

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

- I. CALL TO ORDER
- II. ROLL CALL
- III. PUBLIC COMMENTS
- IV. WORKSHOP TOPICS
 - A. City of Camas Bill Pay Demonstration
 Presenter: Cathy Huber Nickerson, Finance Director
 - Camas Bill Pay Bookmark Insert in November Utility Bill
 Camas Flyer in September Utility Bill
 - B. City of Camas 2019 Property Tax Projections
 Presenter: Cathy Huber Nickerson, Finance Director
 2019 Property Tax Presentation
 - C. 2019-2020 Revenue Budget Overview Presentation Presenter: Cathy Huber Nickerson, Finance Director
 - 2019-2020 Revenue Budget
 - D. North Shore Lacamas Legacy Lands Presenter: Jerry Acheson
 - North Shore Legacy Lands
 - E. Wallis Engineering Consultant Services Amendment Crown View Pump Station Presenter: Sam Adams, Utilities Manager
 - Staff Report Wallis Contract Amendment
 - F. Bell & Associates Consultant Services Amendment Solid Waste Plan Presenter: Sam Adams, Utilities Manager
 - Staff Report Bell Associates Amendment
 - G. 2019 Timber Harvest Professional Services Presenter: Sam Adams, Utilities Manager
 - Staff Report AKS Consultant Services

AKS Consultant Services - 2019 Timber Harvest

H. Water and Sewer System Development Charge Update

Presenter: Steve Wall, Public Works Director

Water-Sewer System Development Charges Update

I. Public Works Miscellaneous and Updates

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

Presenter: Steve Wall, Public Works Director

J. Community Development Miscellaneous and Updates

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

Presenter: Phil Bourquin, Community Development Director

K. City Administrator Miscellaneous Updates and Scheduling

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

Presenter: Pete Capell, City Administrator

V. COUNCIL COMMENTS AND REPORTS

VI. PUBLIC COMMENTS

VII. ADJOURNMENT

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.

www.cityofcamas.us/billpay pay by phone: (360) 817-7117

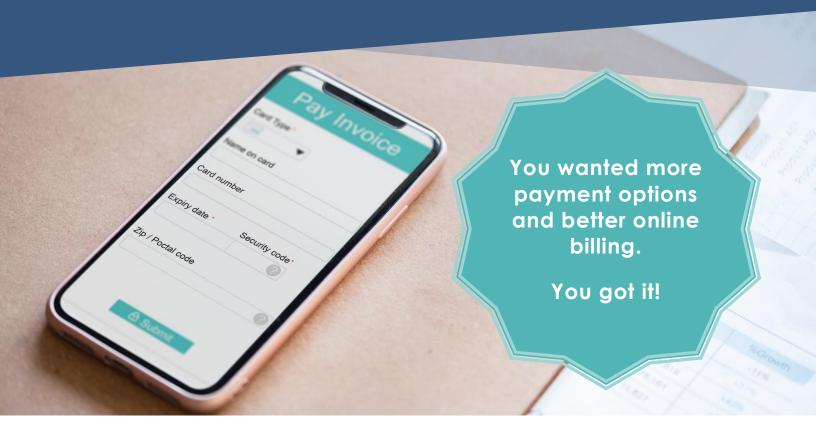
VISA DISCOVER echeck



Our new utility billing site gives you so many features:

- ✓ Text and email due date reminders
- ✓ Pay right from within a new bill notice
- ✓ E-checks now accepted, even for auto-pay
- New bill notices now include late bills
- Payments accepted by telephone
- Warnings when a saved card is soon to expire
- ✓ Optimization for mobile, so you can pay on the go
- Greater flexibility for how often auto pay runs





The Camas Finance Department has partnered with the industry leader in online payment technology, Paymentus, to bring you a new site for viewing and paying utility bills.

The new site offers many of the features you want, including:

- Bill notices that now include late bills
- E-checks and payments by phone
- Choices for how often auto-pay runs

Check out the new site and sign up, or find us at one of our information sessions to learn more and get help enrolling.

How can utility payments be submitted?









E-mail

Text Message

Online

Telephone

What payment types will be accepted?











Information Sessions

Camas City Hall 616 NE Fourth Avenue Camas, WA 98607

September 10th, 2018 9 AM - 11AM

2 PM - 4 PM

October 9th, 2018 2 PM - 4 PM

November 9th, 2018 9 AM - 11AM



City of Camas

2019-2020 BIENNIAL BUDGET PROPERTY TAX PRESENTATION

Tax Bill

Calculating the tax bill

Tax Levy (1% over last yr)

Tax Rate * Home Value =

Assessed Value of City

Tax Levy Limit – Using 2018 Base

- ▶ In the formula, the increase in the amount of money the City can levy from one year to the next is limited (I-747) to 1% or the Implicit Price Deflator which ever is less
 - ▶ Implicit Price Deflator is approximately 2.16% for 2019
- Using the 2018 levy as a base
 - ▶ 1% increase on the 2018 levy is \$119,972 for a total levy of \$12,117,140
- New construction is also added to the levy amount
- Subject to the statutory maximum levy rate of \$3.60

2019 Property Tax Levy Options

	1% Increase	No Increase
Base Levy	\$11,997,168	\$11,997,168
Lawful Increase of 1%	\$119,972	\$0
Estimated New Construction Increase	\$262,743	\$262,743
Total Tax Levy for 2018	\$12,379,883	\$12,259,911
Estimated Assessed Value	\$4,671,051,023	\$4,671,051,023
Estimated Levy Rate	\$2.65034/\$1,000	\$2.62466/\$1,000
Home Owner's Bill*	\$1,231	\$1,219
Difference		(\$12)

^{*}Median Home Price \$464,700

2018-2019 Property Tax Levy Comparison

	2018 Comparison	2019 Comparison	% Change
Base Levy	\$11,558,723	\$11,997,168	3.8%
Lawful Increase of 1%	\$115,587	\$119,972	3.8%
New Construction Increase	\$312,302	\$262,743	-15.77%
Total Tax Levy for 2018	\$11,986,612	\$12,379,883	3.4%
Assessed Value	\$4,157,141,196	\$4,671,051,023	12.4%
Levy Rate	\$2.88338/\$1,000	\$2.65034/\$1,000	-8%
Home Owner's Bill*	\$1,281	\$1,231	-3.9%
Difference		(\$50)	



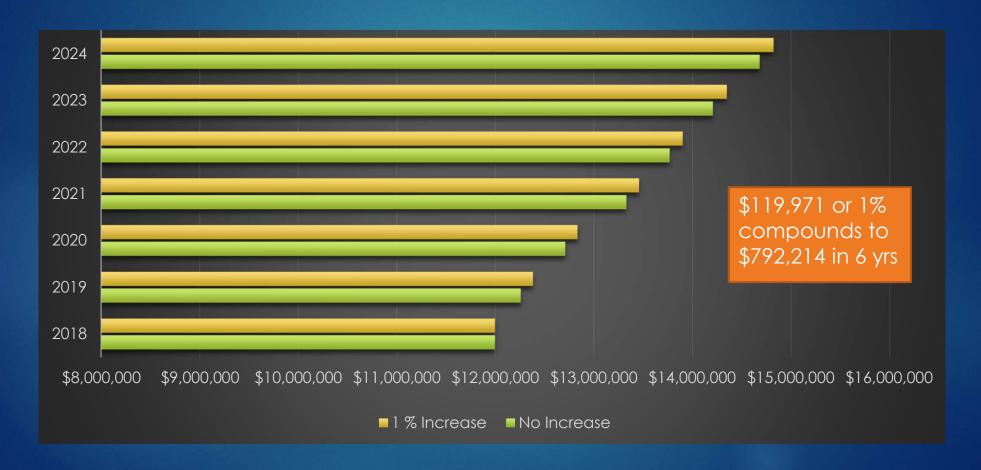
Tax Levy

Reduces Levy Rate

Offset with home price increase

*2018 Median Home Price \$444,200 and \$464,700 in 2019 that is 4.6%

2019 Property Tax Levy Options



Home Owner Tax Bill







EMS Levy Reset



Council's Consideration

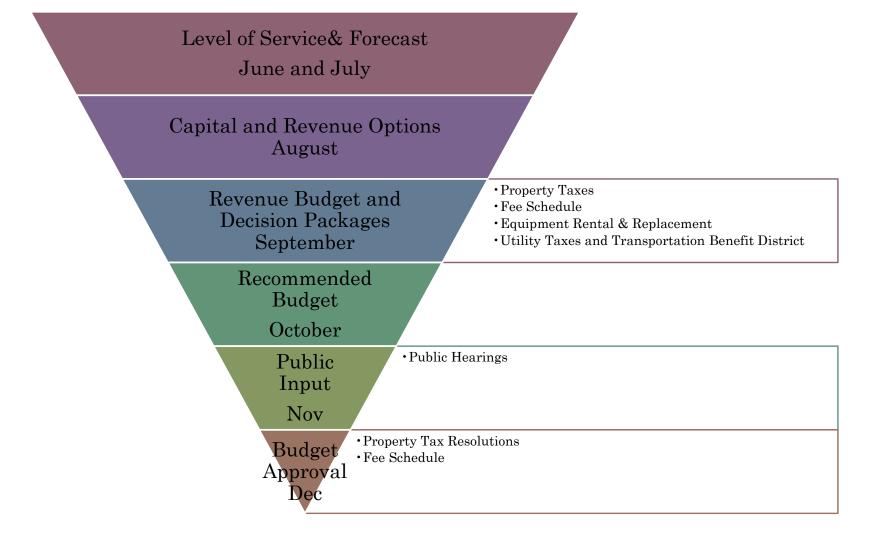
1% increase for \$119,972

 Annual impact on the median homeowner is estimated to be \$50 decrease from 2018 in City taxes.

No increase Annual impact on the median homeowner is estimated to be \$64 decrease from 2018 in City taxes.



2019-2020 Revenue Budget



Budget Process

2019-2020 Revenue Budget Projections

Assumptions

General Fund Revenues

Street Revenue

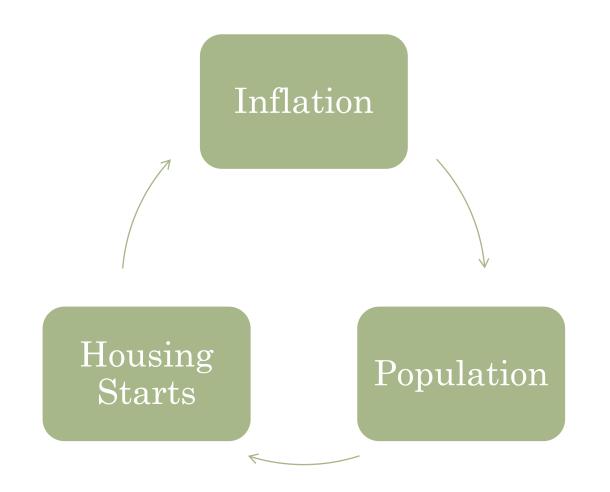
Fire and EMS Revenue

Capital Funding

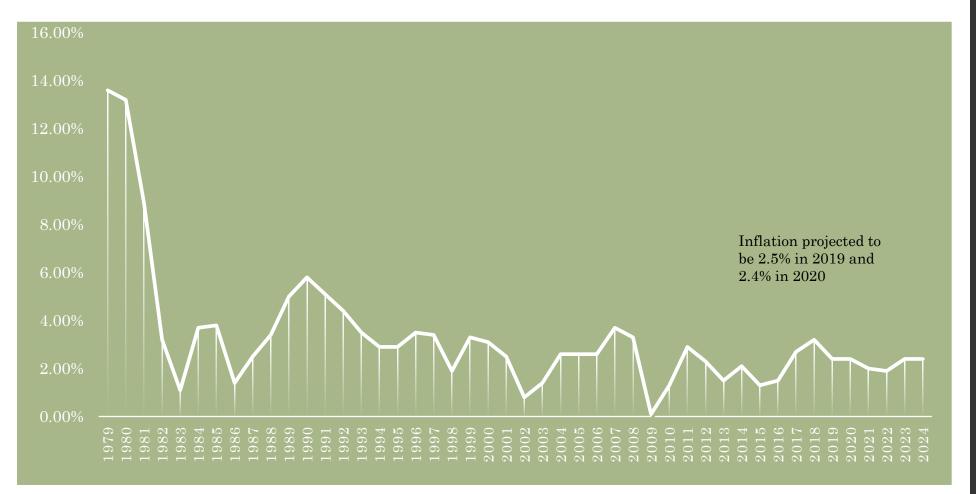
Utilities (Consultant Utility Rate Analysis)

Next Steps

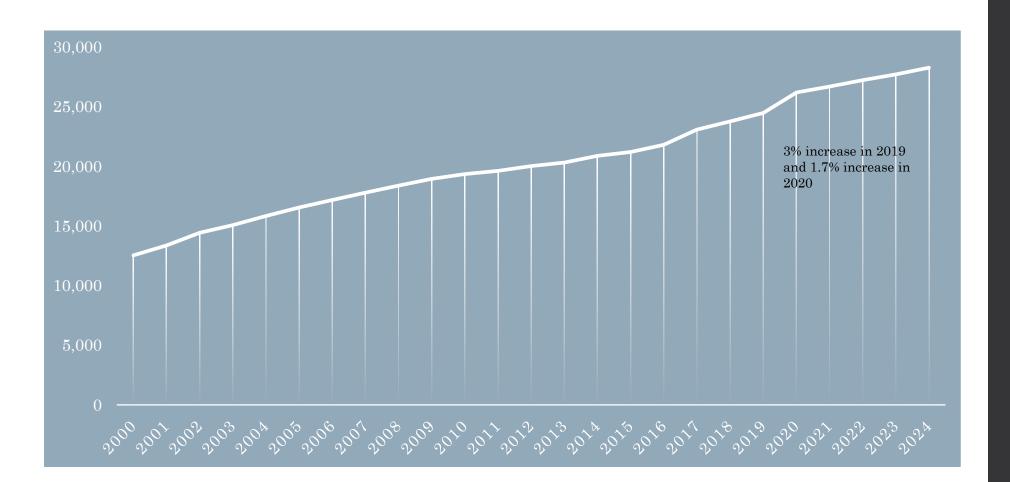
Assumptions



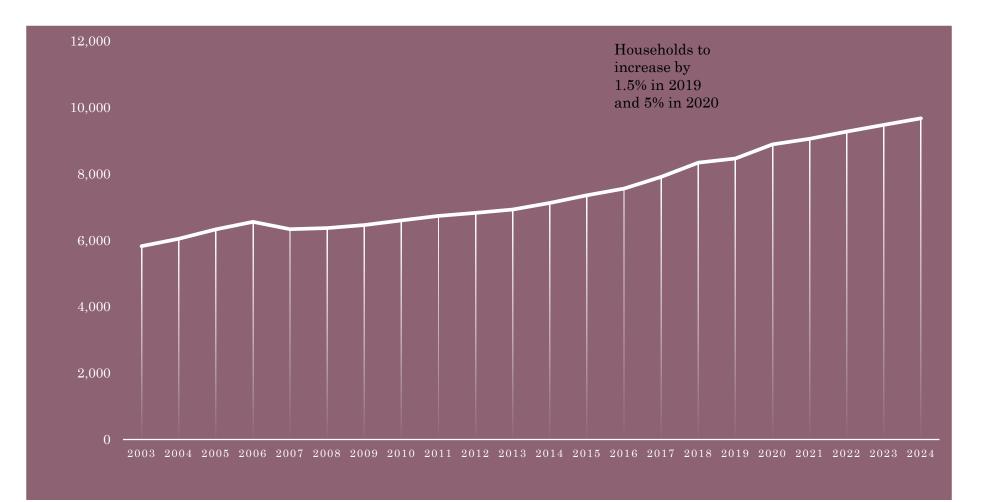
Inflation



Population



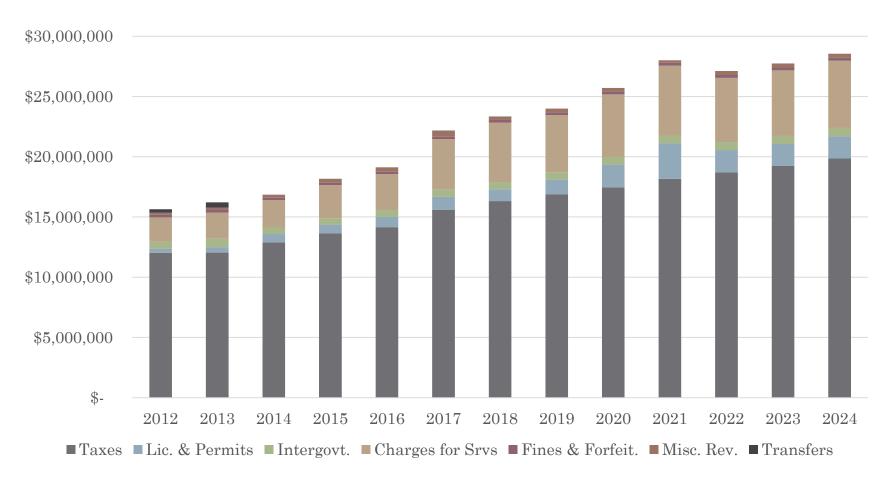
Households



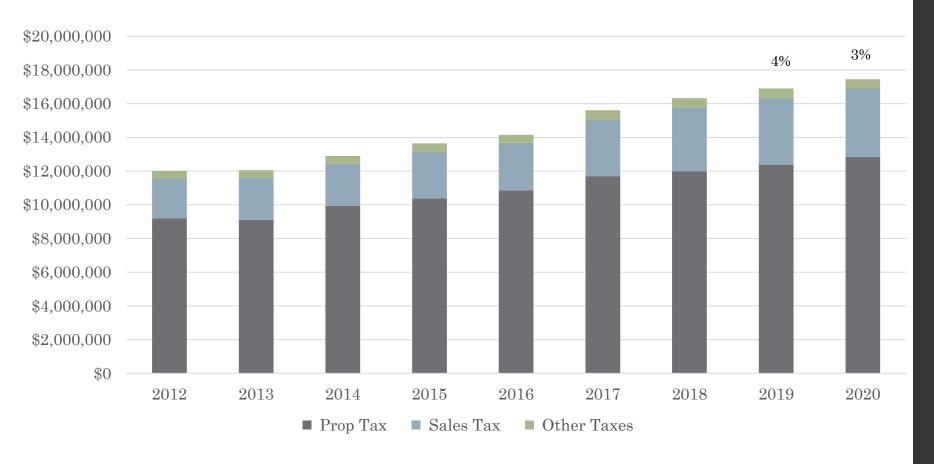
Revenue Projection

General Fund

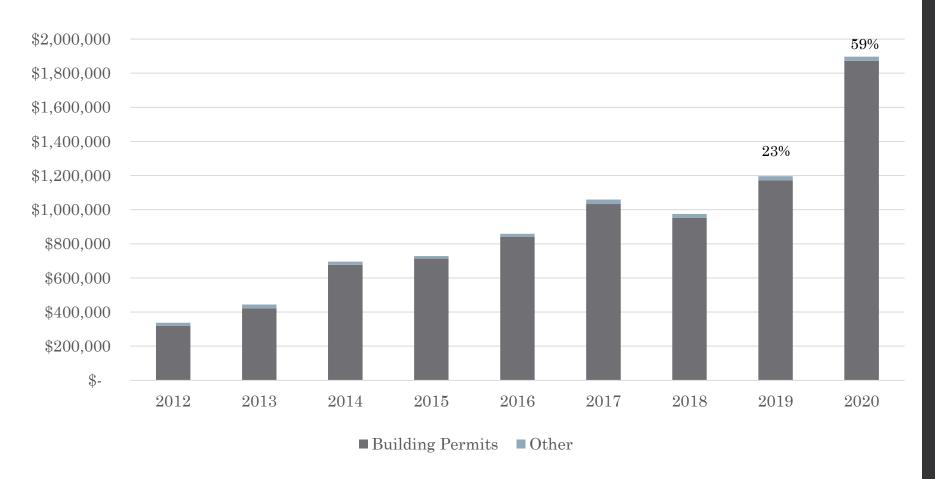
Sources of Funding



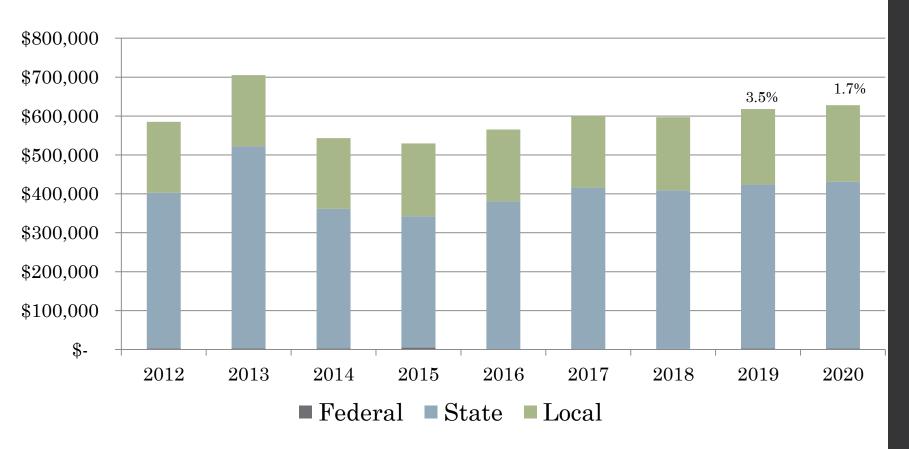
Tax Projections



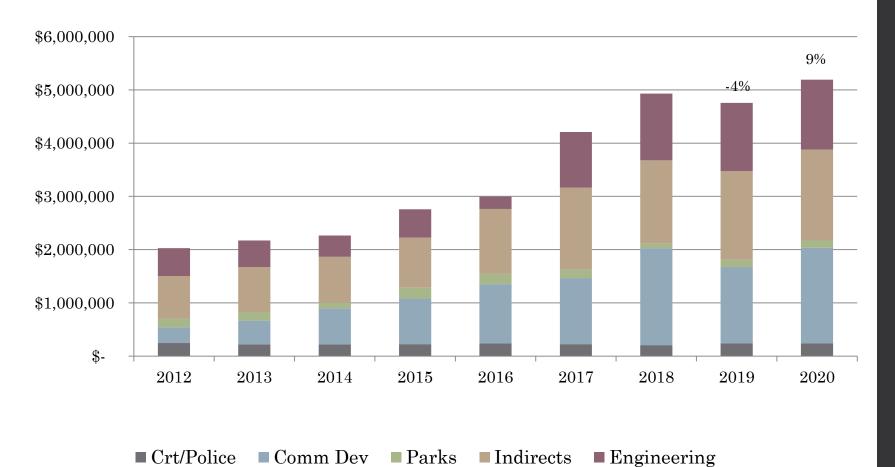
Licenses & Permits



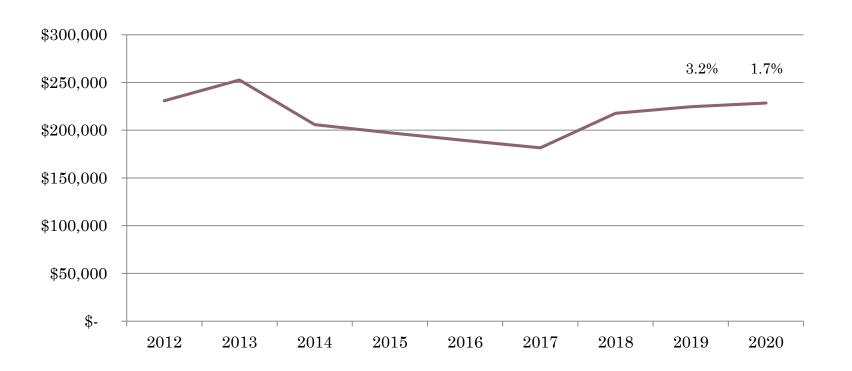
Federal, State and Locally Shared Revenue



Charges for Services



Fines and Forfeitures



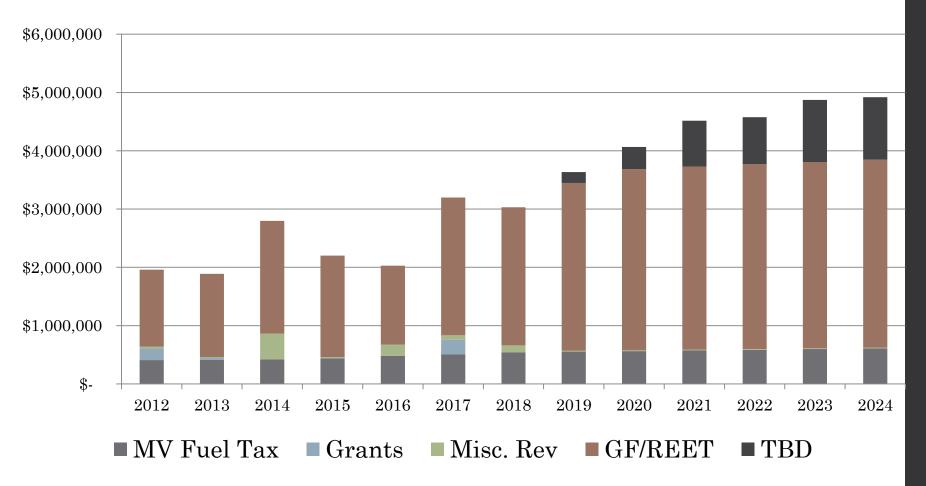
2019-2020 GF Revenue Estimate

	2019	2020
• Taxes	\$ 16,897,567	\$17,456,045
• Licenses & Permits	\$ 1,196,647	\$ 1,897,338
 Intergovernmental 	\$ 617,834	\$ 628,050
· Charges for Services	\$ 4,755,608	\$ 5,191,737
• Fines and Forfeitures	\$ 224,594	\$ 228,412
· Miscellaneous Revenue	\$ 308,191	\$ 314,266
Total General Fund Est. Revenue	\$ 24,000,441	\$25,715,848
	7.2%	7.1%

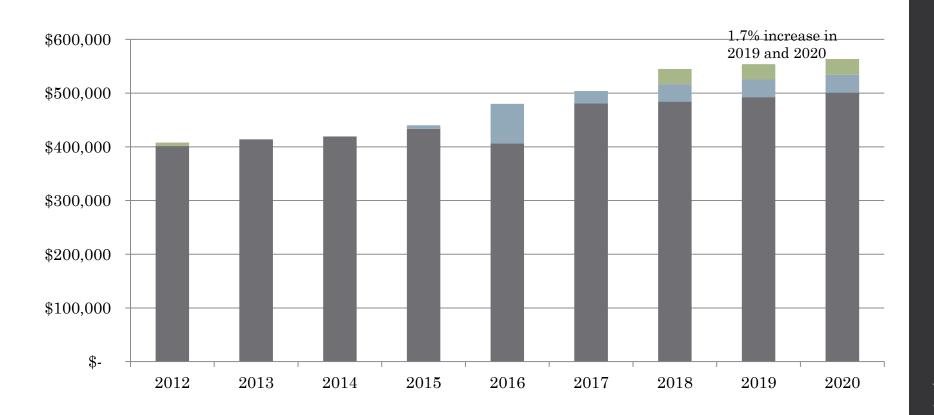
Revenue Projection

Street Fund

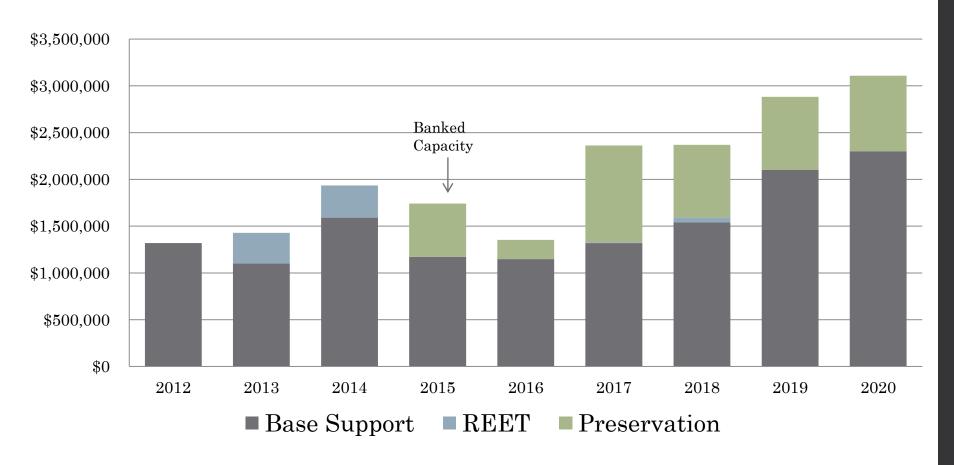
City Street Revenues



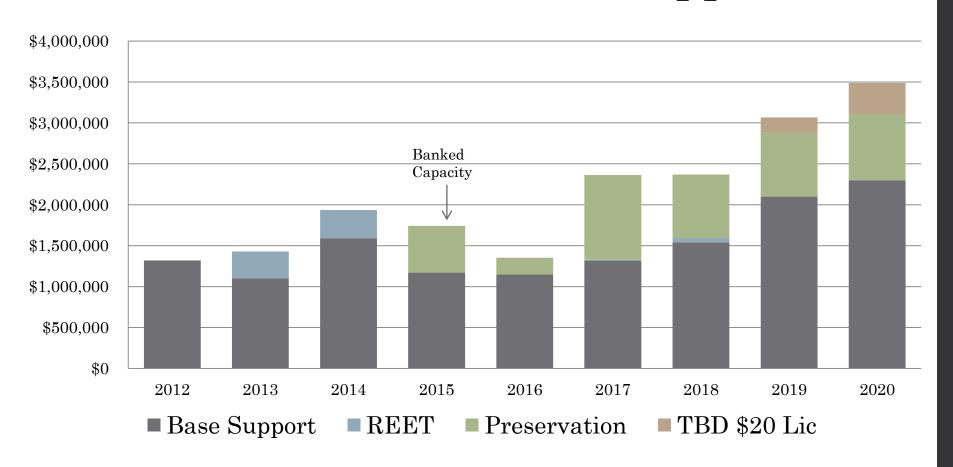
Motor Vehicle Fuel Tax



General Fund Support



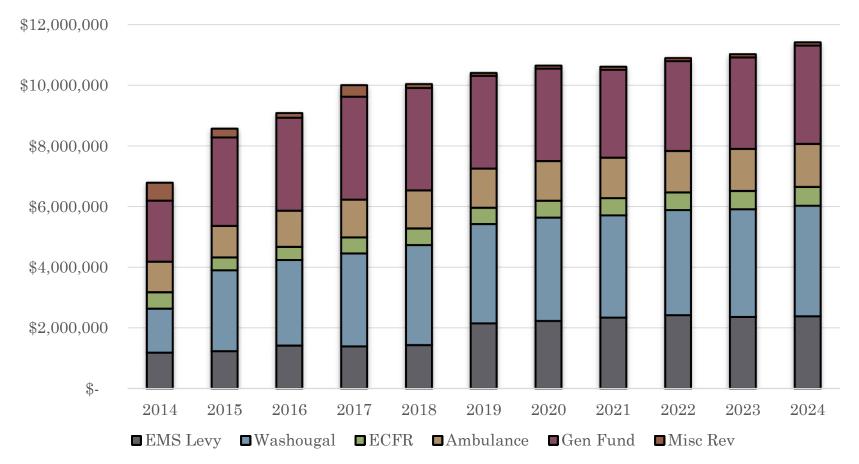
General Fund and TBD Support



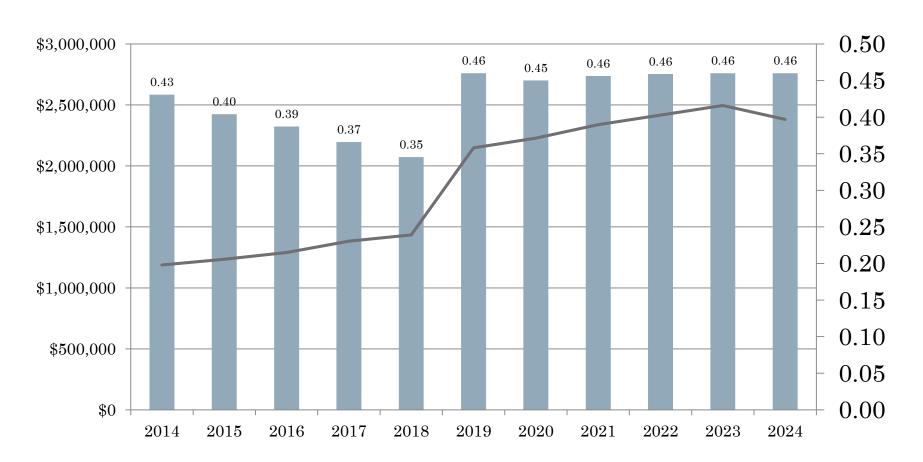
Revenue Projection

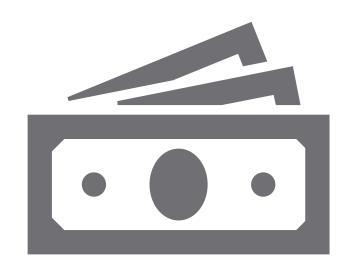
Fire and EMS Fund

CWFD Revenues



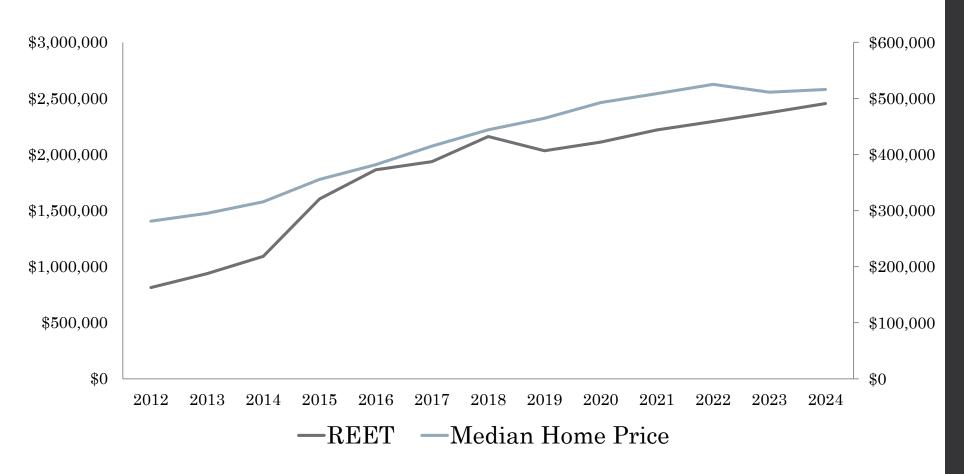
EMS Property Taxes





Capital Revenues

Real Estate Excise Tax



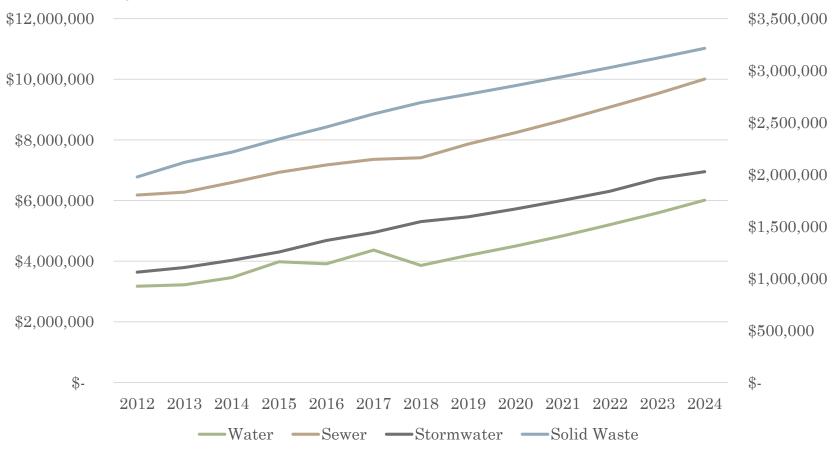
Impact Fees



Water, Sewer, Storm Water and Solid Waste

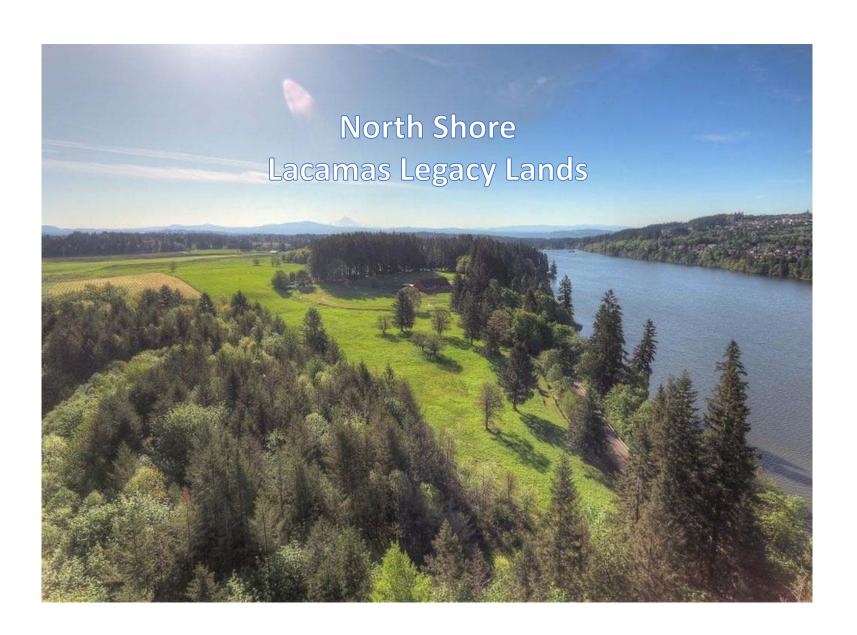
Revenues

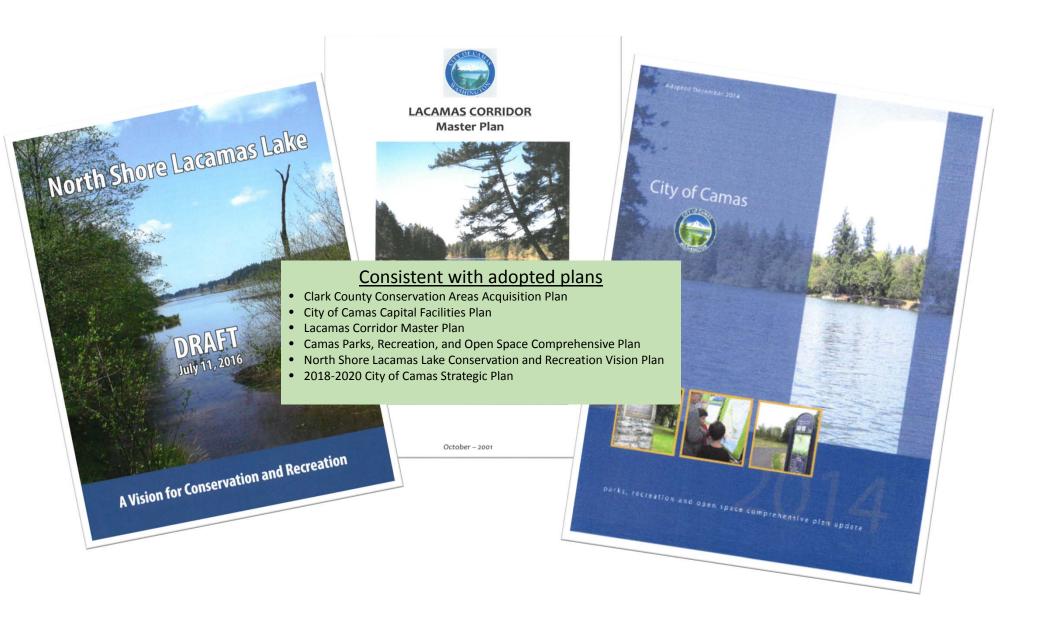
Utility Rate Revenue



Next Steps to 2019-2020 Budget

- September 17th
 - Decision Packages
 - Transportation Benefit District
 - Utility Taxes





City of Camas Strategic Plan

2018-2020

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Camas



OUR MISSION

The City of Camas commits to preserving its heritage, sustaining and enhancing a high quality of life for all its citizens and developing the community to meet the challenges of the future.

OUR VISION

SMALL TOWN FEEL

Great Place to Son Raise A Jobs That

Raise A
Family

Our Community

Integrated with Outdoors

OUR DECISION PRINCIPLES

- Providing services in line with community needs & priorities?
- Maintaining or building financial sustainability for our City?
- Preserving our integration with the outdoors?
- that feels like a small town?

OUR INTERNAL VALUES

- Service Oriented
- Vision Driven
- Partnering and Collaboration
- Accountability
- Continuous Improvement

CITY OF CAMAS 2018-2020 STRATEGIC PRIORITIES

Meet COMMUNITY
 NEEDS with optimal
 use of community
 resources

2. Build FINANCIAL SUSTAINABILITY for our City 3. Ensure CORE INFRASTRUCTURE to meet community needs 4. Proactively MANAGE GROWTH in line with our vision & decision principles

2018-2020 KEY OBJECTIVES

- All community needs & chosen priorities funded at defined service levels by 2020
- Improve efficiency: Six (6) process improvements completed annually
- Balanced Budget (with reserve funded AND community needs and high priority wants funded)
- Improve Bond Rating from AA to AAA
- Infrastructure capacity
- Corrective
 Maintenance/
 Preventive
 Maintenance %
- "Jobs" Ready Land/Residential "Ready" Land
- Green Space per capita
- Initiasu ucture capacity

2018-2020 KEY INITIATIVES

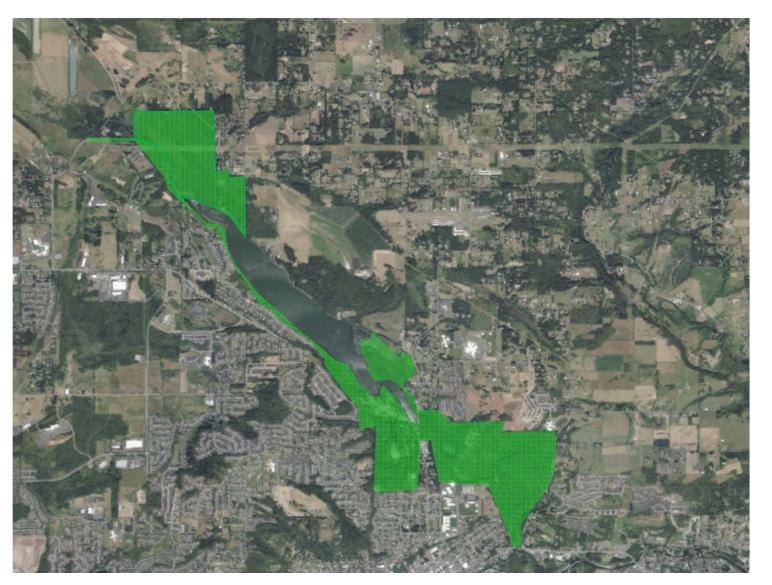
- Define and prioritize service levels, including performance measures
- 2. Implement Lean citywide
- Develop technology roadmap
- Evaluate service delivery models
- 5. Develop community engagement and communications strategy

- Update all Financial
 Policies to GFOA best
 practices
- 2. Open and transparent program-based budget
- Update Utility Rates, Impact Fees, SDC's
- Revenue Strategy (overall size and diversification)
- 5. Develop Long-Term Financial Plan, Including Capital Programs

- Complete Condition
 assessment on all
 core infrastructure and
 facilities
- SR500 corridor strategy with a Lake-Everett Intersection plan
- 3. Infrastructure and facilities capacity plan
- 4. Asset Management System specified
- Water & Sewer Level of Service Analysis

- Protect Backdrop of Lacamas Lake on North Shore
- Prioritize, rulio & implement an updated Parks Recreation
 Open Space (PROS) plan
- 3. Complete Grass Valley subarea plan
- Transportation Capital Facilities Plan and level of service analysis

Enhance tools and processes to improve communications: within departments, across departments, and with Council.

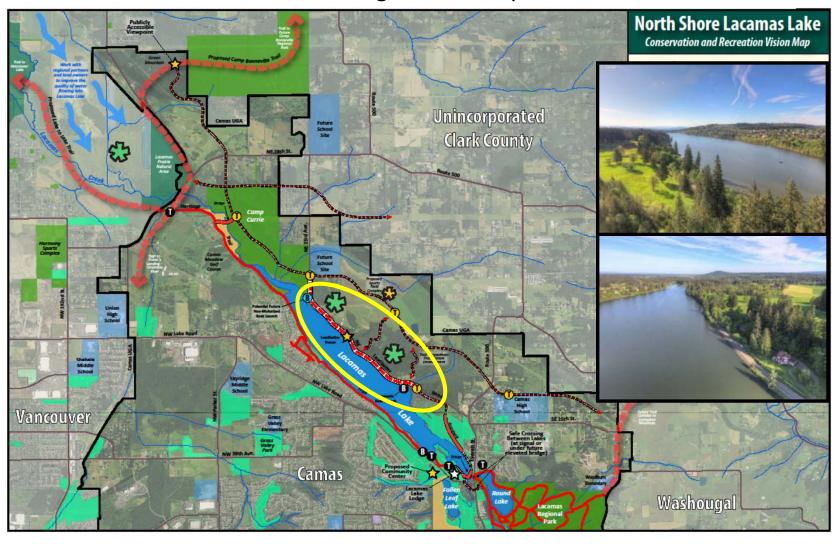


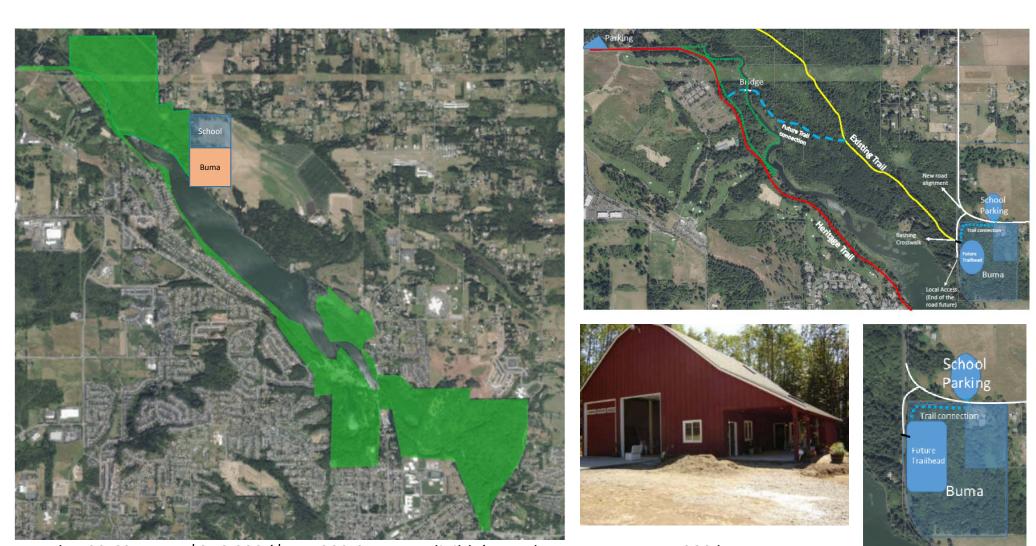




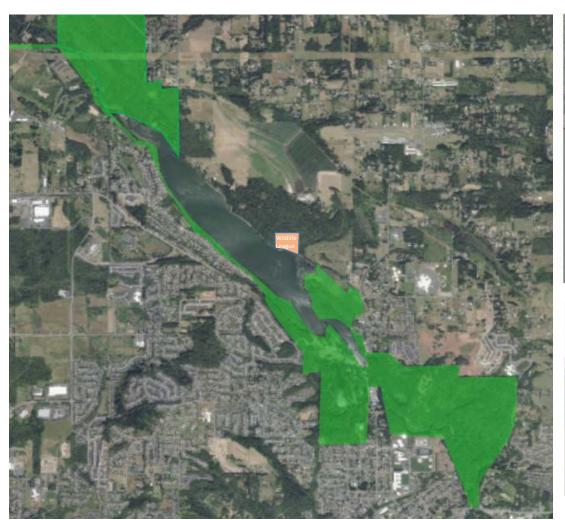


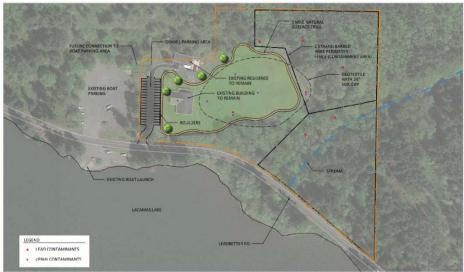
140 acres targeted for acquisition





Parcel 1, 22.63 acres, \$946,000 (\$511,000 CF grant eligible) Developers Agreement 289 lots Parcel 2, 6 acres, \$1,441,000, Other municipal uses







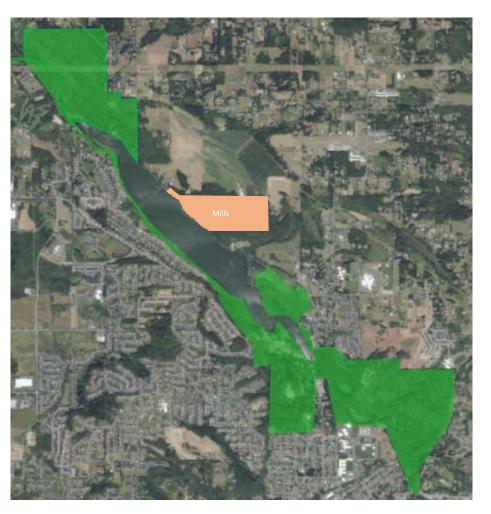


Wildlife League, 10 acres, appraised \$700,000 (donation)





85 acre property, 289 lot approved subdivision
Target area, 13 acres (38 lots), Appraised \$1,900,000 (\$1,026,000 CF grant eligible)

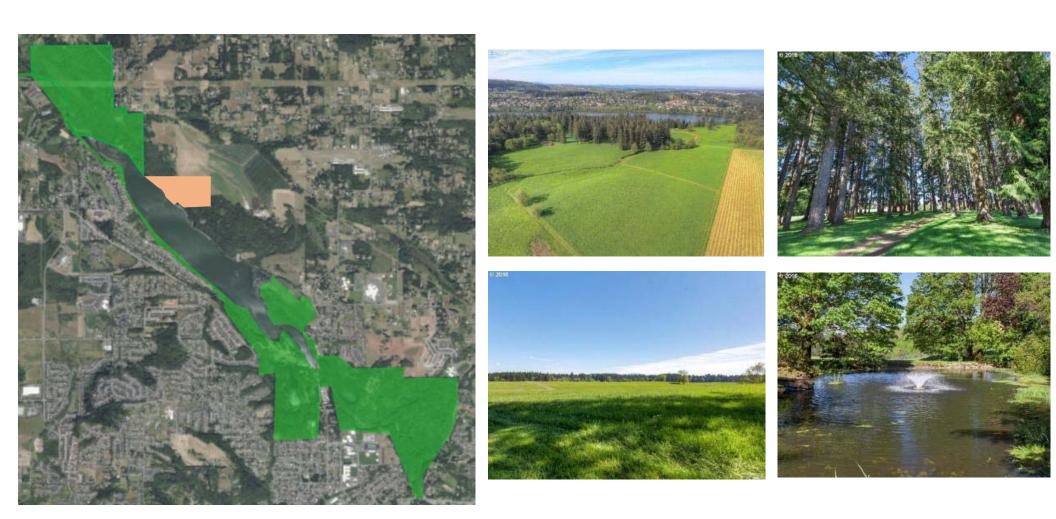








90 acres property, Developers Agreement approved 357 lots
Target area, 33 acres, including two structures \$2,500,000 (\$1,350,000 CF grant eligible)



215 SE Leadbetter Rd, 54.45 acres

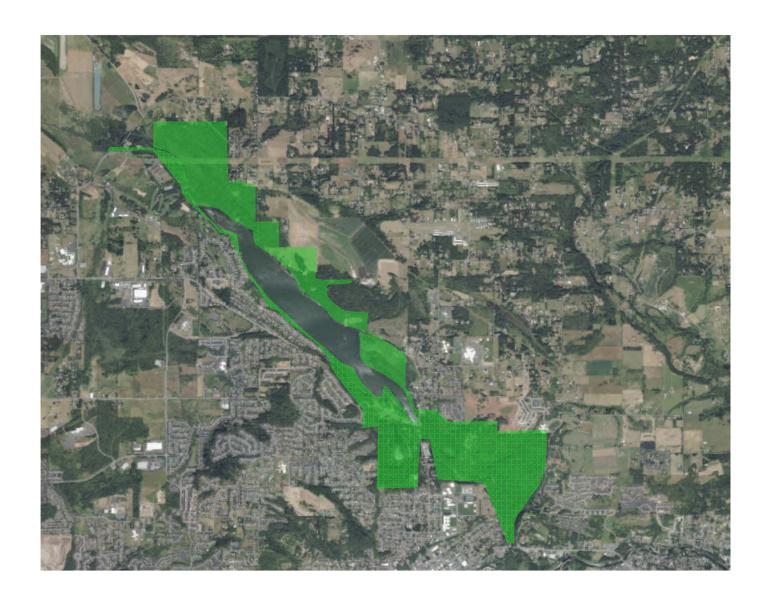


Zoned R-12, 100-150 residential units possible



Community Park
Trails, dedicated sports fields, active and passive recreation, event space, conservation and preservation





Over 1000 acres of publicly owned land surrounding Lacamas Lake guaranteeing access, recreation, and conservation for generations









Staff Report

August 20, 2018 Council Workshop Meeting

Staff Contact	Phone	Email
Sam Adams, Utilities Manager	360.817.1563	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: The City has an existing consultant services agreement with Wallis Engineering for the re-design of the Crown View sewer pump station. During the preliminary design stage, it became apparent that the pump station needs to be expanded to accommodate new equipment which will require additional design services from our consultant. The City has also asked the consultant to expand their services to include a more thorough review and design of the stormwater system in the area. These changes will require additional budget. Wallis Engineering has submitted an amendment in the amount of \$22,227 for these out of scope services.

BUDGET IMPACT: Additional \$22,227 in consultant costs. The Water/Sewer fund has budget available to complete the additional work associated with the Pump Station and the Stormwater fund has budget available to complete a review and design of the stormwater system in the area.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: Staff recommends this item be placed on the September 3, 2018 Consent Agenda for Council's consideration.



Staff Report

September 4, 2018 Council Regular Meeting

Bell & Associates Consultant Services Amendment - Solid Waste Plan

Staff Contact	Phone	Email
Sam Adams, Utilities Manager	360.817.7003	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: The City has an existing consultant services agreement with Bell & Associates for the Solid Waste Plan development. The planning effort has taken more time than originally scoped by the consultant and requires additional funds to complete the Solid Waste Plan and rerouting effort. The scope of services for the prior work efforts, including Phase 1 and Phase 2, was \$71,835. Bell & Associates has submitted an amendment in the amount of \$9,920 for additional scope of services.

BUDGET IMPACT: Additional \$9,920 in consultant costs. The Solid Waste fund has budget available to complete the additional work associated with the Solid Waste Planning.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: Staff recommends this item be placed on the September 17, 2018 Consent Agenda for Council's consideration.



Staff Report

September 4, 2018 Council Regular Meeting

2019 Timber Harvest Professional Services

Staff Contact	Phone	Email
Sam Adams, Utilities Manager	360.817.7003	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: The City has received a professional services proposal from AKS Engineering and Forestry in the amount of \$83,000. This work is a continuation of harvest practices in the Boulder and Jones watershed. The 2019 harvest will be in an area of Jones Creek which has very little to no valuable timber. The area is approximately 70 acres. The goal of this harvest is to rehabilitate the area and replant for a more productive and sustainable forest. Unlike previous years where the City received revenue from the timber harvests, 2019 will require the City to expend funds for the rehabilitation effort. AKS Engineering and Forestry has been helping the City manage the Boulder and Jones watershed over the last several years.

BUDGET IMPACT: \$83,000 expenditure from the Water/Sewer Fund. The Water/Sewer budget has sufficient funds to complete this work.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: Staff recommends this item be placed on the September 17, 2018 Consent Agenda for Council's consideration.

August 10, 2018



City of Camas Attn: Sam Adams P.O. Box 1055 Camas, WA 98607

Re: Professional Services Proposal for Harvest Entry 4, Jones 2019 Timber Sale in the

Boulder Creek and Jones Creek Watersheds

Mr. Adams:

Attached is our estimate to provide services for the Jones 2019 Timber Sale located in the City of Camas Boulder Creek and Jones Creek Watersheds, Clark County, Washington.

The purpose of this proposal is to provide professional services for timber sale preparation, contract administration, and turbidity monitoring for the Jones 2019 Timber Sale. This proposed timber sale is primarily a rehabilitation project due to the poor stocking of merchantable timber in the sale area. This means that the marketability of the sale could present some challenges and could result in a short-term net financial loss to the City as presented in the adopted City of Camas Boulder Creek and Jones Creek Forest Management Plan. Additionally, this proposal takes into account that AKS has already performed some of the forest engineering services in order to obtain the Forest Practice Application (FPA) Permit. This work was performed, as approved by the City under an existing active contract, to aide in determining solutions for managing the nonmerchantable biomass while providing planting locations for reforestation efforts.

As discussed, approximately 70 acres was permitted to cut with the FPA, but we plan to coordinate with the City to potentially reduce the treatment area if deemed necessary based on estimated rehabilitation costs. We also understand that the City may or may not want to continue with turbidity monitoring services. For this reason, the turbidity monitoring services are delineated as an "Alternate" in this proposal.

We look forward to working with you on this project. Please give me a call if you have any questions or comments.

Sincerely.

AKS Engineering & Forestry, LLC

Bryce D. Hanson, PE, LSIT

Baje D Harron

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made between the **City of Camas (Client)** and **AKS Engineering & Forestry, LLC (AKS)** to provide professional forestry, forest engineering, and turbidity monitoring services for the Jones 2019 Timber Sale located in the Boulder Creek and Jones Creek Watersheds (Section 10, T2N, R4E, W.M., Clark County, Washington).

PROJECT UNDERSTANDING

The Client would like to implement Entry 4 of the adopted Boulder Creek and Jones Creek Watershed Forest Management Plan. This entry will include Units 11 and 12 from the Forest Management Plan. The project deliverables will include completed field work (forestry and forest engineering), a timber sale bid packet ready for auction, contract administration of the Jones 2019 Timber Sale Contract, tree planting administration and monitoring services for the harvested units, and turbidity monitoring (Alternate). The understanding is that the timber harvest will be planned for sale in the fall/winter of 2018, with active operations occurring in 2019 and/or 2020.

SCOPE OF WORK

The following list of items outlines services AKS will be responsible for completing for Units 11 and 12.

I. TASK 1: HARVEST UNIT LAYOUT

A. FOREST ENGINEERING & FORESTRY SERVICES

Professional forest engineering and forestry services necessary for harvest unit layout include the following:

- Perform a timber cruise of the harvest areas to estimate harvest volume.
- Perform a timber appraisal, including the timber value, harvesting costs and rehabilitation costs. These factors will help determine an estimated stumpage value or rehabilitation cost.
- Perform field investigations to determine road maintenance needs, locate temporary logging roads, and a potential gate location.

II. TASK 2: TIMBER SALE PACKET

A. SPECIFICATIONS/BIDDING

The following services will be provided for finalizing a complete timber sale packet that can be advertised and let out for bid.

- Special provisions/specifications include preparation of the following for inclusion in the contract:
 - Road specifications
 - Harvest specifications
- Timber sale contract preparation, compilation, and revisions based on Client review.
- Marketing of the contract to prospective bidders.

III. TASK 3: TIMBER SALE ADMINISTRATION

A. CONTRACT ADMINISTRATION

The following services will be provided for the duration of the Jones 2019 Timber Sale Contract:

- Attend pre-work conference to meet selected contract buyer and subcontractors to review the timber sale contract and determine a plan of operations.
- Perform site visits as necessary during sale operations to ensure compliance with the timber sale contract. Up to one visit per day during active operations may be necessary.
- Review log truck tickets and payments to ensure the Client is receiving adequate payments for forest products removed.
- Timber sale close-out procedures to ensure all contract terms have been met.

IV. TASK 4: POST-SALE ADMINISTRATION

A. TREE PLANTING ADMINISTRATION

These services will include the following activities to replant the Jones 2019 Timber Sale harvest units:

- Reserve seedlings on behalf of the Client.
- Prepare tree planting contract documents (Client is responsible for legal portion of contract and bidding).
- Provide contract administration of the tree planting contract to ensure compliance.

Note that the cost of purchasing trees is not included and tree seedling costs can fluctuate.

B. TREE SURVIVAL MONITORING

Monitoring services will include performing site visits and tree survival surveys for the first 3 years following tree planting. It is required under the Forest Practice Act to replant and ensure planted trees survive the initial years in order to be determined as achieving "Satisfactory Reforestation." This will require one to two site visits to perform survival surveys and report findings to the State, with an additional site visit to monitor competing vegetation. AKS will provide recommendations for any site vegetation management that may be required to release the planted trees from any competing vegetation.

V. TIMBER SALE LAYOUT AND ADMINISTRATION REIMBURSABLE EXPENSES

AKS anticipates the following reimbursable expenses:

- Mileage
- Copies
- Deliveries
- Clerical

VI. TASK 5: TURBIDITY MONITORING [ALTERNATE]

A. CONTINUOUS MONITORING AND REPORTING

A 15-minute sampling interval is recommended in order to capture natural events (peak rain fall, slides, etc.) and maintain continuous monitoring of the turbidity levels at the monitoring station. Monitoring services will continue from May 2019 through May 2021 to capture several months of the following wet weather season in order to provide comparable data throughout the timber harvesting process. Services to maintain the monitoring efforts will include the following:

- **Site Visits**: Based on projected battery life, site visits are assumed to be necessary every 3 weeks to mitigate interrupted data collection due to dead batteries.
- Data Reduction and Semiannual Reports: The collected turbidity data will be reduced with
 the necessary software and semiannual reports will be produced. The semiannual reports
 will include graphs and general statistics about the turbidity levels and a short summary of
 the information with comparisons to local rain gages. The report schedule will follow the
 wet and dry seasons such as September 2019 and June 2019, and September 2020 and June
 2020.
- **Final Reporting**: The semiannual reports will be available to the Client at any time during the monitoring process; however, a comprehensive report will be provided following the monitoring timeline of May 2019 through May 2021. The final report will compile all semiannual reports and summarize the results of the study to compare turbidity levels at the designated monitoring station for pre-timber harvest against post-timber harvest in the watershed.
- **Possible Investigation:** If the turbidity monitoring discovers abnormally high turbidity readings, such as from a landslide, AKS will investigate upstream reaches to attempt to determine the cause of the high turbidity outputs. AKS will report the findings to the Client and work with the Client on potential resolutions if determined appropriate.

B. TURBIDITY MONITORING REIMBURSABLE EXPENSES

AKS anticipates the following reimbursable expenses associated with turbidity monitoring:

- Mileage
- Clerical
- Monitoring station repairs following large storm events
- Turbidity monitor servicing and/or replacement of wearing parts (Sonde cleaning/wiping element)

ESTIMATE FOR SERVICES

1.	IA	2K T. HAKAE21 OMII FATOOL	
	A.	FOREST ENGINEERING & FORESTRY SERVICES	\$8,000
II.	TA	SK 2: TIMBER SALE PACKET	
	A.	SPECIFICATIONS/BIDDING	\$4,000
III.	TA	SK 3: TIMBER SALE ADMINISTRATION	
	A.	CONTRACT ADMINISTRATION	\$40,000
IV.	TA	SK 4: POST-SALE ADMINISTRATION	
	A.	TREE PLANTING ADMINISTRATION	\$8,000
	В.	TREE SURVIVAL MONITORING	\$4,000
V.	TIN	BER SALE LAYOUT AND ADMINISTRATION REIMBURSABLE EXPENSES	\$2,500
VI.	TA	SK 5: TURBIDITY MONITORING [ALTERNATE]	
	A.	CONTINUOUS MONITORING AND REPORTING	\$15,000
	В.	TURBIDITY MONITORING REIMBURSABLE EXPENSES	\$1,500
<u>TO</u>	ΓAL	ESTIMATED COST (WITHOUT TURBIDITY MONITORING)	\$66,500
TO:	ΓΔΙ	ESTIMATED COST (INCLUDING TURBIDITY MONITORING)	\$83,000

ASSUMPTIONS

- This proposal is for contract preparation ready for bidding for final timber harvest and temporary road construction.
- The timber sale contract will follow the same format and utilize the same standard clauses as the Jones 2017 Timber Sale Contract, with some modifications to include provisions for stand rehabilitation standards.
- Unit boundary mapping was performed with a resource-grade GPS and will not be surveyed.
- Contract administration services assume that the timber sale will be active during 2019 and 2020.
- The tree planting contract will follow the same format and utilize the same standard clauses as the Jones 2017 Tree Planting Contract.
- Post-sale administration does not include the cost to purchase the tree seedlings.
- Tree survival monitoring is only for the first 3 years following planting. Additional monitoring may be necessary depending on the condition of the planted trees. Additional monitoring services can be determined at that time.

Turbidity monitoring estimates are only for the current monitoring station and the described monitoring cycle.

BASIS OF FEE AND BILLING

In consideration for performing said services, the Client agrees to compensate AKS on an hourly basis at our standard rates. Invoices will be issued monthly for work performed the previous month.

EXCLUSIONS

Services not specifically included.

Fees or bonds required by affected governmental bodies for review, filing, and submission of plans, drawings, and plats are not included in the estimate. Title company fees are not included.

See attached "General Provisions."

AKS Engineering & Forestry, LLC

AKS Engineering & Forestry, LLC 9600 NE 126th Avenue, Suite 2520

Vancouver, WA 99682

Client

Date

City of Camas

P.O. Box 1055

Camas, WA 98607

GENERAL PROVISIONS

- 1. **Expenses:** AKS Engineering & Forestry, LLC's ("AKS") reimbursable expenses shall be those expenses incurred directly for a project, including but not limited to services provided by outside consultants or contractors, transportation costs, meals, lodging, computer services, printing, permit fees, in-house deliveries, clerical, and binding charges. Client shall pay for such expenses on the basis of actual costs (if incurred through an outside vendor) plus 10%, or at AKS's regular rates at the time the cost is incurred.
- 2. **AKS's Fees / Fee Estimates:** Unless otherwise agreed in writing: (a) charges for AKS's services will be billed per AKS's rate schedule in effect at the time services are performed; (b) services include, without limitation, all office time, field time, meetings, phone calls, travel time, and all other time incurred for a project; (c) AKS bills in 15-minute increments; (d) AKS bills for travel time door-to-door at its regular rates; (e) AKS's rates may be adjusted from time to time, without notice; and (f) AKS does not warrant that actual fees and expenses will not vary from estimates.
- 3. **Payment:** AKS will issue invoices approximately monthly. Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a rate of 1.5% per month, unless such rate exceeds the maximum amount allowed by law, in which case the finance charge will equal the maximum rate allowed by law. If Client disputes any portion of an invoice, Client must notify AKS of the dispute in writing within 30 days of the invoice date. The notice must state the disputed amount and basis for dispute. *Client hereby waives the right to dispute an invoice more than 30 days after an invoice's date, and/or if Client fails to provide the required notice.*
- 4. **Failure to Pay:** Failure to timely pay any amount due to AKS is a material breach of this Agreement and, in the case of late payment, AKS may, in its sole discretion, suspend or terminate service and all other obligations under this contract and/or under any other contract between AKS and Client (and/or between AKS and any other client subject to control by Client or any of Client's principals). If any payment is not timely made, AKS may withhold plans, documents, and information (whether such documents and/or information was prepared under this contract, another contract between AKS and Client, or a contract between AKS and another client subject to control by Client or one of Client's principals). If AKS suspends or terminates work due to Client's non-payment, AKS may require an additional "start-up fee" to re-start work, even if Client cures all past defaults. These remedies are in addition to any others available to AKS at law or in equity.
- 5. Additional Charges: If AKS performs any work pursuant to a lump sum agreement, AKS reserves the right to charge additional amounts (and client shall timely pay such extra amounts) when: (a) AKS provides any services not specified in the agreement; (b) unforeseen or differing conditions modify the scope of work anticipated by AKS; (c) any law, ordinance, regulation or similar item changes after the date of the agreement and such change requires AKS to re-perform any work; and (d) delay or other conduct by others impact AKS's services; and/or (e) any other circumstance justifies an equitable adjustment to the contract price. Unless otherwise agreed, additional charges shall be at AKS's standard rates.
- 6. **Cost Estimates:** Any construction or development cost estimates provided by AKS are only estimates. AKS has no control over market conditions or bidding procedures. AKS cannot warrant that bids or actual costs will not vary from estimates. AKS will not be liable to Client for any inaccurate cost estimates, and Client assumes all risks associated with construction and development cost estimates that AKS provides to Client.
- 7. **Standard of Care:** AKS shall only be responsible to the level of competency and the standards of care and skill maintained by similarly licensed professionals providing similar services on projects of similar type, size and scope as a subject project, in the locale where the subject project is located, at the time that AKS provides services. *AKS shall not be liable to Client for any standard of care higher than such standard*.
- 8. **Termination**: Without any liability to the other party, either Client or AKS may terminate this Agreement for any reason by giving 30 days written notice to the other party. In such event, Client shall immediately pay AKS in full for all work performed prior to the effective date of termination. AKS need not give 30-days' notice if the reason for termination is client's non-payment.
- 9. **Limitation of Liability:** In recognition of the fees charged by AKS, and the relative risks, rewards, and benefits of the project to AKS and Client, *Client agrees that AKS's liability to Client relating to this Agreement and the services that AKS performs hereunder, for any cause or combination of causes, under any theory of law, including tort (including negligence), contract or otherwise, shall be limited, in the aggregate, to the lesser of: (a) the amount of the fee received by AKS in connection with the project; and (b) the remaining insurance coverage available to AKS (after deduction of any costs, claim payments or other amounts that may have reduced policy limits). Client hereby expressly waives all claims of every nature against AKS that exceed these liability limitations. Client had the opportunity to negotiate a higher limitation for a higher fee.*
- 10. **Release of Individuals:** No member, employee or other representative of AKS shall have any personal liability to Client for any act or omission, whether based on a claim of negligence or any other tort, or otherwise, arising out of or relating to this Agreement or the services that AKS performs hereunder, and Client hereby releases all such individuals from all claims of every nature.
- 11. **Consequential Damage Waiver:** AKS and Client hereby waive all claims against each other for indirect and consequential damages that arise in any manner out of this Agreement or the services performed hereunder. This mutual waiver includes a release of all claims for consequential damages, whether based in tort, contract or otherwise, and includes, without limitation, a release of claims for economic losses such as rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or productivity.
- 12. **Enforceability:** If any provision contained in this Agreement (or any portion thereof) is held to be unenforceable by a court of competent jurisdiction, the remaining provisions contained herein (and all parts thereof) shall remain unimpaired, in full force and

effect. Each clause shall be enforced to the greatest extent not prohibited by law, and shall be modified to enforce the expressed intent to the greatest extent allowed.

- 13. Assignment: This Agreement is not assignable by Client without the written consent of AKS.
- 14. **Access; Client Cooperation:** Client represents and warrants that it has unrestricted access to the site, and that AKS has access to the site, to the same degree as Client. Client shall cooperate with AKS and timely provide AKS information that AKS requests.
- 15. **Work Product:** Calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), in any form, are instruments of professional service intended for one-time use by Client only, for this project only. Work Product is and shall remain the property of AKS and its consultants. Client may not use any Work Product on other projects without AKS's express written permission. Client shall not obtain the right to use the Work Product, even for one-time use on this project, unless all amounts due to AKS are paid in full. If Client is in possession of any Work Product and has not paid any amount due to AKS, AKS may demand return of the Work Product, and may specifically enforce Client's obligation to return the Work Product. Client agrees that AKS shall not have waived its rights in any Work Product by virtue of submission to a public body, by dissemination of Work Product without copyright designations or via any other conduct other than a written waiver signed by AKS.
- 15.1: If Client uses any Work Product without retaining AKS for any portion of the project (including construction phase) or any other project, then Client releases AKS and AKS's consultant(s) from all claims and causes of action that relate in any manner to the project and the Work Product. Client recognizes, acknowledges and agrees that the design for a project can be a work in progress and that changes occur and information becomes available, even during construction, and that, unless AKS can stay involved in the project through completion, AKS should be relieved of liability associated with the services it provided for the project. Client agrees to indemnify and hold AKS harmless from and against any claims, demands, damages and amounts of every nature, to the extent caused by Client's use of the Work Product (or Client's allowing someone else to use the Work Product) without the involvement of AKS. If this Agreement is terminated prior to completion of the project, for any reason other than AKS's termination as a result of Client's breach, then Client may continue to use the Work Product prepared by AKS prior to the date of termination, pursuant to the license granted herein, but only if: (a) Client pays AKS all amounts due to AKS; (b) Client removes all indicia of AKS's involvement in the Project from such documents, including title blocks and stamps; (c) Client retains another licensed design professional to review, approve and assume all responsibility for all design documents (the new design professional shall stamp the Work Product and, if anything has been submitted to a jurisdiction prior to termination, then the new design professional shall notify the jurisdiction that the new design professional is the new design professional of record).
- **15.2**: If Client makes, authorizes or consents to changes to any Work Product, and such changes are not approved in writing by AKS, then such changes and the results thereof are not the responsibility of AKS. In that case, Client releases AKS from any liability arising from construction, use or result of such changes, and Client shall indemnify, defend and hold AKS harmless from and against any liabilities, costs, damages, demands, claims or other amounts to the extent caused by such changes.
- 16. **Indemnity:** Client hereby agrees to defend, indemnify and hold AKS (and each of AKS's owners, employees and agents) harmless from any claim, demand, loss, damages and/or liability, including reasonable attorneys' fees, to the extent such arises out of any acts by the Client, its agents, staff, and/or other consultants or contractors that act at Client's direction.
- 17. **Work of Others:** Client agrees that AKS shall not be responsible or liable for any work performed or services provided by anyone other than AKS and/or AKS's direct employees. If AKS assists Client with the coordination of other contractors and/or design professional and/or consultants, and/or AKS arranges for the provision of services by others, such coordination and/or other efforts is done as a convenience to Client and does not make AKS liable for the services provided by others. Client understands and expressly acknowledges that AKS does not provide geotechnical engineering, traffic engineering, structural engineering, and electrical engineering services. Client acknowledges that AKS does not assume responsibility for determining, supervising, implementing or controlling the means, methods, technique, sequencing or procedures of construction, or monitoring, evaluating or reporting job conditions that relate to health, safety or welfare.
- 18. **All Terms Material; Negotiation; Construction:** All provisions herein are material to AKS's agreement to provide services, and were expressly negotiated by the parties. Client had the opportunity to negotiate each term hereof, and waives any argument that this Agreement should be construed against the drafter.
- 19. **Authorization to Proceed:** Any request by Client for AKS to proceed with work shall constitute an express acceptance of all terms to this Agreement, including these General Provisions.
- 20. **Law/Venue:** All claims that relate to this Agreement or the services provided hereunder shall be subject to Oregon law, and any litigation shall be filed in Multnomah County, Oregon, except: (a) if any case involves a lien claim that must be litigated elsewhere as a matter of law, all issues may be litigated in the same forum as the lien foreclosure; and (b) if <u>all</u> work performed hereunder occurred in Washington, disputes shall be subject to Washington law and litigation shall be filed in Clark County, Washington.
- 21. **Mediation**: Client agrees to mediate any dispute between AKS and Client, at AKS's request. The parties shall equally share the costs of mediation.
- 22. **Notice of Claims:** Client shall provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS. As a condition precedent to any recovery from AKS, Client shall give AKS written notice of any claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice shall constitute waiver of such claim.

- 23. **No Third-Party Beneficiaries:** Client and AKS are the only beneficiaries of this Agreement; no term herein is intended to benefit any third party.
- 24. **Time Limitation/Accrual:** Any claim or cause of action by Client against AKS arising out of or relating to this Agreement or the services performed hereunder (under any theory of law) must be initiated within two (2) years of *the earlier of* the date: (a) of AKS's last invoice; (b) of substantial completion; (c) of abandonment; (d) that Client knew or should have known of the damages claimed; and (e) that Client knew or should have known the facts giving rise to the claim. For purposes of this provision, AKS statements shall not constitute invoices; the "last invoice" shall be the last invoice that reflects new charges not previously charged for base contract work. A signed certificate of substantial completion shall be conclusive evidence of the date of substantial completion. If no certificate of substantial completion is executed, substantial completion shall be the earliest of the date that (a) the project is fit for its intended purpose; (b) the project is utilized for its intended purpose; and (c) a certificate of occupancy (permanent or temporary) is issued for any portion of the Project.
- 25. **Integration; Amendments:** This Agreement represents the entire and integrated agreement between Client and AKS, and supersedes all prior and contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the party against which such amendment if asserted.
- 26. **Binding Nature; Survival:** This Agreement shall be binding on the parties and their respective successors, heirs and permitted assigns. Each of Client's principals agrees to be bound by the terms hereof, to the same extent as Client. Any clauses intended to survive termination or expiration of this Agreement (including without limitation indemnity, waivers, limitations, and dispute resolution clauses) shall survive termination or expiration.
- 27. **Waiver:** No failure on the part of either party to exercise its rights under this Agreement shall be considered a waiver, release or relinquishment of any rights or powers conferred under this Agreement.
- 28. **Unmanned Aerial Systems (UAS):** AKS may utilize UAS to compile aerial photography of the project site before, during, and after construction. Client hereby grants AKS permission to operate the UAS over the project site. Client represents that all persons, vessels, vehicles, and structures related to the project are considered participants consenting to be involved with any UAS operations by AKS, and that Client has authority to grant these rights and to make these representations. Client shall defend, indemnify and hold AKS harmless from any breach of these representations, and from any claims or demands against AKS arising from any allegation of trespass, non-consent, or any other issues arising out of AKS's UAS operations (except to the extent that AKS causes property damage or personal injury that arises out of AKS's negligence).
- 29. **Electronic Media:** Client may only rely on printed Work Product, with AKS's wet stamp. Any files provided to Client in electronic format are for convenience only, and should not be relied upon as final documents. Any use of electronic files shall be at the user's sole risk. AKS makes no representation as to the accuracy or completeness of electronic documents, or as to the compatibility, usability or readability of such files.



AKS Engineering & Forestry, LLC Standard Fee Schedule 5/30/18

Labor Rate Levels:

Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources I
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources II
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources III
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources IV\$70/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources V
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources VI\$80/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources VII\$85/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources VIII\$90/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources IX\$95/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources X
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XI\$105/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XII \$110/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XIII\$115/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XIV\$120/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XV \$125/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XVI\$130/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XVII\$135/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XVIII\$140/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XIX\$145/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XX
GPS/Robotic Instrument One Person Crew\$120/hr
Drone One-Person Crew/Office\$105/hr
Survey Crew (Two Person)\$175/hr
Laser Scanning One Person Crew\$170/hr
Technical Editor\$70/hr
Clerical

Reimbursables:

Subcontractors and Subconsultants	cost + 10%
Application/Permit Fees	@ cost
Mileage (current federally allowed rate)	\$0.545/mile
Technical Supplies	@ cost
Postage/Shipping	@ cost
Commercial Copies	cost + 10%
Commercial Delivery	cost + 10%

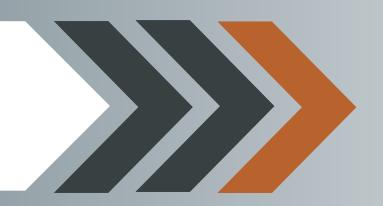
Miscellaneous (includes):

Parking @ cost
Aerial Photos @ cost
Commercial Travel, Meals, Lodging @ cost

AKS' policy is to put the client's interests first. We strive to provide top quality services at rates that are extremely competitive. We do not have a minimum number of hours charged per call out, mobilization charges, or trip charges. We understand that it is necessary, at times, to quickly go out to meet with clients and provide a small amount of work. There is no additional or minimum charge for this. Overtime rates are the same as the standard billing rate. AKS staff understands the need to work overtime to get projects done in a timely and efficient manner; therefore, we do not have an additional charge or multiplier for overtime. Field equipment, computer hardware, and computer software (AutoCAD licenses, etc.) are included in the labor rates.

Standard Fee Schedule Effective 5/30/18







Water, Sewer and Stormwater Utilities Rate Study & System Development Charge Update

Council Workshop

Presented By: Sergey Tarasov, Project Manager

September 4, 2018



Discussion Outline

- Background
- System Development Charges (SDCs)
 - Overview
 - Results
- Next Steps
- Questions / discussion

** Background

- Presented preliminary rate study findings to the Finance Committee and Council on May 7th
- Presented SDC alternatives to the Finance Committee on June 18th
- Presented SDC alternatives to the City Council on July 16th
 - Council in agreement with elimination of class based SDCs
 - Eliminate "Industrial" class; keep one class encompassing all uses
 - Independent study to be performed for any new industrial customers connecting to the City
 - Council in agreement with assessing Sewer SDCs based on flow ERUs instead of meter size

SDC Overview – What Are They?

- One time charge imposed on new development or expanded connection to system as a condition of service
- Represents a prorated share of the cost of providing system capacity
 - Offset growth related costs that would not be necessary in absence of customer based growth
- Charge calculated based on intent and structure of Revised Code of Washington (RCW 35.92.025)
 - Based on cost of system
 - Proportionate share of capital investment

SDC Policy Direction

- Condense SDCs into "one system" charge eliminate area specific ("North" & "South") differential
- Future assumed developer donations (CIAC):
 - 1. <u>Include an assumption in the charge:</u>
 - Reduces overall charge for all customers (or within area)
 - Benefits customers that did not make the donation
 - Until funds are secured, the level of donation and timing can change, puts more risk on the City
 - 2. <u>Do not include any assumptions in charge</u>:
 - Direct credit to customers that provide contributions
 - Less risk for the City
 - Greater overall SDCs



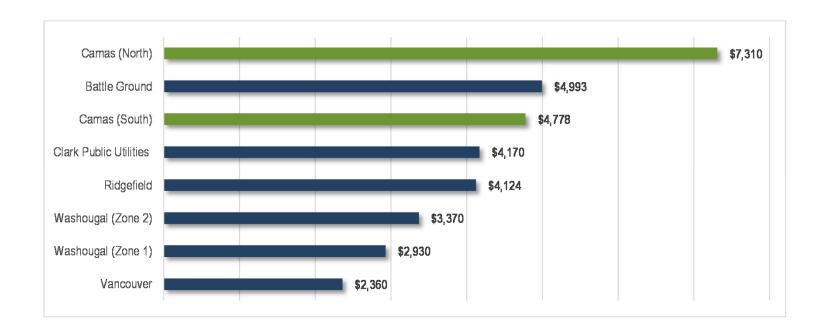
Water Options Summary



Notes:

- Rate shown is for a 3/4" meter, SDC increase with meter size
- Existing SDCs vary between industrial and non industrial classes
- One class or one system SDCs eliminate class based SDCs

Water Survey

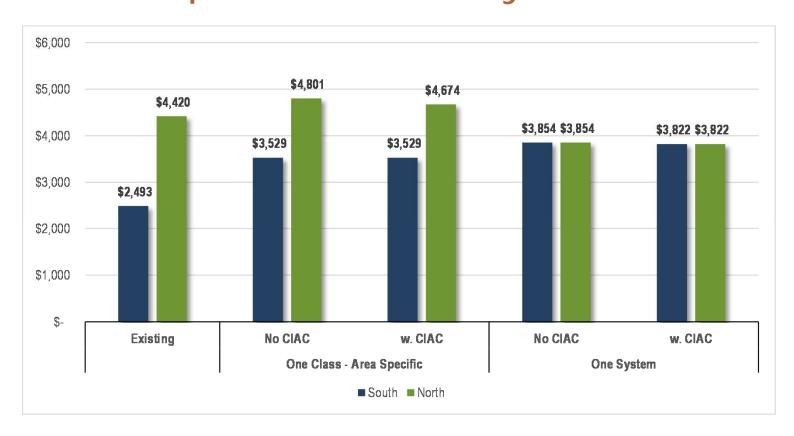


Notes:

- SDCs are based on a ¾" meter
- Camas SDCs are based on existing charges

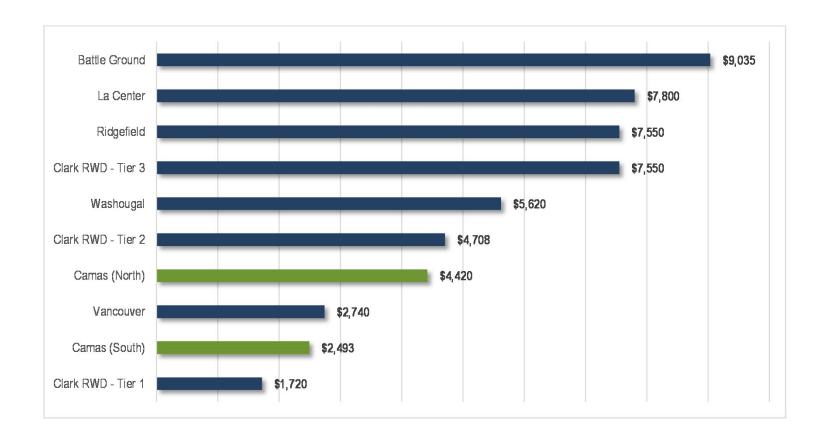


Sewer Options Summary



Notes:

- Rate shown is per ERU
- Existing SDCs vary between Residential, Commercial I and II classes
- One class or one system SDCs eliminate class based SDCs



Notes:

Camas SDCs are based on existing charges

Discussion & Recommendations

- Policy questions:
 - Area specific ("North" & "South") or "one system" charges?
 - Developer contribution deduction? Include or don't include an assumption in SDC charge
- Recommendations:
 - Condense SDCs into "one system" charge
 - Eliminates area specific charges
 - Do not include contributions ("no CIAC") in the future cost basis

Proposed Alternatives

- Staff Proposal:
 - Adopt One System Sewer SDC at \$3,850 (per calculation)
 - South: \$1,357 increase from existing
 - North: (\$570) decrease from existing
 - Policy decision to adopt One System Water SDC at \$7,310
 - Same as current rate for the North; approx. \$1,000 lower than calculation
 - South: \$2,532 increase
 - North: \$0 increase
- Options: Phase-in new rates over time
 - Example:
 - Water North: keep at current/proposed level \$7,310
 - Water South: phase-in towards Proposed rate of \$7,310 over 3 years
 - **-** 2019 \$5,622
 - **-** 2020 \$6,466
 - **-** 2021 \$7,310
- Adopt an escalator to keep pace with inflation

Survey – Combined Water and Sewer



Notes:

- Water SDCs are based on a 34" meter
- Camas "One Charge" includes Staff Proposal on Slide 11

Next Steps

- Incorporate feedback
- Present final Rates and SDCs to Council and public
- Rates and SDCs go into effect January 1st, 2019



Questions/Discussion

Appendix

Meter	South Area				
motor	SDC	Industrial SDC			
3/4"	\$ 4,778	\$ 28,270			
1"	7,963	45,555			
1.5"	15,925	88,632			
2"	25,480	140,568			
3"	50,960	281,092			
4"	79,625	436,781			
6"	159,250	868,727			
8"	254,800	1,386,905			

North Area							
SDC		Industrial SDC					
\$	7,310	\$ 44,723					
	12,183	72,313					
	24,365	141,151					
	38,984	223,999					
	77,968	446,958					
	121,825	695,386					
	243,650	1,384,939					
	389,840	2,212,246					



Class	Sou	th Area	Noi	rth Area
Residential	\$	2,493	\$	4,420
Commercial I				
5/8"	\$	2,493	\$	4,420
3/4"		3,740		6,630
1"		6,234		11,050
1.5"		12,467		22,101
2"		19,948		35,361
3"		39,896		70,722
4"		62,337		110,503
6"		124,674		221,006
8"		199,478		353,609
Commercial II				
Flow (gallons)	\$	12.61	\$	22.84
BOD (lbs/day)		2,386		3,948
TSS (lbs/day)		904		1,495