

CITY COUNCIL WORKSHOP MEETING AGENDA Monday, April 17, 2017, 4:30 PM City Hall, 616 NE 4th Avenue

- I. CALL TO ORDER
- II. ROLL CALL
- III. PUBLIC COMMENTS

IV. WORKSHOP TOPICS

Camas Farmers Market
 Details: The Camas Farmers Market tenth season begins in June 2017. Representatives will provide an update to Council.
 Presenter: Shannon Van Horn, Board Chair and Tina Eifert, Program Coordinator
 Recommended Action: This item is for Council's information only.

Camas Farmers Market Presentation

- B. Community Development Block Grant (CDBG) Update
 Details: A representative from Clark County Community Services will update Council about the CDBG Program
 Presenter: Rebecca Royce, Project Coordinator, Clark County Community Services
 Recommended Action: This item is for Council's information only.
- C. 2017 Spring Omnibus Budget Discussion Details: Council will have an opportunity to discuss the 2017 Spring Omnibus Budget with staff.
 Presenter: Cathy Huber Nickerson, Finance Director Recommended Action: This item has also placed on the April 17, 2017 Regular Meeting Agenda for Council's consideration, following a public hearing.

Spring Omnibus 2017 Packages Attachment A - Spring Omnibus

D. Electric Lightwave Franchise Agreement

Details: In 1997, via Ordinance No. 2129, the City of Camas entered into a franchise agreement with Electric Lightwave LLC (ELI), now a subsidiary of Zayo, which has since expired. ELI is now proposing to run fiber optic cable to various educational institutional sites within the City limits and new fiber between the City's proposed pump stations being constructed as part of the North Shore Sewer Transmission System project. Attached is a draft ordinance that would grant a new franchise agreement and provide the terms for which new fiber can be installed as well as conditions regarding the maintenance and operations of existing fiber lines within the public rights-of-way. Cable television service will not be allowed as part of this agreement.

Presenter: James Carothers, Engineering Manager

Recommended Action: Staff recommends Council set a date for a public hearing to be held on May 1, 2017.

Draft Ordinance ELI Franchise Agreement

E. Consultant Services for Wastewater Local Limits Development

Details: The City's National Pollutant Discharge Elimination System (NPDES) permit for the Wastewater Treatment Plant (WWTP) requires the City to develop "Local Limits" for the amount of toxic metals and other constituents that may be discharged into the public sanitary sewer system. Staff completed the first phase of the permit requirement by submitting an Industrial User Survey to the Department of Ecology in January 2017. The next phase is to develop a Local Limits Sampling and Evaluation Plan by July 15, 2017. The City issued a Request for Proposals (RFP) seeking consultant services to help develop the plan and the other elements of the Local Limits permit requirement. CH2M, Inc. was selected through the RFP process and has submitted the attached scope of work to complete a Sampling and Evaluation Plan in the amount of \$14,584. This is a multi-year process that must be completed by December 15, 2019, ultimately ending with the adoption of a Local Limits ordinance. Future elements to be completed, with assistance from CH2M, Inc., will include Sampling/Screening industrial discharges, Local Limits monitoring, establishment of Local Limits and drafting the ordinance for Council's consideration. CH2M, Inc. has estimated these future elements will cost approximately \$100,000 to complete.

Presenter: Sam Adams, Utilities Manager

Recommended Action: Staff recommends this item to be placed on the May 1, 2017 Consent Agenda for Council's consideration.

Local Limits Development Plan Consultant Agreement

- F. Public Works Miscellaneous and Updates
 Details: This is a placeholder for miscellaneous or emergent items.
 Presenter: Steve Wall, Public Works Director
- G. Community Development Miscellaneous and Updates
 Details: This is a placeholder for miscellaneous or emergent items.
 Presenter: Phil Bourquin, Community Development Director
- H. Draft Ordinance Amending Chapter 2.72 of the Camas Municipal Code (CMC) Relating to Post-Retirement Medical Insurance Details: This ordinance will amend CMC Chapter 2.72 eliminating sections relating employee life insurance policies, medical insurance, vision and dental plans, which do not reflect current practices. Those benefits are addressed in labor contracts and the Nonrepresented Employee Handbook. The ordinance was discussed during the March 2, 2017, workshop. At that time, it was proposed to repeal the entire chapter. Concerns were raised that the post-retirement medical insurance coverage was being taken away, which was not the intent. Therefore, the chapter has now been amended to remove all of the sections except the post-retirement medical insurance coverage.

Presenter: Pete Capell, City Administrator Recommended Action: Staff recommends this item be placed on the May 1, 2017 Regular Meeting Agenda for Council's consideration.

<u>Draft Ordinance Amending CMC 2.72</u> <u>Draft CMC Chapter 2.72 Post-Retirement Medical Insurance - Redline</u> Draft CMC Chapter 2.72 Post-Retirement Medical Insurance I. City Administrator Miscellaneous Updates and Scheduling Details: This is a placeholder for miscellaneous or scheduling items. Presenter: Peter Capell, City Administrator

V. COUNCIL COMMENTS AND REPORTS

VI. PUBLIC COMMENTS

VII. ADJOURNMENT

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.



CAMAS FARMER'S MARKET

Presentation to Camas City Council

April 17, 2017

Vision of Camas Farmer's Market

- The Camas Farmer's Market contributes to Camas by being a place:
- where the community has access to local and sustainable food
- where education is available to learn skills for seasonal, healthy eating
- where local farms are nurtured and supported
- where we all come together to celebrate the harvest





Incubating Small Businesses: The Hungry's Bakery

We joined Camas Farmer's Market in 2014 and quickly established, not only a strong, local following, but a network of supportive friends and businesses. We've felt a strong sense of encouragement and collaboration with other vendors at the market that promotes mutual growth.

Camas Farmer's Market was instrumental in growing our business. We especially appreciate that CFM is organized and runs so smoothly. With its devoted customer base, supportive staff, board and vendors, we could focus on our product and growth.



In February 2016, we opened a storefront in downtown Camas.



Additional Incubated Businesses

- The Soap Chest
- 9 bar espresso
- Herb N' Roots Company
- Brush Prairie Raw Honey
- Conan's Hot Sauces and Marinades
- Hello Waffle
- Yacolt Mountain Farm and Nursery
- Tumbling Sky Farm
- Quackenbush Farm
- Petala Flower Farm

Average weekly customers > \$ funneled into the local Camas economy

2009: 871, \$79,694 (times 1.5 economic multiplier = \$119,541)

• 2015: 1077, \$140,621 (times 1.5 economic multiplier = \$210,931) *76% increase!

• 2016: 1425, \$167,430(times 1.5 economic multiplier = \$251,145) *up 19% over 2015

Highlights of 2016 season

- An average of over **1,425 customers** attended the market each week.
- The market experienced a 19% increase in vendor sales from last year.
- Women, Infants and Children (WIC) program distributed a total of \$7380 in WIC vouchers, over four days.
- Distributed **\$730 in SNAP Match**, providing added support to **vulnerable populations** in our community.
- Engaged the community, celebrated our local foods and promoted the spirit of our farmer's market: Health Fair, Berry Days, Veggie Derby and our annual Harvest Festival.
- Held 11 Chef demonstrations utilizing community partners who prepared healthy recipes, featuring fresh produce found in the market.
- Increased customer participation and awareness at our Healthy Living booth, highlighting community programs around health, gardening, food security, fresh food, fitness, ecology and care of our environment
- Weekly entertainment with **local musicians** engage customers and add to the festive feel of the market
- Hometown spirit is shared and demonstrated among our market customers. Feedback reflects that they value the market, feel a strong sense of community and celebration of local and fresh foods. Customers enjoy becoming acquainted with our farmers, vendors and products and look forward to visiting on a weekly basis!

Produce Pals: our second season



- Enrolled 932 children, ages 3-11, up 21% from 2015
- Distributed 2709 tokens, good for \$2 in fresh fruits and vegetables, up 31% from our inaugural year.
- Engaged children in fun, fascinating educational activities, focused on nutrition, food, agriculture, and exercise.
- Provided opportunity for children to engage directly with farmers to learn how food is grown, sample a variety of produce items and gain a better understanding of local food systems

Community Support

- **City of Camas** in kind support: garbage, permits, weekly street closure, electricity, storage
- Corporate Sponsorships Providence Health & Services and Whole Foods Market
- Local Business Sponsorships Rushing Water Yoga, Blossom Natural Health, Vancouver Vision, Riverview Community Bank, State Farm Insurance, Camas Washougal Community Chest, Vancouver Vision Center, Rapisarda Family Dentistry, Fuel Medical, Unitus Credit Union
- Clark County Public Health
- Partnerships with: Camas Public Library, Camas Parks and Rec, WSU Master Gardeners Program, WSU Healthy Families Program, Downtown Camas Association, Several local Child Care Centers/Private Schools, Pure Wellness Chiropractic, WIC, New Seasons Market, Columbia Springs, Camas Camp-n-Ranch, Boy Scouts of America
- In Kind Services: Reed Creative, LLC and Camas Small Business Tax Preparation
- **Community Volunteer Hours:** An active board of 6 members donating approximately 32-40 hours each per month. Regular weekly volunteers who staff the information table, help with set up/take down and assist in the Kids Connection booth.

Thank you City of Camas!

Presented by: Shannon Van Horn, Ed.D. and Tina Eifert, Program Coordinator Email: tina@camasfarmersmarket.org Phone: 360.600.2334 Website: www.camasfarmersmarket.org

2017 Spring Omnibus Budget Packages

Revenues \$ Expenditures \$ Projected Ending Fund Balance \$ Carry Forward Packages	\$ 3,239,354 \$ \$ 21,081,087 \$	\$ 82,803 \$		1 105 0 15		The mpree		I BOOG DIEU	y Road LED Project	Larkspur	Projects Storm W				Medical To	nal Dept.	Note:
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avement Management	\$														\$	(377,736) Streets	
Transfer to Streets from General Fund \$	(377,736) \$	377,736													\$	- Streets	
Construction Wrap-up								(258,209)							\$	(258,209) Eng	REET Funding
ransfer from REET to 6th and Norwood			\$	(258,208)			\$	258,209							\$	- Eng	
Pacific Rim and other remaining projects Nater/Sewer Contribution (2016-2017)			5	124,100					\$ (1,334,09	9)					\$	(1,334,099) Eng	Bond Proceeds
inberg Oak Mitigation			5	124,100		and service out							\$ (124,100)		\$	- Fin	Clean-up from 20:
ransfer from REET to Friberg			ŝ	(47.717)			\$ (47,717) \$ 47,717								5	(47,717) Eng	
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ransfer to Allocate Fund Balance			\$	(1,028,390) \$ 755	9,420 \$ 168,244	\$ 100,726									s	- Fin	budget adoption
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/ashington DC Ceremony & Equipment \$	(24,500)														\$	(24,500) Police	
nnex Building - no longer a project											304,112				\$	304,112 Facilities	
brary HVAC System - new computer system											(40,000)				\$	(40,000) Facilities	\$
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orm Water Ditch - 43rd North Shore											\$ (130	,000)			\$	(130,000) Eng	
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ite Funding			2							\$ 915,000					\$	915,000 Eng	TIB
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Pkg # Carry Forward List

Department	Description	2017 Revenue Amendment	2016 Amount Forward	2017 Supplemental	2017 Budget	Total 2017 Budget	Source of Funding
Library	Unspent Collection		\$ 11,074		\$ 130,000	\$ 141,074	GF Fund Balance
PW-Streets	Pavement Management		\$ 377,736		\$ 737,024	\$ 1,114,760	GF Fund Balance
PW-6th and Norwood	Construction		\$ 258,209			\$ 258,209	REET
PW-Street LED Lights	Capital		\$ 1,334,099			\$ 1,334,099	Bond Proceeds
PW-Franklin North	Construction	\$ 80,460	\$ 80,460	Calendary Street Street		\$ 80,460	Transfer from 2016
PW-Friberg	Oak Mitigation		\$ 47,717			\$ 47,717	REET
Parks-Crown Park MP	Professional Services (Crown Park is a portion)		\$ 150,000		\$ 75,000	\$ 225,000	GF Fund Balance
Parks-Stair Repair	Construction		\$ 25,000			\$ 25,000	REET
Water-544 ft Water Main	Construction	\$ 2,572,083	\$ 2,572,083			\$ 2,572,083	SRF Loans
Water-544 Reservoir	Design and Construction(set up fund?)	\$ 2,040,000	\$ 2,533,967	\$ 306,000	\$ 125,000	\$ 2,964,967	Loan & SDC/Rates
2 Water-Meter Replacment	Capital and Professional Services		\$ 250,000		\$ 275,000	\$ 525,000	Water Rates
B Parks-Cooper's View	Construction		\$ 13,376	In the second second second		\$ 13,376	Park Impact Fees
PW -Trans CFP	Professional Services (Trans Plan is a portion)		\$ 50,000	\$ 125,000	\$ 622,456	\$ 797,456	Street Fund Balance
Sewer-Cond Analysis	Professional Services (Sewer Cond is a portion)		\$ 100,000		\$ 25,000	\$ 125,000	Sewer Rates
Water-Water System Plan	Professional Services (Water Sys Plan is a portion)		\$ 120,000		\$ 632,102	\$ 752,102	Water Rates
Water-Well 6 Easement	Construction		\$ 40,050		\$ 475,000	\$ 515,050	Water Rates
Total		\$ 4,692,543	\$ 7,963,771	\$ 431,000	\$ 3,096,582	\$ 11,491,353	16 Packages
		\$ 4,692,543		\$ 8,394,771			
			Corry Forward	¢ /2 702 239			

Carry Forward \$ (3,702,228)

Administrative List

Department	Description		2016 Amount Forward	2017 Su	pplemental	2017 Budget		Total 2017 Budget	Source of Funding
1 Library	Staff Reorganization			\$	5,425	\$	97,500	\$ 102,925	Existing Budget w/Suppl
3 GMA/Impact Fee funds	Transfer to set up fund balance	\$ 1,028,390		\$	1,028,390			\$ 1,028,390	Reallocation of Fund Balance
4 Police	Citizens Donation - send 2 police officers to DC	\$ 24,500	and the second second second	\$	24,500	\$	21,000	\$ 45,500	Citizen's Donation
5 Facilities/Engineering	Reallocate Bond Proceeds to projects					\$	304,112	\$ 304,112	Bond Proceeds
5 Engineering	Dalles Street - CDBG	\$ 300,000		\$	672,950			\$ 672,950	CDBG,Bond Proceeds,W/S
Total		\$ 1,352,890	\$-	\$	1,731,265	\$	97,500	\$ 1,131,315	5 Packages
-		\$ 1,352,890		\$	1,731,265				
			Administrative	\$	(378,375)				

Supplemental List

Department	Description		2016 Amount Forward	1 2	017 Supplemental	2017 Budget	Total 2017 Budget	Source of Funding
Library	Office Improvements and Lean		\$ -		\$ 2,080	\$ 443	\$ 2,523	GF Fund Balance
Public Works	Matching Funds for STEP Sewer Transmission Main		\$ -		\$ 437,000		\$ 437,000	Sewer Rates
Storm-43rd Ditch	North Shore Project	\$ 65,000			\$ 130,000		\$ 130,000	Camas SD and Storm Rates
PW-Larkspur	Design and ROW	\$ 915,000		1	\$ 1,160,400	1	\$ 1,160,400	TIB and REET
PW-Engineering	Salaries and Benefits - Backfill		\$ -		\$ 30,000	\$ 778,600	\$ 808,600	GF Fund Balance
Fire-EMS Study	Professional Services				40,000	\$ 11,557	\$ 51,557	Fire and EMS Fund Balance
Exec-Community Survey	Professional Services-Survey				\$ 16,000	\$ 69,861	\$ 85,861	GF Fund Balance
Water-Waterline	Project Increase	\$ 885,000	\$ 75,00	00 !	\$ 1,155,000	\$ 1,870,000	\$ 3,100,000	Camas SD and Water Rates
Utilities	Rate Study				\$ 90,000	\$ 30,000	\$ 120,000	Utility Rates
PW-Streets	Storm Events		\$ -		55,000		\$ 55,000	
Admin Services	Retro Program Increases				30,000	\$ 57,172	\$ 87,172	GF Fund Balance
Admin Services	Retiree Medical New Retirees				24,585	\$ 97,329	\$ 121,914	GF Fund Balance & WS Rates
Total		\$ 1,865,000	\$ 75,00	00 9	\$ 3,170,065	\$ 2,914,962	\$ 6,038,113	12 Packages
		\$ 1,865,000			3,245,065			a de la construction de la constru La construction de la construction d
			Supplemental	-	(1,380,065)			

Total Revenue \$	7,910,433	Total Expenditures	\$ 13,371,101
		Net Budget Adjustment	\$ (5,460,668)
			\$ (5,460,668)
			\$ -

Attachment A 2017 Budget Amendment - Fund Summary

				Budget		Budget		Estimated		Budget A	mer			Amended	
	(the state	Beg Fund Balane	ce	Revenues (1)	11.31.21	Expenses (1)	En	nd Fund Balance	Concerno	Revenues	5-5-1 ×	Expenses	F	Ind Balance	Note: Budget Packages
Operating Funds		*		+ + + + + + + + + + + + + + + + + + + +	1.		1.								
General	Н	\$ 3,239,35		\$ 43,116,716	<u> </u>	(42,306,038)		4,050,032	· · · · ·	24,500		(884,565)		to the party of the second state of the second states of	CF-1,CF-2,CF-8,CF-14,A-1,A-4,S-1,S-5,S-7,S-10,S-11
Streets	Ц	\$ 82,8	-	\$ 5,498,685	<u> </u>	(5,570,675)	_	10,813	\$	615,796		(615,796)			CF-2,CF-14,S-10
Camas/Washougal Fire & EMS	Ц	\$ 105,62		\$ 19,303,029				1,065,661			\$	(40,000)	\$	1,025,661	S-6
Cemetery		\$ 12,27	1	\$ 469,837	\$	(468,975)	\$	13,133					\$	13,133	
Capital/Enterprise Funds	200						1000		192.1		in la		1.1		
Unlimited GO Debt Service	Π	\$ 39,41	9	\$ 1,246,000	Ś	(1,248,814)	Ś	36,605	1				\$	36,605	1
Limited GO Debt Service		\$ -	-	\$ 2,316,092	_	(2,316,092)		-					Ś	-	
REET	Π	\$ 4,128,84	18	\$ 3,900,066	-	(3,802,846)		4,226,068	\$	797,050	\$	(2,277,666)	T	2,745.452	CF-3,CF-5,CF-6,CF-9,A-3,A-6,S-4
Park Impact Fee	Π			\$ 1,225,103	<u> </u>	(1,391,896)		the second state of the se	\$		\$	(13,376)	· · · ·	579,251	
Transportation Impact Fee		979 58 19 19 19 19 19 19 19 19 19 19 19 19 19		\$ 1,473,737	<u> </u>	(1,399,592)	_	74,145	\$	168,244	-	(\$	242,389	and the second
Fire Impact Fee				\$ 208,871	\$	(42,038)	\$	166,833	\$	100,726			Ś	267,559	
Friberg Rd. Construction		\$ -			T		\$	-	\$	47,717	\$	(47,717)			CF-6
Brady Road Construction		\$ 558,04	19	\$ 1,465,020	\$	(1,575,000)	\$	448,069	\$		\$	(219,312)		448,069	
6th and Norwood Construction		\$ -		\$ -	\$	-	\$	-	\$	258,209	\$	(258,209)	Ś	-	CF-3
Street Lighting LED Project		\$ 1,334,09	19	\$ -	\$	-	\$	1,334,099	<u> </u>		\$	(1,334,099)	_	-	CF-4
Larkspur		\$ -		\$ -	\$	-	\$	-	\$	1,160,400	\$	(1,160,400)		-	S-4
Bond Fund Capital Projects		\$ 303,16	51	\$ 951	\$	(304,112)	S	-			\$	-	\$	-	A-5,A-6
Storm Water		\$ 2,637,87	6	\$ 4,098,426	\$	(3,925,434)	\$	2,810,868	\$	65,000	\$	(160,000)	Ś	2,715,868	S-3.S-9
Solid Waste	T	\$ 1,570,63	17	\$ 5,272,804	\$	(4,834,520)	\$	2,008,921	-		\$	(30,000)		1,978,921	
Water/Sewer		\$ 10,621,93	17	\$ 25,312,132	\$	(25,908,407)		10,025,662	\$	2,572,083	\$	the second division of			CF-5,CF-11,CF-15,CF-16,CF-17,A-6,S-2,S-8,S-9
W/S Capital Projects		\$ -	1	\$ 16,395,000	\$	(16,395,000)	\$	-	\$		\$	(7,369,100)		-	CF-10,CF-11,CF-12,CF-17,A-3,S-2,S-8
WS Capital Reserve	T	\$ 5,260,35	0	\$ 3,974,609		(905,000)	\$	8,329,959					\$	8,329,959	
WS Bond Reserve		\$ 1,592,40)4	\$ 36,318	\$	-	\$	1,628,722					Ś	1,628,722	
North Shore Construction Project		\$ 15,182,58	_	And the second sec	\$	(15,000,000)	\$	252,583					\$	252,583	
Reserve Funds			14				\$	-					1000		
Lodging Tax	Τ	\$ 12,92	7	\$ 18,829	\$	(20,000)	\$	11,756					\$	11,756	
Firemen's Pension		\$ 2,507,34	3	\$ 65,363		(231,905)		2,340,801					\$	2,340,801	
Equipment Rental and Replacement	T	\$ 1,580,57		\$ 3,580,202	\$	(3,315,330)	\$	1,845,445					\$	1,845,445	
Retiree Medical		\$ -	_	\$ 171,070	\$	(171,070)	\$	-	\$	25,569	\$	(25,569)	\$	-	
LEOFF 1 Disability Board				\$ 386,614	\$	(386,614)	\$	-				,	\$	-	
							\$	-							
		\$ 50,770,25	4	\$ 139,605,474	\$	(149,862,346)		40,513,382	\$:	14,183,126	\$	(19,643,794)		35,052,714	
(4) D. J			_				\$	-				(\$	-	

(1) Budgeted revenues and expenses reflect the 2017-2018 Adopted Budget



\$ (5,460,668) Package Summary List \$ -

5

original budget \$ 139,605,474 \$ 149,862,345

	A												
	# Description	Note	Fund		Current Budget		Proposed			ev Increase			Impact to
CF-1	2016 Library Collection	Library	001	\$	130,000	\$	Budget 141 074	001-30-594-720-69	E	kp Decrease	15	xp increase (11,074) \$	Budget (11.074)
CF-1	Adjust Fund Balance	Library	001	\$	4,050,032	\$	4,038,958	001-00-508-000-00	\$	11,074	3	(11,074) \$	(11,074) 11,074
CF-2	2016 Pavement Management	Churchen	1 001		1 002 024		2 270 700					(077 70 6) 4	
CF-2	Adjust Fund Balance	Streets Streets	001	\$	1,993,024 4,050,032	\$	3,672,296	001-00-597-112-00	\$	377,736	\$	(377,736) \$	(377,736)
CF-2	2016 Pavement Management	Streets	112		737,024	\$	and the second sec	112-76-595-300-65	13	5/1,150	\$	(377,736) \$	377,736 (377,736)
CF-2	2016 Pavement Management	Streets	112		737,024	\$	the second s	112-00-397-001-00	\$	377,736	Ť	\$	377,736
			100										
CF-3	Construction Wrap-up	6th & Norwood	316			\$		316-00-595-300-65			\$	(258,209) \$	(258,209)
CF-3	Construction Wrap-up	6th & Norwood	316		-	\$		316-00-397-300-00	\$	258,209		\$	258,209
CF-3 CF-3	2016 REET Transfer Adjust Fund Balance	REET Capital REET Capital	300	\$	- 2,745,452	\$ \$	the second s	300-00-597-316-00	Ċ	259 200	\$	(258,209) \$	(258,209)
<u> </u>		ТКЕТСаріа	1 300	12	2,743,432	1.2	2,467,243	300-00-508-000-00	\$	258,209	1	\$	258,209
CF-4	Pac Rim and Remaining Proj	LED Lighting Proj	317	\$	-	\$	1,334,099	317-00-595-630-65	T		\$	(1,334,099) \$	(1,334,099)
CF-4	Adjust Fund Balance	LED Lighting Proj	317	\$	1,334,099			317-00-508-000-00	\$	1,334,099		\$	1,334,099
						Real Property in							
CF-5 CF-5	2016 W/S Contribution Franklin	REET Capital	300		-	\$		300-00-397-424-00	\$	80,460	-	\$	80,460
CF-5	Adjust Fund Balance 2016 W/S Contribution Franklin	REET Capital Water/Sewer	300	\$	2,745,452	\$ \$		300-00-308-000-00			\$	(80,460) \$	(80,460)
CF-5	Adjust Fund Balance	Water/Sewer	424	\$	10,025,662	\$	and the second se	424-00-508-000-00	\$	80,460	13	(80,460) \$	(80,460) 80,460
				(Section)		Ť	5/5/15/202	121 00 500 000 00	17	00,400	11 States		00,400
CF-6	2016 Friberg Oak Mitigation	Friberg/Strunk	314	\$	-	\$	47,717	314-00-595-300-65			\$	(47,717) \$	(47,717)
CF-6	2016 Friberg Oak Mitigation	Friberg/Strunk	314	\$	-	\$	47,717	314-00-397-300-00	\$	47,717		\$	47,717
CF-6	2016 REET Transfer	REET Capital	300	\$	-	\$	and the second second second	300-00-597-314-00			\$	(47,717) \$	(47,717)
CF-6	Adjust Fund Balance	REET Capital	300	\$	2,698,811	\$	2,651,094	300-00-508-000-00	\$	47,717	1	\$	47,717
CF-8	2016 Crown Park Master Plan	Parks & Recreation	001	\$	75,000	\$	225,000	001-18-575-400-41	T		1\$	(150,000) \$	(150.000)
CF-8	Adjust Fund Balance	Parks & Recreation	001	\$	4,050,032	\$		001-00-508-000-00	\$	150,000	12	(130,000) \$	(150,000) 150,000
			and the second			T			17			. 17	150,000
CF-9	2016 Downtown Trail-Stair Repair	REET Capital	300		0	\$	25,000	300-00-594-765-63			\$	(25,000) \$	(25,000)
CF-9	Adjust Fund Balance	REET Capital	300	\$	2,698,811	\$	2,673,811	300-00-508-000-00	\$	25,000		\$	25,000
	leave we are taken as the		1	-			- 565 (FL - FL -		-			127 AM 1980 M	· · · · · · · · · · · · · · · · · · ·
CF-10 CF-10	2016 Water Trans Main (Slow Sands) Transfer from W/S Fund	W/S Capital	426	\$	2 205 000	\$	the transfer of proceeding of the second	426-00-594-341-65		2 572 002	\$	(2,572,083) \$	(2,572,083)
CF-10 CF-10	Intergovt. Loans	W/S Capital Water/Sewer	426	\$ \$	2,365,000	\$		426-00-397-424-00 424-00-391-800-00	\$	2,572,083	-	\$	2,572,083 2,572,083
CF-10	Tranfer to W/S Capital Fund	Water/Sewer	424	\$	2,365,000	\$		424-00-597-426-00	12	2,372,065	\$	(2,572,083) \$	(2,572,083)
ere and a second							1				1.7	(_,_,_,_,_,_,_,_,_,_,_,_,_,_,_,_,_,_,_,	(2,512,000)
CF-11	Reservoir Project move from 18 to 17	W/S Capital	426	\$	125,000	\$	2,964,967	426-00-594-342-65			\$	(2,839,967) \$	(2,839,967)
CF-11	SRF Loan	W/S Capital	426	\$		\$		426-00-391-800-00	\$	2,040,000		\$	2,040,000
CF-11 CF-11	Transfer from SDCs Transfer to Reservoir Proj from SDC	W/S Capital W/S Capital Reserve	426	\$	705,000	_	and the second se	426-00-397-432-00	\$	799,967	L_	\$	799,967
and the second se				Ş	705,000			432-00-597-426-00			\$	(799,967) \$	(799,967)
				\$	and the second s		the second s	and the state of t	S	700 067	<u> </u>		
CF-11	Adjust Fund Balance	W/S Capital Reserve		\$	8,329,959		and the second se	432-00-508-000-00	\$	799,967	Ė	\$	799,967
CF-11				\$	and the second s	\$	7,529,992	and the state of t	\$	799,967	\$		
CF-12 CF-12	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund	W/S Capital Reserve W/S Capital W/S Capital	432 426 426	\$ \$	8,329,959 275,000 2,365,000	\$	7,529,992 525,000 2,615,000	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00	\$	799,967 		(250,000) \$ \$	799,967
CF-12 CF-12 CF-12 CF-12	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund	W/S Capital Reserve W/S Capital W/S Capital Water/Sewer	432 426 426 424	\$ \$ \$	8,329,959 275,000 2,365,000 2,365,000	\$ \$ \$	7,529,992 525,000 2,615,000 2,615,000	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00 424-00-597-426-00	\$	250,000		(250,000) \$ \$ (250,000) \$	799,967 (250,000) 250,000 (250,000)
CF-12 CF-12	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund	W/S Capital Reserve W/S Capital W/S Capital	432 426 426	\$ \$	8,329,959 275,000 2,365,000	\$ \$ \$	7,529,992 525,000 2,615,000 2,615,000	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00			\$	(250,000) \$ \$	799,967 (250,000) 250,000
CF-12 CF-12 CF-12 CF-12	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund Adjust Fund Balance	W/S Capital Reserve W/S Capital W/S Capital Water/Sewer Water/Sewer	432 426 426 424 424	\$ \$ \$	8,329,959 275,000 2,365,000 2,365,000 10,025,662	\$ \$ \$ \$	7,529,992 525,000 2,615,000 2,615,000 9,775,662	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00 424-00-597-426-00 424-00-508-000-00	\$	250,000	\$	(250,000) \$ \$ (250,000) \$ \$	799,967 (250,000) 250,000 (250,000) 250,000
CF-12 CF-12 CF-12 CF-12	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund	W/S Capital Reserve W/S Capital W/S Capital Water/Sewer	432 426 426 424 424 424 301	\$ \$ \$ \$	8,329,959 275,000 2,365,000 2,365,000 10,025,662	\$ \$ \$ \$ \$ \$ \$ \$ \$	7,529,992 525,000 2,615,000 9,775,662 13,376	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00 424-00-597-426-00	\$	250,000	\$	\$ (250,000) \$ \$ (250,000) \$ \$ (13,376) \$	799,967 (250,000) (250,000) (250,000) 250,000 (13,376)
CF-12 CF-12 CF-12 CF-12 CF-12 CF-13	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund Adjust Fund Balance 2016 Cooper's View Park - Sign	W/S Capital Reserve W/S Capital W/S Capital Water/Sewer Water/Sewer Park Impact Fee	432 426 426 424 424	\$ \$ \$ \$	8,329,959 275,000 2,365,000 2,365,000 10,025,662	\$ \$ \$ \$ \$ \$ \$ \$ \$	7,529,992 525,000 2,615,000 9,775,662 13,376	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00 424-00-597-426-00 424-00-508-000-00 301-00-594-760-65	\$	250,000	\$	(250,000) \$ \$ (250,000) \$ \$	799,967 (250,000) 250,000 (250,000) 250,000
CF-12 CF-12 CF-12 CF-12 CF-12 CF-13 CF-13 CF-14	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund Adjust Fund Balance 2016 Cooper's View Park - Sign Adjust Fund Balance 2016 Cooper's View Park - Sign 2016 Transportation CIP	W/S Capital Reserve W/S Capital W/S Capital Water/Sewer Water/Sewer Park Impact Fee Park Impact Fee Streets	432 426 426 424 424 301 301 301	\$ \$ \$ \$ \$ \$	8,329,959 275,000 2,365,000 10,025,662 - (166,793) 622,456	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,529,992 525,000 2,615,000 9,775,662 13,376 579,251 797,456	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00 424-00-597-426-00 424-00-508-000-00 301-00-594-760-65 301-00-594-760-00 301-00-508-000-00	\$	250,000 250,000 - 13,376	\$	(250,000) \$ \$ (250,000) \$ \$ (13,376) \$ \$ (175,000) \$	799,967 (250,000) (250,000) (250,000) (13,376) (13,376) (175,000)
CF-12 CF-12 CF-12 CF-12 CF-12 CF-13 CF-13 CF-14 CF-14	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund Adjust Fund Balance 2016 Cooper's View Park - Sign Adjust Fund Balance 2016 Transportation CIP Transfer from Gen Fund	W/S Capital Reserve W/S Capital W/S Capital Water/Sewer Water/Sewer Park Impact Fee Park Impact Fee Streets Streets	432 426 426 424 424 301 301 301 112 112	\$ \$ \$ \$ \$ \$ \$ \$ \$	8,329,959 275,000 2,365,000 10,025,662 - (166,793) 622,456 1,256,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,529,992 525,000 2,615,000 9,775,662 13,376 579,251 797,456 1,431,000	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00 424-00-597-426-00 424-00-508-000-00 301-00-594-760-65 301-00-594-760-65 301-00-594-760-00 112-00-543-300-41 112-00-397-001-01	\$	250,000	\$ \$ \$	(250,000) \$ (250,000) \$ (250,000) \$ (13,376) \$ \$ (175,000) \$ \$	799,967 (250,000) (250,000) (250,000) (13,376) (13,376) (175,000) (175,000)
CF-12 CF-12 CF-12 CF-12 CF-13 CF-13 CF-13 CF-14 CF-14 CF-14	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund Adjust Fund Balance 2016 Cooper's View Park - Sign Adjust Fund Balance 2016 Transportation CIP Transfer from Gen Fund Transfer to Streets	W/S Capital Reserve W/S Capital W/S Capital Water/Sewer Water/Sewer Park Impact Fee Park Impact Fee Streets Streets General Fund	432 426 426 424 424 301 301 301 112 112 112 001	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,329,959 275,000 2,365,000 10,025,662 - (166,793) 622,456 1,256,000 1,256,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,529,992 525,000 2,615,000 2,615,000 9,775,662 13,376 579,251 797,456 1,431,000 1,431,000	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00 424-00-597-426-00 424-00-508-000-00 301-00-508-000-00 301-00-508-000-00 112-00-543-300-41 112-00-543-300-101 112-00-597-011-00	\$ \$ \$ \$ \$	250,000 250,000 - 13,376 175,000	\$	\$ (250,000) \$ (250,000) \$ (13,376) \$ (13,376) \$ (175,000) \$ (175,000) \$	799,967 (250,000) 250,000 (250,000) 250,000 (13,376) 13,376 (175,000) (175,000) (175,000)
CF-12 CF-12 CF-12 CF-12 CF-12 CF-13 CF-13 CF-14 CF-14	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund Adjust Fund Balance 2016 Cooper's View Park - Sign Adjust Fund Balance 2016 Transportation CIP Transfer from Gen Fund	W/S Capital Reserve W/S Capital W/S Capital Water/Sewer Water/Sewer Park Impact Fee Park Impact Fee Streets Streets	432 426 426 424 424 301 301 301 112 112	\$ \$ \$ \$ \$ \$ \$ \$ \$	8,329,959 275,000 2,365,000 10,025,662 - (166,793) 622,456 1,256,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,529,992 525,000 2,615,000 2,615,000 9,775,662 13,376 579,251 797,456 1,431,000 1,431,000	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00 424-00-597-426-00 424-00-508-000-00 301-00-594-760-65 301-00-594-760-65 301-00-594-760-00 112-00-543-300-41 112-00-397-001-01	\$	250,000 250,000 - 13,376	\$ \$ \$	(250,000) \$ (250,000) \$ (250,000) \$ (13,376) \$ \$ (175,000) \$ \$	799,967 (250,000) 250,000 (250,000) 250,000 (13,376) 13,376 (175,000) 175,000
CF-12 CF-12 CF-12 CF-12 CF-13 CF-13 CF-13 CF-14 CF-14 CF-14	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund Adjust Fund Balance 2016 Cooper's View Park - Sign Adjust Fund Balance 2016 Transportation CIP Transfer from Gen Fund Transfer to Streets	W/S Capital Reserve W/S Capital W/S Capital Water/Sewer Water/Sewer Park Impact Fee Park Impact Fee Streets Streets General Fund	432 426 426 424 424 301 301 301 112 112 112 001	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,329,959 275,000 2,365,000 10,025,662 - (166,793) 622,456 1,256,000 1,256,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,529,992 525,000 2,615,000 9,775,662 13,376 579,251 797,456 1,431,000 1,431,000 1,431,000	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00 424-00-597-426-00 424-00-508-000-00 301-00-508-000-00 301-00-508-000-00 112-00-543-300-41 112-00-543-300-101 112-00-597-011-00	\$ \$ \$ \$ \$	250,000 250,000 - 13,376 175,000	\$ \$ \$	\$ (250,000) \$ (250,000) \$ (250,000) \$ (13,376) \$ (13,376) \$ (175,000) \$ (175,000) \$	799,967 (250,000) 250,000 (250,000) 250,000 (13,376) (13,376) (175,000) (175,000) (175,000) 175,000
CF-12 CF-12 CF-12 CF-12 CF-13 CF-13 CF-13 CF-14 CF-14 CF-14 CF-14	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund Adjust Fund Balance 2016 Cooper's View Park - Sign Adjust Fund Balance 2016 Transportation CIP Transfer from Gen Fund Transfer to Streets Adjust Fund Balance	W/S Capital Reserve W/S Capital W/S Capital Water/Sewer Water/Sewer Park Impact Fee Park Impact Fee Park Impact Fee Streets Streets General Fund General Fund	432 426 426 424 301 301 112 112 001 001	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,329,959 275,000 2,365,000 10,025,662 - (166,793) 622,456 1,256,000 1,256,000 1,256,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,529,992 525,000 2,615,000 2,615,000 9,775,662 707,562 797,456 1,431,000 1,431,000 1,431,000 1,431,000 1,431,000 1,431,000 1,25,000	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00 424-00-597-426-00 424-00-508-000-00 301-00-594-760-65 301-00-594-760-65 301-00-594-760-65 112-00-543-300-41 112-00-543-300-41 112-00-597-112-00 112-00-597-112-00	\$ \$ \$ \$ \$	250,000 250,000 - 13,376 175,000	\$ \$ \$ \$ \$	\$ (250,000) \$ (250,000) \$ (13,376) \$ (13,376) \$ (175,000) \$ (175,000) \$	799,967 (250,000) 250,000 (250,000) 250,000 (13,376) 13,376 (175,000) (175,000) (175,000)
CF-12 CF-12 CF-12 CF-12 CF-13 CF-13 CF-13 CF-14 CF-14 CF-14 CF-14 CF-14 CF-14 CF-15 CF-15	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund Adjust Fund Balance 2016 Cooper's View Park - Sign Adjust Fund Balance 2016 Transportation CIP Transfer from Gen Fund Transfer to Streets Adjust Fund Balance 2016 Sewer Condition Analysis Adjust Fund Balance	W/S Capital Reserve W/S Capital W/S Capital W/S Capital Water/Sewer Park Impact Fee Park Impact Fee Streets Streets General Fund General Fund Water/Sewer Water/Sewer	432 426 426 424 301 301 301 112 112 112 001 001 424 424	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,329,959 275,000 2,365,000 10,025,662 - (166,793) 622,456 1,256,000 1,256,000 4,050,032 25,000 10,025,662	x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x	7,529,992 2,615,000 2,615,000 9,775,662 13,376 579,251 797,456 1,431,000 1,431,000 3,875,032 125,000 9,925,662	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00 424-00-597-426-00 301-00-598-000-00 301-00-598-000-00 112-00-543-300-41 112-00-543-300-41 112-00-597-112-00 112-00-597-112-00 112-00-508-000-00	\$ \$ \$ \$ \$ \$	250,000 250,000 - 13,376 175,000 175,000	\$ \$ \$ \$ \$ \$	\$ (250,000) \$ (250,000) \$ (13,376) \$ (13,376) \$ (175,000) \$ (175,000) \$ (175,000) \$ (175,000) \$	799,967 (250,000) 250,000 (250,000) 250,000 (13,376) 13,376 (175,000) 175,000 (175,000) 175,000 (175,000) (100,000)
CF-12 CF-12 CF-12 CF-12 CF-13 CF-13 CF-13 CF-14 CF-14 CF-14 CF-14 CF-14 CF-14 CF-15 CF-15 CF-15	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund Adjust Fund Balance 2016 Cooper's View Park - Sign Adjust Fund Balance 2016 Transportation CIP Transfer from Gen Fund Transfer to Streets Adjust Fund Balance 2016 Sewer Condition Analysis Adjust Fund Balance 2016 Sewer Condition Analysis 2016 Water System Plan	W/S Capital Reserve W/S Capital W/S Capital Water/Sewer Water/Sewer Park Impact Fee Park Impact Fee Park Impact Fee Streets Streets General Fund General Fund Water/Sewer Water/Sewer	432 426 426 424 301 301 301 112 112 001 001 001 001 001 001 001 0	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,329,959 275,000 2,365,000 10,025,662 - (166,793) 622,456 1,256,000 1,256,000 1,256,000 4,050,032 25,000 10,025,662	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,529,992 2,615,000 2,615,000 9,775,662 13,376 579,251 797,456 1,431,000 1,431,000 1,431,000 3,875,032 125,000 9,925,662 752,102	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00 424-00-508-000-00 301-00-508-000-00 301-00-508-000-00 112-00-543-300-41 112-00-543-300-41 112-00-597-112-00 112-00-597-112-00 112-00-508-000-00 424-00-535-810-41 424-00-534-810-41	\$ \$ \$ \$ \$ \$	250,000 250,000 - 13,376 175,000 175,000 100,000	\$ \$ \$ \$ \$	\$ (250,000) \$ (250,000) \$ (13,376) \$ (13,376) \$ (175,000) \$ (175,000) \$ (175,000) \$ (100,000) \$	799,967 (250,000) 250,000 (250,000) 250,000 (13,376) 13,376 (175,000) (175,000) (175,000) (175,000) (100,000) 100,000 (120,000)
CF-12 CF-12 CF-12 CF-12 CF-13 CF-13 CF-13 CF-14 CF-14 CF-14 CF-14 CF-14 CF-14 CF-15 CF-15	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund Adjust Fund Balance 2016 Cooper's View Park - Sign Adjust Fund Balance 2016 Transportation CIP Transfer from Gen Fund Transfer to Streets Adjust Fund Balance 2016 Sewer Condition Analysis Adjust Fund Balance	W/S Capital Reserve W/S Capital W/S Capital W/S Capital Water/Sewer Park Impact Fee Park Impact Fee Streets Streets General Fund General Fund Water/Sewer Water/Sewer	432 426 426 424 301 301 301 112 112 112 001 001 424 424	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,329,959 275,000 2,365,000 10,025,662 - (166,793) 622,456 1,256,000 1,256,000 1,256,000 25,000 10,025,662	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,529,992 2,615,000 2,615,000 9,775,662 13,376 579,251 797,456 1,431,000 1,431,000 1,431,000 3,875,032 125,000 9,925,662 752,102	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00 424-00-597-426-00 301-00-598-000-00 301-00-598-000-00 112-00-543-300-41 112-00-543-300-41 112-00-597-112-00 112-00-597-112-00 112-00-508-000-00	\$ \$ \$ \$ \$ \$	250,000 250,000 - 13,376 175,000 175,000	\$ \$ \$ \$ \$ \$	\$ (250,000) \$ (250,000) \$ (13,376) \$ (13,376) \$ (175,000) \$ (175,000) \$ (175,000) \$ (175,000) \$	799,967 (250,000) 250,000 (250,000) (250,000) (13,376) 13,376 (175,000) 175,000 (175,000) 175,000 (100,000) (100,000)
CF-12 CF-12 CF-12 CF-13 CF-13 CF-13 CF-14 CF-14 CF-14 CF-14 CF-14 CF-15 CF-15 CF-15	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund Adjust Fund Balance 2016 Cooper's View Park - Sign Adjust Fund Balance 2016 Transportation CIP Transfer from Gen Fund Transfer to Streets Adjust Fund Balance 2016 Sewer Condition Analysis Adjust Fund Balance 2016 Sewer Condition Analysis Adjust Fund Balance 2016 Water System Plan Adjust Fund Balance	W/S Capital Reserve W/S Capital W/S Capital Water/Sewer Water/Sewer Park Impact Fee Park Impact Fee Park Impact Fee Streets Streets General Fund General Fund Water/Sewer Water/Sewer	432 426 426 424 424 301 301 301 112 112 001 001 001 424 424 424	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,329,959 275,000 2,365,000 10,025,662 - (166,793) 622,456 1,256,000 4,050,032 25,000 10,025,662 632,102 10,025,662	x x x x x x x x x x x x x x x x x x x x x x x	7,529,992 525,000 2,615,000 9,775,662 13,376 579,251 797,456 1,431,000 1,431,000 1,431,000 1,431,000 9,925,662 752,102 9,905,662	432-00-508-000-00 426-00-594-360-65 426-00-397-426-00 424-00-508-000-00 301-00-594-760-65 301-00-594-760-65 301-00-594-760-65 112-00-543-300-41 112-00-597-112-00 112-00-597-112-00 112-00-597-112-00 112-00-597-112-00 112-00-597-101-01 112-00-597-101-01 112-00-597-101-01 124-00-598-000-00 424-00-534-810-41 424-00-534-810-41 424-00-508-000-00	\$ \$ \$ \$ \$ \$	250,000 250,000 - 13,376 175,000 175,000 100,000	\$ \$ \$ \$ \$ \$ \$	\$ (250,000) \$ (250,000) \$ (250,000) \$ (13,376) \$ (13,376) \$ (175,000) \$ (175,000) \$ (175,000) \$ (100,000) \$ (120,000) \$	799,967 (250,000) 250,000 (250,000) 250,000 (13,376) 13,376 (175,000) 175,000 (175,000) 175,000 (175,000) 100,000 (120,000) (120,000)
CF-12 CF-12 CF-12 CF-12 CF-13 CF-13 CF-13 CF-14 CF-14 CF-14 CF-14 CF-14 CF-14 CF-15 CF-15 CF-15	Adjust Fund Balance 2016 Water Meter Repl Project Transfer from W/S Fund Transfer to W/S Capital Fund Adjust Fund Balance 2016 Cooper's View Park - Sign Adjust Fund Balance 2016 Transportation CIP Transfer from Gen Fund Transfer to Streets Adjust Fund Balance 2016 Sewer Condition Analysis Adjust Fund Balance 2016 Sewer Condition Analysis 2016 Water System Plan	W/S Capital Reserve W/S Capital W/S Capital Water/Sewer Water/Sewer Park Impact Fee Park Impact Fee Park Impact Fee Streets Streets General Fund General Fund Water/Sewer Water/Sewer	432 426 426 424 301 301 301 112 112 001 001 001 001 001 001 001 0	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,329,959 275,000 2,365,000 10,025,662 - (166,793) 622,456 1,256,000 1,256,000 1,256,000 4,050,032 25,000 10,025,662	x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x	7,529,992 2,615,000 2,615,000 9,775,662 13,376 579,251 797,456 1,431,000 1,431,000 1,431,000 1,431,000 9,925,662 752,102 9,905,662 515,050	432-00-508-000-00 426-00-594-360-65 426-00-397-424-00 424-00-508-000-00 301-00-508-000-00 301-00-508-000-00 112-00-543-300-41 112-00-543-300-41 112-00-597-112-00 112-00-597-112-00 112-00-508-000-00 424-00-535-810-41 424-00-534-810-41	\$ \$ \$ \$ \$ \$	250,000 250,000 - 13,376 175,000 175,000 100,000 120,000	\$ \$ \$ \$ \$ \$	\$ (250,000) \$ (250,000) \$ (250,000) \$ (13,376) \$ (13,376) \$ (175,000) \$ (175,000) \$ (175,000) \$ (120,000) \$ (120,000) \$	799,967 (250,000) 250,000 (250,000) 250,000 (13,376) 13,376 (175,000) 175,000 (175,000) (175,000) (175,000) (120,000) (120,000) (120,000) (120,000) (120,000)
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A-3 Adjust Fund Balance Trans Impact Fee Fund 302 \$ - \$ 168,244 302-00-308-000-00 A-3 Transfer from REET Capital Fire Impact Fee Fund 303 \$ - \$ 100,726 303-00-397-300-00 \$ 100 A-3 Adjust Fund Balance Fire Impact Fee Fund 303 \$ - \$ 100,726 303-00-308-000-00 \$ 100 A-3 Adjust Fund Balance Fire Impact Fee Fund 303 \$ - \$ 100,726 303-00-308-000-00 \$ 100 A-4 Grant funded travel Police 001 \$ 6,500 \$ 31,000 001-00-367-110-00 \$ 24 A-4 Grant funded travel Police 001 \$ 21,000 \$ 45,500 001-08-521-220-43 A-4 Grant funded travel Police 001 \$ 21,000 \$ 45,500 001-08-521-220-43 A-5 Reallocate Budget 2015 Capital Proj 318 \$ 304,112 0 318-00-594-220-62 \$ 304 A-5 Transfer to Brady Road Project 2015 Capital Proj 318 \$ - \$ 40,000 318-00-597-315-00 A-5 Transfer to Brady Road Project 2015 Capital Proj	,726 \$ (100,7 ,500 \$ (24,5 ,112 \$ (40,0 \$ (219,3 \$ (219,3 \$ (44,8 \$ (219,3 \$ (219,3 \$ (219,3) \$ (219,3)] \$ (219,3)] \$	44) \$ (1) \$ 1/ 26) \$ (1) \$	68.244
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A-3 Adjust Fund Balance Fire Impact Fee Fund 303 \$ \$ 100,726 303-00-308-000-00 A-4 Grant funded travel Police 001 \$ 6,500 \$ 31,000 001-00-367-110-00 \$ 24 A-4 Grant funded travel Police 001 \$ 6,500 \$ 31,000 001-00-367-110-00 \$ 24 A-4 Grant funded travel Police 001 \$ 21,000 \$ 45,500 001-00-367-110-00 \$ 24 A-4 Grant funded travel Police 001 \$ 21,000 \$ 45,500 001-00-367-110-00 \$ 24 A-5 Grant funded travel Police 001 \$ 21,000 \$ 45,500 001-08-521-220-43 314 A-5 Transfer to Brady Road Project 2015 Capital Proj 318 \$ \$ 40,000 318-00-594-720-62 \$ 304,112 0 318-00-594-720-62 \$ 316 \$ \$ \$	\$ (100,7 ,500 \$ (24,5 ,112 \$ (40,0 \$ (219,3 \$ (219,3 \$ (219,3 \$ (219,3	\$ 10 26) \$ (10 \$	68,244)
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A-4 Grant funded travel Police 001 \$ 6,500 \$ 31,000 001-00-367-110-00 \$ 24 A-4 Grant funded travel Police 001 \$ 21,000 \$ 31,000 001-00-367-110-00 \$ 24 A-4 Grant funded travel Police 001 \$ 21,000 \$ 45,500 001-08-521-220-43 A-5 Reallocate Budget 2015 Capital Proj 318 \$. \$ 40,000 318-00-594-220-62 \$ 304 A-5 HVAC System Upgrade-Library 2015 Capital Proj 318 \$. \$ 40,000 318-00-594-220-62 \$ 304 A-5 Transfer to Brady Road Project 2015 Capital Proj 318 \$. \$ 219,312 318-00-597-315-00 A-5 Transfer to Dalles St. Project 2015 Capital Proj 318 \$. \$ 44,800 315-00-597-300-00 A-5 Brady Road 315 \$ 1,575	,500 \$ (24,5 ,112 \$ (40,0 \$ (219,3 \$ (44,8 \$ (219,3 \$ (219,3	\$.00,726)
A-4 Grant funded travel Police 001 \$ 21,000 \$ 45,500 001-08-521-220-43 A-5 Reallocate Budget 2015 Capital Proj 318 \$ 304,112 0 318-00-594-220-62 \$ 304 A-5 HVAC System Upgrade-Library 2015 Capital Proj 318 \$ - \$ 40,000 318-00-594-220-62 \$ 304 A-5 Transfer to Brady Road Project 2015 Capital Proj 318 \$ - \$ 40,000 318-00-594-720-62 \$ 304 A-5 Transfer to Brady Road Project 2015 Capital Proj 318 \$ - \$ 44,800 318-00-597-300-00 A-5 Transfer to Dalles St. Project 2015 Capital Proj 318 \$ 1,575,000 \$ 1,794,312 315-00-595-300-05 A-5 Brady Road 315 \$ 1,575,000 \$ 1,794,312 315-00-595-300-65 \$ 5 A-5 Transfer from Bond Proceeds Brady Road 315 \$ - \$ 219,312 315-00-595-300-65 A-5 Transfer from Bond Proceeds Brady Road 315 \$ - \$ 219,312 315-00-597-318-00 \$ 2	\$ (24,5 ,112 \$ (40,0 \$ (219,3 \$ (44,8 \$ (219,3 \$ (219,3		10
A-4 Grant funded travel Police 001 \$ 21,000 \$ 45,500 001-08-521-220-43 A-5 Reallocate Budget 2015 Capital Proj 318 \$ 304,112 0 318-00-594-220-62 \$ 304 A-5 HVAC System Upgrade-Library 2015 Capital Proj 318 \$ - \$ 40,000 318-00-594-220-62 \$ 304 A-5 HVAC System Upgrade-Library 2015 Capital Proj 318 \$ - \$ 40,000 318-00-594-720-62 \$ 304 A-5 Transfer to Brady Road Project 2015 Capital Proj 318 \$ - \$ 44,800 318-00-597-300-00 A-5 Transfer to Dalles St. Project 2015 Capital Proj 318 \$ - \$ 44,800 318-00-597-300-00 A-5 Brady Road 315 \$ 1,575,000 \$ 1,794,312 315-00-595-300-65 \$ 5 A-5 Transfer from Bond Proceeds Brady Road 315 \$ - \$ 219,312 315-00-397-318-00 \$ 219 A-5 Transfer from Bond Proceeds Brady Road 315 \$ - \$ 219,312 315-00-397-318-00	\$ (24,5 ,112 \$ (40,0 \$ (219,3 \$ (44,8 \$ (219,3 \$ (219,3		24,500
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A-5 HVAC System Upgrade-Library 2015 Capital Proj 318 \$ \$ \$ 40,000 318-00-594-720-62 A-5 Transfer to Brady Road Project 2015 Capital Proj 318 \$ \$ \$ 219,312 318-00-594-720-62 A-5 Transfer to Dalles St. Project 2015 Capital Proj 318 \$ \$ \$ \$ 219,312 318-00-597-315-00 A-5 Transfer to Dalles St. Project 2015 Capital Proj 318 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ (40,0 \$ (219,3 \$ (44,8 \$ (219,3	\$ 3	04,112
A-5 Transfer to Brady Road Project 2015 Capital Proj 318 \$ \$ \$ 219,312 318-00-597-315-00 A-5 Transfer to Dalles St. Project 2015 Capital Proj 318 \$ \$ \$ 44,800 318-00-597-315-00 A-5 Brady Road Construction Brady Road 315 \$ 1,779,4312 315-00-597-300-00 A-5 Transfer from Bond Proceeds Brady Road 315 \$ - \$ 219,312 315-00-597-300-00 A-5 Transfer from Bond Proceeds Brady Road 315 \$ - \$ 219,312 315-00-597-318-00 \$ 219 A-5 Transfer from Bond Proceeds REET Capital Fund 300 \$ - \$ 219,312 315-00-397-318-00 \$ 44 A-5 Transfer from Bond Proceeds REET Capital Fund 300 \$ 4,226,068 \$ 4,270,868 300-00-308-000-00	\$ (219,3 \$ (44,8 \$ (219,3		40,000)
A-5 Transfer to Dalles St. Project 2015 Capital Proj 318 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ <t< td=""><td>\$ (44,8 \$ (219,3</td><td></td><td></td></t<>	\$ (44,8 \$ (219,3		
A-5 Brady Road Construction Brady Road 315 \$ 1,575,000 \$ 1,794,312 315-00-595-300-65 A-5 Transfer from Bond Proceeds Brady Road 315 \$ - \$ 219,312 315-00-397-318-00 \$ 219 A-5 Transfer from Bond Proceeds REET Capital Fund 300 \$ - \$ 44,800 300-00-397-318-00 \$ 44 A-5 Adjust Fund Balance REET Capital Fund 300 \$ 4,226,068 \$ 4,270,868 300-00-308-000-00	\$ (219,3		19,312)
A-5 Transfer from Bond Proceeds Brady Road 315 \$ \$ \$ 219,312 315-00-397-318-00 \$ 219 A-5 Transfer from Bond Proceeds REET Capital Fund 300 \$ \$ 44,800 300-00-397-318-00 \$ 44 A-5 Adjust Fund Balance REET Capital Fund 300 \$ 4,226,068 \$ 4,270,868 300-00-308-000-00 \$			44,800)
A-5 Transfer from Bond Proceeds REET Capital Fund 300 \$ \$ 44,800 300-00-397-318-00 \$ 44 A-5 Adjust Fund Balance REET Capital Fund 300 \$ 4,226,068 \$ 4,270,868 300-00-308-000-00 \$ 44	and the second se		19,312)
A-5 Adjust Fund Balance REET Capital Fund 300 \$ 4,226,068 \$ 4,270,868 300-00-308-000-00	the second s		19,312
	,800	the set of	44,800
	\$ (44,8	00) \$ (4	44,800)
			stud salah
A-6 CDBG Grant REET Capital Fund 300 \$ - \$ 255,200 300-00-333-140-00 \$ 255	,200	\$ 2	55,200
A-6 Dalles Street Project REET Capital Fund 300 \$ - \$ 672,950 300-00-595-320-65	\$ (672,9	50) \$ (6	72,950)
A-6 Transfer from W/S Fund REET Capital Fund 300 \$ 80,460 \$ 453,410 300-00-397-424-00 \$ 372	,950		72,950
	,800		44,800
A-6 Transfer to REET Fund Water/Sewer 424 \$ 80,460 \$ 453,410 424-00-597-300-00	\$ (372,9		72,950)
	,950		72,950
		<u> </u>	. ~,550
S-1 Library - Office Ipads Library 001 \$ 443 \$ 2,523 001-30-572-200-35	\$ (2.0	80) \$	(2,080)
	and the second se		
S-1 Adjust Fund Balance General Fund 001 \$ 4,050,032 \$ 4,047,952 001-00-508-000-00 \$ 2	,080	\$	2,080
	1		
S-2 Matching Funds for STEP Trans Main W/S Capital Fund 426 0 \$ 437,000 426-00-367-100-00		the second s	37,000)
	,000		37,000
S-2 Transfer to W/S Capital Fund Water/Sewer 424 \$ 5,227,133 \$ 5,664,133 42400-597-426-00	the second se		37,000)
S-2 Adjust Fund Balance Water/Sewer 424 \$ 10,025,662 \$ 9,588,662 424-00-508-000-00 \$ 437	,000	\$ 4	37,000
			2
S-3 SW Ditch-43rd with Camas SD Storm Water 419 \$ - \$ 130,000 419-00-594-570-63	\$ (130,0	00) \$ (1	30,000)
S-3 Camas School District Contribution Storm Water 419 \$ - \$ 65,000 419-00-367-100-00 \$ 65	,000	\$	65,000
S-3 Adjust Fund Balance Storm Water 419 \$ 2,810,868 \$ 2,745,868 419-00-308-000-00 \$ 65	,000		65,000
	and the second second	CONTRACTOR	-allogen
S-4 Design and ROW Larkspur Larkspur 319 \$ - \$ 1,160,400 319-00-595-300-65	\$ (1,160,4	00) \$ (1,1)	60,400)
	,000		15,000
	400		45,400
5-4 Transfer to Larkspur REET Capital Fund 300 \$ - \$ 245,400 300-00-597-319-00	\$ (245,4		45,400)
	,400		45,400
	,400]	13 24	45,400
S-5 Retirement Backfilling Engineering 001 \$ 778,600 \$ 808,600 001-13-518-910-11	1 6 /20.0		20.000
			30,000)
S-5 Adjust Fund Balance General Fund 001 \$ 4,050,032 \$ 4,020,032 001-00-508-000-00 \$ 30	,000	\$	30,000
S-6 EMS Level of Service Study CWFD 115 \$ 11,557 \$ 51,557 115-00-522-720-41			40,000)
S-6 Adjust Fund Balance CWFD 115 \$ 1,025,661 \$ 1,025,661 \$ 15 \$ 40	,000	\$ 4	40,000
			Sec. Phil
S-7 Community Survey Executive 001 \$ 69,861 \$ 85,861 001-03-513-100-41	\$ (16,0		16,000)
S-7 Adjust Fund Balance General Fund 001 \$ 4,050,032 \$ 4,034,032 001-00-508-000-00 \$ 16	,000	\$:	16,000
S-8 North Shore Waterline W/S Capital Fund 426 \$ 1,870,000 \$ 3,100,000 426-00-594-345-65	\$ (1,230,0	00) \$ (1,2	30,000)
S-8 Camas School District Contribution W/S Capital Fund 426 \$ 1,440,000 \$ 2,325,000 426-00-395-100-00 \$ 885	,000		85,000
S-8 City Contrib - Transfer from SDCs W/S Capital Fund 426 \$ 705,000 \$ 1,050,000 426-00-397-432-00 \$ 345	,000	\$ 34	45,000
S-8 Transfer to W/S Capital Fund W/S Capital Reserve 432 \$ 705,000 \$ 1,050,000 432-00-597-426-00	\$ (345,0		45,000)
	,000	the second s	45,000
	1 A 1-1	00) \$ (3	30,000)
S-9 Utility Rate Study Storm Water 419 \$ 157,893 \$ 187,893 419-00-553-500-41	15 (30.0		30,000
	the second se		30,000)
S-9 Adjust Fund Balance Storm Water 419 \$ 2,810,868 \$ 2,780,868 419-00-508-000-00 \$ 30	.000		30,000
S-9 Adjust Fund Balance Storm Water 419 \$ 2,810,868 \$ 2,780,868 419-00-508-000-00 \$ 30 S-9 Utility Rate Study Solid Waste 422 \$ 110,826 \$ 140,826 422-00-537-700-41 \$.000 \$ (30,0		30,000
S-9 Adjust Fund Balance Storm Water 419 \$ 2,810,868 \$ 2,780,868 419-00-508-000-00 \$ 300 S-9 Utility Rate Study Solid Waste 422 \$ 110,826 \$ 140,826 422-00-537-700-41 \$ S-9 Adjust Fund Balance Solid Waste 422 \$ 2,008,921 \$ 1,978,921 422-00-508-000-00 \$ 300	000 \$ (30,0 000	\$	っし ししし)
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S-12	Additional Retirements	Water/Sewer	424	\$ 8,469	\$ 25,304	424-00-597-612-00	1		\$ (16,835)	\$ (16,835)
S-12	Adjust Fund Balance	Water/Sewer	424	\$ 10,025,662	\$ 10,008,827	424-00-508-000-00	\$	16,835		\$ 16,835
S-12	Transfer from Streets	Retiree Medical	612	\$ 11,569	19319	612-00-397-112-00	\$	7,750		\$ 7,750
S-12	Transfer from Water/Sewer	Retiree Medical	612	\$ 8,469	25304	612-00-397-424-00	\$	16,835		\$ 16,835
S-12	Retiree Medical Costs	Retiree Medical	612	\$ 97,329	\$ 121,914	612-00-517-200-21	T		\$ (24,585)	\$ (24,585)
							\$	21,056,622	\$ (21,056,622)	\$ -

\$ 21,056,622 \$ (21,056,622) \$ 14,442,304 <u>\$ (19,902,972)</u> <u>\$ (5,460,668)</u> \$ (5,460,668) \$ -Net Total

\$ 9,21	3,305 \$	(12,915,533)				
Net Balanc	e \$	(3,702,228)	\$	(3,702,228)	\$	
\$ 2,24	9,264 \$	(2,627,639)				
Net Balanc	e \$	(378,375)	\$	(378,375)	\$	-
\$ 2,97	9,735 \$	(4,359,800)				
Net Balance	e \$	(1,380,065)	\$	(1,380,065)	\$	-
			\$	(5,460,668)		
	Net Balanc \$ 2,24 Net Balanc \$ 2,97	\$ 2,249,264 \$ Net Balance \$ \$ 2,979,735 \$	Net Balance \$ (3,702,228) \$ 2,249,264 \$ (2,627,639) Net Balance \$ (378,375) \$ 2,979,735 \$ (4,359,800)	Net Balance \$ (3,702,228) \$ \$ 2,249,264 \$ (2,627,639) Net Balance \$ (378,375) \$ \$ 2,979,735 \$ (4,359,800)	Net Balance \$ (3,702,228) \$ (3,702,228) \$ 2,249,264 \$ (2,627,639)	Net Balance \$ (3,702,228) \$ (3,702,228) \$ \$ 2,249,264 \$ (2,627,639) </td

Budget Summary Total

\$ 14,442,304 <u>\$ (19,902,972)</u> <u>\$ (5,460,668)</u> \$ (5,460,668) \$ -

ORDINANCE ##-###

AN ORDINANCE OF THE CITY OF CAMAS GRANTING ELECTRIC LIGHTWAVE, LLC A NON-EXCLUSIVE FRANCHISE FOR THE TRANSMISSION OF TELECOMMUNICATIONS IN, THROUGH, OVER AND UNDER THE RIGHTS-OF-WAY OF THE CITY OF CAMAS.

WHEREAS, Electric Lightwave, LLC, a Delaware limited liability company ("Grantee") has requested that the City grant it the right to install, operate and maintain a fiber optic-based telecommunications system within the public Rights-of-Way of the City; and

WHEREAS, the City Council finds it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to Grantee; and

WHEREAS, the City Council has the authority under state law to grant franchises for the use of its Rights-of-Way; and

WHEREAS, the City is willing to grant the rights requested by Grantee subject to certain terms and conditions.

NOW, THEREFORE, The City Council of the City of Camas does ordain as follows:

Section 1. Definitions. Where used in this Ordinance and the franchise granted hereby (the "Franchise") these terms have the following meanings:

A. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.

B. "City" means the City of Camas, a municipal corporation of the State of Washington.

C. "Emergency Situation" means an emergency involving likely loss of life or substantial property damage as determined by City in good faith.

D. "Facilities" means Grantee's fiber optic cable system constructed and operated within the City's Rights-of-Way, and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service not prohibited by this Ordinance.

E. "Franchise" shall mean the initial authorization or renewal thereof, granted by the City, through this Ordinance, or a subsequently adopted Ordinance, which authorizes construction and operation of the Grantee's Facilities for the purpose of offering Telecommunications Service not prohibited by this Ordinance.

F. "Franchise Area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

G. "Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity.

H. "Rights-of-Way" means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas within the City.

Ι. "Telecommunications Service" any telecommunications means service. telecommunications capacity, or dark fiber, provided by the Grantee using its Facilities, either directly or as a carrier for its Affiliates, or any other Person engaged in Telecommunications Services, including, but not limited to, the transmission of voice, data or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading and home shopping, or other subsequently developed technology that carries a signal over fiber optic cable. Telecommunications Service shall also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance. However, Telecommunications Service shall not include the provision of "cable services," as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Franchise Area and Authority Granted.

A. Facilities within Franchise Area. The City does hereby grant to Grantee the right, privilege, authority and franchise to construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across Rights-of-Way in the Franchise Area for purposes of telecommunications service as defined in RCW 82.04.065.

B. Permission Required to Enter onto Other City Property. Nothing contained in this Ordinance is to be construed as granting permission to Grantee to go upon any other public place other than Rights-of-Way within the Franchise Area. Permission to go upon any other property owned or controlled by the City must be sought on a case by case basis from the City.

C. Compliance with WUTC Regulations. At all times during the term of the Franchise, Grantee shall fully comply with all applicable regulations of the Washington Utilities and Transportation Commission.

Section 3. Construction and Maintenance.

A. Grantee's Facilities shall be located, relocated and maintained within the Rights-of-Way in accordance with Camas Municipal Code ("CMC") Chapter 5.45, and so as not to interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Grantee, in the exercise of its rights under the Franchise, to make any excavation in The Rights-of-Way, Grantee shall obtain prior approval from the City of Camas Public Works Department, pay the applicable permit fees, and obtain any necessary permits for the excavation work pursuant to CMC Chapter 5.45, Article VIII. Upon completion of such excavation, Grantee shall restore the surface of the Rights-of-Way to the specifications established within the CMC Chapter 5.45, Article VIII. Upon completion of such excavation Grantee shall restore the surface of the specifications established within the CMC Chapter 5.45, Article VIII. Upon completion of such excavation Grantee shall restore the surface of the Rights-of-Way to the specifications established within the CMC. If Grantee should fail to leave any portion of the excavation in a condition that meets the City's specifications per the CMC, the City may, on five (5) days' notice to Grantee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition. Grantee shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

B. Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by Grantee shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to Grantee, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and Grantee shall pay the reasonable costs of such work to the City, including City overhead (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

CONSTRUCTION AND MAINTENANCE

All work done by Grantee in connection with the construction, operation, and maintenance of said fiber optic network shall be performed to the satisfaction and subject to the supervision of the city public works director or other duly constituted representative of the City.

Grantee shall not cause any permanent injury to the streets of the City or to the City's utilities located therein, nor shall Grantee in any manner unreasonably disturb or interfere with any water, gas, or sewer lines or other conduits now or hereafter laid by the City or any authorized company or corporation in said streets.

Except as to emergency repairs, Grantee shall, prior to installing, repairing, or relocating any pipe, main, conduit, or service line, file with the Public Works Department, or such other person designated by the City, plans and specifications thereof showing the work to be done, the location and nature of the installation to be made, repaired or maintained, and a schedule showing the time of beginning and completion, and shall secure the approval of the City before proceeding with any such work, and shall obtain all necessary permits and pay all applicable fees prior to proceeding with such work. Any subsequent changes in the plans, specifications, or schedules shall require the approval of the City.

REPAIR

The Grantee shall, at its own cost and expense, promptly repair all streets and other public places in any way disturbed by the Grantee, its agents, employees, or contractors, and shall restore the same to as good a condition as the same were prior to doing any work therein. Whenever Grantee's construction, maintenance, and repair of the fiber optic require trenching in the improved roadway, Grantee shall design and install a 0.12 foot depth asphalt pavement overlay over the entire travel lane and turn lanes impacted where Grantee has cut trenches into the improved roadway.

C. In the event of an Emergency Situation, Grantee may commence such emergency and repair work as required under the circumstances, provided that Grantee shall notify the City Public Works Director in writing as promptly as possible before such repair or emergency work commences, or as soon thereafter as possible, if advanced notice is not reasonably possible. The City may act, at any time, without prior written notice in the case of an Emergency Situation, but shall notify Grantee in writing as promptly as possible under the circumstances.

D. Grantee agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

Section 4. Location and Relocation of Facilities.

RELOCATION

Nothing on this Ordinance shall be deemed or construed to limit the power of the proper authorities of the City of Camas to prosecute and maintain public or local improvements. Whenever in the prosecution or maintenance of such improvements it becomes necessary to remove, readjust, relocate, or change the location of Grantee's fiber optic cable and appurtenances thereto, the same shall be done by and at the sole expense of the Grantee. Grantee shall remove, readjust, relocate, or change location of Grantee's fiber optic cable within 90 days of written notification from the City unless otherwise agreed to by City. In the event Grantee fails to do so, then City may, at Grantee's sole expense, have the fiber optic cable relocated by City's contractor. In such event, Grantee shall pay the cost of relocation within 30 days of submission of an invoice by City. This Section shall only apply if applied in a non-discriminatory manner and it is necessary for all fiber optic cable and appurtenances to be moved in the same location.

A. Grantee shall place any new Facilities underground where all adjacent existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities.

B. Grantee recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular Right-of-Way, Grantee shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

C. In the event that the City orders the Grantee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the Grantee for the cost of relocation in the same proportion as their contribution to the total cost of the project.

D. In the event of an unforeseen Emergency Situation that creates a threat to public safety, health or welfare, the City may require the Grantee to relocate its Facilities at its own expense, any other portion of this Section notwithstanding.

Section 5. Indemnification.

A. Grantee shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and reasonable attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of Grantee or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted Grantee in the Franchise; *provided, however*, such indemnification shall not extend to injury or damage caused by the sole negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.

B. In the event any such claim or demand be presented to or filed with the City, the City shall promptly notify Grantee thereof (and in any event prior to the date that Grantee's rights to defend such claim or demand would be prejudiced), and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action is undertaken against the City based upon any such claim or demand, the City shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

Section 6. Default.

A. If Grantee shall fail to comply with any of the provisions of the Franchise, unless otherwise provided in the Franchise, the City will serve upon Grantee a written order to comply within thirty (30) days from the date such order is received by Grantee. If Grantee is not in compliance with the Franchise after expiration of the thirty (30) day period, the City may act to remedy the violation and may charge the reasonable costs and expenses of such action to Grantee. The City may act without the thirty (30) day notice in case of an Emergency Situation. If any failure to comply with the Franchise by Grantee cannot be corrected with due diligence within said thirty (30) day period, then the time within which Grantee may so comply shall be extended for such time as may be reasonably necessary and so long as Grantee works promptly and diligently to effect such compliance. During such a period, if Grantee is not in compliance with the Franchise, and is not proceeding with due diligence in accordance with this section to correct such failure to comply, then the City may in addition, by ordinance and following written notice to

Grantee, declare an immediate forfeiture of the Franchise and all of Grantee's rights and obligations thereunder.

B. In addition to other remedies provided in this Franchise or otherwise available at law, if Grantee is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending Grantee Right-of-Way use permits until compliance is achieved.

Section 7. <u>Nonexclusive Franchise.</u> The Franchise granted by this Ordinance is not and shall not be deemed to be an exclusive franchise. The Franchise granted by this Ordinance shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area. The Franchise granted by this Ordinance shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 8. Franchise Term/Fee.

A. Unless earlier terminated by Grantee upon notice to the City, the Franchise is and shall remain in full force and effect for a period of fifteen (15) years from and after the effective date of this Ordinance, provided that the term may be extended for an additional five (5) years upon the agreement of Grantee and the City; and provided further, however, that Grantee shall have no rights under the Franchise nor shall Grantee be bound by the terms and conditions of the Franchise unless Grantee shall, within thirty (30) days after the effective date of this Ordinance, file with the City its written acceptance of the Franchise, in a form acceptable to the City Attorney.

B. If the City and Grantee fail to formally renew the Franchise prior to the expiration of its term or any extension thereof, the Franchise shall automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the Franchise.

C. Fee: As compensation for the Franchise granted by this Ordinance, Grantee shall pay to the City a one-time franchise fee of \$2,500. Said franchise fee shall be payable within thirty (30) days of adoption of this Ordinance by the City. In addition, Grantee shall reimburse the City for the cost of publication of this Ordinance.

Section 9. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this Ordinance, the applicable laws of the State of Washington and the applicable laws of the United States, and all other applicable ordinances and codes of the City of Camas, as they now exist or may hereafter be amended, including but not limited to the provisions of CMC Chapter 5.45. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Grantee shall be performed by Grantee in accordance with applicable federal, state and city rules and regulations, including the City's Public Works Policies and Standard Plans, and any required permits, licenses or posted fees, and applicable safety standards then in effect.

B. In the event that any territory served by Grantee is annexed to the City after the effective date of the Franchise, such territory shall be governed by the terms and conditions contained herein upon the effective date of such annexation.

C. The City acknowledges that Washington law currently limits the tax the City may impose on Grantee's activities hereunder to 6% of revenue derived from the provision of network telephone service (i.e., "telephone business" as defined in RCW 82.16.010) and that the federal Internet Tax Freedom Act prohibits the imposition of a tax or other fee on revenue derived by Grantee from Grantee's provision of Internet access services. Grantee agrees that if federal or Washington law is changed, Grantee, following not less than ninety (90) days written notice from the City, will negotiate in good faith with the City to amend the Franchise to expand the revenue base on which such tax is applied.

Section 10. <u>Undergrounding</u>. New Facilities shall be installed underground pursuant to Section 4 of the Franchise. Grantee acknowledges the City's policy of undergrounding of Facilities within the Franchise Area. Grantee will cooperate with the City in the undergrounding of Grantee's existing Facilities with the Franchise Area. If during the term of the Franchise, the City shall direct Grantee to underground Facilities within any Franchise Area, such undergrounding shall be at no cost to the City except as may be provided in RCW Chapter 35.99. Grantee shall comply with all federal, state, and City regulations on undergrounding. If the City undertakes any street improvement which would otherwise require relocation of Grantee's above-ground Facilities, the City may, by written notice to Grantee, direct that Grantee convert any such Facilities to underground Facilities.

Section 11. Record of Installations and Service.

A. With respect to excavations by Grantee and the City within the Franchise Area, Grantee and the City shall each comply with its respective obligations pursuant to RCW Chapter 19.122 and any other applicable state or federal law.

B. Upon written request of the City, Grantee shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

C. As-built drawings and maps of the precise location of any Facilities placed by Grantee in any Rights-of-Way shall be made available by Grantee to the City within thirty (30) working days of the City's written request. These plans and maps shall be provided at no cost to the City and shall include hard copies and/or digital copies in a format commonly used in the telecommunications industry.

Section 12. Shared Use of Excavations and Trenches.

A. If either the City or Grantee shall at any time after installation of the Facilities plan to make excavations in the area covered by the Franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of written request to do so, an opportunity to share such an excavation, *provided that:* (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. In addition, pursuant to RCW 35.99.070, the City may request that Grantee install additional conduit, ducts and related access structures for the City pursuant to contract, under which Grantee shall recover its incremental costs of providing such facilities to the City.

B. The City reserves the right to not allow open trenching for five years following a street overlay or improvement project. Grantee shall be given written notice at least ninety (90) days prior to the commencement of the project. Required trenching due to an emergency will not be subject to five (5) year street trenching moratoriums, but should still follow repair requirements of Section 3.

C. The City reserves the right to require Grantee to joint trench with other franchisees if both entities are anticipating trenching within the same franchise area and provided that the terms of this Section are met.

Section 13. Insurance.

A. Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under the Franchise by Grantee, its agents, representatives or employees in the amounts and types set forth below.

1. Commercial General Liability insurance with limits no less than \$5,000,000 combined single limit for bodily injury (including death) and property damage, including premises operation, products and completed operations and explosion, collapse and underground coverage extensions;

2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$3,000,000 for each accident for bodily injury and property damage; and

3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000 for each accident/disease/policy limit or as required by law.

B. Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of Grantee's insurance and shall not contribute with it.

C. Grantee shall furnish the City with certificates of the foregoing insurance coverage or a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII.

E. Grantee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

F. Failure to Maintain Insurance. Failure on the part of the Applicant to maintain the insurance as required shall constitute a material breach of the permit or agreement, upon which the City may, after giving ten business days' notice to the Grantee to correct the breach, immediately terminate the contract 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.

G. Notice of Cancellation. The Grantee shall provide the City with written notice of any policy cancellation, within ten business days of its receipt of such notice.

Section 14. Assignment.

A. This franchise and the rights herein granted may be assigned only with the consent of the City, which the City may not unreasonably withhold, condition, or delay, but no such assignment shall be of any force or effect until a copy thereof, certified as such by the proper officials of the Grantee, shall have been filed in the office of the City Clerk, nor until the City Council of the City shall have consented to such assignment. Any such successor or assignee of the Grantee must file with the City Clerk written acceptance of the rights and privileges conferred hereby and such successor's or assignee's agreement to fully comply with and abide by and be bound by the terms of this ordinance and all the requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation, and condition required of or imposed upon the Grantee hereunder.

B. Notwithstanding the foregoing, Grantee, without the consent of, but upon commercially reasonable notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Ordinance); or (b) a lender for security purposes only.

C. Grantee may lease the Facilities or any portion thereof to another or provide capacity or bandwidth in its Facilities to another, *provided that:* Grantee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of the Franchise.

Section 15. <u>Abandonment and Removal of Facilities</u>. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Grantee shall remove all of its Facilities from the Rights-of-Way of the City within ninety (90) days of receiving notice from the City's Public Works Director; *provided however*, that the City may permit the Grantee's improvements

to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Grantee's agreement to transfer ownership of the Facilities to the City, the Grantee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place which are not removed within ninety (90) days of receipt of said notice shall automatically become the property of the City; *provided however*, that nothing contained within this Section shall prevent the City from compelling the Grantee to remove any such Facilities through judicial action when the City has not permitted the Grantee to abandon said Facilities in place.

Section 16. Miscellaneous.

A. If any term, provision, condition or portion of this Ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance which shall continue in full force and effect. The headings of sections and paragraphs of this Ordinance are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections of paragraphs.

B. Grantee shall pay for the City's reasonable administrative costs in drafting and processing this Ordinance and all work related thereto, which payment shall not exceed \$3,000. Grantee shall further be subject to all published permit fees associated with activities and the provisions of any such permit, approval, license, agreement of other document, the provisions of the Franchise shall control.

C. Failure of the City to declare any breach or default under this Franchise or any delay in taking action shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

D. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.

Section 17. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:	Grantee:
Public Works Director	Electric Lightwave, LLC
City of Camas	18110 SE 34th St., Building One
616 NE 4th Avenue	
Camas, WA 98607	Attn: Contract Administration

Notice shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 18. <u>Effective date.</u> This Ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five (5) days from and after its passage, approval and publication, but only if the Grantee has accepted the terms and conditions thereof.



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M'S OFFICE ADDRESS:	2020 SW Fourth Ave, Suite 300, Portland, OR 97201
CH2M'S PROJECT NO .:	ТВД
PROJECT NAME:	Local Limits Development Plan
CLIENT:	City of Camas, Washington
CLIENT'S ADDRESS:	616 NE 4 th Avenue, Camas, WA 98607

CLIENT requests and authorizes CH2M HILL ENGINEERS, INC. (hereinafter "CH2M") to perform the following Services:

Scope of Services

The description of services is provided in Attachment 1 – Scope of Work, Local Limits Development Plan.

Compensation

Compensation by CLIENT to CH2M will be on the basis of a raw labor multiplier and the estimated budget.

Schedule

The project schedule is provided in Attachment 1 - Scope of Work, Local Limits Development Plan.

Other Terms

The description of services is provided in Attachment 1 – Scope of Work, Local Limits Development Plan.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:	CH2M HILL ENGINEERS, INC.:
Signature	Signature
Name (printed)	Name (printed)
Title	Title
Date	Date

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for CH2M to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Compensation

Compensation shall be as specified with the Compensation section on Page 1.

Salary Costs

CH2M's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

Per Diem Rates

CH2M's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment

3. Subcontracts and Direct Expenses

When Services are performed on a time and materials basis, a markup of ______ percent will be applied to subcontracts and outside services and Direct Expenses will be billed at actual cost. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M's current standard rate charges for direct use of CH2M's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M's standard project charges for computing systems, and health and safety requirements of OSHA, MSHA and similar requirements as set forth in CH2M's rate schedule.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M's compensation when invoicing CLIENT.

4. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M will be on a basis of experience and judgment, but, since CH2M has no control over market conditions or bidding procedures, CH2M cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

5. Standard of Care

The standard of care applicable to CH2M's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M's services are performed. CH2M will re-perform any services not meeting this standard without additional compensation subject to CLIENT providing CH2M written notice of such non-conformance within one year from the date of completion of the services hereunder. CLIENT's sole remedy for CH2M's breach of this standard of care is the re-performance of those Services directly related to such breach up to the limit of remedy set forth in this Agreement. CH2M will not be responsible for the cost of any construction rework or replacement.

NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IS INTENDED IN OR BY THIS AGREEMENT.

6. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction

of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

7. Payment to CH2M

Monthly invoices will be issued by CH2M for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

8. Limitation of Liability

CH2M's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it.

This limitation of liability provided will apply whether CH2M's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M's officers, affiliated corporations, employees, and subcontractors.

9. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

10. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M and has no third party beneficiaries except as provided in Provision 12.

11. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M.

12. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

13. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services or in response to CH2M's proposal, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT and this AGREEMENT shall govern all Services.

14. Force Majeure

If performance of the Services is affected by causes beyond CH2M's reasonable control, project schedule and compensation shall be equitably adjusted.

15. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

16. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

17. Indemnification

CH2M agrees to indemnify CLIENT from any claims, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CH2M, its employees, affiliated corporations, officers, and subcontractors in connection with the PROJECT.

CLIENT agrees to indemnify CH2M from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CLIENT, its employees, or agents in connection with the PROJECT.

18. Waiver of Damages

In no event shall CH2M, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M's performance or non-performance of services pursuant to this Agreement. Limitations of liability provided in this paragraph apply whether the liability is claimed to arise in contract, tort (including negligence), strict liability, or otherwise.

19. Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of CH2M, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. CLIENT agrees to indemnify CH2M and its officers, employees, subcontractors and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

20. Access to Facilities and Property

CLIENT will make its facilities (or any third party property) accessible to CH2M as required for CH2M's performance of its services and will provide labor and safety equipment as required by CH2M for such access. CLIENT will perform, at no cost to CH2M, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with CH2M's services.

21. Client-Furnished Data

CLIENT will provide to CH2M all data in CLIENT's possession relating to CH2M's services on the PROJECT. CH2M will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

22. Ownership of Work Product and Inventions

All of the work product of CH2M in executing the Services shall remain the property of CH2M. CLIENT shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the Services shall remain the property of CH2M.

23. Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of CH2M

24. Restrictions

The terms of this Agreement shall not be valid for staff augmentation, remediation activities, materials procurement or construction services. This agreement is not intended to create an agency relationship between the parties. Additional provisions may be negotiated as required for those services.

Attachment 1 Scope of Work

Local Limits Development Plan – City of Camas, Washington

Background & Objectives

The City of Camas has requested CH2M to provide consulting services to the City of Camas (City) to help the City develop a Local Limits Development Plan, assist with monitoring treatment plant influent and effluent for priority pollutants, help the City effectively engage and communicate with its Industrial Users, which are all part of compliance with the City's NPDES Permit for the Camas Wastewater Treatment Plant (WWTP). Section S6 F.1 of the City's NPDES Permit No. WA0020249 states:

The Permittee shall develop and codify local limits for the follow pollutants and any other which the initial screening shows may adversely affect the POTW: Antimony, Arsenic, Cadmium, Chromium (both total and hexavalent), Copper, Cyanide, Fluoride, Total Petroleum Hydrocarbons, FOG (Fats, Oil and Grease), Lead, Mercury, Molybdenum, Nickel, pH, Selenium, Silver, Sulfate, Total Dissolved Solids, and Zinc (20 total). The Permittee shall also establish either limits or a strategy for controlling non-domestic loadings of compatible pollutants: BOD, TSS, and Ammonia through loading allocations, surcharges, or similar means.

The Permittee shall follow the methodology described in Ecology Publication: Guidance Manual for Developing Local Discharge Limits, Ecology Publication 11-10-056 to develop local limits for the protection of its treatment works on the following schedule:

1. The Permittee shall provide a **local limits development plan by July 15, 2017**. The Permittee shall perform an initial screening of their influent and effluent of all pollutants listed in Appendix A of this permit to determine which if any pollutants in addition to the 20 pollutants listed above are of potential concern to POTW processes and receiving waters. The Permittee must submit the results of this initial screening and the proposed list of pollutants of concern based on the test results to Ecology by December 1, 2017.

The following scope of work includes development of the local limits development plan per the permit requirements listed above. Additional tasks including will be completed under a future scope of work.

Schedule

Assuming that CH2M receives notice to proceed by April 10, 2017, CH2M will deliver the draft Local Limits Development Plan within six weeks, by May 22, 2017. Allowing up to two weeks for City review and assuming one consolidated set of City comments is received by June 5, 2017, CH2M will finalize the draft Plan based on City comments and prepare a final draft Local Limits Development Plan for submittal to Ecology no later than July 15, 2017. This schedule allows up to six weeks for development of the final document.

The schedule for the work included in this scope allow for an accelerated schedule, which is recommended due to the often lengthy regulatory processes.

General Project Assumptions

- 1. The City will be responsible for the timely collection of comments from reviewers, and resolving conflicting comments, and shall submit one set of consolidated comments to CH2M for each deliverable.
- 2. CH2M will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
- 3. The scope of work described herein does not include development of a screening protocol and list of pollutants of concerns (POCs), sampling assistance, assistance with engagement of the City's Industrial Users, data and regulatory review, or development of local limits allocations and associated support. A separate or amended scope of work and agreement will be required to complete these tasks.

Task 1 – Project Management

CH2M's project manager Erin Thatcher will perform the following project management tasks:

- Project set-up and project closure.
- Communicate regularly with the City's project manager as needed but no less frequently than every other week, and will maintain an action item and decision log as appropriate for the project.
- Prepare and submit a monthly invoice and brief progress report.
- Manage change: Monitor project for potential changes, anticipate changes whenever possible, and with City approval, modify Project tasks, task budgets, and approach to keep the overall project within budget and on schedule.

Task 1 Deliverables

1. Three (3) monthly invoices with progress reports including a narrative of the work completed and estimated percent complete under each task.

Task 2 – Prepare Local Limits Development Plan

The purposes of establishing local limits are several – but primarily are used to protect against the discharge of pollutants and at a quantity or rate that cause the POTW to violate water quality standards, impair beneficial use of biosolids, threaten worker safety or the public. Per Ecology's guidance, local limits are established by estimating safe loadings of pollutants to the treatment works, and then dividing available capacity over the non-domestic dischargers and establishing limits to prevent adverse effects at the point of discharge to the collection system.

CH2M will develop a Local Limits Development Plan that considers the unique Significant Industrial Users present in the service area, the particulars of unit processes at the Camas WWTP, and the water quality characteristics of the effluent diffuser mixing zone in the Columbia River, and the City's biosolids beneficial use program.

Task 2 Deliverables

1. Draft Local Limits Development Plan (electronic submittal to the City – Microsoft Word document and Adobe pdf).

2. Final Draft Local Limits Development Plan for submittal to Ecology (electronic submittal only – Adobe pdf).

3. Written responses to Ecology review comments of the Final Draft Plan (electronic submittal only).

4. Final Local Limits Development Plan (2 hard copies for the City; 1 hard copy for Ecology).

Cost

CH2M proposes to perform the services described for this scope of work for a not-to-exceed amount of \$14,584 per the following table:

Task	Labor Cost	Expenses	Total
Task 1 – Project Management	\$1,985	\$	\$1,985
Task 2 – Prepare Local Limits Development Plan	\$12,549	\$50	\$12,599
Total	\$14,534	\$50	\$14,584

Labor will be billing at a 3.2 multiplier on raw salary costs.

ORDINANCE NO.

AN ORDINANCE amending Chapter 2.72 of the Camas Municipal Code relating to post-retirement medical insurance.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

The chapter title of Chapter 2.72 of the Camas Municipal Code is hereby amended and

shall be titled "Post-Retirement Medical Insurance".

Section II

Section 2.72.010 of the Camas Municipal Code is hereby amended to provide as follows:

2.72.010 - Benefits designated.

No employee shall be provided, at the city's expense, postretirement medical insurance coverage from retirement to age sixty-five unless (1) the employee is entitled to such benefit under the terms of the employees' collective bargaining agreement, (2) the employee was hired or promoted to a nonrepresented position prior to April 15, 2005, (3) the employee's position was removed from a collective bargaining agreement to a nonrepresented position prior to April 15, 2005, or (4) the employee was entitled to such benefit under the employees' collective bargaining agreement and then was promoted to a nonrepresented position after April 15, 2005.

Section III

Section 2.72.020 of the Camas Municipal Code is hereby repealed.

Section IV

This ordinance shall take force and be in effect five (5) days from and after its publication

according to law.

PASSED by the Council and APPROVED by the Mayor this _____ day of March, 2017.

SIGNED:______Mayor

ATTEST:_____Clerk

APPROVED as to form:

City Attorney

This section should be deleted as the benefits are defined by the Bargaining Contracts or the Employee Manual for non-represented employees.

Chapter 2.72 --- POST-RETIREMENT MEDICAL INSURANCE

Sections:

2.72.010 - Full-time officer and employee defined.

A "full time employed officer and employee," as used in this chapter, means any person who has or shall work a minimum of twenty hours per week on a full year basis in a salaried position included in the annual city budget.

(Prior code § 1.46.030)

2.72.020 - Benefits designated.

As an additional benefit to the contract of employment with the city, the city shall provide each full-time employed officer and employee insurance benefits as follows:

- A. A term life insurance policy, the amount of which shall be equal to the nearest thousand dollars of the normal yearly salary of the officer or employee exclusive of overtime pay;
- B. A choice of two group medical and hospital contracts for officers and employees and their dependents;
- C. As of January 1, 1976, officers and employees, other than those covered by Chapter 209, Laws of 1969, Extraordinary Session (LEOFF Act), shall be provided a vision plan with a full family vision plan to be provided as of January 1, 1977;
- D. No employee shall be provided, at the city's expense, post-retirement medical insurance coverage from retirement to age sixty-five unless (1) the employee is entitled to such benefit under the terms of the employees' collective bargaining agreement, (2) the employee was hired or promoted to a nonrepresented position prior to April 15, 2005, (3) the employee's position was removed from a collective bargaining agreement to a nonrepresented position prior to April 15, 2005, or (4) the employee was entitled to such benefit under the employees' collective bargaining agreement and then was promoted to a nonrepresented position after April 15, 2005;

<u>E.</u> A dental plan for officers and employees, only until January 1, 1977, at which time a full family dental plan shall be provided.

(Ord. 2404 § 1, 2005; prior code § 1.46.010)

Chapter 2.72 – POST-RETIREMENT MEDICAL INSURANCE

Sections:

2.72.010 - Benefits designated.

No employee shall be provided, at the city's expense, post-retirement medical insurance coverage from retirement to age sixty-five unless (1) the employee is entitled to such benefit under the terms of the employees' collective bargaining agreement, (2) the employee was hired or promoted to a nonrepresented position prior to April 15, 2005, (3) the employee's position was removed from a collective bargaining agreement to a nonrepresented position prior to April 15, 2005, or (4) the employee was entitled to such benefit under the employees' collective bargaining agreement and then was promoted to a nonrepresented position after April 15, 2005;

(Ord. 2404 § 1, 2005; prior code § 1.46.010)