



CITY COUNCIL REGULAR MEETING AGENDA
Tuesday, September 8, 2015, 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 August 17, 2015 Camas City Council Meeting and the Workshop minutes of August 17, 2015.
 -  [August 17, 2015 Camas City Council Regular Minutes - Draft](#)
 - [August 17, 2015 Camas City Council Workshop Minutes - Draft](#)
- B. Approve the claim checks as approved by the Finance Committee.
- C. Authorize the write-off of the August 2015 Emergency Medical Services (EMS) billings in the amount of \$61,150.26. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)
- D. Authorize the write-off of three unpaid final utility bills in the amount of \$63.93. This amount represents outstanding water, sewer and storm water charges that are left unpaid by previous property owners. (Submitted by Pam O'Brien)
- E. Authorize the Mayor to sign the contract with Clark County Department of Community Services for Project S-595 Franklin Neighborhood Improvements for a Community Development Block Grant (CDBG) in the amount of \$225,000. (Submitted by James Carothers)
 -  [Franklin Neighborhood CDBG Contract](#)
- F. Authorize the Mayor to sign the Professional Services Proposal with Berger ABAM to prepare a park master plan for Fallen Leaf Lake Park in an amount not to exceed of \$59,500. (Submitted by Jerry Acheson)
 -  [Berger ABAM Fallen Leaf Lake Professional Services](#)

- G. Approve Pay Estimate No. 2 to Granite Construction for Project S-599A, 2015 City-Wide Grind and Overlay in the amount of \$333,663.36. (Submitted by Denis Ryan)

 [Pavement Preservation Pay Estimate No.2](#)

- H. Authorize the Mayor to sign a contract with Gray and Osborne, Inc. for \$29,400 to evaluate and make recommendations for future Lacamas Creek Wastewater Pump Station improvements. This contract to be funded through the 2015-2016 Water/Sewer Fund Budget. (Submitted by Sam Adams)

 [Lacamas Creek Pump Station Evaluation Contract](#)

- I. Authorize the Mayor to sign a contract in the amount of \$48,560 with Wallis Engineering to provide engineering design services to replace the Septage Receiving Station located at the City's Wastewater Treatment Plant. This project was included in the 2015-2016 Budget. (Submitted by Sam Adams)

 [Camas Septage Receiving Station - Wallis Contract](#)

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. Legendary Teacher Day Proclamation

 [Legendary Teacher Day Proclamation 2015](#)

VIII. MEETING ITEMS

- A. Camas and Washougal Utilities Cooperation Agreement
Details: In June 2015, staff provided a draft copy of the Utilities Cooperation (Interlocal) Agreement with the City of Washougal in regards to the purchase of property from the Port of Camas-Washougal for future development of the Steigerwald Wellfield. Additionally, at the August 17, 2015 Council Workshop, staff presented a revised Interlocal Agreement and additional environmental research on three properties located in the industrial subdivision to the west of the proposed wellfield property that have been identified by the Department of Ecology as having contaminated soils. Attached for Council's consideration is a final copy of the Utilities Cooperation Agreement. The City of Washougal approved the Interlocal Agreement at their August 24, 2015 Council Meeting.
Presenter: Steve Wall, Public Works Director
Recommended Action: Staff recommends the City Council authorize the Mayor to sign the Cities of Camas and Washougal Utilities Cooperation Agreement for Water System Development (Phase 2).

 [Steigerwald Phase 2 Agreement](#)

- B. Public Hearing for the Green Mountain Planned Residential Development (PRD) Sewer System Development Agreement
Details: A Public Hearing for consideration of a development agreement with the Green Mountain PRD pertaining to sanitary sewer infrastructure improvements. The Green Mountain PRD received a Final Order and Land Use Approval on August 3, 2015. Within the Final Order, the Green Mountain PRD was required to enter into an agreement with the City to provide for a public-private partnership to fund and construct sewer infrastructure to provide service to the PRD and to the North Urban Growth Area as a whole. Staff and the City Attorney have worked extensively with Green Mountain PRD representatives over the last few months to draft an agreement for Council's consideration. The concept and general provisions of the draft agreement have been presented to the City Council at prior Council Workshops; however, information from Green Mountain PRD representatives has recently been received by staff which warrants further negotiations with the developer.
Presenter: Steve Wall, Public Works Director
Recommended Action: Staff recommends that the Mayor open the public hearing, leave the record open, and continue the Public Hearing at the September 21, 2015 Regular Meeting.
- C. Grand Ridge Annexation Area Zoning Designation Public Hearing
Details: The City Council shall conduct a public hearing to consider affixing a zoning designation for the Grand Ridge Annexation area, including the Grand Ridge Subdivision.
Presenter: Robert Maul, Planning Manager
Recommended Action: Staff recommends that Council conducts a public hearing, deliberates and moves to approve the zoning designation for the entire Grand Ridge Annexation Area as depicted in the attached proposed zoning map and direct the City Attorney to prepare an ordinance for Council's consideration at a future regular meeting.
 [Grand Ride Zoning Staff Report](#)
- D. Grand Ridge Annexation 60% Petition Public Hearing
Details: The City Council will hold a public hearing to consider a petition to annex property into the City limits known as the Grand Ridge Annexation area.
Presenter: Robert Maul, Planning Manager
Recommended Action: Staff recommends that Council conducts a public hearing, deliberates and moves to approve the Grand Ridge Annexation (Annex14-14); and directs the City Attorney to prepare an ordinance for Council's consideration at a future regular meeting.
 [Grand Ridge Annexation Staff Report](#)
[Grand Ridge 10% Annexation Signatures](#)
[Grand Ridge 60% Annexation Signatures](#)
[Grand Ridge - Brown Annexation Petition](#)
[Grand Ridge Annexation Certificate of Sufficiency](#)
[Legal Description](#)

E. Resolution No. 15-011 Adopting a 2-Hour Parking Time Limit on NE 38th Avenue on School Days

Details: The residents of NE 38th Avenue have voiced concerns about the number of high school students that park their vehicles on this street. Encroachment of parked vehicles into driveways and lack of visibility are issues that have been cited by several residents. A poll based on resident requests was conducted by Camas staff, a petition was submitted and signed by residents on NE 38th Avenue, and follow-up phone calls were made by Camas staff to clarify residents' stances on this matter. Camas staff has determined that approximately 70 percent of the residents on NE 38th Avenue are in favor of a two-hour parking restriction from 7:00 AM to 3:00 PM on school days.

Presenter: James Carothers, Engineering Manager

Recommended Action: Staff recommends Council move to adopt Resolution No. 15-011 Adopting a 2-Hour Parking Time Limit on NE 38th Avenue on School Days.

 [NE 38th Parking Resolution](#)

[NE 38th Parking Map](#)

F. Public Hearing Considering Ordinance No. 15-014 An Ordinance Amending Chapter 8.58 of the Camas Municipal Code (CMC) for Fireworks Sales and Discharge

Details: This Public Hearing is to provide citizens an opportunity to give public testimony on Ordinance No. 15-014 to change the City's dates and times for fireworks sales and discharge, and authorizing the Mayor to prohibit fireworks discharge during times of extreme fire danger.

Presenter: Ron Schumacher, Fire Marshal

Recommended Action: Staff recommends that Council conducts a public hearing, deliberates and moves to approve Ordinance No. 15-014 Amending Chapter 8.58 of the Camas Municipal Code, relating to the sales and discharge of fireworks in the City of Camas.

 [Ordinance to Amend the Fireworks Code](#)

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 REGULAR
MEETING MINUTES - DRAFT
Monday, August 17, 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, Melissa Smith and Shannon Turk

Staff: Bernie Bacon, Pete Capell, Jennifer Gorsuch, Cathy Huber Nickerson, Robert Maul, Shawn MacPherson, Steve Wall and Alicia Pacheco (student intern)

Press: No one from the press was present

IV. PUBLIC COMMENTS

No one from the public wished to speak.

V. CONSENT AGENDA

- A. Approved the minutes of the August 3, 2015 Camas City Council Meeting and the Workshop minutes of August 3, 2015.

 [August 3, 2015 Camas City Council Regular Minutes - Draft](#)

[August 3, 2015 Camas City Council Workshop Minutes - Draft](#)

- B. Approved claim checks numbered 126954 - 127071 in the amount of \$1,959,305.77.
- C. Authorized the write-off of two utility accounts in the amount of \$487.24. Both debtors filed Chapter 7 bankruptcy and are entitled to a discharge per the United States Bankruptcy Court. (Submitted by Pam O'Brien)
- D. Authorized the write-off of two unpaid final utility bills in the amount of \$155.07. This amount represents outstanding water, sewer, garbage, recycling and storm water charges that are left unpaid by previous property owners. (Submitted by Pam O'Brien)
- E. Authorized the write-off of the July 2015 Emergency Medical Services (EMS) billings in the amount of \$83,341.57. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)
- F. Authorized the Engineering Manager to sign the contract with HDJ Design Group for Project
-

S-602 North Urban Growth Area Arterial Study and Project S-603 SR-500 and 6th Avenue Corridor Study for corridor study analyses in the amount not to exceed \$159,256. (Submitted by James Carothers)

 [Corridor Studies Contract](#)

- G. Authorized the Mayor to sign the Boundary Line Adjustments and Grant of Easements with the Towle, Lovell and Hoyt property owners in regards to the City's Watershed property. (Submitted by Steve Wall)

 [Agreement for Boundary Line Adjustment](#)

- H. Authorized the Mayor to sign the Professional Services Agreement with Pacific Groundwater Group in the amount of \$20,000 to provide water system hydrogeologic support services (Project WS-740A) on an as-needed basis. There is sufficient budget in the 2015-2016 Water/Sewer Fund to support this effort. (Submitted by Steve Wall)

 [PGG Professional Services Agreement 2015](#)

- I. Authorized Pay Estimate No. 3 to AAA Septic Service for Project WS-748 2015 STEP/STEF Tank Pumping in the amount of \$7,564.46 for work through July 31, 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)

 [Tank Pumping Pay Estimate 3](#)

- J. Authorized the Mayor to sign Change Order No. 4 for additional work on Project S-565 NW 38th Avenue, Phase 2 to Nutter Corp. in the amount of \$20,904.54. (Submitted by James Carothers)

 [NW 38th Phase 2 Change Order 4](#)

- K. Authorized Pay Estimate No. 13 to Nutter Corp. for Project S-565 NW 38th Avenue, Ph. 2 Roadway Improvements in the amount of \$39,223.37 for work through August 3, 2015. (Submitted by James Carothers)

 [NW 38th Phase 2 Pay Estimate 13](#)

- L. Authorized the Mayor to sign the contract with HHPR for Project P-911 Heritage Trailhead Parking and S-566B Friberg Oak Mitigation for professional services and design in an amount not to exceed \$50,520. (Submitted by James Carothers)

 [Trailhead Parking and Oak Mitigation Contract](#)

- M. Authorized the Mayor to sign Change Order No. 1 for required additional work on Project WS-756 NW 6th Avenue Water and Storm Sewer Project to RC Northwest in the amount of \$8,893.60 and 2 additional working days. (Submitted by James Carothers)

 [NW 6th Water & Storm Change Order 1](#)

- N. Authorized Pay Estimate No. 2 to RC Northwest for Project WS-756 NW 6th Avenue Water and Storm Sewer Project in the amount of \$77,162.39 for work through July 31, 2015. This project is funded by the General Obligation Bond. (Submitted by James Carothers)

 [NW 6th Water & Storm Pay Estimate 2](#)

- O. Authorized the release of retainage to Schmid and Sons, Inc. for Project S-598 2015 ADA Ramp and Sidewalk Improvements in the amount of \$925.10. (Submitted by James Carothers)

 [ADA Ramp and Sidewalk Retainage](#)

- P. Authorized Pay Estimate No. 2 to Rotschy, Inc. for Project WS-709C Slow Sand Water Treatment Plant in the amount of \$817,746.44 for work through July 31, 2015. (Submitted by James Carothers)

 [Water Treatment Plant Pay Estimate 2](#)

- Q. Authorized Pay Estimate No. 1 to McDonald Excavating, Inc. for Project WS-714 STEP Sewer Transmission Main in the amount of \$595,036.70 for work through July 31, 2015. (Submitted by James Carothers)

 [Sewer Transmission Main Pay Estimate 1](#)

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

VI. NON-AGENDA ITEMS

- A. Staff

There were no non-agenda items from staff.

- B. Council

There were no non-agenda items from Council.

VII. MAYOR

- A. Announcements

Mayor Higgins informed everyone about the Papermaker School Resource Officer vehicle.

VIII. MEETING ITEMS

- A. Ordinance No. 15-010 Amending Camas Municipal Code (CMC) Chapter 18.09 Density and Dimensions (MC15-03)
Details: Amendments to CMC§18.09.040, Table 2 - Density and Dimensions - Single-family Residential Zones will allow for increased lot coverage limits in R-6, R-7.5, R-10 and R-12 zoning districts for only single story homes. Council approved the amendments at a public hearing on August 3, 2015, and directed the City Attorney to prepare an ordinance for adoption.

Presenter: Sarah Fox, Senior Planner

-  [Ordinance No. 15-010](#)
- [Staff Report to City Council](#)
- [Exhibit 1 - Initial Application](#)
- [Exhibit 2 -Letter to Robert Maul](#)
- [Exhibit 3 - Letter to Applicant from Staff](#)
- [Exhibit 4 - Lot Development Examples](#)
- [Exhibit 5 - Letter to Sarah Fox](#)
- [Exhibit 6 - Excerpt from Staff Report to Council](#)
- [Exhibit 7 - Email 07072015](#)
- [Exhibit 8 - Plot Plan Example 1](#)
- [Exhibit 9 - Plot Plan Example 2](#)

It was moved by Council Member Anderson, seconded by Council Member Hazen, that Ordinance No. 15-010 be read by title only. The motion carried unanimously.

It was moved by Council Member Chaney, seconded by Council Member Hogan, that Ordinance No. 15-010 be adopted and published according to law. The motion carried unanimously.

- B. Ordinance No. 15-012 Amending Camas Municipal Code (CMC), Chapter 18.22 Mixed Use Planned Developments (MC15-04)
Details: Amendments to CMC Chapter 18.22 Mixed Use Planned Developments clarify that it is an overlay zone. Minor amendments associated with CMC Chapter 18.22 were also proposed to CMC§ 18.07.030-Table 1 Commercial and Industrial Land Uses. Council approved the amendments at a public hearing on August 3, 2015, and directed the City Attorney to prepare an ordinance for adoption.
Presenter: Robert Maul, Planning Manager

-  [Ordinance No. 15-012](#)
- [Exhibit A](#)
- [Exhibit B](#)
- [Staff Report \(MC15-04\)](#)
- [Attachment A - Proposed Amendments to CMC 18.22 MXPDP](#)
- [Exhibit 1 - Public Comment from Melanie Poe](#)
- [Exhibit 2 - Comments from Lugliani Investments](#)
- [Exhibit 3 - Memorandum from Staff](#)
- [Exhibit 4 - Mixed Use Examples](#)
- [Exhibit 5 - Comments from Randy Printz](#)

It was moved by Council Member Anderson, seconded by Council Member Smith, that Ordinance No. 15-012 be read by title only. The motion carried unanimously.

It was moved by Council Member Hogan, seconded by Council Member Carter, that Ordinance No. 15-012 be adopted and published according to law. The motion carried unanimously.

- C. Ordinance No. 15-013 Providing for the Issuance, Sale and Delivery Not to Exceed \$25,000,000 Aggregate Principal Amount of Water and Sewer Revenue and Refunding Bonds

Details: This ordinance authorizes the City to issue, sell and deliver water and sewer revenue bonds, which will fund sewer infrastructure for the North Urban Growth Area, as well as refund outstanding revenue bonds from 1998 and 2007. The refunding is anticipated to save the City's Water and Sewer Utilities interest expense. The bond ordinance also provides for a reserve account for debt payment security as well as covenants for adequate rate support. This ordinance appoints the City's designated representative to approve the final terms of the sale of the bonds and all other related matters.

Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance for Water and Sewer Revenue Bonds](#)

It was moved by Council Member Turk, seconded by Council Member Hazen, that Ordinance No. 15-013 be read by title only. The motion carried unanimously.

A motion was made by Council Member Turk, seconded by Council Member Anderson, that Ordinance No. 15-013 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, Council Member Smith and Council Member Turk

- D. Public Hearing for Plat Alteration of 7th Avenue Townhomes (File No. PlatAlt15-01)
Details: 7th Avenue Townhomes Subdivision (File no. SUB06-10) is located at 722 NW 7th Avenue near the intersection of NW 7th Avenue and NW Greeley Street. Council approved the final plat on March 2, 2015, for 11 lots. The plat alteration will allow for triplex development on one lot.

Presenter: Robert Maul, Planning Manager

 [Staff Report](#)

[Design Review Decision \(File No. DR14-07\)](#)

[Plat Alteration 15-01 Drawings](#)

[Application Narrative](#)

Mayor Scott Higgins opened the public hearing at 7:15 p.m.

The following members of the public spoke:

Doug Campbell, owner of the 7th Avenue Townhomes, Camas

The public hearing was closed at 7:20 p.m.

A motion was made by Council Member Anderson, seconded by Council Member Hazen, that the Plat Alteration for 7th Avenue Townhomes Subdivision, which would include the outlined conditions, as well as the altered number 4 condition with language provided by the applicant, be approved. The motion carried unanimously.

IX. PUBLIC COMMENTS

No one from the public wished to speak.

X. ADJOURNMENT

The meeting adjourned at 7:23 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 WORKSHOP
MEETING MINUTES - DRAFT
Monday, August 17, 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, Melissa Smith and Shannon Turk

Staff: Jerry Acheson, Sam Adams, Bernie Bacon, Pete Capell, Jennifer Gorsuch, Cathy Huber Nickerson, Leona Langlois, Robert Maul, Shyla Nelson, Ron Schumacher, Nick Swinhart, Steve Wall and Alicia Pacheco (student intern)

Press: Heather Acheson, Camas-Washougal Post-Record

III. PUBLIC COMMENTS

David Clark, 918 NE 38th Avenue, Camas, commented about Camas High School parking.

IV. WORKSHOP TOPICS

A. Ordinance Changes Affecting the Sale and Discharge of Fireworks

Details: The Fire Department has been tasked by Council to create draft changes to City Municipal Code altering the sale and discharge of fireworks, as well as granting the City the ability to impose an emergency ban on fireworks if conditions warrant. This issue was discussed at the August 3, 2015 Council Workshop at which further changes were recommended by Council. The department presented two alternate versions of the proposed ordinance and ascertained whether Council was comfortable with scheduling the necessary public hearings.

Presenter: Nick Swinhart, Fire Chief

 [Fireworks Ordinance \(2 versions\)](#)

This item will be placed on the September 8, 2015 Regular Meeting Agenda for Council's consideration, following a public hearing.

B. Berger ABAM Proposal to Provide Professional Services for Fallen Leaf Lake Park

Details: This project includes development of the Fallen Leaf Lake Park conceptual master plan, public involvement, site survey, environmental assessment and preliminary civil engineering. A primary component of the master plan includes public access improvements for pedestrian and vehicular circulation into, and throughout, the park. Design concepts will also include upgrades to the existing park facilities incorporating new opportunities for recreation and waterfront access for all users. The approved master plan will guide future development and grant applications. The master planning effort is included in the approved

2015-2016 Budget; the total amount for this contract is to not exceed \$59,500.

Presenter: Jerry Acheson, Parks & Recreation Manager

 [Fallen Leaf Lake Proposal](#)

This item will be placed on the September 8, 2015 Consent Agenda for Council's consideration.

C. Lacamas Creek Wastewater Pump Station Evaluation

Details: The Lacamas Creek Wastewater Pump Station located near NE 3rd Avenue and NE 3rd Loop is approaching its available capacity. Staff is recommending that the pump station be analyzed to determine available remaining capacity and options for upgrading and/or relocating the station to better serve existing customers and future development. Gray and Osborne, Inc. has submitted the attached proposal in the amount of \$29,400 to evaluate and make recommendations for future Lacamas Creek Wastewater Pump Station Improvements. There is sufficient money in the Water/Sewer Fund of the adopted 2015-2016 Budget to complete this effort.

Presenter: Sam Adams, Utilities Manager

 [Proposal for Lacamas Creek Pump Station Evaluation](#)

This item will be placed on the September 8, 2015 Consent Agenda for Council's consideration.

D. Wastewater Treatment Plant Septage Receiving Station Improvements

Details: Wallis Engineering has submitted the attached proposal in the amount of \$48,560 to provide engineering design services to replace the Septage Receiving Station located at the City's Wastewater Treatment Plant. This station is used to unload septage that is pumped from the City's STEP tanks. The existing facility is reaching its useful life and does not provide a safe or sanitary means of unloading and needs to be replaced. This project was included in the adopted 2015-2016 Budget under Decision Package No. 32.

Presenter: Sam Adams, Utilities Manager

 [Septage Receiving Station Design Scope of Work](#)

This item will be placed on the September 8, 2015 Consent Agenda for Council's consideration.

E. Steigerwald Utilities Cooperation Agreement and Environmental Review

Details: In June 2015, staff provided a draft copy of the Utilities Cooperation (Interlocal) Agreement with the City of Washougal in regards to the purchase of property from the Port of Camas-Washougal for future development of the Steigerwald Wellfield. At that time, Council had specific questions regarding properties located in the industrial area south of Highway 14 in Washougal, which were known to have contaminated soils, and what impacts, if any, the contaminated soils could have on water taken from the future Steigerwald source. As requested, staff has completed additional environmental research on the properties in question. Additionally, there have been minor changes to the Interlocal Agreement with the City of Washougal. Staff updated Council on the environmental research completed and on the minor revisions to the interlocal agreement.

Presenter: Steve Wall, Public Works Director

- [!\[\]\(71ac35c616fd8bfda805d579390e24d8_img.jpg\) Steigerwald Environmental Research Presentation](#)
- [Steigerwald Environmental Review Memo 8-6-15](#)
- [Washougal-Camas Steigerwald DRAFT Interlocal Agreement](#)

This item will be placed on the September 8, 2015 Consent Agenda for Council's consideration.

F. Green Mountain Planned Residential Development (PRD) Sewer System Development Agreement

Details: Staff and the City Attorney have been working with Green Mountain Land, LLC and their attorney to draft a proposed development agreement in regards to sewer service provisions for the Green Mountain PRD. The attached draft agreement describes the requirements of both parties to install sewer system improvements, including a cost sharing mechanism by which the developer makes annual payments to the City and provides financial surety for a share of the permanent North Urban Growth Area (NUGA) Sewer Transmission System project.

Presenter: Steve Wall, Public Works Director; Pete Capell, City Administrator; Cathy Huber Nickerson, Finance Director; and Robert Maul, Planning Manager

- [!\[\]\(30a147af384f9f71632c2ff17bc706c8_img.jpg\) DRAFT Green Mountain Sewer Development Agreement](#)
- [NUGA Sewer Concept Plan](#)

This item will be placed on the September 8, 2015 Regular Meeting Agenda for Council's consideration, following a public hearing.

G. Public Works Miscellaneous and Updates

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

Presenter: Steve Wall, Public Works Director

Wall informed Council about a pressure relief valve failure on Fargo Street over the weekend. He commented about the STEP Transmission Main project. Wall updated Council on the Light Emitting Diode (LED) Installation project.

H. Community Development Miscellaneous and Updates

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

Presenter: Phil Bourquin, Community Development Director

Maul updated Council about the Grand Ridge Annexation.

I. City Administrator Miscellaneous Updates and Scheduling

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

Presenter: Pete Capell, City Administrator

Capell reminded Council to provide him with the number of hours they spent on Council business in June and July. He said the City will hold the Candidate Forum and State of the Community on October 19, 2015. It is the third Monday, so it conflicts with the Regular Council Meeting; the Workshop Meeting on that date is not affected. On October 5th, there will likely be items on the Workshop Agenda that will also go to the Regular Meeting that same day to prevent having to wait a month for final approval. He added that there may be an earlier, brief Regular Meeting to take care of business on October 19th.

Capell said the City conducted a speed study on NW 18th Loop and reviewed the results

with Council. Staff recommends that the City purchase a solar panel radar detector that posts speeds. It will also record the speed so there will be ongoing speed data. The sign would be rotated to various locations where there may be other speeding issues. Staff will also stencil the roadway "Slow Down 25 MPH". Capell noted that there is no budget for it this year, so it will likely be done in 2016.

Capell reported that the Association of Washington Cities (AWC) sent out a request to host their Elected Officials Essentials training in December. The City hosts many American Public Works training sessions in the library. The Council supported the City hosting the training and Capell responded that he will make arrangements with AWC.

V. COUNCIL COMMENTS AND REPORTS

Chaney asked about parking signage changes in the City.

Anderson attended the C-Tran meeting. He commented about the Fire Department and residential gate access keys and a police ride-along through a school zone. He will not be attending the September 8, 2015 Council Meetings.

Hogan commented about the Downtown Camas Association Vintage Art Fair on August 29, 2015. He also commented about Mark Lampton's memorial service.

Carter thanked staff for their efforts in repairing the signal at NW Parker Street and Lake Road.

Turk attended the Technical Advisory Committee meeting and the Sister City meeting. Turk will attend the Planning Commission meeting on August 18, 2015.

Mayor Higgins informed Council he will be hosting the executive director from AWC next week.

VI. PUBLIC COMMENTS

Chris Kralik, 631 NE 18th Loop, Camas, commented about the traffic speed in his neighborhood.

VII. ADJOURNMENT

The meeting adjourned at 5:51 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.

**CONTRACT #2015-CDBG-1502
BETWEEN**

CLARK COUNTY, Department of Community Services
PO Box 5000, Vancouver, Washington 98666-5000, (360) 397-2130

AND

CITY OF CAMAS
PO Box 1055
Camas, WA 98607

DUNS #10-302-1895

Program/Services Being Funded:	Franklin Neighborhood Improvements
Period of Performance:	Upon County Signature through May 31, 2016
Contract Period:	Upon County Signature through June 30, 2016
Budget Authority:	\$225,000
Funding Source:	Federal - HUD (CFDA #14.218) Fund 1939

CONTRACTOR PROGRAM CONTACT	CONTRACTOR FISCAL CONTACT	COUNTY PROGRAM CONTACT	COUNTY FISCAL CONTACT
Jim Hodges (360) 817-7234 jhodges@cityofcamas.us	Cathy Huber Nickerson (360) 834-2462 chuber@cityofcamas.us	Rebecca Royce (360) 397-2075 ext 7863 Rebecca.royce@clark.wa.gov	Rhonda Hills (360) 397-2075 ext 7836 rhonda.hills@clark.wa.gov

Clark County and the Contractor agree to the terms and conditions of the County's Basic Interagency Agreement and this Agreement by signing below:

FOR CLARK COUNTY:

FOR THE CITY OF CAMAS:

Mark McCauley, Acting County Manager

Signature

Printed Name

Date: _____

Title

APPROVED AS TO FORM:

Date: _____

Deputy Prosecuting Attorney

**CDBG BUDGET SUMMARY
CITY OF CAMAS
FRANKLIN NEIGHBORHOOD IMPROVEMENTS PROJECT**

<u>Source</u>	<u>Fund Amount</u>
A. Clark County CDBG Entitlement	\$225,000
B. City of Camas	\$197,000
C. Sponsor contribution	\$47,000

ITEMIZED COST	TOTAL COST	COUNTY CDBG	CAMAS	IN-KIND
I. PROJECT COSTS				
A. Construction	422,000	225,000	197,000	
B. Engineer/Architect	47,000			47,000
PROJECT TOTALS	469,000	225,000	197,000	47,000

Match is 52.0% (244,000 / 469,000)

STATEMENT OF WORK
City of Camas
Franklin Neighborhood Improvements

PROJECT DESCRIPTION

This project consists of upgrading the water and sewer systems on Franklin Street between 15th and 19th Avenues to meet current design standards including: installation of (20) new larger 1" copper water services; replacement of (2) sub-standard fire hydrants; upgrade of 750 lineal feet of 12" concrete sanitary sewer main to PVC piping; upgrade of (20) of concrete lateral sewer services to PVC piping; new ADA facilities fitted to existing sidewalks; replacement of deteriorated sidewalk panels; and reconstruction of approximately 750 feet of roadway.

In consideration of the benefits to be derived from this Contract, the County agrees to provide CDBG funds to the Contractor for the project described herein and in the Contractor's proposal and according to the project budget and terms in this Contract. The Contractor shall follow the procedures contained in the current edition of the Clark County CDBG Procedures Manual. In the event the Contractor fails to follow these procedures, the County may treat such as a breach of this Contract which shall be handled according to the Corrective Action section in the Basic Interagency Agreement.

PERIOD OF PERFORMANCE, CONTRACT PERIOD AND EXPENDITURE SCHEDULE

1. Subject to its other provisions, the Period of Performance and the Contract Period are as shown on the Contract face sheet, unless changed in a Contract modification or the Contract is terminated as provided in the Basic Interagency Agreement or in this Contract.
2. All services must be provided, all CDBG funds shall be expended, and all billable costs incurred within the Period of Performance. Billings shall be submitted in accordance with the schedule in the Payment Procedures section of the Special Terms and Conditions. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.

FUNDING ELIGIBILITY

This project qualifies for CDBG funding under 24 CFR 570.201 (c) Public facilities and improvements under the Low/Mod Income Area National Objective. The project is located in census tract 414.00, block group 1, which is 54.05 percent low-income.

BUDGET

The County will provide the Contractor with funds in an amount not to exceed the amount shown on the Agreement face sheet and on the Budget Summary for purposes of completing the project described above. The use of these funds shall be expressly limited to the activities described in this Agreement. The Contractor shall draw down County CDBG funds in proportion to other project funding.

The Contractor will apply the funds received from the County under this Agreement in accordance with the Budget Summary and the Statement of Work. Any itemized cost category expenditure that will exceed 10% of its allocated CDBG funding will require an Agreement modification.

Requests for budget revisions will be in writing and will specifically state the reasons for the requested increase and, if applicable, a justification for the corresponding decrease in another category.

The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties. In the event that the County needs to adjust the stated budget amounts specified in the Statements of Work of this Contract, the Contractor grants the County the right to unilaterally modify said budget lines by issuing a contract amendment that, provided the total contract amount remains unchanged, will not require the signature of the Contractor.

PAYMENT PROVISIONS

1. The County will pay the Contractor on a cost reimbursement basis. The Contractor shall submit an invoice on a County-provided form, including a quarterly summary of program progress and accomplishments, and other required documentation. The invoice shall include the following:
 - a. A summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail. However, the Statement of Work contains details of the specific billable items for this Contract and some of the requirements below may not apply.
 - i. For direct costs, detail will include:
 - Salaries and benefits: name or employee ID number, salary/benefits paid, and dates;
 - Other direct costs: vendor names, dates of service and amount.
 - ii. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:
 - Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; orA Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
 - iii. For administrative costs, the Contractor shall comply with federal, state, and local regulations. The basis for administrative changes shall be OMB Circulars A-122 (Cost Principles for Non-Profits) and A-87 (Cost Principles for Local Governments).
No administration costs are covered under this Contract.
 - b. For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work was funded by the County and by other parties.

2. Match Requirements. When approximately 50 percent of the CDBG funds have been expended and with each voucher thereafter, the Contractor shall document total match expenditures in proportion to the amount requested. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary. The required match may be cash or in kind.
3. Time of Payment. The County will make payment to the Contractor as soon as practicable but not more than 15 days after an invoice is received and approved by the Department of Community Services unless other acceptable payment arrangements are agreed to by the County and Contractor.
4. Payment Provisions for Construction Projects where Federal Labor Standards Apply, and Change Orders. For construction projects subject to Federal Labor Standards Provisions (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s). The final billing for retainage shall include copies of all executed change orders and the final project cost.

PROJECT SCHEDULE
City of Camas
Franklin Neighborhood Improvements

The Contractor shall plan and administer the project in accordance with the Project Schedule.

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
Engineering/Design	September 2015
Bid invitation and contractor selection	October 2015
Construction	March 2016
Project close out	April 2016

SPECIAL TERMS AND CONDITIONS COMMUNITY DEVELOPMENT BLOCK GRANT

The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and receives block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations published by the U.S. Department of Housing and Urban Development (HUD) at 24 CFR Part 570. The County and various cities within Clark County have agreed to cooperate in the undertaking of essential community development and housing assistance activities, and the County desires to have services performed by the Contractor as described within this Agreement and the Contractor's proposal for the purpose of implementing eligible activities under the Act and HUD regulations.

ACCESS, MONITORING AND INSPECTIONS

In addition to the monitoring requirements in the County Basic Interagency Agreement, and so that the County can comply with OMB circulars and state and federal grant requirements for monitoring, the County, and duly authorized officials of the State and Federal government, shall have the right of access to and the right to examine or transcribe any records, books, financial statements, papers and documents relating to the project. The records and documents with respect to all matters covered by this Agreement will be subject at all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this Agreement and during the period of retention specified in these Special Terms and Conditions. This may include contracts and agreements the Contractor has with other entities in fulfillment of this Agreement.

ACCESSIBILITY

All work must conform to the International Code Council/American National Standards Institute A117.1-2003 Accessible and Usable Buildings and Facilities (Federal Register October 24, 2008 Page 63610 or 24 CFR Part 100).

ACQUISITION AND RELOCATION

1. Any acquisition of real property for any activity assisted under this Agreement which occurs on or after the date of the Contractor's submission of its CDBG application to the County will comply with Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (42 USC, Sections 4601 - 4655) and the regulations at 24 CFR 42, as provided in 24 CFR 570.606.
2. Any acquisition, demolition, or conversion to another use of real property assisted under this agreement shall comply with Section 104(d) of the Housing and Community Development Act of 1974 which requires the one-for-one replacement of all occupied or vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than low/moderate-income dwelling units.
3. Any displacement of persons, businesses, non-profit organizations or farms occurring on or after the date of the Contractor's submission of its CDBG application as the result of

acquisition of real property assisted under this Agreement will comply with Title II of the Uniform Act and the regulations at 24 CFR 42. The Contractor will comply with the regulations pertaining to costs of relocation and written policies, as specified by 24 CFR 570.606. The Contractor shall notify the County at least 45 days before any acquisition, demolition or conversion of any housing unit when CDBG funds are involved.

ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with 24 CFR Part 200.

ANTI-LOBBYING

By signing this Agreement the Contractor certifies that, to the best of its knowledge and belief:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

COMMENCEMENT OF PROJECT

Upon release of project-related funds by HUD pursuant to 24 CFR Part 58 (NEPA Environmental Review Procedures), no work on the project shall occur without a fully executed contract.

CONFLICT OF INTEREST (24 CFR 570.611)

1. Applicability
 - a. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
 - b. In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation,

preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703(i).

2. Conflicts prohibited. The general rule is that no persons described in paragraph 1 of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted by these funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity assisted by these funds, or with respect to the proceeds of the activity assisted by these funds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
3. Persons covered. The conflict of interest provisions of paragraph b. of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this Agreement.

CONSTRUCTION DOCUMENTS

1. The Contractor will submit to the County all project components that will be paid with CDBG funds, including plans, specifications, bid documents, RFPs, RFQs and estimates, for review and comment at least ten (10) working days prior to requesting bids for construction.
2. All specifications and drawings will be in conformance with current engineering and design standards of the jurisdiction where the project is located, and with the general specifications set forth in the Contractor's application for this project. All plans, specifications, and drawings shall be completed, stamped and signed by a licensed professional architect, landscape architect, or engineer.
3. Any change in the scope of the project shall require a modification of this Agreement.
4. The Contractor shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, county, state and federal law.
5. The Contractor will appropriately bid, award the contract, and contract for construction of the project. The Contractor will assume the rights and responsibilities of owners of the project, except that the County will provide funds for the improvements generally described in this Agreement.
6. In the event not all improvements can be made with the project funds, the County, in consultation with the Contractor, shall determine the priority of the improvements to be made.
7. The Contractor will provide the County with one set of final record documents: the "As-Built" plans, which are stamped, certified, and signed.

CONTRACTOR REGISTRATION

The Contractor shall keep current with DUNS registration, and the Contractor shall register with System for Award Management (SAM) <https://www.sam.gov/portal/public/SAM/>, in accordance with 48 CFR Part 4, Subpart 4.11.

COPYRIGHT

If this Agreement results in any copyright material, County reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for governmental purposes.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY AND VOLUNTARY EXCLUSION

1. This certification is required by the regulations set forth in Title 2 Code of Federal Regulations Part 180. The terms “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,” as used in this clause, have the meanings set out in 2 C.F.R. §180.
2. By signing this Contract, the Contractor certifies that neither it nor its principals, (as defined at 2 C.F.R. §180) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the Clark County Department of Community Services if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. Before entering into a “covered transaction” with another party at the next lower tier, the Contractor agrees by signing this Contract that it will first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:
 - (a) Checking the federal Excluded Parties List System (EPLS) at sam.gov;
 - (b) Collecting a certification from the person or party; or
 - (c) Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in 2 C.F.R. §180.
4. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The certification in this clause is a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

6. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee's personnel file.
7. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

DOCUMENTS INCORPORATED BY REFERENCE

In addition to the other documents and circulars referenced throughout this Contract, each of the documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any amendments, modifications or supplements thereto:

- The Basic Interagency Agreement with Clark County;
- Contractor's proposal for CDBG funds;
- CDBG Program Policies and Procedures, as now established or hereafter amended;
- Current version of HUD income limits; and
- Environmental Review Record (ERR) for the project.

DUPLICATION OF COSTS

The Contractor certifies that work performed under this Agreement does not duplicate any work to be charged against any other Agreement, Contract, Statement of Work, or other source.

EMPLOYMENT VERIFICATION PROGRAM

1. If the amount of this Contract is equal to or greater than \$25,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of the Contract.
2. If the Contractor has sub-contracts in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring that the sub-contractor provide a DHS MOU or proof of pending application (followed by an MOU) within 30 days after the contract start date.
3. Pre-employment searches must be conducted by the Contractor (and its covered subcontractors) prior to making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to the perform work under the Contract.
4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Agreement and cause for termination. The parties recognize that time is of the essence in the performance of this Contract. The parties agree that the forgiveness of non-compliance with any provision of this Agreement does not constitute a waiver of the provisions of this Contract.

ENVIRONMENTAL REVIEW

1. **National Environmental Policy Act and Related Laws and Authorities as Implemented.** Clark County has completed an environmental review for the project in accordance with the National Environmental Policy Act (NEPA), as implemented by HUD's Environmental Review Procedures (24 CFR 58). The ERR is made part of this Agreement by reference. The Contractor shall ensure that all activities related to this Agreement (including those that are paid for entirely with local or other funds) including property acquisition, construction, and use of the property/facilities are conducted in accordance with the project scope, as defined in the ERR, and in accordance with the conditions set out in the ERR.
2. In the event of an inadvertent discovery of potentially significant archaeological materials (bones, shell, stone tools, hearths, etc.) and/or human remains during project activities, all work in the immediate vicinity should stop, the area must be secured, and the discovery must be reported to the Department of Archaeology and Historic Preservation (DAHP) (360-586-3056) and all relevant Native American tribes. In the event human remains are identified, local law enforcement, the county medical examiner, State Physical Anthropologist at DAHP (360-586-3534), the Clark County planning office, and the affected Tribes should be contacted immediately. Compliance with all applicable laws pertaining to archaeological resources (RCW 27.53, 27.44 and WAC 25-48) and human remains (RCW 68.50) is required. Contractor shall include this language in its contract with the general contractor.

FAITH-BASED ACTIVITIES

The Contractor shall comply with the requirements of 24 CFR 470.200(j) and shall ensure that funds provided under this Agreement shall not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

FISCAL AUDIT

1. The Contractor shall comply with Generally Accepted Accounting Principles (GAAP) and/or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the contract.
2. The above requirement may be demonstrated either by submission of an annual independent auditor's report, review report, or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year.

3. If an annual audit or review by an accountant is not performed, financial statements shall be submitted within ninety (90) days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
 - 3.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
 - 3.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
 - 3.3. Public Entities are exempt from the semi-annual financial reporting requirement.
4. If the Contractor is a non-profit organization or public entity, and expends federal funds or has federally-funded loan balances at the end of the Contractor's fiscal year, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508. The Contractor shall submit the SEFA to Clark County within ninety (90) days of the end of the Contractor's fiscal year.
5. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, a single audit is required. The Contractor shall provide the County with a Corrective Action Plan for any audit findings as well as a copy of any Management Letter, SAS 114, or Governance Letter within thirty (30) days of issuance by the auditor. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.
 - 5.1. Non-Profit Contractors and Public Entities – The audit report must meet the requirements of 2 C.F.R §200 with assurances of financial record-keeping that identifies all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. 2 C.F.R §200 requires the Contractor to provide the auditor with a Schedule of Expenditures of Federal Awards (SEFA) for the fiscal year(s) being audited. Audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
 - 5.2. For-Profit Contractors – An independent audit, an independent limited scope audit, or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

INSURANCE

1. At the execution of this contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) Insurer or Business Owners Policy (BOP), or if

materials for construction are present, a Builders All Risk Policy, all or either with broker of record, insurance limits(s), renewal dates, deductible less than or equal to \$25,000 unless authorized otherwise by Risk Management), and \$1,000,000 of annually renewing occurrence based coverage. A “Claims Made Policy” is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limit(s), to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsement(s) excluding nor limiting contractual liability or cross liability.

2. At the execution of this contract, and assuming vehicles are used in the Contractor’s business, an ACORD Form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by the Contractor. If vehicles are not used, on letterhead, a letter to Clark County must state the same. This coverage may be added to the above CGL, BOP, or Builders All Risk ACORD Form(s).
3. At the execution of this contract, Contractor shall provide proof of statutory workman’s compensation insurance for all its employees that is acceptable and in compliance with Labor and Industries Workers’ Compensation Division in the State of Washington. The Contractor will defend Clark County against any third party subrogation claims from Labor and Industries as if the injured Contractor employee belonged to Clark County, Washington.
4. The Contractor shall require any architect, engineer, land surveyor, or other licensed professional to obtain and maintain a professional Errors and Omissions insurance policy to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a \$3,000,000 aggregate, with a maximum deductible of \$25,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three years after the end of the contract or completion of the project.
5. It is the Contractor’s responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the Contract and to notify the County of any change in its insurance.
6. Additional Insured: The Contractor agrees to endorse Clark County as an “Additional Insured” on the Commercial General Liability Policy (CGL), BOP, or Builders All Risk policies with the following, or similar endorsement providing equal or broader additional insured coverage, the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement; or the CG2010 10 01 Additional Insured – Owners, Contractor, or Subcontractor or the CG2010 07 04 Contractor or Subcontractor endorsement, including the “additional insured” endorsement of CG2037 10 01 Additional Insured – Owners, Contractor, or Subcontractor – Completed Operations, shall be required to provide back coverage for the Contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read “Clark County Washington”.

7. All insurers used must have an AM Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to Clark County. Clark County shall be the named insured. The address for all certificates will be written as follows: Clark County Washington, PO Box 5000, Vancouver, WA 98666-5000.
8. Should the Contractor provide an umbrella or excess coverage for any of the associated coverage(s), they shall be written in a "Follow Form" manner and Clark County Washington shall be listed and endorsed as an additional insured.
9. Clark County Washington reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage's and/or endorsements, or to reject any insurance policies which fail to meet any one or more of the criteria stated herein. This ability to selectively reject may also include the capacity and or financial position or reputation of the insurer. Should Clark County not receive the ACORD form renewal during the active project, payment to the Contractor may be held up or suspended until coverage with an additional insured endorsement is reestablished.

INTERPRETATION OF CONTRACT

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state statutes and regulations, including current version of HUD income limits
- Statement of Work
- Special Terms and Conditions contained in this Agreement
- Exhibits or attachments indicated in this Agreement
- CDBG Program Policies and Procedures, as now established or hereafter amended
- The Basic Interagency Agreement with Clark County
- Contractor's proposal for CDBG funds
- Any other material incorporated herein by reference

LABOR STANDARDS

The Contractor will require that project construction contractors and subcontractors pay their laborers and mechanics minimum wage rates in accordance with the Davis-Bacon Act (40 USC Sections 3141-3144, 3146, and 3147) and HUD requirements as pertinent to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, of the requirements of 29 CFR 5.5.

Washington state law, RCW 39.12, also contains standards for determining when a project is a public work for the purposes of state law and the payment of prevailing wages. The Contractor shall be responsible for the payment of prevailing wages if applicable. The Contractor, by its signature on this agreement, agrees to defend and hold harmless the County from any claims based on alleged failure to pay prevailing wages.

LEAD-BASED PAINT

Housing assisted with CDBG funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations at 24 CFR 35.

NONDISCRIMINATION

1. **General.** The Contractor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, national origin, religion, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Age Discrimination Act of 1975; Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity; and Section 3 of the Housing and Urban Development Act of 1968, and 24 CFR 570.601.
2. **Program Benefit.** The Contractor will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, sexual orientation, gender identity, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended; Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity).

3. Fair Housing. The Contractor will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government (Civil Rights Act of 1968, Title VIII) (Fair Housing Act) (42 USC Sections 3601 – 3639). The Contractor’s website shall contain a link to the County’s Fair Housing information:
<http://www.clark.wa.gov/commserv/fairhousing/index.html>.
4. Employment. In all solicitations under this Agreement, the Contractor will state that all qualified applicants will be considered for employment. The words “equal opportunity employer” in advertisements will constitute compliance with this section.

The Contractor will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, marital status, and familial status, except when there is a bona fide occupational limitation. The Contractor will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Agreement unless it can be shown that the particular disability prevents the performance of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246, as amended.)

5. Contractors and Suppliers. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Agreement unless it can be shown that the particular disability prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, pay rate, and advertisement for employment. (Executive Order 11246 as amended)
6. Limited English Proficiency. The agency shall take necessary and appropriate actions to assist clients with limited English proficient persons, Executive Order 13166 and the HUD Notice “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons” (Federal Register, January 22, 2007 pages 2731- 2754).

The Contractor shall provide each applicant, participant, and beneficiary of activities funded by the agreement with information to apprise such persons of the protections against discrimination covered by the above Acts, Executive Orders, and regulations. The HUD 928.1 Notice found online at:

<http://www.hud.gov/utilities/intercept.cfm?http://www.hud.gov/offices/fheo/promotingfh/928-1.pdf> and the Clark County ADA and Section 504 of the Rehabilitation Act of 1973 Notice provide such information.

NONPARTICIPATION IN POLITICAL ACTIVITIES

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, Chapter 15 of Title V, United States Code.

NON-SUBSTITUTION FOR LOCAL FUNDING

The Contractor shall not use funds provided under this Agreement to supplant local, state or other federal funds. The Contractor shall not use these funds to replace funding that would otherwise be made available to the Contractor had this funding not been provided.

OPERATION/MAINTENANCE

1. The Contractor agrees to maintain and operate the project/facility for eligible activities pursuant to HUD regulations. In the event the Contractor fails to so maintain and operate the project, the County may, at its option, take possession of the project and operate and maintain it for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the subcontracting provisions of the Basic Interagency Agreement.
2. The Contractor shall operate such facilities so as to be open for the use of the general public during all normal hours of operation, and will not charge a fee that would restrict low income persons from using the facility.

PROCUREMENT STANDARDS

The project was funded by the Urban County Policy Board based on the information supplied in the Contractor's 2015 CDBG application.

In awarding contracts pursuant to this Agreement, the Contractor will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the Contractor will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502, 2 CFR 200, and RCW 35, Cities and Towns, as applicable.

A cost or price analysis shall be made and documented in connection with every procurement action, and shall be submitted to the County for review. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices, and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

The Contractor will comply with the Procurement Standards at A-102 Common Rule, Section .36(b):

- The Contractor and its subcontractors will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor

integrity, compliance with public policy, record of past performance, and financial and technical resources.

- The Contractor and its subcontractors will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

PROGRAM INCOME

The Contractor shall follow the requirements of 24 CFR 570.500 and 504 regarding program income. The receipt and expenditure of program income shall be recorded as a part of the financial transactions of the project(s) funded under this Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the project(s) funded by this Agreement. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement. Program income remaining when the Agreement expires, or received after the Agreement's expiration, shall be repaid to the County.

Despite the termination or expiration of this Contract, the Contractor shall retain records of program income as long as program income is generated by a CDBG financed activity, subject to state and federal record retention schedules.

PROJECT ADMINISTRATION AND COORDINATION

The project will be coordinated by Contractor staff and in compliance with 24 CFR 570.502 (Applicability of uniform administrative requirements). The Contractor will perform all necessary and customary functions in the management and supervision of Contractor personnel for all work performed under the Agreement. The Contractor will be responsible for compensation of Contractor staff with Contractor funds for all work performed under this Agreement.

PROPERTY MANAGEMENT

The Contractor, as a subgrantee, agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (Use of real property), and 2 CFR Part 200.

PUBLIC INFORMATION

1. In all news releases and other public notices related to projects funded under this Agreement, the Contractor should include information identifying the source of funds as the Clark County Community Development Block Grant Program.
2. During construction projects, the Contractor shall erect a durable and adequately visible sign at the construction site, identifying the source of funds. Sign specifications may be found in the *Clark County CDBG Procedures Manual*.

3. The Contractor shall place a plaque permanently in the highest foot traffic area readily visible to the public. The minimum size should be 12” by 12”. The plaque should identify the funding sources, the project name, and the year constructed.

RECORDS

In the event the Contractor sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. The Contractor will maintain all records identified in the Required Records section of this Contract, in accordance with 24 CFR 570.506 (Records to be maintained).

REPORTING

1. The Contractor will submit quarterly progress reports. The reports will be due to the County on the 15th day after the end of the quarter, starting with the quarter in which the Contract was signed. The dates are:
 - 1st Quarter – January, February, March - due on April 15th
 - 2nd Quarter – April, May, June - due on July 15th
 - 3rd Quarter – July, August, September - due on October 15th
 - 4th Quarter – October, November, December - due on January 15th
2. The Contractor will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement.
3. In addition to the records referred to in the Records Section of this Contract, the Contractor will maintain records of the hours worked and rates of compensation for all personnel performing work under this Contract. These records will be kept for a period of seven years from the date of the submission of the final performance report under this Contract.
4. The Contractor will provide documentation to the County at project completion showing that the sources and value of its contribution to the project are equal to those specified in the Budget Summary in the Statement of Work.
5. The Contractor will perform all necessary and appropriate community information activities as directed by the County.
6. The Contractor will provide a completed Contract and Subcontract Activity form (form HUD-2516) before final reimbursement.

REQUIRED RECORDS

1. **Financial Management** - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

2. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
3. Relocation - Indication of the overall status of the relocation workload and separate relocation record for each person, business, organization, and farm operation displaced or in the relocation workload.
4. Equal Opportunity – The Contractor shall maintain and provide records containing the following information for each applicant and each assisted person:
 - Name of the household or person assisted;
 - Income category (i.e. very low-income (0-30% of MFI), low-income (31 to 50% of MFI), or low/mod-income (50 to 80% of MFI));
 - Racial/ethnic data (White, Black/African American, Asian, American Indian/ Alaskan Native, Native Hawaiian/Other Pacific Islander, American Indian/Alaskan Native & White, Asian & White, Black/African American & White, American Indian/Alaskan Native & Black/African American, Other/multi-racial);
 - The above racial/ethnic categories shall also document Hispanic or non-Hispanic;
 - Gender data;
 - Female head of household; and
 - Disability

This is to show the extent people have participated in, or benefited from, the activities carried out under this Agreement.

The Contractor will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize businesses that are located in or owned in substantial part by persons residing in the area of the project.

The Contractor shall provide the County a copy of its latest Equal Employment Opportunity Commission, State and Local Government Information (EEO-4), EEOC Form 164.

5. Compensation Paid - Records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
6. Property Acquisition – If the project involves property acquisition, the Contractor’s files must contain the following records:
 - a. Official Determination to Acquire - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable HUD grant number.
 - b. Notice of Intent to Acquire the Property - A copy of the notice, citation of the date of transmittal to owner, and evidence of receipt by the owner.
 - c. Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.

- d. Appraisal Reports - A copy of each appraisal report, on which determination of just compensation was based.
- e. Review Appraisal - Arrange for a review appraisal to assure appraisal meets applicable standards.
- f. Determination of Just Compensation - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
- g. Purchase Offer - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner.
- h. Purchase Agreement, Deed, Declaration of Taking, Tenant Waivers - A copy of each such document and any similar or related document utilized in conveyance.
- i. Settlement Cost Reporting Statement - A copy of the statement.
- j. Purchase Price Receipt - Evidence of owner receipt of purchase price payment.
- k. Ninety Days Notice to Surrender Possession of Premises - A copy of the notice. As an alternative, a copy of this notice may be included in the relocation or property management files.
- l. As provided in 24 CFR 570.606, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and HUD's implementing regulations in 24 CFR 42 apply to all real property acquisition by a grantee for an assisted program activity, regardless of the source of funding for the acquisition itself.

7. Miscellaneous - Such other records as may be required by the County and/or HUD.

RETENTION OF RECORDS

Required records will be retained for at least a period of seven years from the date of the submission of the final performance report in which the activity is covered, except as follows:

1. Records that are the subject of audit findings will be retained for the minimum period or until such audit findings have been resolved, whichever is later.
2. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
3. Any record with a longer retention schedule for purposes of public records disclosure under RCW 42.56.

REVERSION OF ASSETS

Upon expiration of this Agreement, the Contractor shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the Contractor's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

1. Used to meet one of the national objectives in 24 CFR 570.208, until five years after expiration of the Agreement, or for a longer period of time as determined appropriate by the grant recipient; or

2. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

SECTION 3 – ECONOMIC OPPORTUNITIES

1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701 (hereafter “Section 3”), and the implementing regulations at 24 CFR 135 (Economic Opportunities For Low- And Very Low-Income Persons). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. As evidenced by its execution of this Contract, the Contractor certifies that it is under no contractual obligation or other impediment that would prevent it from complying with the Part 135 regulations.
3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice should contain: (1) the number of jobs and the job titles subject to hire, (2) availability of apprenticeship and training positions and qualifications for each; (3) the name and location of the person(s) taking applications for each of the positions; and (4) the anticipated date the work shall begin.
4. The Contractor agrees to require this Section 3 clause in every subcontract subject to compliance with 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that a subcontractor is in violation of 24 CFR 135. The Contractor shall not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in to be in violation of 24 CFR 135.
5. By its signature to this Contract, the Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR 135.
6. Noncompliance with 24 CFR 135 may result in sanctions, termination of this Contract, and debarment or suspension from future HUD-assisted contracts.

TERMINATION

1. Termination of this Contract shall follow the provisions of the Basic Interagency Agreement

unless the termination occurs for convenience in which case the procedure below shall be followed.

2. If the County receives fewer funds than anticipated from the funding sources for this Contract, the County will allocate the reduction among the contractors.
3. Disposition of Grant Funds upon Termination. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.
4. Termination for Convenience. Except as otherwise provided in this Contract, the County may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.
5. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both Appropriated and otherwise legally available for this Contract. The absence of Appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not Appropriated or available.

The County shall provide the Contractor with written notice of the failure of the County to make or receive an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or of the reduction of any Appropriation to an amount insufficient to permit the County to pay its remaining obligations under the Contract.

11 August 2015

Mr. Jerry Acheson, Parks & Recreation Manager
City of Camas
1718 SE Seventh Avenue
Camas, WA 98607

Subject: Proposal to Provide Professional Services for Fallen Leaf Lake Park

Dear Jerry:

Thank you for the opportunity to submit the following proposal to provide professional landscape architecture, engineering, public involvement, planning, and environmental services related to the preparation of a park master plan for Fallen Leaf Lake Park.

PROJECT TEAM

The BergerABAM project team consists of local design, engineering, and permitting staff with experience developing park projects. These team member firms and their roles are as follows.

- **BergerABAM** | Master planning, trail design, natural resource assessment, public involvement, landscape architecture, pre-application conference, and civil engineering
- **HDJ Design Group** | Topographic Survey

PROJECT UNDERSTANDING

The City of Camas (City) is seeking consultant services for the preparation of the Fallen Leaf Lake Park master plan. Fallen Leaf Lake is part of an interconnected three-lake system known as the Lacamas Corridor that also includes Lacamas Lake and Round Lake. The project site is located on both City and Columbia Land Trust properties, and the City will coordinate with the Legacy Lands Program and U.S. Forest Service (USFS) for project review and approval of the conceptual master plan. The park includes shoreline, forest, wetlands, and currently consists of a large picnic shelter with gravel parking area, day-use parking, caretaker RV pad, picnic tables, and rustic trails.

The project includes development of the conceptual master plan, public involvement, site survey, environmental assessment, and preliminary civil engineering. A primary component of the master plan includes public access improvements for pedestrian and vehicular circulation into, and throughout, the park. Design concepts will also include upgrades to the existing park facilities incorporating new opportunities for recreation and waterfront access for all users.

Improved vehicle access would involve relocating the main park entry to the south at the Fallen Leaf Softball Field entrance from NE 23rd Avenue. Entrance improvements would include widening the driveway to incorporate a locking gate and traffic teeth for management of park opening hours. The existing driveway from NE Everett Street/State Route 500 is proposed to remain only as emergency access. The existing parking lot at the softball fields is proposed for expansion along with a new access driveway that would connect to the existing picnic structure

and parking areas within the park. This south trail head would connect to existing rustic trails on the west side of lake connecting with proposed trail head to the north of the lake.

A future east-side trail will be identified on the conceptual master adjacent to the entrance driveway and will provide a connection around the east side of the lake. The future east-side trail would be Americans with Disabilities Act (ADA) compliant and sections of the trail would include overwater crossings, such as a pre-engineered boardwalk and handrails where necessary. The master plan will include a lake loop trail system, which is intended to separate day-use activities from private rentals at the picnic facilities to limit user conflicts. The east-side trail will be conceptually identified on the plan but will be identified as a future trail.

Proposed site improvements on the north side of the park will include a trail head with an entrance from NE Lake Road, including parking, a hand-carried-boat launch, an overwater lookout/fishing pier, and connects to the west-side trail system with provisions for a future connection to the east-side trail system. Additionally, the existing rustic trails along the western side of the lake would be rehabilitated, including improving surfacing and clearance consistent with the Trail and Bikeway Standards in the Camas Comprehensive Plan. Existing global positioning system (GPS) data on the west side of the lake will be used to incorporate the existing trail system into the overall conceptual master plan. The plan would also address improvements between park trail connections and adjacent neighborhoods, greenways, and parks, including connecting the west-side trails to the north and south trail heads.

PROJECT APPROACH

BergerABAM will provide landscape architecture, engineering, public involvement, planning, and environmental services related to the conceptual master plan development for Fallen Leaf Lake Park. Our goal will be to conduct early site assessment and identify opportunities and constraints that can be addressed in the conceptual master plan and during coordination with City staff at a pre-application conference. The outcome of this initial work is to ensure that the as the project moves forward, designs are feasible, and the facilities can be permitted and developed as identified in the plan.

Based on fieldwork and site assessments, the BergerABAM team will prepare two alternative conceptual master plans using the results of a site-specific natural resource assessment, topographic survey, and an opportunities and constraints analysis. Following review with the City and public feedback, BergerABAM will incorporate review comments and develop a draft conceptual master plan, which will confirm the proposed site improvements, alignment, and trail structures. The draft concept master plan will be used for a pre-application conference submittal to the City to understand additional code and development requirements. Based on feedback, BergerABAM will develop the final conceptual master plan with project summary report and up to three renderings and presentation graphics. The plan, report, and graphics are intended to be used for public outreach, coordination, project promotion, and grant applications.

OVERALL PROJECT ASSUMPTIONS

The following general assumptions were used in the preparation of this scope of work. Task specific assumptions are included below.

- Design intent to minimize construction below the U.S. Army Corps of Engineers (USACE) ordinary high water mark (OHWM) of Fallen Leaf Lake, associated wetlands, and/or lake-outlet. Limited to a viewing platform structures or elevated boardwalks and will not include the placement of fill material.
- Concept planning is limited to the City and Columbia Land Trust properties and acquisition will not be required.
- The City will provide access authorization to the site and secure authorization from the Columbia Land Trust to access their property.
- The City will coordinate with the Legacy Lands Program and USFS for project review and approval of the conceptual master plan.
- Lighting will be not be provided along the trail corridor and utility improvements for the project are excluded.
- Traffic engineering analysis is excluded.
- City pre-application review fees are excluded.
- An archaeological and cultural resource survey is excluded.
- GPS data for the west-side trails and/or historical data will be provided by the City.
- Only one round of City review of draft reports will be required.
- Land-use and environmental permitting is excluded.

SCOPE OF WORK

Task 1.0: Topographic Survey

HDJ Design Group (HDJ) will conduct a topographic survey as described in the HDJ scope of work, dated 23 June 2015. In summary, HDJ will provide a detailed survey between the existing ball field entrance from NE 23rd Avenue along the driveway to the existing parking lot for the purpose of modifying the southern entry to the park and expanding the parking lot approximately 40 feet north of the edge of existing pavement. HDJ will survey a 40-foot-wide corridor based on the existing trail for new driveway access from the parking lot expansion north to the existing gravel parking area to the picnic shelter and the existing driveway. The proposed future trail alignment on the east side of the lake will not be field located and surveyed. The north end of lake will be surveyed for proposed parking and trail head.

Assumptions

- Horizontal and vertical datum (NAD83/91 and NGDV 29/47).
- Contours will be provided at 1-foot intervals.
- Survey includes all existing aboveground features, including edge of pavement, curbs, sidewalks, buildings, tree inventory with 6-inch-diameter at breast height (DBH) or greater.

Excluded tasks and costs

- Survey of the west- and east-side trail alignments.

Deliverables

- Topographical survey in electronic form (AutoCAD Civil 3D 2015 and PDF formats)
- Existing grade surface Civil 3D file

Task 2.0: Site Visit and Natural Resource Assessment

BergerABAM will conduct a preliminary site reconnaissance using available geographic information system (GIS) data, aerial photography, and available natural resource surveys prepared by other consultants and provided to BergerABAM by the City.

BergerABAM will conduct a review and photographic inventory of the park and trail corridors to confirm the findings of previous studies and to document visible site features and ground conditions, including shoreline elements, significant vegetation, topographic elements, view corridors, etc. This natural resource site visit and memorandum work is to provide information to assist with the pre-application process, to complete a fatal flaw analysis of the City's shoreline code, and inform the design

The design team will use the existing 2008 environmental data, provided by the City, during the master plan design process. Even though delineated critical areas and shorelines may have changed, they should be relatively close and should be sufficient for the master planning effort. However, since the existing documentation is more than five years old, a new wetland and OHWM delineation report will be required by the agencies as part of the permitting process. Minor modifications to the master plan might be necessary after new delineation reports are completed.

In addition, BergerABAM also will review the tree inventory provided by HDJ to verify all trees equal to or greater than 6-inch DBH have been documented. Once the fieldwork is completed, BergerABAM will prepare a natural resource summary documenting the findings of the existing documentation research and field investigations.

Assumptions

- Arborist reports are not required.
- Flagging wetland/upland and OHWM boundaries are excluded.
- A wetland delineation and assessment report is excluded.
- City's critical areas and shoreline permit applications are excluded.
- Only one red-line review for natural resource summary will be required.

Deliverables

- Draft (electronic copy) and final (electronic and two hard copies) natural resource summary

Task 3.0: Conceptual Master Plan

BergerABAM will prepare up to two alternative conceptual master plan designs based on the results of the site-specific natural resource assessment, topographic survey, and opportunities and constraints analysis. The conceptual design documentation will confirm the site improvements, driveway alignment, parking, and trail structures. BergerABAM will submit the conceptual master plan alternatives to the City for review and comment. BergerABAM will participate in one 2-hour

meeting with the City to review the alternatives and discuss park design, site access and design issues. We will prepare renderings and presentation graphics for the alternative conceptual plans for public presentation, online outreach, and printed media.

Based on public input and City direction, BergerABAM will prepare the draft conceptual master plan which will be used for a pre-application conference submittal to understand additional code and development requirements. BergerABAM will participate in one 2-hour meeting with the City to review the draft concept plan prior to the pre-application conference and make revisions as necessary. Based on feedback from the pre-application conference, BergerABAM will finalize the concept master plan and document the findings in a narrative summary report. During concept master plan development, preliminary engineering work will confirm the feasibility of the previously described new park elements. BergerABAM will participate in one 2-hour meeting with the Parks and Recreation Commission to discuss park design. A concept-level stormwater management memorandum will be developed describing how the proposed facilities can address stormwater regulations, including layout of proposed stormwater treatment elements.

BergerABAM will coordinate with the City's consultant to confirm the graphic requirements for the Washington State Recreation and Conservation Office (RCO) grant application. Using aerial photography and GIS data, BergerABAM will update up to three graphics, such as a vicinity map, service area map, or Lacamas Corridor Map, developed for the 2008 grant application for use with the 2016 grant applications. We will submit the draft graphics to the City for review, make revisions, and provide final graphics for incorporation into the grant application document.

In addition to the grant graphics, BergerABAM will prepare up to three illustrative plan view graphics and perspective sketches that will be used for public outreach, coordination, project promotion, and grant applications. BergerABAM will provide site plan design and cost estimates of the following proposed park elements:

- Adjustment to the ball field parking entrance to evaluate fencing, gate, and driveway alignment for expanded facility use.
- An expanded parking area at the north end of the existing ball field parking immediately adjacent to Fallen Leaf Park.
- A new driveway from the existing ball field parking to the existing day-use parking area and shelter parking lot.
- Future east-side trail providing an ADA loop connection around the east side of the lake from south to north trail heads.
- Identify improvement needs for existing rustic trails along the western side.
- Adjusted layouts for existing day-use parking lot areas and shelter parking to include water quality filter locations.
- A new trail head, parking, and lake access at the north end of Fallen Leaf Lake, including a hand-carried-boat launch and an overwater lookout/fishing pier.

Assumptions

- Design will be limited to work within the park property with the exception of driveway connections to Lake Road and NE 23rd Avenue.

- Only minor modifications to the ball field entrance will be required, including placement of an entry gate and exit traffic teeth, with isolated modifications to the existing sidewalk on NE 23rd Avenue and minor widening to the entry driveway.
- Ball field parking lot expansion will include one row of parking for the entire length of existing parking lot.
- Picnic shelter parking area will be upgraded with asphalt pavement within the existing gravel limits.
- The existing gravel day-use parking and driveway will be maintained for emergency vehicles only.
- Two alternative layouts for the north trail head will be developed, including one alternative with parking lot and driveway access to Lake Road, and the second with a pedestrian crossing linking the existing Lacamas Lake Park with Fallen Leaf Lake Park areas.
- The graphics requirements for the RCO will be the responsibility of the City and their consultant.
- Updates to the 2008 RCO grant application graphics for use with the 2016 grant applications are anticipated to be minor.
- Revisions to the stormwater concept management memorandum will be limited to one review by the City.

Excluded tasks and costs

- Right-of-way improvements within NE 23rd Avenue, including pavement and sidewalk extension; and improvements to Everett at the existing driveway entrance.
- Modifications to the existing ball field driveway between the modified entry and the parking lot.
- Improvements to Lake Road and Lacamas Lake Park.

Deliverables

- Two alternative concept-level master plans
- Attendance of two BergerABAM staff at one 2-hour meeting with the City to review alternative concept plans
- Attendance of two BergerABAM staff at one 2-hour meeting with the City to review the draft concept plan
- Attendance by two BergerABAM staff at one 2-hour meeting with the Parks and Recreation Commission to review the draft concept plan
- Draft and final stormwater concept management memorandum
- Draft and final concept master plan in electronic (AutoCAD and PDF) formats
- Up to three renderings/presentation graphics
- Up to three draft and final RCO graphics in electronic (PDF) format (one review)
- Design-level cost estimate
- Draft and final park master plan narrative report in electronic (PDF) and hardcopy (three bound copies) format.

Task 4.0: Public Engagement

A public open house will serve as the public venue for all interested community members to learn about the project and share ideas and concerns. BergerABAM will plan and implement one public

open house for the project during alternative development to present ideas being considered for park improvements. For this meeting, BergerABAM will prepare a meeting plan, identify and schedule a venue, and provide one public involvement staff to manage set up, refreshments, guest sign in, facilitation/moderation, and tear down. BergerABAM will prepare a post-meeting summary to be reviewed by design team for considerations for the final conceptual plan. BergerABAM will attend one 1-hour meeting with City staff during the project to coordinate public outreach work products. Two BergerABAM design team members will also attend the open house to provide technical expertise related to the project.

To keep the community informed about the project, BergerABAM will draft copy for, design, and coordinate production and distribution of the following informational materials.

- **Online information:** BergerABAM will work with City staff to adapt project information and graphics for use on the City's existing website. Twice during the project, BergerABAM will provide key project messaging to the City in a digital format that can be uploaded and posted to the City's social media outlets.
- **Project mailer:** One 8-1/2- by 11-inch, single-page (double-sided) mailer describing the proposed project and announcing the open house. BergerABAM will work with the City to select topics for inclusion in the mailer, such as project objectives, schedule, project plan graphics, and benefits of the project. BergerABAM will obtain up to two estimates for printing, postage, and mailing. These estimates will be provided to the City for vendor selection and payment.
- **Factsheet:** One 8-1/2- by 11-inch, single-page (double-sided) factsheet for distribution at the open house. BergerABAM will work with the client to determine topics that may include project objectives, schedule, graphic details of project plan, and benefits of the project.
- **Presentation boards:** BergerABAM will prepare up to three 24- by 36-inch presentation boards to be used at the open house.

Assumptions

- The City will promote and invite the public to attend the open house.
- The City will respond to all media inquiries and serve as the public information officer.
- Only one red-line review cycle for the meeting plans and meeting summaries will be required.
- The City will assume the costs of venue rental, if applicable.
- The City will manage and update the project website and social media accounts.
- BergerABAM will coordinate printing postage and mailing. The City will assume the costs of printing, postage, and mailing.
- The City will provide available background information, photos, and graphics for BergerABAM's use in preparing informational materials.

Excluded tasks and costs

- Translation services or other targeted outreach methods to non-English-speaking participants.
- Video and/or audio recordings of the open house.

Deliverables

- Meeting plan, organization, staffing (one public involvement staff and two design team members), facilitation, and a meeting summary for one open house
- Graphics used for one informational flyer and/or open house presentation boards to the City in a digital format that can be posted to the City's project website
- Attendance at one 1-hour meeting with project team and City staff to coordinate public outreach work products
- Key project messaging, up to two times, in a digital format
- Draft and final copy, layout, and coordination of printing and mailing for one double-sided mailer
- Draft and final copy, layout, and coordination of printing for double-sided fact sheet
- Draft and final design and production for up to three 24- by 36-inch presentation boards

Task 5.0: City Pre-Application Conference

Before a project proponent can submit an application for permits, the City requires a formal pre-application conference at which the proponent meets with representatives of the relevant departments to identify issues and requirements associated with the proposed development. The pre-application conference requires submittal of conceptual project details for review by the City departments before the meeting. At the pre-application conference, City staff provides a report describing the code and submittal requirements for review and approval of the City permits. For the pre-application conference, BergerABAM will:

- Complete the application form and project narrative. The project narrative will describe the project in detail, including planning and code provisions and development code requirements.
- Compile and submit the pre-application materials to the City and provide the pre-application conference date and location to the City and project engineers.
- Attend one 1-hour pre-application conference (two BergerABAM staff members).
- Facilitate the pre-application conference.
- Meet with the City to review the summary report of the pre-application conference and to review items in the summary report that will be used to finalize the conceptual master plan

Assumptions

- Revisions to the draft pre-application conference narrative will be limited to one review by the City and one revision.

Excluded tasks and costs

- Other preliminary studies, including archeology and geotechnical reports.

Deliverables

- Draft and final pre-application conference application form
- Draft and final pre-application conference narrative
- Compilation and submittal of pre-application conference application
- Preparation for and attendance by two BergerABAM staff members at one 1-hour pre-application conference
- Attendance by two BergerABAM staff member at one 2-hour post-conference meeting with the City and design team to review pre-application conference requirements

FEE

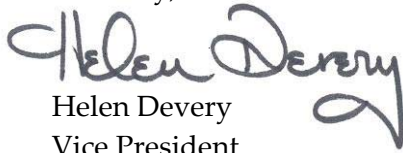
Professional fees, including an estimated \$700.00 in expenses, will be billed as incurred and will not exceed \$59,500 without written authorization as follows:


Task 1.0: Site Survey	\$ 12,500
Task 2.0: Site Assessment and Natural Resource Memo	4,800
Task 3.0: Conceptual Master Plan	28,000
Task 4.0: Public Engagement	8,000
Task 5.0: Pre-Application Conference	5,500
Expenses	<u>\$ 700</u>
Cost Estimate	<u>\$59,500</u>

CLOSING

If you agree with the above, please show your acceptance by signing in the space provided below. Please return a fully executed copy of the entire proposal to me by fax or PDF and retain the original for your files. We will consider the signed date as our notice to proceed. This proposal is valid for 30 days. We thank you for the opportunity to provide this proposal, and we look forward to working with you. If you have questions, please call me at 360/823-6100.

Sincerely,


Helen Devery
Vice President


Juanita B. Rogers, RLA
Senior Landscape Architect

HD:JBR:llt
Attachments
 Subconsultants' Scopes of Work
 Standard Terms and Conditions

ACCEPTED BY

City of Camas

Signature

Title

Name (Printed)

Date

STANDARD TERMS AND CONDITIONS

BILLINGS

Lump-sum jobs are billed according to agreed-upon milestones, on a percent-of-completion basis. Time and expense jobs are invoiced in accordance with the labor and other costs incurred in performing the work. Personnel are billed at a rate that includes labor overhead and an allowance for profit. Project-related expenses are billed at cost or use rate plus 10 percent (10%).

PAYMENT SCHEDULE

Invoices are submitted monthly for services performed during the prior month and are due upon receipt. If Client fails to make any payment due BergerABAM for services and expenses within thirty (30) days after receipt of BergerABAM's statement therefore, the amounts due shall bear interest, at the prevailing legal rate from said thirtieth day. In addition, BergerABAM may, after giving seven (7) days written notice to Client, suspend services under this Agreement until BergerABAM has been paid in full all amounts due for services, expenses, and charges. Attorneys' fees and other costs incurred in collecting a delinquent amount will also be charged. Late or nonpayment of fees is cause for immediate termination by BergerABAM.

CHANGED CONDITIONS

Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule shall be made. BergerABAM will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by BergerABAM.

In the event that government jurisdictions, at any level, legislate new taxes or administratively interpret existing regulations such that additional taxes apply to this work, this shall be cause for an equitable adjustment of the contract fee in recognition of the increased taxation.

TERMINATION

Either Client or BergerABAM may terminate this contract at any time, upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event of termination of this Agreement, BergerABAM shall be paid for all services rendered up to the date of termination, and shall be paid for all unpaid Additional Services and unpaid Reimbursable Expenses incurred up to the date of termination, and shall be paid for all termination expenses. Upon termination, BergerABAM will close the job in an orderly fashion and Client shall pay BergerABAM for its reasonable closing costs.

PROJECT RELATIONS

BergerABAM shall not direct or supervise Contractor or other third parties and will not act as Client's agent. Contractor and/or Client is solely responsible for the means and methods of construction, including job-site safety. BergerABAM is responsible solely for the negligent acts

and omissions of its own employees, agents, and subconsultants. BergerABAM is not responsible for the negligent acts or omissions of others, against which Client will defend and indemnify BergerABAM.

BergerABAM PERSONNEL AT CONSTRUCTION SITE

The presence of BergerABAM personnel at a construction site, whether as on-site representatives or otherwise, shall not make BergerABAM in any way responsible for those duties that belong to the Client and/or the Construction Contractors or other entities, and does not relieve the Construction Contractors or any other entities of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating all portions of the construction work in accordance with the contract documents, and any health or safety precautions required by the work.

BergerABAM's site responsibilities are limited solely to the activities of BergerABAM and BergerABAM employees on site. These responsibilities shall not be inferred by any party to mean that BergerABAM has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone. The contractor's methods of work performance, techniques, superintendence of the contractor's employees, sequencing of construction, and procedures necessary for coordinating all portions of the construction work in accordance with the contract documents are also the sole and exclusive responsibilities of the contractor alone.

Client warrants that: 1) the Construction Contractor's responsibilities will be made clear in Client's agreement with the Contractor; 2) Client's agreement with the Contractor shall require the Contractor to indemnify, defend, and hold Client and BergerABAM harmless from any claim or liability for injury or loss arising from Client's or BergerABAM's alleged failure to exercise site safety responsibility; and 3) Client's agreement with the Contractor shall require the Contractor to make Client and BergerABAM additional insureds under the contractor's general liability insurance policy, which insurance protection shall be primary protection for Client and BergerABAM.

Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against BergerABAM and indemnify, defend, and hold BergerABAM harmless from any claim or liability for injury or loss arising from BergerABAM's alleged failure to exercise site safety responsibility. Client also shall compensate BergerABAM for any time spent or expenses incurred by BergerABAM in defense of any such claim. Such compensation shall be based upon BergerABAM's prevailing fee schedule and expense reimbursement policy. (The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.")

SUPPORTING SUBCONSULTANTS

BergerABAM works on a continuing basis with a group of selected specialized subconsultants as required to balance peak staffing requirements and provide specialized expertise for scheduled workload. BergerABAM reserves the right to make assignments to these firms, including, but not limited to, routine word processing, drafting, civil and structural engineering, and environmental work. Work by these firms is performed under the oversight of the BergerABAM project manager and is subject to BergerABAM quality review. Services performed by subconsultants will be billed to client by BergerABAM at actual costs plus 10 percent (10%). If requested, BergerABAM will make information on collaborating subconsultants available for client review.

LOANED EMPLOYEES FROM AFFILIATE COMPANIES

BergerABAM is a member of The Louis Berger Group, Inc., one of the largest consulting engineering organizations in the world. BergerABAM reserves the right to supplement in-house project staff with loaned employees from The Louis Berger Group, Inc. Unless otherwise specifically defined, any added costs associated with the use of these employees will be handled internal to BergerABAM and clients will be charged at BergerABAM standard rates for the grade and/or skill level of employees involved.

USE OF OWNER-SPECIFIED CONSULTANTS OR CONTRACTORS

BergerABAM will comply with Client's directives in utilizing services of owner-specified consultants on the project. The liability of BergerABAM arising from the work of such subconsultants will be limited to proceeds available from the subconsultants' insurance(s) to the extent permitted by law.

HAZARDOUS WASTE

Client warrants that, to their knowledge and belief, there are no hazardous materials or substances (as defined by applicable law and regulation) associated with the work. Discovery of such will constitute, at BergerABAM's option, either a changed condition or cause for termination by BergerABAM. Following discovery, Client shall take all measures needed to protect health and safety. Client shall comply with all applicable laws and regulations and will make all required notifications.

DATA DOCUMENTS AND RECORDS

BergerABAM shall be entitled to rely upon the accuracy and completeness of all data furnished by Client to BergerABAM that is used by BergerABAM in providing services under this agreement.

REUSE OF DOCUMENTS

All documents prepared by or furnished by BergerABAM pursuant to this Agreement are instruments of service in respect of the Project. They are BergerABAM's property. Client may make and retain copies of information for reference in connection with the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others upon modifications of the Project or on any other project. Any reuse without

written verification or adaptation by BergerABAM for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BergerABAM, and Client shall indemnify and hold harmless BergerABAM, its officers, directors, agents, and employees from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from. Any such verification or adaptation of drawings will entitle BergerABAM to further compensation at rates to be agreed upon by Client and BergerABAM.

USE OF ELECTRONIC DATA

The use of any electronic data associated with this project is restricted to the original site and project for which it was prepared. Unless otherwise specifically agreed, information contained in transmitted electronic files is proprietary and is to be used only as an aid toward the successful completion of this project.

Electronic copies of drawings shall not be interpreted to be true-scale documents of the proposed work. If these drawing files are being altered by another party as part of an effort to generate as-built drawings or for any other purpose, BergerABAM accepts no liability and/or responsibility for the accuracy of these as-built or other documents. In addition, all drawing information contained in transferred electronic files, including, but not limited to, symbol libraries, blocks, details, etc. may not be reproduced, sold, distributed, or utilized in any form on any other project or by anyone else.

BergerABAM has provided the data contained in any electronic files solely for the Client's convenience and/or benefit. Reuse or reproduction of transmitted electronic data for any other purpose or party for which the material was not strictly intended, is prohibited, as BergerABAM retains all copyright and other legal interest in the material. The recipient of transferred electronic data recognizes and acknowledges that the use of such data will be at their sole risk and without any liability or legal exposure to BergerABAM.

No warranties of any nature, whether express or implied, shall attach to the electronic media or information contained thereon. Furthermore, recipient of transferred electronic data hereby releases and shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless BergerABAM from any and all claims, damages, losses, and expenses (Claims), including attorney's fees arising out, or resulting from the use of such transferred electronic data, including, but not limited to, Claims involving the completeness or accuracy of any data or information contained on the transferred electronic files.

INSURANCE

BergerABAM shall procure and maintain the following insurance: worker's compensation and employer's liability insurance, comprehensive general liability insurance, and professional liability insurance.

Within the limits and coverage of this insurance, BergerABAM will indemnify Client against loss or liability arising solely from the negligent acts or omissions of BergerABAM's employees, agents, and subconsultants.

Client agrees to require BergerABAM to be named as an additional insured for all insurance policies carried by Contractors, Subcontractors, Client, and Suppliers on which Client has been or will be named as an insured or additional insured.

Notwithstanding any other provisions in this agreement, nothing shall be construed or enforced so as to void, negate, or adversely affect any otherwise applicable insurance held by any party to this agreement.

OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES

In providing financial analyses or opinions of cost, economic feasibility, and scheduling for the Project, BergerABAM has no control over costs or prices of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures; market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; or other economic and operational factors that may materially affect the ultimate Project cost or schedule.

Therefore, BergerABAM makes no warranty that the Client's actual Project costs, financial conditions, economic feasibility, or schedules will not vary from BergerABAM's opinions, analyses, projections, or estimates.

PROFESSIONAL PRACTICES

BergerABAM intends to perform the work it has agreed to do with the thoroughness and competence usual to the engineering profession at the time and place of performance. No other representation, either expressed or implied, will be construed from BergerABAM's proposal, contract, or work. Should BergerABAM certify anything with respect to the work, the certification will be considered a professional opinion and not a warranty.

LIABILITY

Regardless of the presence or absence of insurance coverage, BergerABAM shall not be liable for loss or damage associated with delays beyond BergerABAM's control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Client or others, however caused. BergerABAM's liability hereunder, whether in tort or in contract, for any cause of action shall be limited as follows: (a) for insured liabilities arising out of BergerABAM's negligence, to the amount of insurance then available to fund any settlement, award, or verdict; and (b) for uninsured liabilities, to 50 percent (50%) of the fee earned by BergerABAM under this Agreement. Client expressly agrees to this limitation of liability.

Client shall, at BergerABAM's option, defend BergerABAM against third-party claims arising from the work. Regardless of whether BergerABAM exercises this option, Client shall pay BergerABAM for damages, cost of defense, and expenses arising out of such claims (including reasonable charges at standard billing rates for time spent by BergerABAM personnel in

connection with the claims) at the time they are incurred. At the conclusion of litigation, BergerABAM will reimburse Client for those payments, in proportion to BergerABAM's relative negligence as determined by law.

DISPUTES

Should a dispute arise, Client will continue to pay BergerABAM's regular invoices. No offset or deduction will be made. Every effort will be made to resolve the dispute as expeditiously as possible. First, the parties will attempt to resolve the matter directly. Failing this, the matter will be submitted for mediation, which will be conducted in a manner mutually acceptable. The cost of mediation will be borne equally by the parties. If mediation is not successful, the dispute will be resolved in a court of competent jurisdiction. The venue will be federal or state court, located in King County, Washington.

In the event a claim by Client is not proved (the judgment is less than BergerABAM's prior settlement offer), Client shall pay BergerABAM for legal fees and other costs of defense. Costs include reasonable charges at standard billing rates for time spent by BergerABAM personnel in connection with the dispute. In the event of a dispute between third parties or between Client and third parties, where BergerABAM is required to assist (as in giving depositions), Client will pay BergerABAM at standard billing rates for time and expenses.

FORCE MAJURE

Neither party shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

CONTROLLING LAW

Law for this agreement will be the internal law for the State of Washington, USA.



Gray & Osborne, Inc.

CONSULTING ENGINEERS

July 15, 2015

Mr. Sam Adams, P.E.
Utilities Manager
City of Camas
616 NE Fourth Avenue
Camas, Washington 98642

SUBJECT: PROPOSAL FOR LACAMAS CREEK WASTEWATER PUMP
STATION EVALUATION
CITY OF CAMAS, CLARK COUNTY, WASHINGTON
G&O #20152.64

Dear Mr. Adams:

Per our discussions, Gray & Osborne, Inc. is submitting this proposal for completing a Lacamas Creek Wastewater Pump Station Evaluation.

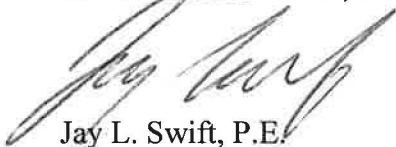
For this project, I would serve as Principal-in-Charge. Ken Alexander from our Vancouver office would serve as Project Manager. Greg Harem would serve as Project Engineer.

The proposed scope of work, including updating design criteria, evaluation of upgrades of the existing pump station, and evaluation of alternative sites for a relocated pump station, is provided in Exhibit A. As indicated in the attached Exhibit B, the estimated cost of the attached scope of work is the not-to-exceed amount of \$29,400.

Please let me know if you have any questions concerning this proposal.

Sincerely,

GRAY & OSBORNE, INC.



Jay L. Swift, P.E.

JLS/hhj
Encl.

cc: Mr. Steve Wall, P.E., Public Works Director, City of Camas



Mr. Sam Adams, P.E.
July 15, 2015
Page 2

**CITY OF CAMAS – LACAMAS CREEK WASTEWATER PUMP STATION
EVALUATION**

Gray & Osborne, Inc. is hereby authorized to proceed with the engineering services as noted herein and under the terms and conditions of our current On-Call Water and Wastewater Engineering Services Contract dated December 2, 2013, for a cost not to exceed \$29,400 as noted herein without further written direction and authorization of the City.

Name (Print)

Title

Signature

Date

EXHIBIT A

SCOPE OF WORK

CITY OF CAMAS

LACAMAS CREEK WASTEWATER PUMP STATION EVALUATION

This exhibit describes a scope of work for completing an evaluation of the City of Camas Lacamas Creek Wastewater Pump Station (LCPS) and providing recommendations for future upgrades or replacement of the LCPS.

Gray & Osborne prepared a draft memorandum with an initial evaluation of the LCPS in March 2014. In August 2014, the City replaced one of the two existing pumps per one of the recommendations in the memo dated March 2014. Berger ABAM recently provided revised flow estimates to the LCPS. The Berger ABAM memorandum dated June 23, 2015, provides four possible alternatives for managing future North Urban Growth Area (NUGA) flows. The following summarizes the alternatives and the corresponding LCPS buildout design flows:

- Alternative 1 – All NUGA Basins (I through VI) conveyed to the LCPS – design flow 2,558 gpm
- Alternative 2 – Basins V and VI conveyed to the LCPS – design flow 1,141 gpm
- Alternative 3 – Basin VI conveyed to the LCPS – design flow 999 gpm
- Alternative 4 – Basin VI conveyed to the LCPS – design flow 999 gpm

Alternative 4 was the recommended alternative in the Berger ABAM memorandum.

Berger ABAM's effort did include a detailed examination of developable areas, population, and flows from the NUGA basins. However, the existing current LCPS basin was not evaluated in detail in their work; therefore, in this scope, LCPS buildout flow projections will be re-examined based on current and future development plans, updated I/I projections, and the possibility of rerouting flows from some of the basin. In addition, we will develop flow projections for the LCPS for 10 years and 20 years in order to evaluate project phasing alternatives. The assumptions and recommendations for upgrading the existing LCPS in the March 2014 memorandum will be modified in light of the new flow projections. Finally, potential alternatives for constructing a new pump station will be developed and preliminary site plans developed, with cost estimates and recommendations for phased improvements and/or replacement of the LCPS will be provided.

The proposed scope of work is described below.

PROPOSED SCOPE OF WORK

Task 1 – Design Criteria for the Lacamas Creek Pump Station

- A. Projected buildout flows for the LCPS will be evaluated in light of the projections in the Berger ABAM memorandum dated June 23, 2015, the General Sewer Plan Update, and updated I/I estimates.
- B. Current flows will be evaluated based on recent pump station run time data. Ten-year and 20-year flow projections will be determined based on current flow projections, I/I estimates, and City input into growth projections in order to evaluate phasing options.

Task 2 –Review Additional Data

- A. The City has collected pump station drawdown tests to verify the capacity of the existing pumps and additional run time data. These tests will be reviewed and documented in the evaluation.
- B. Results from previous sanitary sewer hydraulic modeling of the City's system and ongoing I/I assessments will be reviewed and used to evaluate alternatives.

Task 3 – Evaluate Alternatives

The alternatives analysis will include the following:

- A. Evaluation of retaining the existing pump station with modifications for higher flows. This evaluation will address issues that include flood protection, hazard classification, and building structural condition as well as current ventilation standards from NFPA 820 and access standards (29 CFR 1917.121) as they apply to spiral staircases and elevated access ramps. Upgrades to pump size, pump type and pump controls, wet well size and configuration, as well as electrical service and emergency power requirements will also be addressed in the evaluation. The adequacy of the existing force main will also be included in the evaluation. Potential permitting issues associated with an upgrade to the existing pump station will also be identified.

Preliminary drawings of the recommended upgrade will be included to show the extent of improvements and new construction.

Preliminary construction cost estimates will be completed for the selected pump station upgrade alternative.

- B. Evaluation of a new pump station at an alternate site. Two locations will be screened as potential sites, including a site east of the existing pump station on the corner of 3rd Avenue and NE 3rd Loop.

Development of preliminary design parameters for the two relocated pump station options, including pump sizing, pump controls, wet well size and configuration, electrical service and emergency power requirements, flood protection, hazard classification, operation and maintenance considerations, hydraulic analysis, force main size and routing, materials, and configuration as well as permitting issues associated with the new construction.

Preliminary site plans for each alternative will be included.

Preliminary construction cost estimates will be completed for each of the pump station relocation alternatives.

- C. Provide draft LCPS Evaluation Technical Memorandum, with system analysis, recommendations for upgrades to the existing pump station, construction of a new station, or a combination of both. Develop phasing recommendations, costs, and schedule for upgrades/replacement for the LCPS. Summarize recommendations and LCPS improvement plan in an Executive Summary.

Incorporate comments from the City and submit final LCPS Evaluation Technical Memorandum.

Task 4 – Meetings

Attend one project kickoff meeting and one meeting to discuss the City's comments on the draft memorandum before finalizing the memorandum.

EXCLUSIONS

This scope of work includes preliminary evaluation of new sites for the LCPS and does not include geotechnical, archaeological, and wetlands evaluations that should be completed prior to final pump station design. These additional evaluations could be completed as additional services for this project.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Camas - Lacamas Creek Wastewater Pump Station Evaluation

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	Engineering Technician Hours
1 Design Criteria for the Lacamas Creek Pump Station						
A Evaluate Buildout Flows		1	2			
B Determine Current, 10-year, and 20-year Projections		2	2			
2 Review Additional Data						
A Drawdown Testing and Runtime Data		1	1			
B Hydraulic Modeling	1	4	8			
3 Evaluate Alternatives						
A Evaluation of Upgrade to Existing Lift Station	4	8	20	8	8	16
B Evaluation of New Lift Station Sites, Including Design Parameters, Figures, and Costs for Relocation Alternatives	8	16	28	4	8	32
C Provide LCPS Technical Memorandum with Phasing Recommendations	4	8	16			
4 Meetings	4	4	4			
Hour Estimate:	21	44	81	12	16	48
Fully Burdened Billing Rate Range:*	\$112 to \$182	\$115 to \$178	\$110 to \$139	\$115 to \$178	\$115 to \$178	\$45 to \$90
Estimated Fully Burdened Billing Rate:*	\$160	\$155	\$135	\$155	\$155	\$70
Fully Burdened Labor Cost:	\$3,360	\$6,820	\$10,935	\$1,860	\$2,480	\$3,360

Total Fully Burdened Labor Cost: \$ 28,815

Direct Non-Salary Cost:

 Mileage & Expenses (mileage @ current IRS rate) \$ 450

 Printing \$ 135

TOTAL ESTIMATED COST: \$ 29,400

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



**AGREEMENT FOR PROFESSIONAL SERVICES
City Of Camas Septic Receiving Station Improvements**

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

Effective Date and Duration

This Agreement shall become effective on the date the Agreement is signed. This Agreement shall expire, unless otherwise terminated or extended, on July 31, 2016.

Scope of Services

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

Compensation

The City agrees to pay the Engineer a sum not to exceed \$48,560 for completion of the work. A fee breakdown is included as Exhibit B to this Agreement. Monthly invoices will be issued by the Engineer for all work performed under this Agreement, and based on time and materials. Wallis Engineering Hourly Rates will be the basis of compensation. These rates are subject to annual calendar year adjustments; include all allowances for salary, overhead and fee; but do not include allowances for Direct Expenses. Wallis Engineering Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the City's Project, including, but not limited to: necessary transportation costs; laboratory tests and analyses; printing, binding and reproduction charges; all costs associated with outside consultants; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges. A service charge of 10 percent will be added to Direct Expenses. Invoices are due and payable upon receipt. Interest at the rate of 1½% per month, or the maximum permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

Terms and conditions are listed on page 2.

Wallis Engineering Certification and Signatures

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

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

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

Approved for Engineer: _____ Date: _____

Name and Title: Adam Crafts, Member

City of Camas Signatures

Approved for City: _____ Date: _____

Name and Title: _____

Document1

TERMS AND CONDITIONS

1. Authorization to Proceed

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

2. Standard of Care

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

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

3. Termination

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

4. Limitation of Liability

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

5. Severability and Survival

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

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

6. Hazardous Substances

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

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

7. Subsurface Investigations

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

8. No Third Party Beneficiaries

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

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

9. Insurance

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

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

10. Disputes

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

WALLIS ENGINEERING EXHIBIT A-SCOPE OF WORK

City of Camas Camas Septic Receiving Station Improvements July 17, 2015

PROJECT DESCRIPTION AND GENERAL SCOPE

The City of Camas Wastewater Treatment Plant has an onsite a septic receiving facility that receives approximately 45,000 gallons per week for 20 weeks out of the year. This facility is not open to the public. The facility was installed in the late 1990's with a plant expansion and consists of a float activated bar screen in a concrete channel to remove larger solids and rags that can clog the downstream pumps that convey the septic sewage into the front end of the treatment plant. The City has identified the need to replace the facility's bar screen because it does not consistently separate rags and wipes from the sewage stream, requires regular maintenance, and needs reduced influent rates to prevent overflows. Secondary improvements to the facility would include odor control, sanitary improvements for the operators and isolation valves for shallow pipe connections to the channel.

Wallis Engineering has been hired to provide professional services for this project, which will include the evaluation of replacement options for the existing bar screen system, completion of preliminary design, preparation of contract documents and assistance with bidding, and construction engineering services.

SPECIFIC SCOPE OF WORK

Task 1 Establish Project Scope and Design Data

This task will define the project design criteria, scope of work, collect field information, and prepare the project base drawings.

- 1.1 Define Project Objectives and Design Criteria.** Meet with City Staff to review project objectives, identify design criteria and visit the site.
- 1.2 Review Data.** Review asbuilt drawings and other background information as provided by the City.
- 1.3 Field Survey and Base Drawings.** A field visit will be made to confirm measurement of facilities and space available, and drafted into base drawings to be utilized for project design.

Task 2 Preliminary Design

This task includes work to complete preliminary design of the proposed septic station replacement as described in the following tasks.

- 2.1 Alternative Analysis.** Wallis Engineering will examine up to three alternative improvements to the facility. These will include a drum screen above-grade package station, a rotary screw conveyor above-grade package station, and a rotary sewer conveyor screen that is mounted into the existing channel. The analysis will identify the

feasibility, extents of demolition to the existing facility, electrical and water supply needed, ability to complete secondary improvements and cost.

- 2.2 Preliminary Design Memorandum.** A preliminary design memorandum will be prepared summarizing the alternatives and identifying a preferred alternative. The draft memorandum will be discussed at a meeting with City staff and will be finalized following City review and comment.

Task 3 Prepare Contract Documents

Develop contract documents for procurement/bidding of the project based on the design criteria established during preliminary design.

- 3.1 60% Design Package.** A design package at the 60% design level will be prepared and submitted for City review. The anticipated plan sheets include a Cover Sheet, General Notes and Legend Sheet, Existing Conditions Plan, Demolition Plan, Mechanical Plan and Sections, and Mechanical Details Sheet. Specifications will be provided in 2004 CSI format and combined with City front end documents. A 60% construction cost estimate and bid item list will be submitted with the plans. A meeting will be held with City staff to discuss review comments.
- 3.2 Final Plans, Specifications and Estimate.** The City's 60% submittal review comments will be incorporated into the final plans and specifications and a master set of signed contract documents will be provided to the City in PDF format to distribute through its online bidding system. A final engineer's opinion of cost will be submitted.
- 3.3 Structural and Electrical Design (Contingency Task).** It is not anticipated that significant structural or electrical design will be needed to complete this project, however, this cannot be certain until a preferred alternative has been identified. Therefore, an allotment for a structural and electrical engineering sub-consultant is included in the fee estimate. This contingency task will be negotiated and authorized only if needed and approved by the City.

Task 4 Bidding Services

Wallis Engineering will provide bidding services to the City, including: attending a pre-bid meeting in Camas, responding to bidder's questions, and preparing addenda, as required. Following the opening of bids, the bid tab and summary sheet of all bidder questions and responses will be provided to the City. The apparent low bidder's documents, bonds, and licenses will be reviewed prior to presenting a bid award recommendation to the City.

Task 5 Construction Services

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

Assumptions:

- Topographic surveying will not be needed.
- The City will handle procurement for any sole source equipment selected.

- The City will distribute the contract documents, maintain a planholder's list, and distribute addenda as needed.
- Construction staking and quality control testing is assumed to be provided by the contractor.
- The preliminary design memorandum will outline criteria that will form the basis of detailed design.
- Equipment manufacturers (P.E.W.E., Westech, Enviro-Care, and John Meunier) for purposes of determining feasibility and space requirements for installation will be limited to the products provided by the City.

P:\14\1403A SEPTIC RECEIVING STATION IMPROVEMENTS\100 AGREEMENT (CONTRACT)\102 BASE CONTRACT\EXHIBIT A SCOPE - CAMAS SEPTIC RECEIVING STATION IMPROVEMENTS - VER A.DOC

Agreement
Exhibit B - Fee Estimate
Camas Septic Receiving Station Improvements
WE #1403A
17-Jul-15

TASK		E2	E4	SD	T1	C1	Staff Cost	Expenses		Electrical	Structural	Total Cost
		\$135	\$96	\$115	\$90	\$66						
Task 1	Establish Project Scope and Design Data											
1.1	Define Project Objectives and Design Criteria	4		8			\$1,460	\$20 (M)				\$1,480
1.2	Review Data	4		8			\$1,460					\$1,460
1.3	Field Survey and Base Drawing	4	8	8	12		\$3,308	\$20 (M)				\$3,328
	TASK 1 SUBTOTAL	12	8	24	12	0	\$6,228	\$40		\$0	\$0	\$6,268
Task 2	Preliminary Design											
2.1	Alternative Analysis	8	16	12	6	4	\$4,800					\$4,800
2.2	Pre-design Memorandum	8	16	4	4	6	\$3,832					\$3,832
	TASK 2 SUBTOTAL	16	32	16	10	10	\$8,632	\$0		\$0	\$0	\$8,632
Task 3	Prepare Contract Documents											
3.1	60% Design Package	8	32	24	24	4	\$9,336					\$9,336
3.2	Final Plans, Specifications, and Estimate	8	24	24	24	4	\$8,568	\$50 (P)				\$8,618
3.3	Structural and Electrical Design (Contingency)	6					\$810		\$5,500	\$5,500		\$11,810
	TASK 3 SUBTOTAL	16	56	48	48	8	\$17,904	\$50		\$5,500	\$5,500	\$28,954
Task 4	Bidding Services											
	Bidding Services		8	6			\$1,458					\$1,458
	TASK 4 SUBTOTAL	0	8	6	0	0	\$1,458	\$0		\$0	\$0	\$1,458
Task 5	Construction Services											
	Construction Services	4	8	16			\$3,148	\$100 (M)				\$3,248
	TASK 5 SUBTOTAL	4	8	16	0	0	\$3,148	\$100		\$0	\$0	\$3,248
	GRAND TOTAL	48	112	110	70	18	\$37,370	\$190		\$5,500	\$5,500	\$48,560

FEE SUMMARY			
Staff	Hours	Rate	Fees
E2 - Engineer 2 (PM)	48	\$135	\$6,480
E4 - Engineer 4	112	\$96	\$10,752
SD- Senior Designer	110	\$115	\$12,650
T1 - Technician 1	70	\$90	\$6,300
C1 - Clerical 1	18	\$66	\$1,188
Total Fees from Staff			\$37,370
Subconsultant			
Electrical			\$5,500
Structural			\$5,500
Total fees for Subconsultant			\$11,000
NOTE: Fee includes 10% markup			
Expenses			Cost
Printing (P)			\$50
Mileage (M)			\$140
Total Fees from Expenses			\$190
TOTAL BUDGET			\$48,560



2015 RATE SCHEDULE

<u>Staff</u>	<u>Rate</u>
Quality Control Manager	\$185.00/hour
Principal Engineer	\$175.00/hour
Engineer 1	\$145.00/hour
Engineer 2	\$135.00/hour
Engineer 3	\$118.00/hour
Engineer 4	\$96.00/hour
Engineer 5	\$90.00/hour
Engineer 6	\$80.00/hour
Inspector	\$90.00/hour
Senior Designer	\$115.00/hour
Technician 1	\$90.00/hour
Technical Writer	\$80.00/hour
Clerical 1	\$66.00/hour

- These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

~ PROCLAMATION ~

WHEREAS, we have all had special teachers that made a significant difference in our lives – teachers are called “legendary”; and

WHEREAS, those teachers possessed and consistently demonstrated a specialized set of skills, allowing them to transform their deep content knowledge into life-changing student learning; and

WHEREAS, those teachers made classrooms safe and fun by nurturing a caring family culture; and

WHEREAS, those teachers expected you to exceed your own expectations; and

WHEREAS, we often do not fully understand and recognize the profound influence teachers have on our future until later in life; and

WHEREAS, it is important to take time to fully recognize the legendary teachers in our lives; and

THEREFORE, I, Scott Higgins, Mayor of the City of Camas, Washington, do hereby proclaim September 24, 2015, as:

“Legendary Teacher Day”

and call on all citizens, to take time on this day and contact the Legendary Teacher in your life and express your gratitude.

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 8th day of September, 2015.



Scott Higgins, Mayor

AFTER RECORDING RETURN TO:

City of Washougal
1701 "C" Street
Washougal, WA 98671

CITIES OF CAMAS AND WASHOUGAL, WASHINGTON

**UTILITIES COOPERATION AGREEMENT
FOR WATER SYSTEM DEVELOPMENT –
PHASE 2**

2015

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**CITIES OF CAMAS AND WASHOUGAL, WASHINGTON
UTILITIES COOPERATION AGREEMENT
FOR WATER SYSTEM DEVELOPMENT
PHASE 2**

1. AGREEMENT

This Utilities Cooperation Agreement for Water System Development (“Agreement”) is made by and between the CITY OF CAMAS, a Washington municipal corporation (“Camas”), and the CITY OF WASHOUGAL, a Washington municipal corporation (“Washougal”). Camas and Washougal are each a “Party” and collectively the “Parties” (or “Cities”) to this Agreement. The Parties agree as follows.

2. RECITALS

2.1 This Agreement is entered by the Parties under their authority to contract, including but not limited to RCW 35A.11.010 and RCW 35.21.210.

2.2 For a number of years, Camas and Washougal have been jointly addressing the Parties’ ongoing water supply needs. The Cities participated in Water Resource Inventory Area (WRIA) planning in the Salmon-Washougal (WRIA 28) and Lewis (WRIA 27) watersheds. Clark, Cowlitz and Skamania Counties adopted the Salmon-Washougal & Lewis Watershed Management Plan on July 21, 2006. The Salmon-Washougal & Lewis Watershed Management Plan guides future water rights development in the community, and identifies the Steigerwald area in Clark County as a regional water source.

2.3 Washougal identifies current average daily water demand of approximately 2.0 million gallons per day, with an estimated 50-year need of 10 million gallons per day. Camas identifies current average daily water demand of approximately 3.7 million gallons per day, with an estimated 50-year need of 15 million gallons per day. To meet these needs, the Parties initiated efforts to develop and operate water system wells and well fields near the Steigerwald Wildlife Refuge to be supplied by the Pleistocene Alluvial Aquifer (the “Project”).

2.4 The Parties began Project development efforts at Phase 1, in part, by entering into an Option to Purchase Exclusive Easement for Well Site with the Port of Camas-Washougal (“Port,” July 17, 2006 (now expired)), and Inter-Local Cooperation Agreement (July 17, 2006) between the Parties to provide for drilling, testing, and evaluation of drinking water wells in the Steigerwald Lake area. The testing revealed sufficient water supplies for the Project. The 2011 Clark County Coordinated Water System Plan Update identifies the Steigerwald well field as a regional water source and further identifies it as a capital project (SR-11).

2.5 As components of the Project, the Parties now are (i) jointly seeking new water rights sufficient for the Project under an Application for Water Right Permit (Washington Ecology No. G2-30528, August 2009); (ii) acquiring from Port the property rights necessary for the Project; (iii) updating their comprehensive water plans; and, (iv) planning to acquire, develop

and operate necessary water system facilities and improvements. Collectively, these efforts and this Agreement are Phase 2 of the Project.

2.6 The Camas 2010 Water System Plan identifies the Steigerwald well field as a regional water source and further identifies it as a capital project (SR-11). The Washougal Water System Plan identifies the Steigerwald well field as a regional water source and further identifies it as a capital project. Camas intends to update its Water System Plan by 2016. Washougal intends to update its Water System Plan, beginning in 2017.

2.7 The Steigerwald well field site is to be acquired and developed by the Parties, with Washougal acting as lead agency and title holder. The general allocation of rights and responsibility for the Project is 60% to Camas and 40% to Washougal.

2.8 In accordance with their history of cooperation and consistent with the 2006 Inter-Local Agreement for good faith negotiations toward a revised agreement to allocate the costs and distribution of Project water resources, the Parties enter into this Agreement to terminate the 2006 Inter-Local Agreement, except as it relates to unreimbursed costs otherwise allocated thereto which shall be subject to further negotiations, and to set forth the rights and obligations of the Parties for the next phase of the Project. This is another in a series of agreements, and the Parties will consider in the future Phase 3 and other forms of management and/or governance of water systems, including the potential of forming a joint municipal services authority under Chapter 39.106 RCW. This Agreement also provides a protocol in the event future agreements are not reached.

3. DEFINITIONS

3.1 “Capacity Allocation” means the percentage of the Steigerwald Water System’s design capacity that a Party is authorized by this Agreement to use. A Capacity Allocation does not convey ownership interest in any of the Steigerwald Water System.

3.2 “Steigerwald Water System” or “Project” means the Real Property and System Facilities subject to this Agreement.

3.3 “Real Property” means that certain real property located in Clark County, Washington, identified as Clark County Tax parcel No. 135307000, consisting of approximately 19.65 acres of land, which is legally described and generally depicted in Exhibit A.

3.4 “System Facilities” means all water system facilities and improvements located on the Real Property and, to the extent agreed upon by the Parties in the future, any other facilities that Camas or Washougal may construct for joint use by the Parties, including without limitation facilities not located on the Real Property.

4. OWNERSHIP OF THE STEIGERWALD WATER SYSTEM

4.1 Capacity Interest and Allocation. Each Party owns a capacity interest in the Steigerwald Water System. The Camas capacity interest and Capacity Allocation is 60% and the Washougal capacity interest and Capacity Allocation is 40%.

4.2 Title to Property. Title to the Real Property shall be held in the name of the City of Washougal. Each Party's interest in the Real Property is defined in this Agreement by its Capacity Allocation.

4.3 Sale of Property. The Real Property, the Steigerwald Water System or any part of either the Property or System may be sold or transferred upon the written approval of both Parties, subject to any rights held by the Port of Camas-Washougal, if then applicable.

5. ALLOCATION OF COSTS, SYSTEM CAPACITY, AND WATER RIGHTS

5.1 Purchase Price. Each Party is obligated to pay its portion of the total purchase price for the Real Property (estimated to be \$667,619.90 plus costs), divided as follows: Camas – 60% / Washougal – 40%. The allocable share of the Purchase Price shall be included in each Party's capital contributions if the Real Property is purchased over a term of years. Camas shall pay its share to Washougal under Agreement Section 7. Camas' payments for the real property are an obligation of Camas' water system and shall be considered as junior debt for the water utility.

5.2 Capacity Allocation. Subject to modification in future agreement, each Party's Capacity Allocation is divided as follows: Camas – 60% / Washougal – 40%.

5.3 Water Rights. Subject to modification in future agreement, each Party's interest in the water rights associated with the Steigerwald Water System is divided as follows: Camas – 60% / Washougal – 40%.

6. ADMINISTRATION

6.1 Administration.

6.1.1 Lead Agency. No new or separate legal or administrative entity is created by this Agreement. Washougal serves as lead agency for Project. As lead agency, Washougal shall be responsible for continued process for the Application for Water Right Permit, Real Property acquisition, Project design and Development and other Project related actions, all upon consultation with Camas.

6.1.2 Meetings/System Planning. The Public Works Director of each City shall meet regularly, generally monthly, regarding the Project. Additionally, the Parties shall hold regular meetings, to direct planning related to the Steigerwald Water System and to develop and review future actions, including relevant comprehensive plans, other planning documents and budgets. Each Party shall cooperate with the other Party's water comprehensive planning.

6.1.3 Phase 3. Following the adoption by each Party of the Party's updated water comprehensive plan, or earlier as the Parties determine, the Parties shall begin negotiations for development of a Phase 3 agreement. A Phase 3 agreement is to address the next phase of the water resource development and System Facilities, and System management. A Phase 3 agreement is expected to address such issues as organization and governance; budget and finance; water interties and wheeling; System Facilities planning and development; management and operation; repair and replacement of System Facilities; termination of this

Agreement; and related matters. The Parties intend to enter a Phase 3 Agreement no later than eighteen (18) months following the commencement of negotiations. Each Party commits to good faith and diligent effort to reach a Phase 3 agreement.

6.2 Other Uses. The Real Property is acquired by the Parties for development and operation of well fields and other utility purposes. The Parties may, however, agree to make the Real Property available for either or both Parties' general municipal purposes.

6.3 Water Rights Approval Process. In the event the Parties determine to request accelerated review of their Application for Water Right Permit, all costs of such process shall be allocated between the Parties based on Capacity Allocation.

7. BUDGETING AND INVOICING

7.1 Invoicing and Payment. Monthly, as expenses are incurred, Washougal will invoice Camas for its pro rata share of costs for the Project in accordance with Washougal's standard invoicing procedures for public works projects. Camas must remit payment in full for each invoice no later than thirty (30) days after the receipt of the invoice from Washougal.

7.2 Reimbursement. It is the intent of the Parties that Washougal be reimbursed for (and Camas pay for) only Camas' pro rata share of costs reasonably incurred by Washougal in performing its duties under this Agreement.

7.3 Taxes. Washougal shall not assess its utility tax on revenues from any service to Camas under this Agreement. Other taxes such as state, county and those imposed by other third parties related to the Project shall apply. Each Party retains all rights and authority to levy and collect utility taxes associated with retail or contract water service.

8. DISPUTE RESOLUTION

8.1 Negotiations. The Parties agree to make all reasonable efforts to resolve through informal, good faith negotiations any disputes concerning the terms and conditions or performance of this Agreement. In the event of a dispute, including a claimed breach of this Agreement, notice of the dispute shall be provided in writing and shall be delivered in the manner set forth in Section 12.4. The notice shall set forth with reasonable specificity the factual basis for the claimed dispute. Both Parties shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible, but in any event not more than sixty (60) days from the date of the notice unless extended by mutual agreement of the Parties.

8.2 Voluntary Mediation. If a dispute cannot be resolved through direct discussions, mediation may, by mutual consent, be initiated. In the event the Parties determine to initiate mediation, a mutually acceptable mediator shall be selected by the Parties for the purpose of facilitating the mediation process. The mediator shall be selected based on his or her expertise with the nature of the matter in dispute and their ability to facilitate a settlement. The Parties agree to provide all documentation and information requested by the mediator and in all other regards to cooperate fully with the mediator. The costs of mediation shall be shared equally between the Parties.

8.3 Other Relief. In the event the dispute is not resolved in mediation, or the Parties do not agree to mediation, the Parties may pursue any other form of relief provided by this Agreement.

8.4 Specific Performance. If a Party continues in default in the performance of any material and substantial covenant or agreement herein contained for a period of thirty (30) days after written notice specifying such default, and following such reasonable time under Agreement Sections 8.1 and 8.2; or as is necessary to cure such default or a Party's failure to commence a cure within sixty (60) days of notice, a Party may, at its option, immediately commence an action for specific performance to compel performance or take any other action available at law or in equity, including an action for damages. The Parties agree that the continued delivery of water from the Steigerwald Water System cannot be terminated without jeopardizing the public health and safety. As a result, termination of the Agreement is not an adequate remedy; and an action for specific performance, in addition to other remedies, is authorized to compel performance under this Agreement.

8.5 Compliance with Order. The Parties shall be bound by the outcome of litigation (or other process) under Agreement Section 8, including all appeals, at the conclusion of the litigation (the "Order"). The first remedy available to a Party under an Order shall be specific performance. If a Party does not comply with the Order within the time specified for compliance in the Order, the prevailing Party may elect to terminate the Agreement without further process under this Agreement. If a Party chooses to not terminate the Agreement, the Party may pursue such other remedies as are available under law or this Agreement.

8.6 Force Majeure. No period of performance required by this Agreement shall run during periods of force majeure.

8.7 No Waiver; Prevailing Party Costs. If a Party incurs attorney fees, costs, or other legal expenses to enforce the provisions of this Agreement against another Party, all fees, costs, and expenses are recoverable by the prevailing Party as against the offending Party. The failure of a Party to exercise any right or enforce any provision of this Agreement is not a waiver of that right or enforcement remedy.

8.8 Jurisdiction and Venue. This Agreement must be interpreted in accordance with the laws of the state of Washington. As against the other Party, Camas and Washougal may file suit to enforce this Agreement only in the Superior Court for Clark County, Washington.

9. ASSETS

9.1 Existing Assets. Subject to Agreement Section 4, this Agreement does not transfer any existing assets between the Parties. The Parties retain all rights, title, and interest in their separate municipal water systems, including without limitation all real and personal property, investments, cash accounts and reserves, and contract and intangible rights.

9.2 Steigerwald Water System Assets. The Parties each have an ownership interest in the assets of the Steigerwald Water System based on Capacity Allocation. Upon termination or dissolution of this Agreement, the Parties will work in good faith toward an asset allocation plan for the Steigerwald Water System and to administer the approved plan. In the event the Parties

cannot reach agreement, then Washougal shall pay to Camas the full amount of prior Camas payments to Washougal for the Real Property and any System Facilities constructed prior to Agreement termination. After payment by Washougal, Camas shall have no interest in the Steigerwald Water System.

10. INSURANCE

10.1 Property Insurance. Washougal must insure, at replacement cost value, any Steigerwald Water System Facilities.

10.2 Liability Insurance. Each Party shall obtain and keep in full force and effect liability insurance protecting itself and its employees, officers and agents, and the party, its employees, officers and agents, for claims of any persons for injuries to life, person or property by reason of anything done or permitted to be done or suffered or admitted to be done by the parties in the administration of the project. If either party withdraws from the Washington Cities Insurance Authority, that party shall deliver a certificate of insurance showing compliance with this section.

10.3 Cost. Any additional cost for liability, property or other insurance required for the System will be included as an operating cost and payable by each Party under Capacity Allocation.

11. UTILITY TAXES

The Parties recognize that the Steigerwald Water System is being developed to provide wholesale water supplies to the Parties. Accordingly, revenues generated by the Steigerwald Water System, if characterized as such, are exempt from certain taxes. Each Party will therefore pay its own share of utility taxes, when owed, for revenue generated by their separate municipal water utilities.

12. GENERAL

12.1 Execution of Documents. The Parties will cooperate fully in executing documents that are necessary to develop and implement the Steigerwald Water System.

12.2 Filing. Prior to or on the Effective Date, the City Clerks of Camas and Washougal must list this Agreement by subject on that city's website or other electronically retrievable public sources. Washougal shall record this Agreement with the deed or other documents transferring title to the Real Property.

12.3 Records.

12.3.1 Washougal must maintain accounts and records that sufficiently and properly document its services and costs under this Agreement.

12.3.2 Upon reasonable notice, each Party may inspect and copy, without charge, all non-privileged records held by any other Party relating to this Agreement.

12.4 Notices. All notices required by this Agreement must be in writing by hand delivery, email, regular U.S. mail, or certified mail, return receipt requested.

If to Camas, notice must be sent to:

City Administrator
City of Camas
616 N.E. 4th Avenue
Camas, WA 98607

If to Washougal, notice must be sent to:

City Administrator
City of Washougal
1701 "C" Street
Washougal, WA 98671

Notice is considered given upon delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

12.5 Indemnification. To the maximum extent permitted by law, Camas and Washougal indemnify and hold harmless the other Party and all of its officers, officials, employees, and volunteers from any and all claims, demands, injuries, losses, suits, actions, fines, penalties, and liability of any kind, including attorney fees, to the extent they arise out of or are related to the performance of this Agreement by the indemnifying Party or its officers, officials, employees, volunteers, agents, representatives, consultants, contractors, or subcontractors. This indemnity is not limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity is specifically and expressly intended to constitute a waiver of the indemnifying Party's immunity under Washington Industrial Insurance (Title 51 RCW) with respect to only the other Party, and only to the extent allowable by law and necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnifying Party's employees. This waiver has been mutually negotiated. The provisions of this Subsection 12.5 survive the expiration or termination of this Agreement.

12.6 Non-Waiver. The failure on the part of any Party to enforce its right as to any provision of the Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.

12.7 Force Majeure. If a Party is rendered unable by Force Majeure, to carry out, in whole or part, its obligations under this Agreement and such Party gives notice and full details of the event to the other Party as soon as practicable after such occurrence, the obligations of the Party affected by the event (other than the obligation to make payments due for performance prior to the event) shall be suspended to the extent required. Under this Agreement, "force majeure" shall mean acts of God, wars, strikes, lockouts, labor disputes, civil disorder, acts of terrorism, fires, floods, volcanic eruptions, earthquakes or other causes beyond the reasonable control of the affected Party.

12.8 Entire Agreement; Amendment. This Agreement contains the entire written agreement among the Parties and supersedes all prior discussions and agreements. This Agreement may be amended only in writing, signed by all Parties.

12.9 Termination of Existing Agreement. On the Effective Date, that 2006 Inter-Local Cooperation Agreement between the City of Camas and the City of Washougal (July 17, 2006) terminates. All cost and responsibility allocations with respect to the Steigerwald Water System are governed by this Agreement.

12.10 Authorship. This Agreement reflects the Parties' joint drafting efforts. In the event any dispute, disagreement, or controversy arises regarding this Agreement, the Parties will consider each other as joint authors and no provision may be interpreted against any Party because of authorship.

12.11 Successors and Assigns. All of the provisions contained in this Agreement are binding upon the successors and assigns of the Parties.

12.12 No Third Party Rights. This Agreement is solely for the benefit of the Parties and does not confer rights to any other individual or person.

12.13 No Joint Venture. This Agreement does not form any joint venture, partnership, administrative entity, or separate municipal corporation between the Parties. Washougal's officers, officials, employees, volunteers, agents, representatives, consultants, contractors, and subcontractors will not be deemed, and may not represent themselves as, employees of Camas.

12.14 Severability. If any section or part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that action will not affect the validity or enforceability of any other section or part of this Agreement.

13. TERM AND TERMINATION

13.1 Effective Date. This agreement shall be effective upon last signature by the respective Parties hereto.

13.2 Term. The term of this Agreement is ten (10) years plus the remainder of the calendar year in which it becomes effective, ending on December 31, 2025. The term will automatically extend for two (2) consecutive terms of ten (10) years unless at least one Party gives the other Party notice of intent to terminate the Agreement on or before December 31 of the year prior to the year in which the Agreement will expire. Upon expiration of the second extension of ten (10) years, this Agreement will automatically extend for additional calendar-year terms until at least one Party gives the other Party notice of intent to terminate the Agreement on or before December 31 of the year prior to the year in which the Agreement will expire.

13.3 Termination. Either Party may terminate this Agreement for a default by the other Party if the defaulting Party has not cured the default or complied with the Order as provided in Agreement Section 8. Prior to termination, the Public Works Directors of the Parties will propose for approval by the governing bodies of each Party a plan to wind up the Project

affairs, allocate assets of the Steigerwald Water System and administer the approved plan. Failure to agree on a plan is governed by Agreement Section 9.2. All applicable costs generated up to and including the date of termination shall be and remain the responsibility of the terminated Party to pay.

13.4 Withdrawal. Either Party may elect to withdraw from this Agreement as follows. The withdrawing Party shall provide at least five (5) years' advance written notice of its intent to withdraw. Such notice shall be delivered consistent with Section 14.4. The effective date of withdrawal shall be 11:59 PM on December 31 of the year following the five (5) years' notice is issued. Withdrawal has the same effect as termination and shall be governed by Agreement Sections and 9.2 and 13.3.

CITY OF CAMAS

CITY OF WASHOUGAL

By: _____
Mayor

By: _____
Mayor

Date: _____

Date: _____

Attest: _____
Clerk

Attest: _____
Clerk

Approved as to form:

Approved as to form:

City Attorney

City Attorney

**EXHIBIT A:
REAL PROPERTY**

A tract of land together with an easement for access and transmission main located in portions of Sections 17, 20 and 21, Township 1 North, Range 4 East, Willamette Meridian, Clark County, Washington; said tract is a portion of that particular parcel shown on the official record of survey recorded in Book 43 at Page 9, Records of Clark County, Washington, being more particularly described as follows:

Beginning at the Northwest corner of said Section 21 per said record of survey in Book 43 at Page 9; Thence South $62^{\circ}02'18''$ East a distance of 3,104 . 73 feet to the northerly right of way line of the dike road as shown in said survey and the point of beginning of this description;

Thence along the following described courses:

North $10^{\circ}34'45''$ East a distance of 461 . 58 feet;

South $88^{\circ}36'01''$ East a distance of 347 . 39 feet;

South $68^{\circ}07'52''$ East a distance of 343.29 feet;

South $73^{\circ}19'26''$ East a distance of 198.86 feet;

South $73^{\circ}26'56''$ East a distance of 160.51 feet;

North $17^{\circ}28'45''$ East a distance of 102.65 feet;

South $67^{\circ}16'49''$ East a distance of 31. 65 feet;

South $65^{\circ}33'04''$ East a distance of 376.31 feet;

North $63^{\circ}42' 19''$ East a distance of 112.43 feet;

South $01^{\circ}23'59''$ West a distance of 292.78 feet to a point

here and after referred to as Point "A" said point also being located on the northerly dike road right of way line; Thence following along said northerly line the following described courses:

North $88^{\circ}35'14''$ West a distance of 850.42 feet to the beginning of a curve concave to the north having a radius of 2,782.47 feet;

Thence northwesterly 113.96 feet along said curve through a central angle of $2^{\circ}20'10''$;

Thence North $86^{\circ}15'03''$ West a distance of 141.48 feet;

Thence North $03^{\circ}44'56''$ East a distance of 30.00 feet;

Thence North $86^{\circ}15'03''$ West a distance of 516.09 feet to the TRUE POINT OF BEGINNING.

Together with an easement beginning at said Point "A"; Thence South a distance of 35.00 feet to the centerline of said dike road and the beginning of this easement description; being 20 feet in width and lying 10 feet on each side of the following described centerline: Following westerly and northwesterly on and along the centerline of said dike road to a point due South of said Northwest corner of Section 21; Thence North $38^{\circ}03'10''$ West leaving said dike road centerline a distance of 432 . 82 feet to a concrete monument with brass cap located in the centerline of Index Street as shown on Record of Survey recorded in Book 14 at Page 50, Records of Clark County, Washington, and the terminus of this easement description.



CITY OF CAMAS STAFF REPORT

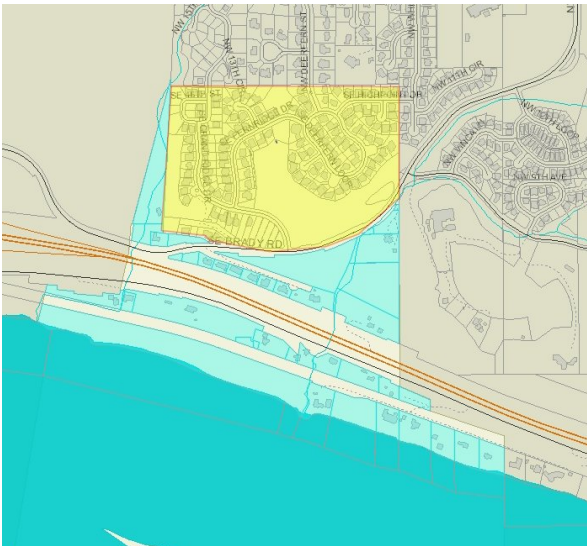
To: City Council
 From: Robert Maul, Planning Manager
 Date: September 8th, 2015
 Proceeding Type: Work Session
 Subject: Zoning Designation for Grand Ridge Annexation Area

Legislative History:

- First Presentation: September 8th, 2015
 - Public Hearing: September 8th, 2015
 - Adopt Ordinance: TBD
-

Background: On May 4th, 2015 the Camas City Council accepted a 10% notice of intent to annex land located in the Camas Urban Growth Boundary generally described as the Grand Ridge Annexation Area, Option 2 (See Fig. 1). The method of annexation being used is the 60% petition method. Before a public hearing can be held with the city council to entertain the 60% petition, the city must first affix a zoning designation for the area in question. The current comprehensive plan designation is Single Family Low, which is the lowest density the city has for residential development. There are two zoning designations that can be used to implement the Single Family-Low comprehensive plan designation, R-15 and R-20.

Fig. 1



The annexation area is highlighted in Blue, also located south of SE Brady Road and extending south to the Columbia River. The annexation area contains approximately 92 acres of land comprised of 35 parcels and a population of 53 people.

Analysis

The annexation area contains a mixture of platted and un-platted lots. There are seven smaller lots located within the Vista Del Rio subdivision which average 15,000 square feet in size and are located just south of SE Brady Road. The remaining lots in the annexation area located along the Columbia River and SE Evergreen Boulevard are larger acreage sized lots, some of which contain single family dwelling units. While some of the larger tracts have development potential, there are some environmental constraints such as critical areas, shorelines, and topography, which may limit densities if developed in the future. Those factors were taken into consideration when the comprehensive plan designation was set for the area. Using either the R-15 or R-20 zoning designations will be consistent with the adopted comp plan map. However, to allow for more efficient use of land and densities staff recommended that the Planning Commission consider the R-15 zoning designation at the hearing.

The subdivision located north of the annexation area, the Grand Ridge Subdivision, is the only other land between the annexation area and the city limits. All of the lots within the Grand Ridge Subdivision are within the 15,000 square foot range. Staff would recommend including this subdivision in this zoning designation effort. In doing so, there will be a pre-annexation zoning established for the Grand Ridge subdivision once it is annexed in the future.

Recommendations

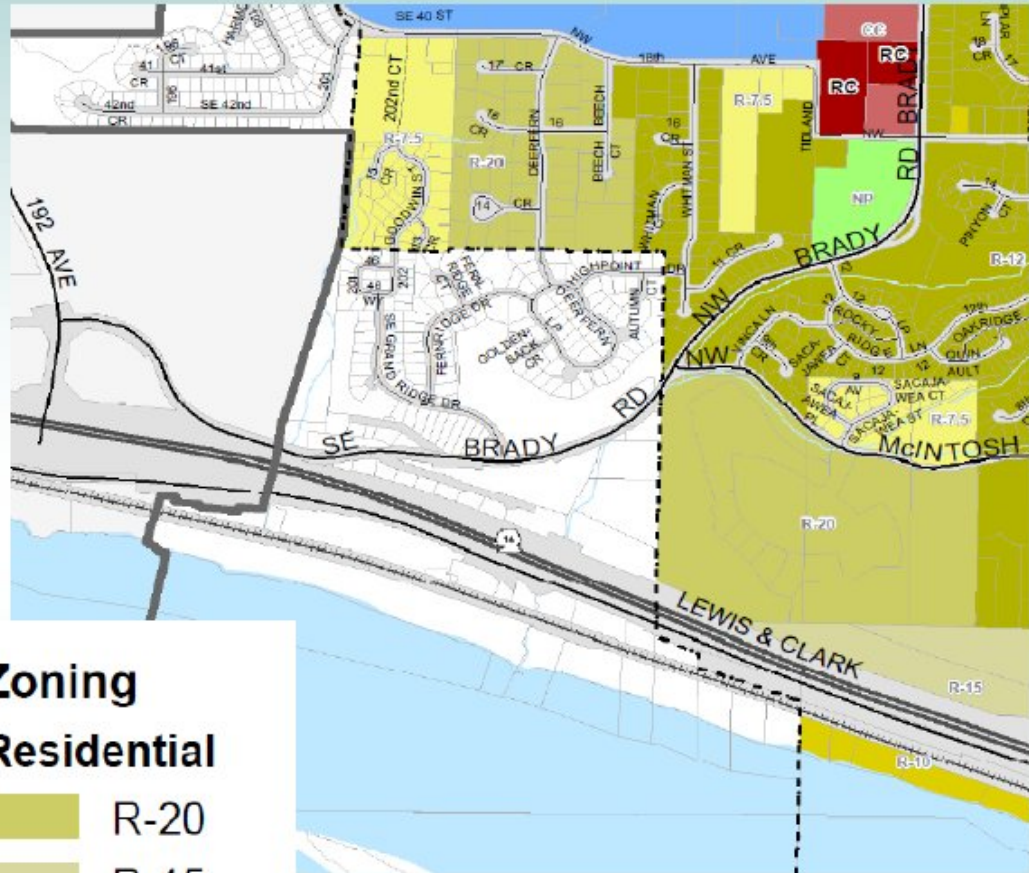
The Planning Commission held a public hearing on this matter on August 18th, 2015. There was no public testimony provided at the hearing. The PC voted unanimously to recommend setting the zoning designation for the entire area, both the current Grand Ridge annexation area and the Grand Ridge subdivision itself, is set at R-15.








Motion: Approve the zoning designation for the entire Grand Ridge Annexation area as depicted in the attached proposed zoning map and direct the City Attorney to return with an adoptive ordinance.

Exhibits

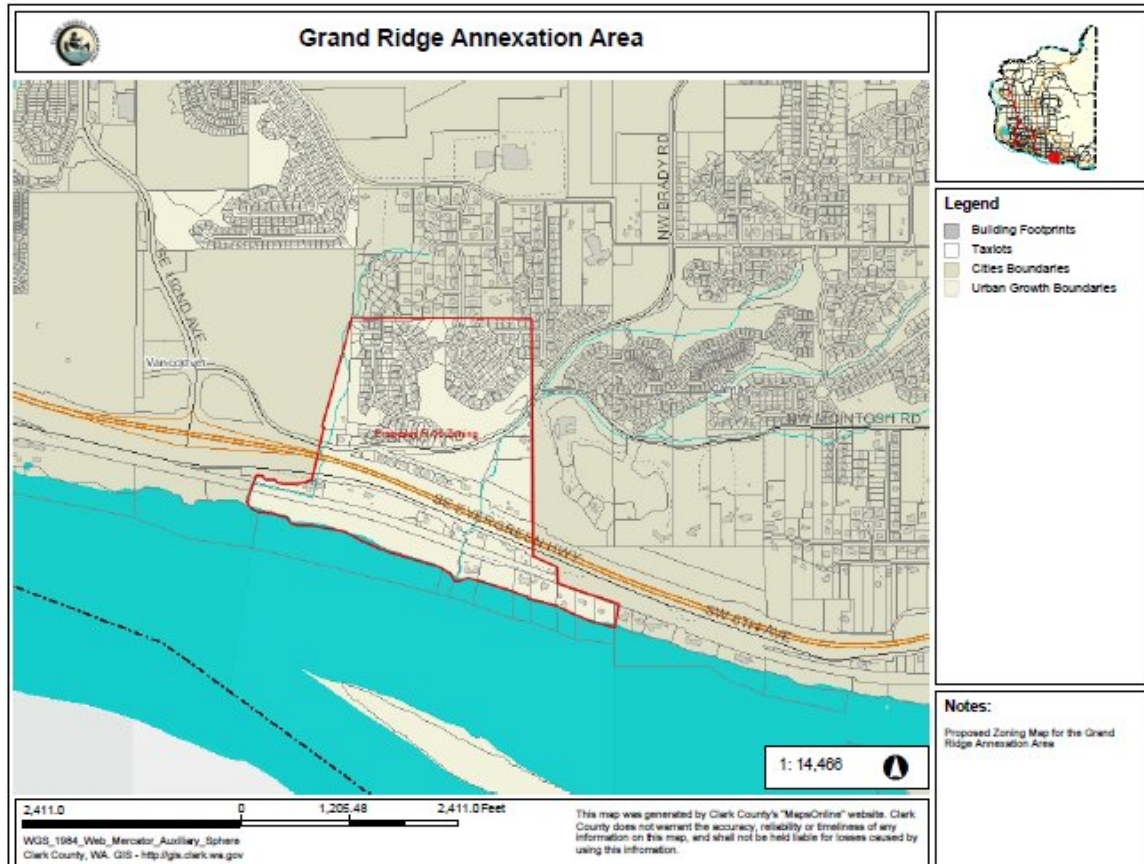
1. Existing Comprehensive Plan Map
2. Existing Zoning Map
3. Proposed Zoning Map

Current Zoning Designation Abutting the Grand Ridge Annexation Area



Zoning Residential	
	R-20
	R-15
	R-12
	R-10
	R-7.5
	R-6
	R-5

Ex. 3 (Proposed zoning of R-15 for highlighted area)





CITY OF CAMAS STAFF REPORT

To: City Council
From: Robert Maul, Planning Manager
Date: September 8th, 2015
Proceeding Type: Public Hearing / Motion
Subject: Grand Ridge Annexation (ANNEX14-04)
60% Petition to Annex

Legislative History:

- | | |
|-----------------------|----------------------------------|
| • First Presentation: | May 4 th , 2015 |
| • Public Hearing: | September 8 th , 2015 |
| • Adopt Ordinance: | TBD |
-

Background:

In adopting the 2015/2016 budget, the City Council had anticipated the annexation of two geographic areas located within the Urban Growth Boundary for the City of Camas. The two areas are geographically separate from one another, albeit relatively close to one another. Staff has developed a work plan for the two areas and has focused in on what is referred to as the Grand Ridge area for the first effort (please see Figure 1).

There are currently ten different methods of annexation for Code Cities outlined in RCW 35A.14. The most expeditious method would have been the interlocal method whereby the city, county and affected fire districts would enter into an agreement to annex the area. A letter went out to Clark County dated December 14th, 2014 addressed to the County Administrator requesting participation in an interlocal agreement. The County Councilors chose not to enter into such an agreement and advised city staff to that effect in January 2015.

Staff then began to work on the direct petition method of annexation as it is the most commonly used annexation tool used in the state and most applicable in this case. The petition method first requires an initial notice of intent to annex by gathering signatures that represent 10% in value for the area to be annexed. As per RCW 35.13.125, the City Council is required to meet with the initiating parties and will discuss the following:

1. Whether the City will accept, reject, or geographically modify the proposed annexation;
2. Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330, and RCW 35A.14.340); and
3. Whether it will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

The City Council met on May 4th, 2015 to discuss the 10% notice of intent to annex and geographically modified the boundary to exclude the Grand Ridge subdivision itself, but all of the land south of SE Brady Road extending to the Columbia River (See figure 2). The modified area includes approximately 92 acres of comprised of 35 parcels and 53 residents. The total valuation for the modified area is \$18,818,660. The needed valuation for 60% is \$11,291,196.

After the May 4th City Council meeting staff proceeded to collect 11 signed petitions totaling \$11,323,640, which is just a little over 60% in valuation. The Clark County Assessor certified the petitions on August 13th, 2015.

Figure 1: Proposed Grand Ridge Annexation Area

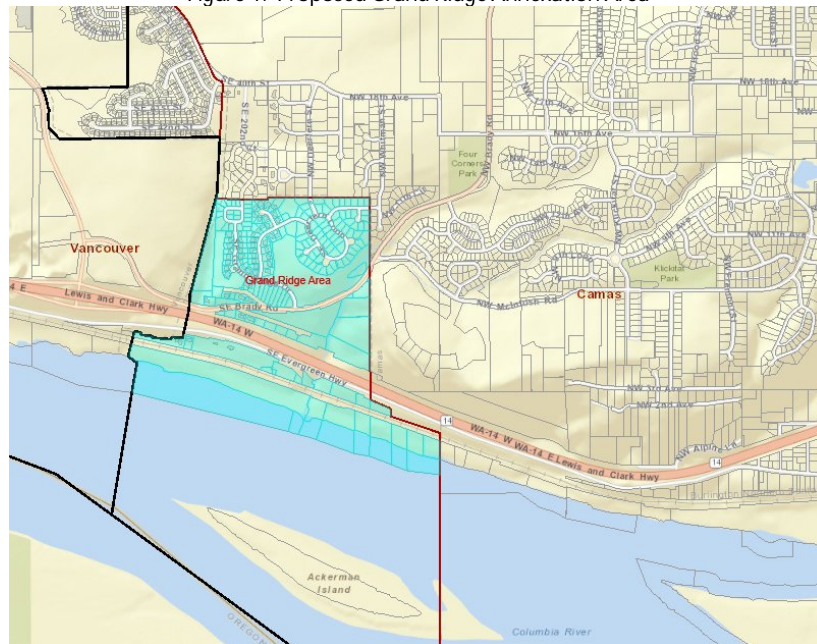
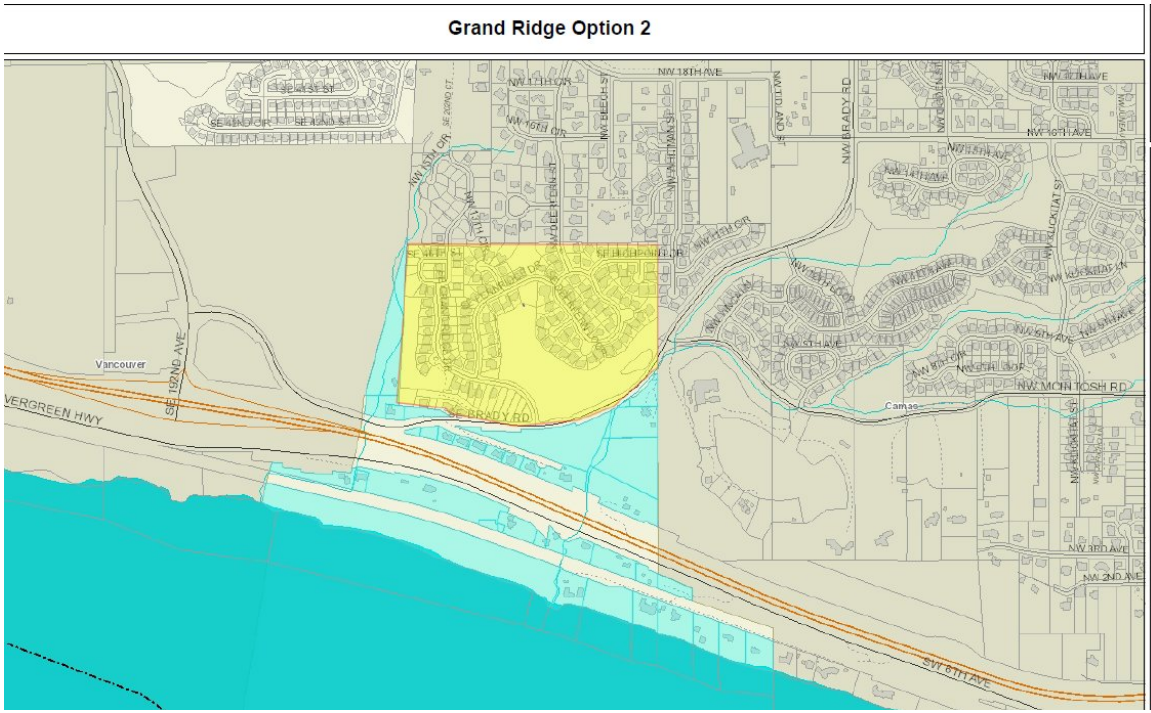


Figure 2: Modified annexation boundary



Recommendation:

Staff recommends that Council conduct a public hearing, take public testimony, deliberate and take action.

Options:

Option	Results
<ul style="list-style-type: none"> Approved the annexation and direct the City Attorney to return with an adoptive Ordinance. 	<p>Staff will return with an adoptive ordinance thereby annexing the area into the city limits of Camas.</p>
<ul style="list-style-type: none"> Take no action 	<p>The annexation will not move forward and the area will remain in unincorporated Clark County.</p>

Motion:

Move to approve the Grand Ridge Annexation (Annex14-04) and direct the City Attorney to return with an adoptive Ordinance.



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Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

The legal description is as follows (please attach copies of quarter section maps with parcels indicated):

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Parcel #	Sign & Print Name	Address	Date Signed
130	William Lyons <i>W Lyons</i>	4612 SE Fremont Ave	3/28/2015
125662060			

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.



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The legal description is as follows (please attach copies of quarter section maps with parcels indicated):

Three horizontal lines for providing a legal description of the property.

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Table with 4 columns: Parcel #, Sign & Print Name, Address, Date Signed. Contains handwritten entry for parcel 125603000 signed by Paul T. Egan at 20709 SE Evergreen Hwy on 2-25-15.

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.



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The legal description is as follows (please attach copies of quarter section maps with parcels indicated):

Empty lines for legal description and map attachments.

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Table with 4 columns: Parcel #, Sign & Print Name, Address, Date Signed. Contains handwritten entry for parcel 125662166, signed by Angelina Case-Stott at 4523 SE 202nd Ave on 2/25/15.

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.



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Parcel #	Sign & Print Name	Address	Date Signed
125606062	Migmar Gyalmb <i>[Signature]</i>	20719 SE High Pointe Dr	2/25/15
		20719 ^A	

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.



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Parcel #	Sign & Print Name	Address	Date Signed
125613000	SALEJA, LLC RIBERT S. RONDEAU MANAGER: <i>[Signature]</i>	20830 SE EVERGREEN WAY	2/25/15
	ALSO 2.1 ACRES TO WEST - CLOSED LAST WEEK	CAMAS 98607	

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.



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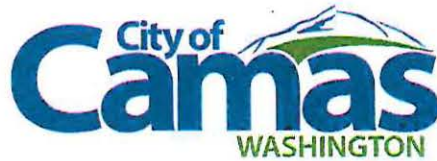
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The legal description is as follows (please attach copies of quarter section maps with parcels indicated):

125609-000 125615-000 125660-000 125666-000

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Parcel #	Sign & Print Name	Address	Date Signed
125609-000 125615-000	Guy B Pope	20801 SE Brady Rd. CAMAS, WA	3-1-2015
125660-000 125666-000	<i>Guy B Pope</i>	98607	

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.



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The legal description is as follows (will be provided):

GRAND RIDGE PH 1 LOT 13 SUB 2000

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Table with 4 columns: Parcel #, Sign & Print Name, Address, Date Signed. Row 1: 129462024, JOHN HANAS, 20026 SE DEERFERN LOOP, 3/6/15

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The legal description is as follows (will be provided):

Three horizontal lines for providing the legal description of the property.

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Table with 4 columns: Parcel #, Sign & Print Name, Address, Date Signed. Row 1: 125606080, Charles Jony, 207205E Highpointe Dr, 3-6-15.

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.



**10% NOTICE OF INTENT
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The legal description is as follows (will be provided):

-Grand Ridge PH 2 lot 35 Sub 2002

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Parcel #	Sign & Print Name	Address	Date Signed
125606070	 Joe Min LI	4607 SE Autumn Ct - CAMAS, WA 98607	03/06/12

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.



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The legal description is as follows (please attach copies of quarter section maps with parcels indicated):

Grand Ridge PH2 Lot 38 SUB 2002

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Parcel #	Sign & Print Name	Address	Date Signed
1256060	Paul C. Featherstone	20804 SE Highpointe Drive	02-06-15
76	Paul C. Featherstone	Camas, WA 98607	

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.



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The legal description is as follows (will be provided):

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Parcel #	Sign & Print Name	Address	Date Signed
125606074 PH2 LOT37	 Lanie Kim	4603 SE Autumn Ct. Camas WA 98607	03/16/2015
125606074 PH2 LOT37	 Minjung Kim	4603 SE Autumn Ct. Camas WA 98607	03/16/2015

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The legal description is as follows (please attach copies of quarter section maps with parcels indicated):

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Parcel #	Sign & Print Name	Address	Date Signed
92231016	<i>Anthony Wei</i> Anthony Wei	20529 SE Brady Road, Camas 98607	3/15/15
"	<i>Hwa-Ming Hsiang</i> Hwa-Ming Hsiang	" "	"

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.



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The legal description is as follows: (Parcel number 125642-000 / #55 of Joel Knight DLC .73A) (Parcel 126935-000 / #1 lot 3 Sec 8 T1N R3EWM .77A) (Parcel number 126940-000 / #6 Sec 8 T1N R3EWM .36A)

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Table with 4 columns: Parcel #, Sign & Print Name, Address, Date Signed. It lists three parcels with their respective owners' signatures and print names, addresses, and signing dates (3-18-15).

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.



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A legal description will be required for the entire annexation area at time of formal petition submittal.

****The City Council requires assumption of existing city indebtedness by the area to be annexed****

Yes No

****The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed****

Yes No

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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
92231016	<i>Fuller Wes</i>	20529 SE Brady Rd Camas, WA 98607	7/23/15	<i>X</i>	



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Yes No

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Yes No

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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
92231002	<i>Brenda Christina</i> Brenda Christina	20201 SE Brady Rd Camas, WA 98607	7/21/15	✓	✓
	<i>Richard</i> Richard	" "	7/22/15	✓	✓
	<i>Christine</i> Christine				



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Yes No

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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
127155005	<i>Dale E Anderson</i> Dale E Anderson	21119 SE EVERGREEN HWY, CAMAS, 98607	6-14-15	✓	
125614000	<i>Dale E Anderson</i> Dale E Anderson	20705 SE EVERGREEN HWY, CAMAS, 98607	6-14-15	✓	
127155000	<i>Dale E Anderson</i> Dale E Anderson	21111 SE EVERGREEN HWY, CAMAS, 98607	6-14-15	✓	



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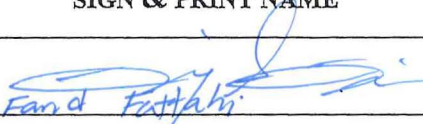
****The City Council requires assumption of existing city indebtedness by the area to be annexed****

Yes No

****The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed****

Yes No

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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
126943000	 Farid Fattahi	19914 SW Brady rd Camas 98607	7/18/15	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



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****The City Council requires assumption of existing city indebtedness by the area to be annexed****

Yes No

****The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed****

Yes No

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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
92231008	Bruce Cassidy Bruce CASSIDY	20315 S.E. BRADY Rd CAMAS, WA 98607	7-18-15	✓	✓



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Yes No

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Yes No

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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
125603000	 Paul Egan	20709 SE Evergreen ^{Way}	7-18-15	yes	yes



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Yes No

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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
125609000	<i>Guy B Pope</i> Guy B POPE	NO SITE ADDRESS	<i>May 14, 2015</i>	<i>yes</i>	<i>yes</i>
125615000	<i>Guy B Pope</i> Guy B POPE	20801 SE BRADY RD, CAMAS, 98607	<i>May 14, 2015</i>	<i>yes</i>	<i>yes</i>
125666000	<i>Guy B Pope</i> Guy B POPE	NO SITE ADDRESS	<i>May 14, 2015</i>	<i>yes</i>	<i>yes</i>
125660000	<i>Guy B Pope</i> Guy B POPE	NO SITE ADDRESS	<i>May 14, 2015</i>	<i>yes</i>	<i>yes</i>





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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
12561 3000	<i>Robert S. Rondeau</i> ROBERT S. RONDEAU	20830 SE EVERGREEN HWY CAMAS, WA 98607	5/12/15	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
986035845	<i>Robert S. Rondeau</i> ROBERT S. RONDEAU	NEXT DOOR TO WEST - NO ADDRESS	5/12/15	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



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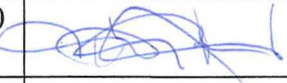
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Yes No

****The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed****

Yes No

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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
125654000	 P O Groeneveld	20111 SE EVERGREEN HWY, CAMAS, 98607	05/20/2015	yes	yes



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126940-000	Jada Z. Prane, Jada Z. Prane Rick C. Woolfe, Rick C. Woolfe	20008 SE BRADY ROAD, CAMAS, WA 98607	5-7-15 6-7-15	X X	
126935-000	Jada Z. Prane, Jada Z. Prane Rick C. Woolfe, Rick C. Woolfe	19910 SE BRADY ROAD, CAMAS, WA 98607	5-7-15 5-7-15	X X	
125642-000	Jada Z. Prane, Jada Z. Prane Rick C. Woolfe, Rick C. Woolfe	NO SITE ADDRESS	5-7-15 5-7-15	X X	

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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED
125639000	<i>Gary L. Brown</i> GARY L. BROWN	20503 SE EVERGREEN HWY, CAMAS, 98607	21 MAY 2015
	<i>Barbara L. Brown</i> BARBARA L. BROWN	"	21 MAY 2015



proud past, promising future

CLARK COUNTY
WASHINGTON

DEPARTMENT OF ASSESSMENT

Peter Van Nortwick, Assessor

August 13, 2015

Robert Maul
City of Camas
616 NE 4th Ave
Camas, WA 98607

Dear Mr. Maul:

You will find enclosed the Certification of Sufficiency of the petition for annexation of land to the City of Camas: Grand Ridge Annexation.

Please contact me should you have any questions regarding this annexation.

Sincerely,

Peter Van Nortwick
Clark County Assessor

Encls.

Certification of Sufficiency
Grand Ridge Annexation

The City of Camas on July 27, 2015, submitted for review by Clark County Assessor, a petition to annex to the City, approximately 92.75 acres of land known as the Grand Ridge Annexation. Subject to the requirements of RCW 35A.01.040, I now certify the following in my capacity as Clark County Assessor:

1. On July 27, 2015 the City of Camas submitted for certification by the Clark County Assessor a petition to annex to the City 35 parcels of land and associated road and public utility rights-of-way, totaling approximately 92.75 acres.
2. The legal description and map of the area proposed for annexation, as provided by the City, are attached to this certification. According to the map provided by the City, this area is located in unincorporated Clark County and within the urban growth boundary.
3. The City is completing annexation pursuant to the direct petition method of annexation, RCW 35A.14.120 through RCW 35A.14.150.
4. The Clark County Assessor initiated determination of petition sufficiency on August 13, 2015 which is the "terminal date" as defined in RCW 35A.01.040.
5. The area proposed for annexation has a certified annexation value for general taxation of \$18,818,660.
6. Petition signatures provided by the City represent valid signatures of a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area. This review did not address the legal sufficiency of any proxy or utility covenant, only the sufficiency of the presence of signatures thereon.

Therefore, based on the petition certification request and supporting materials submitted by the City, I hereby declare and certify that the petition represents the affirmative consent of properties totaling more than 60% of the value according to the assessed valuation for general taxation purposes of the property proposed for annexation.

Given under my hand and seal this August 13, 2015.



Peter Van Nortwick
Clark County Assessor

Legal Description for the City of Camas
Grand Ridge Annexation Area

May 11, 2015

A parcel of property in the Joel Knight and the Lafayette Durgan Donation Land Claims and being a portion of Section 8, Township 1 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northeast corner of Grand Ridge Phase 2, a subdivision recorded in Book 310 at Page 854, Clark County records;

THENCE South $88^{\circ} 19' 36''$ West along the North line of said Grand Ridge Phase 2 a distance of 556.62 feet to an angle point in said North line;

THENCE North $00^{\circ} 32' 18''$ West along said North line 41.49 feet;

THENCE North $89^{\circ} 02' 51''$ West along said North line 49.53 feet;

THENCE South $01^{\circ} 52' 08''$ West along said North line 34.62 feet to the North line of Grand Ridge Phase 1, a subdivision recorded in Book 310 at Page 590, Clark County records;

THENCE South $88^{\circ} 05' 40''$ West along the North line of said Grand Ridge Phase 1 a distance of 718.98 feet to an angle point in said North line and the East boundary of that annexation parcel described in City of Camas Ordinance 2435, approved January 3, 2006;

THENCE South $00^{\circ} 42' 41''$ East along said North line and said East boundary 27.00 feet to a the South line of said annexation parcel;

THENCE North $89^{\circ} 45' 44''$ West along said North line, the South line of Breckenridge, a subdivision recorded in Book 311 at Page 715, Clark County records and following the South line of said annexation parcel 659. 52 feet, more or less, to the West line of the Joel Knight Donation Land Claim;

THENCE North $01^{\circ} 56' 30''$ East along said West line and the West line of said annexation parcel 79.33 feet, more or less, to the North corner of the Saranchuk tract as described in that document recorded under Auditor's File No. 3826894, Clark County records, said North corner being on the East line of the "124 acre 192nd Avenue/ Washington State Department of Transportation" annexation parcel described in City of Vancouver Ordinance M-3707;

THENCE South $13^{\circ} 38' 06''$ West along the East line of said annexation parcel boundary 1326.93 feet to a point on the South line of the Northwest of said Section 8;

THENCE North $88^{\circ} 54' 13''$ West along said South line and following the boundary of said annexation parcel 99 feet, more or less, to the an angle point in the Easterly boundary line of said annexation parcel;

THENCE Southwesterly, along said Easterly boundary line 600 feet, more or less, to the South right of way line of State Route 14;

THENCE Westerly, along said South right of way line and along the South boundary of said annexation parcel 700 feet, more or less, to the East line of the "330 -Acre Columbia River Annexation" parcel described in City of Vancouver Ordinance M-3949;

THENCE Southwesterly, along said East line 400 feet, more or less to the ordinary high water line of the Columbia River;

THENCE Easterly, along said ordinary high water line 4100 feet, more or less, to the East line of the Southeast quarter of said Section 8;

THENCE North, along the East line of said Southeast quarter 250 feet, more or less, to the South right of way line of the Burlington Northern Railroad;

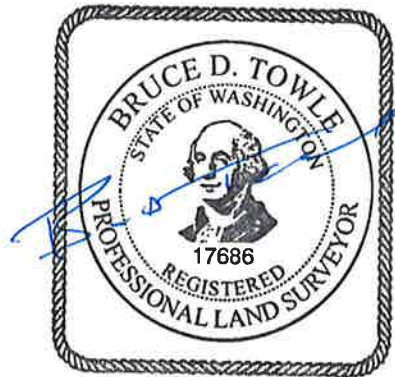
THENCE Westerly, along said South right of way line and along the South boundary of that annexation parcel described per City of Camas Ordinance Number 1531 a distance of 650 feet, more or less, to an angle point in said annexation parcel's boundary;

THENCE North, along said annexation parcel boundary per said Ordinance 1531 a distance of 205.33 feet to the South right of way line of State Route 14;

THENCE Westerly, along said South right of way line and along said annexation parcel boundary per said Ordinance 1531 a distance of 300 feet, more or less, to the West line of said Lafayette Durgan Donation Land Claim;

THENCE North along the West line of said Durgan Donation land Claim and along said annexation boundary per said Ordinance 1531 a distance of 1600 feet, more or less, to the Southerly line of Brady Road;

THENCE North along the West line of said Durgan Donation land Claim and the East line of said Grand Ridge Phase 2 a distance of 900 feet, more or less, to the POINT OF BEGINNING.



5/13/15

RESOLUTION NO. 15-011

A RESOLUTION establishing a two-hour parking limit on Camas public school days for the period of 7:00 a.m. to 3:00 p.m. for that portion of NE 38th Avenue, from NE Franklin Street east to 120 feet east of NE Ione Street.

WHEREAS CMC 10.08.040 authorizes the City Council to prohibit parking on designated streets within the City, and

WHEREAS the clear majority of the residents on NE 38th are in favor of a two-hour parking limit on school days from 7:00 a.m. to 3:00 p.m., and

WHEREAS the City Council finds that said improvements will promote safety,

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

Section I

For that portion of NE 38th Avenue, from NE Franklin Street east to 120 feet east of NE Ione Street, parking shall be limited to two hours for the period between 7:00 a.m. to 3:00 p.m. on Camas public school days.

Section II

The City Engineer is directed to erect the necessary signs giving notice of the new parking restrictions.

Section III

This resolution shall be effective upon the erection of new signs by the City Engineer.

ADOPTED by the Council of the City of Camas and approved by the Mayor this _____ day of _____, 2015.

SIGNED: _____

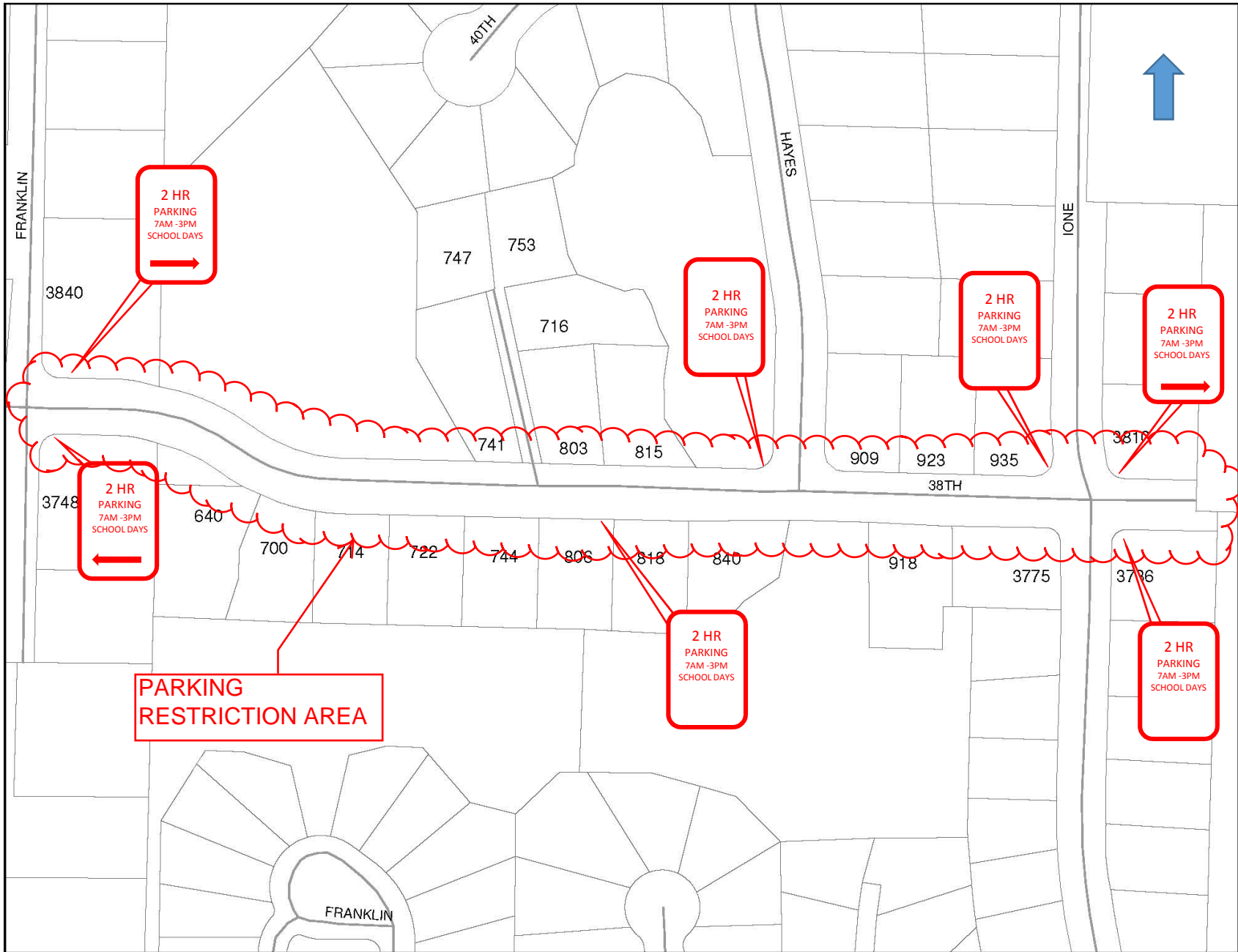
Mayor

ATTEST: _____

Clerk

APPROVED as to form:

City Attorney



ORDINANCE NO. 15-014

AN ORDINANCE amending Chapter 8.58 of the Camas Municipal Code, revising the dates and times for fireworks sales and discharge in the City of Camas and authorizing the Mayor to prohibit fireworks discharge during times of extreme fire danger.

WHEREAS, Chapter 70.77 RCW, the State Fireworks Law, governs the purchase, sale, and discharge of fireworks; and

WHEREAS, RCW 70.77.250(4) permits cities to adopt ordinances with stricter regulations of fireworks than state law, provided such ordinances may not have an effective date sooner than one year after their adoption; and

WHEREAS, the City has previously adopted Chapter 8.58 to the Camas Municipal, entitled “Fireworks,” and the City Council desires to adopt additional regulations revising the dates and times for fireworks discharge in the City of Camas and to further authorize the Mayor to prohibit fireworks discharge during times of extreme fire danger;

NOW, WHEREFORE, THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

Camas Municipal Code, Section 8.58.020 – **Restriction on Times for Sale and Discharge of Fireworks**, is hereby amended to provide as follows:

CMC 8.58.020 – Restriction on Times for Sale and Discharge of Fireworks.

The sale, purchase and discharge of consumer fireworks shall not be permitted at any time except during the following times and dates:

A. Consumer fireworks may be purchased and sold within the City of Camas only between the hours of 9:00 a.m. and 11:00 p.m. on July 2nd and 3rd of any year; between the hours of 9:00 a.m. and 12:00 midnight on July 4th of any year; between the hours of 9:00 a.m. and 9:00 p.m. on July 5th of any year; and only between the hours of 12:00 noon and 11:00 p.m. on December 29th through December 31st of any year; and

ORDINANCE NO. 15-014

B. Consumer fireworks may be discharged within the City of Camas only between the hours of 9:00 a.m. and 12:00 midnight on July 4th of any year; and between the hours of 6:00 p.m. on December 31 and 1:00 a.m. on January 1 of the subsequent year.

Section II

A new Section 8.58.025 of the Camas Municipal Code, entitled **Emergencies – Restrictions on Use**, is hereby added to the Camas Municipal Code to provide as follows:

CMC 8.58.025 – Emergencies - Restrictions on Use.

The Mayor, after consulting with the Fire Chief, Fire Marshal, and other officials as may be deemed appropriate, may prohibit the discharge of all fireworks during periods of extreme fire danger. For the purposes of this Chapter, the term “extreme fire danger” shall mean a period of hot, dry weather, accompanied by low fuel moistures. It is during this period that wild land fires can be expected, and fire growth will be accelerated.

Section III

This ordinance shall take force and be in effect one (1) year from and after its passage and publication as provided by law.

PASSED BY the Council and APPROVED by the Mayor this ____ day of _____, 2015.

SIGNED: _____
Mayor

SIGNED: _____
Clerk

APPROVED as to form:

City Attorney