



**CITY COUNCIL REGULAR MEETING AGENDA**  
**Monday, February 5, 2018, 7:00 PM**  
**City Hall, 616 NE 4th Avenue**

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NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

**I. CALL TO ORDER**


**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. PUBLIC COMMENTS**

**V. CONSENT AGENDA**

- A. Approve the January 16, 2018, Camas City Council Regular and Workshop meeting minutes. Approve the January 26 and 27, 2018 Annual Planning Conference meeting minutes.

 [January 16, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)  
[January 16, 2018 Camas City Council Regular Meeting Minutes - Draft](#)  
[January 26, 2018 Camas City Council Planning Conference Minutes - Draft](#)  
[January 27, 2018 Camas City Council Planning Conference Minutes - Draft](#)

- B. Approve the automated clearing house and claim checks as approved by the Finance Committee.

- C. Authorize the Mayor to sign an Interlocal Agreement with Clark County for Conservation Futures in the amount of \$2,580,000. The grant funds will be used to expand the Lacamas Corridor and greenway system and establish a link with the trail system that circles Lacamas Lake. (Submitted by Jerry Acheson)

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

- D. Authorize the Mayor to sign a professional services agreement with BergerABAM Inc. to provide design services for the Well 6 and Well 14 Pipeline Design in the amount of \$78,649.23.(Submitted by Sam Adams)

 [Consultant Services for Wells 6 and 14 Pipeline Design](#)

- E. Authorize the Mayor to sign a professional services agreement with Wallis Engineering to analyze and prepare upgrade plans for the Crown View Pump Station in the amount of \$77,572. (Submitted by Sam Adams)

 [Consultant Agreement Crown View Pump Station](#)  
[Crown View Pump Station Scope of Work and Fee Estimate](#)

- F. Approve Sewer System Development Charge credits in the amount of \$432,342 to be issued to the Green Mountain Planned Residential Development (PRD) Subdivision for completion of permanent improvements to the Goodwin Road (Basin 1) Sewer Lift Station installed in accordance with the City's General Sewer Plan and associated with Phase 1 of the PRD. (Submitted by Steve Wall)

 [Green Mountain Phase 1 Sewer System Development Charge Credit](#)

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

## **VI. NON-AGENDA ITEMS**

- A. Staff
- B. Council

## **VII. MAYOR**

- A. Announcements
- B. 2018 Citizen Appointments to Boards, Commissions and Committees

 [2018 Camas Mayor Appointment - Library Board of Trustees](#)

## **VIII. MEETING ITEMS**

There are no regular business items.

## **IX. PUBLIC COMMENTS**

## **X. EXECUTIVE SESSION**

- A. Property Acquisition

## **XI. 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.



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

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**I. CALL TO ORDER**

Mayor Scott Higgins called the meeting to order at 4:30 p.m.

**II. ROLL CALL**

Present: Greg Anderson, Bonnie Carter, Don Chaney, Deanna Rusch, Melissa Smith, Steve Hogan and Shannon Turk

Staff: Jerry Acheson, Sam Adams, Phil Bourquin, Pete Capell, James Carothers, Steve Durspek, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Scott Purkeypyle, Danielle Reynolds, Heather Rowley, Nick Swinhart, Connie Urquhart, Steve Wall and Alicia Pacheco (intern)

Press: No one from the press was present

**III. PUBLIC COMMENTS**

No one from the public wished to speak.

**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

 [CWEDA Update Presentation](#)

Paul Dennis reviewed the presentation and discussion ensued.

- 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

 [Draft Bicycle Helmet Ordinance](#)

Lackey reviewed the draft ordinance and responded to Council's questions. This item will be placed on the February 5, 2018, Regular Agenda for Council's consideration, following a public hearing.

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

 [Draft Ordinance Adopting RCW Chapter 69.50](#)

This item will be placed on the February 5, 2018, Regular Agenda for Council's consideration.

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

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

Acheson reviewed the item and discussion ensued. This item will be placed on the February 5, 2018 Consent Agenda for Council's consideration.

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 provided an explanation and recommended scoping change to Council.

Presenter: James Carothers, Engineering Manager

 [Mill Ditch Sewer Replacement Map](#)

Carothers reviewed the project and responded to questions from Council. Receiving no objections from Council, staff will proceed with the recommended

scoping change.

- 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

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

This item will be placed on the February 5, 2018 Consent Agenda for Council's consideration.

- 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

 [Consultant Services for the Crown View Pump Station](#)

This item will be placed on the February 5, 2018 Consent Agenda for Council's consideration.

- 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 reviewed the draft agreement with Council and provided additional background information relative to the proposed transfer.

Presenter: Steve Wall, Public Works Director

 [Intergovernmental Agreement with CPU for the Mountain Glen Water System](#)  
[Mountain Glen Water System Transfer Exhibit](#)

Wall summarized the agreement and discussion followed. This item will be placed on a future agenda for further discussion.

I. Public Works Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Steve Wall, Public Works Director

Wall commented about several projects, North Shore Sewer Transmission System, Forest Home Road and Columbia Palisades.

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 provided information regarding other agencies and discussed the option for Camas.

Presenter: Jennifer Gorsuch, Administrative Services Director

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

Gorsuch provided an overview and discussion ensued. Policy guidelines will be drafted for discussion at a future workshop.

K. Community Development Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Phil Bourquin, Community Development Director

Bourquin commented about the City/County meeting he attended. He will attend the Innovation Partnership Zone (IPZ) meeting.

L. City Administrator Miscellaneous Updates and Scheduling

Details: This is a placeholder for miscellaneous or scheduling items.

Presenter: Peter Capell, City Administrator

Capell reported that he and Mayor Higgins will attend the Association of Washington Cities (AWC) City Action Days in Olympia and have scheduled meetings with legislators.

Capell confirmed the Planning Conference is being held from 1:00 p.m. to 5 p.m. on Friday, January 26, and from 9:00 a.m. to 1 p.m. on Saturday, January 27.

## **V. COUNCIL COMMENTS AND REPORTS**

Turk commented about the C-TRAN meeting she attended and dog parks.

Chaney attended meetings for the Camas School District and the Clark Regional Emergency Services Agency (CRESA).

Hogan attended the Administrative Committee meeting and will attend meetings for CWEDA and the Georgia-Pacific Advisory Council.

Carter commented about the Library Board of Trustees meeting she attended. She will also attend the Downtown Camas Association (DCA) retreat. Carter inquired about Planning Conference topics; Capell responded.

Smith attended meetings for the Metropolitan Parks District, the Parks & Recreation Commission and the Camas-Washougal Chamber of Commerce. She will attend the Camas-Washougal Chamber of Commerce luncheon.

Mayor Higgins reminded Council about the closed session regarding labor groups bargaining.

## **VI. PUBLIC COMMENTS**

No one from the public wished to speak.

## **VII. ADJOURNMENT**

The meeting adjourned at 6:08 p.m.

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.



## **CITY COUNCIL REGULAR MEETING MINUTES - DRAFT**

**Tuesday, January 16, 2018, 7:00 PM**

**City Hall, 616 NE 4th Avenue**

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### **I. CALL TO ORDER**

Mayor Scott Higgins called the meeting to order at 7:00 p.m.

### **II. PLEDGE OF ALLEGIANCE**

### **III. ROLL CALL**

Present: Bonnie Carter, Don Chaney, Steve Hogan, Melissa Smith, Shannon Turk, Deanna Rusch and Greg Anderson

Staff: Phil Bourquin, Pete Capell, Jennifer Gorsuch, Lauren Hollenbeck, Cathy Huber Nickerson, Shawn MacPherson, Heather Rowley, Steve Wall and Alicia Pacheco (intern)

Press: No one from the press was present

### **IV. PUBLIC COMMENTS**

Shawn Donaghy, 3710 NW Orchard Court, Camas, commented about Council Member Anderson's service on the C-TRAN Board of Directors and presented him with a plaque.

Tim Laidlaw, 1121 G Street, Washougal, commented about the skate park.

### **V. CONSENT AGENDA**

- A. Approved the January 2, 2018, Camas City Council Regular and Workshop meeting minutes.

 [January 2, 2018 Camas City Council Regular Meeting Minutes - Draft](#)  
[January 2, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)

- B. Approved the automated clearing house and claim checks numbered 135918 to 136013 in the amount of \$2,155,345.49. Approved the automated clearing house and claim checks numbered 136014 to 136080 in the amount of \$866,164.04.
- C. Authorized the write-off of the December 2017 Emergency Medical Services (EMS) billings in the amount of \$89,326.41. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance.
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(Submitted by Pam O'Brien)

- D. Authorized the Mayor to sign the Professional Services Agreement with DKS Associates to complete a citywide Transportation Plan, Transportation Impact Fee (TIF) Study Update, review of the City's Level of Service (LOS) parameters in the Camas Comprehensive Plan, and further study of the SR-500 corridor including the intersection of NE Lake Road and NE Everett Street. \$175,000 was allocated in the 2017 budget to complete the Transportation Plan and TIF Study Update. The total amount of this contract is not to exceed \$195,680. The 2018 budget allocation for this project will be included in the spring omnibus.  
(Submitted by James Carothers)

 [DKS Associates Consultant Agreement for Transportation Plan](#)

- E. Approved the Final Pay Estimate to PCR, Inc. for the Forest Home Landslide Repair Project in the amount of \$420,525.96 and accepted the project as complete. (Submitted by James Carothers)

 [Final Pay Estimate for Forest Home Landslide Repair](#)

**It was moved by Council Member Anderson, seconded by Council Member Smith, to approve the Consent Agenda. The motion carried unanimously.**

## **VI. NON-AGENDA ITEMS**

- A. Staff

There were no comments from staff.

- B. Council

Turk commented about the community Christmas Eve breakfast.

## **VII. MAYOR**

- A. Announcements

Mayor Higgins acknowledged the Boy Scouts in attendance.

- B. 2018 Citizen Appointments to Boards, Commissions and Committees

 [2018 Camas Mayor Appointments to Boards Commissions and Committees](#)

**It was moved by Council Member Turk, seconded by Council Member Hogan, that the Citizen Appointments be approved. The motion carried unanimously.**

- C. Mayor's Volunteer Spirit Award

 [January 2018 Jerry and Mary Sauer](#)


Mayor Higgins presented a Volunteer Spirit Award to Jerry and Mary Sauer.

## VIII. MEETING ITEMS

A. Public Hearing for Ordinance No. 18-002 Amendment to Camas Municipal Code (CMC) Title 16 Environment

Details: A public hearing to consider an ordinance amending CMC Title 16 Environment. The minor revision consists of one update to Chapter 16.57 Frequently Flooded Areas to maintain compliance with the National Flood Insurance Program (NFIP), which allows citizens within the community to obtain flood insurance and other types of federal disaster aid. This item was discussed at the January 2, 2018 Council Workshop.

Presenter: Lauren Hollenbeck, Senior Planner

 [Ordinance No. 18-002 Amending Chapter 16.57 of the CMC](#)  
[Staff Report to Council - Amendment to CMC Title 16 Environment](#)  
[CMC 16.57 Exhibit 1 redline version](#)  
[CMC 16.57 Exhibit 2 clean version](#)

Mayor Higgins opened and closed the public hearing at 7:21 p.m. No one from the public wished to speak.

**It was moved by Council Member Turk, seconded by Council Member Smith, that Ordinance No. 18-002 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Turk, seconded by Council Member Anderson, that Ordinance No. 18-002 be adopted and published according to law. The motion carried unanimously.**

B. Interlocal Agreement for Commute Trip Reduction (CTR)

Details: Local agencies with 100 employees or more are required to participate in the Washington State CTR Program per the Revised Code of Washington (RCW) Chapter 70.94. The CTR program is intended to encourage public and private agencies with 100 employees or more to use alternate commute modes other than the single occupancy vehicle. The City of Vancouver coordinates this program for Southwest Washington. The Interlocal Agreement between Vancouver and the neighboring agencies is updated bi-annually in conjunction with the regional work plan for the area. This agreement transfers the Washington State Department of Transportation (WSDOT) CTR funds for the affected Camas employers to the CTR regional administrator.

Presenter: Jennifer Gorsuch, Administrative Services Director

 [2017-2019 CTR Interlocal Agreement and Work Plan](#)

**It was moved by Council Member Smith, seconded by Council Member Rusch, to authorize the Mayor to sign the Interlocal Agreement for Commute Trip Reduction. The motion carried unanimously.**

- C. Clark Regional Emergency Services Agency (CRESA) Agreements  
Details: CRESA has changed organizational structure, requiring the execution of two new service agreements. The first agreement is for 911 Services and the second is for Emergency Management Services.  
Presenter: Pete Capell, City Administrator

 [CRESA Founding Public Agency Service Agreement](#)

[CRESA County and Cities Service Agreement](#)

[CRESA Bylaws](#)

[Exhibit A - User Cost Allocation Formula](#)

**It was moved by Council Member Anderson, seconded by Council Member Hogan, to approve both CRESA agreements as presented. The motion carried unanimously.**

## **IX. PUBLIC COMMENTS**

Denise Valent Musleh, 5706 NW El Rey Drive, Camas, commented about traffic and Emergency Medical Services (EMS) write-offs.

Phillip Mitchell, 3634 Sitka Drive, Camas, commented about out-of-state license plates.

## **X. ADJOURNMENT**

The meeting adjourned at 7:33 pm.

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.



**CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**  
**Friday, January 26, 2018, 1:00 PM**  
**Lacamas Lake Lodge, 227 NE Lake Road**

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**ANNUAL PLANNING CONFERENCE - Day 1 of 2**

**I. OPENING STATEMENT (1:00 pm)**

Jeff Snell, Camas School District Superintendent, greeted everyone and conducted a leadership exercise.

In attendance were Council Members Bonnie Carter, Deanna Rusch, Greg Anderson, Shannon Turk, Steve Hogan, Melissa Smith and Don Chaney. Mayor Scott Higgins arrived later in the day.

Staff members present were Jerry Acheson, Bernie Bacon, Phil Bourquin, Pete Capell, Sherry Coulter, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shyla Nelson, Heather Rowley, Nick Swinhart, Connie Urquhart, Joe Vrtiska and Steve Wall. David Scott, City Administrator from the City of Washougal was present.

Randy Curtis, Katy Daane, Cassi Marshall and Dareena Stepanyuk from the City of Camas Parks & Recreation Commission were present for the Crown Park Master Plan discussion. Mike Berg, Tom Gianatasio, Martha Martin, Sherry Petty and Mike Taggart from East County Fire & Rescue, and Mayor Molly Coston and Council Members Brent Boger, Dan Coursey and Joyce Lindsay from the City of Washougal were present for the ECFR discussion. In attendance from the press were Adam Littman, The Columbian; Sam Caspers, Camas-Washougal Post-Record; and Ernest Geigenmiller, Lacamas Magazine.

**II. PLANNING CONFERENCE TOPICS**

**A. Crown Park Master Plan (1:30 pm)**

Details: A presentation about the Crown Park Pool Assessment, as well as the preferred conceptual Master Plan for Crown Park.

Presenter: Jerry Acheson, Parks & Recreation Manager

 [Crown Park City Council Presentation](#)

Acheson provided a Crown Park Master Plan overview to Council and sought guidance from Council regarding next steps. Each Council Member expressed their preferences about the options and thanked the Parks & Recreation Committee for their efforts to-date. Staff will provide cost analysis data at future

meetings and continue current efforts for a joint-interest approach with the City of Washougal, the Port of Camas-Washougal and the Camas School District for swimming facility options.

Council Members supported the demolition of the existing pool and proceeding with Option 2; which includes an interactive water feature, restroom, picnic shelter, playground, sport court, amphitheater and landscape improvements.

- B. Citizen Relationship Management (CRM) System Overview (2:30 pm)  
Details: A presentation about CRM, a tool for citizens and staff to place service requests and to track the work until it is completed. You will see how service requests can be made, the various types of service items and how the work can be monitored and tracked.  
Presenter: Sherry Coulter, Information Technology Director

 [CRM System Overview](#)

Coulter provided an overview of the City's Citizen Relationship Management (CRM) software.

- C. Recordkeeping Refresher (2:45 pm)  
Details: The City Clerk and Deputy City Clerk will be presenting some refreshers and reminders related to Open Public Meetings and Public Records. With ever-changing laws related to records management and governmental transparency, this will be a helpful reminder for both Council and Staff.  
Presenter: Jennifer Gorsuch, City Clerk and Bernie Bacon, Deputy City Clerk

 [Recordkeeping Refresher](#)

Gorsuch provided a Recordkeeping Refresher to Council.

### **BREAK (3:00 pm)**

The conference went into recess at 3:00 pm for a short break. The conference reconvened at 3:15 pm.

- D. East County Fire & Rescue (ECFR) Functional Consolidation Discussion (3:30 pm)  
Details: The Council and ECFR Commissioners have held workshops to discuss the possibility of a Functional Consolidation. The previous presentation material is attached for your review. Staff does not intend to discuss the presentation again, unless there are questions. This item will give the Council, ECFR Commissioners and Council Members from the City of Washougal the opportunity to discuss the proposal. Staff will provide a brief introduction, then turn it over to the elected officials.  
Presenter: Nick Swinhart, Fire Chief

 [ECFR Functional Consolidation Review](#)

Swinhart provided an overview about an approach for Functional Consolidation of fire services. Discussion ensued regarding support for the idea, forming a committee and seeking feedback from the union. Staff will work with the Joint Policy Advisory Committee (JPAC) to continue to facilitate and guide the

conversation about next steps.

**III. ADJOURNMENT OF PLANNING CONFERENCE (4:18 pm)**

The meeting adjourned at 4:18 pm.



**CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**  
**Saturday, January 27, 2018, 9:00 AM**  
**Lacamas Lake Lodge, 227 NE Lake Road**

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**ANNUAL PLANNING CONFERENCE - Day 2 of 2**  
**Due to technical difficulties, there is no audio for this meeting.**

**I. OPENING COMMENTS/PLANNING CONFERENCE AGENDA REVIEW (9:00 am)**

Jeff Snell, Camas School District Superintendent, greeted everyone and Capell summarized the Friday meeting topics.

In attendance were Mayor Scott Higgins and Council Members Bonnie Carter, Deanna Rusch, Greg Anderson, Shannon Turk, Steve Hogan, Melissa Smith and Don Chaney.

Staff members present were Jerry Acheson, Bernie Bacon, Phil Bourquin, Debra Brooks, Pete Capell, Sherry Coulter, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Heather Rowley, Nick Swinhart, Connie Urquhart and Steve Wall. City Attorney Shawn MacPherson was also present.

**II. PLANNING CONFERENCE TOPICS**

**A. Council Member Orientation (9:15 am)**

Details: This was an orientation for new Council Members and a refresher for existing Council Members. The topics included the role of a Council Member, Open Public Meetings, Public Records and a few other topics.

Presenter: Shawn MacPherson, City Attorney


 [Mayor & Council Member Handbook](#)

City Attorney Shawn MacPherson provided a training presentation to Council regarding electronic messaging, executive sessions, and conflicts of interest.

**B. Community Survey Review (10:00 am)**

Details: Staff reviewed the 2017 Community Survey results to assist Council in prioritizing needs from the Level of Service discussion.

Presenter: Pete Capell, City Administrator

 [2017 Community Survey Presentation](#)  
[2017 Community Survey Report](#)  
[2017 Community Survey Appendix - GIS Maps](#)

Capell reviewed the 2017 Community Survey results with the Council Members.

He stated the importance of communication with Camas' citizens and educating them about issues important to them. The scientific survey revealed the majority of citizens are pleased with City services.

Capell closed this segment reminding Council Members that another survey will be conducted a year from now and every two years thereafter in order to capture trends.

### **BREAK (10:30 am)**

The conference went into recess at 10:30 am for a short break. The conference reconvened at 10:45 am.

#### **C. Strategic Plan - Level of Service (10:45 am)**

Details: The presentation began with a demonstration of Open Performance, a tool that demonstrates progress against measurable goals. Then each department gave a brief overview of its current level of service. Each department head discussed the department's level of service and measurements in more detailed presentations will be at future Workshops. It will take several months to complete all of the level of service presentations, so there will be a summary review after all of the presentations and staff will ask the Council Members to prioritize service levels in advance of developing the 2019-2020 City budget.

Presenters: Department Heads

 [Level of Service Presentation](#)

[2006 Police Department Organizational Chart](#)

[Strategic Plan Management Report](#)

Huber Nickerson and Brooks provided an overview of Open Performance to the Council Members.

Then each department head gave a brief overview of its current level of service and measurements. More detailed presentations will be provided by each department at future Workshops.

### **III. WORKING LUNCH (12:00 pm)**

The conference went into recess at 12:15 pm for a short break. It reconvened at 12:30 pm and staff continued the level of service topic.

Each of the Council Members provided a summary of their own take-away message from this year's Planning Conference.

### **IV. ADJOURNMENT OF PLANNING CONFERENCE (1:00 pm)**

Snell thanked everyone for their efforts in the success of this year's Planning Conference.

The meeting adjourned at 1:20 pm.



## **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 \_\_\_\_\_, 2017.

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  
Deputy Civil Prosecutor  
Rebecca Tilton  
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.





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

---

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

2000  
600







**AGREEMENT FOR PROFESSIONAL SERVICES**  
**City of Camas Crown View Pump Station Improvements**

This Agreement is between the City of Camas, hereafter called "City", and Wallis Engineering, PLLC, hereafter called "Engineer", for the Project known as "City of Camas Crown View Pump Station Improvements".

**Effective Date and Duration**

This Agreement shall become effective on the date the Agreement is signed. This Agreement shall expire, unless otherwise terminated or extended, on December 31, 2018.

**Scope of Services**

Subject to the terms of this Agreement, the Engineer shall perform the services outlined in the scope of work contained in Exhibit A, which is attached hereto and by this reference made a part hereof.

**Compensation**

The City agrees to pay the Engineer a sum not to exceed \$77,572 for completion of the work. A fee breakdown is included as Exhibit B to this Agreement. Monthly invoices will be issued by the Engineer for all work performed under this Agreement, and based on time and materials. Wallis Engineering Hourly Rates will be the basis of compensation. These rates are subject to annual calendar year adjustments; include all allowances for salary, overhead and fee; but do not include allowances for Direct Expenses. Wallis Engineering Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the City's Project, including, but not limited to: necessary transportation costs; laboratory tests and analyses; printing, binding and reproduction charges; all costs associated with outside consultants; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges. A service charge of 10 percent will be added to Direct Expenses. Invoices are due and payable upon receipt. Interest at the rate of 1½% per month, or the maximum permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

Terms and conditions are listed on page 2.

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**Wallis Engineering Certification and Signatures**

Name: Wallis Engineering, PLLC  
Address: 215 W. 4<sup>th</sup> Street, Suite 200, Vancouver, WA 98660  
Federal Tax ID#: 91-1944973  
Business Form: PLLC

Payment information will be reported to the IRS under the name and taxpayer ID number provided above.

I, the undersigned, agree to perform work outlined in this Agreement in accordance to the terms and conditions (listed on Page 2 and Exhibit A and made part of this Agreement by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that my business is not in violation of any Washington tax laws; hereby certify that I am an independent contractor.

Approved for Engineer: 

Date: \_\_\_\_\_

Name and Title: Jane Vail, Member

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**City of Camas Signatures**

Approved for City: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. Authorization to Proceed

Execution of this Agreement by the City will be authorization for Engineer to proceed with the work, unless otherwise provided for in this Agreement.

### 2. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality, and for this type of project. Except as set forth in this Agreement, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

It is the general intent that services specified in this Agreement to be performed by the ENGINEER, will be delivered using the ENGINEER's standard form and content of drawings, technical specifications, and contract documents. The ENGINEER's standards will be in conformance with applicable local, state and federal standards and requirements.

### 3. Termination

This Agreement may be terminated for convenience by either party on 30 days' written notice; or for cause, if either party fails to substantially perform in accordance with this Agreement through no fault of the other and does not commence correction of such nonperformance within five days of written notice and diligently complete the correction thereafter. On termination, Engineer will be paid for all authorized work performed up to the termination date.

### 4. Limitation of Liability

Notwithstanding any other provisions of this Agreement, Engineer's liability for City's damages will not exceed the compensation received by Engineer under this Agreement.

### 5. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The limitations of liability and indemnities will apply regardless whether Engineer's liability arises under applicable statute or case or common law, including without limitation by reason of enumeration herein, negligence, strict liability or any other type of cause of action, and shall apply to Engineer, its officers, and employees.

The law of the state of Washington shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it; jurisdiction being in District or Superior Courts of the State of Washington with venue in Clark County, Washington.

### 6. Hazardous Substances

To the maximum extent permitted by law, the City will indemnify and defend Engineer and its officers, employees, subconsultants and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorney's fees arising out of or relating to the presence, discharge,

release, or escape of hazardous substances, contaminants, or asbestos on or from the Project.

### 7. Subsurface Investigations

In soils, foundations, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution schedule. To the extent that subsurface investigations affect Project cost and/or execution, Engineer shall notify City as soon as possible and an equitable adjustment in the compensation reflecting increase or decrease in the Project shall be made.

### 8. No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the City and Engineer and has no third party beneficiaries.

Engineer's services are defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Project.

### 9. Insurance

Engineer shall maintain public liability and property damage insurance which shall protect Engineer from personal injury or property damage claims arising from its negligent performance of work under this Agreement. The limits of liability for such insurance shall be \$1,000,000 combined single limit.

Engineer shall name City as additional insured under the general liability insurance policy, and shall provide proof of insurance for professional and general liability insurance.

### 10. Disputes

In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules so the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

**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

		Wallis Engineering Staff Estimated Hours															Subconsultants		Total
TASK		QC	SE	E1	E2	E3	E4	E5	E6	Insp.	T1	TW	C1	Staff Cost	Expenses		M&G	R&W	Cost
		\$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
	TASK 1 SUBTOTAL	0		2	0	8	0	0	0		0	0	16	\$2,572	\$0	\$0	\$0	\$0	\$2,572
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
	TASK 2 SUBTOTAL	0		4	0	27	0	42	0		4	0	4	\$8,875	\$17		\$4,800	\$3,460	\$17,152
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
	TASK 3 SUBTOTAL	0		6	0	56	0	80	0		74	0	26	\$25,258	\$84		\$0	\$15,500	\$40,842
Task 4	Bidding Services					4		8			2		2	\$1,634	(P)				\$1,634
	TASK 4 SUBTOTAL	0	0	0	0	4	0	8	0	0	2	0	2	\$1,634	\$0	\$0	\$0	\$0	\$1,634
Task 5	Construction Services			2		8		24					2	\$3,802	(P)			\$11,570	\$15,372
	TASK 5 SUBTOTAL	0	0	2	0	8	0	24	0	0	0	0	2	\$3,802	\$0	\$0	\$0	\$11,570	\$15,372
	GRAND TOTAL	0	0	14	0	103	0	154	0	0	80	0	50	\$42,141	\$101	\$0	\$4,800	\$30,530	\$77,572

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.

FEE SUMMARY			
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>
NOTE: Fee includes 10% markup			
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>

## Steve Wall

---

**From:** Kurt Stonex <kurt@olsonengr.com>  
**Sent:** Thursday, October 12, 2017 4:33 PM  
**To:** Steve Wall  
**Cc:** Curleigh (Jim) Carothers; Chad McMurry  
**Subject:** Basin 1 Lift Station Credit Calculation  
**Attachments:** 2147\_001.pdf

Steve,

Attached is the City's cost estimate from the Capital plan for the pump station. We added a column with an estimated percentage of what was completed with the Green Mountain PRD and a total to calculate the SDC credit. Please review and let us know if you need anything else from us. As I indicated previously our client is looking forward to getting the credits issued since his lot buyer is obtaining building permits at a rapid pace.

Thanks,  
Kurt

**From:** [archive1@olsonengr.com](mailto:archive1@olsonengr.com) [mailto:[archive1@olsonengr.com](mailto:archive1@olsonengr.com)]  
**Sent:** Thursday, October 12, 2017 4:26 PM  
**To:** Kurt Stonex <[kurt@olsonengr.com](mailto:kurt@olsonengr.com)>  
**Subject:** Attached Image



System Development Charge Credit Calculation

CITY OF CAMAS  
GENERAL SEWER/WASTEWATER FACILITY PLAN AMENDMENT  
PRELIMINARY COST ESTIMATE  
BASIN 1 LIFT STATION (720 GPM peak flow)

No.	*GM	Quantity	Unit Price	Total	*TOTAL GM
1 Mobilization/Demobilization	80%	1 LS	\$ 97,000	\$ 97,000	\$ 77,600
2 Clearing & Grubbing	100%	1 LS	\$ 7,000	\$ 7,000	\$ 7,000
3 Dewatering	90%	1 LS	\$ 20,000	\$ 20,000	\$ 18,000
4 Erosion Control	100%	1 LS	\$ 7,000	\$ 7,000	\$ 7,000
5 Temporary Shoring & Bracing	90%	1 LS	\$ 31,100	\$ 31,100	\$ 27,990
6 Trench Excavation Safety Systems	90%	1 LS	\$ 3,000	\$ 3,000	\$ 2,700
7 Concrete Slabs & Foundations	57%	1 LS	\$ 37,300	\$ 37,300	\$ 21,261
8 Gravel Base	70%	250 TN	\$ 20	\$ 5,000	\$ 3,500
9 Grading and Paving	0%	1 LS	\$ 20,000	\$ 20,000	\$ -
10 Fencing	0%	250 FT	\$ 50	\$ 12,500	\$ -
11 Utilities & Misc. Site Improvements	80%	1 LS	\$ 8,000	\$ 8,000	\$ 6,400
12 Electrical Shelter	100%	1 LS	\$ 31,100	\$ 31,100	\$ 31,100
13 Painting and Dampproofing	90%	1 LS	\$ 50,000	\$ 50,000	\$ 45,000
14 Pumps and Level Control	100%	1 LS	\$ 155,200	\$ 155,200	\$ 155,200
15 Piping, Valves, and Accessories	80%	1 LS	\$ 99,400	\$ 99,400	\$ 79,520
16 Generator System	100%	1 LS	\$ 99,400	\$ 99,400	\$ 99,400
17 Electrical	90%	1 LS	\$ 149,000	\$ 149,000	\$ 134,100
18 Instrumentation and Telemetry	70%	1 LS	\$ 40,000	\$ 40,000	\$ 28,000
19 Utility Services (PUD)	100%	1 LS	\$ 12,000	\$ 12,000	\$ 12,000
20 Programming, Startup, SCADA, Documentation	50%	1 LS	\$ 20,000	\$ 20,000	\$ 10,000

\* Indicates portion completed by Green Mountain PRD

Subtotal \$ 904,000 \$ 765,771  
Sales Tax (8.4%) \$ 75,936 \$ 64,325

Subtotal \$ 979,936 \$ 830,096  
Contingency (25%) \$ 244,984 \$ 207,524

TOTAL ESTIMATED CONSTRUCTION COST \$ 1,224,920 \$ 1,037,620

Engineering and Administrative Costs (25%) \$ 306,230 \$ 259,405

Total Project Cost (rounded) \$ 1,531,150 \$ 1,297,025

SDC CREDIT (1/3) \$ 432,342

REVIEWED BY:  
SR Wall 1/19/18  
SAM ADAMS 1/11/18



Date

Mr. Ralph Emerson  
CLB Washington Solutions I, LLC  
26895 Aliso Creek Rd.  
Ste B-522  
Aliso Viejo, CA 92656

Subject: Green Mountain PRD – Sewer System Development Charge Credits  
Goodwin Road (Basin 1) Lift Station Permanent Improvements

Dear Ralph,

The City of Camas (City) received your request dated October 11, 2017 via email from Olson Engineering for Sewer System Development Charge Credits associated with installation of a portion of the Goodwin Road Lift Station with construction of the Green Mountain PRD project. For reference, the sewer lift station was installed in the summer of 2017 and ultimately accepted by the City with the other Phase 1 infrastructure improvements.

The City has confirmed that the Goodwin Road Lift Station (i.e. "Basin 1 Lift Station") is included in the City's 2010 General Sewer Plan Amendment and that 33 percent (33%) of the planned costs of the Lift Station Improvements are included in the City's current Sewer System Development Charge (SDC) calculation. Per section 13.72.040 of the Camas Municipal Code, the Developer is entitled to a credit against the applicable system development charge for construction of eligible improvements in the amount identified or calculated in the capital facilities plan (i.e. General Sewer Plan Update). Additionally, Sewer SDC credits were anticipated to be provided in accordance with Section 6 of the Development Agreement between the City and Green Mountain Land, LLC recorded on February 5, 2016.

City staff and your consultant team have confirmed that the Green Mountain PRD project installed permanent lift station improvements valued in the City's General Sewer Plan Update at approximately \$1,297,020. Since 33 percent of the planned costs are creditable, the Developer is entitled to **\$428,020 in Sewer System Development Charge Credits**.

The City Council approved authorization of the Sewer System Development Charge Credits at their **Date** City Council Meeting. The City's Finance Department and Building Division have been notified of the credits being issued and can assist you with the redemption process. Should you have any questions in this regard, please don't hesitate to contact me at (360) 817-7899, or at [swall@cityofcamas.us](mailto:swall@cityofcamas.us).

Sincerely,

Steven R. Wall, P.E.  
Public Works Director

cc: Finance Department  
Building Division

Enclosures: Sewer System Development Charge Credit Documentation

After recording, return to:

RANDALL B. PRINTZ  
Landerholm, Memovich,  
Lansverk & Whitesides, P.S.  
P.O. Box 1086  
Vancouver, WA 98666-1086

171727000	172553000	Space Above for Recording Information Only
172341000	173178000	
171104000	172559000	
172555000	<b>DEVELOPMENT AGREEMENT</b>	
172557000	986037308	986037307
	986037306	986037656

This Development Agreement (the "Agreement") is made and entered into by and between the CITY OF CAMAS, a Washington Municipal Corporation (hereinafter referred to as the "City") and Green Mountain Land LLC (hereinafter referred to as the "Owner") (and collectively referred to as "Parties").

#### RECITALS

**WHEREAS**, Owner owns or controls certain real property which is located within the City's municipal boundary and which is more fully described in the attached Exhibit "A", (hereinafter referred to as the "Property"); and,

**WHEREAS**, the City and the Owner recognize the area of the City known as the North Urban Growth Area ("NUGA"), will develop over a period of many years; and,

**WHEREAS**, the Owner has applied to the City for a Planned Residential Development for the Property which is located within the NUGA and will require significant investment in sewer infrastructure to develop the Property; and,

**WHEREAS**, it is anticipated that certain conditions in the approved Planned Residential Development for the Property will require the Owner to complete specific sewer improvements which will be considered together with this Agreement; and

**WHEREAS**, the City and the Owner wish to provide predictability and efficiency about the design, cost and delivery of sewer service to the Property and other properties in NUGA; and,

*Abr. Legal: Section 17, 20, 21 T2N R3EWM*

**WHEREAS**, the City intends to construct trunk line sewer improvements identified in the City's Capital Facilities Plan ("the Phase B Improvements") across the NUGA to provide a more efficient and less costly way to maintain sewer system; the improvements are identified on Exhibit B, which is attached hereto and incorporated by reference herein; and

**WHEREAS**, the City intends to issue Water and Sewer Revenue Bonds ("Bonds") to finance design and construction of the Phase B Improvements; and

**WHEREAS**, the City and the Owner recognize that financial contributions from the Owner to the City will benefit not only the Property, but also other properties in the NUGA served by the Phase B Improvements to be constructed by the City; and,

**WHEREAS**, the City is a Washington Municipal Corporation with annexation powers, and land use planning and permitting authority over all land within its corporate limits; and,

**WHEREAS**, the Washington State Legislature has authorized the execution of Development Agreements between local governments and a person having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1); and,

**WHEREAS**, pursuant to RCW 36.70B.170, a Development Agreement may set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement; which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement shall be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW; and

**WHEREAS**, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as

DEVELOPMENT AGREEMENT  
Green Mountain Land, LLC Page - 2 - 1062002

set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements; and

**WHEREAS**, for the purposes of this Agreement, "Development Standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and,

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1. Development Agreement.** This Agreement is a Development Agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the Owner and the City upon its approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170; and upon recording of the Agreement, as set forth in Section 12 herein.

**Section 2. Term of Agreement.** This Agreement shall commence upon the Effective Date, and shall be valid for a period of fifteen (15) years; unless extended or terminated by mutual consent of the Parties.

**Section 3.** As soon as reasonably practical, the City shall begin the process to fund, design, permit, publically bid and construct the Phase B Improvements shown in Exhibit B. The City will exercise its best efforts to complete construction of the Phase B Improvements by September 30<sup>th</sup>, 2017 and to complete any sewer improvements "down stream" of Phase B (Down Stream Improvements"), at the time when such sewer services are needed to provide sufficient capacity for the full build out of the currently approved Green Mountain PRD. In the event the City fails to have the Phase B Improvements constructed such that the Property may be connected to the Phase B Improvements for sewer service by September 30, 2019, or the Down Stream Improvements at the time when needed for the continued build out of the Green Mountain PRD as currently approved, then the Owner shall have the right to suspend payment of the Annual Payment, until such time as the Phase B or Down Stream Improvements are operational and available for use by the Property. Any Annual Payments that had not been paid would then be due prior to Owner's connection to the Phase B Improvements or the Down Stream Improvements. In the event that the City does not complete the Phase B Improvements by December 31, 2021, then the Owner shall have no further obligation to make any remaining Annual Payments under this Agreement and the City shall refund all Annual Payments made to date and release to the Owner, any security provided for under this Agreement.

DEVELOPMENT AGREEMENT  
Green Mountain Land, LLC Page - 3 - 1062002



**Section 4.** In lieu of the Owner constructing all of the Phase B Improvements (which are provided for in the City's Capital Facilities Plan to serve the North Urban Growth Area), the City shall be paid by the Owner the amounts provided for in Exhibit C at the times provided for in Exhibit C (the "Annual Payments").

**Section 5.** In order to secure Owner's Annual Payments under this Agreement, Owner agrees to provide security to the City (the "Security") in the amount of a minimum of two Annual Payments as shown on Exhibit C. The Security may be in one of the following forms: (1) cash deposited into a segregated sub-account with a bank designated by the City with escrow provisions mutually agreeable to the Parties; (2) a surety bond from a company acceptable to the City, or (3) an irrevocable letter of credit. The City shall be the beneficiary of any Security and the City may draw on the security in the amount of any Annual Payment or portion of any Annual Payment not paid by the Owner by its due date upon receipt by the bank or issuer of the Security of a written certificate of the City Finance Director demanding payment of the sum identified in the certificate. The City may make consecutive demands for payment under the Security until its entire principal balance has been paid to the City. If the surety bond is for a term less than 15 years, the surety bond shall provide that the City may draw on the surety bond 30 days prior to its expiration if the Owner has not provided a substitute surety bond or other acceptable security prior to the termination of the letter of credit. If the letter of credit is for a term less than 15 years, the letter of credit shall provide that the City may draw on the letter of credit 30 days prior to its expiration if the Owner has not provided a substitute letter of credit or other acceptable security prior to the termination of the letter of credit. Security in the form of cash may be invested by the City in any permitted investments for City funds and interest earnings shall be retained by the City. Any cash remaining in this sub account at the termination of this Agreement shall be returned to Owner.

Any of the Annual Payment amounts not secured as provided for in the preceding paragraph, shall be secured by Owner granting the City a first lien position on a portion of the Property legally described in Exhibit D under the terms and conditions of Exhibit D (the "Initially Liened Property"). The Initially Liened Property shall have a 2015 assessed value, or appraised value based on an appraisal acceptable to the City (where such acceptance shall not be unreasonably withheld), whichever is greater, not less than \$3,724,948.50 (which upon execution of this Agreement will be approximately equal to 175% of 13 estimated Annual Payments as shown on Exhibit C). Periodically, the Owner may substitute a different portion of the Property at Owners discretion, to replace the Initially Liened Property then subject to the lien ("Substituted Liened Property"). The Substituted Liened Property must have an assessed or appraised value based on an appraisal acceptable to the City, (where such Acceptance shall not be unreasonably withheld) of at least 175% of the Annual Payments remaining to be paid minus two payments (the "Remaining Payments"). For example, if there are ten Annual Payments remaining to be paid, the Substituted Liened Property must have an appraised or assessed value of 175% of eight (8) Annual Payments. Upon the Owner identifying any Substituted Liened Property and once the City deems the appraisal acceptable, the City shall release the Initially Liened Property from the lien and deed of trust; and shall

DEVELOPMENT AGREEMENT  
Green Mountain Land, LLC Page - 4 - 1062002

replace it with the Substituted Liened Property. The Owner shall be responsible for any costs associated with the substitution of any security under this section. The City will not consent to release any Liened Property if the Owner is in default of any obligations under this Agreement.

At any time during this Agreement, the Owner shall have the right to prepay any or all of the Annual Payments remaining to be paid, under this Agreement.

The City shall provide the Owner with notice of default and an opportunity to cure a default under this Section in the following manner: City shall provide written notice to the Owner of the amount and type of any default under this Section. Upon receipt of such notice of default by the Owner under this Section, the Owner shall within 30 days cure such default, subject to a late payment charge of 9% per annum on any Annual Payment amount unpaid as of the due date thereof.

**Section 6.** The Owner intends (but is not required) to construct interim sewer improvements on Goodwin Road to provide service to the Property until such time that Phase B improvements are completed ("Phase A Improvements"). These Phase A improvements are also identified on Exhibit B. The approximate capacity of the Phase A Improvements is 350 Equivalent Residential Dwelling Units ("ERUs"). The City agrees that the Owner may utilize the capacity in the Phase A Improvements or the City may allow others ("Latecomers") to utilize the remaining actual capacity above 201 ERU's until such time that the permanent Phase B improvements are completed. The Owner may request and apply to the City for a Latecomer Agreement which would obligate the City to collect from the Latecomer a latecomers fee that is equal to the cost of the design, permitting and construction of the Phase A Improvements multiplied by the percentage of 350 ERUs utilized by the Latecomer. Should the Owner apply for a Latecomer Agreement, it will be considered separately by the City from this Agreement.

In the event that the City has not completed construction of the Phase B Improvements prior to the exhaustion of the capacity in the Phase A Improvements, the Owner shall have ability at its sole cost and expense, to construct and utilize any additional, lawfully available capacity in the Phase A system ("Additional Phase A Improvements") utilizing a reasonable design approved by the City. The Owner shall be responsible for completing all analyses and investigations to document that there is available capacity in the Phase A system and the City will need to approve all analyses prior to the Owner starting design on any Additional Phase A Improvements.

If Additional Phase A Improvements are constructed by the Owner and the City allows such capacity to be used to serve property other than Owners Property, the Owner may request and apply to the City for a Latecomer Agreement which would obligate the City to collect from the Latecomer a latecomers fee that is equal to the pro rata share of the cost of the design, permitting and construction of the Additional Phase A Improvements based upon the

DEVELOPMENT AGREEMENT  
Green Mountain Land, LLC Page - 5 - 1062002

percentage of capacity of the Additional Phase A improvements utilized by the Latecomer. Should the Owner apply for a Latecomer Agreement, it will be considered separately by the City from this Agreement.

The Owner shall design and construct all temporary Phase A Improvements, Additional Phase A Improvements and all temporary sewer improvements on the Property such that they can be properly decommissioned or abandoned once the permanent Phase B Improvements are completed. Additionally, the Owner shall be responsible for decommissioning or abandoning all temporary improvements on the Property once the permanent Phase B improvements are completed.

The City shall issue to the Owner, Sewer System Development Charge Credits (SDC Credits) in an amount equal to thirty-three percent (33%) of the Annual Payment amount paid by the Owner under Exhibit "C". In the event the Owner constructs any portion of the Phase B Improvements, in addition to any SDC credits authorized to be paid to Owner under this section, the Owner shall be entitled to thirty-three percent (33%) of the cost of the Phase B Improvements constructed by the Owner as estimated in the City's Capital Facilities Plan in effect on the date of this Agreement.

**Section 7. Remedies.** Should a disagreement arise between the City and Developer regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in the Clark County Superior Court. The remedies provided for in Section 3, shall be in addition to any other remedies the Owner may have for failing to construct the Phase B or Down Stream Improvements.

**Section 8. Performance.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

**Section 9. Venue.** This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

**Section 10. Severability.** If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.



**Section 11. Inconsistencies.** If any provisions of the Camas Municipal Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

**Section 12. Binding on Successors and Recording.** The rights and obligations created by this Agreement are assignable and shall be binding upon and inure to the benefit of Owner, the City, and their respective heirs, successors and assigns, with the exception that any assignment by Owner shall be consented to by the City, which consent shall not be unreasonably withheld. If Owner properly assigns its rights and obligations under this Agreement and no longer owns any portion of the Property, the City shall release Owner from any further obligation or liability under this Agreement. The rights and obligations created by this Agreement shall also run with the land, but only with respect to those portions of the Property that have not received final plat approval for a subdivision or Site Plan approval for a commercial or multi family development. Only Owner and the City or their assigns shall have the right to enforce the terms of this Amendment. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor, which date shall act as the Effective Date as set forth in Section 2 herein.

**Section 13. Recitals.** Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

**Section 14. Amendments.** This Agreement may only be amended by mutual agreement of the parties. Pursuant to RCW 36.70B.170(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

**Exhibits:**

Exhibit "A": Legal Description of Property

Exhibit "B": Phase B Improvements to be constructed by the City and Phase A Improvements to be constructed by Owner.

Exhibit "C": Annual Payment Schedule

Exhibit "D": Legal Description of Initially Liened Property.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the dates set forth below:

CITY OF CAMAS

GREEN MOUNTAIN LAND LLC

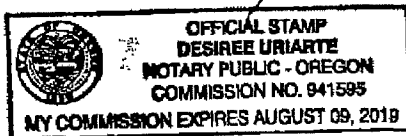
By [Signature]  
Title Mayor

By [Signature]  
Title Manager

STATE OF WASHINGTON )  
Oregon ) ss.  
County of ~~Clark~~ Washington )

I certify that I know or have satisfactory evidence that John O'Neil is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Manager of GREEN MOUNTAIN LAND, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: February 5<sup>th</sup>, 2015.

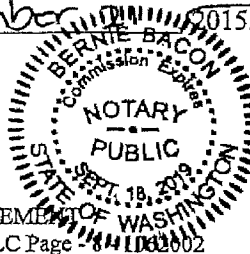


[Signature]  
NOTARY PUBLIC for the State of Washington, Oregon  
Residing in the County of Clark Washington  
My Commission Expires: Aug. 9, 2019

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Scott Higgins is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Mayor of the CITY OF CAMAS, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 11<sup>th</sup>, 2015.



[Signature]  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: 9/18/2019

DEVELOPMENT AGREEMENT OF WASHINGTON  
Green Mountain Land, LLC Page - 8 - 1002002



LAND SURVEYORS  
ENGINEERS

(360) 695-1385  
1111 Broadway  
Vancouver, WA  
98660

LEGAL DESCRIPTION FOR GREEN MOUNTAIN LAND, LLC  
PERIMETER

May 27, 2014

A parcel of land in the South half of Section 17, the East half of Section 20, and the West half of Section 21, all in Township 2 North, Range 3 East of the Willamette Meridian in Clark County Washington, described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of said Section 17;

THENCE North 89° 22' 57" West, along the North line of the South half of said Section 17, a distance of 3514.78 feet, more or less, to the centerline of Northeast Ingle Road;

THENCE South 01° 53' 59" West, along said centerline, a distance of 477.58 feet to a point on a 335.00 foot radius curve to the left;

THENCE along said centerline, and along said 335.00 foot radius curve to the left (the long chord of which bears South 19° 58' 22" East, a distance of 249.60 feet), an arc distance of 255.77 feet;

THENCE South 41° 50' 43" East, along said centerline, a distance of 141.81 feet to a 675.00 foot radius curve to the right;

THENCE along said centerline, and along said 675.00 foot radius curve to the right (the long chord of which bears South 33° 13' 03" East, a distance of 202.52 feet), an arc distance of 203.29 feet;

THENCE South 24° 35' 23" East, along said centerline, a distance of 57.61 feet to a point on a 1200.00 foot radius curve to the left;

THENCE along said centerline, and along said 1200.00 foot radius curve to the left (the long chord of which bears South 28° 02' 22" East, a distance of 144.41 feet), an arc distance of 144.50 feet;

THENCE South 31° 29' 20" East, along said centerline, a distance of 190.47 feet;

THENCE South 30° 43' 55" East, along said centerline, a distance of 678.85 feet;



LAND SURVEYORS  
ENGINEERS

(360) 695-1385  
1111 Broadway  
Vancouver, WA  
98660

THENCE South 29° 58' 13" East, along said centerline, a distance of 238.24 feet to a point which bears South 59° 56' 15" West from a 1/2" iron pipe marking the Northwest corner of that parcel of land conveyed to Keith and Gloria Bakker by deed recorded under Auditor's File No. G 646584, records of Clark County;

THENCE leaving said centerline, North 59° 56' 15" East, a distance of 21.66 feet to said iron pipe on the North line of said Bakker parcel;

THENCE continuing North 59° 56' 15" East, along said North line, a distance of 329.81 feet to a 3/4" iron pipe and the Northeast corner thereof;

THENCE South 33° 49' 02" East, along the East line of said Bakker parcel, a distance of 667.95 feet to a 3/4" iron pipe at the Southeast corner thereof;

THENCE South 49° 37' 59" West, along the South line of said Bakker parcel, a distance of 353.18 feet, more or less, to the centerline of Northeast Ingle Road;

THENCE South 40° 25' 24" East, along said centerline, a distance of 178.15 feet to a point which bears South 06° 18' 14" West from a 1/2" iron pipe on an Easterly line of that parcel of land conveyed to James M. Bartmess by deed recorded under Auditor's File No. 8911140220, records of Clark County;

THENCE North 06° 18' 14" East, along said Easterly line, a distance of 71.63 feet to said iron pipe and to an angle point;

THENCE North 86° 45' 59" East, along the Southerly line of said Bartmess tract, a distance of 9.94 feet to the Northwest corner of that parcel of land conveyed to Ronald and Rhonda Warman by deed recorded under Auditor's File No. 9004270087, records of Clark County;

THENCE North 86° 58' 36" East, along the North line of said Warman parcel, a distance of 790.14 feet to the Northeast corner thereof;

THENCE South 02° 04' 33" West, along the East line of said Warman parcel, a distance of 973.64 feet, more or less to the Northeasterly right-of-way line of Northeast Ingle Road as conveyed to Clark County by deed recorded under Auditor's File No. 4217481 D, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Road;

THENCE South 40° 25' 24" East, along said right-of-way line, a distance of 353.90 feet to a point on a 2030.00 foot radius curve to the right;

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JMB

Page 2 of 4



LAND SURVEYORS  
ENGINEERS

(360) 695-1385  
1111 Broadway  
Vancouver, WA  
98660

THENCE along said right-of-way, and along said 2030.00 foot radius curve to the right (the long chord of which bears South 37° 00' 37" East, a distance of 241.71 feet), an arc distance of 241.85 feet;

THENCE South 33° 35' 50" East, along said right-of-way, a distance of 1043.01 feet to a point on a 830.00 foot radius curve to the right;

THENCE along said right-of-way, and along said 830.00 foot radius curve to the right (the long chord of which bears South 23° 12' 47" East, a distance of 299.21 feet), an arc distance of 300.85 feet;

THENCE South 12° 49' 45" East, along said right-of-way, a distance of 392.70 feet to a point on a 770.00 foot radius curve to the left;

THENCE along said right-of-way, and along said 770.00 foot radius curve to the left (the long chord of which bears South 29° 32' 51" East, a distance of 443.01 feet), an arc distance of 449.36 feet;

THENCE South 46° 15' 59" East, along said right-of-way, and the Southerly projection thereof, a distance of 39.01 feet, more or less, to a point on the centerline of Northeast Goodwin Road;

THENCE North 43° 58' 00" East, along said centerline, a distance of 494.48 feet to a point on a 955.00 foot radius curve to the right;

THENCE along said centerline, and along said 955.00 foot radius curve to the right (the long chord of which bears North 56° 56' 15" East, a distance of 428.71 feet), an arc distance of 432.40 feet;

THENCE North 69° 54' 30" East, along said centerline, a distance of 354.84 feet to a point on a 955.00 foot radius curve to the right;

THENCE along said centerline, and along said 955.00 foot radius curve to the right (the long chord of which bears North 80° 35' 44" East, a distance of 354.20 feet), an arc distance of 356.26 feet to a point on the South line of the Northwest quarter of said Section 21;

THENCE South 88° 43' 02" East, along said South line, a distance of 987.61 feet to the Southeast corner of said Northwest quarter;

THENCE North 01° 27' 15" East, along the East line of said Northwest quarter, a distance of 1314.56 feet to the North line of the South half of the Northwest quarter of said Section 21;

THENCE North 88° 42' 01" West, along said North line, a distance of 1800.91 feet, more or less, to the East line of the T.J. Fletcher Donation Land Claim No. 51;

THENCE North 01° 13' 25" East, along said East line, a distance of 1315.09 feet, more or less, to the North line of the Northwest quarter of said Section 21;

THENCE North 88° 40' 59" West, along said North line, a distance of 830.93 feet to the Northwest corner of said Section 21;

THENCE North 01° 45' 50" East, along the East line of the Southeast quarter of said Section 17, a distance of 2650.46 feet to the POINT OF BEGINNING.

SUBJECT TO county roads.

EXCEPT that parcel conveyed to Green Mountain Resorts, Inc. by deed recorded under Auditor's File No. 9311050364, also known as Mountain Glen Subdivision, recorded in Book "J" of Plats, at Page 199, records of Clark County.

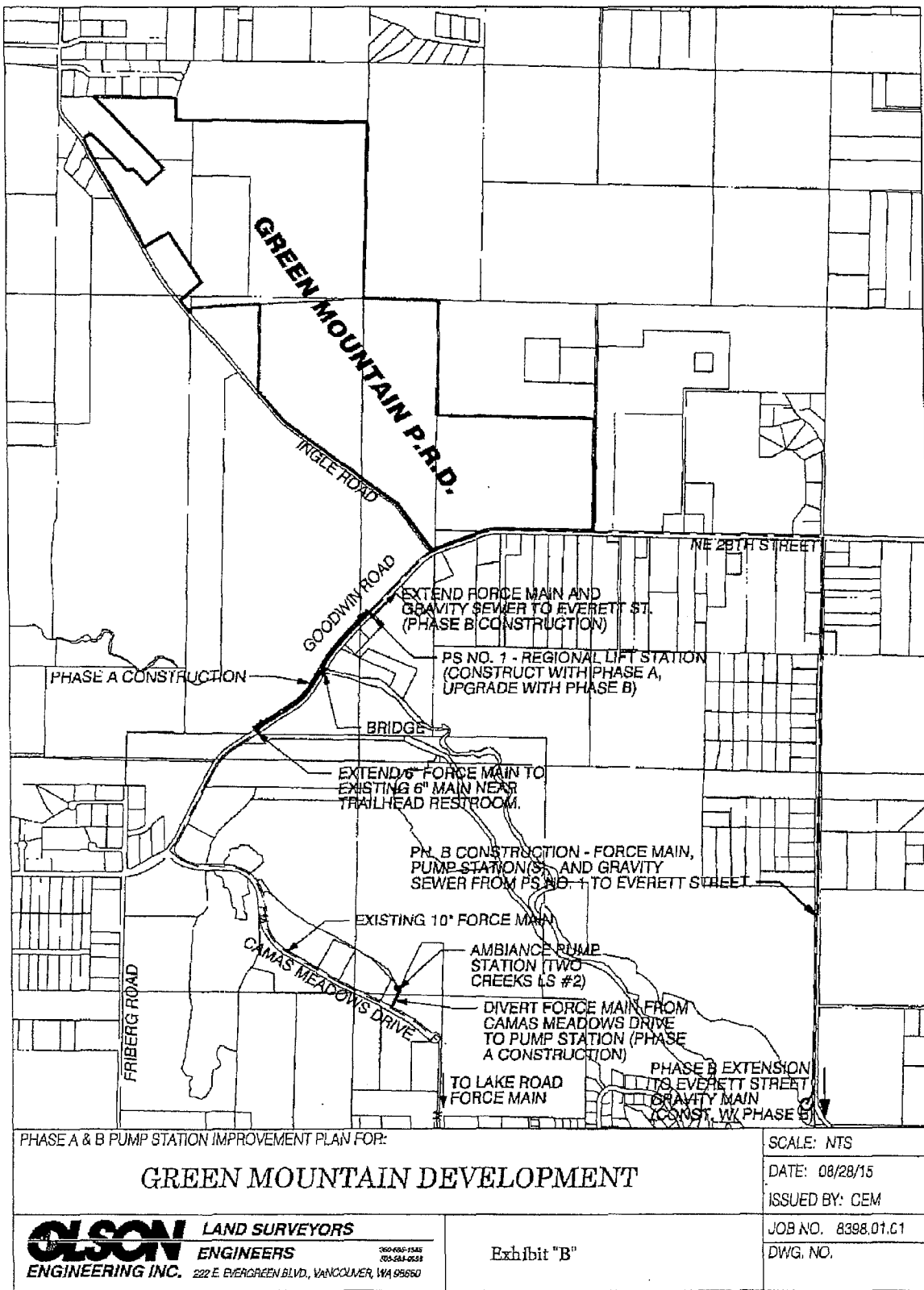
ALSO EXCEPT that parcel of land conveyed to R. Lon and Rachelle Combs, recorded under Auditor's File No. 4150099 D, records of Clark County.



05/29/14

Z:\8000\8900\8930\8938\Legal Descriptions\8938.0008\leg-Perimeter.doc  
JMB

Page 4 of 4



# EXHIBIT C

## City of Camas, Washington Water and Sewer Revenue Bonds, 2015 Bond Debt Service Breakdown (FINAL)

Total Project Fund:	\$	17,000,000	100.00%
City Funded Portion:	\$	15,100,000	88.82%
Developer Funded Portion:	\$	1,900,000	11.18%

All in TIC of Debt 3.4861%  
# of Pmts 30

	New Money Portion of Bonds		Developer Portion	
	Total Debt Service	Annual Debt Service	Semiannual PMT	Annual PMT
12/1/2015	\$ 158,237	\$ 158,237		
6/1/2016	351,638		\$81,867	
12/1/2016	351,638	\$703,275	81,867	163,734
6/1/2017	351,638		81,867	
12/1/2017	761,638	\$1,113,275	81,867	163,734
6/1/2018	347,538		81,867	
12/1/2018	767,538	\$1,115,075	81,867	163,734
6/1/2019	343,338		81,867	
12/1/2019	768,338	\$1,111,675	81,867	163,734
6/1/2020	338,088		81,867	
12/1/2020	769,088	\$1,108,175	81,867	163,734
6/1/2021	332,638		81,867	
12/1/2021	777,638	\$1,110,275	81,867	163,734
6/1/2022	325,963		81,867	
12/1/2022	785,963	\$1,111,925	81,867	163,734
6/1/2023	318,783		81,867	
12/1/2023	796,783	\$1,113,525	81,867	163,734
6/1/2024	304,763		81,867	
12/1/2024	804,763	\$1,109,525	81,867	163,734
6/1/2025	292,263		81,867	
12/1/2025	822,263	\$1,114,525	81,867	163,734
6/1/2026	279,013		81,867	
12/1/2026	834,013	\$1,113,025	81,867	163,734
6/1/2027	265,138		81,867	
12/1/2027	1,265,138	\$1,530,275	81,867	163,734
6/1/2028	240,138		81,867	
12/1/2028	1,290,138	\$1,530,275	81,867	163,734
6/1/2029	219,138		81,867	
12/1/2029	1,314,138	\$1,533,275	81,867	163,734
6/1/2030	194,500		81,867	
12/1/2030	1,339,500	\$1,534,000	81,867	163,734
6/1/2031	165,875			
12/1/2031	1,365,875	\$1,531,750		
6/1/2032	135,875			
12/1/2032	1,395,875	\$1,531,750		
6/1/2033	104,375			
12/1/2033	1,429,375	\$1,533,750		
6/1/2034	71,250			
12/1/2034	1,461,250	\$1,532,500		
6/1/2035	36,500			
12/1/2035	1,496,500	\$1,533,000		
	\$ 25,773,087	\$ 25,773,087	\$ 2,458,009	\$ 2,458,009

Payments shall be made either annually or semi annually as provided for above.



EXHIBIT D

LEGAL DESCRIPTION FOR GREEN MOUNTAIN LAND LLC  
INITIALLY LIENED PROPERTY

December 18, 2015

A parcel of land in the Thomas J. Fletcher Donation Land Claim No. 51 and the East half of Section 20, and the West half of Section 21 all in Township 2 North, Range 3 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at the Northwest corner of said Section 21;

THENCE South 88° 40' 59" East, along the North line of the Northwest quarter of said Section 21, a distance of 830.93 feet to the East line of the Thomas J. Fletcher Donation Land Claim No. 51;

THENCE South 01° 13' 25" West, along said East line, a distance of 1315.09 feet to the North line of the South half of said Northwest quarter;

THENCE South 88° 42' 01" East, along said North line, a distance of 180.00 feet to the TRUE POINT OF BEGINNING;

THENCE South 01° 17' 59" West, leaving said North line, a distance of 214.50 feet;

THENCE South 43° 42' 01" East, a distance of 97.00 feet;

THENCE South 46° 17' 59" West, a distance of 217.43 feet;

THENCE North 43° 42' 01" West, a distance of 217.20 feet;

THENCE North 01° 17' 59" East, a distance of 209.50 feet;

THENCE North 44° 04' 38" West, a distance of 10.00 feet;

THENCE South 45° 55' 22" West, a distance of 18.00 feet;

THENCE North 44° 04' 38" West, a distance of 45.00 feet;

THENCE South 45° 55' 22" West, a distance of 25.00 feet;

THENCE North 44° 04' 38" West, a distance of 293.00 feet;

THENCE South 64° 48' 03" West, a distance of 119.90 feet to a point of a 325.00 foot radius curve to the left;

THENCE along said 325.00 foot radius curve to the left (the long chord of which bears South 50° 35' 01" West, a distance of 159.64 feet), an arc distance of 161.29 feet;

THENCE South 36° 21' 59" West, a distance of 152.00 feet;

THENCE South 53° 38' 01" East, a distance of 82.00 feet;

THENCE South 36° 21' 59" West, a distance of 60.08 feet to a point on a 25.00 foot radius non-tangent curve to the left;

THENCE along said 25.00 foot radius non-tangent curve to the left (the long chord of which bears South 79° 04' 29" West, a distance of 33.91 feet), an arc distance of 37.27 feet;

THENCE South 36° 21' 59" West, a distance of 10.37 feet to a point on a 226.00 foot radius curve to the right;

THENCE along said 226.00 foot radius curve to the right (the long chord of which bears South 40° 24' 28" West, a distance of 31.86 feet), an arc distance of 31.88 feet;

THENCE South 44° 26' 57" West, a distance of 116.20 feet to a point on a 25.00 foot radius curve to the left;

THENCE along said 25.00 radius curve to the left (the long chord of which bears South 10° 50' 12" West, a distance of 27.68 feet), an arc distance of 29.33 feet;

THENCE South 52° 11' 03" West, a distance of 52.78 feet to a point on a 174.00 foot radius non-tangent curve to the left;



LAND SURVEYORS  
ENGINEERS

(360) 695-1385  
222 E. Evergreen Blvd.  
Vancouver, WA  
98660

THENCE along said 174.00 foot radius non-tangent curve to the left (the long chord of which bears North 41° 41' 00" West, a distance of 23.47 feet), an arc distance of 23.49 feet;

THENCE North 45° 33' 03" West, a distance of 41.94 feet;

THENCE South 56° 38' 34" West, a distance of 154.02 feet;

THENCE North 33° 21' 26" West, a distance of 10.00 feet;

THENCE South 56° 38' 34" West, a distance of 384.01 feet to the Northeasterly right-of-way line of Northeast Ingle Road as conveyed to Clark County by deed recorded under Auditor's File Number 4217481 D, said point being 30.00 from, when measured perpendicular to, the centerline of said Road;

THENCE South 33° 35' 50" East, along said right-of-way line, a distance of 334.36 feet;

THENCE North 56° 24' 10" East, leaving said right-of-way line, a distance of 337.32 feet;

THENCE South 33° 35' 50" East, a distance of 116.84 feet;

THENCE North 60° 11' 05" East, a distance of 517.11 feet;

THENCE South 18° 43' 16" East, a distance of 40.08 feet to a point on a 180.00 foot radius curve to the left;

THENCE along said 180.00 foot radius curve to the left (the long chord of which bears South 44° 53' 37" East, a distance of 158.79 feet), an arc distance of 164.45 feet to a point of compound curvature with a 330.00 foot radius curve to the left;

THENCE along said 330.00 foot radius curve to the left (the long chord of which bears North 83° 01' 06" East, a distance of 288.45 feet), an arc distance of 298.52 feet;

THENCE North 57° 06' 11" East, a distance of 219.78 feet;

THENCE South 44° 04' 38" East, a distance of 645.44 feet;

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THENCE South 01° 37' 56" West, a distance of 296.43 feet to a point on the centerline of Northeast Goodwin Road, said point being a point on a 955.00 foot radius non-tangent curve to the right;

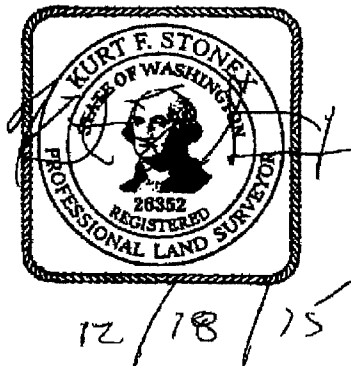
THENCE along said centerline, and along 955.00 foot radius non-tangent curve to the right (the long chord of which bears North 88° 56' 49" East, a distance of 77.84 feet), an arc distance of 77.87 feet to a point on the South line of said Northwest quarter;

THENCE South 88° 43' 02" East, along said South line, a distance of 987.61 feet to the Southeast corner of said Northwest quarter;

THENCE North 01° 27' 15" East, along the East line of said Northwest quarter, a distance of 1314.56 feet to the North line of the South half of said Northwest quarter;

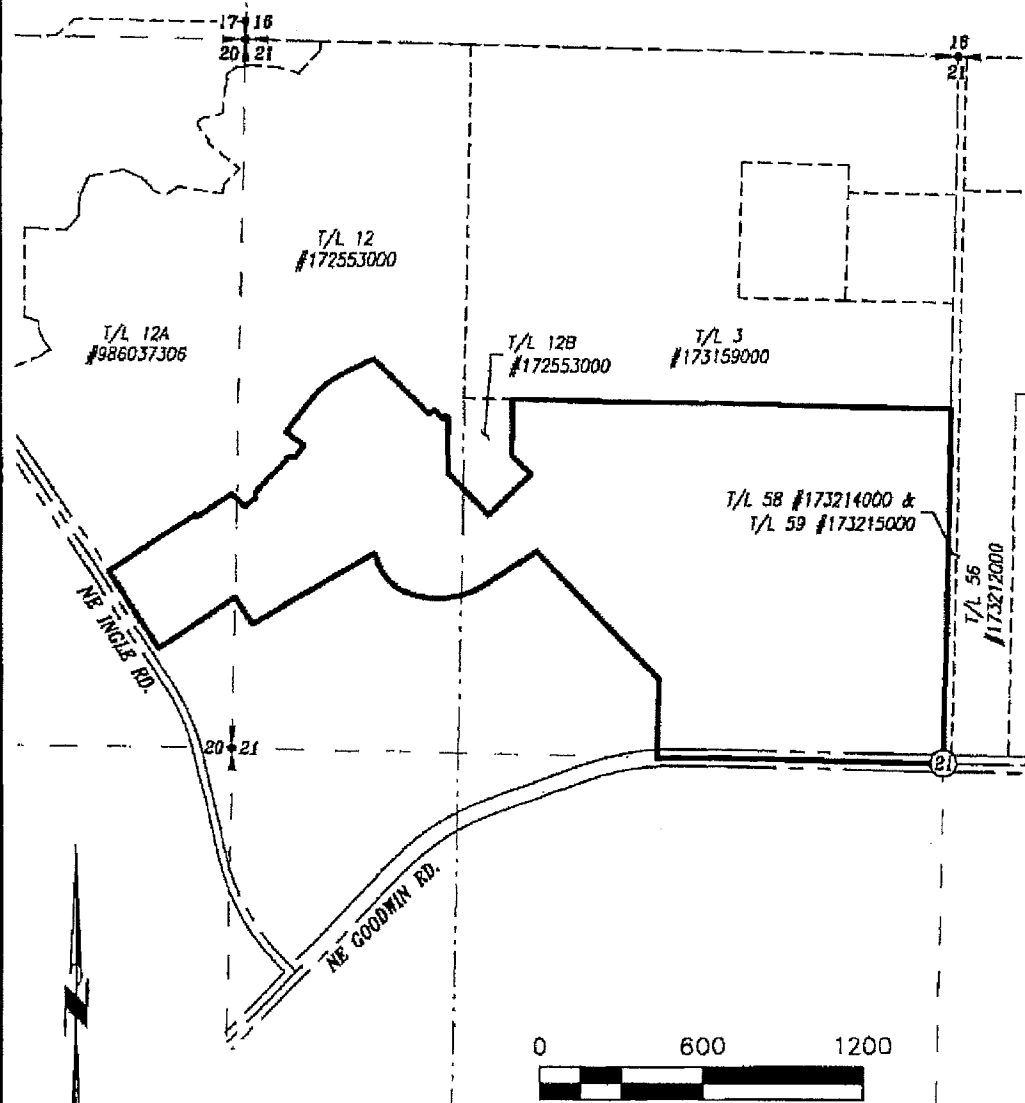
THENCE North 88° 42' 01" West, along said North line, a distance of 1620.91 feet to the TRUE POINT OF BEGINNING.

Contains 58.64 Acres, more or less.



**EXHIBIT E**  
**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**FOR GREEN MOUNTAIN LAND LLC**  
**INITIALLY LIENED PROPERTY**

E1/2 SECTION 20 & W1/2 SECTION 21, T. 2 N., R. 3 E., W.M.,  
 CITY OF CAMAS, CLARK COUNTY, WASHINGTON



**OLSON** LAND SURVEYORS  
**ENGINEERS**  
 ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660  
 1-360-605-1385  
 1-509-289-9936

**APPOINTMENT INFORMATION FOR 02/05/2018 COUNCIL MEETING**

**Library Board of Trustees:**

Appoint Jennifer Smith for a 5-year term to expire January 31, 2023.