



# City Council Regular Meeting Agenda

## Monday, June 07, 2021, 7:00 PM

### REMOTE MEETING PARTICIPATION

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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 to enable the City to make reasonable accommodations to ensure accessibility (28 CFR 35.102-35.104 ADA Title 1.).*

#### **How to join meeting:**

##### **OPTION 1 -**

1. Go to [www.zoom.us](http://www.zoom.us)
  - Download the app
  - Or, click "Join A Meeting" and paste Meeting ID – 998 4941 2810
2. Or, from any device click <https://zoom.us/j/99849412810>
3. Follow the prompts and wait for host to start meeting

##### **OPTION 2 - Join by phone (audio only):**

1. Dial 877-853-5257
2. Enter meeting ID #998 4941 2810, and then ##

#### **For Public Comment:**

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

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

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### **SPECIAL MEETING AMENDED AGENDA**

#### **CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

#### **ROLL CALL**

#### **PUBLIC COMMENTS**

#### **STAFF PRESENTATION**

1. [Clark County Commission on Aging](#)  
[Presenter: Jacqui Kamp, Clark County Planner, Larry Smith and Tanya Stewart, Commission on Aging](#)

[Time Estimate: 15 minutes](#)

2. [Parking Infraction Penalty](#)  
[Presenter: Steve Wall, Public Works Director](#)

[Time Estimate: 15 minutes](#)

## **CONSENT AGENDA**

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

3. [May 17, 2021 Camas City Council Workshop and Regular Meeting Minutes](#)
4. Automated Clearing House and Claim Checks Approved by Finance Committee
5. [Lake Management Plan Professional Services Agreement \(Submitted by Steve Wall, Public Works Director\)](#)
6. [Sourcewell Agreement \(Submitted by Cathy Huber Nickerson, Finance Director\)](#)
7. [Purchase and Sale Agreement with Farshad/Leena and Authorize the Mayor to Sign Closing Documents \(Submitted by Sam Adams, Utilities Manager\)](#)
8. [\\$499,326.53 Clark & Sons Excavating, Inc. NE 15th Ave Improvements \(Submitted by James Carothers, Engineering Manager\)](#)
9. [Purchase and Sale Agreement with Lacamas Heritage Properties, LLC and Authorize the Mayor to Sign Closing Documents \(Submitted by Steve Wall, Public Works Director\)](#)

## **NON-AGENDA ITEMS**

10. Staff
11. Council

## **MAYOR**

12. Mayor Announcements
13. [LGBTQ+ and Pride Month Proclamation](#)

[Time Estimate: 5 minutes](#)

14. [Juneteenth Day Proclamation](#)

[Time Estimate: 5 minutes](#)

## **MEETING ITEMS**

15. [Public Hearing for Six-Year Transportation Improvement Program](#)  
[Presenter: James Carothers, Engineering Manager](#)

[Time Estimate: 10 minutes](#)

16. [City of Camas Proclamation of Civil Emergency COVID-19](#)  
[Presenter: Jamal Fox, City Administrator](#)

[Time Estimate: 5 minutes](#)

**PUBLIC COMMENTS**

**ADJOURNMENT**



# Staff Report

June 7, 2021 Council Presentation

Clark County Commission on Aging  
Presenter: Jacqui Kamp, Clark County Planner, Larry Smith and Tanya Stewart,  
Commission on Aging

Phone	Email
360.817.7237	msutherland@cityofcamas.us

**BACKGROUND:** The Clark County Commission on Aging will present their annual report.

**SUMMARY:** A summary of the presentation can be found at [Commission on Aging's 2020 Annual Report](#).

**EQUITY CONSIDERATIONS:**

- What are the desired results and outcomes for this agenda item? Informational
- What's the data? What does the data tell us? n/a
- How have communities been engaged? Are there opportunities to expand engagement? n/a
- Who will benefit from, or be burdened by this agenda item? n/a
- What are the strategies to mitigate any unintended consequences? n/a
- Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. n/a
- Will this agenda item improve ADA accessibilities for people with disabilities? n/a
- What potential hurdles exists in implementing this proposal (include both operational and political)? n/a
- How will you ensure accountabilities, communicate, and evaluate results? n/a
- How does this item support a comprehensive plan goal, policy or other adopted resolution? The item provides information on aging in the community which aligns of the City's Comprehensive Plan.

**BUDGET IMPACT:** Informational presentation will not have a direct impact on the budget.

**RECOMMENDATION:** Information only.





# 2020 ANNUAL REPORT

CLARK COUNTY  
COMMISSION  
*on*  
**AGING**

# Commission on Aging

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- Created in 2012 to manage and carry out Aging Readiness Plan
- Diagram to the right illustrates our work



# Focus Areas

Housing 2016



Supportive Services 2017



Transportation 2018



Healthy Communities 2019



Engagement/Advocacy 2020



COVID-19 IMPACTS 2020



# COVID-19 Impacts on Older Adults

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- Access to food, supplies, and medications
- Housing challenges for vulnerable older adults
- Impacts of isolation and lack of socialization on older adults





# Access to Food, Supplies, and Medications

- Prepared Meals
- Groceries
- Delivery
- Transportation
- Socialization



# Housing Challenges for Vulnerable Older Adults



- Impacts on the houseless and those at-risk
- Service adaptations in senior housing:
  - Partnerships
  - Isolation intervention
- Keeping residents engaged and healthy

# The impacts of isolation and lack of socialization

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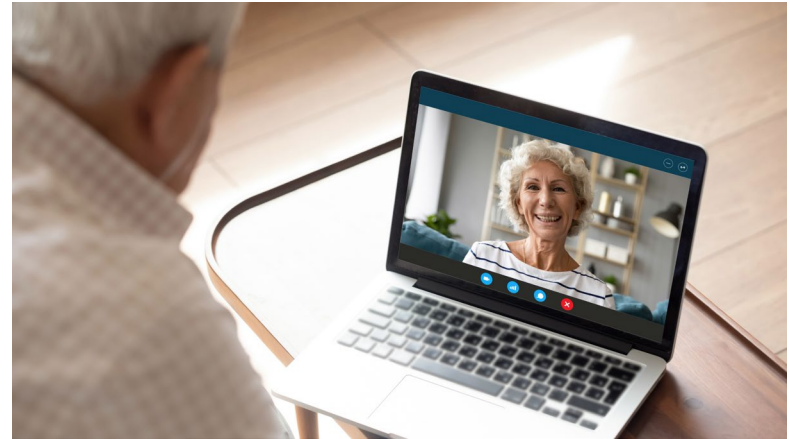
- Heart disease
- High blood pressure
- Cognitive decline
- Depression



# Commission Takeaways and Reflections

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1. Technology and internet access
2. Housing
3. Funding
4. Advocacy
5. Information and communication
6. Collaboration, coordination, and cooperation among organizations





# Update on strategy/recommendations

- Healthy Communities
  - Special shopping times
- Transportation
  - Pedestrian accessways
  - North County transportation pilot
- Supportive services
- Housing
- Education, awareness and advocacy
  - Silver Citizen Award



# 2021 Road to COVID-19 Recovery

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- Kick-off
- First and early responders
- Health and wellbeing
  - Serious illness and caregiver support
  - Food as medicine
  - Social determinants of health
  - Social connections
- Personal economics/Financial recovery



# Thank you!

## Comments and questions

Website:

[www.clark.wa.gov/aging](http://www.clark.wa.gov/aging)

Stay engaged. Sign up for updates:

<https://clark.wa.gov/community-planning/get-project-updates>





# Staff Report

June 7, 2021 Council Regular Meeting

Parking Infraction Penalty

Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

**BACKGROUND:** Camas Municipal Code Section 10.08.060 (Violation – Penalty) requires that the penalty for all general parking infractions within the City is \$15. This penalty has been in effect since at least 2010 when Ordinance 2589 was adopted. Earlier this year, the City Council requested that Staff review the Parking Infraction Penalty and bring a discussion to the City Council.

Staff previously reviewed the parking infraction penalty with the Parking Committee in January 2020. Though it was not specifically asked for at the time, the Committee recommended the penalty be increased to \$30 per infraction. Due to COVID and other factors, this recommendation was never brought before the City Council.

In February 2021, the Downtown Camas Association (DCA) submitted a letter to the City’s Parking Advisory Committee (attached for reference) requesting the Committee review the current penalty and consider the option of a tiered structure where the penalty for each vehicle increases with each infraction.

**SUMMARY:** The Parking Advisory Committee reviewed the parking infraction penalty, including the proposal by the DCA, at its May 11, 2021 meeting. The Committee discussed the information available and made a motion recommending that Council consider revising the current parking infraction penalty language in the Camas Municipal Code to include a tiered structure by which the penalty increases with each additional infraction. The Parking Committee did not suggest any amounts to be used for each tier and felt that was something for the City Council to determine with input from staff.

### EQUITY CONSIDERATIONS:

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

- Respond to Council’s request of bringing forward a discussion regarding the current parking infraction penalty and to receive general direction on Council’s preference regarding the penalty. If desired, staff would bring an ordinance forward for Council’s consideration at a future meeting.

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

- Staff has not yet collected relevant data related to the cost of parking infractions in other communities as they might compare to Camas. This work would be completed should Council wish to proceed with revising the penalty.

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

- Input from the Downtown Camas Association has been received. The City has not received any additional formal input regarding the penalty; however, there may be opportunities to do that prior to bringing forward an Ordinance for consideration.

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

- There are some that believe downtown businesses will benefit from increasing the parking infraction penalty as it will encourage employees to park farther away from the Downtown core, leaving spaces open for patrons. Alternatively, there is a perception by some that issuing parking infractions in general is seen as a negative factor for visitors to the City.

What are the strategies to mitigate any unintended consequences?

- Review of the initial proposal to increase the parking infraction penalty with the Parking Advisory Committee, further discussion with the City Council, and opportunities for the public to comment at Council meetings are all intended to reduce or mitigate any unintended consequences.

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

- N/A

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

- N/A

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

- There will be political hurdles to overcome as there are businesses, patrons and citizens that all have varying opinions on what should be done regarding parking downtown.

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

- N/A

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

- N/A

**BUDGET IMPACT:** Increasing the parking infraction penalty and/or implementing a tiered structure by which the penalty increases with each ticket could have the potential to slightly increase revenues under Fines and Forfeitures. However, there is also the potential for a slight increase in administration time needed to process the penalties and follow through on reporting to the State of Washington those that do not pay.

**RECOMMENDATION:** Staff is seeking direction from Council regarding the desire to draft an Ordinance revising the Parking Infraction Penalty and what structure Council prefers – flat rate vs. tiered.



February 13<sup>th</sup>, 2021

City of Camas Parking Advisory Committee

Re: Parking Ticket Fee Structure Change Suggestion

Dear Parking Advisory Committee members,

As a parking spot in a Main Street town has incredible value and allows for continued commerce throughout the day, it is highly recommended that downtown parking spots are for customers only. If an employee or business owner parks in downtown spots all day, hundreds of dollars of potential commerce are lost each day—per each space! Since the current cost of a parking ticket is nominal, many of our downtown parking spots each day are being used by staff and owners willing to risk getting the occasional ticket.

The DCA would again like to propose the following idea that can help encourage employees and owners to park further outside of the core and leave parking spots open for their and their neighboring businesses' customers. It's a tiered approach which is welcoming to the first time visitor and gives extra cost to repeat offenders.

Because the city possesses the technology to tell if a car has received a ticket before, it allows for this type of suggested approach:

- **First offense** (exceeding parking time limit): Car receives a friendly reminder that we have free parking in downtown but that we do have time limits to maintain customer flow. No fee with this "ticket".
- **Second offense**: \$15 ticket
- **Third and subsequent offenses**: \$45-50 per ticket

This approach provides a friendly, welcoming reminder to first time visitors who may not know about parking limits yet and also makes it very clear to repeat offenders that spots are meant for customers.

Thank you for considering this recommendation. If assistance is needed for implementing first time ticket forgiveness, the DCA would be interested in collaborating with the City on this.

Sincerely,  
 Carrie Schulstad  
 Executive Director  
 Downtown Camas Association



**City Council Workshop Minutes - Draft**  
**Monday, May 17, 2021, 4:30 PM**  
**REMOTE MEETING PARTICIPATION**

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

**SPECIAL MEETING**

**CALL TO ORDER**

Mayor Pro Tem Ellen Burton called the meeting to order at 4:30 p.m.

**ROLL CALL**

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

Excused: Council Member Melissa Smith

Staff: Phil Bourquin, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Bryan Rachal, Heather Rowley, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

**PUBLIC COMMENTS**

No one from the public wished to speak.

Emailed comments received via [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) are attached to these minutes.

**WORKSHOP TOPICS**

1. Lake Management Plan Draft Scope of Work  
 Presenter: Steve Wall, Public Works Director

Wall provided an overview of the scope of work. Discussion ensued. This item will be placed on the June 7, 2021 Consent Agenda for Council's consideration.

2. Six-Year Transportation Improvement Program  
 Presenter: James Carothers, Engineering Manager

Carothers provided an overview of the proposed program. Discussion ensued. A public hearing will be scheduled for the June 7, 2021 Regular Meeting.

3. Professional Services Agreement with Merina+CO  
 Presenters: Nick Swinhart, Fire Chief; Rob Moody and Jordan Henderson, Merina+CO

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



Swinhart provided an overview of the proposed fire merger study. Moody and Henderson gave a presentation regarding the execution of the study. This item was also placed on the May 17, 2021 Regular Meeting Agenda for Council's consideration.

4. East County Fire and Rescue (ECFR) Interlocal Agreement Renewal  
Presenter: Nick Swinhart, Fire Chief

Swinhart provided an overview of the ECFR agreement. This item was also placed on the May 17, 2021 Consent Agenda for Council's consideration.

5. Fireworks Discussion  
Presenter: Nick Swinhart, Fire Chief and Ron Schumacher, Fire Marshal

Swinhart and Schumacher provided an overview of current City code related to fireworks. Discussion ensued. Mayor Pro Tem requested Council Members Anderson, Hogan and Roberts work with staff to facilitate community engagement.

6. Staff Miscellaneous Updates  
Presenter: Jennifer Gorsuch, Administrative Services Director

Gorsuch confirmed consensus with Council regarding future agenda topics.

Wall provided a brief overview of the Grounds Equipment and Maintenance (GEM) Interlocal Agreement Extension for the May 17, 2021 Consent Agenda.

## **COUNCIL COMMENTS AND REPORTS**

With consensus, Council Comments were deferred to the 7:00 p.m. Regular Meeting.

## **PUBLIC COMMENTS**

Carrie Schulstad, 1341 NW Pinyon Court, Camas, commented about the recent Downtown Camas Association's (DCA) First Friday ribbon cuttings.

John Ley, 444 NW Fremont Street, Camas, commented about fire staff funding.

## **ADJOURNMENT**

The meeting adjourned at 6:32 p.m.

**From:** [Christian Levenick](#)  
**To:** [Public Comments](#)  
**Subject:** Regarding Further Fireworks Restrictions and Local Business Owners  
**Date:** Monday, May 17, 2021 2:49:52 PM

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

hi all-

If fireworks are to be banned for private use in Camas, not only will it meet opposition among our residents seeking to maintain normal traditions, but most importantly it will be directly cutting off the business of at least one of our residents.

Anyone should be upset if what ends up happening is that mortars and big fireworks remain publicly available in the county but only available through one monopolized source...leaving 'safe&sane' fireworks as the only type that local independent vendors can make a business out of in our county or state. (free trade is a hallmark of our nation. The fact is that regardless of our city's restrictions, visitors and residents would predictably purchase what they desire where they can and transport them to Camas)

I live in the Camas growth boundary: so, unincorporated county dirt/but yes Camas schools&trash...one day, we'll be just as proud to be in City of Camas as you are.

Thank you for what you do for us & all the very Best!



**City Council Regular Meeting Minutes - Draft**  
**Monday, May 17, 2021, 7:00 PM**  
**REMOTE MEETING PARTICIPATION**

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

**SPECIAL MEETING**

**CALL TO ORDER**

Mayor Pro Tem Ellen Burton called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

Excused: Council Member Melissa Smith

Staff: Phil Bourquin, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Bryan Rachal, Heather Rowley, Ron Schumacher, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

**PUBLIC COMMENTS**

Randal Friedman, 1187 Northwest 10th Avenue, Camas, commented about the Georgia-Pacific (GP) Camas Mill and the Washington State Department of Ecology.

**CONSENT AGENDA**

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

1. May 3, 2021 Camas City Council Workshop and Regular Meeting Minutes
2. \$1,167,487.19 Automated Clearing House and Claim Checks Numbered 147450 to 147608
3. \$91,673.84 April 2021 Emergency Medical Services (EMS) Write-off Billings; \$81,246.20 Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$10,427.64 Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)
4. Aeration Basin #3 Cleaning Project (Submitted by Sam Adams, Utilities Manager)

5. NW 38<sup>th</sup> Avenue (Ph 2) Wetland Monitoring Professional Services Amendment 1 (Submitted by James Carothers, Engineering Manager)
6. Grounds Equipment and Maintenance (GEM) Interlocal Agreement Extension (Submitted by Denis Ryan, Public Works Operations Supervisor)
7. Interlocal agreement renewal with East County Fire and Rescue (Submitted by Nick Swinhart, Fire Chief)

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

#### **NON-AGENDA ITEMS**

8. Staff

There were no updates from staff.

9. Council

Anderson attended an equity listening session and meetings for C-TRAN and the Joint Policy Advisory Committee (JPAC).

Chaney commented about the GP Camas Mill and the Department of Ecology.

Hogan requested to add to the current meeting an agenda item to discuss the GP Camas Mill and the Department of Ecology.

Roberts attended a Clark County Veterans Advisory Board meeting and will attend the Planning Commission meeting. She commented about the GP Camas Mill and the Department of Ecology.

Carter attended a Library Board of Trustees meeting and commented about candidate deadlines for elected positions.

Hogan attended the Columbia River Economic Development Council (CREDC) meeting and commented about Camas Days.

#### **MAYOR**

10. Mayor Announcements

Mayor Pro Tem attended the Downtown Camas Association (DCA) First Friday, a DCA Board meeting, a Department of Ecology seminar, and a JPAC meeting.

Mayor Pro Tem acknowledged the resignation of former mayor, Barry McDonnell, and thanked him for his service to the City and commented about the process to appoint an interim Mayor.

She commented about future Council meeting agendas and the City Council Town Hall on June 14, 2021.

11. Taiwanese American Heritage Week Proclamation

Mayor Pro Tem Proclaimed May 16-22, 2021 as Taiwanese American Heritage Week in Camas.

## MEETING ITEMS

12. Professional Services Agreement with Merina+CO  
Presenter: Nick Swinhart, Fire Chief

**It was moved by Anderson, and seconded, to approve the Professional Services Agreement with Merina+CO. The motion carried unanimously.**

13. American Rescue Plan Act Funding  
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson presented an overview of the American Rescue Plan Act Funding. Discussion ensued. This item will be placed on a future agenda for further discussion.

14. Nonprofit Funding Process Proposal  
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the proposed process. Discussion ensued. This item will be placed on a future agenda for further discussion.

15. City of Camas Proclamation of Civil Emergency COVID-19  
Presenter: Jennifer Gorsuch, Administrative Services Director

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

## ITEMS ADDED TO THE AGENDA

16. Georgia-Pacific and Washington State Department of Ecology Discussion

With Council consensus, Mayor Pro Tem will send a letter to the Washington State Department of Ecology requesting a citizen advisory committee for the GP Camas Mill clean up.

## PUBLIC COMMENTS

Easton Lee, Vancouver, commented about the Taiwanese American Heritage Proclamation

David Ripp, Port of Camas-Washougal, commented about Georgia-Pacific and the Department of Ecology.

Randal Friedman, 1187 Northwest 10th Avenue, Camas, commented about Georgia-Pacific and the Department of Ecology.

## EXECUTIVE SESSION

17. Executive Session – Topic: Potential Litigation (RCW 42.30.110)

The Council met in an Executive Session regarding potential litigation per RCW 42.30.110. Mayor Pro Tem recessed the regular meeting at 8:28 p.m. It was held via online ZOOM application. Elected officials present were: Mayor Pro Tem Burton and Council Members Anderson, Carter, Chaney, Hogan, and Roberts. Others present were City Attorney Shawn MacPherson, Administrative Services Director Jennifer Gorsuch, Community Development Director Phil Bourquin, Public Works Director Steve Wall, Planning Manager Robert Maul and Engineering Manager James Carothers. The regular meeting reconvened at 8:58 p.m.

**ADJOURNMENT**

The meeting adjourned at 8:59 p.m.



# Staff Report – Consent Agenda

June 7, 2021 Council Regular Meeting

Lake Management Plan Professional Services Agreement (Submitted by Steve Wall, Public Works Director)

Phone	Email
360.817.7899	swall@cityofcamas.us

**INTRODUCTION/PURPOSE/SUMMARY:** Staff presented a summary of a Draft Scope of Work and Fee Estimate from Geosyntec Consultants at the May 17 City Council Workshop for Phase 1 of development of a Lake Management Plan. Staff has taken all comments received from the Lacamas Creek Watershed Committee (LCWC) and the Council and incorporated them into the Scope of Work included in the attached Professional Services Agreement.

For reference, there were two changes made to the Scope of Work since the Workshop that impacted the total fee estimate. Based on feedback received from the LCWC, the following changes were made:

- Task 1.1 (Data and Background Review) – A Contingency Task in the amount of \$7,000 has been added. Staff and the consultant team believe there is potential benefit of completing this work, but additional coordination with the Department of Ecology is needed before making a final determination. This Contingency Task would need to be authorized in writing by the City prior to the consultant completing any work.
- Task 1.2 (Communication, Outreach and Stakeholder Consultation) – An additional \$5,900 has been added to this task to assist in the effort of completing on-site, in-person surveys and outreach to people visiting City parks (e.g. Heritage).
- Other minor edits were made to the Scope of Work that did not have any impact on the overall cost of the Phase 1 work.

The total fee estimate for Phase 1 has been increased \$12,900 to \$106,400, including the Contingency Task in Section 1.1.

### EQUITY CONSIDERATIONS:

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

- Approval of the professional services agreement to complete Phase 1 of the Lake Management Plan project.

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

- N/A

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

- The Lacamas Creek Watershed Committee has reviewed and commented on the Scope of Work. Additionally, the project will include extensive forms of education and outreach materials in an effort to engage citizens.

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

- All users of the Lakes will ultimately benefit from this work.

What are the strategies to mitigate any unintended consequences?

- Public education and outreach, coordination with partner agencies, and input from the Lacamas Creek Watershed Committee and City Council will all help to mitigate any unintended consequences.

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

- N/A

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

- N/A

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

- Gathering feedback from all of the various stakeholders and developing a plan that meets the needs of the committee is not anticipated to be an easy task due to the varying opinions and differing interests. Additionally, the Plan will outline various management strategies that will need to be implemented that the City does not currently have funding for.

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

- As discussed above, this project will include significant public outreach and engagement throughout the duration of plan development.

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

- Improving water quality and ensuring long-term use of the Lakes meets multiple goals and policies identified in the City's adopted plans. Additionally, the Council adopted Resolution 20-016 identifying the need to improve water quality and protect the Lakes.



**BUDGET IMPACT:** As noted above, the Phase 1 Fee Estimate is \$106,400, including \$7,000 in Contingency Tasks that would not be spent without specific authorization by the City. As discussed with Council at the May 17, 2021 Workshop, the City currently has \$521,667 in available funding for the project. This includes \$300,000 from the Stormwater Fund, \$66,667 from an Ecology Freshwater Algae Control Grant, and \$155,000 from a State Capital Budget proviso.

**RECOMMENDATION:** Approve on Consent the Professional Services Agreement with Geosyntec Consulting, Inc. in the amount of \$106,400.



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

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

Project No. D-1010

**LAKE MANAGEMENT PLAN – PHASE 1**

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

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project identified above.
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2021** unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made within 30 days of the invoice date, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "B"**.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant 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. Consultant shall not be responsible for any changes to Documents or use on other projects, without Consultant's prior written consent.
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 to the extent resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the 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 "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

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

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

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



16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
 Steve Wall, Public Works Director  
 City of Camas  
 616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607  
 PH: 360-817-7899  
 EMAIL: [swall@cityofcamas.us](mailto:swall@cityofcamas.us)

Notices to Consultant shall be sent to the following address:

Rob Annear  
 Geosyntec Consultants, Inc.  
 920 SW Sixth Avenue, Suite 600  
 Portland, OR 97204  
 PH: (503) 222-9518  
 EMAIL: [rannear@geosyntec.com](mailto:rannear@geosyntec.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 artibrator's decision shall be final and legally binding and judgment be entered thereon.

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF CAMAS:

CONSULTANT:

*Authorized Representative*

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_



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



920 SW 6<sup>th</sup> Ave, Suite 600  
 Portland, Oregon 97204  
 PH 503.222.9518  
 FAX 971.271.5884  
 www.geosyntec.com

VIA ELECTRONIC MAIL

May 18, 2021

Mr. Steve Wall, P.E.  
 Public Works Director  
 City of Camas  
 616 NE 4th Avenue  
 Camas, WA 98607

**Subject: Phase 1 Scope of Work, Lake Management Planning**

Dear Mr. Wall,

On behalf of Geosyntec Consultants, Inc. (Geosyntec), we are pleased to present you with our draft scope of work for Phase 1 of the Lake Management Planning support to the City of Camas (City). Geosyntec's team with MacKay Sposito and JLA have developed this draft scope of work and budget for Lake Management Planning for Lacamas, Round and Fallen Leaf Lakes.

The scope of work and budget serves as Exhibit A and B in the Professional Services Agreement between the City of Camas and Geosyntec (Project No. D-1010).

## **PHASE 1 SCOPE OF SERVICES**

### **Task 1.1 Data and Background Review**

#### **Objective**

The objective of this task is to gather existing data and background information on the watershed, Lacamas Creek and Lacamas, Round and Fallen Leaf Lakes, and use this information to supplement our current understanding of the Lakes, identify data and knowledge gaps, and identify potential next steps to fill these gaps. Existing data collection programs will be leveraged to the extent possible. For example, the Washington State Department of Ecology (Ecology) is collecting data for its watershed assessment; we will assess if preliminary data from this effort can be acquired. Existing City programs will also be leveraged to fill data gaps to the extent possible.

#### **Goals**

- Develop a preliminary Conceptual Site Model (CSM) of the lake to inform Phase 2
- Identify data gaps for filling in Phase 2 and beyond

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## Activities

- Hold a Kickoff Meeting with the City and Team on Lacamas Lake or at the nearby Park.
- Set up a file sharing system, using OneDrive, for internal use for the City and Consulting team.
- Acquire and review relevant datasets and previous studies, including:
  - Stream flow and precipitation data from Clark County
  - In-lake water surface elevation and water quality measurements from Clark County, Ecology, and other sources (as available)
  - Data on algal blooms, including times of visual observations of algae as well as laboratory results
  - Water quality data from stormwater outfalls, treatment facilities, permitted discharges and, as available, agricultural runoff
  - Lake bathymetry
  - Dam operations, including flows released downstream and drawdown timing
  - GIS datasets such as lake and watershed boundaries, land use, and land elevation (e.g. LiDAR)
  - Meteorology data
- Participate in driving tour for field reconnaissance of the Lake, inflows, and both known and potential nutrient sources.
- Develop a preliminary Conceptual Site Model of the three lakes.
  - Evaluate relationships between environmental variables, for example:
    - Timing of algal blooms compared with periods of high nutrient concentrations in inflows.
    - Relationships between in-lake temperature and dissolved oxygen, and algal blooms.
  - Trophic status (degree of productivity).
  - Water Budget.
  - Nutrient Loading Sources.
  - Nutrient Budget.
  - Identify data and knowledge gaps.
- Develop a PowerPoint slide deck summarizing the results of this task for the City team to review and provide feedback.
- Based on feedback, variations of this presentation may be created for different audiences such as City management, City Council, and the Lacamas Creek Watershed Council or other stakeholders.



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### **Deliverables**

- The deliverable for this task will be a slide deck with results from this task, and one or more presentations to the City and stakeholders.

### **Assumptions**

- The City will provide relevant data to Geosyntec as available.
- The City will facilitate outreach for data requests to other agencies; the Geosyntec team including Marty Snell and Adrienne DeDona can support this process as well.
- City personnel will have an opportunity to provide one round of comments on draft presentation slides prior to the presentation to stakeholders.
- The results of this task will be documented in the Phase 2 Lake Management Plan report once data gaps are filled.

### **Task 1.2 Communication, Outreach and Stakeholder Consultation**

#### **Objective**

The objective of this task is to conduct early outreach which will guide later engagement efforts and gain an understanding of existing lake issues, which will generate ideas for resolving these issues through the Lake Management Plan. This includes soliciting input from key stakeholders to inform initial project stages and ensure that later communication with the general public includes consistent messaging, timely dissemination of information, and proactive mitigation of misinformation. Stakeholder discussions will include meetings with groups such as Camas Meadows Golf Club and Camas School District to share information about the project and learn about their landscaping practices, water use, and use of fertilizers.

This task will include general communication and information to the community to generate awareness of the Lake Management Plan project and begin early education efforts, which might include establishing a project webpage, social media content, posters and flyers.

#### **Goals**

- Meet with key stakeholders and have initial conversations to shape the Communications Plan in Phase 2
- Start initial public education on outreach about the project which will shape the Communications Plan in Phase 2

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### Activities

- Schedule a public involvement kickoff meeting to be held between the Geosyntec team and the City to gain a solid understanding of the public engagement opportunities, issues and goals for the process.
- Identify and reach out to key stakeholders, including partner agencies, as well as identify the best ways to engage these stakeholders.
- Schedule up to 6 two-hour meetings, including developing agendas, discussion questions and compiling meeting minutes. Key stakeholders should include at minimum:
  - Lacamas Lake Advisory Committee
  - City Council
  - Parks Commission
  - Partner Agencies (Clark County Health and Public Works, WA Ecology, WA Agriculture, SWCD, and others)
  - Key Property Owners
    - Golf Course
    - Johnston Dairy
    - Camas Schools
- Conduct an online community survey to gather input and feedback on watershed and lake issues.
- Conduct in-person event at Heritage Park and one additional location to get community survey input.
- Coordinate with the City to establish a project webpage using the Engage Camas platform and post project information on the City's social media platforms. This webpage will be used for information sharing and gathering with the public.
- Develop initial public education and outreach materials to post on the City's website to announce the project. Collaborate with WA Department of Ecology through the Lacamas Creek Partnership for Clean Water and the Watershed Alliance of Southwest Washington to utilize existing education materials, where possible.

### Deliverables

- Agendas, discussion questions and summary report of meetings with up to 6 key stakeholder meetings



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- Establishment of a flow process, and point person for data sharing, for data flow between the different stakeholders (Ecology, County, City) and where is that data going to be stored.

### Assumptions

- Recognizing that the current pandemic is a constantly changing situation, JLA will work closely with the City and Geosyntec team to determine the best methods to engage people whether that's online or safely distanced in-person engagement.
- Each stakeholder meeting includes about seven hours of staff time to schedule, prepare, attend and document results. This includes 2 public involvement staff attending each two-hour meeting.

### Task 1.3 Lake Management Workplan Development

#### Objective

The objective of this task is to set the stage and provide a strong foundation for Phase 2. The outcome of this process will be a workplan for Phase 2 that is clear, includes specific activities and objectives, and is well received by stakeholders. The workplan will include activities that will fill necessary data gaps to develop a Lake Cyanobacteria Management Plan in the Washington State Department of Ecology format.

#### Goals

- Develop a work plan (schedule, scope and budget) for Phase 2 which includes:
  - QAPP for field work
  - Field work activities
  - Public Outreach Plan
  - Possible technical analyses
  - Lake Management Plan Development

#### Activities

- Based on the results of the data gap analysis, identify specific monitoring studies in the short term.
- Develop draft workplan (scope, schedule and budget) for Phase 2 elements:
  - Public Involvement and Outreach Plan
  - QAPP for field work
  - Field work studies
  - Possible technical analyses

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- Lake Management Plan Development
  - Present the Phase 2 workplan at a workshop with the City and potentially other stakeholders.
  - Develop Final Workplan

### **Deliverables**

- Draft workplan for Phase 2 including scope, schedule, staffing, and costs.
- Presentation of the Phase 2 workplan at a review meeting with the City (and potentially key stakeholders) to solicit feedback.
- Final Phase 2 workplan.

### **Assumptions**

- The City will provide one round of review comments on the draft workplan slides prior to a potential presentation to stakeholders.
- The written draft workplan (scope, schedule and cost) will undergo one round of review before presenting to stakeholders and one round of review to incorporate stakeholder feedback prior to being finalized.

### **Task 1.4 Identify Short-Term Wins for 2021 Summer Season**

#### **Objective**

The objective of this task is to evaluate potential immediate actions to improve lake water quality for the summer of 2021.

#### **Goals**

- Identify and prioritize short activities for the City, consultant team or volunteers to conduct in Phase 1 or early in Phase 2 to improve lake water quality.

#### **Activities**

- Discuss potential short-term project ideas for the 2021 summer season with the City, including:
  - After confirming strategies through early stakeholder discussions, we will initiate a stewardship program and education campaign with City residents and others to reduce the use of fertilizers. This may include training for landscape



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- contractors. This effort would leverage similar education campaigns JLA has conducted for other communities.
- Start a dialogue with Camas Meadows Golf Club and the Camas School District to better understand their practices for landscaping, water use, and use of fertilizers. This may result in an opportunity to reduce nutrient loading to the lake.
  - Begin a dialogue with other large landowners, such as the Johnston Dairy. We understand that the communications with the Dairy would need to be coordinated with the Washington State Department of Agriculture.
  - Assist the City with optimization of stormwater BMP maintenance activities (e.g. removal of sediments from catch basins and inlets) and street sweeping to focus efforts on areas where sediments have a higher organic content, such as areas with high tree canopy coverage.
  - Evaluate the costs and benefits associated with treating the Lakes with Alum or Phoslock to potentially improve water clarity and the occurrence of algal blooms this summer. This is a temporary measure but would raise awareness in the community. This task includes dialogue with vendors regarding the treatment process and the best time to apply them.
  - Collaborate with soil and water conservation service to identify possible opportunities for working with agricultural producers to reduce sediment and nutrient loading to Lacamas Creek. For example, this could be simple fencing or hydroseeding to restore stream banks and prevent erosion.
  - Lake Trail and Round Lake trail network: implement erosion control measures/restoration for “hot spots.”
  - Check and change out catch-basin cartridge units along Dwyer creek and along NW Camas Meadows Drive.
  - Evaluate the potential for stockpile management at the Golf Course to manage stormwater runoff.
  - Improve the visibility of status of lake water quality information to citizens.
  - Help educate the public about lake status. For example, the public doesn’t know difference between “caution” and “advisory” regarding Harmful Algae Bloom (HAB) toxin levels. Collaborate with Clark County Health to ensure messaging is consistent and in-line with Lake Management Plan project messaging.
- Following initial discussions with the city, evaluate a subset of these ideas and recommend to the City which to pursue.



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### **Deliverables**

- Based on initial discussions with the City, a presentation will be developed outlining recommended short-term actions.

### **Assumptions**

- Short-term actions to be pursued will be agreed upon between the Geosyntec team and City personnel.
- The cost of treating the lake with alum or Phoslock will not be included in the Phase 1 scope of work.

### **Task 1.5 Identify Funding and Volunteer Opportunities**

#### **Objective**

The objective of this task will be to review grants the City has obtained, understand what strategies these grants cover, and determine if there are additional funding opportunities the City could position for.

#### **Goals**

- Identify and organize past and current funding opportunities to help develop an ongoing funding strategy in Phase 2.
- Identify possible volunteer activities that will engage the community and potentially be a component of the funding strategy.

#### **Activities**

- Review current funding sources.
- Evaluate additional opportunities with Clark County, Washington Department of Ecology, the U.S. Department of Agriculture, non-profits and private foundations (examples may include PeaceHealth, Trout Unlimited, and Ducks Unlimited).
- Evaluate volunteer opportunities for Advisory Committee members, the Lacamas Watershed Council members as well as the general public.
- Evaluate options for conducting lake usage surveys to assess, how prevalent the lake is used by motorboats, swimmers, paddle boats. Also consider whether drone flights over the lake to evaluate where motorboats are used may be helpful.
- Conduct a funding strategy session with key City staff.

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- Develop recommendations and outline a funding strategy for the next 12 to 24 months in a technical memorandum.

#### **Deliverables**

- A technical memorandum outlining a funding strategy for the next 12 to 24 months, including additional grant opportunities to pursue.

#### **Assumptions**

- This task does not include the Geosyntec team preparing grant applications.

### **Task 1.6 Project Management**

#### **Objective**

The objective of this task is to effectively manage the project schedule and budget and provide timely updates on the progress.

#### **Activities**

- Provide regular updates on progress via phone, email and meetings.
- Manage the project, including scope, schedule and budget and subconsultant fees and expenses.

#### **Deliverables**

- Monthly invoices.

#### **Assumptions**

- Regular updates will be provided as agreed upon between the Geosyntec team and the City.

### **Task 1.7 Contingency Task**

#### **Objective**

The objective of this task is to potentially conduct field sampling in Lacamas, Round and Fallen Leaf Lakes.

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### Activities

- Conduct once a month field visits to the three lakes: Fallen Leaf, Round and Lacamas Lakes (3 locations) to acquire grab samples for 3 months for a total of 9 grab samples.
- Analyze the grab samples at a lab for nitrate-nitrite, total phosphorous, total persulfate nitrogen, and ortho-phosphorous.
- Total suspended solids (TSS) and E. Coli sampling could be added, if desired.

### Deliverables

- Lab sample analysis results.

### Assumptions

- Data would be analyzed as part of Task 1.1.
- No work would be conducted under this contingency task without e-mail or written approval from the City.

## BUDGET

Geosyntec is pleased to provide you this quotation for the Phase 1 Scope of Work, to be completed in the first 90 days, on a time and materials basis of \$106,400. This budget estimate includes a 3% communications fee on Geosyntec labor only and a 10% markup on subconsultant labor and any expenses. This is based on the Geosyntec standard rate schedule as provided.

In Table 1 below is a budget summary for the tasks outlined above Phase 1. A detailed budget breakdown is provided below.

Task	Description	Total Cost
1.1	Data and Background Review	\$19,000
1.2	Communication, Outreach and Stakeholder Consultation	\$32,400
1.3	Lake Management Workplan Development	\$25,000
1.4	Identify Short-Term Wins for 2021 Summer Season	\$7,300
1.5	Identify Funding Opportunities	\$5,000
1.6	Project Management	\$9,500
1.7	Contingency Task	\$7,000
	Total	\$105,200
	Communications Fee, 3% (on Geosyntec labor only)	\$1,200
		\$106,400



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**CLOSURE**

If you have any questions regarding our draft scope of work for Phase 1, please feel free to contact me at (971) 271-5906/(503) 936-0115, or by email at [RAnnear@geosyntec.com](mailto:RAnnear@geosyntec.com).

Thank you for the opportunity to submit this draft scope of work for your consideration.

Respectfully,



Robert Annear, Ph.D., P.E. (OR, WA, ID, FL, NC)  
Senior Principal Engineer  
971.271.5906  
[RAnnear@geosyntec.com](mailto:RAnnear@geosyntec.com)  
Geosyntec Consultants



Sean Ragain, RG  
Senior Principal and Vice President  
971.271.5907  
[SRagain@geosyntec.com](mailto:SRagain@geosyntec.com)  
Geosyntec Consultants



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

**GEOSYNTEC CONSULTANTS**  
**2021 RATE SCHEDULE**

Staff Professional	\$135
Senior Staff Professional	\$157
Professional	\$178
Project Professional	\$200
Senior Professional	\$225
Principal	\$245
Senior Principal	\$268
Technician I	\$ 73
Technician II	\$ 78
Senior Technician I	\$ 84
Senior Technician II	\$ 91
Site Manager I	\$102
Site Manager II	\$106
Construction Manager I	\$119
Construction Manager II	\$129
Senior Designer	\$172
Designer	\$144
Senior Drafter/Senior CADD Operator	\$ 132
Drafter/CADD Operator/Artist	\$ 118
Project Administrator	\$ 74
Clerical	\$ 58
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 10%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$ .09

Rates are provided on a confidential basis and are client and project specific.  
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Produce Price Index for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.  
Construction management fee presented upon request.

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

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

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



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

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

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

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

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

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

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

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

**Pertinent Non-Discrimination Authorities:**

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

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





**SOURCEWELL AGREEMENT**

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and City of Camas, Washington (hereinafter referred to as the "Member").

**Agreement**

- 1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
- 2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
- 3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
- 4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
- 5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
- 6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
- 7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

**Member Name**

**Sourcewell**

By Ellen Burton  
Its Acting Mayor  
TITLE

\_\_\_\_\_  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Rev. 5/2018

## MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name\* City of Camas, Washington

Address\* 616 NE 4th Avenue

City Camas

State/Province Code WA ZIP code\* 98607

Country United States

Employer Identification Number 91-6001233

Website https://cityofcamas.us

Contact person\* (First, Last) Catherine Huber Nickerson

Job Title\* Finance Director

Job Role\* City's financial management

E-mail\* chuber@cityofcamas.us

Phone\* 360-817-1537

**Organization Type:****Government**

- Federal
- State
- County
- Municipality
- Tribal
- Township
- Special District

**Education**

- Pre-K
- Public K-12
- Private K-12
- Public Higher Ed
- Private Higher Ed

**Non-Profit (Please include documentation demonstrating non-profit status)**

- Church
- Medical Facility
- Other

**REFERRED BY**

- Advertisement
- Colleague/Friend
- Vendor Representative
- Conference/Trade Show \_\_\_\_\_
- Search Engine/Web Search

**RETURN COMPLETED AGREEMENT TO:**

Sourcewell  
202 12<sup>th</sup> Street NE  
P.O. Box 219  
Staples, MN 56479

877-585-9706  
membership@sourcewell-mn.gov

*\*Denotes required information*





# Staff Report – Consent Agenda

June 7, 2021 Council Regular Meeting

Purchase and Sale Agreement with Farshad/Leena (Submitted by Sam Adams, Utilities Manager)

Phone	Email
360.817.1234	name@cityofcamas.us

**INTRODUCTION/PURPOSE/SUMMARY:** The Lacamas Reservoir was constructed in 1979 and is located near Sierra Street and NW 41st Court. There is one vacant lot located next to the City’s access road to the reservoir. The owner of the lot recently had it surveyed which revealed a boundary line and access discrepancy. A portion of the City’s fence, waterline and existing access road are all located on the neighbor’s property. The City has confirmed the boundaries with our own surveyor. The owner has been accommodating and has offered to sell the City the property based on the Clark County assessed value in question to resolve the boundaries. In addition, the owner is asking for \$2,600 in reimbursement for fence damage the owner fixed, which turned out to be the City’s fence on their property. The total purchase will be \$10,872 for property and fence reimbursement which will be paid out of the Water Utility Fund. To move the fencing, access road and waterline would cost substantially more than the amount offered, primarily as a result of the steep terrain and location of the City’s access.

**SUMMARY:** This is a Purchase and Sales Agreement between the City and Yazdidoust Farshad and Heydarinejad Leena for 517 square feet of property and reimbursement of expenses.

### EQUITY CONSIDERATIONS:

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

- This specific agenda item is for information only, but staff has also placed the Purchase and Sales agreement on the June 7, 2021 Regular Meeting Consent Agenda for Councils consideration.

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

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

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

- The City and residents will benefit from this sale by avoiding any impacts to the Lacamas Reservoir caused by the need to shut down the system to move the waterline.

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

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

Will this agenda item improve ADA accessibilities for people with disabilities? No

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

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

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

- Resolution of this boundary and access discrepancy will allow uninterrupted water service to continue for the City's residents as envisioned in the adopted Water System Plan Update.

**BUDGET IMPACT:** This Purchase and Sales Agreement is for \$10,872. The Water Fund has budget available to complete this purchase.

**RECOMMENDATION:** Approve the Purchase and Sale Agreement and Authorize the Mayor or designee to execute all closing documents.

REAL ESTATE PURCHASE AND SALE AGREEMENT  
WITH EARNEST MONEY PROVISION

1. **Effective Date:** \_\_\_\_\_, 2021
  
2. **Parties:** Yazdidoust Farshad and Heydarinejad Leena, husband and wife, hereinafter referred to as "Seller";  
  
and  
  
The City of Camas, a Washington municipal corporation, hereinafter referred to as "Purchaser".
  
3. **Property Sold:** Subject to the terms, conditions and considerations set forth herein, the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller certain real property located in Clark County, Washington, which is a portion of Tax Parcel No. 110186510, legally described as follows:  
  

County of Clark, State of Washington

See attached Exhibit "A" ("Premises").

  
Purchaser and Seller authorize the insertion of any correction to the legal description.
  
4. **Purchase Price:** The total purchase price for the Premises shall be Eight Thousand Two Hundred Seventy Two and NO/100 Dollars (\$8,272.00).
  
5. **Earnest Money Deposit:** Purchaser herewith deposits and delivers to Seller, and Seller hereby acknowledges receipt of the sum of Five Hundred and No/100 Dollars (\$500.00) as earnest money deposit. The earnest money shall be held in escrow by Clark County Title for the benefit of the parties.
  
6. **Escrow and Closing Agent:** Purchaser hereby authorizes Seller to establish an escrow with a title insurance company, or other mutually agreed closing agent, for the closing of the transaction contemplated herein, and to deliver to said escrow and closing agent an original of this Agreement, the earnest money deposit, escrow and closing instructions, and any and all other documentation necessary for closing. This Agreement shall be closed on or before June 9, 2021, which shall be the termination date.
  
7. **Title Insurance:** Purchaser, at Purchaser's expense, may elect to be furnished with a standard form owner's policy of title insurance at closing. Closing agent shall apply for a preliminary commitment for such insurance with a title insurance company. The policy shall insure title to the Premises in Purchaser to the full extent of the purchase price, subject to no encumbrances, defects or liens except those specified in the printed policy form, and those which are set forth in this Agreement. If title cannot be made so insurable on or before the closing date called for herein, either party may terminate this Agreement by written notice to the other party. In such event, unless Purchaser elects to waive such defects or encumbrances, the earnest money deposit and any down payment proceeds shall be refunded to Purchaser, less title insurance company charges.
  
8. **Title and Conveyance:** Title of Seller is to be free of encumbrances or defects except:
  - 8.1. Rights reserved in federal patents or state deeds; building or use restrictions general to the district, including governmental platting and subdivision requirements; reserved hydrocarbon and mineral rights; existing utility and other easements of record approved by Purchaser and not inconsistent with Purchaser's intended use; existing covenants, conditions, restrictions, deed exceptions and reservations of record as approved by Purchaser and not inconsistent with Purchaser's intended use; all of which shall not be deemed encumbrances or defects.

8.2. Encumbrances to be discharged by Seller may be paid out of purchase price at the date of closing. Seller shall convey title to the Premises to Purchaser by Deed of Dedication, subject to those encumbrances, liens and defects noted and accepted in Paragraphs 7 and 8 of this Agreement, and subject to encumbrances and defects assumed, and accepted or approved by Purchaser as provided in Paragraphs 7 and 8 of this Agreement.

9. **Closing Costs:** Purchaser shall be responsible for paying all closing costs. Seller shall pay all attorney fees incurred by Seller.

10. **Pro-rations and Adjustments at Closing:** Taxes and assessments for 2021 shall be prorated as of the date of closing.

11. **Possession:** Purchaser shall be entitled to possession of the Premises on the date of closing. From and after the effective date hereof until closing or earlier termination of this Agreement, Purchaser and its agents, employees and contractors shall be allowed access to the Premises prior to the closing for the purposes of conducting surveys, tests, inspections, studies and investigations on the Premises, and other investigations as Purchaser deems prudent. Seller shall cooperate fully and assist Purchaser in completing such surveys, tests, inspections, studies and investigations. Purchaser will, however, perform all surveys, tests, inspections, studies, and investigations at its own risk and expense. In addition, Purchaser will indemnify, defend and hold Seller harmless from any costs or claims for personal injury, property damage or materialman's/mechanic's liens resulting from Purchaser's entry onto the Premises to conduct such surveys, tests, inspections, studies and investigations. Should this transaction fail to close, Purchaser shall be responsible for leaving the Premises in a condition as close as reasonably possible to the condition in which Purchaser found it on the date of this Agreement.

12. **Conditions Precedent:** The enforceability of this Agreement by the parties hereto and the obligations of the parties to close escrow are subject to the occurrence or waiver of each of the following conditions precedent on or before the date established for closing as hereinabove set forth:

12.1 Approval of the condition of title to the Premises by Purchaser.

12.2 That all representations and warranties are true on the date of closing.

If any of the conditions are not satisfied or waived by the party who benefits from such conditions at or prior to closing, such party, without prejudice to any other rights or remedies herein provided, may withdraw from this transaction and be released from all liability hereunder by giving written notice to the other party and the escrow/closing agent. The parties' agreement to close this transaction constitutes their approval or waiver of all such conditions.

13. **Default:** If Purchaser defaults in the performance of its obligations hereunder, Seller's sole remedy shall be to withdraw the earnest money deposit from escrow as liquidated damages for such default and to rescind this Agreement, after which this Agreement shall be terminated and Purchaser shall have no further rights or obligations.

ELB  
\_\_\_\_\_  
Initials

If Seller defaults in the performance of his obligations hereunder, Purchaser may seek specific performance pursuant to the terms of this Agreement, damages, rescission, or any other remedy allowed by law. Notwithstanding the foregoing, if Seller is unable to convey title to the subject Premises in the condition required pursuant to this Agreement, the sole liability of Seller shall be to refund to Purchaser the earnest money deposit.

ELB  
\_\_\_\_\_  
Initials

14. **Attorney Fees and Costs:** In the event litigation arises out of this Agreement, the losing party agrees to pay the prevailing party's attorney fees incidental to said litigation, together with all costs and expenses incurred in connection with such action, including costs of searching records to

determine the condition of title, and whether or not incurred in trial court or on appeal, or in any proceedings under the federal Bankruptcy Code or state receivership statutes.

15. **Waiver:** No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or otherwise be construed so as to at any future time stop such party from exercising such right or remedy. Failure of a party at any time to require performance of any provision of this Agreement shall not limit the right of that party to enforce the provision, nor shall any waiver by a party of any breach of any provision constitute a waiver of any succeeding breach of that provision, or waiver of that provision itself, or any other provision.

16. **Escrow or Closing Instruction:** This Agreement shall serve as and/or be incorporated into Seller's and Purchaser's escrow or closing instructions for the closing of this transaction. Any inconsistencies between this Agreement and escrow or closing instructions provided by the parties shall be resolved in favor of this Agreement.

17. **Non-Merger:** Provisions of this Agreement shall not be deemed to have merged into the closing documents, but shall survive the closing and continue in full force and effect.

18. **Closing and Termination:** Purchaser shall have until the closing date to satisfy or waive all contingencies referenced in Section 12, above, unless terminated according to the provisions of this Agreement. The parties may by mutual agreement extend the closing date. Each party will deposit with the closing agent all instruments and monies necessary to complete the purchase and sale.

19. **Taxes and Assessments:** After closing, Purchaser shall assume all real estate and personal property taxes and assessments which thereafter become due on the Premises.

20. **Notices:** Notices or demands hereunder shall be in writing and may be mailed or delivered personally. If mailed, such notices shall be sent with postage prepaid, by certified mail, return receipt requested, and the date marked on the return receipt by United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered to the last known addressee or the parties.

21. **Seller's Warranties:** Seller warrants the following:

21.1 That it has no notice of any liens to be assessed against the Premises.

21.2 That it has no notice from any governmental authority or agency of any violation of law or ordinance relating to the Premises.

21.3 That it has no notice or knowledge of any material defect in the Premises which has not been disclosed to Purchaser in writing.

21.4 To the best of Seller's actual knowledge, the Premises are free from all hazardous materials and that no hazardous materials have been used or placed on the Premises during the period of its ownership.

For the purposes of this Section 21, knowledge means the knowledge of Yazdidoust Farshad and Heydarinejad Leena.

22. **Disclosure of Representation:** It is understood that this Real Estate Purchase and Sale Agreement has been prepared by Shawn R. MacPherson, attorney, for the benefit of The City of Camas, Purchaser. Seller has been represented by \_\_\_\_\_, attorney, on this transaction or has been advised to obtain independent legal counsel.

23. **Miscellaneous:**

23.1 **Gender and Number:** As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

23.2 **Interpretation/Construction:** Paragraph headings have been included for the



convenience of the parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement and shall in no way limit any of the provisions of this Agreement.

23.3 **Entire Agreement and Amendment:** This Agreement constitutes the entire Agreement of the parties hereto, supersedes and replaces all prior or existing written and oral agreements between the parties, and may not be amended other than in writing, signed by all parties.

23.4 **Successors and Assigns:** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives and proper and permitted assigns and successors of the parties.

23.5 **Closing Agent:** For purposes of this Agreement, "closing agent" shall be defined as a person authorized to perform escrow or closing services who is designated by the parties hereto to perform such services.

23.6 **Date of Closing:** For purposes of this Agreement, "date of closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow or closing instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

23.7 **Time of the Essence:** Time is of the essence of this Agreement.

23.8 **Governing Law and Venue:** This Agreement shall be governed by and interpreted in accordance with Washington law. Any action or litigation arising out of or in connection with this Agreement shall be conducted in Clark County, Washington.

23.9 **Personal Property:** The City agrees to pay on or before June 9, 2021, the sum of Two Thousand Six Hundred and NO/100ths Dollars (\$2,600.00) to Seller as reimbursement for fencing repairs.

23.10. **Ratification by City Council:** This Agreement shall be ratified and approved by the Camas City Council. The City agrees to present the Agreement before the Council on or before June 7, 2021.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

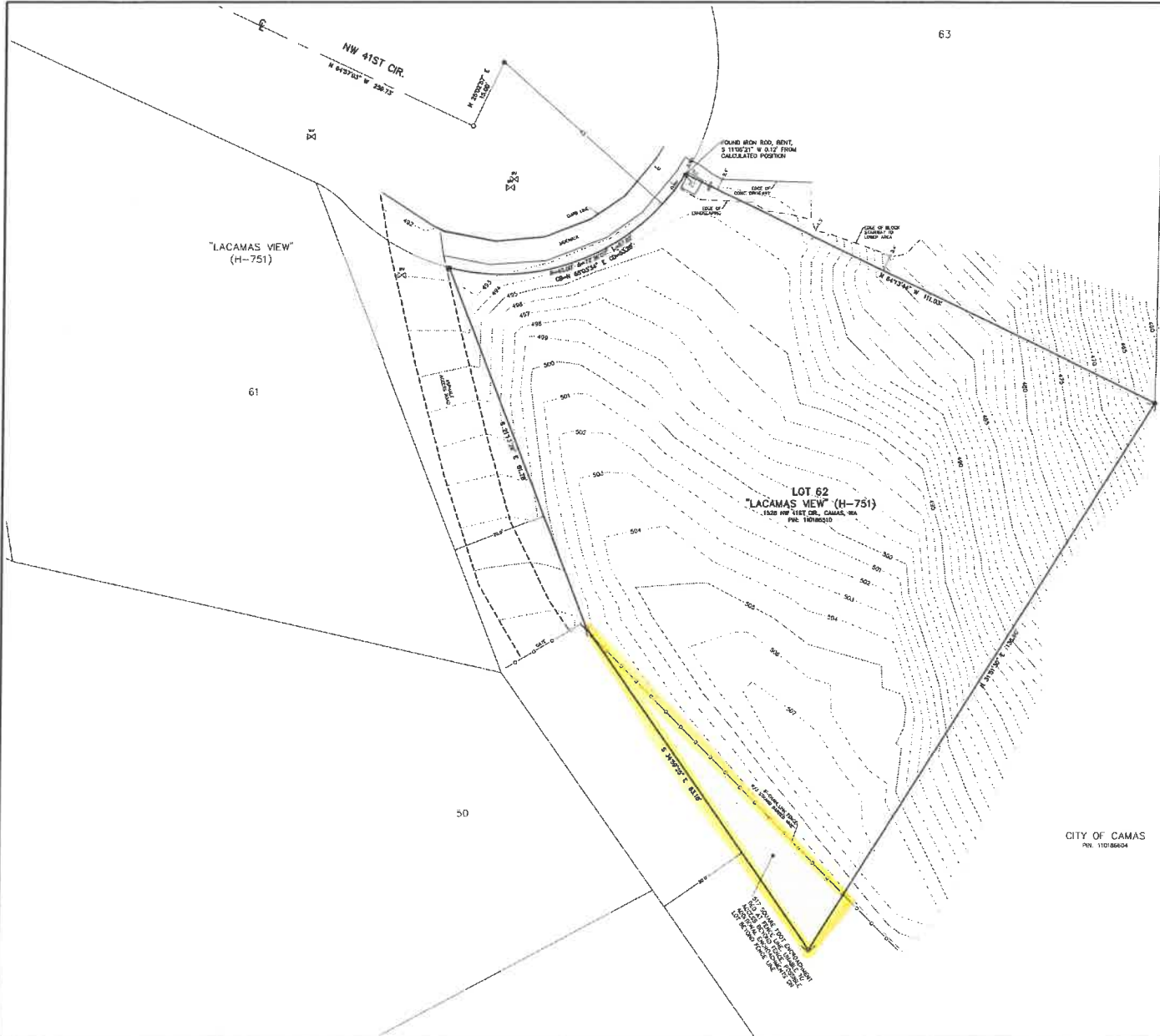
CITY OF CAMAS

By: Ch. J. Burton  
Name: EUGEN L. BURTON  
Title: MAYOR PRO TEM

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the undersigned hereby approve and accept the sale set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller.

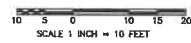
By: Yazdidoust Farshad

By: Heydarinejad Leena



**EXISTING CONDITIONS SURVEY**  
 OF LOT 62 OF  
 "LACAMAS VIEW" (H-751)  
 LOCATED IN A PORTION OF  
 THE SE 1/4 OF THE SW 1/4 OF  
 SECTION 34, T. 2 N., R. 3 E., W.M.,  
 CITY OF CAMAS,  
 CLARK COUNTY, WASHINGTON

- LEGEND:**
- WV INDICATES WATER VALVE
  - WM INDICATES WATER METER
  - WP INDICATES TELEVISION PEDESTAL
  - TR INDICATES TRANSFORMER
  - FI INDICATES FIBER OPTIC PEDESTAL
  - ET INDICATES EVERGREEN TREE WITH TRUNK DIMENSIONS AND TYPE
  - DT INDICATES DECIDUOUS TREE WITH TRUNK DIMENSIONS AND TYPE
  - INDICATES BOUNDARY
  - INDICATES EDGE OF ASPHALT
  - INDICATES EDGE OF CONCRETE
  - INDICATES EDGE OF LANDSCAPING
  - INDICATES 5 FOOT INTERNAL CONTOUR
  - INDICATES 1 FOOT INTERNAL CONTOUR
  - INDICATES CHAIRBACK FENCE LINE
  - INDICATES FOUND & FIELD 5/8" IRON ROD WITH YELLOW PLASTIC CAP "ODDSET PLUS 2132", UNLESS OTHERWISE NOTED
  - INDICATES CALCULATED POSITION
  - PR# INDICATES PARCEL IDENTIFICATION NUMBER



**HORIZONTAL DATUM:**  
 NAD 83 (NAD 83) (NAD 83) (NAD 83), WASHINGTON STATE PLANE COORDINATE SYSTEM,  
 SOUTH ZONE, US SURVEY FEET

**VERTICAL DATUM:**  
 NAVD 83 (1988)  
 ELEVATIONS ESTABLISHED USING A TRIMBLE R10 RECEIVER OPERATING IN A REAL  
 TIME KINEMATIC (RTK) RECEIVING GPS CONNECTION FROM THE WASHINGTON  
 STATE REFERENCE NETWORK (WSRN).



**MINISTER-GLAESER SURVEYING INC.**  
 2200 E. EVERGREEN BLVD.  
 VANCOUVER, WA 98661  
 (360) 694-3313

SCALE: 1"=10'  
 JOB NO. 12-123  
 DATE 12-22-12  
 CALC BY: ETP  
 DRAWN BY: ETP  
 CHECKED BY: DAB  
 SHEET 1 OF 1

EXHIBIT A  
 PAGE 1 OF 1





I, James E. Carothers, hereby certify that these bid tabulations are correct.  
 James E. Carothers, PE  
 (email stating reviewed/approved attached to Original)  
 James E. Carothers, Engineering Manager Date May 21, 2021

PROJECT NO. T1033 DESCRIPTION: NE 15th Avenue Improvements (Division to Everett) DATE OF BID OPENING: May 20, 2021, at 2PM				Engineer's Estimate: \$618,000.00 Base Bid \$590,000 Alternate Additive \$28,000		Clark and Sons Excavating, Inc. 7601 NE 289th Street Battle Ground, WA 98604 360-480-8318		Thompson Bros. Excavating, Inc. 18211 NE Fourth Plain Rd Vancouver, WA 98682 360-254-7056	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
<b>Schedule A - Street</b>									
1	Mobilization	LS	1.00	\$29,142.00	\$29,142.00	\$31,550.00	\$31,550.00	\$35,000.00	\$35,000.00
2	Project Temporary Traffic Control	LS	1.00	\$7,000.00	\$7,000.00	\$3,585.00	\$3,585.00	\$8,500.00	\$8,500.00
3	Minor Changes (minimum bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	Construction Documentation (minimum bid \$25,000)	LS	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
5	Clearing and Grubbing	LS	1.00	\$2,000.00	\$2,000.00	\$4,367.00	\$4,367.00	\$3,710.00	\$3,710.00
6	Erosion Control and Water Pollution Control	LS	1.00	\$2,000.00	\$2,000.00	\$2,696.00	\$2,696.00	\$8,000.00	\$8,000.00
7	Removal of Structure and Obstruction	LS	1.00	\$10,000.00	\$10,000.00	\$12,750.00	\$12,750.00	\$12,500.00	\$12,500.00
8	Removal of Additional Cement Concrete Sidewalk	SY	20.00	\$50.00	\$1,000.00	\$20.00	\$400.00	\$50.00	\$1,000.00
9	Removal of Additional Cement Concrete Curb	LF	40.00	\$30.00	\$1,200.00	\$20.00	\$800.00	\$10.00	\$400.00
10	Roadway Excavation, Incl. Haul	CY	710.00	\$50.00	\$35,500.00	\$34.00	\$24,140.00	\$24.00	\$17,040.00
11	In-Place Cement Amended Subgrade (CAS)	SY	4,270.00	\$7.00	\$29,890.00	\$8.00	\$34,160.00	\$4.50	\$19,215.00
12	Cement for CAS (8% @ 10 inch Depth)	TON	150.00	\$200.00	\$30,000.00	\$172.00	\$25,800.00	\$170.00	\$25,500.00
13	Removal and Replacement of Unsuitable Material (Road Base)	CY	50.00	\$50.00	\$2,500.00	\$65.00	\$3,250.00	\$80.00	\$4,000.00
14	HMA Class 1/2" PG 64-22 (4 inch Depth)	TON	996.00	\$110.00	\$109,560.00	\$99.00	\$98,604.00	\$96.00	\$95,616.00
15	Adjust Manhole Lid to Grade	EA	2.00	\$500.00	\$1,000.00	\$617.00	\$1,234.00	\$900.00	\$1,800.00
16	Roadside Restoration	LS	1.00	\$5,500.00	\$5,500.00	\$2,354.00	\$2,354.00	\$6,200.00	\$6,200.00
17	Cement Concrete Traffic Curb	LF	317.00	\$45.00	\$14,265.00	\$53.00	\$16,801.00	\$40.00	\$12,680.00
18	Cement Concrete Pedestrian Curb	LF	223.00	\$40.00	\$8,920.00	\$47.50	\$10,592.50	\$40.00	\$8,920.00
19	Cement Concrete Rolled Curb	LF	122.00	\$50.00	\$6,100.00	\$47.50	\$5,795.00	\$40.00	\$4,880.00
20	Cement Concrete Island Infill (6 inch Depth)	SY	12.00	\$100.00	\$1,200.00	\$332.00	\$3,984.00	\$150.00	\$1,800.00
21	Cement Concrete Sidewalk	SY	183.00	\$95.00	\$17,385.00	\$117.00	\$21,411.00	\$110.00	\$20,130.00
22	Cement Concrete Curb Ramp	SY	87.00	\$125.00	\$10,875.00	\$117.00	\$10,179.00	\$155.00	\$13,485.00
23	Ramp Detectable Warning	SF	194.00	\$60.00	\$11,640.00	\$16.00	\$3,104.00	\$90.00	\$17,460.00
24	Permanent Signing	LS	1.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$8,500.00	\$8,500.00
25	Plastic Line	LF	696.00	\$10.00	\$6,960.00	\$4.50	\$3,132.00	\$4.00	\$2,784.00
26	Plastic Crosshatch Marking	LF	120.00	\$10.00	\$1,200.00	\$8.00	\$960.00	\$7.00	\$840.00
27	Plastic Crosswalk Line	SF	496.00	\$15.00	\$7,440.00	\$10.00	\$4,960.00	\$10.00	\$4,960.00
28	Plastic Stop Line	LF	114.00	\$10.00	\$1,140.00	\$10.00	\$1,140.00	\$10.00	\$1,140.00
<b>Street Subtotal</b>					<b>\$393,417.00</b>		<b>\$361,748.50</b>		<b>\$366,060.00</b>
<b>Sales Tax (0%)</b>					N/A		N/A		N/A
<b>Street Total</b>					<b>\$393,417.00</b>		<b>\$361,748.50</b>		<b>\$366,060.00</b>

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
<b>Schedule B - Water/Sewer</b>									
29	Project Temporary Traffic Control	LS	1.00	\$3,500.00	\$3,500.00	\$2,571.00	\$2,571.00	\$16,400.00	\$16,400.00
30	Plugging Existing Pipe (2")	EA	2.00	\$500.00	\$1,000.00	\$475.00	\$950.00	\$1,000.00	\$2,000.00
31	Trench Safety System (Min. \$1.00/LF)	LF	1,020.00	\$5.00	\$5,100.00	\$1.00	\$1,020.00	\$1.00	\$1,020.00
32	Removal and Replacement of Unsuitable Material	CY	50.00	\$50.00	\$2,500.00	\$65.00	\$3,250.00	\$80.00	\$4,000.00
33	Minor Changes (minimum bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
34	Solid Rock Excavation	CY	10.00	\$500.00	\$5,000.00	\$1,000.00	\$10,000.00	\$250.00	\$2,500.00
35	Ductile Iron Pipe for Water Main, 6 in. Diam.	LF	20.00	\$150.00	\$3,000.00	\$69.50	\$1,390.00	\$102.00	\$2,040.00
36	Ductile Iron Pipe for Water Main, 8 in. Diam.	LF	1,020.00	\$120.00	\$122,400.00	\$63.50	\$64,770.00	\$103.00	\$105,060.00
37	Testing and Flushing Water System	LS	1.00	\$3,000.00	\$3,000.00	\$3,526.00	\$3,526.00	\$3,900.00	\$3,900.00
38	Gate Valve, 8 Inch	EA	3.00	\$1,300.00	\$3,900.00	\$1,510.00	\$4,530.00	\$2,200.00	\$6,600.00
39	Ductile Iron Fitting, 6 Inch	EA	2.00	\$300.00	\$600.00	\$459.00	\$918.00	\$500.00	\$1,000.00
40	Ductile Iron Fitting, 8 Inch	EA	2.00	\$400.00	\$800.00	\$390.00	\$780.00	\$550.00	\$1,100.00
41	Hydrant Assembly	EA	1.00	\$6,000.00	\$6,000.00	\$5,342.00	\$5,342.00	\$6,000.00	\$6,000.00
42	Service Connection, 1 In. Diam.	EA	10.00	\$1,750.00	\$17,500.00	\$2,167.00	\$21,670.00	\$4,500.00	\$45,000.00
43	Cement Conc. Traffic Curb (Repair)	LF	20.00	\$100.00	\$2,000.00	\$60.00	\$1,200.00	\$50.00	\$1,000.00
<b>Schedule B Water/Sewer Subtotal</b>					<b>\$181,300.00</b>		<b>\$126,917.00</b>		<b>\$202,620.00</b>
<b>Washington State Sales Tax (8.4%)</b>					<b>\$15,229.20</b>		<b>\$10,661.03</b>		<b>\$17,020.08</b>
<b>Schedule B Water/Sewer Total</b>					<b>\$196,529.20</b>		<b>\$137,578.03</b>		<b>\$219,640.08</b>

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
<b>Schedule C - Water/Sewer Alternate Additive</b>									
44	Project Temporary Traffic Control	LS	1.00	\$1,500.00	\$1,500.00	\$3,856.00	\$3,856.00	\$6,000.00	\$6,000.00
45	Ductile Iron Pipe for Water Main, 12 In. Diam	LF	20.00	\$150.00	\$3,000.00	\$174.00	\$3,480.00	\$185.00	\$3,700.00
46	Butterfly Valve (Remove and Replace), 12 Inch	EA	1.00	\$5,000.00	\$5,000.00	\$7,385.00	\$7,385.00	\$3,600.00	\$3,600.00
47	Ductile Iron Fitting, 12 Inch	EA	1.00	\$1,100.00	\$1,100.00	\$934.00	\$934.00	\$900.00	\$900.00
48	Water Main Line Stop, 12 Inch	EA	1.00	\$15,000.00	\$15,000.00	\$30,915.00	\$30,915.00	\$8,000.00	\$8,000.00
49	Trench Safety System (Min. \$1.00/LF)	LF	20.00	\$20.00	\$400.00	\$1.00	\$20.00	\$2.00	\$40.00
<b>Schedule C Water/Sewer Alternate Additive Subtotal</b>					<b>\$26,000.00</b>		<b>\$46,590.00</b>		<b>\$22,240.00</b>
<b>Washington State Sales Tax (8.4%)</b>					<b>\$2,184.00</b>		<b>\$3,913.56</b>		<b>\$1,868.16</b>
<b>Schedule C Water/Sewer Alternate Additive Total</b>					<b>\$28,184.00</b>		<b>\$50,503.56</b>		<b>\$24,108.16</b>
<b>Base Total (Base Bid - Schedule A+B)</b>					<b>\$589,946.20</b>		<b>\$499,326.53</b>		<b>\$585,700.08</b>
<b>Schedule C Water/Sewer Alternate Additive Total</b>					<b>\$28,184.00</b>		<b>\$50,503.56</b>		<b>\$24,108.16</b>
<b>CONTRACT TOTAL</b>					<b>\$618,130.20</b>		<b>\$549,830.09</b>		<b>\$609,808.24</b>

Basis of Award will be Base Bid (Schedule A+B) plus the Alternate Additive (Schedule C), if selected by the City of Camas.

<b>PROJECT NO. T1033</b>				McDonald Excavating, Inc.		Janke Trucking, Inc.	
<b>DESCRIPTION: NE 15th Avenue Improvements (Division to Everett)</b>				2719 Main Street		PO Box 1163	
<b>DATE OF BID OPENING: May 20, 2021, at 2PM</b>				Washougal, WA 98671		Napavine, WA 98565	
Ent. By RLS				360-835-8794		360-269-5094	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
<b>Schedule A - Street</b>							
1	Mobilization	LS	1.00	\$54,500.00	\$54,500.00	\$44,000.00	\$44,000.00
2	Project Temporary Traffic Control	LS	1.00	\$27,500.00	\$27,500.00	\$72,738.95	\$72,738.95
3	Minor Changes (minimum bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	Construction Documentation (minimum bid \$25,000)	LS	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
5	Clearing and Grubbing	LS	1.00	\$4,000.00	\$4,000.00	\$7,538.05	\$7,538.05
6	Erosion Control and Water Pollution Control	LS	1.00	\$2,000.00	\$2,000.00	\$24,021.60	\$24,021.60
7	Removal of Structure and Obstruction	LS	1.00	\$5,000.00	\$5,000.00	\$22,847.92	\$22,847.92
8	Removal of Additional Cement Concrete Sidewalk	SY	20.00	\$24.75	\$495.00	\$51.81	\$1,036.20
9	Removal of Additional Cement Concrete Curb	LF	40.00	\$22.00	\$880.00	\$31.06	\$1,242.40
10	Roadway Excavation, Incl. Haul	CY	710.00	\$51.75	\$36,742.50	\$23.84	\$16,926.40
11	In-Place Cement Amended Subgrade (CAS)	SY	4,270.00	\$4.90	\$20,923.00	\$1.77	\$7,557.90
12	Cement for CAS (8% @ 10 inch Depth)	TON	150.00	\$195.00	\$29,250.00	\$150.00	\$22,500.00
13	Removal and Replacement of Unsuitable Material (Road Base)	CY	50.00	\$130.00	\$6,500.00	\$105.87	\$5,293.50
14	HMA Class 1/2" PG 64-22 (4 inch Depth)	TON	996.00	\$112.75	\$112,299.00	\$118.71	\$118,235.16
15	Adjust Manhole Lid to Grade	EA	2.00	\$250.00	\$500.00	\$350.90	\$701.80
16	Roadside Restoration	LS	1.00	\$4,500.00	\$4,500.00	\$4,730.86	\$4,730.86
17	Cement Concrete Traffic Curb	LF	317.00	\$38.25	\$12,125.25	\$41.02	\$13,003.34
18	Cement Concrete Pedestrian Curb	LF	223.00	\$22.25	\$4,961.75	\$34.00	\$7,582.00
19	Cement Concrete Rolled Curb	LF	122.00	\$47.75	\$5,825.50	\$41.02	\$5,004.44
20	Cement Concrete Island Infill (6 inch Depth)	SY	12.00	\$149.00	\$1,788.00	\$150.84	\$1,810.08
21	Cement Concrete Sidewalk	SY	183.00	\$101.00	\$18,483.00	\$103.05	\$18,858.15
22	Cement Concrete Curb Ramp	SY	87.00	\$190.00	\$16,530.00	\$148.05	\$12,880.35
23	Ramp Detectable Warning	SF	194.00	\$107.00	\$20,758.00	\$92.63	\$17,970.22
24	Permanent Signing	LS	1.00	\$9,000.00	\$9,000.00	\$6,737.55	\$6,737.55
25	Plastic Line	LF	696.00	\$3.00	\$2,088.00	\$6.70	\$4,663.20
26	Plastic Crosshatch Marking	LF	120.00	\$7.00	\$840.00	\$7.68	\$921.60
27	Plastic Crosswalk Line	SF	496.00	\$9.00	\$4,464.00	\$10.60	\$5,257.60
28	Plastic Stop Line	LF	114.00	\$9.00	\$1,026.00	\$16.46	\$1,876.44
<b>Street Subtotal</b>					<b>\$432,979.00</b>		<b>\$475,935.71</b>
<b>Sales Tax (0%)</b>						N/A	N/A
<b>Street Total</b>					<b>\$432,979.00</b>		<b>\$475,935.71</b>

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
<b>Schedule B - Water/Sewer</b>							
29	Project Temporary Traffic Control	LS	1.00	\$8,500.00	\$8,500.00	\$25,425.92	\$25,425.92
30	Plugging Existing Pipe (2")	EA	2.00	\$2,400.00	\$4,800.00	\$1,528.24	\$3,056.48
31	Trench Safety System (Min. \$1.00/LF)	LF	1,020.00	\$4.00	\$4,080.00	\$1.19	\$1,213.80
32	Removal and Replacement of Unsuitable Material	CY	50.00	\$5.00	\$250.00	\$76.24	\$3,812.00
33	Minor Changes (minimum bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
34	Solid Rock Excavation	CY	10.00	\$100.00	\$1,000.00	\$243.22	\$2,432.20
35	Ductile Iron Pipe for Water Main, 6 in. Diam.	LF	20.00	\$127.50	\$2,550.00	\$141.93	\$2,838.60
36	Ductile Iron Pipe for Water Main, 8 in. Diam.	LF	1,020.00	\$93.50	\$95,370.00	\$83.17	\$84,833.40
37	Testing and Flushing Water System	LS	1.00	\$5,500.00	\$5,500.00	\$7,124.48	\$7,124.48
38	Gate Valve, 8 Inch	EA	3.00	\$1,600.00	\$4,800.00	\$3,332.86	\$9,998.58
39	Ductile Iron Fitting, 6 Inch	EA	2.00	\$420.00	\$840.00	\$1,286.34	\$2,572.68
40	Ductile Iron Fitting, 8 Inch	EA	2.00	\$420.00	\$840.00	\$1,102.35	\$2,204.70
41	Hydrant Assembly	EA	1.00	\$7,300.00	\$7,300.00	\$5,840.97	\$5,840.97
42	Service Connection, 1 In. Diam.	EA	10.00	\$2,000.00	\$20,000.00	\$1,543.51	\$15,435.10
43	Cement Conc. Traffic Curb (Repair)	LF	20.00	\$68.00	\$1,360.00	\$17.55	\$351.00
<b>Schedule B Water/Sewer Subtotal</b>					<b>\$162,190.00</b>		<b>\$172,139.91</b>
<b>Washington State Sales Tax (8.4%)</b>						<b>\$13,623.96</b>	<b>\$14,459.75</b>
<b>Schedule B Water/Sewer Total</b>					<b>\$175,813.96</b>		<b>\$186,599.66</b>

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
<b>Schedule C - Water/Sewer Alternate Additive</b>							
44	Project Temporary Traffic Control	LS	1.00	\$4,500.00	\$4,500.00	\$9,692.93	\$9,692.93
45	Ductile Iron Pipe for Water Main, 12 In. Diam	LF	20.00	\$120.00	\$2,400.00	\$190.88	\$3,817.60
46	Butterfly Valve (Remove and Replace), 12 Inch	EA	1.00	\$8,000.00	\$8,000.00	\$5,761.66	\$5,761.66
47	Ductile Iron Fitting, 12 Inch	EA	1.00	\$700.00	\$700.00	\$1,578.37	\$1,578.37
48	Water Main Line Stop, 12 Inch	EA	1.00	\$20,000.00	\$20,000.00	\$7,246.45	\$7,246.45
49	Trench Safety System (Min. \$1.00/LF)	LF	20.00	\$100.00	\$2,000.00	\$1.19	\$23.80
<b>Schedule C Water/Sewer Alternate Additive Subtotal</b>					<b>\$37,600.00</b>		<b>\$28,120.81</b>
<b>Washington State Sales Tax (8.4%)</b>						<b>\$3,158.40</b>	<b>\$2,362.15</b>
<b>Schedule C Water/Sewer Alternate Additive Total</b>					<b>\$40,758.40</b>		<b>\$30,482.96</b>
<b>Base Total (Base Bid - Schedule A+B)</b>					<b>\$608,792.96</b>		<b>\$662,535.37</b>
<b>Schedule C Water/Sewer Alternate Additive Total</b>					<b>\$40,758.40</b>		<b>\$30,482.96</b>
<b>CONTRACT TOTAL</b>					<b>\$649,551.36</b>		<b>\$693,018.33</b>

Basis of Award will be Base Bid (Schedule A+B) plus the Alte

REAL ESTATE PURCHASE AND SALE AGREEMENT  
WITH EARNEST MONEY PROVISION

1. **Effective Date:** MAY 10, 2021
2. **Parties:** Lacamas Heritage Properties, LLC, hereinafter referred to as "Seller";
- and
- The City of Camas, a Washington municipal corporation, hereinafter referred to as "Purchaser".

3. **Property Sold:** Subject to the terms, conditions and considerations set forth herein, the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller certain real property located in Clark County, Washington, which is a portion of Tax Parcel No. 177891-000, legally described as follows:

County of Clark, State of Washington

See attached Exhibit "A" ("Premises").

Purchaser and Seller authorize the insertion of any correction to the legal description.

4. **Purchase Price:** The total purchase price for the Premises shall be Forty Five Thousand and NO/100 Dollars (\$45,000.00). The City will acquire by Deed of Dedication in the form and style as attached.

5. **Earnest Money Deposit:** Purchaser herewith deposits and delivers to Seller, and Seller hereby acknowledges receipt of the sum of Five Hundred and No/100 Dollars (\$500.00) as earnest money deposit. The earnest money shall be held in escrow by Clark County Title for the benefit of the parties.

6. **Escrow and Closing Agent:** Purchaser hereby authorizes Seller to establish an escrow with a title insurance company, or other mutually agreed closing agent, for the closing of the transaction contemplated herein, and to deliver to said escrow and closing agent an original of this Agreement, the earnest money deposit, escrow and closing instructions, and any and all other documentation necessary for closing. This Agreement shall be closed on or before June 9, 2021, which shall be the termination date.

7. **Title Insurance:** Purchaser, at Purchaser's expense, may elect to be furnished with a standard form owner's policy of title insurance at closing. Closing agent shall apply for a preliminary commitment for such insurance with a title insurance company. The policy shall insure title to the Premises in Purchaser to the full extent of the purchase price, subject to no encumbrances, defects or liens except those specified in the printed policy form, and those which are set forth in this Agreement. If title cannot be made so insurable on or before the closing date called for herein, either party may terminate this Agreement by written notice to the other party. In such event, unless Purchaser elects to waive such defects or encumbrances, the earnest money deposit and any down payment proceeds shall be refunded to Purchaser, less title insurance company charges.

8. **Title and Conveyance:** Title of Seller is to be free of encumbrances or defects except:

8.1. Rights reserved in federal patents or state deeds; building or use restrictions general to the district, including governmental platting and subdivision requirements; reserved hydrocarbon and mineral rights; existing utility and other easements of record approved by Purchaser and not inconsistent with Purchaser's intended use; existing covenants, conditions, restrictions, deed exceptions and reservations of record as approved by Purchaser and not inconsistent with Purchaser's intended use; all of which shall not be deemed encumbrances or defects.

8.2. Encumbrances to be discharged by Seller may be paid out of purchase price at the date of closing. Seller shall convey title to the Premises to Purchaser by Deed of Dedication, subject to those encumbrances, liens and defects noted and accepted in Paragraphs 7 and 8 of this Agreement, and subject to encumbrances and defects assumed, and accepted or approved by Purchaser as provided in Paragraphs 7 and 8 of this Agreement.

9. **Closing Costs:** Purchaser shall be responsible for paying all closing costs. Seller shall pay all attorney fees incurred by Seller.

10. **Pro-rations and Adjustments at Closing:** Taxes and assessments for 2021 shall be prorated as of the date of closing.

11. **Possession:** Purchaser shall be entitled to possession of the Premises on the date of closing. From and after the effective date hereof until closing or earlier termination of this Agreement, Purchaser and its agents, employees and contractors shall be allowed access to the Premises prior to the closing for the purposes of conducting surveys, tests, inspections, studies and investigations on the Premises, and other investigations as Purchaser deems prudent. Seller shall cooperate fully and assist Purchaser in completing such surveys, tests, inspections, studies and investigations. Purchaser will, however, perform all surveys, tests, inspections, studies, and investigations at its own risk and expense. In addition, Purchaser will indemnify, defend and hold Seller harmless from any costs or claims for personal injury, property damage or materialman's/mechanic's liens resulting from Purchaser's entry onto the Premises to conduct such surveys, tests, inspections, studies and investigations. Should this transaction fail to close, Purchaser shall be responsible for leaving the Premises in a condition as close as reasonably possible to the condition in which Purchaser found it on the date of this Agreement.

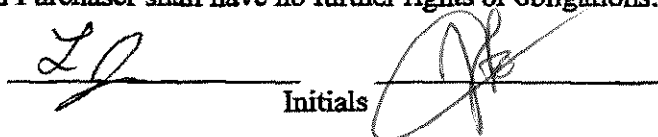
12. **Conditions Precedent:** The enforceability of this Agreement by the parties hereto and the obligations of the parties to close escrow are subject to the occurrence or waiver of each of the following conditions precedent on or before the date established for closing as hereinabove set forth:

12.1 Approval of the condition of title to the Premises by Purchaser.

12.2 That all representations and warranties are true on the date of closing.

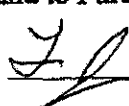

If any of the conditions are not satisfied or waived by the party who benefits from such conditions at or prior to closing, such party, without prejudice to any other rights or remedies herein provided, may withdraw from this transaction and be released from all liability hereunder by giving written notice to the other party and the escrow/closing agent. The parties' agreement to close this transaction constitutes their approval or waiver of all such conditions.

13. **Default:** If Purchaser defaults in the performance of its obligations hereunder, Seller's sole remedy shall be to withdraw the earnest money deposit from escrow as liquidated damages for such default and to rescind this Agreement, after which this Agreement shall be terminated and Purchaser shall have no further rights or obligations.

  
 \_\_\_\_\_  
 Initials

If Seller defaults in the performance of his obligations hereunder, Purchaser may seek

specific performance pursuant to the terms of this Agreement, damages, rescission, or any other remedy allowed by law. Notwithstanding the foregoing, if Seller is unable to convey title to the subject Premises in the condition required pursuant to this Agreement, the sole liability of Seller shall be to refund to Purchaser the earnest money deposit.

 \_\_\_\_\_  
 \_\_\_\_\_  
 Initials 

14. **Attorney Fees and Costs:** In the event litigation arises out of this Agreement, the losing party agrees to pay the prevailing party's attorney fees incidental to said litigation, together with all costs and expenses incurred in connection with such action, including costs of searching records to determine the condition of title, and whether or not incurred in trial court or on appeal, or in any proceedings under the federal Bankruptcy Code or state receivership statutes.
15. **Waiver:** No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or otherwise be construed so as to at any future time stop such party from exercising such right or remedy. Failure of a party at any time to require performance of any provision of this Agreement shall not limit the right of that party to enforce the provision, nor shall any waiver by a party of any breach of any provision constitute a waiver of any succeeding breach of that provision, or waiver of that provision itself, or any other provision.
16. **Escrow or Closing Instruction:** This Agreement shall serve as and/or be incorporated into Seller's and Purchaser's escrow or closing instructions for the closing of this transaction. Any inconsistencies between this Agreement and escrow or closing instructions provided by the parties shall be resolved in favor of this Agreement.
17. **Non-Merger:** Provisions of this Agreement shall not be deemed to have merged into the closing documents, but shall survive the closing and continue in full force and effect.
18. **Closing and Termination:** Purchaser shall have until the closing date to satisfy or waive all contingencies referenced in Section 12, above, unless terminated according to the provisions of this Agreement. The parties may by mutual agreement extend the closing date. Each party will deposit with the closing agent all instruments and monies necessary to complete the purchase and sale.
19. **Taxes and Assessments:** After closing, Purchaser shall assume all real estate and personal property taxes and assessments which thereafter become due on the Premises.
20. **Notices:** Notices or demands hereunder shall be in writing and may be mailed or delivered personally. If mailed, such notices shall be sent with postage prepaid, by certified mail, return receipt requested, and the date marked on the return receipt by United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered to the last known addressee or the parties.
21. **Seller's Warranties:** Seller warrants the following:
- 21.1 That it has no notice of any liens to be assessed against the Premises.
- 21.2 That it has no notice from any governmental authority or agency of any violation of law or ordinance relating to the Premises.
- 21.3 That it has no notice or knowledge of any material defect in the Premises which has not been disclosed to Purchaser in writing.
- 21.4 To the best of Seller's actual knowledge, the Premises are free from all hazardous materials and that no hazardous materials have been used or placed on the Premises



during the period of its ownership.

For the purposes of this Section 21, knowledge means the knowledge of Lynn or Alison Johnston.

THIS IS AN AS-IS PURCHASE. PURCHASER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT PURCHASER WILL, DURING THE INSPECTION PERIOD, INDEPENDENTLY AND PERSONALLY INSPECT THE PROPERTY AND IMPROVEMENTS, IF ANY, AND THAT PURCHASER HAS ENTERED INTO THIS AGREEMENT BASED UPON ITS RIGHTS AND INTENTIONS TO MAKE SUCH PERSONAL EXAMINATION AND INSPECTION. PURCHASER AGREES THAT PURCHASER WILL ACCEPT THE PROPERTY, IN ITS THEN CONDITION, AS-IS AND WITH ALL ITS FAULTS INCLUDING, WITHOUT LIMITATION, ANY FAULTS AND CONDITIONS SPECIFICALLY REFERENCED IN THIS AGREEMENT. NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF, PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO THE PROPERTY.

22. **Disclosure of Representation:** It is understood that this Real Estate Purchaser and Sale Agreement has been prepared by Shawn R. MacPherson, attorney, for the benefit of The City of Camas, Purchaser. Seller has been represented by LeAnne M. Bremer, attorney, on this transaction.

23. **Miscellaneous:**

23.1 **Gender and Number:** As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

23.2 **Interpretation/Construction:** Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement and shall in no way limit any of the provisions of this Agreement.

23.3 **Entire Agreement and Amendment:** This Agreement constitutes the entire Agreement of the parties hereto, supersedes and replaces all prior or existing written and oral agreements between the parties, and may not be amended other than in writing, signed by all parties.

23.4 **Successors and Assigns:** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives and proper and permitted assigns and successors of the parties.

23.5 **Closing Agent:** For purposes of this Agreement, "closing agent" shall be defined as a person authorized to perform escrow or closing services who is designated by the parties hereto to perform such services.

23.6 **Date of Closing:** For purposes of this Agreement, "date of closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow or closing instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

23.7 **Time of the Essence:** Time is of the essence of this Agreement.



23.8 **Governing Law and Venue:** This Agreement shall be governed by and interpreted in accordance with Washington law. Any action or litigation arising out of or in connection with this Agreement shall be conducted in Clark County, Washington.

23.9. **Ratification by City Council:** This Agreement shall be ratified and approved by the Camas City Council. The City agrees to present the Agreement before the Council on or before June 7, 2021.

DATED this 10<sup>th</sup> day of May, 2021.

CITY OF CAMAS

By: [Signature]  
Name: Janet Fox  
Title: City Administrator

On the 7 day of May, 2021, the undersigned hereby approve and accept the sale set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller.

[Signature]  
By: LYNN JOHNSTON, member  
LACAMAS HERITAGE PROPERTIES, LLC

**EXHIBIT A**

A portion of that parcel of land conveyed to Lacamas Heritage Properties, L.L.C. by Bargain & Sale Deed recorded under Auditor's File No. 5023969, records of Clark County, Washington lying in the Northeast quarter of the Northeast quarter of Section 34, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington described as follows:

The East 37 feet of said parcel.

SUBJECT TO Ingress, Egress and Utility Easement as recorded under Auditor's File No. 5521438, records of Clark County, Washington.



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The East 37 feet of said parcel.

SUBJECT TO Ingress, Egress and Utility Easement as recorded under Auditor's File No. 5521438, records of Clark County, Washington.

## ~ PROCLAMATION ~

WHEREAS, City Council and staff have committed to make Camas an inclusive and welcoming community for all, including the LGBTQ+ community; and

WHEREAS, all people regardless of age, gender identity, race, color, religion, marital status, national origin, sexual orientation, or physical challenges have the right to be treated on the basis of their intrinsic value as human beings; and

WHEREAS, the City of Camas accepts and welcomes people of diverse backgrounds and believes a diverse population leads to a more vibrant community; and

WHEREAS, all members of the Camas community, including those who are lesbian, gay, bisexual, transgender, queer or questioning, intersex and asexual have the right to feel safe, not be discriminated against and to live without the threat of harassment; and

WHEREAS, supporting Camas' LGBTQ+ community also aligns with the City's objective to co-create a more inclusive and equitable community that promotes unity and honors diversity; and

WHEREAS, the LGBTQ community has made great strides; however, work remains in order to achieve full equality, inclusion, and acceptance;

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

### ***“LGBTQ+ and Pride Month”***

in the City of Camas and encourage citizens to recognize and appreciate the contributions made by those in the LGBTQ+ Community.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 7th day of June, 2021.

Ellen Burton, Mayor Pro Tem

## ~ PROCLAMATION ~

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

WHEREAS, word about the signing of the Emancipation Proclamation was delayed some two and one half years, to June 19, 1865, in reaching authorities and African-Americans in the South and Southwestern United States; and

WHEREAS, June 19th has a special meaning to African-Americans, and is called "JUNETEENTH" combining the words June and Nineteenth, and has been celebrated by the African-American community for over 150 years; and

WHEREAS, Juneteenth commemorates African American freedom and celebrates the successes gained through education and greater opportunity; and

WHEREAS, on a larger scale, celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are at the core of the American Dream;

NOW THEREFORE, I, Ellen Burton, Mayor Pro Tem of the City of Camas, do hereby proclaim June 19, 2021, as:

### *“Juneteenth Day”*

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

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 7th day of June, 2021.



Ellen Burton, Mayor Pro Tem





# Staff Report – Public Hearing for Six-Year Transportation Improvement Program

June 7, 2021 Council Regular Meeting

Public Hearing for Six-Year Transportation Improvement Program  
Presenter: James Carothers, Engineering Manager

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

**SUMMARY:** The Six Year Transportation Improvement Program, also known as the Six Year Street Plan, is updated each year prior to commencement of the Washington State fiscal year of July 1 per the requirements of the Revised Code of Washington (RCW) 35.77.010. This year's program is for calendar years 2022 through 2027. Projects that have obligated (committed) construction funding are pulled from the list each year.

In accordance with the RCW, the purpose of the Plan is to assure that each city shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program. Most of the projects on the list do not currently have a funding source. The project list is much larger than available funding sources. Some grant sources require a project to be on the agency's 6 Year Street Plan to be eligible for funding. Typically, the priority number assigned is only for broader community planning purposes and is not necessarily of importance for reasons of timing or eligibility of funding.

Staff presented a draft of the map and list of projects for the program at the May 17 Council Workshop. Based on Council comments, staff made the following revisions to the draft:

- The NE 43<sup>rd</sup> Avenue Improvements Project moved from priority 26 to priority 14.
- The Downtown Infrastructure Rehabilitation Project has been added as priority 15.

This program has been placed on the City's website for the purpose of soliciting public comments. The only comment received to date is a request for a single bike lane project on NE Goodwin Road from Ingle Road to the Heritage Trailhead.

Attached are the Program List, map and appendices as well as the NE Goodwin Road bike lane request.

**EQUITY CONSIDERATIONS:**

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

Conduct a Public Hearing in preparation of Resolution by Council on June 21, 2021.

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

N/A

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

This plan is posted on the website and there is opportunity for public testimony at this Public Hearing.

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

This plan allows projects to be eligible for various grants. These grants benefit all citizens in general by providing completed projects with sources that offset local funding.

What are the strategies to mitigate any unintended consequences?

N/A

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

No.

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

There are many projects in this plan that include ADA accessibility enhancements.

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

None.

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

After the public hearing, this plan is to be adopted by Council Resolution.

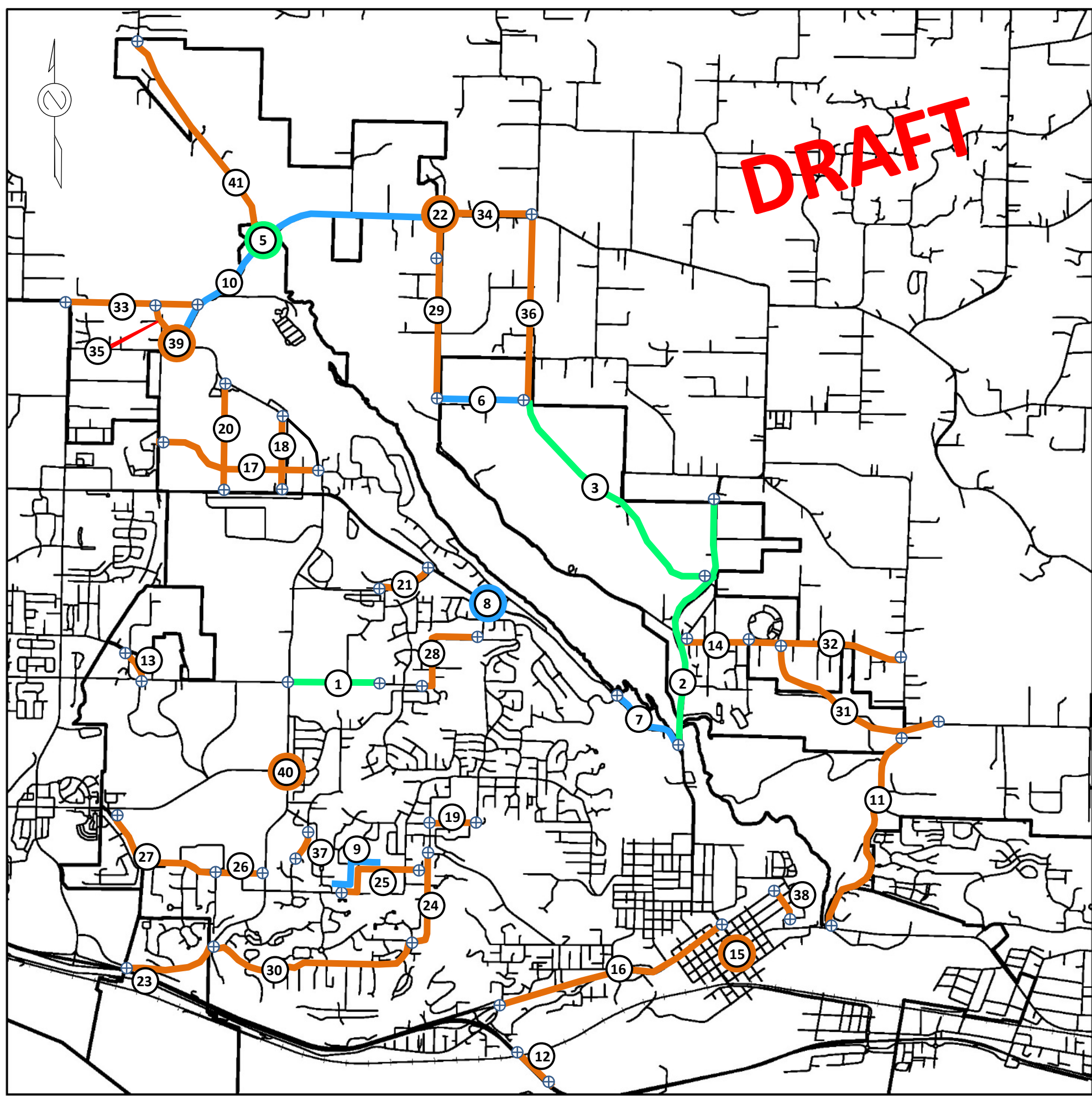
How does this item support a comprehensive plan goal, policy or other adopted resolution?

Projects in the comprehensive plan are included in the Six Year Street Plan.

**RECOMMENDATION:** Staff recommends that Council conduct a public hearing, consider public testimony, and direct the City Attorney to prepare a Resolution to adopt the Six Year Transportation Improvement Program for the June 21, 2021 Council Meeting.

# City of Camas 2022 – 2027 Six Year Street Priorities

**DRAFT**



- 1 NW 38th Ave (Ph 3)
- 2 SR 500 (Everett St/Rd)
- 3 North Shore East/West Arterial
- 4 ADA Access Upgrades Citywide
- 5 NE Goodwin Road / Ingle Rd Signal
- 6 NE 9th St
- 7 NW Lake Rd.
- 8 Lake Rd. & NW Sierra St. Signal
- 9 16th Ave/ Hood / 18th Ave Path
- 10 NE Goodwin Rd/28th St
- 11 SE Crown Rd
- 12 SR 14 - West Camas Slough Bridge
- 13 Bybee Rd
- 14 NE 43rd Ave
- 15 Downtown Infrastructure
- 16 NW/NE 6th Ave Corridor Imp
- 17 Street "B" (North Dwyer Creek Area)
- 18 NW Payne St.
- 19 NW 23rd Ave
- 20 Street "A" (North Dwyer Creek Area)
- 21 NW Leadbetter Dr Path
- 22 NE 28th St & NE 232nd Ave Intersection Imp.
- 23 NW Brady Rd Ped & Bike Improvements
- 24 NW Astor St.
- 25 NW 16th Ave/Hood/18th Ave
- 26 NW 18th Ave
- 27 NW 18th Ave/Payne Rd
- 28 NW Astor St. /43rd Ave
- 29 NE 232nd Ave
- 30 NW McIntosh Rd
- 31 NW Woodburn Dr.
- 32 SE 15th St./Norse Rd
- 33 NE 18th St (192nd to Goodwin)
- 34 NE 28th St
- 35 NW Camas Meadows Dr (West)
- 36 NE 242nd Ave
- 37 NW Maryland St
- 38 NE Nevada St.
- 39 NE Goodwin / Camas Meadows Signal
- 40 NW Pacific Rim / Parker St. Signal
- 41 NE Ingle Rd



**Washington State Department of Transportation**  
 Agency: City of Camas  
 Co. No.: 06 Co. Name: Clark Co.  
 City No.: 0145 MPO/RTPO: RTC

**DRAFT**

**Six Year Transportation Improvement Program**

**FROM: 2022 TO: 2027**  
 Hearing Date: 6/7/2021 Adoption Date: 6/21/2021  
 Amend Date: Resolution No:

Functional Class	Priority Number	Project Identification A. Pin/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
							Project Phase	Phase Start (yyyy)	Fund Source Information						1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
									Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
16	1	NW 38th Avenue NW Parker to Grass Valley Park from: to: Widening, bike lanes, pedestrian access	03	S	0.45		RW CN	2/1/2022 4/1/2024	STBG	478 1436			335 5164	813 6600	600	213		5600 1000	CE	YES
Totals									0	1914	0		5499	7413	600	213	5600	1000		
16	2	SR-500 (Everett St./Rd.) NW Lake Rd. to SE 4th St. from: to: Widen with bike lanes, sidewalks, illumination, bridge replacement	03	P	1.08		ALL	6/1/2023					45700			1000	2000	42700		
Totals									0	0	0		0	45700	0	1000	2000	42700		
16	3	New North Shore E/W Arterial NE 14th St. to Everett Rd. from: to: New construction Includes Critical Areas and Alignment Investigation	01	P	2.00		ALL	6/1/2024					16300				2000	14300		
Totals									0	0	0		0	16300	0	0	2000	14300		
14	4	ADA Access Upgrades from: Citywide to: (Ongoing)	28	P	0.00		ALL	1/1/2022					300	50	50	50	150			
Totals									0	0	0		0	300	50	50	50	150		
17	5	NE Goodwin Road @ NE Ingle Rd. from: to: Traffic signal	15	P	00		ALL	1/1/2022					380	380						
Totals									0	0	0		0	380	380	0	0	0		
00	6	NE 9th Street NE 232nd Ave. to NE 242nd Ave. from: to: New construction Includes Critical Areas and Alignment Investigation	15	P	0.50		PE	6/1/2025					227					227		
Totals									0	0	0		0	227	0	0	0	227		

Agency: City of Camas  
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								Project Phase	Phase Start (yyyy)	Fund Source Information						1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
										Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
16	7	<b>Lake Road</b> NW Lacamas Lane to Lacamas Lake Lodge from: _____ to: _____ Widening, sidewalk		03	P	0.45		ALL	6/1/2024						3475			3475			
Totals										0	0	0	0	0	3475	0	0	3475	0		
16	8	<b>NW Lake Road</b> @ NW Sierra St. from: _____ to: _____ Traffic signal		24	P	00		ALL	1/1/2024						380			380			
Totals										0	0	0	0	0	380	0	0	380	0		
16	9	NW 18th Ave., et al. Path NW Astor to NW 16th, include NW Hood from: _____ to: _____ Pedestrian Path		28	P	0.40		ALL	1/1/2024						260			60	200		
Totals										0	0	0	0	0	260	0	0	60	200		
17	10	<b>NE Goodwin Road/28th Street</b> NW Camas Meadows Dr. to NE 232nd Ave. from: _____ to: _____ Widen to 5 lanes with bike lanes, sidewalk west of Ingle Widen to 3 lanes with bike lanes, sidewalk east of Ingle		15	P	1.72		ALL	1/1/2025						21670				21670		
Totals										0	0	0	0	0	21670	0	0	0	21670		
16	11	<b>Crown Road</b> from: SE 23rd St. to NE 3rd Ave. Multimodal, turn lanes and intersection improvements		04	P	1.3		ALL	1/1/2025						12360				12360		
Totals										0	0	0	0	0	12360	0	0	0	12360		
12	12	<b>SR-14 West Camas Slough Bridge</b> from: _____ to: _____ Widen to 4 lanes NOTE: PE phase began 1/2006		03	P	2.25		ALL	1/1/2025			WSDOT	35000		35000				35000		
Totals										0	0	35000	0	0	35000	0	0	0	35000		

Agency: City of Camas  
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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
17	13	<b>Bybee Road Realignment</b> SE 15th St. to SE 20th St. from: _____ to: _____ New construction	01	P	0.05		ALL	1/1/2024						1755			1755				
								Totals		0	0	0	0	1755		0	1755	0			
17	14	<b>NE 43rd Avenue</b> from: SR-500 to: East City Limits Widen to 3 lanes with bike lanes, sidewalk	03	P	0.36		ALL	1/1/2027						2190							
								Totals		0	0	0	0	2190		0	0	2190			
00	15	<b>Downtown Infrastructure</b> NE 3rd to NE 7th, NE Adams to NE Garfield from: _____ to: _____ Pavement and sidewalk Rehab, ADA upgrades	06	P	0	SWPO	ALL	1/1/2025						1550							
								Totals		0	0	0	0	1550		0	0	1550			
14	16	<b>NW/NE 6th Avenue Corridor Improvements</b> NW Norwood to NE Garfield from: _____ to: _____ Access and multimodal upgrades	24	P	1.70		ALL	1/1/2024						1000			1000				
								Totals		0	0	0	0	1000		0	0	1000	0		
00	17	<b>North Dwyer Creek Master Plan Street "B"</b> NW Friberg St./Strunk to NW Larkspur St. from: _____ to: _____ New construction	15	P	0.90		PE	1/1/2027						5						5	
								Totals		0	0	0	0	5		0	0	0	5		
00	18	<b>NW Payne Street</b> NW Lake Rd. to NW Camas Meadows Dr. from: _____ to: _____ Widening, bike lanes, sidewalk	03	P	0.40		PE	1/1/2027						5						5	
								Totals		0	0	0	0	5		0	0	0	5		



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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
17	19	NW 23rd Avenue Nw Astor to NW Sierra from: _____ to: _____ Widening, sidewalk		04	P	0.23		ALL	1/1/2025						560					560	
								Totals		0	0	0	0	560	0	0	0	560			
00	20	North Dwyer Creek Master Plan Street "A" NW Lake Rd. to NW Camas Meadows Dr. from: _____ to: _____ New construction		15	P	0.64		PE	1/1/2026						5					5	
								Totals		0	0	0	0	5	0	0	0	5			
17	21	NW Leadbetter Drive NW Lake Rd. to NW Fremont St. from: _____ to: _____ Sidewalk		28	P	0.15		CN	1/1/2025						66					66	
								Totals		0	0	0	0	66	0	0	0	66			
17	22	NE 28th Street & NE 232nd Avenue from: _____ to: _____ Intersection improvements		24	P	0.00		ALL	6/1/2025						170					170	
								Totals		0	0	0	0	170	0	0	0	170			
16	23	Brady Road McIntosh to West City Limits from: _____ to: _____ Bike & Pedestrian Improvements		04	P	.50		PE	1/1/2025						5					5	
								Totals		0	0	0	0	5	0	0	0	5			
17	24	NW Astor Street/NW 11th Avenue NW 16th Ave. to McIntosh Rd. from: _____ to: _____ Widening, bike lanes, sidewalk		03	P	0.62		PE	1/1/2025						135					135	
								RW	1/1/2026						135					135	
								CN	6/1/2027						2120					2120	
								Totals		0	0	0	0	2390	0	0	0	2390			

Agency: City of Camas  
 Co. No.: 06 Co. Name: Clark Co.  
 City No.: 0145 MPO/RTPO: RTC

**DRAFT**

FROM: 2022 TO: 2027  
 Hearing Date: 6/7/2021 Adoption Date: 6/21/2021  
 Amend Date: Resolution No:

Functional Class	Priority Number	Project Identification A. Pin/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
								Project Phase	Phase Start (yyyy)	Fund Source Information						1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
										Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
16	25	NW 18th Avenue, et al NW Astor to NW 16th, include NW Hood from: to: Widen curb, sidewalk		03	P	0.51		PE	1/1/2025						5						
								Totals		0	0	0	0	5	0	0	0	5			
16	26	NW 18th Avenue NW Whitman St. to NW Brady Rd. from: to: New construction with bike lanes		01	P	0.26		PE	1/1/2025						5						
								Totals		0	0	0	0	5	0	0	0	5			
16	27	NW 18th Avenue NW Whitman St. to West City Limits from: to: Widening, bike lanes		03	P	0.40		PE	1/1/2025						5						
								Totals		0	0	0	0	5	0	0	0	5			
16	28	NW 43rd/NW Astor - NW Sierra to NW 38th Impr. from: to: Widening, bike lanes, sidewalk		03	P	.50		PE	1/1/2027						5						
								Totals		0	0	0	0	5	0	0	0	5			
17	29	NE 232nd Avenue NE 28th to NE 9th St. from: to: Widen to 3 lanes with bike lanes, sidewalk		15	P	0.97		PE	6/1/2027						5						
								Totals		0	0	0	0	5	0	0	0	5			
17	30	NW McIntosh Road NW Brady Rd. to NW 11th Ave. from: to: Widening, bike lanes, sidewalk		15	P	1.2		PE	1/1/2027						5						
								Totals		0	0	0	0	5	0	0	0	5			

Agency: City of Camas  
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**DRAFT**

FROM: 2022 TO: 2027  
 Hearing Date: 6/7/2021 Adoption Date: 6/21/2021  
 Amend Date: \_\_\_\_\_ Resolution No: \_\_\_\_\_

Functional Class	Priority Number	Project Identification A. Pin/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID		Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
								Project Phase	Phase Start (yyyy)	Fund Source Information						1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
										Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
00	31	NE Woodburn Drive SE 283rd Ave. to SE 15th St. from: to: New construction Includes 23rd St. realignment	01	P	.70		ALL	1/1/2027						6340				6340			
Totals									0	0		0	0	6340	0	0	0	6340			
07	32	SE 15th Street/Nourse Road from: Camas High School to: NE 283rd Ave. Widen to 3 lanes with bike lanes, sidewalk	15	P	0.59		PE	1/1/2027						5				5			
Totals									0	0		0	0	5	0	0	0	5			
00	33	NE 18th Street NE 192nd Ave. to NE Goodwin Rd. from: to: New construction (potential alternate alignment)	15	P	0.67		PE	1/1/2027						5				5			
Totals									0	0		0	0	5	0	0	0	5			
17	34	NE 28th Street NE 232nd Ave. to NE 242nd Ave. from: to: Widen to 3 lanes with bike lanes	15	P	0.50		PE	1/1/2027						5				5			
Totals									0	0		0	0	5	0	0	0	5			
16	35	NW Camas Meadows Drive NE 13th St. to NE 18th St. from: to: New construction (potential alternate alignment)	15	P	0.20		PE	1/1/2027						5				5			
Totals									0	0		0	0	5	0	0	0	5			
00	36	NE 242nd Avenue NE 28th St. to NE 9th St. from: to: Widen to 3 lanes with bike lanes, sidewalk	15	P	0.70		PE	6/1/2027						5				5			
Totals									0	0		0	0	5	0	0	0	5			

Agency: City of Camas  
 Co. No.: 06 Co. Name: Clark Co.  
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**DRAFT**

FROM: 2022 TO: 2027  
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Functional Class	Priority Number	Project Identification A. Pin/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
								Project Phase	Phase Start (yyyy)	Fund Source Information						1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
										Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
19	37	NW Maryland Street NW 19th to NW 24th from: New construction to:		01	P	0.25		ALL	6/1/2027						280					280	
								Totals		0	0	0	0	280	0	0	0	280			
19	38	NE Nevada Street NE 3rd to NE 6th from: Reconstruct to:		04	P	0.17		ALL	6/1/2027						280					280	
								Totals		0	0	0	0	280	0	0	0	280			
00	39	NE Goodwin Road @ NW Camas Meadows Drive from: Traffic signal to:		24	P	00		ALL	1/1/2027						350					350	
								Totals		0	0	0	0	350	0	0	0	350			
16	40	NW Pacific Rim @ Parker Street from: Traffic signal to:		15	P	00		PE	1/1/2027						5					5	
								Totals		0	0	0	0	5	0	0	0	5			
17	41	NE Ingle Road-NE Goodwin to N City Limits Goodwin to N City Limits from: widen to 3 lanes with bike lanes, sidewalk to:		03	P	1.30		PE	6/1/2027						5					5	
								Totals		0	0	0	0	5	0	0	0	5			
00	42	NE Ingle Road Extension Goodwin to 232nd Ave from: New construction to:		15	P	1.00		PE	6/1/2027						5					5	
								Totals		0	0	0	0	5	0	0	0	5			

Agency: City of Camas  
 Co. No.: 06 Co. Name: Clark Co.  
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**DRAFT**

FROM: 2022 TO: 2027  
 Hearing Date: 6/7/2021 Adoption Date: 6/21/2021  
 Amend Date: \_\_\_\_\_ Resolution No: \_\_\_\_\_

Functional Class	Priority Number	Project Identification A. Pin/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID		Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
								Project Phase	Phase Start (yyyy)	Fund Source Information						1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
										Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
16	43	<i>SR-500 @ Leadbetter Road</i> from: _____ to: _____ Access Control	15	P	00		PE	1/1/2027						5				5			
								Totals		0	0	0	0	5	0	0	0	5			
16	44	<i>SR-500 @ New E/W Arterial</i> from: _____ to: _____ Intersection improvements	15	P	00		PE	6/1/2027						5				5			
								Totals		0	0	0	0	5	0	0	0	5			
16	45	<i>NE 28th Street @ 242nd Avenue</i> from: _____ to: _____ Intersection improvements	15	P	00		PE	6/1/2027						5				5			
								Totals		0	0	0	0	5	0	0	0	5			
16	46	<i>SR-500 @ NE 14th Ave.</i> from: _____ to: _____ Controlled Access	24	P	00		PE	6/1/2027						5				5			
								Totals		0	0	0	0	5	0	0	0	5			
00	47	<i>NE 232nd Avenue @ Ingle Extension</i> from: _____ to: _____ Roundabout	15	P	00		PE	6/1/2027						5				5			
								Totals		0	0	0	0	5	0	0	0	5			
00	48	<i>Pavement Treatments (maintenance &amp; preservation)</i> from: _____ to: _____ Overlays, surface treatments	47	P	00		CN	6/1/2022						4200	700	700	700	2100			
								Totals		0	0	0	0	4200	700	700	700	2100			

Agency: City of Camas  
 Co. No.: 06 Co. Name: Clark Co.  
 City No.: 0145 MPO/RTPO: RTC

**DRAFT**

FROM: 2022 TO: 2027  
 Hearing Date: 6/7/2021 Adoption Date: 6/21/2021  
 Amend Date: \_\_\_\_\_ Resolution No: \_\_\_\_\_

Functional Class	Priority Number	Project Identification A. Pin/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
								Project Phase	Phase Start (yyyy)	Fund Source Information						1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
										Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
00	49	<b>Reconstructs</b> from: Citywide to:		04	P	00		ALL	1/1/2022	CDBG	250				1500	250	250	250	750		
								Totals			0	250	0	0	1500	250	250	250	750		
00	50	<b>Sidewalk Projects</b> from: to: Sidewalk installations Citywide, including curb ramps		28	P	00		ALL	1/1/2022					150	25	25	25	75			
								Totals			0	0	0	0	150	25	25	25	75		
0	51	<b>Shared Path Improvements</b> Citywide from: to:		28	P	00		ALL	1/1/2024					200			50	150			
								Totals			0	0	0	0	200	0	0	50	150		
00	52	<b>Safety Projects</b> from: to: Future safety projects Includes traffic revisions, NW Fargo Curve Safety Analysis		21	P	00		ALL	1/1/2022					300	50	50	50	150			
								Totals			0	0	0	0	300	50	50	50	150		



# Appendices

## Six Year Form Coding Instructions

### Heading

Agency	Enter name of the sponsoring agency.
County No.	Enter the assigned number (see LAG Appendix 21.44).
City No.	Enter the assigned number (see LAG Appendix 21.45).
MPO/RTPO	Enter the name of the associated MPO (if located within urbanized area) or RTPO (if located in a rural area).
Hearing Date	Enter the date of the public hearing.
Adoption Date	Enter the date this program was adopted by council or commission.
Resolution No.	Enter Legislative Authority resolution number (if applicable.)
Amendment Date	Enter the date this program was amended by council or commission.

### Column Number

1. **Functional Classification.** Enter the appropriate 2-digit code denoting the Federal Functional Classification. (**Note:** The Federal Functional Classification must be one approved by FHWA.)

#### Description

00- No Classification

#### Rural (< 5000 pop.)

- 01 - Interstate
- 02 - Principal Arterials
- 06 - Minor Arterials
- 07 - Major Collector
- 08 - Minor Collector
- 09 - Local Access

#### Urban (> 5000 pop.)

- 11 - Interstate
- 12 - Freeways & Expressways
- 14 - Other Principal Arterials
- 16 - Minor Arterial
- 17 - Collector
- 19 - Local Access

1. **Priority Numbers.** Enter local agency number identifying agency project priority (optional).

2. **Project Identification.** Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project Title; (d) Street/Road Name or Number/Federal Route Number; (e) Beginning and Ending Termini (milepost or street names); and (f) Describe the Work to be Completed.

4. **Improvement Type Codes.** Enter the appropriate federal code number.

SEE APPENDIX A

5. **Funding Status.** Enter the funding status for the entire project or phase that describes the current status.

**S** - Project is 'selected' by the appropriate selection body and funding has been secured by the lead agency.

**P** - Project is subject to selection by an agency other than the lead and is listed for planning purposes. (Funding has **not** been determined.)

6. **Total Length.** Enter project length to the nearest hundredth (or code "00" if not applicable).

7. **Utility Code(s).** Enter the appropriate code letter(s) for the utilities that need to be relocated or are impacted by the construction project.

C - Cable TV

G - Gas

O - Other

P - Power

S - Sewer (other than agency-owned)

T - Telephone

W - Water

8. **Project Phase.** Select the appropriate phase code of the project.

**PE** - Preliminary Engineering, including Design (or Planning)

**RW** - Right of Way or land acquisition

**CN** - Construction only (**or transit planning or equipment purchase**)

**ALL** - All Phases: from Preliminary Engineering through Construction

9. **Phase Start Date.** Enter the **month/day/year** in MM/DD/YY format that the selected phase of the project is **actually** expected to start.

10. **Federal Fund Code.** Enter the Federal Fund code from the table.

**SEE APPENDIX C**

11. **Federal Funds.** Enter the total federal cost (**in thousands**) of the phase regardless of when the funds will be spent.

12. **State Fund Code.** Enter the appropriate code for any of the listed state funds to be used on this project.

**SEE APPENDIX C**

13. **State Funds.** Enter all funds from the State Agencies (**in thousands**) of the phase regardless of when the funds will be spent.

14. **Local Funds.** Enter all the funds from Local Agencies (**in thousands**) of the phase regardless of when the funds will be spent.

15. **Total Funds.** Enter the sum of columns 10, 12, and 14. (Auto-calculation in the “STIP Too” program.)

16-19. **Expenditure Schedule - (1st, 2nd, 3rd, 4th thru 6th years).** Enter the estimated expenditures (**in thousands**) of dollars by year. (***For Local Agency use.***)

20. **Environmental Data Type.** Enter the type of environmental assessment that will be required for this project. (This is “***required***” for ***Federally funded projects***, but may be filled in for state or locally funded projects.)

EIS - Environmental Impact Statement

EA - Environmental Assessment

CE - Categorical Exclusion

21. **R/W Certification.** Click **Y** if Right of Way acquisition is or will be required. If yes, enter R/W Certification Date, if known. (This is “***required***” for ***Federally funded projects***)

**APPENDIX A**  
**IMPROVEMENT TYPE CODES**

01	New Construction Roadway
03	Reconstruction, Added Capacity
04	Reconstruction, No Added Capacity
05	4R Maintenance Resurfacing
06	4R Maintenance - Restoration & Rehabilitation
07	4R Maintenance - Relocation
08	Bridge, New Construction
10	Bridge Replacement, Added Capacity
11	Bridge Replacement, No Added Capacity
13	Bridge Rehabilitation, Added Capacity
14	Bridge Rehabilitation, No Added Capacity
15	Preliminary Engineering
16	Right of Way
17	Construction Engineering
18	Planning
19	Research
20	Environmental Only
21	Safety
22	Rail/Highway Crossing
23	Transit
24	Traffic Management/Engineering - HOV
25	Vehicle Weight Enforcement Program
26	Ferry Boats
27	Administration
28	Facilities for Pedestrians and Bicycles
29	Acquisition of Scenic Easements and Scenic or Historic Sites
30	Scenic or Historic Highway Programs
31	Landscaping and Other Scenic Beautification
32	Historic Preservation
33	Rehab & Operation of Historic Transp. Buildings, Structures, Facilities
34	Preservation of Abandoned Railway Corridors
35	Control and Removal of Outdoor Advertising
36	Archaeological Planning & Research
37	Mitigation of Water Pollution due to Highway Runoff
38	Safety and Education for Pedestrians/Bicyclists
39	Establishment of Transportation Museums
40	Special Bridge
41	Youth Conservation Service
42	Training
43	Utilities
44	Other
45	Debt Service
47	Systematic Preventive Maintenance

**APPENDIX B**  
***Void***

**APPENDIX C**  
**FEDERAL FUND CODES**

5307	FTA Urbanized Area Formula Program
5309(Bus)	FTA Bus and Bus Facilities
5309(FG)	FTA Fixed Guideway Modernization
5309(NS)	FTA New Starts
5310	FTA Elderly Persons and Persons with Disabilities
5311	FTA Rural Area Formula Grants
5316	FTA Job Access & Reverse Commute Program (JARC)
5317	FTA New Freedom Program
FTA Discretionary	Discretionary Programs such as Alternatives Analysis (5339) and TIGER Program
BIA	Bureau of Indian Affairs
BR	Bridge Replacement/Rehabilitation Program
CBI	Coordinated Border Infrastructure
CDBG	Community Development Block Grant (Dept. of Commerce)
CMAQ	Congestion Mitigation and Air Quality
DEMO	Demonstration Projects (High Priority, Sect. 112, 115, 117, 125 and 129)
Discretionary- FBD	Ferry Boat Discretionary
Discretionary- IMD	Interstate Maintenance Discretionary
Discretionary- ITS	Intelligent Transportation Systems
Discretionary- PLH	Public Lands Highways (Federal Lands)
Discretionary- SB	Scenic Byways
Discretionary- STP	Surface Transportation Priorities
Discretionary- TCSP	Transportation, Community & System Preservation Program
DOD	Department of Defense
FMSIB	Freight Mobility Strategic Investment Board
IM	Interstate Maintenance
IRR	Indian Reservation Roads
NHS	National Highway System
SRTS	Safe Routes to Schools
STBG	Surface Transportation Block Grant
STP	Surface Transportation Program (WSDOT Use Only)
STP(E)	Surface Trans. Program - Enhancements
STP(L)	Surface Trans. Program - Legislative Earmarks
STP(S)	Surface Trans. Program- Safety (Includes Highway) Safety Improvement Program, Hazard Elimination, Railway/Highway Crossing Program and 2010-15 County Road Safety Program)
STP(R)	Surface Trans. Program - Rural Regionally Selected
STP(U)	Surface Trans. Program - Urban Regionally Selected

**STATE FUND CODES**

CRAB	County Road Administration Board
CW	Connecting Washington
FMSIB	Freight Mobility Strategic Investment Board
PWTF	Public Works Trust Fund
SRTS	Safe Routes to Schools
TIB	Transportation Improvement Board
TPP	Transportation Partnerships Program
WSDOT	WSDOT funds
OTHER	Any other state funds not listed

**Public Comment Regarding the Six Year Transportation Program for 2022 through 2027**

Email Received from Stephen Wong on May 20, 2021

Hi James,

Thank you and the city of Camas for sharing the six year street plan and for all the great work in the city of Camas.

Our community is located in the Green Mountain new residential development. There are over 200 homes and soon more with commercial as well.

We have trails and parks (city of Camas in 8 yrs) that all connected. We have a bike trail that ends on NE Ingle Rd and NE Goodwin Rd.

The Lacamas Heritage trail is ½ mile from where this bike trail end. The road currently is too narrow and unsafe to be share with bicyclists.

The parking is very limited at the Lacamas Heritage trail. Many of us would skip driving, and instead ride our bicycles there if we could do so safely.

May we suggest a single bike lane from the corner of NE Ingle Rd and NE Goodwin Rd to Lacamas Heritage trail?

Thank you very much,

Stephen, Samantha, and the neighbors of Green Mountain



PROCLAMATION OF CIVIL EMERGENCY

CITY OF CAMAS, WASHINGTON

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

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

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

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

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

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

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

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

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

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

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

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

1. I declare there is a civil emergency caused by COVID-19 in the City of Camas.
2. The civil emergency requires the implementation of those powers delineated in Chapter 2.48 and 8.56 of the Camas Municipal Code and Chapter 38.52 RCW.
3. To the extent of such powers as granted by law, the City may enter into contracts and incur obligations, and take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties and to provide emergency assistance to persons affected by this emergency.
4. These powers will be exercised in light of the exigencies of the situation without regard to the formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, and the appropriation and expenditure of funds.
5. I delegate to the Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.
6. Department heads are further authorized to reassign staff from their ordinary duties to work deemed necessary to address the emergency outside their normal job duties and to require work beyond normal working hours in the performance of duties deemed necessary to respond to the emergency.
7. Pursuant to Camas Municipal Code sections 2.48.020 and 8.56.080 a copy of this Proclamation shall be filed with the City Clerk, a copy delivered to the Director of Emergency Management, State Emergency Management, and the Governor and the news media within the City shall be advised, with copies of this Proclamation posted at public places as may heretofore be designated.
8. This Proclamation will take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code Section 2.48.040.

DATED AND SIGNED THIS 18<sup>th</sup> DAY OF MARCH, 2020.

City of Camas



Mayor Barry McDonnell



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

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

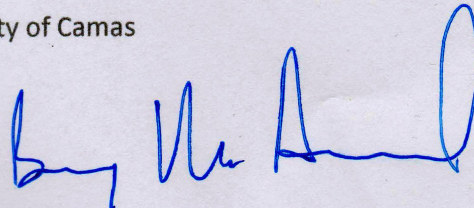
For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

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

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

DATED AND SIGNED THIS 15<sup>TH</sup> DAY OF APRIL, 2020

City of Camas



Mayor Barry McDonnell

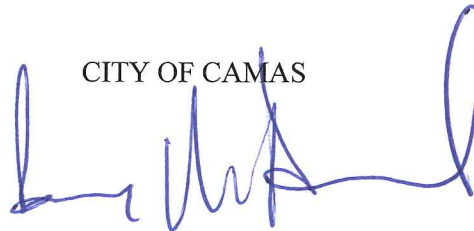


FIRST AMENDMENT TO PROCLAMATION OF CIVIL EMERGENCY

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

DATED AND SIGNED THIS 16<sup>TH</sup> DAY OF JUNE, 2020.

CITY OF CAMAS



Mayor Barry McDonnell