversial or out-of-favor viewpoints.

Individuals should not feel intimidated or face reprisals for voicing their concerns or participating in government or policy-making.

We acknowledge and are open to feedback on our behavior, understanding that perceptions of what is civil conduct can be influenced by culture and life experiences.

We each have a responsibility to counteract incivility and speak out when necessary.