



CITY COUNCIL REGULAR MEETING AGENDA
Monday, January 4, 2016, 7:00 PM
City Municipal Center, 616 NE 4th Avenue

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 minutes of the December 21, 2015 Camas City Council Meeting and the Workshop minutes of December 21, 2015.

 [December 21, 2015 Camas City Council Workshop Minutes - Draft](#)
[December 21, 2015 Camas City Council Regular Minutes - Draft](#)

- B. Approve the claim checks as approved by the Finance Committee.

- C. Authorize the Mayor to sign the Agreement and Scope of Services with Pacific Groundwater Group for Hydrogeologic Support Services in the amount of \$15,000. (Submitted by Steve Wall)

 [Pacific Groundwater Group Services](#)

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. Recognition of 5-Year Anniversary for Tim Hazen, Camas City Council Member
Details: Tim Hazen celebrated 5 years of service with the City of Camas on January 3, 2015. Mayor Scott Higgins will congratulate him on his achievements and will present him with his 5-year service pin.
Presenter: Scott Higgins, Mayor
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VIII. MEETING ITEMS

- A. Resolution No. 16-001 Kate's Close LLC Development Agreement
Details: A resolution adopting the Kate's Close LLC Development Agreement. A public hearing regarding the proposed development agreement was held on December 21, 2015. Upon closing the public hearing, the City Council provided direction for the City Attorney to draft a resolution approving the proposed development agreement.
Presenter: Pete Capell, City Administrator
Recommended Action: Staff recommends Council move to adopt Resolution No. 16-001.

 [Resolution No. 16-001 Kate's Close LLC Development Agreement](#)

IX. PUBLIC COMMENTS

X. ADJOURNMENT

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT

Monday, December 21, 2015, 4:30 PM

City Municipal Center, 616 NE 4th Avenue

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, Tim Hazen, Steve Hogan and Shannon Turk

Excused: Melissa Smith

Staff: Sam Adams, Bernie Bacon, Phil Bourquin, Pete Capell, Jennifer Gorsuch, Cathy Huber Nickerson, Leona Langlois, Robert Maul, Linda Swenton, Nick Swinhart, Steve Wall and Eliezza Soriano (intern)

Press: Heather Acheson, Camas-Washougal Post-Record

III. PUBLIC COMMENTS

Chris Kralik, 631 NW 18th Loop, Camas, commented about the Bonneville Power Administration (BPA).

IV. WORKSHOP TOPICS

A. Non-Represented Position Revision

Details: The position of Information Systems Manager was revised to Information Technology Director. This position description revision more accurately reflects the duties and responsibilities of the current position. The salary for this position was also adjusted due to a review of comparable data.

Presenter: Jennifer Gorsuch, Administrative Services Director

 [Memorandum to Council](#)
[Information Technology Director](#)

The resolution for this revision was also included on the December 21, 2015 Regular Meeting Agenda for Council's consideration.

B. Water System Hydrogeologic Support Services Contract Amendment

Details: The City has had a long-term contractual relationship with Pacific Groundwater Group (PGG) for on-going maintenance of groundwater monitoring stations and technical assistance in managing the City's groundwater sources for both short- and long-term needs. At the request of City staff, PGG has prepared the attached Scope of Work in the amount of \$15,000 to continue maintenance of the City's existing groundwater monitoring stations and provide other technical support on an as-needed basis. The amendment amount includes

work already completed in regards to the Steigerwald Wellfield Environmental Review Update and assistance regarding the 2015 Washington State Drought. Both of these tasks were beyond the work included in their current agreement. There is sufficient budget in the 2016 Water/ Sewer Fund Professional Services line item to support this effort.

Presenter: Steve Wall, Public Works Director

 [PGG Scope of Work](#)

This item will be placed on the January 4, 2015 Consent Agenda for Council's consideration.

C. Public Works Miscellaneous and Updates

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

Presenter: Steve Wall, Public Works Director

Wall and Bourquin updated Council about the recent storm events and the communication tools to keep citizens informed. Wall and Capell informed Council about two December 21, 2015 Regular Meeting Agenda items that have been modified.

D. Community Development Miscellaneous and Updates

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

Presenter: Phil Bourquin, Community Development Director

Bourquin informed Council about the Camas School District's ongoing working relationship with the City and about the High School's parking lot construction. Bourquin also commented about future economic development in the City.

E. City Administrator Miscellaneous Updates and Scheduling

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

Presenter: Pete Capell, City Administrator

Capell reminded Council about the City's Annual Planning Conference on January 29-30, 2016. Capell commented about the upcoming Washington State Legislative Session in January.

V. COUNCIL COMMENTS AND REPORTS

Hazen commented about the Parks Commission meeting and his participation in the local Salvation Army bell-ringing events.

Chaney attended the City-Schools partnership meeting. Chaney commented about the City's parks and facilities reservation system.

Carter attended the SafeFire Indoor Shooting Range ribbon-cutting, the Library Board of Trustees and Planning Commission meetings.

Anderson attended the C-TRAN meeting and commented about the letter that will be sent to C-TRAN regarding their service enhancements. Anderson requested that the crude oil train letter sent earlier in the year be updated, returned to Council for review and submitted to the Oil Terminal record.

Hogan commented about the recent Hometown Holidays event and the Attic Gallery ribbon-cutting on January 8, 2016.

Turk attended the Planning Commission meeting and reminded everyone that there will be a Camas2035 community forum on January 14, 2016.

Mayor Higgins commended City staff for their efforts handling recent storm-related incidents throughout the City. Mayor also commented about future economic development in the City.

VI. PUBLIC COMMENTS

Chris Kralik, 631 NW 18th Loop, Camas, addressed the Council.

VII. ADJOURNMENT

The meeting adjourned at 5:29 p.m.

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT

Monday, December 21, 2015, 7:00 PM

City Municipal Center, 616 NE 4th Avenue

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: Greg Anderson, Bonnie Carter, Don Chaney, Tim Hazen, Steve Hogan and Shannon Turk

Excused: Melissa Smith

Staff: Bernie Bacon, Phil Bourquin, Pete Capell, Jennifer Gorsuch, Cathy Huber Nickerson, Robert Maul, Shawn MacPherson, Steve Wall and Eliezza Soriano (intern)

Press: Heather Acheson, Camas-Washougal Post-Record

IV. PUBLIC COMMENTS

Joe Levesque, 2682 NW Norwood Street, Camas commented about the nation's economy.

V. CONSENT AGENDA

- A. Approved the minutes of the December 7, 2015 Camas City Council Meeting and the Workshop minutes of December 7, 2015.

 [December 7, 2015 Camas City Council Regular Minutes - Draft](#)
[December 7, 2015 Camas City Council Workshop Minutes - Draft](#)

- B. Approved claim checks numbered 128104-128245 in the amount of \$1,336,067.85.

- C. Authorized Pay Estimate No. 7 to AAA Septic Service for Project WS-748 2015 STEP/STEF Tank Pumping in the amount of \$3,380.11 for work through November 30, 2015. This project provides for on-going pumping of STEP and STEF tanks throughout Camas and is funded by the Water/Sewer Fund. (Submitted by James Carothers)

 [2015 Septic Tank Pumping Pay Estimate 7](#)

- D. Authorized Pay Estimate No. 6 to Rotschy, Inc., for Project WS-709C Slow Sand Water Treatment Plant in the amount of \$385,770.84 for work through November 30, 2015. This project is funded by a Drinking Water State Revolving Fund (SRF) Loan through the Washington State Department of Health. (Submitted by James Carothers)

 [Water Treatment Facility Pay Estimate 6](#)

- E. Authorized the Mayor to sign the five-year extension of the Pacific Northwest Interagency Cooperative Agreement for Grounds Equipment and Maintenance (GEM) services for 2016 through 2020. (Submitted by Steve Wall)

 [GEM Agreement 2011-2015](#)

[GEM Agreement Extension 2016-2020](#)

- F. Authorized the Mayor to sign the Safety and Compliance Program Contract with Fire District 5 for 2016. (Submitted by Steve Wall)

 [Safety and Compliance Program Contract](#)

- G. Authorized the Mayor to sign Change Order No. 2 for required additional work on Project WS-714 STEP Sewer Transmission Main Improvements to McDonald Excavating, Inc., in the amount of \$45,759.23 and to add 17 working days. This project is funded by a Public Works Trust Fund (PWTF) loan. (Submitted by James Carothers)

 [Sewer Transmission Main Change Order 2](#)

- H. Authorized Pay Estimate No. 5 to McDonald Excavating, Inc., for Project WS-714 STEP Sewer Transmission Main in the amount of \$434,483.43 for work through November 30, 2015. This project is funded through a Public Works Trust Fund (PWTF) loan. (Submitted by James Carothers)

 [Sewer Transmission Pay Estimate 5](#)

- I. Authorized the Mayor to sign the professional services agreement with Global Transportation Engineering for the design and construction services for Project S-610 NW Pacific Rim Boulevard Illumination in an amount not to exceed \$35,665. Project design and construction are funded by the general obligation bond proceeds allocated for the Citywide Light Emitting Diode (LED) Street Lighting Upgrade. (Submitted by James Carothers)

 [Pacific Rim Blvd Lighting Agreement](#)

- J. Authorized Pay Estimate No. 16 (Final) to Nutter Corporation for Project S-565 NW 38th Avenue Phase 2 Roadway Improvements in the amount of \$6,600.55 and accept project as complete. (Submitted by James Carothers)

 [NW 38th Phase 2 Pay Estimate 16 Final](#)

- K. Authorized Pay Estimate No. 2 (Final) to Michael Green Construction, Inc., for Project P-893 Washougal River Greenway Trail Overlook Terrace in the amount of \$7,386.42 for work through December 15, 2015, and accept project as complete. (Submitted by James Carothers)

 [Washougal River Trail Overlook Pay Estimate 2 Final](#)

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

VI. NON-AGENDA ITEMS

A. Staff

There were no comments from staff.

B. Council

Hogan announced the Attic Gallery grand opening on January 8, 2016.

Hazen welcomed his parents to the meeting.


VII. MAYOR

A. Announcements

There were no announcements from Mayor Higgins.

B. Oath of Office

Details: City Attorney Shawn MacPherson administered the Oath of Office for Mayor Scott Higgins, Council Members Tim Hazen in Position 1 of Ward 1, Bonnie Carter in Position 1 of Ward 2, Greg Anderson in Position 1 of Ward 3 and Don Chaney, Council Member at-large. The four-year terms will begin January 1, 2016, and end December 31, 2019. Presenter: City Attorney Shawn MacPherson

-  [Mayor Scott Higgins - Oath of Office](#)
- [Councilmember Greg Anderson - Oath of Office](#)
- [Councilmember Bonnie Carter - Oath of Office](#)
- [Councilmember Don Chaney - Oath of Office](#)
- [Councilmember Tim Hazen - Oath of Office](#)

C. Camas City Council 2016 Committee Appointments

-  [2016 Council Committees](#)

Mayor Scott Higgins announced the Council Committee Appointments for 2016.

It was moved by Council Member Anderson, seconded by Council Member Hazen, to appoint Council Member Shannon Turk to serve as Mayor Pro Tem for the year 2016. The motion carried unanimously.

It was moved by Council Member Turk, seconded by Council Member Chaney, to approve the Mayor's Council Appointments for 2016. The motion carried unanimously.

D. Appointments to Boards, Commissions and Committees

-  [Appointment Listing](#)

Mayor Scott Higgins announced the Boards, Commissions and Committees Appointments for 2016.

It was moved by Council Member Hogan, seconded by Council Member Hazen, to accept the Boards, Commissions and Committees Appointments as recommended by the Mayor. The motion carried unanimously.

E. Camas High School Girls' Cross Country Team Proclamation

 [CHS Girls Cross Country Team Appreciation Day Proclamation 2015](#)

Mayor Scott Higgins proclaimed December 21, 2015, as Camas High School Girls' Cross Country Team Day in the City of Camas.

F. Santa Appreciation Day Proclamation

 [Santa Appreciation Day Proclamation 2015](#)

Mayor Scott Higgins proclaimed December 21, 2015, as Santa Appreciation Day in the City of Camas.

Santa addressed the Council.

VIII. MEETING ITEMS

A. Public Hearing for Ordinance No. 15-029 Amending the 2015 Budget

Details: Ordinance No. 15-029 amended the 2015 Budget with six budget packages. Five of the packages were supplemental budget items with the sixth as an administrative correction. The first package modified the cemetery budget for \$5,000 in additional summer expenses. The second package was for \$3,000 in increased pension costs. The third was for \$20,000 in increased rental rates and repairs for the garbage trucks. The fourth was for \$25,000 in equipment not included in the original budget's Equipment Rental Fund. The fifth was a correction in capital projects for debt service of (\$68,568) and the sixth package was for \$200,000 in possible storm event repairs in the Street Budget.

Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance 15-029 Amending 2015 Budget](#)

[2015 Ordinance 15-029 Attachment A](#)

Mayor Scott Higgins opened and closed the public hearing at 7:30 p.m. as no one from the public wished to speak.

It was moved by Council Member Turk, seconded by Council Member Hogan, that Ordinance No. 15-029 be read by title only. The motion carried unanimously.

A motion was made by Council Member Chaney, seconded by Council Member Anderson, that Ordinance No. 15-029 be adopted and published according to law.

The motion passed by the following vote:

Yes: Council Member Anderson, Council Member Carter, Council Member Chaney, Council Member Hazen, Council Member Hogan and Council Member Turk

B. Public Hearing for Ordinance No. 15-031 Drinking Water State Revolving Fund Loan for Slow

Sand Filter Water Treatment Facility

Details: In June, 2012, the City borrowed \$7,920,792 from the Drinking Water State Revolving Fund (DWSRF) for the Slow Sand Filter Water Treatment Facility and Water Supply Project. For the next phase of the project, the DWSRF has loaned the City \$2.6 million with 50% subsidy (or a loan principal forgiveness of \$1.3 million). The loan has a duration of 24 years with 1% interest rate. Attached is the loan ordinance authorizing the City to enter into the loan agreement. City Council had the opportunity to hear public testimony about the DWSRF loan.

Presenter: Cathy Huber Nickerson, Finance Director

 [Drinking Water State Revolving Fund Loan Ordinance](#)

Mayor Scott Higgins opened and closed the public hearing at 7:34 p.m. as no one from the public wished to speak.

It was moved by Council Member Hogan, seconded by Council Member Turk, that Ordinance No. 15-031 be read by title only. The motion carried unanimously.

A motion was made by Council Member Anderson, seconded by Council Member Hogan, that Ordinance No. 15-031 be amended in Section 1 as recommended by staff and be adopted and published according to law. The motion passed by the following vote:

Yes: Council Member Anderson, Council Member Carter, Council Member Chaney, Council Member Hazen, Council Member Hogan and Council Member Turk

C. Public Hearing for Kate's Close Subdivision Development Agreement

Details: The Development Agreement transfers the developer's requirement to build frontage improvements on Brady Road to the City of Camas in return for deeding property to the City that is needed for the Brady Road stormwater facilities.

Presenter: Peter Capell, City Administrator

 [Kate's Close Developer Agreement](#)

Mayor Scott Higgins opened and closed the public hearing at 7:38 p.m. as no one from the public wished to speak.

It was moved by Council Member Turk, seconded by Council Member Hazen, that the Kate's Close Development Agreement be approved and direct the City Attorney to draft a resolution for approval at the next Council meeting. The motion carried unanimously.

D. Public Hearing for Ordinance No. 15-030 Grand Ridge Island Annexation

Details: The City Council conducted a public hearing regarding the annexation of unincorporated property located within the City's urban growth boundary known as the Grand Ridge Island Annexation. The annexation area is comprised of the Grand Ridge Subdivision and Vista Del Rio No. 2.

Presenter: Robert Maul, Planning Manager

- [Staff Report 12-21-15 Public Hearing](#)
- [Ordinance No. 15-030 Annexing Real Property](#)
- [Exhibit A - Legal Description](#)
- [Exhibit B - Map](#)
- [Registered Voters in Grand Ridge](#)

Mayor Scott Higgins opened the public hearing at 7:45 p.m.

The following members of the public spoke:
Milford Mills, 20216 SE Brady Road, Camas
Paul Featherstone, 20804 SE High Point Drive, Camas
Katie O'Donnell, 4609 SE Fernridge Court, Camas

Maul and Capell responded to questions.

The public hearing was closed at 7:55 p.m.

It was moved by Council Member Anderson, seconded by Council Member Hogan, that Ordinance No. 15-030 be read by title only. The motion carried unanimously.

It was moved by Council Member Turk, seconded by Council Member Hogan, that Ordinance No. 15-030 be amended to incorporate Vista Del Rio No. 2 with the Grand Ridge Subdivision as referenced in the exhibits, and Section 5 to Board of County Councilors instead of Commissioners, and be adopted and published according to law. The motion carried unanimously.

- E. Green Mountain Planned Residential Development (PRD) Final Master Plan
Details: The applicant asked for Final Master Plan approval for the Green Mountain PRD.
Presenter: Robert Maul, Planning Manager

- [Green Mountain Final Master Plan 1 of 3](#)
- [Green Mountain Final Master Plan 2 of 3](#)
- [Green Mountain Final Master Plan 3 of 3](#)
- [Urban Village Narrative for Green Mountain PRD](#)

It was moved by Council Member Carter, seconded by Council Member Hogan, that the Green Mountain Planned Residential Development Master Plan be approved. The motion carried unanimously.

- F. Resolution No. 15-016 Green Mountain Planned Residential Development (PRD) Sanitary Sewer Development Agreement
Details: A resolution that adopted the Green Mountain PRD Sanitary Sewer Development Agreement. A public hearing regarding the proposed development agreement was held on November 2, 2015. Upon closing the public hearing, the City Council provided direction for the City Attorney to draft a resolution approving the proposed development agreement with the amendment of making the effective date of the agreement the date of the recording. The changes to the effective date language were made in the attached final development agreement.
Presenter: Steve Wall, Public Works Director


-  [Resolution No. 15-016 Green Mountain Sewer DA](#)
[GM Sewer Development Agreement](#)
[GM Sewer DA Exhibit A - Legal Description](#)
[GM Sewer DA Exhibit B - Map](#)
[GM Sewer DA Exhibit C - Bond Debt Service Breakdown](#)
[GM Sewer DA Exhibit D - Legal Description](#)

Wall distributed a revised Resolution and informed Council that it had been revised and is different from the one that was in their Council Meeting Agenda Packet.

It was moved by Council Member Chaney, seconded by Council Member Turk, that Resolution No. 15-016 be read by title only. The motion carried unanimously.

It was moved by Council Member Chaney, seconded by Council Member Turk, that Resolution No. 15-016 be adopted as amended. The motion carried unanimously.

- G. Resolution No. 15-021 Revising the Information Systems Manager Position and Adopting the 2016 Salary Scales for Non-Represented Positions
Details: This resolution revised the Information Systems Manager job description, title and salary scale effective January 1, 2016. The new title of the position is Information Technology Director and this resolution created the changes for that position. Additionally, this resolution set the salary scales for all non-represented positions for 2016. The changed scales reflect a 2.5% cost-of-living increase over 2015 scales with the exception of the Information Technology Director and the Parks and Recreation Manager positions. These pay scales have been adjusted as a result of a review of position comparables and the incumbents will receive an approximate 6% wage adjustment above the cost-of-living increase.
Presenter: Jennifer Gorsuch, Administrative Services Director

-  [Resolution 15-021 2016 Non-Represented Position Changes](#)
[Exhibit A - Information Technology Director Job Description](#)
[Exhibit B - 2016 Non-Represented Salary Scales](#)

It was moved by Council Member Carter, seconded by Council Member Hogan, that Resolution No. 15-021 be read by title only. The motion carried unanimously.

It was moved by Council Member Turk, seconded by Council Member Hogan, that Resolution No. 15-021 be adopted. The motion carried unanimously.

- H. Ordinance No. 15-026 Regarding the Camas School District Capital Facilities Plan 2015-2021
Details: An ordinance that approved and adopted the Camas School District 2015-2021 Capital Facilities Plan.
Presenter: Phil Bourquin, Community Development Director

-  [Ordinance No. 15-026 for Capital Facilities Plan of Camas School District](#)
[Camas Capital Facilities Plan 2015-2021](#)

It was moved by Council Member Turk, seconded by Council Member Anderson, that Ordinance No. 15-026 be read by title only. The motion carried unanimously.

It was moved by Council Member Turk, seconded by Council Member Anderson, that Ordinance No. 15-026 be adopted and published according to law. The motion carried unanimously.

- I. Ordinance No. 15-027 Regarding the Evergreen School District Capital Facilities Plan 2015-2021

Details: An ordinance that approved and adopted the Evergreen School District 2015-2021 Capital Facilities Plan.

Presenter: Phil Bourquin, Community Development Director

 [Ordinance No. 15-027 for Capital Facilities Plan of Evergreen School District
Evergreen Capital Facilities Plan 2015-2021](#)


It was moved by Council Member Chaney, seconded by Council Member Hogan, that Ordinance No. 15-027 be read by title only. The motion carried unanimously.

It was moved by Council Member Chaney, seconded by Council Member Anderson, that Ordinance No. 15-027 be adopted and published according to law. The motion carried unanimously.

- J. Ordinance No. 15-028 Regarding the Washougal School District Capital Facilities Plan 2015-2021

Details: An ordinance that approved and adopted the Washougal School District 2015-2021 Capital Facilities Plan.

Presenter: Phil Bourquin, Community Development Director

 [Ordinance No. 15-028 for Capital Facilities Plan of Washougal School District
Washougal Capital Facilities Plan 2015-2021](#)

It was moved by Council Member Hogan, seconded by Council Member Turk, that Ordinance No. 15-028 be read by title only. The motion carried unanimously.

It was moved by Council Member Hogan, seconded by Council Member Carter, that Ordinance No. 15-028 be adopted and published according to law. The motion carried unanimously.

IX. PUBLIC COMMENTS

No one from the public wished to speak.

X. ADJOURNMENT

The meeting adjourned at 8:11 p.m.

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.

PACIFIC groundwater GROUP

December 14, 2015

City of Camas
616 NE Fourth Avenue
Camas, WA 98607

Attn: Mr. Steve Wall

Re: Hydrogeologic Support Services

Dear Steve:

This letter provide a scope of work and cost estimate to provide the City with on-going technical assistance for managing your water supply sources as well as planning for new source development to meet continuing growth targets.

SCOPE OF WORK

Task 1 - Maintenance of Surface Water and Groundwater Monitoring Stations

Activities to include:

- Servicing data loggers that are used to capture groundwater level information in the Washougal River wellfield area and surface water data from the Washougal River stage gage
- Periodic reduction and analysis of monitoring data

Task 2 - Hydrogeologic Support Service

Hydrogeologic support services may include:

- Assessment of wellfield performance and providing input when needed to asses question on drought conditions and other factors that might arise.
- Assistance with regulatory questions and water right permitting issues
- Responding to water right purchase opportunities
- Addressing question related to potential environmental threats to the supply sources
- Assistance with new source development

Task 3 - Management and Meetings

PGG's Project Manager will prepare and document invoices, manage staff resources and the project schedule, and communicate with City representatives regarding project

logistics, schedule, and technical issues as the project unfolds. We will also attend meeting when needed to assist the City with strategic planning, permitting questions, negotiation of water right purchases, and technical issues.

PROJECT COST ESTIMATE

PGG estimates that the costs associated with the proposed scope of work will be **\$15,000**, including expenses. Cost estimate details are provided in Table 1, attached. Since specific details on the nature of our services cannot be explicitly defined at this time, the authorization should be considered as preliminary and subject to change depending on specific City requests for assistance.

Our costs will be invoiced monthly on a time-and-materials basis. In the event that unexpected information is encountered that appears to require additional work, PGG will bring them to your attention and seek your approval for any added expenditures. Our professional services will be performed, our findings obtained, and our reports prepared in accordance with generally accepted hydrogeologic practices. This warranty is in lieu of all other warranties, either express or implied.

The attached Terms and Conditions are incorporated into our agreement with you, and by your authorization to proceed, you are accepting them.

Please call if you should have any questions concerning the enclosed information.

Sincerely,

Pacific Groundwater Group



Dan Matlock
Principal Hydrogeologist

For City of Camas:

For Pacific Groundwater Group:



Date: _____

Date: December 14, 2015 _____

**Table 1 - Hydrogeologic Support Services - City of Camas
Pacific Groundwater Group**

JM9702.19

Task	Description	ESTIMATED HOURS					OTHER COSTS ¹			TOTAL TASK COST
		Support \$60	Permit Specialist \$130	GIS \$115	Principal \$160	Labor Cost	Direct Costs	Mileage	Sub- RM	
1	Maintenance of Surface Water and Groundwater Monitoring Stations				16	\$ 2,560.00		300.00	2,300.00	\$ 5,160.00
2	Hydrogeologic Support Services		12	4	36	\$ 7,780.00				\$ 7,780.00
3	Project Management and Meetings	4	4		8	\$ 2,040.00	20.00			\$ 2,060.00
Subtotal		4	16	4	60	\$12,380.00	\$20.00		\$2,300.00	\$15,000.00

Notes:

1) Includes 10% markup

2015 PACIFIC GROUNDWATER GROUP TERMS AND CONDITIONS

SCHEDULE OF CHARGES. The schedule establishing fees for Pacific Groundwater Group's services is presented below. A new schedule is issued at the beginning of each year or when otherwise dictated by inflationary changes. Unless other arrangements have been made, charges for all work, including continuing projects initiated in the prior year, will be based on the latest SCHEDULE OF CHARGES in the latest PACIFIC GROUNDWATER GROUP TERMS and CONDITIONS.

Principal Technical Services	\$175/hr.	Travel & Sustenance	Cost plus 10%
Senior Technical Services	\$130/hr.	Subcontract and Direct Expense	Cost plus 10%
Associate Technical Services	\$145/hr.	Long Distance and Cellular Phone Expenses	Cost plus 10%
Staff Technical Services	\$100-115/hr.	Xerox & Oversize Copies	\$0.15/b&w \$0.25/color & \$1./sq. ft
Technical Support Services	\$60/hr.	Automobile Mileage	Federal mileage + \$0.05
Legal Support (Preparation, Deposition, Testimony, Travel)	\$250/hr.	Truck Mileage	Federal mileage + \$0.10

PAYMENT, INTEREST, COLLECTION. Invoices will be submitted once per month for service expenses rendered during the prior month. Payment will be due within thirty (30) days of the invoice date. Interest will be added to accounts in arrears at the rate of one and one-half percent (1 - 1 1/2%) of the average for each month of delinquency not to exceed the maximum annual percentage rate allowed by law. All expenses incurred for lien or collecting any delinquent amount, including but not limited to reasonable attorney fees, witness fees, reasonable charges at current billing rates for the time devoted by the Pacific Groundwater Group's personnel, document duplication, organization and storage costs, taxable court costs, travel and subsistence, shall be paid to the Pacific Groundwater Group in addition to the delinquent amount. If at any time, present or future, the State, County, City or Municipality assesses a sales, use, or ad valorem tax upon Pacific Groundwater Group for any of the services, supplies, testing or other work performed by Pacific Groundwater Group and/or its subcontractors under this contract, the client agrees to pay such taxes in addition to, and hold Pacific Groundwater Group harmless from such, or should Pacific Groundwater Group elect to pay such taxes directly, the client agrees to reimburse and indemnify Pacific Groundwater Group in full.

TERMINATION. In the event the client requests termination of the work prior to completion, Pacific Groundwater Group will be paid for all work performed up to the notice of termination and for all expenses incurred or committed to that cannot be canceled. Pacific Groundwater Group also has the right to complete, at the client's expense, the analysis and records necessary to so order the work as to protect our professional reputation. A termination charge may also be made to cover the preparation and administrative costs related to the work. Charges will include all reasonable expenses incurred, and time for Pacific Groundwater Group's personnel, charged at the current rates.

CLIENT FURNISHED INFORMATION. The client is responsible to provide, by map or drawing, a description of the property, its location and the location of any buried structures or utilities. Pacific Groundwater Group will not be held liable for damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.), nor to injury to persons arising from damage to subterranean structures, which are not called to our attention and correctly shown on the plans furnished to Pacific Groundwater Group in connection with the work performed by Pacific Groundwater Group. The client agrees to indemnify and hold harmless Pacific Groundwater Group for any and all incorrect or omitted location information to the extent and terms provided in the paragraph entitled "INDEMNIFICATION."

RIGHT OF ENTRY. Unless otherwise agreed, Pacific Groundwater Group will be furnished right-of-entry on the land to make planned borings, surveys and other explorations. Pacific Groundwater Group will take reasonable precautions to minimize damage from use of equipment, but have not included in our fee the cost of restoration of damage which may result from work as outlined in this contract. If Pacific Groundwater Group is required to restore the property to its former condition, the cost of such restoration will be estimated. The additional sum will be agreed upon in writing between Pacific Groundwater Group and the client, and added to the original fee.

SAMPLE RETENTION. Due to the expense of storage costs and limited storage life of samples, Pacific Groundwater Group will discard samples sixty (60) days after submission of the report unless arrangements are made for repackaging and storage fees. Alternatively, at the client's request, the samples will be delivered to the client at the client's expense. All samples containing hazardous materials will be returned to the client, at the client's expense, subsequent to use.

OWNERSHIP OF DOCUMENTS. Any documentary report or tangible item developed and furnished under this agreement is intended solely for the purpose of communicating and transferring tangible information relating to professional services. All designs, drawings, specifications, notes, data samples, materials, report reproductions, and other works developed by Pacific Groundwater Group, are instruments of service and, as such, remain the property of Pacific Groundwater Group. The client agrees to hold harmless and indemnify Pacific Groundwater Group against all claims, demands, losses, penalties, or damages, including reasonable attorney's fees, arising use of these documents on extensions of this project or any other project without the written permission of Pacific Groundwater Group.

INSURANCE. Pacific Groundwater Group maintains Worker's Compensation for its employees as required by State law. Pacific Groundwater Group is protected by Public Liability Insurance to a maximum of \$1,000,000 combined single limits, for bodily injury and property damage liability, and will furnish certificates thereof upon request. Within the limits of said insurance, Pacific Groundwater Group agrees to hold the client harmless from and against loss, damage, injury or liability arising directly from negligent acts committed by Pacific Groundwater Group, its employees, agents, subcontractors and subcontractors' employees and agents.

INDEMNIFICATION. To the fullest extent permitted by law, the client agrees to defend, indemnify and hold Pacific Groundwater Group, including but not limited to Pacific Groundwater Group's agents, employees, subcontractors and subcontractors' employees, agents and subcontractors, harmless from and against any and all claims, associated defense costs (including reasonable attorney's fees) damages and other liabilities arising out of or in any way related to Pacific Groundwater Group's work on the project. The client shall indemnify Pacific Groundwater Group against liability for damages caused by or resulting from the concurrent negligence of (a) the client, its agents, employees, subcontractors and subcontractors' employees, agents and subcontractors, and (b) Pacific Groundwater Group, and its agents, employees, subcontractors and subcontractors' employees, agents only to the extent of the client's negligence or the negligence of the clients' agents, employees, subcontractors and subcontractors' employees, agents and subcontractors.

LIMITATION OF LIABILITY. With the exception of claims covered by Pacific Groundwater Group's insurance, as provided in the paragraph entitled "INSURANCE" above, and notwithstanding any other term or condition hereof to the contrary, Pacific Groundwater Group's liability under this contract shall, under no circumstances exceed \$50,000 or the total of the fees paid by the Client to Pacific Groundwater Group under the attached scope of work and contract, whichever is greater.

STANDARD OF CARE. Pacific Groundwater Group agrees to provide the client, for its sole benefit and exclusive use, the consulting services set forth in Pacific Groundwater Group's attached proposal. Pacific Groundwater Group's services shall be performed in accordance with generally accepted practices in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed.

HAZARDOUS SUBSTANCES AND CONDITIONS. The client recognizes that Pacific Groundwater Group's services do not include generating, storing, transporting, or disposing of substances considered to be hazardous and requiring permits under Federal, State or local environmental laws. The client warrants that if it knows or suspects that hazardous substances may exist on the property, the client has so informed Pacific Groundwater Group.

UNFORESEEN OCCURRENCES. If any unforeseen conditions or occurrences, including but not limited to hazardous substances or pollutants, are encountered which, in Pacific Groundwater Group's sole judgment, significantly affect the recommended scope of work, Pacific Groundwater Group will promptly notify the client. After such notification, Pacific Groundwater Group will complete its original scope of work, if appropriate, or agree with the client to modify the agreement, or to terminate the work pursuant to the termination clause listed above.

SUBSURFACE RISKS AND SITE DAMAGE. The client recognizes that special risks occur and "guarantees" cannot be expected whenever professional consulting services are applied in evaluating subsurface conditions. Pacific Groundwater Group cannot eliminate these risks altogether, but can apply professional techniques to reduce the risks to a level considered tolerable and the client agrees to accept that level of risk. The client recognizes that the use of exploration and test equipment may unavoidably damage or alter the property surface or subsurface and the client agrees to assume responsibility for such unavoidable damages or alterations. Further, the client assumes responsibility for personal or property damage due to interference with subterranean structures, including but not limited to subsurface pipes, tanks and utility lines, that are not called to Pacific Groundwater Group's attention in writing or correctly as shown on plans provided by the client.

INTERPRETATIONS AND TIME BAR TO LEGAL ACTION. Interpretations and enforcement of this agreement shall be governed by the laws of the State of Washington. All legal actions by either party to this contract against the other, related to this agreement or any addendum to it, shall be barred after two years have passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after four years have passed from the date by which Pacific Groundwater Group completes its services.

SEVERABILITY AND SURVIVAL. Any element of this agreement later held to violate a law shall be deemed void and all remaining provisions shall continue in force. However the client and Pacific Groundwater Group will, in good faith, attempt to replace any invalid or unenforceable provision with another provision that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this agreement allocating liability between the client and Pacific Groundwater Group shall survive the completion of the services hereunder and the termination of this agreement.

PRECEDENCE. These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document, regarding Pacific Groundwater Group's services

RESOLUTION NO. 16-001

A RESOLUTION approving a Development Agreement between the City of Camas and Kate's Close LLC.

WHEREAS, Kate's Close LLC is the owner of certain real property located within the City of Camas; and

WHEREAS, the parties have negotiated a Development Agreement relating to said property and the construction of certain improvements on Brady Road; and

WHEREAS, the Development Agreement sets forth certain development standards that will govern the development of the property and the City's assumption of construction of the Brady Road improvements in consideration of City acquisition of property controlled by Kate's Close LLC; and

WHEREAS, the City Council has conducted a public hearing on the proposed Development Agreement on December 21, 2015, at which time it considered testimony from all interested parties; and

WHEREAS, the City Council finds that the agreement has been reviewed by the Director of Community Development and has been found to meet applicable planning requirements; and

WHEREAS, the City Council desires to approve the Development Agreement and authorize the Mayor to sign the Agreement on behalf of the City.

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

I

That certain Development Agreement between the City of Camas and Kate's Close LLC, relating to certain real property located within the City's municipal boundary is hereby approved.

The Mayor is authorized and instructed to sign the agreement on behalf of the City.

II

Upon execution by all parties thereto, the Development Agreement shall be recorded with the Clark County Auditor, pursuant to the requirements of RCW 36.70(b).190.

ADOPTED BY THE COUNCIL OF THE CITY OF CAMAS AND APPROVED BY
THE MAYOR this 4th day of January, 2016.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney