



**CITY COUNCIL WORKSHOP MEETING AGENDA**  
**Tuesday, January 16, 2018, 4:30 PM**  
**City Hall, 616 NE 4th Avenue**




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**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PUBLIC COMMENTS**

**IV. WORKSHOP TOPICS**

- A. Camas-Washougal Economic Development Association (CWEDA) Update  
Details: An update to Council regarding CWEDA's recent activities.  
Presenter: Paul Dennis, President/CEO  
Recommended Action: This item is for Council's information only.  
 [CWEDA Update Presentation](#)
- B. Proposed Ordinance to Require the Use of Bicycle Helmets  
Details: In an effort to protect and preserve the public health, the City desires to institute an ordinance that would require the use of an approved protective bicycle helmet for persons operating a bicycle, in-line skates, roller skates, scooter, unicycle or skateboard. The Police Department would be empowered to enforce the ordinance, which would be classified as a civil infraction with a penalty not to exceed \$50.00. The ordinance also provides that a person may, in certain circumstances, have the penalty waived by the showing proof that a bicycle helmet was acquired before appearing in court.  
Presenter: Mitch Lackey, Chief of Police  
Recommended Action: Staff recommends this item be placed on the March 5, 2018, Regular Agenda for Council's consideration.  
 [Draft Bicycle Helmet Ordinance](#)
- C. Proposed Ordinance Amending Section 9.36.010A of the Camas Municipal Code (CMC)  
Details: Washington State's move to legalize recreational marijuana created certain conflicts with existing municipal codes. By adopting by reference the statutory language found in the Revised Code of Washington (RCW) Chapter 69.50, these conflicts are resolved.  
Presenter: Mitch Lackey, Chief of Police  
Recommended Action: Staff recommends this item be placed on the March 5, 2018, Regular Agenda for Council's consideration.  
 [Draft Ordinance Adopting RCW Chapter 69.50](#)

D. Clark County Conservation Futures Interlocal Agreement

Details: This agreement sets forth the terms and conditions by which Clark County shall provide funds from its Conservation Futures Account to the City in the amount of \$2,570,000. The grant funds will be used to expand the 800-acre Lacamas Corridor and greenway system and establish a key link within the 7-mile long multi-use trail system that circles Lacamas Lake.

Presenter: Jerry Acheson, Parks and Recreation Manager

Recommended Action: Staff recommends this item be placed on the February 5, 2018 Consent Agenda for Council's consideration.

 [Interlocal Agreement for Clark County Conservation Futures](#)  
[Clark County Conservation Futures Application](#)

E. Mill Ditch Sewer Replacement Project Update

Details: The Mill Ditch Sewer Main is in disrepair and is undersized for the overall anticipated growth in the North Shore area. The City's National Pollution Discharge Elimination System (NPDES) Sewer Permit requires the City to spend a minimum of \$250,000 in Inflow and Infiltration improvements to the sewer system in both 2017 and 2018. Replacement of the Mill Ditch Sewer Main helps the City to meet this requirement. \$450,000 was allocated to this inflow and infiltration related improvement in the 2017 Budget. Due to unforeseen difficulties in construction, the cost to replace all of the sewer main in the awarded bid will exceed the budgeted amount for this project. Staff will provide an explanation and recommended scoping change to Council during the work session.

Presenter: James Carothers, Engineering Manager

Recommended Action: Staff is seeking Council's direction on the recommended scoping change to the Mill Ditch Sewer Replacement Project.

 [Mill Ditch Sewer Replacement Map](#)



F. Consultant Services Agreement for Wells 6 and 14 Pipeline Design


Details: Well 6 and Well 14 in the City's Washougal Wellfield are hydraulically connected; however, only one Well can operate at a time due to limitations in the pipeline system from the well sites to the distribution system. City staff have solicited consultant services to redesign and increase capacity of the pipeline system so both wells may operate simultaneously, which increases the City's ability to supply drinking water to citizens. BergerABAM was selected to prepare construction documents so the City may bid this project in the near future. BergerABAM has submitted a proposal in the amount of \$78,649.23. This project is included in the 2017/2018 Water/Sewer capital budget.

Presenter: Sam Adams, Utilities Manager

Recommended Action: Staff recommends this item be placed on the February 5, 2018 Consent Agenda for Council's consideration.

 [Scope for Camas Wells 6 and 14 Transmission Main](#)

- G. Consultant Services Contract Crown View Pump Station  
Details: The Crown View Pump Station located at 3228 NW Ivy Lane was constructed in 1979 and upgraded in 1997. City staff has concerns regarding the pump station's reliability and pumping capacity. The pump station does not have enough back-up power generation to operate both pumps and the existing control panels are dated. The frequent emergency alarms require calling in staff to work additional hours at the pump station. The City has solicited consultant services from Wallis Engineering to prepare a plan to correct deficiencies, assess options and prepare an upgrade plan. Wallis Engineering has submitted a scope of services in the amount of \$77,572.00. This project was anticipated in the 2017/2018 Water/Sewer professional services budget.  
Presenter: Sam Adams, Utilities Manager  
Recommended Action: Staff recommends this item be placed on the February 5, 2018 Consent Agenda for Council's consideration.  
 [Consultant Services for the Crown View Pump Station](#)
- H. Intergovernmental Agreement with Clark Public Utilities Regarding Transfer of a Satellite Water System  
Details: Clark Public Utilities (CPU) currently owns and operates a satellite water system serving the 12-lot Mountain Glen Subdivision located at the east side of NE 199th Avenue and immediately adjacent to, but outside the northerly Camas City Limits. Even though the satellite water system is located outside the City Limits, it is within the City of Camas Water Service Boundary. Additionally, the CPU well that serves the existing satellite system is located on property being developed as part of the Green Mountain Planned Residential Development (PRD) within the City Limits. Staff has coordinated with the developer of the Green Mountain PRD and CPU regarding connection of the Mountain Glen water system to the City of Camas water system, decommissioning of the existing well, and transfer of the satellite water system customers to the City of Camas. The attached Intergovernmental Agreement has been prepared to legally transfer the customers and the system obligations from CPU to the City. Staff will review the draft agreement with Council and provide additional background information relative to the proposed transfer.  
Presenter: Steve Wall, Public Works Director  
Recommended Action: This item will be placed on a future agenda for Council's consideration.  
 [Intergovernmental Agreement with Clark Public Utilities for the Mountain Glen V Mountain Glen Water System Transfer Exhibit](#)
- I. Public Works Miscellaneous and Updates  
Details: This is a placeholder for miscellaneous or emergent items.  
Presenter: Steve Wall, Public Works Director
- J. Remote Meeting Participation  
Details: The idea of remote meeting participation has been mentioned in Camas by staff as well as some Board and Commission members. Staff has provided information regarding other agencies and would like to discuss the option for Camas.  
Presenter: Jennifer Gorsuch, Administrative Services Director  
Recommended Action: This item is for Council's information only.

 [Remote Meeting Participation Staff Report](#)  
[Council Remote Participation Survey](#)  
[Sample Rules/Policies](#)

- K. Community Development Miscellaneous and Updates  
Details: This is a placeholder for miscellaneous or emergent items.  
Presenter: Phil Bourquin, Community Development Director
- L. 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-Washougal Economic Development Association



## City of Camas Update

January 16, 2018



# What We've Been Up To

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- ❖ Marketing
- ❖ Local Economic Conditions
- ❖ Business Development
- ❖ Strategic Plan
- ❖ Restaurant Survey
- ❖ Planning & Outreach
- ❖ Legacy Projects

# Marketing

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- ❖ Continuing to nurture partnerships with regional brokers and associations to draw visibility to the Camas-Washougal area.
- ❖ Leveraging our success and recognition our area has received from local, regional, and national news organizations. Business In Focus featured Camas in their February 2017 edition.
- ❖ Attending national trade conferences to promote our area (e.g. P3, RECon, etc.).

# Business Development Efforts

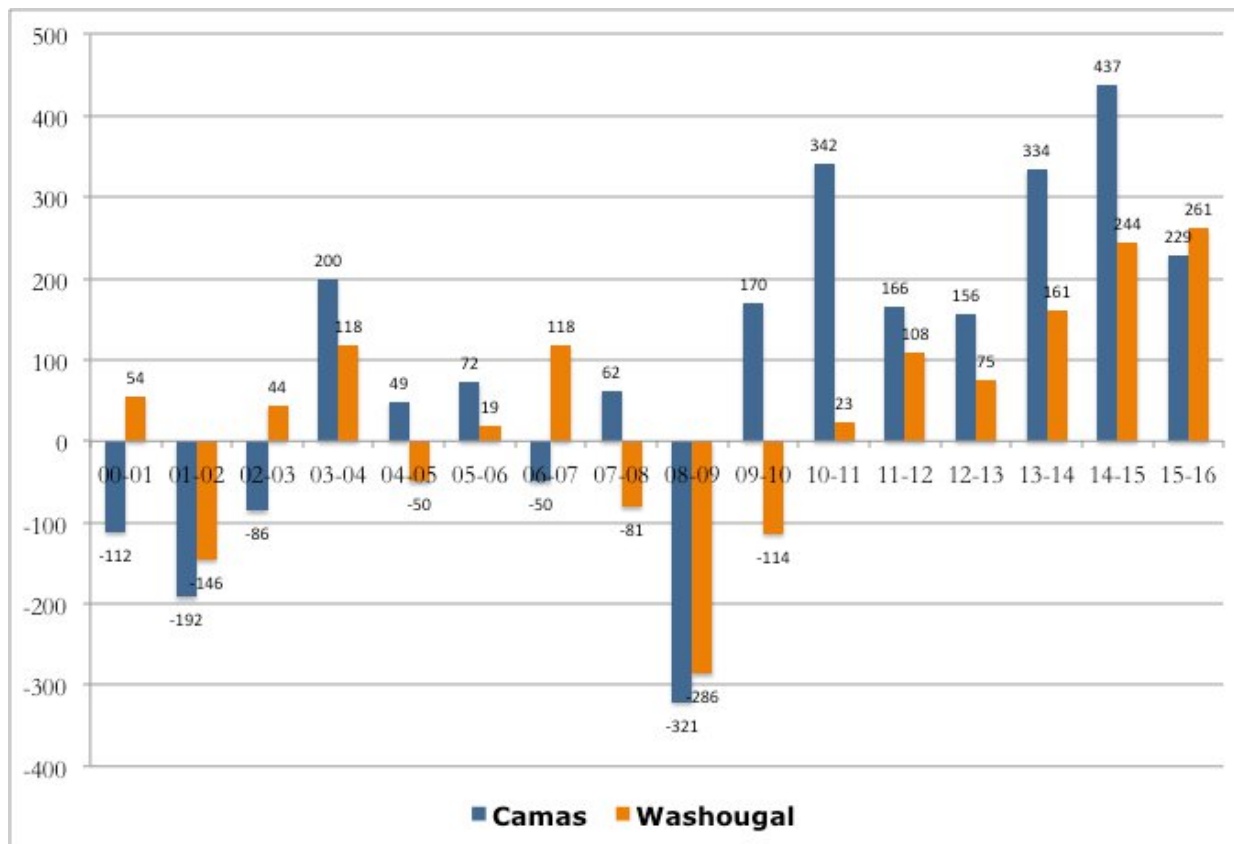
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- ❖ Working on the full spectrum of business development (i.e. retention, expansion, and new business)
- ❖ Business development services include site location, regulatory guidance, state assistance, incentives, permitting, workforce development, etc.
- ❖ Local and regional site visits (most are anxious to visit our area)
- ❖ Companies range from R&D to professional office to traditional manufacturing to mixed-use.
- ❖ Largest challenge is limited ready available space.



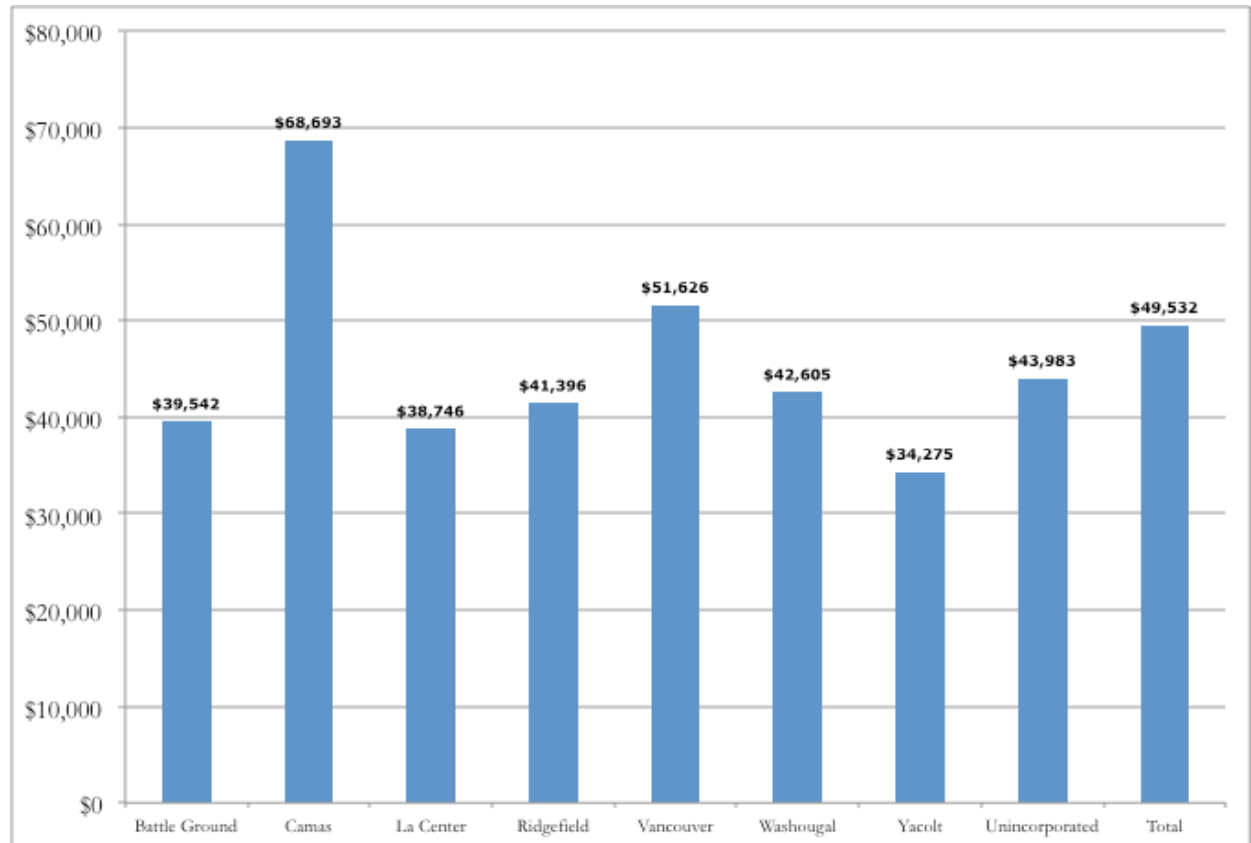
# Local Economic Conditions – Jobs

- ❖ The economy affected our local area disproportionately.
- ❖ Both communities have rebounded, experiencing strong economic growth in response to their economic initiatives.
- ❖ Camas has added 1,322 jobs over the last five years and Washougal another 849.
- ❖ 2017 proved to be another positive year for economic growth, 2018 shaping up to be one of the strongest years for private investments.



# Local Economic Conditions – Avg. Wage

- ❖ Camas workers earn the highest wages in the county at an average of \$68,700 per year.
- ❖ Washougal workers earn \$42,600 on average.
- ❖ The countywide average for 2016 is \$49,500.



# Restaurant Survey (summary results)

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- ❖ CWEDA has had a number of dining related inquiries. Becoming a greater topic of discussion for recruitment. As a result, we decided to conduct survey to provide guidance and focus for our economic centers.
- ❖ Detailed results are available upon request, but a few highlights are:
  - ✓ 78% either dine out for dinner, lunch, or dinner and lunch.
  - ✓ Folks will consider options geographically most for dinner, albeit the majority of dining needs are being met either locally or within the 164<sup>th</sup>/192<sup>nd</sup> corridor .
  - ✓ “Pacific Northwest” most popular desire for type of food.
  - ✓ Consumers are price sensitive.
  - ✓ Only 3% want national chain.
  - ✓ Adult Casual most desired.

# Strategic Plan

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- ❖ The GOAL: CWEDA will support and facilitate the implementation of each community's plans with regard to new business investment and expansion for creation of at least 2,000 jobs across multiple sectors from 2016-20.
  - ✓ Participate in the visioning processes of local communities to collaboratively set job creation targets.
  - ✓ Establish and utilize a private sector Advisory Board to advance CWEDA's mission by identifying opportunities.
  - ✓ Maintain constant alignment between CWEDA budget resources & project priorities.
  - ✓ Create an area of influence around a Camas-Washougal legislative agenda.
  - ✓ Tell the economic development story of why and how investing in infrastructure is pivotal to local job creation.
  - ✓ Create a cohesive marketing plan tailored to needs of varied business sectors.

# Planning & Outreach

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- ❖ Continue to work on “Incentive” programs.
- ❖ Assisting partnership planning efforts (ex. IPZ, waterfront, transportation, Comp Plans, Lands for Jobs, etc.).
- ❖ Meeting with other business and public sector organizations.
- ❖ Assisting with site planning and bringing building space to market, especially with existing space becoming scarce.

# Legacy Projects

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- ❖ Projects that provide a community benefit that goes beyond the “typical” development
- ❖ Ability to Master Plan, work collaboratively, and integrate surrounding land uses into a seamless project
- ❖ Efficient deployment of public resources that maximize community benefit, including securing key assets for the community
- ❖ The efforts over the last 18 months have the potential for over 750,000 square feet of business space that will further each “Partners’” economic ambitions

# Questions & Comments

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## ❖ Questions & Comments.



Paul Dennis, AI CP  
President/CEO

Camas-Washougal Economic Development Association  
P.O. Box 981

Camas, Washington 98607  
(360) 607-9816 cell  
[paul.dennis@cweda.org](mailto:paul.dennis@cweda.org)



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE adopting a new Section 10.24.070 of the Camas Municipal Code, relating to helmet requirements for skateboards, roller skates, coasters, bicycles and other similar devices.

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

Section I

A new Section 10.24.070 of the Camas Municipal Code is hereby adopted to provide as follows:

**CMC 10.24.070: Helmet Required.**

- A. No person shall operate or be passenger on a bicycle, in-line skates, roller skates, scooter, unicycle, or skateboard in or upon any public area within the city unless he or she is wearing a protective helmet. The helmet shall have either a neck or chin-strap which is securely fastened while the bicycle, in-line skates, roller skates, scooter, unicycle, or skateboard is in motion.
- B. A parent or guardian shall be responsible for requiring that a child under the age of 18 years wears a helmet, with the neck or chin-strap fastened securely, while that child is on a bicycle, in-line skates, roller skates, scooter, unicycle, or skateboard in any public area of the city.
- C. A police officer observing a person operating or riding as a passenger on a bicycle, in-line skates, roller skates, scooter, unicycle, or skateboard, in violation of the section, may stop and detain such person for the purpose of establishing identity and issuing an appropriate warning or citation.
- D. A person is exempt from the requirement to wear a helmet under this chapter, if wearing the helmet would violate a religious belief or practice of the person.



- E. "Helmet" means a head covering designed for safety that meets or exceeds safety standards adopted by the Consumer Product Safety Commission (CPSC) or such subsequently nationally recognized standards for helmet performance. In the absence of an applicable CPSC standard, the head covering must meet or exceed the current standards adopted by either the American Society for Testing Materials (ASTM) or the Snell Foundation until such applicable CPSC standard exists or such subsequently nationally recognized standards for helmet performance is adopted. The helmet must be equipped with either a neck or chinstrap that shall be fastened securely while the wheeled-vehicle is in motion.
- F. Any person, including a parent or guardian, violating any of the provisions of this chapter shall have committed a civil infraction and shall be subject to a monetary penalty not to exceed \$50.00.

(1) If a child in violation of this chapter is 11 years of age or younger, any citation issued shall be issued to the parent, legal guardian, or adult with custody or temporary custody, rather than to the child.

(2) If a child in violation of this chapter is at least 12 years of age and is under 16 years of age, a citation may be issued to the child or to the parent, legal guardian, or adult with custody or temporary custody.

(3) The court may waive, reduce or suspend the civil penalty and clear the civil infraction as a warning for a person who has not been cited under this chapter within the previous three-year period from the date of the current infraction and provides proof that he or she has acquired an approved helmet at the time of appearance in court.

## Section II

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

ORDINANCE NO. \_\_\_\_\_

PASSED BY the Council and APPROVED by the Mayor this \_\_\_\_\_ day of March, 2018.

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

SIGNED: \_\_\_\_\_  
Clerk

APPROVED as to form:

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE adopting Chapter 69.50 RCW set forth in  
the Revised Code of Washington.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

Section I

There is hereby added to Chapter 9.36, Subsection A of the Camas Municipal Code a new  
adoption to provide as follows:

**9.36.010(A)(153). All Chapter 69.50 RCW offenses, as adopted or as  
hereinafter amended, for which the penalty is either a misdemeanor or gross  
misdemeanor.**

Section II

This ordinance shall take force and be in effect five days from and after its publication  
according to law.

PASSED by the Council and APPROVED by the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2017.

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

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

APPROVED as to form:

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

## **APPENDIX A INTERLOCAL AGREEMENT**

### **I PURPOSE**

This agreement sets forth the terms and conditions by which Clark County, Washington, hereafter referred to as County, shall provide funds from its Conservation Futures Account, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the City of Camas, hereinafter identified as City, for the purpose of acquiring fee simple or lesser interest in open space, farm land, or timber land, as such are defined in RCW 84.34.020.

### **II AUTHORITY**

This interlocal agreement by and between Clark County, Washington, and the City of Camas is authorized by Chapter 39.34 of the Revised Code of Washington.

### **III PROJECT DESCRIPTION**

The City's application to County is part of this contract. The application is the City's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project to be assisted is summarized from the City's application as follows:

- A. Acquire approximately 70 acres of land to protect, scenic, recreation and environmental values adjacent to the north shore of Lacamas Lake.
- B. Acquisition facilitates establishment of a primary trailhead and key link in a seven (7) mile multi-use trail system that surrounds Lacamas Lake

### **IV FUNDING OF PROJECT**

City estimates the total cost of the property to be acquired under terms of this agreement is \$4,780,000. City requests that County pay \$2,580,000, or 54 percent of the total estimated project cost.

County recognizes, however, that this estimate, while made in good faith, may or may not represent fair market value as determined by standard professional appraisal procedures.

County agrees to pay \$2,580,000 or 54 percent of the total estimated project cost, or the same percentage amount of fair market value, whichever is less.

- A. Fair market value shall be determined utilizing professional appraisal procedures as set forth in subsections 1 through 5, below:
  - 1. Fair Market Value is established through professional appraisals.
  - 2. Appraisals are completed and approved by a real estate appraiser licensed in the state of Washington pursuant to 18.140 RCW.
  - 3. Review appraisals, when required by state or federal regulations or grant funding sources, or when determined advisable by County, shall be completed by a Member of the American Institute of Real Estate Appraisers (MAI) licensed in the state of Washington.
  - 4. Appraisal Reports and Reviews for acquisitions involving federal funding must be in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).
  - 5. For all other funding programs, appraisals meeting the current Uniform Standards of Professional Appraisal Practice (USPAP) publication are acceptable with the following exceptions:
    - a. Extraordinary Assumptions and Hypothetical Conditions must be clearly listed and justified in the appraisal report.
    - b. Appraisals must consider existing encumbrances.
    - c. The restricted format for reporting appraisals is not acceptable.
    - d. Appraisers must provide a specific point value rather than a value range.
    - e. Property owners are given an opportunity to accompany each appraiser during inspection of the property.
- B. City Completes Due Diligence Investigations:
  - 1. City orders and reviews a preliminary title report. City submits title report to County for review with the County Prosecuting Attorney.
  - 2. If no prior survey exists, City shall have a boundary survey of the property completed and a legal description of the property prepared.
  - 3. City shall prepare all required maps and exhibits, such as the Land and Water Conservation Fund 6(f)(3) map, for acquisitions involving federal funding based on the legal description of any easements or other encumbrances that may restrict use of the property.
  - 4. Acquisitions that may receive grant funding will meet all requirements of the anticipated funding sources.
  - 5. City shall invite County to participate in a site inspection, or series of site inspections, to determine that the property is suitable for the intended purpose.
    - a. Zoning is appropriate for the intended use.

- b. Necessary land use permits for the intended use are identified/verified.
    - c. Structures meet current building code requirements.
    - d. An Americans with Disabilities Act (ADA) and/or Outdoor Accessibility (USDOJ) assessment is completed.
  - 6. City requires a hazardous materials questionnaire to be completed by the property owner:
    - a. If deemed advisable by City or County, City shall cause a Phase I Environmental Site Assessment to be completed.
    - b. The format and content of Phase I ESA reports must be in general accordance with the American Society for Testing of Materials (ASTM) Standard Practice for Environmental Site Assessments including: Site Assessment Process E-1527-05 and the United States Environmental Protection Agency's (USEPA) standards for All Appropriate Inquiries (AAI) at 40 Code of Federal Regulations (CFR) Part 312.
- C. The cost of the appraisal, other due diligence studies and related administrative costs incurred by City may be reimbursed by County as components of the \$2,580,000, or 54% of total costs requested by City. Unless specifically authorized via a written amendment to this agreement, however, County funding contributions to this acquisition project including land costs and said incidental costs shall not exceed this limit.
- D. In the event fair market value exceeds the City's estimated project cost, the Board of County Councilors, at its discretion, may increase the approved funding allocation to cover fair market value of the property to be acquired. A written request to this effect should be submitted by City to the County Conservation Futures Program Manager, acting as program staff for the Board of Councilors. The request shall include a copy of the appraisal report and appraisal review. County program manager shall notify City of the Board's decision within 45 days of the receipt of the request, or as soon thereafter as is practicable, and a written amendment to this agreement shall be executed by the parties.

## **V LAND ACQUISITION COSTS EXCEEDING FAIR MARKET VALUE**

County considers a reviewed and approved appraisal to be an acceptable estimate of property value. The negotiation between a willing seller and a willing buyer may set a price that is higher than the appraisal, and this marketplace value may be considered along with the appraised value in establishing the reasonable limits of assistance.

If City believes that the negotiation price is a better indication of market value yet it is higher than the appraised value, a detailed and well-documented statement of this difference must be submitted, together with a formal request for a cost increase. This

statement must explain why the appraisal did not reflect the true value and what steps City took to establish the true value through acceptable appraisal technique.

## **VI STATEMENT OF DIFFERENCE IN VALUE**

If the property is to be purchased for less than the approved fair market value, City must submit a letter to County signed by seller acknowledging that the seller was aware of the approved fair market value and that the seller's decision to sell at less than fair market value was made of his/her own free will.

## **VII REAL PROPERTY ACQUISITION PROCEDURES**

City may designate City staff or a third party as the "Acquisition Specialist" that will assist with the acquisition of the subject property. A list of this individual's qualifications and credentials relating to real property acquisition shall be provided to the Conservation Futures Program Manager to assure the designated acquisition specialist is qualified to participate.

## **VIII CONTINGENCIES**

The duty of County to pay out funds under this contract depends on:

- A. Strict compliance by City with the terms of this contract, and;
- B. Available funds in County's Conservation Futures Account.

## **IX ACQUISITION PERIOD**

The term of this project shall run from the date of funding approval by the Board of County Councilors until December 31, 2021. City must complete the acquisition within this term.

The Board of County Councilors may extend the acquisition period at its discretion. To secure an extension, City shall send written notice to the Conservation Futures Program Manager, acting as program staff for the Board of Councilors, at least thirty days prior to the end of the acquisition period. The notice shall state the need for an extension and explain the reasons for the request. The program manager shall notify City of the Board's decision within thirty days of receipt of the request, or as soon thereafter as is practicable.

Any project that has not been completed within the acquisition period, and for which no extension has been granted, shall be considered withdrawn and allocated funds shall become available for other projects.

City agrees to notify the Conservation Futures Program Manager of any circumstances or events during the acquisition period (such as an owner indicating he is no longer a willing seller) which will cause the termination of efforts to acquire the subject property.

City, on forms provided, will advise Clark County at least once every six months of their acquisition progress.

City shall obtain, and submit for review by County, a title insurance policy for the acquired land. County shall review all easements, restrictions, and other encumbrances that appear in the policy to assure that they do not impact, to an excessively negative degree, the Conservation Futures purposes for which the land is to be acquired. Clark County will not release funds for land purchases until this requirement is met.

#### **X DURATION OF INTERLOCAL AGREEMENT**

This agreement shall remain in effect in perpetuity, except as otherwise provided for in the "Acquisition Period" section of this agreement.

#### **XI RELATIONSHIP OF PARTIES**

The Clark County Board of Councilors imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farm land, timber land, and certain classifications of park property. This project, however, is sponsored by the City of Camas and not Clark County. The purpose of this agreement is to provide City monetary assistance, which will enable it to complete the project described herein. In return for monetary assistance, County requires that a Deed of Right to the County, as shown in Appendix B, be recorded by City at closing of the acquisition to ensure that the acquired land is managed consistent with the purposes articulated in this agreement. County will not acquire any ownership interest in the subject property by virtue of this agreement, nor will County assume any responsibility for improving or managing the property.

City shall be responsible for the management of this project within the terms and conditions of this agreement. Furthermore, Clark County shall not become party to any contract between the Contracting Party and others by reason of having entered into this agreement.

#### **XII OTHER ORGANIZATIONS**

No separate legal or administrative entity shall be created by this agreement.

#### **XIII PERFORMANCE**



City agrees to manage the subject property in a manner consistent with the legislative declarations and objectives set forth in RCW 84.34.010-020 and RCW 84.34.200-250 and in Chapter 3.24 of the Clark County Code. Moreover, City recognizes that boards of county councilors are the only legislative authority empowered to impose the Conservation Futures levy and that the Board of Clark County Councilors, having done so, has the responsibility to assure proper use and administration of the Conservation Futures Fund and has a corresponding interest in the management of all properties acquired with the fund. Therefore City shall operate and maintain the subject property as follows:

- A. The property and any improvements to the property shall be kept safe and clean.
- B. City shall make reasonable effort to control nonconforming uses, such as hunting in wildlife preserves and sanctuaries.
- C. Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards.
- D. City shall submit to the Conservation Futures Program Manager any plans for improving the subject property to assure statutory compliance and consistency with the Conservation Futures Project Application attached as Appendix \_\_\_\_\_. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, the plans for which, in any event, should be submitted to the program manager, include but are not limited to picnic tables, viewpoints, rest areas, docks, benches, boat launches, restrooms, and parking lots. Work shall not commence without written approval from the Conservation Futures Program Manager. Though County shall be given the opportunity to review plans for improvements, this should not be construed to mean that County shall participate in the funding of improvements.
- E. City shall submit to the Conservation Futures Program Manager any proposals for lease-back agreements, as provided in RCW 84.34.210 easements, rights-of-way, or other conditions or restrictions which limit the use of or alter the character of the subject property. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in City's project application at the time of funding approval. City shall not conclude any such agreement without written consent of the Conservation Futures Program Manager.
- F. The property shall be kept open for public use at reasonable hours and times of year. County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and

the existence of leaseback or other agreements that might properly limit public access.

- G. The property shall be open for the use of all segments of the public without restriction because of the race creed, color, sex, religion, national origin or residence of the user.
- H. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, as to prevent undue deterioration that would discourage public use.
- I. City should operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

#### **XIV USER FEES AND CHARGES**

User or other types of fees may be charged in connection with areas that are the subject matter of this contract, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

#### **XV CONVERSION**

City for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall record a Deed of Right to County upon closing, and dedicate the property to be acquired under terms of this agreement in perpetuity for the public's use and enjoyment and to promote the purposes of Conservation Futures.

The City will not make or permit to be made any use of the real property described in this agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in City's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. County shall approve any such conversion only upon conditions where City can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

#### **XVI REMEDIES**

In the event the City fails to comply with any or all of its obligations under this agreement, County stipulates that specific performance shall be the remedy preferred

by County.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to County. County may choose to exercise any and all other remedies available, together with, or as an alternative to, specific performance, at the option of County.

## **XVII    REPORTS AND INSPECTIONS**

City, in cooperation with the Conservation Futures Program Manager, shall prepare a final report upon completion of this project or its early termination for presentation to the Board of Clark County Councilors. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is terminated early, the report shall provide a full explanation of the reasons for not completing the project. City also agrees to provide interim status reports to the Conservation Futures Program Manager every six months during the acquisition period.

Property and improvements acquired under terms of this agreement shall be available for inspection by the Conservation Futures Program Manager, or his designee, upon request. As a matter routine, Clark County shall conduct an on-site inspection approximately once a year to assure that the property is being operated, maintained, and used in accordance with this Contract.

## **XVIII   ASSIGNMENT**

This agreement shall not be assignable in whole or in part by the City except with the express written consent of the Board of Clark County Councilors.

## **XIX    HOLD HARMLESS**

City agrees to defend and hold harmless Clark County, Washington, the Board of Clark County Councilors and any employees thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of use, improvements, operation, or management of the subject property.

**XX      NOTICES**

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

A. Notice to Clark County

TO: Conservation Futures Program Manager  
Clark County Public Works Department  
Parks and Lands Division  
4700 NE 78<sup>th</sup> Street  
Vancouver, Washington 98665

B. Notice to the Camas

TO: Jerry Acheson  
Parks and Recreation Manager  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

Jerry Acheson serves in the capacity of Parks and Recreation Manager for the City of Camas and has been designated as the City's liaison officer for the purposes of this agreement.

Attest: \_\_\_\_\_  
Scott Higgins, Mayor

\_\_\_\_\_  
\_\_\_\_\_

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
Rebecca Tilton  
Clerk to the Board

APPROVED AS TO FORM, ONLY  
Anthony F. Golik  
Prosecuting Attorney

BOARD OF COUNTY COUNCILORS  
FOR CLARK COUNTY, WASHINGTON

By: \_\_\_\_\_  
Marc Boldt, Chair

By: \_\_\_\_\_  
Amanda Migchelbrink  
Deputy Civil Prosecutor

By: \_\_\_\_\_  
Jeanne Steward, Councilor

By: \_\_\_\_\_  
Julie Olson, Councilor

By: \_\_\_\_\_  
John Blom, Councilor

By: \_\_\_\_\_  
Eileen Quiring, Councilor

CITY OF CAMAS

By: \_\_\_\_\_  
Scott Higgins, Mayor

# DEED OF RIGHT

## ***For Public Use of Land Acquired Under the Clark County Conservation Futures Program***

The City of Camas, \_\_\_\_\_, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 324 of the Clark County Code, and in fulfillment of terms contained in the Interlocal Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described below forever for those purposes described in the Interlocal Agreement signed by the City of Camas on the \_\_\_\_ day of \_\_\_\_\_ and by Clark County on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and which is entitled \_\_\_\_\_. Project # \_\_\_\_\_.

The City of Camas will not make or permit to be made any use of the real property described in is deed, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the City's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the City of Camas can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

The real property covered by this deed is described in Exhibit A attached hereto and is incorporated by this reference.

This deed shall in no way modify or extinguish the functions of the signatory parties under the terms and conditions set forth in the aforementioned interlocal Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_

Mayor: - City of Camas - \_\_\_\_\_  
Scott Higgins

Approved as to Form, Only  
Anthony F. Golik  
Prosecuting Attorney

BY \_\_\_\_\_ Attest: \_\_\_\_\_  
Amanda Migchelbrink Rebecca Tilton  
Deputy Civil Prosecutor Clerk to the Board



## Conservation Futures Project Application / Summary

FUNDING CYCLE [2017]

**SUBMITTAL DATE:** June 14, 2017

**PROJECT NAME:** Lacamas Lake North

### **SPONSOR INFORMATION**

Organization Name: Camas Parks and Recreation Department

Agency Address: 616 NE 4<sup>th</sup> Avenue, Camas, WA. 98607

Agency Jurisdiction: City of Camas

Contact Name: Jerry Acheson, Department Manager

Contact Phone: (360) 834-5307, EXT 5

Contact E-Mail Address: jacheson@cityofcamas.us

### **PROJECT LOCATION**

Property Address(es) and Tax Identification Numbers:

#### ***Camas-Washougal Wildlife League***

Property address: 811 SE Leadbetter Rd., Camas, WA 98607

Mailing address:

Tax ID: 117898-000

#### ***CJ Dens Lacamas I LLC***

Property address: SE Leadbetter Rd., Camas, WA

Mailing address: P.O. Box 2239, Vancouver, WA, 98625

Tax ID: 117905-000

#### ***Mills Family LLC***

Property address: 114 NE Leadbetter Rd., Camas, WA 98607

Mailing address: 4699 Leasure Rd., Mt. Hood, OR 97041

Tax ID: 177884-000, 986032-101 (within setback), 177903-000 (within setback), 175720-000 (within setback)

#### ***Jo Hagerud Rose***

Property address: 215 SE Leadbetter Rd, Camas, WA 98607

Mailing address: PO Box 853, Camas, WA 98607

Tax ID: 175721-000



***Edward and Jacqueline Buma***

Property address: 23405 NE 9<sup>th</sup> St, Camas, WA 98607

Mailing address: same

Tax ID: 175772-000

**Major Street / Intersection Nearest Property Access Point:** SE Leadbetter Road which provides access to unimproved parking lot on CJ Dens parcel at WDFW boat launch. All parcels line SE Leadbetter Rd.

**Property Description (type of land use):**

***Camas-Washougal Wildlife League***

C/W Wildlife League property consists of forested uplands (about 50%), open field, clubhouse, owner-occupied mobile home that serves as caretaker's residence

***CJ Dens***

CJ Dens consists of undeveloped uplands with mixed mature forest and a graded parking lot;

***Mills Family LLC***

Mills family property is forested.

***Jo Hagerud Rose***

Rose property is used for agriculture and open space.

***Edward and Jacqueline Buma***

Buma property consists of wetlands and forested uplands.

Section:34, 27 Township:2N Range: 3E

**EXISTING CONDITIONS**

Number of Parcels: 7

Addition: Yes

Total Project Acres: 70 acres of new acquisition (plus 26 acres included in set aside per agreement with developer)

Zoning Classification(s): C/W Wildlife League: CC; CJ Dens: R-7.5; Mills: MF-10, OS, CC; Rose: R-12; Buma: MF-18

Existing Structures/Facilities (No. / Type):

C/W League: Clubhouse and mobile home (owner occupied caretaker).

CJ Dens: Graded parking lot that serves WDFW boat launch

Mills: 3 structures, including Pittock-Leadbetter House

Rose: Barn

Buma: unknown





Current use: Wildlife League property has been used for target shooting and club member meetings and other events. CJ Dens has annual lease with WDFW to use parking lot to support boat launch on Lacamas Shoreline. (City owns boat launch site.) Mills property is forested but under contract with developer, likely to be converted to residential development. Rose property is used as agricultural land, primarily for grazing, and as open space, including walking trails. Buma property is forested.

- ☒ Watershed Name: Lacamas Creek (HUC 12), Washougal River (HUC 10), Lower Columbia – Sandy (HUC 8)
- ☒ Waterfront Access and type: City of Camas owns narrow strip between Leadbetter Road and Lake; shoreline access for motorized and non-motorized boats, fishing, picnicking, etc.
- ☒ Body of Water: Lacamas Lake
- ☒ Shoreline (lineal ft.): Roughly 3,820 lineal feet on Lacamas Lake
- ☒ Historical / Cultural Features: Pittock-Leadbetter House
- ☒ Owner Tidelands/Shorelands: City of Camas owns portion of shoreline. Mills and Rose are also shoreline owners. DNR owns bed of lake.
- ☒ Active Agriculture; ☐ Currently leased for agriculture: Not applicable
- ☐ Threatened / Endangered species present: None identified to date
- ☒ Utilities on property (list all known): electric
- ☒ Potable water available on site: X Well; ☐ Water Service; ☐ Is there a water right?

**SITE DESCRIPTION** (Discuss physical characteristics of proposed acquisition):

This project will acquire all or a portion of 7 adjoining parcels totaling 70 acres on north side of Lacamas Lake. The CJ Dens property consists of mixed-mature forested uplands and a graded parking lot that serves the WDFW boat launch on Lacamas Lake. The Camas-Washougal Wildlife League property consists of forested uplands, a vacant field, clubhouse, and mobile home that serves as a caretaker's residence. The Mills property is largely forested. However, it contains the historical Pittock Leadbetter house, another house and a garage, all located along SE Leadbetter Road. The Rose property is utilized by the Rose family for grazing and passive recreation. The Buma property included in the project area is forested and contains wetlands. The city of Camas will acquire the Wildlife League property by donation and will purchase the CJ Dens, Mills, Rose and Buma properties. These acquisitions will become part of a major regional park and open space system that surrounds the lake and totals over 800 acres. This proposal is consistent with a variety of comprehensive parks and open space plans, including the County's Conservation Areas Acquisition Plan; Trails and Bikeway Systems Plan; city of Camas's Parks Recreation and Open Space Plan; Lacamas Corridor Master Plan; and Portland-Vancouver Bi-State Regional Trail System Plan.

The Wildlife League property w

**PROPOSED DEVELOPMENT IMPROVEMENTS:**

This site will serve as a primary trailhead and recreational use area on the north shore of Lacamas Lake. Vehicular traffic will end at this location and Leadbetter Road will become a regional trail corridor for bicycling; hiking, jogging, and similar activities. Future development will include concessions for canoes, kayaks, bikes, food, and other amenities; picnic facilities;



trailheads and trails; water access; viewpoints, fishing piers, and children's play areas. These features will be integral parts of the 7-mile trail system that surrounds Lacamas Lake; and regional and community extensions on the north uplands.

**PROPOSED USES ON SITE:**

This site will support a variety of recreation activities including biking, hiking, jogging, swimming, and fishing. This site will provide a primary trailhead on the north side of Lacamas Lake. Vehicular traffic will end at this location, and it will be an entrance point to a major network of water-oriented and land-based regional trails.

**PROJECT PARTNERS:**

☒ For purchase, list names: City of Camas, Clark County, Camas-Washougal Wildlife League (property donation), Columbia Land Trust, and Washington State Recreation and Conservation Office (potential matching grants)

☒ For use of site, list names: City of Camas will be lead agency for acquisition, development, maintenance and operation

**TYPE OF INTEREST:**

Warranty Deed: X Easement:

Other (please describe):

Project requires relocation of residents: ☐ Yes ☒ No

**PROJECT COST:**

Estimated Total Cost: \$4,780,000

Estimate Based on: Comparable Sales. Staff estimates

Will other agencies/groups contribute to project? X Yes ☐ No

Name of Contributor: City of Camas: \$1,500,000 (Budgeted funds). Camas-Washougal Wildlife League: \$700,000 (Land Value)

Amount of Contribution: \$2,200,000.

Total Estimated Request from Conservation Futures: \$2,580,000

☐ Attach separate sheet with all anticipated: See attached.

☐ Revenues for project, including donations, in-kind services, grants, partnerships, and other contributions

☐ Expenses for project, including permits, fees, staff time,



**PROJECT MAINTENANCE PLAN** (brief summary of maintenance approach): The city of Camas will be lead agency for maintenance and management of the project site. City crews already maintain several recreation sites in the Lacamas corridor. These include Fallen Leaf Lake, Lacamas Heritage Trail, Camas Community Center and Boat Launch, and south shore open space.





INFLOW & INFILTRATION (I & I) PROJECTS  
MILL DITCH SEWER REPLACEMENT

WORK COMPLETED THROUGH 1/8/18

\$ 269,800.00

MATERIAL ON HAND

\$ 78,603.00

TOTAL COST TO DATE

\$ 348,403.00

PROPOSED MILL DITCH WORK 2018

\$ 104,000.00

RECOMMENDED SCOPE

\$ 452,403.00

DALLAS STREET SEWER REPLACEMENT 2018

\$ 224,000.00

STAFF RECOMMENDED I & I PROJECTS TOTAL

\$ 676,403.00

2017 I & I REPAIR BUDGET

\$ 450,000.00

2018 I & I REPAIR BUDGET

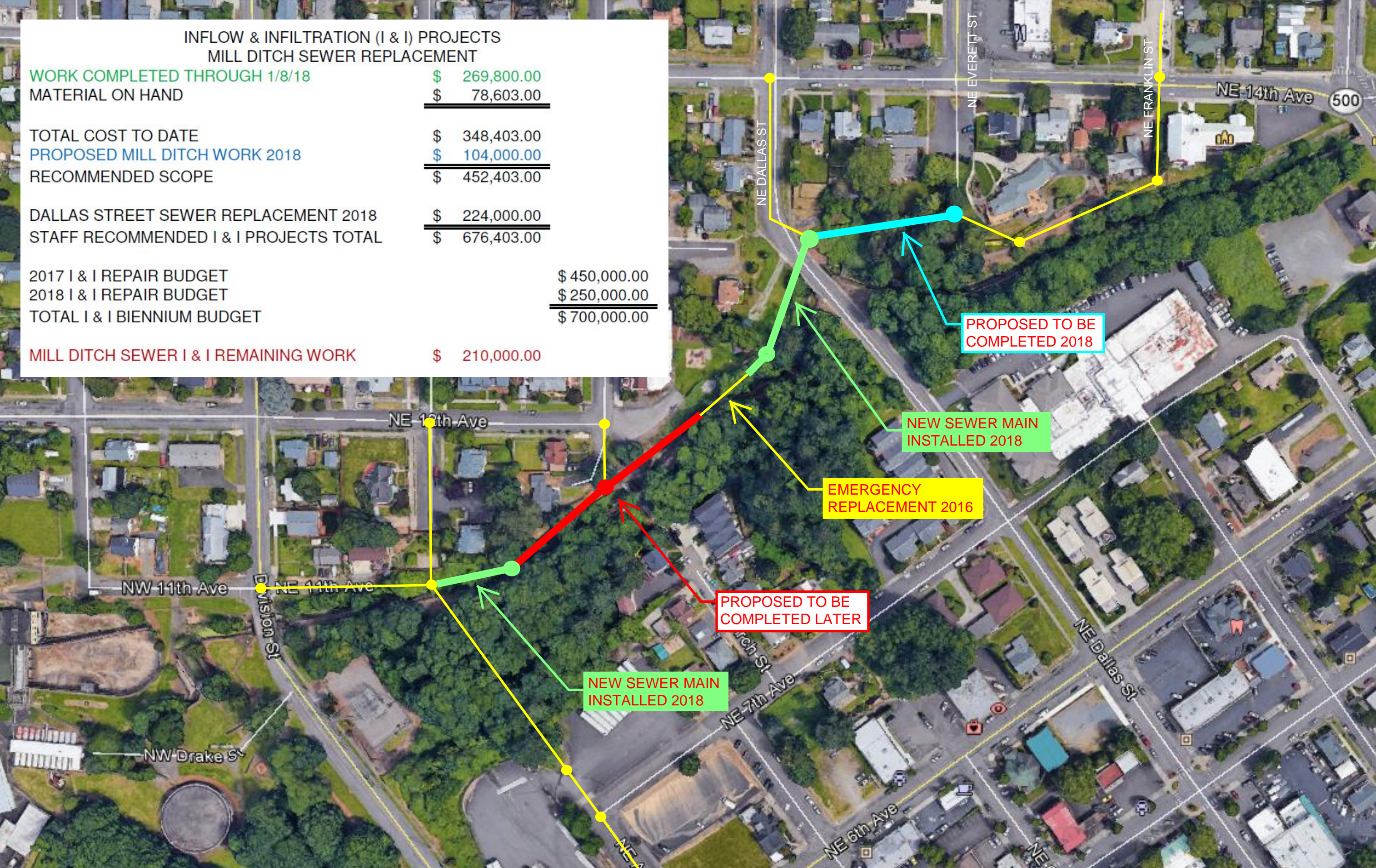
\$ 250,000.00

TOTAL I & I BIENNIUM BUDGET

\$ 700,000.00

MILL DITCH SEWER I & I REMAINING WORK

\$ 210,000.00





November 6, 2017

Mr. Sam Adams  
Utilities Manager  
City of Camas  
1620 SE 8th Ave  
Camas, WA 98607

Subject: **Well 6/14 Water Transmission Main Scope**

Dear Mr. Adams:

We are pleased to present this proposal to provide engineering design services for the Well 6/14 Water Transmission Main project. The objective of the project is to provide engineering and planning services to allow for the replacement of this transmission main segment. The following is a detailed breakdown of the project scope.

## **PROJECT UNDERSTANDING**

Our understanding of the project is as follows:

- Currently, the City is not able to operate both Wells 6 and 14 simultaneously as a result of the undersized transmission main between Well 14 and the connecting 24-inch transmission main.
- The intent of the design is to hydraulically size the proposed transmission main so that it can accommodate simultaneous pumping capacities from Well 6 and Well 14. The future operating capacity of Well 6 is 1,500 gallons-per-minute (gpm). When combined with Well 14, the desired capacity is 2,500 gpm.
- A SEPA checklist will be required because the transmission main will be greater than 8-inches in diameter.

## **SCOPE OF SERVICES**

### **Task 1 – Project Management**

**Task 1.1 – Project Administration.** Includes project correspondence, contract management, invoicing, budgeting, and scheduling.

**Task 1.2 – Meetings.** Includes four meetings and/or site visits in Camas.

*Task 1 Deliverables:* Invoicing, Project updates, Project schedule



## **Task 2 – Pre-Design Tasks**

**Task 2.1 – Review Available Background Documents.** Review record drawings, design reports, GIS information, and any water master plan documents provided from the City.

**Task 2.2 – Base Mapping.** Existing survey work completed in this area will be supplemented as required to show extents of the corridor and property boundaries. The survey will include surface features, utilities, survey control, legal boundaries, tree mapping, and topography. Survey will be in State Plane coordinates. The surveyed corridor will be widened to allow for some variation in the pipeline alignment (see attachment).

**Task 2.3 – Field Verify Utilities.** After receipt of the survey, a site visit will be completed to verify surveyed conditions and surface features. Potholing recommendations will be provided to the City.

**Task 2.4 – Hydraulic Analysis.** Based on desired capacities and other associated issues such as chlorine contact time, perform a hydraulic analysis and recommend the proposed pipe diameter. Identify any other relevant considerations/concerns or areas for additional analysis if required.

**Task 2.5 - Alignment Verification.** Based on all of the information gathered, and preliminary recommendations from the critical areas review, propose a transmission main alignment and any sensible alternatives on a PDF exhibit to the City.

*Task 2 Deliverables:* Base Map, Recommended Diameter, Recommended Alignment

## **Task 3 – 30% Design Submittal**

**Task 3.1 – 30% Level Design Plans.** Develop preliminary drawings to the 30% design level of completion. The drawings will depict a firm plan view alignment, utility crossings, significant valves or fittings, and any services or connections.

**Task 3.2 – Construction Cost Estimate.** Prepare a 30% level cost estimate identifying the significant cost factors and quantities.

*Task 3 Deliverables:* Plans, Cost Estimate

## **Task 4 – 90% Design Submittal**

**Task 4.1 – 90% Level Design Plans.** Develop the drawings to a 90% level of completion. The plans will include a confirmed alignment, profile, connections, fittings, and details.

**Task 4.2 – Special Provisions.** Provide special provisions to the latest edition of the Washington State Department of Transportation (WSDOT) standard specifications. Provide any supplemental specifications if required.

**Task 4.2 – Construction Cost Estimate.** Prepare a 90% level cost estimate identifying the significant cost factors and quantities.

*Task 4 Deliverables:* Plans, Special Provisions, Cost Estimate

### **Task 5 – Bid Set Design Submittal**

**Task 5.1 – Draft Bid Set.** Develop the plans, special provisions, and cost estimate to 100% level completion. Incorporate review comments from the previous submittal stage.

**Task 5.2 – Final Bid Set.** Finalize the plans, special provisions, and cost estimate for bidding purposes. Incorporate review comments from the draft submittal stage.

*Task 5 Deliverables:* Draft Bid Set, Final Bid Set

### **Task 6 – Permitting Services**

#### **Task 6.1 –Critical Areas Research and Site Assessment**

Clark County GIS data indicates the potential presence of critical areas within the transmission line alignment including geologic hazards (erosion hazard areas, steep slopes) and fish and wildlife habitat (priority habitat buffers and riparian habitat conservation areas). For this effort BergerABAM will conduct the following tasks:

- Research published information including, but not limited to, the National Wetlands Inventory, Washington Department of Fish and Wildlife, Natural Resources Conservation Service, and Washington Department of Natural Resources to determine the potential presence of critical areas meeting the definition provided for within the Camas Municipal Code at the project site.
- Conduct one 4-hour field visit to confirm the presence of critical areas.
- Prepare a draft and final memorandum documenting the critical areas research and field visit.

#### **Task 6.2 – SEPA Checklist**

A State Environmental Policy Act (SEPA) checklist is required because the water transmission line exceeds the exempt threshold of eight inches for utility lines (WAC 197-11-800). For this task BergerABAM will conduct the following:

- Prepare and submit a SEPA checklist for the project that documents the environmental impacts of the proposal, including any mitigation measures recommended to reduce impacts to non-significant levels.

- Conduct a, 60-minute coordination phone call with the City to obtain information relevant to the completion of the SEPA checklist.
- Provide the draft SEPA checklist to the City's utilities manager for review in electronic (Microsoft Word) format.
- Prepare a final SEPA checklist and submit it to the City's Community Development Department for formal review and notification.

### **Task 6.3 – Archaeological Predetermination**

According to CMC 16.31.070(A), an archaeological predetermination is required for projects which require ground disturbance and are mapped within an area with high probability of archaeological artifacts. Clark County GIS data indicates that the proposed water transmission main alignment is located in an area with high archaeological probability; therefore, an archaeological predetermination will be required. For this task, BergerABAM will contract Archaeological Services, LLC to complete or provide the following, in accordance with the City of Camas' predetermination requirements:

- Archaeological Services, LLC will provide a qualified professional archaeologists to complete the City's predetermination requirement.
- A thorough review of records, documentation, maps, and other pertinent literature shall be performed.
- Subsurface investigation shall be performed when considered necessary by the archaeologist.
- The completed predetermination report shall be submitted to DAHP, to the tribes, as well as the City.

### *Task 6 Assumptions/Exclusions/Required Information*

- Preparation of responses to questions in the checklist will involve coordination with the City based on the 30% design level plans (Task 3).
- The City will be the lead agency and will make the SEPA threshold determination.
- The City is responsible for SEPA notice and review.
- Only minor revisions to the SEPA checklist will be required after submittal to the Community Development Department.
- SEPA review by the City will result in a determination that impacts are not significant.
- If present, critical areas, will not be impacted and a critical areas report will not be required. If review under this task determines that critical areas reports are necessary, a scope and fee addendum will be required for the completion of this work.
- Two BergerABAM natural resource scientists will visit the project site for the critical areas site assessment. A cultural resources predetermination will be completed and used to inform the applicable section of the SEPA checklist.
- Archaeological Services, LLC have been contracted to complete the City's archaeological predetermination process; further archaeological work, if required by the City, will require a scope extension.



- No site plan review or other permits are required.
- One round of review by the client of the draft SEPA checklist and critical areas memorandum.

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

- One 4-hour field visit
- Draft and final critical areas memorandum
- Draft and final SEPA checklist
- Two, 60-minute coordination phone calls with the City staff

#### **Task 7 – Construction Support**

**Task 7.1 – RFI and Submittal Response.** Respond to Contractor Requests for Information (RFI) during bidding and construction (up to 5 RFI's). Review Contractor material submittals and provide responses.

**Task 7.2 – Site Visits and Meetings.** Attend three site visits and/or meetings during construction to include a construction punchlist.

**Task 7.3 – Record Drawings.** Provide final record drawings to the City based on redline markups from the Contractor.

*Task 7 Deliverables:* RFI Response, Punchlist, Record Drawings

#### **Assumptions**

- Subconsultant services such as geotechnical investigation are not included.
- A 1200C Construction NPDES is not required for this project.
- The hydraulic analysis is limited to this segment of pipeline up to the connection locations.
- Design related to the groundwater pumping systems or chlorination system is not included.
- The City will manage coordination and acquisition activity for any easement related activity. Preparation of legal easement documents is not included.
- The survey does not include the exact northern boundaries where they abut the river. Private utility locates are not included.
- Scope assumes that coordination with the Department of Health is not required.
- The City will prepare all “front-end” contract documents for bidding.
- The proposed transmission alignment will not be located in shoreline jurisdiction.
- The Construction Support task is limited to RFI response, submittal reviews, and periodic meetings. Items such as construction administration, bid reviews, inspection, and contractor payments, are not included.

## **SCHEDULE**

The schedule for these tasks is estimated to be no longer than 16 weeks including City review. BergerABAM will provide a proposed project schedule after Notice to Proceed is given.

## **FEE ESTIMATE**

We propose a not-to-exceed budget of \$78,649. This fee will be accrued on a time and materials basis. If you agree with this proposal, please incorporate this scope of work into City contracting documentation, or sign in the space provided below and return to us electronically or in hardcopy form. BergerABAM will forward our standard terms and general conditions if needed.

Thank you for the opportunity to provide this proposal and we look forward to working with you. Should you have any questions or comments about this proposal, please call me at 503/872-4121 or email me at [dan.johnston@abam.com](mailto:dan.johnston@abam.com).

Sincerely,



Dan Johnston, PE  
Project Manager



Tom Wilcox, PE  
Vice President

## **ACCEPTED BY CITY OF CAMAS**

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Signature

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Name (Printed)

---

Title

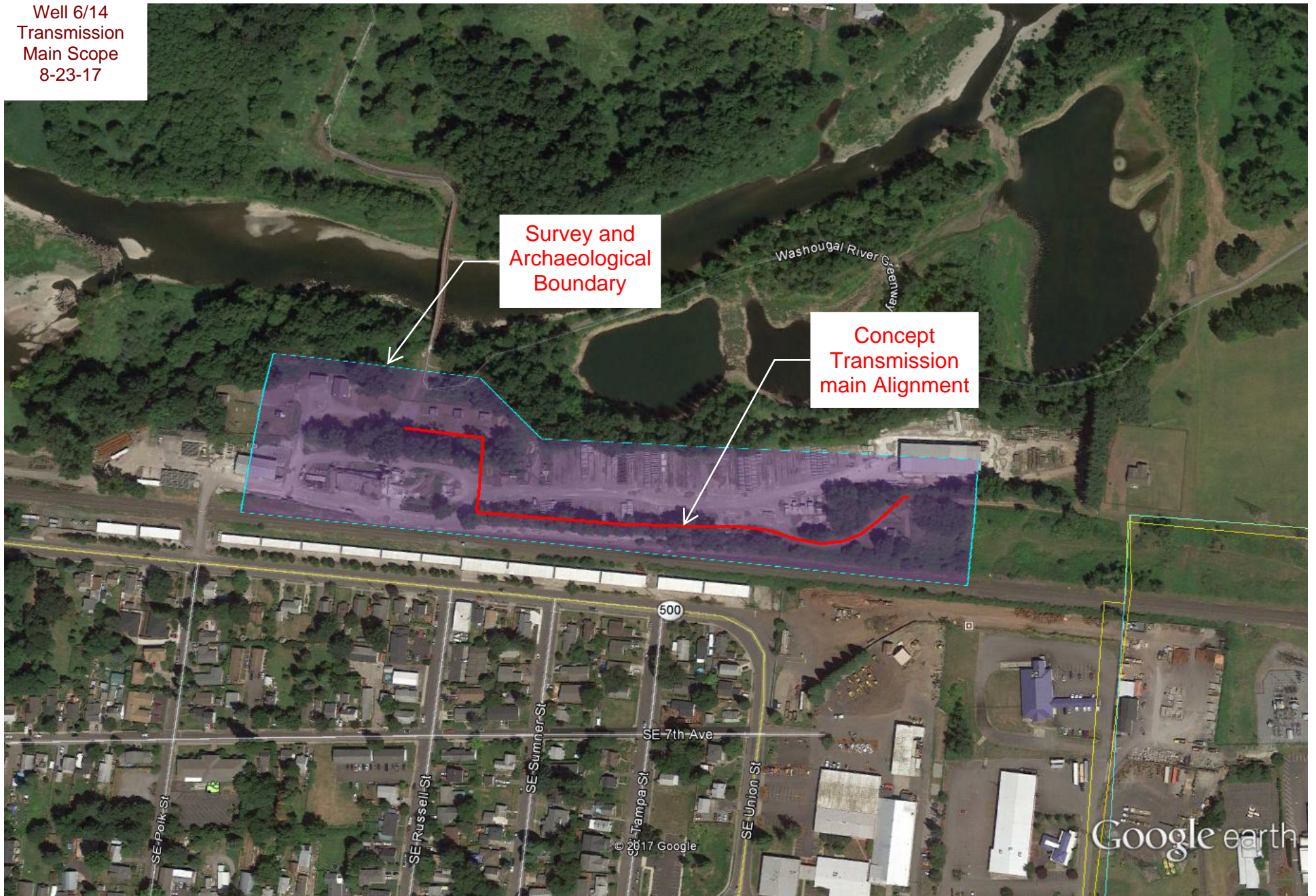
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Date

<div> <div>- FEE ESTIMATE -</div> <div>  </div> </div>														
Title: Well 6/14 Water Transmission Main														
Date: 11/6/2017														
TASK	TASK DESCRIPTION	Staff Designation												
		Senior Project Manager	Environmetal Scientist	Environmetal Scientist	Senior Planner	Planner	Specification Writer	Project Manager	Senior Project Engineer	Engineer/ Designer	Dept Coordinator	Technical Editor	Word Processing	
		Brian Carrico	Dustin Day	Allison Kinney	Ethan Spoo	Ryan Crotty	Tim de Boer	Dan Johnston	Dan Shafar	Dustin Briggs	Emily Lewis	Madeleine Dulemba	Laura Townsend	Totals
		\$210.00	\$131.76	\$82.50	\$131.97	\$84.51	\$130.68	\$173.88	\$151.38	\$123.60	\$67.80	\$101.00	\$76.59	
1	Project Management							44	6					\$8,559.00
1.1	Project Administration							32						\$5,564.16
1.2	Meetings (4)							12	6					\$2,994.84
2	Pre-Design Tasks							6	16	32				\$7,420.56
2.1	Review Background Documents							2	8					\$1,558.80
2.2	Base Mapping							4		4				\$1,189.92
2.3	Field Verify Utilities								2	4				\$797.16
2.4	Hydraulic Analysis								2	8				\$1,291.56
2.5	Alignment Verification								4	16				\$2,583.12
3	30% Design Submittal							4	14	68	2			\$11,355.24
3.1	30% Level Plans							2	12	60	2			\$9,715.92
3.2	Construction Cost Estimate								2	8				\$1,291.56
3.3	QA/QC							2						\$347.76
4	90% Design Submittal						18	2	18	68	2			\$13,965.24
4.1	90% Level Plans							2	12	60	2			\$9,715.92
4.2	Special Provisions						16		4					\$2,696.40
4.3	Construction Cost Estimate								2	8				\$1,291.56
4.4	QA/QC						2							\$261.36
5	Bid Set Submittal						6	4	8	48	2			\$8,759.04
5.1	Draft Bid Set						4	2	4	32				\$5,431.20
5.2	Final Bid Set						2		4	16	2			\$2,980.08
5.3	QA/QC							2						\$347.76
6	Permitting Services	2	4	24	8	32						5	5	\$7,575.07
6.1	Critical areas Research and Memorandum		4	16								2	2	\$2,202.22
6.2	SEPA Checklist			8	8	32						3	3	\$4,952.85
6.4	QA/QC	2												\$420.00
7	Construction Support							4	28	16				\$6,911.76
7.1	RFI and Submittal Response							2	12					\$2,164.32
7.2	Site Visits and Meetings (3)							2	12					\$2,164.32
7.3	Record Drawings								4	16				\$2,583.12
	Expenses													\$298.32
\$ 0.535	Mileage													\$171.20
	Misc Expenses													\$100.00
10%	Administrative Fee													\$27.12
	Subconsultants													\$13,805.00
	Olson Engineering													\$10,000.00
	Archaeological Services LLC													\$2,550.00
10%	Administrative Fee													\$1,255.00
	TOTAL FEE	\$420	\$527	\$1,980	\$1,056	\$2,704	\$3,136	\$11,128	\$13,624	\$28,675	\$407	\$505	\$383	\$78,649.23



Well 6/14  
Transmission  
Main Scope  
8-23-17



Google earth

feet  
meters



**WALLIS ENGINEERING**  
**EXHIBIT A-SCOPE OF WORK**  
**CITY OF CAMAS**  
**CROWN VIEW PLAZA PUMP STATION IMPROVEMENTS**

December 12, 2017  
WE#1444A

**PROJECT DESCRIPTION AND GENERAL SCOPE**

The City of Camas has requested that Wallis Engineering (Wallis) assist them with upgrades to an existing pump station known as the Crown View Pump Station. The pump station is located adjacent to the property of 3228 NW Ivy Lane and was originally constructed in 1979 with a major rehabilitation/reconstruction effort taking place in 1997. The City's primary concern for this station is capacity and reliability. Currently, during storm events the pump station is operating past its firm capacity. A list of some of the issues the City would like to address is as follows:

- Pumps are likely undersized and require evaluation.
- Runoff has eroded soil along the east side of the pump station, flooded the neighboring property's garage, and is likely flowing into the wetwell. The City would like to address stormwater issues in and around the pump station.
- The driveway approach, site paving, fencing, and landscaping are deficient.
- There is currently water service stubbed out on the site, the City would like to add a meter, backflow prevention device, and yard hydrant.
- Wet wells need to be coated and groundwater leaks fixed.
- A safety grate is needed for worker protection when the vault lid is open.
- The City would like to install a flow meter.
- The City would like the rehabilitated pump station to be able to transmit data (such as pump status and wetwell levels) back to the wastewater treatment plant via a cellular modem telemetry system.
- The City would like to evaluate the existing generator which may be undersized and has little sound attenuation.
- The City would like to replace the primary wetwell level sensor with an ultrasonic level transducer, as well as install backup level sensors.
- The control panel needs to be upgraded so that it operates in a sensible manner and unnecessary parts are removed. The City would like the rehabilitated control panel to include a PLC-based controller which will be compatible with the new telemetry system.
- The influent pipe into the wetwell causes unnecessary turbulence and needs to be evaluated.
- The City would like the bypass pumping setup to be modified to be less cumbersome for operators.

This scope of work addresses the professional services necessary to assist the City with the identification of options to correct the aforementioned deficiencies, assessment of those options, and selection of a preferred upgrade plan. Work will include a brief memorandum, the design of the preferred upgrades, and assistance with construction phase services.

**CONTRACT DURATION:** Contract term shall be from the date contract is fully executed until December 31, 2018

## **SPECIFIC SCOPE OF WORK**

### **Task 1 Project Management and Administration**

This task includes providing comprehensive project management to ensure the project scope, schedule, and budget are satisfied. Project management tasks shall include preparation and ongoing maintenance of a project schedule to satisfy deadlines established with the City, as well as preparation of monthly invoices and status reports. City staff will be kept informed of work status as deadlines approach.

#### ***Task 1 Deliverables:***

- Final scope and schedule
- Monthly status and pay requests

### **Task 2 Pre-Design**

This task includes meeting with the City to define project goals, reviewing existing data, performing a survey, performing a hydraulic analysis of the existing pump station, and completing a pre-design memorandum, which will include proposed rehabilitation alternatives.

- 2.1 Define Project Objectives and Design Criteria.** This subtask includes Wallis and R&W Engineering (R&W) meeting with City Staff to review project objectives, identify design criteria, and visit the site (primarily for R&W since Wallis has already visited the site).
- 2.2 Review Existing Data.** Review as-built drawings, pumping records, system maps, and other background information provided by the City.
- 2.3 Field Survey and Base Drawings.** Minister and Glaeser Surveying will conduct a topographic survey of the area, including surrounding stormwater facilities, which will be drafted into CAD base drawings to be utilized for project design.
- 2.4 Hydraulic Analysis.** Wallis will evaluate pump run-time data, estimate pump flow rates based upon draw-down tests, and evaluate rainfall data to estimate average dry weather, average wet weather, and peak wet weather flow conditions. That information will be used to estimate future design flows assuming infiltration and inflow (I&I) will remain constant. We will also review the I&I report for the basin and assess whether or not our assumptions regarding I&I are correct.
- 2.5 Pre-Design Memorandum.** A pre-design memorandum will be prepared summarizing the alternatives and identifying a preferred alternative. The draft memorandum will be discussed at a meeting with City staff and will be finalized following City review and comment.

#### ***Task 2 Deliverable:***

- Meeting minutes from Subtask 2.1
- Electronic copy of pre-design memo discussed in Subtask 2.5

#### ***Task 2 Assumptions:***

- Pre-design cost estimates will be prepared for only two design alternatives
- One meeting will be held at City offices for Subtask 2.1, as well as for Subtask 2.5
- One site visit will be made by R&W
- Pump station data such as run times and flows will be provided by the City
- The sizing of pumps and related electrical equipment will be based on most recent flow data, which include I&I
- The pre-design memo will outline criteria that will form the basis of detailed design
- It is assumed that no more than two design alternatives will be presented in the pre-design memo



### **Task 3            Design**

This task includes developing contract documents for procurement/bidding of the project based on the design criteria established during pre-design.

- 3.1      50% Design Package.** Design plans at the 50% design level will be prepared and submitted for City review. A 50% construction cost estimate will also be submitted. A meeting will be held with City staff to discuss review comments.
- 3.2      90% Design Package.** Based on City input from the 50% design package, a design package at the 90% design level will be prepared and submitted for City review. The package will include 90% plans and specifications. A 90% construction cost estimate will also be submitted. A meeting will be held with City staff to discuss review comments.
- 3.3      Final Design Package.** Based on City input from the 90% design package, final plans, specifications, and a master set of signed contract documents including the City's front end documents will be provided to the City in PDF format. A final engineer's opinion of cost will also be submitted.

#### ***Task 3 Deliverable:***

- Meeting minutes from the 50% and 90% design review meetings
- Submittal packages at the 50%, 90% and final milestones in electronic format
- Final bid ready contract documents in electronic (PDF) format
- AutoCAD drawings in electronic format

#### ***Task 3 Assumptions:***

- Correcting stormwater issues will not require the need for a detailed stormwater analysis
- No I&I mitigation will be incorporated into the design aside from that found at the pump station site
- Specifications will be in CSI format
- One meeting will be held at City offices for Subtask 3.1, as well as for Subtask 3.2

### **Task 4            Bidding Services**

Wallis Engineering will provide bidding services to the City which shall include attending a pre-bid meeting in Camas, responding to bidder's questions, and preparing addenda, as required. The apparent low bidder's documents, bonds, and licenses will be reviewed prior to presenting a bid award recommendation to the City.

#### ***Task 4 Deliverable:***

- Addenda if required (2 assumed)

#### ***Task 4 Assumptions:***

- The City will be responsible for preparing bid tabs
- City will pay advertising fees directly

### **Task 5            Construction Services**

Wallis Engineering will provide construction engineering support as requested by the City of Camas. It is assumed that the City will lead inspection efforts and Wallis will provide support services that include attending a pre-construction meeting, reviewing equipment submittals, and periodic inspection of the work.

#### ***Task 5 Assumptions:***

- Wallis will attend one pre-bid meeting
- Wallis will attend up to two weekly construction meetings
- Wallis will make up to two site visits

- Electrical submittals shall be provided in one complete package. “Piece-meal” submittals may require additional time to review which may require additional fee.
- Scope of work excludes programming of PLC, OIT and/or SCADA modifications. R&W Engineering can provide these services, if desired. A separate proposal/fee can be provided, if requested.

P:\14\1444A CROWN VIEW PS REHAB\100 AGREEMENT\102 WORKING DOCS\PRIME\1444A EXHIBIT A SCOPE.DOCX



**Agreement**  
**Exhibit B- Fee Estimate**  
**City of Camas - Crown View Pump Station Improvements**  
**WE #1444A**  
December 2017

TASK		Wallis Engineering Staff Estimated Hours												Staff Cost	Expenses		Subconsultants		Total Cost
		QC	SE	E1	E2	E3	E4	E5	E6	Insp.	T1	TW	C1						
		\$206	\$177	\$162	\$149	\$131	\$110	\$95	\$80	\$91	\$100	\$90	\$75						
Task 1	Project Management and Administration			2		8							16	\$2,572					\$2,572
	<b>TASK 1 SUBTOTAL</b>	<b>0</b>		<b>2</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>16</b>	<b>\$2,572</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,572</b>
Task 2	Pre-Design																		
2.1	Define Project Objectives and Design Criteria			2		3							1	\$792	\$17 (M)			\$560	\$1,369
2.2	Review Existing Data					8			16				1	\$2,643					\$2,643
2.3	Field Survey and Base Drawings								2		4			\$590			\$4,800		\$5,390
2.4	Hydraulic Analysis			1		8			16					\$2,730					\$2,730
2.5	Pre-Design Memorandum			1		8			8				2	\$2,120				\$2,900	\$5,020
	<b>TASK 2 SUBTOTAL</b>	<b>0</b>		<b>4</b>	<b>0</b>	<b>27</b>	<b>0</b>	<b>42</b>	<b>0</b>		<b>4</b>	<b>0</b>	<b>4</b>	<b>\$8,875</b>	<b>\$17</b>		<b>\$4,800</b>	<b>\$3,460</b>	<b>\$17,152</b>
Task 3	Design																		
3.1	50% Design Package			2		20			28		34		2	\$9,154	\$17 (M)			\$6,750	\$15,921
3.2	90% Design Package			2		20			28		24		8	\$8,604	\$17 (M)			\$6,750	\$15,371
3.3	Final Design Package			2		16			24		16		16	\$7,500	\$50 (P)			\$2,000	\$9,550
	<b>TASK 3 SUBTOTAL</b>	<b>0</b>		<b>6</b>	<b>0</b>	<b>56</b>	<b>0</b>	<b>80</b>	<b>0</b>		<b>74</b>	<b>0</b>	<b>26</b>	<b>\$25,258</b>	<b>\$84</b>		<b>\$0</b>	<b>\$15,500</b>	<b>\$40,842</b>
Task 4	Bidding Services					4			8		2		2	\$1,634		(P)			\$1,634
	<b>TASK 4 SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>\$1,634</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,634</b>
Task 5	Construction Services			2		8			24				2	\$3,802		(P)		\$11,570	\$15,372
	<b>TASK 5 SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>\$3,802</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,570</b>	<b>\$15,372</b>
	<b>GRAND TOTAL</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>103</b>	<b>0</b>	<b>154</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>0</b>	<b>50</b>	<b>\$42,141</b>	<b>\$101</b>	<b>\$0</b>	<b>\$4,800</b>	<b>\$30,530</b>	<b>\$77,572</b>

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Fee Summary.

<b>FEE SUMMARY</b>			
Staff	Hours	Rate	Fees
QC - Quality Control	0	\$206	\$0
SE - Senior Engineer	0	\$177	\$0
E1- Engineer 1(PM)	14	\$162	\$2,268
E2 - Engineer 2	0	\$149	\$0
E3 - Engineer 3	103	\$131	\$13,493
E4 - Engineer 4	0	\$110	\$0
E5- Engineer 5	154	\$95	\$14,630
E6 -Engineer 6	0	\$80	\$0
Inspector	0	\$91	\$0
T1 - Technician 1	80	\$100	\$8,000
TW- Technical Writer	0	\$90	\$0
C1 - Clerical 1	50	\$75	\$3,750
<b>Total Fees from Staff</b>			<b>\$42,141</b>
Subconsultant			Fees
M&G			\$4,800
R&W			\$30,530
<b>Total Fees from Subconsultants</b>			<b>\$35,330</b>
<i>NOTE: Fee includes 10% markup</i>			
Expenses			Cost
Printing (P)			\$50
Mileage (M)			\$51
<b>Total Fees from Expenses</b>			<b>\$101</b>
<b>TOTAL BUDGET</b>			<b>\$77,572</b>

# **INTERGOVERNMENTAL AGREEMENT FOR TRANSFERRING WATER SATELLITE SYSTEM**

## **BETWEEN**

### **CITY OF CAMAS AND CLARK PUBLIC UTILITIES**

THIS AGREEMENT (Agreement), entered into by and between City of Camas, a Washington Municipal Corporation, (City) and Clark Public Utilities, a Washington Municipal Corporation, and collectively referred to herein as “the Parties.”

WHEREAS, Clark County and the water purveyors within Clark County conduct capital facilities and land use planning under the Growth Management Act (RCW Chapter 36.70A); and

WHEREAS, RCW Chapter 70.116, Public Water System Coordination Act, and WAC 246-293-250 require development of a Coordinated Water System Plan, including establishment of service area boundaries; and

WHEREAS, the designation of service area boundaries facilitates efficient planning and delivery of water services within Clark County, ensures that unnecessary duplication of service is avoided, and provides predictability to the water purveyors, Clark County, and citizens using water services; and

WHEREAS, the designation of service area boundaries will assure that water reserved for public water supply is used in the future in an efficient and planned manner; and

WHEREAS, the designation of service area boundaries for the City of Camas and Clark Public Utilities have been established and the Mountain Glen Class A satellite water system currently operated by Clark Public Utilities is located in the Camas Water Service Area as depicted on the attached Exhibit A; and

WHEREAS, the Green Mountain Planned Residential Development (PRD) is an approved Subdivision in the City of Camas that is located adjacent to the Mountain Glen Subdivision and satellite water system as also depicted on the attached Exhibit A; and

WHEREAS, the water source for the Mountain Glen satellite water system is located on property owned by the Green Mountain PRD and the Green Mountain PRD developer has requested of Clark Public Utilities and the City that the well be decommissioned on condition that another adequate and lawful source(s) can be provided; and

WHEREAS, pursuant to RCW Chapter 39.33, municipalities and political subdivisions of the State of Washington may transfer their real and personal property to another municipality or political subdivision under such terms mutually agreed upon between the parties; and

WHEREAS, Clark Public Utilities' Commissioners approved a transfer of the Mountain Glen satellite water system depicted in Exhibit A in a public meeting held on -----, 2018; and

WHEREAS, the City of Camas City Council accepted the Mountain Glen satellite water system in a public meeting held on -----, 2018; and

WHEREAS, by transferring such satellite water system, Clark Public Utilities is relieved of the obligation and expense of operating and maintaining such system and the City acquires assets and customers from such transfer, but also incurs the obligation of the satellite water system's operation; and

WHEREAS, since the transfer of the satellite water system mutually benefits both Parties, no monetary compensation to either party is provided for in this Agreement.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained the undersigned parties hereto agree as follows:

1. Service Area Boundaries. The Parties acknowledge that the map identifying the service area boundaries attached to this Agreement as Exhibit A, accurately identifies the Parties' future water service areas. The Parties agree that there are currently no service area conflicts between the City and Clark Public Utilities.
2. Satellite System Management Program. Clark Public Utilities operates and maintains the Mountain Glen Class A satellite water system within the Camas Service Area and identified on the attached Exhibit A. This system includes a water source, a distribution system, and individual customer meters.
3. Reliability and Fire Safety. The Parties note that the Satellite System has a low-producing well that can compromise fire safety. Increasing reliability for water supply to the area served by the Satellite System and enhancing fire suppression capabilities will benefit the developed property at these sites.
4. Transfer Satellite System. Pursuant to this Agreement, Clark Public Utilities will transfer its interest in the Satellite System to the City. This transfer includes the existing supply well, distribution system, associated water rights, and all Clark Public Utilities real property interest and personal property associated with the System. The transfer of the Satellite System also includes the assumption by the City of the obligation to operate and maintain the Satellite System upon the effective date of the transfer. The transfer of the Satellite System mutually benefits both parties; therefore, there will be no exchange of money for this transaction.

5. Schedule of Satellite System Transfers. Transfer of the Mountain Glen satellite system shall occur when the following conditions for water quality and reliability have been met and the City provides formal written notice to Clark Public Utilities:
  - a. A Camas water distribution main along Ingle Road and NE 199<sup>th</sup> Avenue is installed and an approved connection is made to the existing water main in NE 48<sup>th</sup> Circle.
  - b. The existing Mountain Glen satellite system well and all associated appurtenances are properly decommissioned and the watermain from the well site to the system in NE 48<sup>th</sup> Circle is abandoned.

The effective date of the transfer shall be sixty (60) calendar days after the aforementioned written notice is given. Each transfer may take place separately.

6. Customer Relations. To preserve customers' confidence in their present and future water service and to maintain communication with customers, Clark Public Utilities, 45 days prior to transfer of the system, shall provide written notice of the transfer to their affected customers. The affected customers shall be informed that the existing interim system is temporary and a new water supply shall be provided from the City. The City will also concurrently send pertinent information to the customers concerning the transfer. Clark Public Utilities and City information may be combined in a single mailing packet for convenience.
7. Rates and Charges. Upon the effective transfer to the City, per Camas Municipal Code 13.36.010 customers within the transferred satellite system area shall pay water rates equal to the rates established for "outside" City of Camas customers, using the same rate schedule as provided to other similar customer classes located outside the City Limits. It is agreed that customers within the transferred satellite system have already paid for their share of, or are vested in, the existing system and shall not be required to pay any System Development Charges to the City upon the transfer date.
8. Transfer of Liabilities. The City will assume liabilities for operating the Satellite Systems on the effective date of the transfer as provided herein and will collect the payments for such service thereafter. Clark Public Utilities will transfer its accounts receivable from Satellite System customers on the date of transfer. City will remit to Clark Public Utilities payments collected for service prior to the date of the transfer.
9. Transfer of Lands that Support Well Fields. It is not the intent of the City to maintain ownership or sell its acquired interest in the existing lands that support each well field after decommissioning of the well system and related facilities. Each parcel that supports a well field shall be quit claimed to the property owner on which the well field and supporting facilities is located on.

10. Indemnification.

- a. Clark Public Utilities agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, arising out of, or in connection with, or incident to, Clark Public Utilities' operation of the Satellite Systems prior to the effective date of the transfer, as provided for herein. This indemnification shall not apply to liability arising from City's negligence or willful misconduct.
- b. City agrees to indemnify, defend, save and hold harmless Clark Public Utilities, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, arising out of, or in connection with, or incident to, City's operation of the Satellite Systems after the effective date of the transfer, as provided for herein. This indemnification shall not apply to liability arising from Clark Public Utilities' negligence or willful misconduct.
- c. Clark Public Utilities and City specifically acknowledge that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the broadest scope of indemnity permitted by law is provided.

IN WITNESS WHEREOF, the parties have executed this Agreement at Camas, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CLARK PUBLIC UTILITIES

CITY OF CAMAS

\_\_\_\_\_  
Wayne Nelson/General Manager

\_\_\_\_\_  
Scott Higgins, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:

Approved as to form:

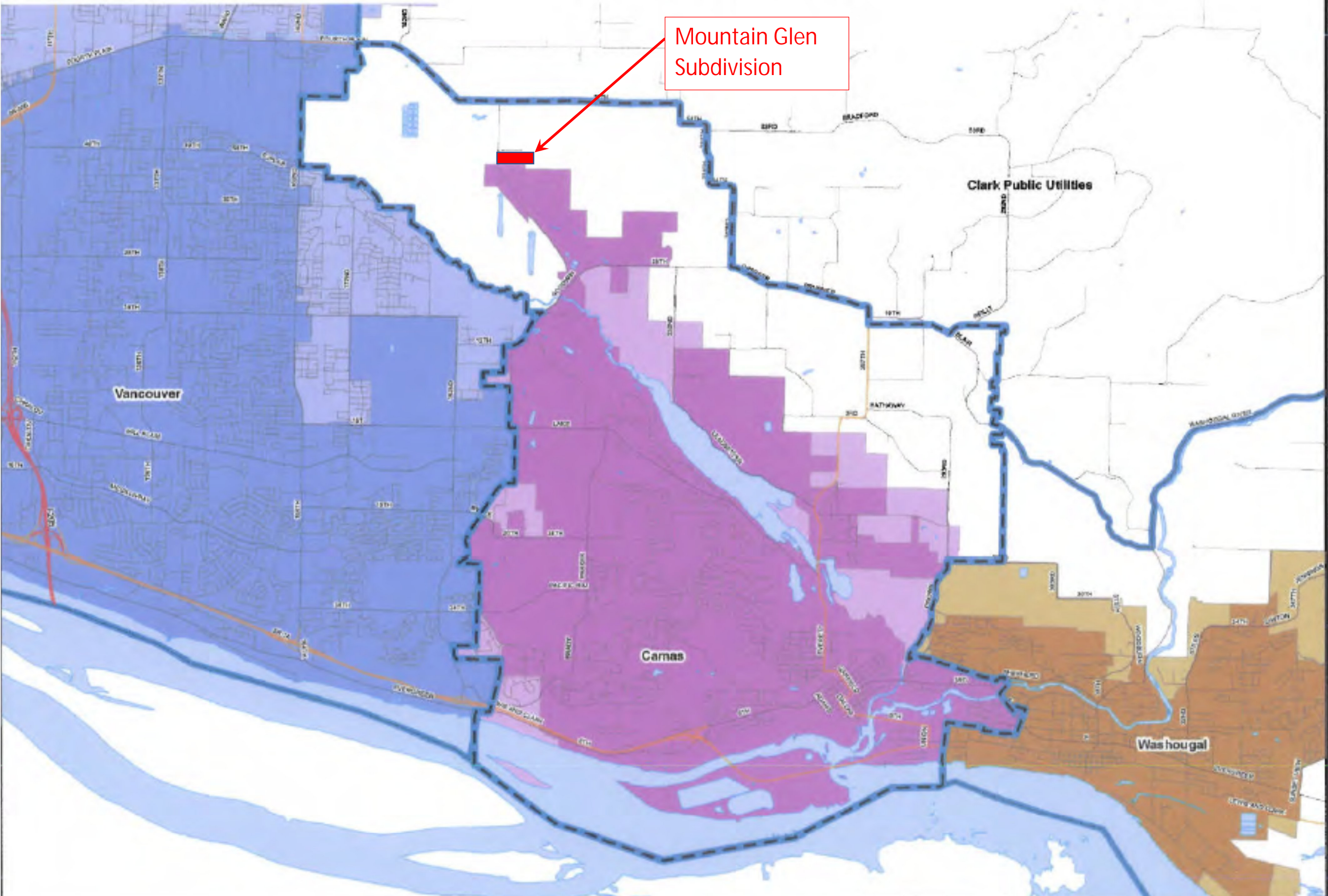
\_\_\_\_\_  
John Eldridge, Legal Counsel

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



Camas Water Service Area

Mountain Glen  
Subdivision



- Interstate
- State Route
- Interstate Ramp
- State Ramp
- Arterial
- Minor
- DNR
- Water Service Area
- City of Battleground
- City of Battleground UGA
- City of Camas
- City of Camas UGA
- City of LaCenter
- City of LaCenter UGA
- City of Ridgefield
- City of Ridgefield UGA
- City of Vancouver
- City of Vancouver UGA
- City of Washougal
- City of Washougal UGA
- City of Woodland
- City of Woodland UGA
- City of Yacolt
- City of Yacolt UGA
- Clark County Silver
- Clark County







## MEMORANDUM

TO: City Council

FROM: Jennifer Gorsuch, Administrative Services Director

RE: Remote Meeting Participation

January 16, 2018

From time to time, the question regarding remote meeting participation has surfaced from staff as well as a Planning Commission member.

Remote participation in meetings has been deemed a permissible practice for a governing body under the Open Public Meetings Act. Certain criteria must be met such as:

- Governing body has given permission
- Member's voice can be heard by all present at meeting, including the public
- Member can hear all that is stated at the meeting
- Member can participate effectively in the meeting

If a governing body decides to allow participation by telephone or video, it is advisable to authorize that in the body's governing rules, including the circumstances by which it is allowable. Written rules that set forth these circumstances should be created and should include guidelines.

Some possible guidelines include:

- limit the number of times allowable in a year
- extraordinary circumstances only
- whether it is acceptable for an extended period of time due to illness
- applicable to all governing bodies or Council only

Attached is a listing of some agencies in Washington who do have rules allowing for remote participation. Also attached are a few samples from those agencies. This is provided for general information and discussion purposes.

Staff would like direction on whether or not Council would like us to proceed with drafting up such rules for consideration and approval.

## CLARK COUNTY

Jurisdiction	Response
Battle Ground	Tele / video conferencing is permitted upon the approval of the Mayor when a council member is unavailable to be present during the meeting due to illness or away due to vacation or business. Only one member may conference in during a meeting.
C-Tran	<a href="https://www.c-tran.com/images/Board/Policies/PBD-022.pdf">https://www.c-tran.com/images/Board/Policies/PBD-022.pdf</a>
La Center	Council members are allowed to participate in City Council meetings via speaker phone. (They do not have any code or procedures that specifically pertain to it)
Ridgefield	They have not had the need to go electronic or remote method for meetings
Washougal	Electronic attendance for Council members

## WASHINGTON CITIES

Jurisdiction	Response
Anacortes	Section 4.3 <a href="https://www.anacorteswa.gov/DocumentCenter/View/5072">https://www.anacorteswa.gov/DocumentCenter/View/5072</a>
Bonney Lake	Council rules provide an option for remote attendance in 'extraordinary circumstances'. <a href="#">BLMC 2.04.580</a> Only the Planning Commission – includes similar language in their bylaws <a href="#">ARTICLE VI - VOTING</a>
Bothell	Policy for remote participation for Council only
Issaquah	Civil Service Commission Only: 4.08 QUORUM Two members of the Commission shall constitute a quorum, and the concurrence of two members shall be required for any action. If not available in person, no more than one member of the commission may attend by phone, video conference or other electronic means that allows all attendees present to hear and be heard.
Lake Forest Park	Policy for remote participation for Council only
Langley	Policy for remote participation for Council only



Legal Counsel will attend all Board meetings unless excused, and will, upon request, give an opinion, either written or oral, on legal questions. The Legal Counsel shall decide all questions of interpretations of these rules and any other parliamentary questions that may arise at a Board meeting.

Other staff and consultants will attend Board meetings upon request of the Executive Director/CEO to provide information and respond to questions.

**Telephonic/Electronic Meetings.** From time to time, a Board Member will not be able to be physically present at a Board meeting. The procedure and guidelines for permitting a Board Member to attend a Board meeting via alternative electronic means (including, but not limited to speakerphone, video call, or video chat) are as follows:

- A. Attendance via alternative electronic means should be the rare exception, not the rule, and is limited to two (2) times per year per Board Member. Examples of situations where attendance by alternative means would be appropriate include, but are not limited to:
  - a) An agenda item is time sensitive, and attendance by alternative electronic means is needed for a quorum;
  - b) The Alternate for the Board Member is unable to attend.
  - c) The Board Member is either a Clark County Commissioner or Non-Voting Labor Representative, who usually do not have designated alternates.
- B. Attendance - Procedure
  - 1. The Board Member attending via alternative electronic means:
    - a) Must attend the entire meeting;
    - b) Must be able to hear all discussions taking place;
    - c) Must be heard by all Board Members and the public when speaking;
    - d) Should have all meeting materials, including visual aids (i.e. PowerPoint presentations), must be made available to the caller prior to the start of the meeting; and
  - 2. The Chair (or presiding officer, if the Chair is not physically present) should state for the record:
    - a) Let the record reflect that Board Member \_\_\_\_\_ is attending via speakerphone.
    - b) Board Member \_\_\_\_\_, can you hear me? [There must then be a clearly audible response in the affirmative.]
    - c) Let the record reflect that Board Member \_\_\_\_\_, who is attending via speakerphone, can be heard by all present in meeting room.

### C. Notification

3. If a Board Member wishes to attend a Board meeting via alternative electronic means, the Board Member should notify the Board of his or her intent at the Board meeting prior to the meeting for which they wish to attend via alternative electronic means. This notification should be made during Board Communications.
4. If notification at the prior meeting is not possible, the Board Member should notify the Chair, Executive Director/CEO, and Clerk of the Board of his or her wish to attend a Council meeting via alternative electronic means not later than the business day prior to the Board meeting for which he or she wishes to attend via alternative electronic means. With less notice, it may not be possible to make the necessary arrangements.

**Robert's Rules of Order.** Meeting conduct, decorum, and procedures not provided for in these rules shall be governed by Robert's Rules of Order, newly revised.

**Electronic Communications.** Board Members shall not send or receive electronic communications concerning any matter pending before Board during a Board Meeting.

Board Members shall not use electronic communication devices to review or access information regarding matters not in consideration before Board during a Board Meeting.

To ensure focus on the discussions during meetings, Board Members should only use the internet during meetings to access Board agenda packet information, board resource documents, including but not limited to Board Policies, C-TRAN Bylaws, Robert's Rules of Order, or other research relevant to the discussion.

In deference to the Board meeting at hand, Board Members should make every effort to refrain from sending or receiving electronic communication of a personal nature during Board Meetings, though it may sometimes be necessary to send or receive very urgent/emergency family or business communications during meetings.

### **SECTION 3 AGENDA**

**Agenda Content.** Board business meeting agendas will generally contain the following categories:

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO AND APPROVAL OF THE AGENDA

**1.4 Electronic Attendance:** Occasionally, a Councilmember will not be able to be physically present at a meeting, but will want to be involved in the discussion and/or decision on a particular agenda item. The procedure and guidelines for permitting a Councilmember to attend a meeting via speakerphone, video or the latest technology is contained here.

**1.4.1 Procedure:**

- 1.4.1.1** At least 24 hours prior to the starting of a meeting, the Councilmember must advise the City Clerk of the desire to attend via an electronic source to allow for preparation of the technology necessary to have them attend electronically.
- 1.4.1.2** The Councilmember attending electronically must be able to hear all speakers in the meeting room, and all persons in the meeting room must be able to hear the Councilmember. The audio components should be audible to all persons in the meeting room.
- 1.4.1.3** When the particular agenda item is ready to be discussed, the Presiding Officer should state and ask for the record:
- a. "Councilmember \_\_\_\_\_ is attending via (STATE THE TECHNOLOGY) for Agenda Item No. \_\_\_\_\_, relating to \_\_\_\_\_."
  - b. "Councilmember \_\_\_\_\_, can you (see and) hear me?" (There must then be a clearly audible response in the affirmative)
  - c. "Can the Council and City Clerk (see and) hear Councilmember \_\_\_\_\_?"
  - d. Upon Conclusion of the particular agenda item, the Presiding \_\_\_\_\_ Officer \_\_\_\_\_ should state: "Councilmember \_\_\_\_\_, discussion of Agenda Item No. \_\_\_\_\_ has concluded."

Each agenda item being attended electronically shall be introduced and acknowledged in the same manner as set forth above.

After all agenda items being attended electronically have been concluded, the Presiding Officer should state for the record:

- a. "Councilmember \_\_\_\_\_, thank you for your attendance via (STATE TECHNOLOGY USED). The remote connection will now be terminated."
- b. "Let the record reflect Councilmember \_\_\_\_\_'s attendance via (STATE TECHNOLOGY USED) has been terminated."

It is recognized that the hands of decision makers should not be tied unnecessarily. Unexpected circumstances may arise wherein observance of the "Three-Touch Rule" is impractical. However, when unusual circumstances arise which justify a "first discussion" decision, the persons requesting the expedited decision should also explain the timing need. The "Three-Touch Rule" excludes staff reports and other general communications not requiring a future Council decision.

#### **4.2 City Staff – Attendance at Meetings**

Attendance at meetings by City staff shall be at the discretion of the Mayor. It is the intent of the Council that the Mayor schedule adequate administrative support for the business at hand, while protecting the productive capability of department heads. When sound system or other monitoring capabilities exist, the City Administrator may allow personnel to utilize time in their offices or other areas while waiting for the item of business for which appearance before the Council is required.

#### **4.3 Administrative Presentations and Briefings**

In order to enhance public understanding of complex issues being presented, City Administration is encouraged to include the use of visual communication tools whenever possible.

#### **4.4 Special Council Meetings**

Special meetings shall be called as provided in the Open Public Meetings Act and as otherwise required by RCW. Special meetings will be strictly limited to time-sensitive matters that cannot be accommodated within regular business meetings or work/study sessions. The notice of a special meeting shall identify the agenda item(s). The notice of meeting shall suffice as the meeting's agenda.

#### **4.5 Public Notice**

Notice of all meetings and hearings shall be provided as required by the Open Public Meetings Act and as otherwise required by the RCW and Lake Forest Park Municipal Code (LFPMC). Notice of regular, special and study session meetings, along with draft agendas, shall be posted on City bulletin boards designated for public notice, any public library located in the City, Third Place Commons and the City website.

#### **4.6 Use of Recycled Products**

Material provided to the Council shall meet the City requirements for recycled content. The Council will be provided a container for recycling waste in the Council Chambers.

#### **4.7 Remote Participation**

A Councilmember may participate and vote telephonically or via other electronic means in all or part of a regular or special council meeting if the following conditions are met:

- A. The majority of the Council membership consents and such consent shall not be unreasonably withheld; and
- B. All persons participating in the meeting are able to hear each other at the same time, such as by the use of a speaker phone, computer speaker or other amplification; and
- C. Any technical prohibitions or difficulties that prevent all parties present at the Council meeting from adequately hearing and speaking to each other shall be addressed immediately; and

- D. The Councilmember participating telephonically or via other electronic means bears any costs of such participation but may use the communications equipment owned by the city at City Hall without charge.

#### **4.8 Council Meetings Open to the Public**

Council differentiates among five types of public meetings: (1) committee meetings; (2) work/study sessions (and single-issue workshops); (3) business meetings; (4) goal-setting retreats; and (5) public meetings, forums and town halls. All meetings of the Council and of any Committees thereof shall be open to the public, except as provided for in [RCW 42.30.110](#) or [RCW 42.30.140](#).

#### **4.9 Council Committees**

Council Committees are a part of the governance structure that extends the reach of the Council and makes it effective between meetings. Council Committees are established to inform and educate the Council on existing City programs and issues, to provide an opportunity to explore the implications of policy alternatives as part of the policy development process, and to serve in an advisory capacity to the Council in reviewing policy matters referred to them by the Council, and such other matters as the Council, by simple majority vote, may direct. The Committees shall have no power or authority to commit the City or to take any binding action on their part without the express authorization of the Council. The Committees shall be concerned primarily with policy matters and matters vested in the legislative body of the City and shall not become involved in the administration of the City government.

- A. All Council Committee meetings shall be open to the public and posted at City Hall per the Open Public Meetings Act. Participation by Councilmembers not named to the Committee, the Mayor, other public officials and the public shall be at the discretion of the Chair of the Committee.
- B. It is the responsibility of the Chair of the Committee to notify the City Clerk of the date, time and place of any Council Committee meeting, and to provide a committee agenda at least seven calendar days prior to committee meeting. The City Clerk will arrange for notice to be conveyed to the public, the Mayor and all Councilmembers.
- C. The Mayor will work with the Chair of each committee to assign staff to support Committee deliberations. The Chair of each Committee will report on their deliberations and recommendations to the Council after each Committee meeting.
- D. Council may change membership of Committees by majority consent.
- E. The following Council Committees and Committee responsibilities are hereby established:
  - 1. **Council Committee of the Whole:** All seven Councilmembers serve on the Committee of the Whole. The Council Chair shall chair the Committee. The Committee considers policy issues of concern to the entire Council, with the exception of issues of specific concern to other Council Committees that are charged with specific responsibilities, such as the Budget and Finance Committee.

The Committee of the Whole may send legislation and policy issues for final action by the Council during a Council business meeting.

The Committee is responsible for the Council's annual work program, rules procedures and organization for council operations and city governance, the City's

**2.06.065 Meetings – Attendance from remote location.**

A. Purpose. The council, recognizing the benefits of fullest practicable attendance and participation by its members, by the mayor, by city staff, by the city attorney and by others, allows for attendance from remote location(s) through use of electronic means including but not limited to such two-way communication methods as speakerphone, Skype, or other media that provide full audio or audio and visual capability. In certain circumstances including emergencies it may be necessary for one or more members of the council to attend from remote location(s) in order to have a quorum.

1. For purposes of voting by a member (or members) of the council, such attendance from remote location(s) shall be considered the equal of being physically present in the council chamber. If the mayor attends by remote means, he/she may participate in discussions, but the mayor pro tempore if physically present in the chamber shall be the presiding officer to best facilitate an orderly and efficient process.
2. In the case of executive sessions, the council may permit participation from remote location(s) by the above alternative means only when the council on a case-by-case basis considers such participation to be necessary and the council is confident in the security of such remote communications.
3. Attendance from remote location(s) is intended to be an alternative and relatively infrequently used method for participation by members of the council.

B. Protocol and Procedures. In all meetings involving remote attendance, the presiding officer shall inform all present in the council chamber of the intent to initiate a remote communication.

1. The presiding officer shall confirm and announce to all that all present in the chamber and in the remote location(s) can clearly hear all other parties and (as appropriate) clearly see visual content as will be presented. The clerk shall record such confirmation.
2. With such confirmation, members of the council – whether they are in the chamber or at remote location(s) – constituting a majority may approve the use of remote communication for the entirety of the meeting or for a specified portion thereof.

3. If the council by a majority approves use of remote communication for only a specified portion of any meeting, the presiding officer shall announce same and, at the end of the specified section, shall clearly announce to all the close of the remote communication and shall order that the connection be stopped. The attendance of the remote party shall be at an end. The clerk shall record the beginning and ending times of each such remote communication.

4. In the event that the remote communication link is broken or significantly degraded such that it no longer meets the full requirements of this section, the presiding officer shall confirm the loss of service and announce the close of the remote attendance. The attendance of the remote party shall be at an end. The clerk shall record the time of such closure.

C. Requirements of the System(s). Any such communications systems utilized shall reliably permit all persons attending – whether they are physically in the council chamber or in remote location(s) – to be clearly heard by all others and to clearly hear all audio content of the meeting; and where applicable by the council’s determination, be clearly seen by all others and clearly see all visual content that is determined by the council to be crucial to the understanding of matters discussed. Systems used in the course of executive sessions shall be reasonably secure from unauthorized access.

D. Maintenance of Public Record. Audio and video recordings of proceedings under this section shall be maintained for the public record as required by law.

E. System Initiation, Training and Maintenance. In a reasonable time, the council shall make available appropriate funds and the mayor shall arrange for the acquisition and installation of all appropriate equipment, communication systems and software as shall be necessary to fulfill this section. The mayor shall also ensure the maintenance of such systems. The mayor shall also provide appropriate training to the council and to all staff who may participate in such meetings in accordance with this section. Systems, equipment and training for the purpose of this section shall from time to time be upgraded at the suggestion of the mayor and at direction of the council as technologies advance and city budgets allow. (Ord. 971A § 1, 2012)