



Parks and Recreation Commission Meeting Agenda Wednesday, December 09, 2020, 5:00 PM Remote Meeting Participation

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

Participate in this virtual Meeting with the online ZOOM application and/or by phone.

OPTION 1 -- Join the virtual meeting from any device:

1. First-time ZOOM users, go to www.zoom.us
 - To download the free ZOOM Cloud Meetings app for your device
 - Or, click the Join Meeting link in the top right corner and paste - 918 2589 9058
2. From any device click the meeting link <https://zoom.us/j/91825899058>
3. Enter your email and name, and then join webinar.
4. Wait for host to start the meeting.

OPTION 2 -- Join the virtual meeting from your phone (audio only):

1. Dial 877-853-5257
2. When prompted, enter meeting ID 918 2589 9058, and then ###

During Public Comment periods:

1. Attendees may click the ***raise hand icon*** in the app and you will be called upon to comment for up to 3 minutes.
 - If listening by phone, hit *9 to "raise your hand" and you will be called upon to comment for up to 3 minutes.
2. Residents can send public comments to publiccomments@cityofcamas.us (limit to 300 words).

These will be entered into the meeting record. Emails received by one hour before the start of the meeting will be emailed to the Meeting Body prior to the meeting start time. During the meeting, the clerk will read aloud the submitter's name, the subject, and the date/time it was received. Emails will be accepted until 1 hour received after the meeting and will be emailed to the Meeting Body no later than the end of the next business day.

CALL TO ORDER

PUBLIC COMMENTS

APPROVAL OF MINUTES

1. [September 23, 2020 Parks and Recreation Commission Meeting Minutes](#)

MEETING ITEMS

2. Parks Commission Annual Retreat – 2021
3. [2021-2022 Budget Summary](#)
[Presenter: Steve Wall, Public Works Director](#)

PROJECT UPDATES

4. Parks Director Position
Presenter: Steve Wall, Public Works Director
5. [Resolution 20-016 Lacamas Creek Watershed](#)
[Presenter: Steve Wall, Public Works Director](#)
6. [Ediger Property Acquisition](#)
[Presenter: Steve Wall, Public Works Director](#)
7. PROS Plan Update
Presenter: Steve Wall, Public Works Director
8. Miscellaneous Updates

COMMISSION REPORTS

OTHER ITEMS

ADJOURNMENT



Parks and Recreation Commission Meeting Minutes
Wednesday, September 23, 2020, 5:00 PM
Remote Meeting Participation

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

Participate in this virtual Meeting with the online ZOOM application and/or by phone.

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 - To download the free ZOOM Cloud Meetings app for your device
 - Or, click the Join Meeting link in the top right corner and paste - 923 5119 9435
2. From any device click the meeting link <https://zoom.us/j/92351199435>
3. Enter your email and name, and then join webinar.
4. Wait for host to start the meeting.

OPTION 2 -- Join the virtual meeting from your phone (audio only):

1. Dial 877-853-5257
2. When prompted, enter meeting ID 92351199435, and then ###

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CALL TO ORDER

Randy Curtis called the meeting to order at 5:00 pm.

ROLL CALL

Present: Jason Irving, Katy Daane, Cassi Marshall, Steve Lorenz, Randy Curtis, Melissa Smith

Absent: David Dewey

Staff: Jerry Acheson, Jamal Fox, Susan Newlove, Denis Ryan, Steve Wall, Cathy Nickerson

Presenter: Eric Hovee

PUBLIC COMMENTS

Hendrick Vanderberg - 1504 NW Benton Street. Vanderberg suggested making Grass Valley Park tennis courts the new home of the Pickleball players instead of Crown Park. He mentioned that Grass Valley Park has more amenities than Crown Park: restrooms, a parking lot and a playground area for children.

Laryn Arvidson – 8100 NE Winters Road. Arvidson is concerned about the current maintenance of the Camas Cemetery and stated that she has seen no maintenance improvements since April.

APPROVAL OF MINUTES

1. Approve the Minutes of the Parks Commission Meeting held on Wednesday, February 26, 2020.

A motion was made by Marshall, seconded by Lorenz, and carried unanimously to approve the minutes of February 26, 2020 as written.

MEETING ITEMS

1. Leadbetter House Reuse Plan

Presenter: Eric Hovee, Principle, E.D. Hovee and Company

Jerry Acheson introduced Eric Hovee, who will do a presentation on the Leadbetter House Reuse Plan. Hovee reviewed the reuse feasibility study. The Leadbetter House property was built in 1901 by Henry Pittock and was listed on the National Registry of Historic Places in 1979. The house on the property has three floors plus a basement. There is also a barn on the property.

Hovee displayed a chart of potential facility uses and added that Parks & Recreation manage similar facilities to this one. He stated that renovation and ongoing maintenance are very important. When reviewing local comps, it is difficult to find comparisons with the Leadbetter House due to its smaller size.

In response to Irving's question about Capital Costs, Hovee stated that the study includes renovation costs and grounds improvements. In response to Irving's question regarding ADA and seismic upgrades, Hovee stated that historic preservation requirements must be considered when looking into these upgrades.

Marshall stated that the local community will be eager to use this facility for public meetings and added that the Leadbetter study is broad, provides great recommendations and overview.

A motion was made by Lorenz, seconded by Irving, and carried to accept the Pittock-Leadbetter House Reuse Feasibility Study as presented and to move forward to City Council as is.

2. 2021-2022 Budget

Presenter: Cathy Huber Nickerson, Finance Director

Finance Director, Cathy Huber Nickerson, presented the 2021-22 Proposed Parks & Recreation budget. Huber Nickerson reviewed the Mayor initiatives: Honesty(Community, Equity), Land(Legacy Lands, Facilities, Climate Change) and People (Programs for younger people in the city's, Services for Older Adults).

The budget will coincide with the Washington Governors Phased Approach – currently in phase 2. She reviewed 2021-22 Budget highlights and displayed the proposed operating budget for Parks and Recreation, Capital funding and capital decision packages. The budget will be presented at the Oct 5th City Council meeting.

In response to Curtis, Huber-Nickerson stated that its important to find a balance with capital and operations.

3. Public Works Parks Maintenance and Operations updates

Presenter: Steve Wall, Public Works Director

Cemetery Maintenance – Wall stated that they have received several comments regarding the cemetery maintenance this year. The Cemetery budget has varied over the years and available funds have fluctuated. Budget cuts and no volunteer groups due to COVID 19 this year have had impacts on the maintenance at the cemetery this year. They hope to see improvements to the budget.

Lacamas Lake Water Quality – This topic includes Lacamas Lake, Round Lake and Fallen Leaf Lake. There was an increase in the algae bloom in all three lakes this year. This frequency has continued through the summer and has been monitored by Clark County Public Health. There might be opportunity to open up the lake for recreation activities short-term but long-term improvements to the water quality will take a long time. The end result will require ongoing management. They will be partnering with Clark county on an interlocal agreement.

Curtis stated that he will be a liaison for the Parks Commission on this committee and added that this was a goal in the annual report for the Parks Commission.

Canal Bridge – This is the new utility/trail bridge at Round Lake. Wall stated that people have been jumping off the bridge since it was installed. In 2019, a 14-year-old boy drowned. Communication with WCIA and the City Attorney are recommended when working on fixing this issue. Posting signs or a change in design are possible options. Curtis stated that this topic will be back on the agenda in October.

3rd Avenue and Baz Park Sewer project update – Wall Displayed photos of the project at 3rd Avenue and Lacamas creek trailhead. Wall suggested some fencing while the landscaping grows in for screening. New additions to the trailhead include; a paved access that is much wider, concrete sidewalk, pipe removal and the foundation of the old pump station removed.

Baz Park – Improvements were made to the parking lot and sidewalk. Further improvements include an additional picnic table and improvements to the park sign. Marshall thanked Steve Wall and Jim Hodges fulfilling their requests in these projects. Curtis agreed that this was a good process.

Eagle Scout Kiosk project – Denis Ryan stated that Eagle Scout, Will Jolly, proposed a project to place a map kiosk at the 3rd Avenue Trailhead. Curtis stated that Ryan was very helpful with this project. Marshall displayed a photo of Will Jolly and the finished project.

Miscellaneous – Wall discussed levels of service. The amount of infrastructure built recently has been greater than the operations/maintenance ability of the city. He stated that this is a vital discussion and added that there is a proposal for an additional maintenance worker in the upcoming budget.

PROJECT UPDATES

4. Presenter: Jerry Acheson, Parks and Recreation Manager

Parks, Recreation and Open Space Comprehensive Plan Process - Acheson stated that this project is proposed to be back in the budget in 2021

Skate Park Grant – They will resubmit the grant application with Parks Foundation.

Curry Trail – They applied for an RCO grant and did a final presentation on Tuesday for this project.

OTHER ITEMS

Partners update – Marshall stated that they received a skate park grant through the C/W Community Chest, but a return was requested since it wasn't going to be used this year. Turkey Bingo is cancelled this year. They showed appreciation to the Parks Maintenance Crew in March and the Parks and Recreation Department in July. Marshall thanked Jerry for completing the Legacy Lands project.

Ivy League - The last Ivy League event was held on March 7th with 50 volunteers.

Parks Assignments – Curtis stated that Park assignments will be reallocated in 2021.

Camas Cemetery – Curtis recommended that one of the Parks Commission members volunteer to be the liaison for the Camas Cemetery.

Parks Commission 2020 Annual report – The annual report for 2020 will get rolled over to 2021.

Washougal River Greenway Trail Overlook – Curtis recommended that a plaque be placed at the overlook in recognition of the donation made.

38th Avenue – Curtis stated that there is no bike path on 38th Avenue and this creates a traffic hazard. He suggested posting signage.

ADJOURNMENT

The meeting adjourned at 7:15 pm. The next meeting will be held on Wednesday, October 28th at 5:00 pm.

City of Camas 2021-2022 Budget
Parks and Recreation

Account	Description	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	Final 2020 Budget	2020 Projected	2021 Budget	2022 Budget	Notes
Parks and Recreation											
Participant Recreation											
	Salaries	\$ 228,577	\$ 235,302	\$ 148,551	\$ 163,850	\$ 169,932	\$ 188,400	\$ 146,629	\$ 178,434	\$ 181,914	
	Benefits	\$ 69,454	\$ 73,672	\$ 45,769	\$ 51,038	\$ 52,603	\$ 85,549	\$ 49,284	\$ 55,496	\$ 56,369	
	Supplies	\$ 11,911	\$ 11,749.5	\$ 10,382.4	\$ 14,196.7	\$ 9,521.9	\$ 12,121.7	\$ 7,252.9	\$ 12,452.0	\$ 12,735.0	
	Services	\$ 81,591	\$ 94,063	\$ 76,444	\$ 85,708	\$ 103,397	\$ 111,500	\$ 21,171	\$ 116,403	\$ 119,045	
	Total Participant Recreation	\$ 391,533	\$ 414,787	\$ 281,147	\$ 314,793	\$ 335,454	\$ 397,571	\$ 224,336	\$ 362,785	\$ 370,063	
Administration											
	Regular Salaries And Wages	\$ -	\$ -	\$ 94,450	\$ 104,474	\$ 110,855	\$ 115,955	\$ 112,992	\$ 115,730	\$ 117,975	
	Personnel Benefits	\$ -	\$ -	\$ 34,880	\$ 37,918	\$ 39,301	\$ 44,530	\$ 38,558	\$ 40,004	\$ 40,468	
	Services	\$ 890	\$ 1,024	\$ 110,219	\$ 24,210	\$ 137,260	\$ 146,170	\$ 4,237	\$ 196,395	\$ 52,421	
	Total Administration	\$ 890	\$ 1,024	\$ 239,549	\$ 166,602	\$ 287,415	\$ 306,654	\$ 155,788	\$ 352,129	\$ 210,864	
Community Centers											
	Salaries	\$ -	\$ -	\$ 14,191.6	\$ 16,132.6	\$ 16,009.5	\$ 16,829.7	\$ 16,776.1	\$ 17,420.0	\$ 17,755.0	
	Personnel Benefits	\$ -	\$ -	\$ 5,009	\$ 5,657	\$ 5,734	\$ 6,501	\$ 6,701	\$ 6,258	\$ 6,327	
	Supplies	\$ 3,337	\$ 3,524	\$ 3,167	\$ 3,722	\$ 3,167	\$ 3,725	\$ 2,553	\$ 3,827	\$ 3,913	
	Services	\$ 52,089	\$ 52,769	\$ 42,824	\$ 46,460	\$ 55,511	\$ 62,119	\$ 38,029	\$ 71,407	\$ 73,027	
	Total Community Centers	\$ 55,426	\$ 56,293	\$ 65,191	\$ 71,971	\$ 80,422	\$ 89,174	\$ 64,059	\$ 98,912	\$ 101,022	
Lacamas Lake Lodge											
	Salaries	\$ 50,253	\$ 65,682	\$ 14,192	\$ 16,133	\$ 16,009	\$ 16,830	\$ 16,776	\$ 17,420	\$ 17,755	
	Personnel Benefits	\$ 17,323	\$ 20,796	\$ 5,009	\$ 5,657	\$ 5,734	\$ 6,501	\$ 6,701	\$ 6,258	\$ 6,327	
	Supplies	\$ 9,304	\$ 3,553	\$ 3,740	\$ 5,470	\$ 5,456	\$ 7,460	\$ 1,192	\$ 7,663	\$ 7,837	
	Services	\$ 59,787	\$ 57,128	\$ 53,175	\$ 55,780	\$ 59,069	\$ 68,472	\$ 122,205	\$ 73,112	\$ 74,772	
	Total Lacamas Lodge	\$ 136,666	\$ 147,159	\$ 76,116	\$ 83,041	\$ 86,268	\$ 99,262	\$ 146,875	\$ 104,453	\$ 106,691	
Fallen Leaf Lake Park											
	Salaries	\$ -	\$ -	\$ 14,192	\$ 16,133	\$ 16,010	\$ 16,830	\$ 16,776	\$ 17,420	\$ 17,755	

City of Camas 2021-2022 Budget
Parks and Recreation

Account	Description	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	Final 2020 Budget	2020 Projected	2021 Budget	2022 Budget	Notes
	Personnel Benefits	\$ -	\$ -	\$ 5,009	\$ 5,657	\$ 5,734	\$ 6,501	\$ 6,702	\$ 6,258	\$ 6,327	
	Services	\$ -	\$ -	\$ 2,766	\$ 2,669	\$ 2,920	\$ 2,322	\$ 2,294	\$ 3,010	\$ 3,079	
	Total Fallen Leaf Lake	\$ -	\$ -	\$ 21,966	\$ 24,459	\$ 24,664	\$ 25,653	\$ 25,771	\$ 26,688	\$ 27,161	
Swimming Pool											
	Total Swimming Pool	\$ 193,855	\$ 160,013	\$ 174,932	\$ 10,484	\$ -					
General Park Maintenance											
	Salaries	\$ 377,789	\$ 376,035	\$ 329,078	\$ 325,391	\$ 355,279	\$ 436,024	\$ 450,975	\$ 541,235	\$ 561,563	ODP 5 Maintenance Worker
	Personnel Benefits	\$ 181,677	\$ 157,574	\$ 161,878	\$ 152,522	\$ 195,595	\$ 249,476	\$ 312,393	\$ 292,460	\$ 296,744	ODP 5 Maintenance Worker
	Supplies	\$ 21,523	12,247	28,854	24,481	23,354	37,189	21,014	48,205	39,072	ODP 12 C Hydro Seeder
	Services	\$ 369,281	\$ 415,915	\$ 459,532	\$ 462,561	\$ 436,634	\$ 472,167	\$ 383,050	\$ 620,381	\$ 588,442	CDP 22 Grass Valley Tennis Courts
	Intergovernmental						\$ 15,000	\$ 10,006	\$ 15,410	\$ 15,759	
	Repair and Maint. of Play Equipment					\$ 67,048	\$ 75,000	\$ 20,000	\$ 75,000	\$ 325,000	CDP 24 Bleachers & ADA improvements
	Equipment					\$ 169,251			\$ 50,000	\$ 74,000	CDP 34 Large Mower/CDP 35 Turf Sweeper
	Vehicles					\$ 88,137					
	Total General Park Maintenance	\$ 950,269	961,771	979,342	964,955	1,335,298	1,284,856	1,197,437	1,642,691	1,900,580	
Trail Maintenance											
	Total Trail Maintenance	\$ -									
Open Space Maintenance											
	Total Open Space Maintenance	\$ -									
	Total Parks	\$ 1,728,640	1,741,047	1,838,244	1,636,305	2,149,521	2,203,170	1,814,266	2,587,658	2,716,381	



Staff Report

November 16, 2020 Council Regular Meeting

Resolution 20-016 Importance of Improving Water Quality within Lacamas Creek Watershed

Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

Summary: Staff presented a draft of this Resolution to the City Council at the November 2, 2020 Workshop. Minor updates have been made to the Resolution since that time, which include the following:

- In consultation with the City Attorney, the last recital (Whereas) regarding members of the ad-hoc committee being omitted from the definition of an Officer of the city was removed. Likewise, the similar reference to members of the committee not being deemed officers under Section II of the Resolution has been removed.
- Section I, Item D. of the Resolution has been modified to simply state that membership of the committee will be established by a separate motion of the Council (the reference to the *number* of members has been removed). The separate motion would include both the number of committee members and their names.
- Section II of the Resolution has been changed to state that the terms of all members of the committee shall terminate on December 31, 2022, unless otherwise amended by Council. The Draft Resolution included a date of December 31, 2021; however, staff thought it was more appropriate to line the dates up with the Biennial Budget.

EQUITY CONSIDERATIONS:

- *What are the desired results and outcomes for this agenda item?*
 - Adoption of this Resolution will confirm the City Council's desire to spend staff time and other resources on what will likely be a very long-term effort to improve and manager water quality within the Lakes.
- *What's the data? What does the data tell us?*
 - Presence of continued algal blooms over the past several years has provided information suggesting the water quality within the Lakes continues to decline. Without significant efforts on the part of the City, County and State agencies, water quality will not likely improve on its own.
- *How have communities been engaged? Are there opportunities to expand engagement?*

- This Resolution prioritizes engagement through the formation and use of an ad-hoc citizen committee to help develop and guide the City in the short and long-term goals of this effort.
- *Who will benefit from, or be burdened by this agenda item?*
 - The citizens of Camas and the broader community as a whole will benefit from improved water quality in the Lakes.
- *What are the strategies to mitigate any unintended consequences?*
 - Use of a citizen ad-hoc committee and regular updates to the City Council to keep the general public informed of the goals, strategies and efforts to improve water quality within the Lakes.
- *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)?*
 - This will ultimately be a long-term effort to not only improve water quality in the Watershed, and more specifically the Lakes, but then manage it into perpetuity. There will be substantial hurdles along the way to maintain adequate resources, interest from and participation by citizens, City Council and County, State and Federal agencies.
- *How will you ensure accountabilities, communicate, and evaluate results?*
 - Use of a citizen ad-hoc committee and regular updates to the City Council to keep the general public informed of the goals, strategies and efforts to improve water quality within the Lakes.
- *How does this item support a comprehensive plan goal, policy or other adopted resolution?*
 - Adoption of a Resolution supporting the improvement of water quality of the Lakes is consistent with multiple goals in the City's 2035 Comprehensive Plan, including those identified under 3.4.1 (Environmental Stewardship), 3.4.2 (Critical Areas) and 3.4.3 (Shorelines).

BUDGET IMPACT: As discussed during the November 2, 2020 presentation, Staff has currently proposed \$150,000 per year (\$300,000 total) in the 2021/2022 DRAFT Biennium Budget in support of this effort. These proposed funds would likely be used to support the hiring of a consultant team that can provide the necessary resources to help staff and the ad hoc committee develop a reasonable process for moving the general discussion forward. Staff anticipates additional funds will be needed to support this long-term effort. Council would be kept apprised of any expenditures and/or approve any contracts in accordance with current policies and procedures.

RECOMMENDATION: Staff recommends the Council adopt Resolution 20-016.

RESOLUTION NO. 20-016

A RESOLUTION of the Council of the City of Camas, Washington addressing the importance of improving the water quality within the Lacamas Creek Watershed, including Lacamas, Round and Fallen Leaf Lakes, and establishing an ad hoc committee to be known as the “Lacamas Creek Watershed Committee” to investigate and advise on water quality topics.

WHEREAS, RCW 35A.12.120 provides that the council of the non-charter code city has the authority to determine its own rules and order of business and may establish rules for the conduct of council meetings and the maintenance of order; and

WHEREAS, included within the authority set forth within RCW35A12.120 is the ability to establish and operate internal city council committees; and

WHEREAS, Lacamas Lake, Round Lake and Fallen Leaf have rich histories in the community and the Council wishes to take all reasonable measures to protect them as vital resources, in partnership with other local, state and Federal agencies; and

WHEREAS, lakes are of significant importance to the City and region for recreation, our quality of life, and attracting business and new development; and

WHEREAS, water quality within the lakes of the City of Camas, particularly Lacamas Lake, has been noted of concern for some years, with Clark County and State Department of Ecology led efforts to study and improve water quality commencing in the late 1990's; and

WHEREAS, these initial efforts relating to water quality were successful at the time but have not translated into long-term improvements due to changing conditions and circumstances; and

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WHEREAS, in 2019, algae blooms were for the first time reported and confirmed in Fallen Leaf Lake and blooms have continued into 2020; and

WHEREAS, the year 2020 has seen algae blooms being presented for the earliest on record in Lacamas and Round Lakes and blooms have continued throughout the year; and

WHEREAS, the deterioration of water quality in our lakes and the causes of poor water quality is a complex issue not solely related to an individual discharge point or recreational use, and involves reviewing a myriad of uses within the entire Lacamas Creek watershed with involvement of multiple local, state and Federal agencies to accurately and meaningfully attempt to resolve; and

WHEREAS, regional partners to the City of Camas all agree that water quality is of concern and a technical staff committee met in early 2020 to discuss these issues; and

WHEREAS, City and County councilors and staff have been coordinating on a form of Interlocal Agreement by which both the agencies pledge agreement in the importance of improving water quality and the dedication of resources and time towards the effort, in collaboration with other available resources; and

WHEREAS, the State Department of Ecology has a Lacamas Creek Source Assessment budgeted to begin within an approximate timeframe of 2023 which is expected to follow their completion of a source assessment on Burnt Bridge Creek, all efforts to furthering the understanding of the quality of water coming into the lakes from Lacamas Creek; and

WHEREAS, City Council desires to address water quality issues within our lakes to allow for a plan to address immediate restoration of recreational uses and development of long-

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term implementation and management plan to improve and maintain water quality in perpetuity;
and

WHEREAS, the water quality of Lacamas Lake, Round Lake, and Fallen Leaf Lake is of
utmost concern to the region and the resources need to be improved and protected for future
generations; and

WHEREAS, there are a large number of citizens in the community who value and agree
with the importance of improving the water quality within the Lakes and have been
independently meeting for several months to explore and discuss ideas to improve water quality;
and

WHEREAS, the Council desires to formalize the process outlined in this Resolution,
establish goals related to improving the watershed, set expectations of staff and volunteers, and
establish a committee to assist the City in these efforts and set forth a termination date for the
work of the committee.

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

I

- A. The City Council hereby designates Lacamas, Round and Fallen Leaf Lakes as
vital resources for the community and further indicate that staff time and
resources shall be allocated to developing short and long-term plans for

improving water quality to support recreational uses and quality of life in the community.

- B. Staff is directed to develop a 2021 and 2022 biennium budget proposal for council consideration that will aid in the success of the staff and ad hoc advisory committee in developing and submitting to council recommended strategies to meet the short- and long-term needs of the community.
- C. Staff shall continue working with local, state and Federal agencies to obtain guidance and assistance in improving water quality and help find funding for the various strategies and plans to be recommended.
- D. There is hereby established an ad hoc citizens advisory committee to be known as “Lacamas Creek Watershed Committee” with the purpose of advising on lake water quality issues and strategies and provide a structure for a partnership with and accountability to the community. The role and expectations for said Advisory Committee are set forth in general as provided herein. The Advisory Committee shall report to the Council and collaborate with the Public Works Director or designee and perform such duties as may be directed thereto. The Public Works Director or designee, in consultation with the Advisory Committee, shall provide periodic updates to the Council on the activities of the Committee. The names and appointment of members of the Advisory Committee shall be established by

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separate motion of the Council. All records of the Advisory Committee shall be maintained as may be needed to comply with applicable public records laws of the State of Washington.

II

Unless otherwise extended by adoption of a motion by the City Council the terms of all members of the committee as herein established shall terminate as of December 31, 2022.

PASSED by the Council and APPROVED by the Mayor this ____ day of _____, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



Staff Report

November 16, 2020 Regular Meeting

408 NW Lake Road Property Acquisition

Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

SUMMARY: The City entered into a purchase and sale agreement with Amanda Ediger on February 4, 2020 for the purchase of a 0.17 acre property at 408 NW Lake Road (figure shown below for reference). An appraisal for the property was completed in January 2020 which included a final valuation of the property at \$180,000. The agreed upon purchase price as identified in the purchase and sale agreement is \$175,000.

All of the conditions identified in the purchase and sale agreement have been completed, or are nearing completion, and both parties should be ready to close by November 18th. It is noted that the seller is entitled to possession of the premises for a period of 6 months after closing.



Ediger Property – 408 NW Lake Road

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? Acquisition of real property.

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? Additional acreage will be added to the City's parks and open space network.

What are the strategies to mitigate any unintended consequences? An appraisal to determine fair market value was completed for the property.

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? City's adopted Parks, Recreation and Open Space (PROS) Plan identifies the desire to include parks and open space around Lacamas Lake, Round Lake and Fallen Leaf Lake. The property in question is adjacent to other parks and open space already owned by the City.

BUDGET IMPACT: The agreed upon purchase price for the 0.17 acre site is \$175,000.

RECOMMENDATION: Authorize the Mayor, or his designee, to execute the closing documents for the acquisition of real property at 408 NW Lake Road from Amanda Ediger at a purchase price of \$175,000.

REAL ESTATE PURCHASE AND SALE AGREEMENT
WITH EARNEST MONEY PROVISION

1. **Effective Date:** _____, 2020
2. **Parties:** Amanda Ediger, 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, described as follows:

County of Clark, State of Washington

That portion of the Northwest Quarter of the Northwest Quarter of Section 2, Township 1 North, Range 3 East of the Willamette Meridian, lying Southerly and Westerly of the line of the County road, described as follows:

Beginning at a point 471.24 feet from South of the Northwest corner of said Section 2; thence South 85°18' East 61.6 feet; thence South 117.75 feet; thence West 61.39 feet; thence North 122.8 feet to the point of beginning. EXCEPT County roads.

TOGETHER WITH rights conferred by that water agreement recorded under auditor's file No. G 420395.

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

4. **Purchase Price:** The total purchase price for the Property is One Hundred Seventy-Five Thousand and NO/100 Dollars (\$175,000.00), payable in cash at closing
5. **Earnest Money Deposit:** Purchaser herewith deposits and delivers to Seller, and Seller hereby acknowledges receipt of the sum of Ten Thousand and No/100 Dollars (\$10,000.00) 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 transaction must close on or before 60 days following deposit of the earnest money set forth in Section 5 herein, which will be the termination date of this Agreement.
7. **Title Insurance:** Purchaser, at Seller's expense, shall 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 warranty deed, subject to those encumbrances, liens and defects noted and excepted 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 the following closing costs: one-half (1/2) the escrow closing fees, the recording fees, and all attorney's fees incurred by Purchaser. Seller shall pay the title insurance premium for the owner's policy, the real estate excise tax, one-half (1/2) of the escrow/closing fees, and all attorney's fees incurred by Seller.

10. **Pro-rations and Adjustments at Closing:** Taxes and assessments for 2020 shall be prorated as of the date of closing.

11. **Possession:** Seller shall be entitled to possession of the Premises for six months following 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 full access to the entire Premises prior to the closing for the purposes of conducting surveys, tests and inspections on the property, and other investigations as Purchaser deems prudent. Seller shall cooperate fully and assist Purchaser in completing such inspections and investigations. Should this transaction fail to close, Purchaser shall be responsible for leaving the property in a condition as close as reasonably possible to the condition in which Purchaser found it on the date of this Agreement. During Seller's term on the premises post-closing she shall not permit any waste on the premises, and maintain personal injury and property insurance and indemnify and hold harmless the Purchaser from all liability as to Seller, or Sellers' agents or licensees, use of the Property.

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 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.

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 advised to seek out and 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.

24. **Ratification:** This agreement shall not be binding upon the City of Camas until ratified by the City Council of the City of Camas at a regularly scheduled council meeting. The City agrees to submit this agreement for ratification at the next regularly scheduled council meeting following acceptance by Seller.

DATED this 24 day of February, 2020.

CITY OF CAMAS

By: 

Name: JENNIFER GORSUCH

Title: INTERIM CITY ADMINISTRATOR

On the _____ day of _____, 2020, 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.

Amanda Ediger