

CITY COUNCIL REGULAR MEETING AGENDA Monday, November 4, 2019, 7:00 PM City Hall, 616 NE 4th Avenue

NOTE: For both public comment periods - come forward when invited; state your name and address; limit comments to three minutes. Written comments can be given to the City Clerk. If it is a public hearing or a quasi-judicial matter, special instructions will be provided.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENTS
- V. CONSENT AGENDA
 - A. October 21, 2019 Camas City Council Regular and Workshop Meeting Minutes
 - October 21, 2019 City Council Workshop Meeting Minutes Draft
 October 21, 2019 City Council Regular Meeting Minutes Draft
 - B. Automated Clearing House and Claim Checks Approved by Finance Committee
 - C. Shoreline Master Program Grant Agreement (Submitted by Sarah Fox)
 - Shoreline Master Program Grant Agreement

NOTE: Consent Agenda items may be removed for general discussion or action.

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

A. Mayor Announcements

VIII. MEETING ITEMS

A. Ordinance No. 19-012 Camas Municipal Code (CMC) Amendments Titles 9, 12, 17 and 18

Presenter: Robert Maul, Planning Manager

Ordinance No. 19-012 CMC Amendments

Exhibit A

B. Resolution No. 19-014 2019 Water System Plan Update Presenter: Sam Adams, Utilities Manager

Staff Report

Resolution No. 19-014 2019 Water System Plan Update

Final Executive Summary

IX. PUBLIC COMMENTS

X. ADJOURNMENT

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



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT Monday, October 21, 2019, 4:30 PM City Hall, 616 NE 4th Ave

I. CALL TO ORDER

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

II. ROLL CALL

Present: Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve

Hogan and Deanna Rusch

Excused: Melissa Smith

Staff: Bernie Bacon, Phil Bourquin, Pete Capell, James Carothers, Catrina Galicz, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Nick Swinhart, Connie Urquhart, Steve Wall, Allen Westersund and Madora Doremus (intern)

Press: No one from the press was present

III. PUBLIC COMMENTS

No one from the public wished to speak.

IV. ITEMS REMOVED FROM THE AGENDA

A. Camas Municipal Code Amendment - Move Parks and Recreation Commission Meeting Location

Presenter: Jerry Acheson, Parks and Recreation Manager

Ordinance Amending Section 2.28

Chapter 2.28 Parks & Recreation Commission Amendments

This item was pulled from the agenda in order to be discussed at the next Parks and Recreation Commission meeting.

V. WORKSHOP TOPICS

A. Downtown Camas Association (DCA) Update
Presenters: Caroline Mercury, DCA Board President and Randy Curtis, DCA Board
Vice President

DCA Update

Mercury and Curtis provided an update to City Council about the DCA.

B. 2020 Community Development Block Grant (CDBG) Application Presenter: James Carothers, Engineering Manager

CDBG Application Staff Report CDBG Presentation

This item will be placed on the November 18, 2019 Regular Meeting Agenda for Council's consideration, following a public hearing.

C. Community Development Miscellaneous and Updates

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

Presenter: Phil Bourquin, Community Development Director

Bourquin commented about CDBG programs.

D. Public Works Miscellaneous and Updates

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

Presenter: Steve Wall, Public Works Director

Wall updated Council about the Pavement Preservation and Lacamas Creek Pump Station projects.

E. Camas Municipal Code Update - Sports and Recreation Equipment in Roadway Presenter: Pete Capell, City Administrator

CMC Chapter 8.06.040 Public Nuisances
Draft Ordinance Amending CMC Chapter 8.06.040

This item will be placed on the November 4, 2019 Regular Meeting Agenda for Council's consideration.

F. City Administrator Miscellaneous Updates and Scheduling

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

Presenter: Pete Capell, City Administrator

Capell commented about the CDBG program. Capell attended the Clark County Transportation Alliance and Clark Regional Emergency Services Association (CRESA) meetings, and stated that he will attend the Columbia River Economic Development Council (CREDC) Fall Luncheon. Capell invited the Council Members to help hand candy out at Boo Bash. Capell stated that the Camas Washougal Economic Development Association (CWEDA) will be meeting to discuss Economic Development in the region.

VI. COUNCIL COMMENTS AND REPORTS

Rusch will not attend the Parks and Recreation Commission Meeting.

Carter will attend the Lake Road and Everett Street Landscaping Committee meeting.

Hogan attend the Georgia Pacific Advisory Committee (GPAC) meeting and will attend the Washington State University (WSU) Roadmap to Washington's Future presentation.

Anderson attended the Ward 3 meeting and will attend the 2019 Association of Washington's Cities (AWC) Annual Conference in Vancouver.

Burton attended the Ward 3 meeting and commented about the League of Women Voters event.

Chaney attended the School-City Meeting and commented about the Port of Camas-Washougal Waterfront Development meeting Tuesday at the Port Office.

Turk commented about the Camas Public Library National Coming Out Day event and about the Camas-Washougal Fire Department Master Plan.

Hogan commented about the Lacamas Lake water quality and Wall responded.

VII. PUBLIC COMMENTS

Wayne Pattison, 2919 SE 2nd AVE Camas, commented about the Port of Camas-Washougal meeting and about Proposition No. 2.

Chief Lackey commented about City employees ongoing fund-raising efforts.

VIII. ADJOURNMENT

The meeting adjourned at 5:40 p.m.

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



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT Monday, October 21, 2019, 7:00 PM City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve

Hogan and Deanna Rusch

Excused: Melissa Smith

Staff: Bernie Bacon, Phil Bourquin, Pete Capell, Jennifer Gorsuch, Lauren Hollenbeck, Cathy Huber Nickerson, Shawn MacPherson, Robert Maul, Madeline Sutherland, Connie Urquhart, Steve Wall and Madora Doremus (intern)

Press: No one from the press was present

IV. PUBLIC COMMENTS

Margaret Tweet, 2715 NW 34th Circle, commented about the proposed aquatics center.

V. CONSENT AGENDA

- A. October 7, 2019, Camas City Council Regular and Workshop Meeting Minutes
 - October 7, 2019 Council Workshop Minutes draft
 October 7, 2019 Council Regular Minutes draft
- B. \$1,062,413.28 Automated Clearing House and Claim Checks Numbered 142269 to 142408
- C. \$3,110,008.89 Bid Award to Tapani, Inc. for Lacamas Creek Sanitary Sewer Pump Station Improvements Project (Submitted by James Carothers)
 - Bid Tabulation for Lacamas Creek Pump Station
- D. Crown Park Municipal Pool Removal Project Completion Acceptance (Submitted by James Carothers)
 - **Orown Park Pool Removal Final Pay Estimate**

E. NW Larkspur Street Improvements Project Completion Acceptance (Submitted by James Carothers)

NW Larkspur Final Pay Estimate

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

VI. NON-AGENDA ITEMS

A. Staff

There were no items from staff.

B. Council

Hogan commented about Boo Bash.

VII. MAYOR

A. Mayor Announcements

Mayor Turk had no announcements.

B. Extra Mile Day Proclamation

Extra Mile Day Proclamation

Mayor Turk proclaimed November 1, 2019, as Extra Mile Day in the City of Camas.

VIII. MEETING ITEMS

A. Ordinance No. 19-010 New Cingular Wireless PCS, LLC (d/b/a AT&T) Franchise Agreement

Presenter: Steve Wall, Public Works Director

Ø Ordinance 19-010 New Cingular Wireless Franchise

It was moved by Council Member Carter, and seconded, that Ordinance No. 19-010 be read by title only. The motion carried unanimously.

It was moved by Council Member Carter, and seconded, that Ordinance No. 19-010 be adopted and published according to law. The motion carried unanimously.

B. Ordinance No. 19-011 New Cingular Wireless PCS, LLC (d/b/a AT&T) License Agreement

Presenter: Steve Wall, Public Works Director

Ordinance 19-011 New Cingular Wireless License Agreement

It was moved by Council Member Carter, and seconded, that Ordinance

No. 011 be read by title only. The motion carried unanimously.

It was moved by Council Member Carter, and seconded, that Ordinance No. 011 be adopted and published according to law. The motion carried unanimously.

C. Camas Municipal Code Amendments

Presenters: Robert Maul, Planning Manager and Lauren Hollenbeck, Senior Planner

Staff Report

Draft Amendments

Code Update Presentation

Mayor Turk opened and closed the public hearing at 7:19 p.m. No one from the public wished to comment.

It was moved by Council Member Chaney, and seconded, to approve amendments to the Camas Municipal Code, to Titles 9, 12, 17 and 18 with that portion of the Camas Municipal Code 18.17.050, which regarding fencing, will be remanded to the Planning Commission for consideration and direct the City Attorney to prepare an ordinance to bring back to a future Council Meeting for consideration. The motion carried unanimously.

IX. PUBLIC COMMENTS

Margaret Tweet, 2715 NW 34th Circle, commented about the proposed aquatics center.

X. ADJOURNMENT

The meeting adjourned at 7:29 p.m.

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



Agreement No. SEASMP-1921-Camas-00003

SHORELANDS SHORELINE MASTER PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF CAMAS

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Camas, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title: Shoreline Master Program – Periodic Review

Total Cost: \$22,400.00

Total Eligible Cost: \$22,400.00

Ecology Share: \$22,400.00

Recipient Share: \$0.00

The Effective Date of this Agreement is: 07/01/2019

The Expiration Date of this Agreement is no later than: 06/30/2021

Project Type: Periodic Review of the Shoreline Master Program

Project Short Description:

The RECIPIENT will conduct a periodic review of the Shoreline Master Program (SMP) that is developed in a manner consistent with requirements of the Shoreline Management Act (SMA), RCW 90.58, and its implementing rules, WAC 173-26, including the Shoreline Master Program Guidelines (SMP Guidelines).

Project Long Description:

The purpose of the Shoreline Master Program periodic review is to (a) assure that the master program complies with applicable law and SMP Guidelines in effect at the time of the review, and (b) assure consistency of the master program with the local government's comprehensive plan and development regulations adopted under chapter RCW 36.70A, if applicable. Local governments should also consider amendments needed to address changed circumstances, new information, or improved data.

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

Please note: Beyond the scope of this agreement, the RECIPIENT will continue the SMP formal adoption process as stated in the SMA and WAC 173-26. Work related to these activities and formal adoption by the local governing body is eligible for reimbursement under this grant, provided it is completed by June 30, 2021. The adoption process includes the activities shown below.

1. Complete SEPA review and documentation

Conduct SEPA review pursuant to the State Environmental Policy Act (RCW 43.21C).

2. Provide GMA 60-day notice of intent to adopt

For local governments planning under the Growth Management Act, notify ECOLOGY and the Department of Commerce of intent to adopt the SMP amendment at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106.

3. Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP or Findings of Adequacy, consistent with the requirements of WAC 173-26-100 or WAC 173-26-104.

4. Prepare a responsiveness summary

Prepare a summary responding to all comments received during the public hearing and the public comment period. The names and mailing addresses of all interested parties providing comment shall be compiled.

5. Adopt SMP and submit to ECOLOGY

Complete the adoption process for the SMP update under either WAC 173-26-100 or WAC 173-26-104 and submit the locally-adopted Draft SMP amendment or Findings of Adequacy and Periodic Review Checklist to ECOLOGY under WAC 173-26-110.

Overall Goal:

Periodic Review Checklist and final draft SMP amendment or Findings of Adequacy.

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

RECIPIENT INFORMATION

Organization Name: City of Camas

Federal Tax ID: 91-6001233 DUNS Number: 103021895

Mailing Address: 616 NE 4th Ave

Camas, Wa 98607

Physical Address: 616 NE 4th Ave

Camas, Washington 98607

Contacts

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

Project Manager	Sarah Fox Senior Planner 616 NE 4th Ave
	Camas, Washington 98607 Email: sfox@cityofcamas.us Phone: (360) 834-2462
Billing Contact	Leona Langlois Accountant 616 NE 4th Ave Camas, Washington 98607 Email: llanglois@cityofcamas.us Phone: (360) 817-7022
Authorized Signatory	Jennifer Gorsuch Administrative Services Director 616 NE 4th Ave Camas, Washington 98607 Email: jgorsuch@cityofcamas.us Phone: (360) 834-2462

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

ECOLOGY INFORMATION

Mailing Address: Department of Ecology

Shorelands

PO BOX 47600

Olympia, WA 98504-7600

Physical Address: Shorelands

300 Desmond Drive SE Lacey, WA 98503

Contacts

Project	Kim Van Zwalenburg
Manager	
	PO Box 47775
	Olympia, Washington 98504-7775
	Email: kvan461@ecy.wa.gov
	Phone: (360) 407-6520
	Amy Krause
Financial	
Manager	
	PO Box 47600
	Olympia, Washington 98504-7600
	Email: amkr461@ecy.wa.gov
	Phone: (360) 407-7107

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State Department of Ecology		City of Camas	
By:		By:	
Gordon White	Date	Jennifer Gorsuch	Date
Shorelands		Administrative Services Director	
Program Manager			

Template Approved to Form by Attorney General's Office

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

Shannon Turk	
Mayor	Date

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

SCOPE OF WORK

Task Number: 1 Task Cost: \$2,500.00

Task Title: 1. Project Oversight: Coordination, Management, and Administration

Task Description:

The RECIPIENT will provide necessary project oversight to complete the scope of work in compliance with this ECOLOGY agreement, which includes project coordination, project management, and project administration.

A. The RECIPIENT will coordinate with ECOLOGY throughout the SMP review process. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.

- B. The RECIPIENT will coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with other appropriate entities which may have useful information if necessary.
- C. The RECIPIENT will conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.
- D. The RECIPIENT will submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

<u>Task Expected Outcome:</u>

Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report. Properly maintained project documentation.

Recipient Task Coordinator: Sarah Fox

1. Project Oversight: Coordination, Management, and Administration

Number	Description	Due Date
1.1	Progress reports are due quarterly.	
1.2	Recipient Close Out Report	06/30/2021

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

SCOPE OF WORK

Task Number: 2 Task Cost: \$200.00

Task Title: 2. Secure Consultant Services, If Needed

Task Description:

If applicable, the RECIPIENT will:

A. Secure qualified consultant services

In accordance with the RECIPIENT or State of Washington procurement procedures, the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

Task Goal Statement:

To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

<u>Task Expected Outcome:</u>

If applicable, signed contract and sub-agreement with consultant(s).

Recipient Task Coordinator: Sarah Fox

2. Secure Consultant Services, If Needed

Number	Description	Due Date
2.1	Final signed consulting contract. Upload to EAGL per the date in the Deliverable Due Dates form.	
2.2	Update in quarterly progress report.	

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

SCOPE OF WORK

Task Number: 3 Task Cost: \$16,700.00

Task Title: 3. Public Participation

Task Description:

The RECIPIENT will:

A. Develop a Public Participation Plan

Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090. The public participation plan should include applicable local requirements such as planning commission review and formal hearings, as well as applicable state notice requirements.

B. Conduct public participation activities

Implement the public participation plan throughout the course of the SMP periodic review process.

Task Goal Statement:

To inform and involve all stakeholders in the SMP periodic review process.

<u>Task Expected Outcome:</u>

Continuous public participation activities throughout the SMP periodic review process.

Recipient Task Coordinator: Sarah Fox

3. Public Participation

Number	Description	Due Date
3.1	Public Participation Plan. Upload to EAGL per the date in the Deliverable Due Dates form.	
3.2	Updates of public involvement activities in progress reports.	

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

SCOPE OF WORK

Task Number: 4 Task Cost: \$2,000.00

Task Title:
4. Review Shoreline Master Program and Draft Revisions, If Needed

Task Description:

The RECIPIENT will:

- A. Review the SMP to determine if revisions are needed
- 1. Review amendments to chapter 90.58 RCW and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance. Ecology will provide a checklist of legislative and rule amendments to assist local governments with this review.
- 2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them. Document the consistency analysis to support proposed changes to the Shoreline Master Program or Findings of Adequacy.
- 3. Conduct additional analysis deemed necessary to address changing local circumstances, new information or improved data.
- B. Draft revised SMP goals, policies and regulations, or prepare Findings of Adequacy
- 1. Prepare amended goals and policies or regulations identified through the review process. Use the checklist to identify where in the SMP changes are made to address applicable statutory or regulatory changes.
- 2. Where the review conducted under Task 4A concludes no changes are necessary, prepare draft Findings of Adequacy.

Task Goal Statement:

To review the SMP to determine if changes are necessary, and revise the SMP if changes are deemed necessary.

<u>Task Expected Outcome:</u>

A completed Periodic Review Checklist documenting the initial staff review of the SMP, and either initial draft SMP amendments or draft Findings of Adequacy.

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

Recipient Task Coordinator: Sarah Fox

4. Review Shoreline Master Program and Draft Revisions, If Needed

Number	Description	Due Date
4.1	A Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review. Upload to EAGL per the date in the Deliverable Due Dates form.	
4.2	Initial draft SMP amendments or Findings of Adequacy and supporting documentation. Upload to EAGL per the date in the Deliverable Due Dates form.	

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

SCOPE OF WORK

Task Number: 5 Task Cost: \$500.00

Task Title: 5. Final Draft SMP or Findings of Adequacy

Task Description:

The RECIPIENT will:

A. Conduct public review process

Conduct a local public review process for the proposed Shoreline Master Program as provided in the SMA and WAC 173-26. Where amendments to the SMP are proposed they shall contain applicable shoreline goals, policies, or regulations with copies of any provisions adopted by reference. Where no changes are needed, the local process will include a formal Findings of Adequacy.

B. Assemble final draft amendment or Findings of Adequacy

Assemble a complete SMP final draft amendment in preparation for review and approval by the local jurisdictional governing body. Where the review determines that no changes are needed, the Recipient will prepare a formal Findings of Adequacy.

Task Goal Statement:

Complete a Shoreline Master Program final draft amendment or Findings of Adequacy.

Task Expected Outcome:

A Shoreline Master Program final draft amendment or Findings of Adequacy.

Recipient Task Coordinator: Sarah Fox

5. Final Draft SMP or Findings of Adequacy

Number	Description	Due Date
5.1	Updates of public review process activities in progress report.	
5.2	Submit an SMP final draft amendment or Findings of Adequacy, with relevant supporting documentation and a complete Periodic Review checklist. Upload to EAGL per the date in the Deliverable Due Dates form.	

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

SCOPE OF WORK

Task Number: 6 Task Cost: \$500.00

Task Title: 6. Public Shoreline Areas-Education and Outreach

Task Description:

The RECIPIIENT will:

- A. Produce a brochure or signage to assist the public in better identifying the location of public shoreline areas. The brochures will be distributed or signs installed at areas of public shoreline that are not that well known.
- B. Issue press release about the placement of the brochures or signage and the reason for them.

Task Goal Statement:

Promote community awareness of public shorelines and increase interest in participating in shoreline protection.

Task Expected Outcome:

Expect to increase participation in future updates to the SMP. Also, expect to decrease illegal or inadvertent modifications to the shoreline.

Recipient Task Coordinator: Sarah Fox

6. Public Shoreline Areas-Education and Outreach

Number	Description	Due Date
6.1	Produce a brochure or signage. Upload documentation to EAGL.	

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

BUDGET

Funding Distribution EG200317

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Environmental Legacy Stewardship Account (Funding Type: Grant Funding Effective Date: 07/01/2019 Funding Expiration Date: 06/30/2021

Funding Source:

Title: Environmental Legacy Stewardship Account (ELSA)

Type: State
Funding Source %: 100%

Description: Environmental Legacy Stewardship Account (ELSA)

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant?

Environmental Legacy Stewardship Account (ELSA)	Task Total	
1. Project Oversight: Coordination, Management, and Administration	\$	2,500.00
2. Secure Consultant Services, If Needed	\$	200.00
3. Public Participation	\$	16,700.00
4. Review Shoreline Master Program and Draft Revisions, If Needed	\$	2,000.00
5. Final Draft SMP or Findings of Adequacy	\$	500.00
6. Public Shoreline Areas-Education and Outreach	\$	500.00

Total: \$ 22,400.00

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Environmental Legacy Stewardship Account (ELSA)	0.00 %	\$ 0.00	\$ 22,400.00	\$ 22,400.00
Total		\$ 0.00	\$ 22,400.00	\$ 22,400.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Deliverable Due Date Form:

The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverable Due Date EAGL form. The RECIPIENT will keep track of these due dates, and will note any date changes on the quarterly progress reports. The Deliverable Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the agreement.)

Document Accessibility Requirements (as described in the General Terms and Conditions of this Agreement: ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY):

For documents produced under this agreement intended to be published, posted, or hosted on ECOLOGY's external web site, the RECIPIENT shall provide the documents in both their "native format" (such as Word, Excel, PowerPoint) and in PDF format (latest version of Adobe Acrobat Pro or compatible). The PDF documents must satisfactorily pass the Adobe Acrobat Pro Accessibility Checker (Full Check). The RECIPIENT will provide ECOLOGY the Accessibility Checker's report. ECOLOGY will review the PDF Accessibility results and may request the RECIPIENT remedy any known issues. ECOLOGY reserves the right to perform independent testing to validate accessibility and may require the RECIPIENT remedy any identified issues before acceptance of the document. For assistance concerning Accessibility, visit state of Washington, Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility).

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

- The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 3. 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 meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- 4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- 7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- 8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in http://www.sam.gov and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov/ within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov/.

For more details on FFATA requirements, see www.fsrs.gov http://www.fsrs.gov/>.

Agreement No: SEASMP-1921-Camas-00003

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Camas

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement. RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

 RECIPIENT shall:
- Keep the IDP at the project site.

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- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Template Version 10/30/2015

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Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

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accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through Template Version 10/30/2015

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
- 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
- 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

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d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and Template Version 10/30/2015

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imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

ORDINANCE NO. 19-012

AN ORDINANCE amending certain provisions of Titles 9, 12, 17 and 18 of the Camas Municipal Code.

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

Section I

The following subsections of the Camas Municipal Code are hereby repealed: 12.12.010; 18.18.040J; and 18.27.050 B,E,G.

Section II

Designated subsections of Titles 9, 12, 17 and 18 of the Camas Municipal Code are hereby amended pursuant to Exhibit A attached hereto.

Section III

This ordinance shall take force and be in effect five (5) days from and after its passage and publication as provided by law.

PASSED BY the Council and APPROVED by the Mayor this 4th day of November, 2019.

	SIGNED:		
		Mayor	
	SIGNED:		
		Clerk	
APPROVED as to form:			
City Attorney	_		

EXHIBIT A

CMC Chapter 9.32 - MISCELLANEOUS OFFENSES

Section 9.32.050(A)(5) - Public disturbance noises.

5. The use of equipment and activities producing intermittent or repetitive noise commonly associated with site improvements, or new home construction

CMC Chapter 12.12 - EXCAVATIONS

Section 12.12.020 - Permit - Fee - Terms.

The permit fee as per the fee schedule established by the city council per resolution, has been paid to the city treasurer except where the permittee has been exempted by statute, City code, or prior agreement.

The party requesting such permit shall make application therefor in writing on forms furnished by the city. The permits required by this chapter shall be secured at least forty-eight hours prior to the time the work under such permit is proposed to commence except in emergency cases as approved by the director of public works.

The applicant if requested to do so by the director of public works, shall file with the director a plan and profile, and other plans and details as may be required which has been prepared by a professional civil engineer licensed to practice in the state of Washington or other qualified professional as may be required showing the location and plan of the work, obstruction or other thing desired to be done or constructed, and the street, alley, sidewalk or public place to be obstructed, together with a full description of the nature of such work.

CMC Chapter 17.09 - SHORT SUBDIVISIONS

Section 17.09.030(C)(3) - Preliminary short plat approval.

3. Proposed short subdivisions located adjacent to the right-of-way of state highways shall be submitted to the Washington Department of Transportation (WSDOT) for review, consideration and recommendation. This condition may be satisfied as part of the SEPA process. However, if a SEPA checklist is not required, it is the applicant's responsibility to notify WSDOT of the proposal. Recommendations from Washington Department of Transportation shall be considered by the City in the conditions of approval for the short subdivision.

Section 17.09.040 - Expiration.

If the short plat is not recorded within five years of the date of preliminary short plat approval, the short plat shall become null and void. Upon written request by the developer prior to the expiration date, the community development director may grant an extension of not more than two years. The director shall consider economic conditions and such other circumstances as may warrant the extension. If the director denies a request for an extension, the developer may appeal that decision to the city council by filing a written notice of appeal with the director not later than thirty days after the date of the decision.

CMC Chapter 17.19 - DESIGN AND IMPROVEMENT STANDARDS

Section 17.19.030(D)(2) - Tracts, blocks and lot standards.

2. Side Lot Lines. The side lines of lots should generally run at right angles to the street upon which the lots face as far as practical, or on curved streets they shall be radial to the curve;

Section 17.19.030(F)(6) – Landscaping.

6. Storm drainage facilities, pump stations and other visible facilities shall be required to include a ten foot L2 landscaped buffering in accordance with criteria in the Camas Design Standards Manual if within thirty feet of any street or accessory structure.

CMC Chapter 17.21 – PROCEDURES FOR PUBLIC IMRPROVEMENTS

Section 17.21.010(C) – Plans and permits required for public improvements

C. A separate encroachment permit will not be required for development projects subject to Title 17. All work within the right-of-way will be subject to Chapter 12.12.

Section 17.21.050(D) - Financial security agreements

D. A performance bond, in an amount equal to the cost of the proposed work within the right-of-way shall be provided per Chapter 12.12.040.

Section 17.21.060(B)(2)(a) - Contents of Final Plat or Short Plat

a. A certificate with the seal of and signature of the surveyor responsible for the survey and preliminary plat in accordance with RCW 58.09.080 and RCW 64.90.245.

Section 17.21.060(B)(2)(e) - Contents of Final Plat or Short Plat

- e. Certification by the city engineer or designee that the developer has complied with the following:
 - i. All improvements have been installed or financially secured in accordance with the requirements of CMC Title 17 and the preliminary plat approval;
 - ii. All improvements can or will meet current public works drawing standards for road, utility and drainage construction plans;
 - iii. Original and reproducible mylar or electronic records of installed improvements in a format approved by the public works director or designee and certified by the designing engineer as being "as constructed" have been submitted or financially secured for city records.

CMC Chapter 18.03 – DEFINITIONS & CMC Chapter 18.09 – DENSITY AND DEMENSIONS

Section 18.03.040 – Definitions for development terms. and Section 18.09.040 Table 2 – Building setbacks for Single-Family Residential Zones.

"Lot width" means the horizontal distance between the side lot lines at a point midway between the front and rear property lines.

Lot Area	Up to 4,999 sq.	5,000 to 11,999 sq.	12,000 to 14,999	15,000 or more sq.
	ft.	ft.	sq. ft.	ft.
Minimum front yard (feet) ²	20	20	25	30

Note:

2. Garage setback is five feet behind the front of the dwelling.

CMC Chapter 18.07 – USE AUTHORIZATION

Section 18.07.030 - Table 1 - Commercial and industrial land uses.

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	НІ
Mini-storage/vehicular storage ⁶	Х	Х	X	Х	Х	Х	Х	Р	Р

CMC Chapter 18.09 – DENSITY AND DEMENSIONS

Section 18.09.040 Table 2 - Building setbacks for Single-Family Residential Zones.

Lot Area	Up to 4,999 sq. ft.	5,000 to 11,999 sq. ft.	12,000 to 14,999 sq. ft.	15,000 or more sq. ft.
Minimum side yard (feet)	5	5	10	15
Minimum side yard flanking a street and corner lot rear yard (feet)	10	10	15	15

Section 18.13.060 - Parking areas.

C. Parking lots shall include a minimum ratio of one tree per six parking spaces.

CMC Chapter 18.18 – SITE PLAN REVIEW

Section 18.18.040 – Submittal and contents of a complete application.

Chapter 18.15 - SIGNS

Section 18.15.040 - General definitions and regulations.

- A. Regulated. In the event that a definition is not listed in this section and is necessary in the interpretation of this chapter, the director shall primarily rely upon the general definitions established for this title, and secondarily on the definition found in a standard English dictionary. For the purpose of this chapter the following definitions and regulations shall apply:
 - 8. "Nit" means a luminance unit equal to one candela per square meter measured perpendicular to the rays from the source.
 - 9. "Off-premises sign" means a sign that advertises products, services, or facilities, or directs person to premises different than where the sign is placed.
 - "On-premises sign" means a sign that advertises products or services related to the building or structure where it is located.
 - 11. "Permanent sign" means a sign that is intended to remain for the life of the project or business without fundamental or marked changes and is attached to a building or structure by means of a rigid wall, frame, or structure.
 - 12. "Public right-of-way." There are two distinctions of right-of-way. "Privately maintained right-of-way" means that portion of the public right-of-way maintained by the abutting property owner. "Publicly maintained right-of-way" means that portion of the public right-of-way maintained by the City of Camas or other public agency. Signs placed in the public right-of-way must be located outside vision clearance areas and may not pose a traffic hazard or other threat to human safety.
 - 13. "Sign" means any device, structure, or placard using graphics, logos, symbols, and/or written copy designed specifically for the purpose of advertising or identifying any establishment, product, goods, or services.
 - 14. "Sign area" is defined at "Dimensions of Signs" within this chapter.
 - 15. "Sign schedule" means a listing of multiple signs proposed within an application or development project, which consists of dimensions and descriptions; normally this is in a tabular format (e.g., spreadsheet).
 - 16. "Site plan" means a drawing of the location of a sign or multiple signs within the city limits.
- B. Sign Types—Regulations and Limitations.
 - 8. "Electronic message board sign," "animated sign," and "LED sign" are considered to be similar sign types for purposes of this chapter. These signs use changing lights to form a message, or messages in sequence, uses movement or change of lighting to depict action or create a special effect or scene. This element of a sign may not exceed thirty percent of total sign area or thirty-six square feet, whichever is less. This calculation does not include post or mounting framework. The electronic board must avoid using flashing, rotating or blinking lights or videos.

Section 18.15.110 - Sign illumination and electronic message board signs.

- A. All electronic message board signs shall be constructed as an integral part of a permanent sign constructed on-site. Integral shall be considered to be incorporated into the framework and architectural design of the permanent sign.
- B. Maximum Luminance:
 - a. Daytime: five thousand nits.

- b. Nighttime (one-half hour before sunset and one-half hour after sunrise): five hundred nits.
- c. Signs shall include ability to adjust brightness and auto-dimming features with light-sensory capabilities to dim the sign to allowable luminance levels.

Chapter 18.27 - ACCESSORY DWELLING UNITS

Section 18.27.010 - Purpose.

Accessory dwelling units are intended to:

E. Ensure that the development of an ADU does not cause unanticipated impact on the character or stability of single-family neighborhoods

Section 18.27.020 - Scope.

Accessory dwelling units shall meet the requirement of this chapter, and may be allowed in all zones where residential uses are permitted.

Section 18.27.030 - Definition.

An "accessory dwelling unit (ADU)" means an additional smaller, subordinate dwelling unit on a lot with or in an existing or new house. These secondary units contain a private bath and kitchen facilities comprising an independent, self-contained dwelling unit. An ADU is not a duplex because the intensity of use is less due to the limitations of size.

Section 18.27.040 - Establishing an accessory dwelling unit.

An accessory dwelling unit may be created through:

- A. Internal conversion within an existing dwelling;
- B. The addition of new square footage to the existing house, or to a garage;
- C. Conversion of an existing garage provided it is not larger than the primary residence.
- D. Inclusion in the development plans for, or as part of, the construction of a new single-family detached dwelling unit; or
- E. A separate detached dwelling unit on the same lot as the primary dwelling unit.

Section 18.27.050 - Development standards.

- A. Number. No more than one accessory dwelling unit per legal lot is permitted, and it must be accessory to a single-family residence. A lot of record lawfully occupied by two or more single-family residences shall not be permitted to have an accessory dwelling unit, unless the lot is short platted under Title 17 of this code. If a short plat is approved, an accessory dwelling unit for each dwelling unit is permitted only if all dimensional standards of the underlying zone, and all other provisions of this chapter are met.
- B. Building Permit. The applicant must apply for a building permit for an accessory dwelling unit. An ADU shall comply with applicable building, fire, health, and safety codes. Addressing of the ADU shall be assigned by the building department, with approval by the fire department. An ADU cannot be occupied until a certificate of occupancy is issued by the building department.

- C. Conformance to Zoning. The addition of an accessory dwelling unit shall not make any lot, structure or use nonconforming within the development site. An accessory dwelling unit shall conform to existing requirements for the primary residence, unless stated otherwise in this chapter. Building height is limited to twenty-five feet for a detached ADU. Building height requirements of the underlying zone apply to the ADU for internal conversion, or structural addition to the existing primary dwelling.
- D. Placement. An accessory dwelling unit shall not project beyond the front building line. A detached ADU shall not be located closer than five feet to a side or rear lot line, or not closer than twenty feet to a side lot line along a flanking street of a corner lot.
- E. Total Floor Area. The total gross floor area of an accessory dwelling unit shall not exceed forty percent of the area of the primary dwelling's living area. The living area of the primary unit excludes uninhabitable floor area and garage or other outbuilding square footage whether attached or detached.
- F. Parking. An accessory dwelling unit shall have a minimum of one on-site parking space, in addition to the primary dwelling unit's designated parking spaces if there is not on street parking allowed.
- G. Architectural Design. The exterior appearance of an addition or detached accessory dwelling unit shall be architecturally compatible with the primary residence. Compatibility includes coordination of architectural style, exterior building materials and color, roof material, form and pitch, window style and placement, other architectural features, and landscaping.
- H. Entrances. For an accessory dwelling unit created by internal conversion or by an addition to an existing primary dwelling, only one entrance may be located on the front of the house, unless the house contained additional front doors before the conversion. Secondary entrances should be located on the side or rear of the primary residence to the extent possible.
- I. Utilities. An accessory dwelling unit shall connect to public sewer and water. A home or lot not connected to public sewer and water, which adds an accessory dwelling unit, shall connect to public sewer and water. An ADU may have shared or separate public sewer and water services.
- J. Nonconformity. A home or lot which has an accessory dwelling unit which was established prior to adoption of this chapter may be approved for a building permit, subject to the provisions of Chapter 18.41 "Nonconforming Lots, Structures and Uses."

K. Reserved.

L. Owner Occupancy. Prior to the issuance of a building permit establishing an accessory dwelling unit, the applicant shall record the ADU as a deed restriction with the Clark County auditor's office. Forms shall be provided by the city stating that one of the dwelling units is and will continue to be occupied by the owner of the property as the owner's principal and permanent residence for as long as the other unit is being rented or otherwise occupied. The owner shall show proof of ownership, and shall maintain residency for at least six months out of the year, and at no time receive rent for the owner occupied unit. Falsely certifying owner occupancy shall be considered a violation of the zoning ordinance, and is subject to the enforcement actions.



Staff Report

November 4, 2019 Council Regular Meeting

Resolution 19-014 Adopting the 2019 Water System Plan

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

INTRODUCTION/PURPOSE/SUMMARY: The Department of Health (DOH) requires the 2019 Water System Plan Update be formally adopted by the City Council prior to providing DOH approval of the document. Staff submitted a copy of the Plan to DOH in early 2019 and received comments. None of the comments received significantly change the plan, capital improvement plan, or financial analysis. Staff has addressed all DOH comments on the Water System Plan and it is ready for adoption. Though not anticipated, the Resolution to adopt the Plan is subject to any further revisions required by the Department of Health in response to its final review of the additional material submitted by the City.

The complete Draft Water System Plan may be found on the City's website at http://cityofcamas/watersystemplan.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: Staff recommends the City Council adopt the 2019 Water System Plan Update by resolution.

RESOLUTION NO. 19-014

A RESOLUTION adopting the 2019 Water System Plan Update, including the Water Use Efficiency Program subject to required revisions from the Department of Health

WHEREAS, the City of Camas (City) has prepared an update to its Water System Plan, including the Water Use Efficiency Program as required by State Law; and

WHEREAS, the update to the Water System Plan is consistent with local comprehensive plans, land use plans and development regulations in accordance with WAC 246-290-108; and

WHEREAS, the City has previously adopted a City-Wide Capital Improvement Plan that includes the Capital Improvements identified in the Water System Plan Update; and

WHEREAS, the City has submitted the Water System Plan Update, including the Water Use Efficiency Program to the Department of Health for review; and

WHEREAS, the City has submitted additional materials to the Department of Health in response to Department of Health comments; and

WHEREAS, the City published a public notice for the opportunity to comment on the updated Water System Plan Update and Water Use Efficiency Program at a City Council Meeting on October 7, 2019; and

WHEREAS, the City Council desires to adopt the 2019 Water System Plan Update, including the Water Use Efficiency Program subject to any further revisions required by the Department of Health in response to its review of the additional material submitted by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS as follows:

SECTION I

The City of Camas hereby adopts the 2019 Water System Plan Update, including the Water Use Efficiency Program found therein, subject to required revisions by the Washington State Department of Health.

ADOPTED BY THE COUNCIL AND APPROVED BY THE MAYOR AT A REGULAR MEETING this 4th day of November 2019.

	SIGNED:		
		Mayor	
	ATTEST:		
		Clerk	
APPROVED as to form:			
City Attorney			

EXECUTIVE SUMMARY

ES.1 INTRODUCTION

This executive summary presents a brief overview of the City of Camas (City) Water System Plan Update (Plan). The Plan meets state, county, and local requirements. It complies with the requirements of the Washington State Department of Health (DOH) as set forth in the Washington Administrative Code (WAC) 246-290-100, Water System Plan. This Plan is an update of the City's 2010 Plan. The City's DOH water system identification number is 108002.

The purpose of the Plan is to develop a long-term planning strategy for the City's Retail Water Service Area (RWSA), which is shown in Figure ES.1. The Plan evaluates the ability of the water system to meet demand growth over a twenty year planning period. Water system improvements are recommended to meet the expanding water system (primarily in the North Shore), growing demands, and infrastructure repair and replacement. The Plan also identifies planning level costs for capital improvement projects and a financial plan for funding the projects.

A State Environmental Policy Act (SEPA) Checklist has been prepared for this Plan. The City anticipates the Plan does not have probable significant adverse impacts on the environment in accordance with WAC 197-11-340(2). The SEPA Checklist is included in Appendix B. The City will submit this Plan to DOH, the Washington State Department of Ecology (DOE), Clark County, and adjacent Utilities as part of the Agency Review process. See Appendix B for comment letters by these Agencies. The City's Adopting resolution will be included in Appendix A, upon Plan approval by the City Council.

ES.2 PLANNING CONSIDERATIONS

Chapter 2 summarizes the City's water planning considerations that influence the Plan, including background on the study area, policies, criteria, and related documents. The City maintains a Duty to Serve customers within the RWSA:

The City will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of pure water to the customer, and to avoid any shortage or interruption of delivery of same.

The City's Water Service Area is shown in Figure ES.1.

Water system planning is based on a careful analysis of a water utility's responsibility to comply with applicable regulatory requirements while providing service to existing and future customers. These laws are monitored and enforced by a number of federal, state,

and local agencies. The Plan incorporates several regional and local plans of the southwest region of Washington, such as Clark County, that affect the water utility.

The City has adopted many resolutions regarding water system planning that are included in the City Code. The City manages its water utility in accordance with established water system policies. The policies provide a consistent framework for the design, operation, maintenance, and service of the water system for appropriately implementing programs, designing new infrastructure, and serving additional customers. The Plan summarizes many of these policies and provides criteria needed to evaluate the water system.

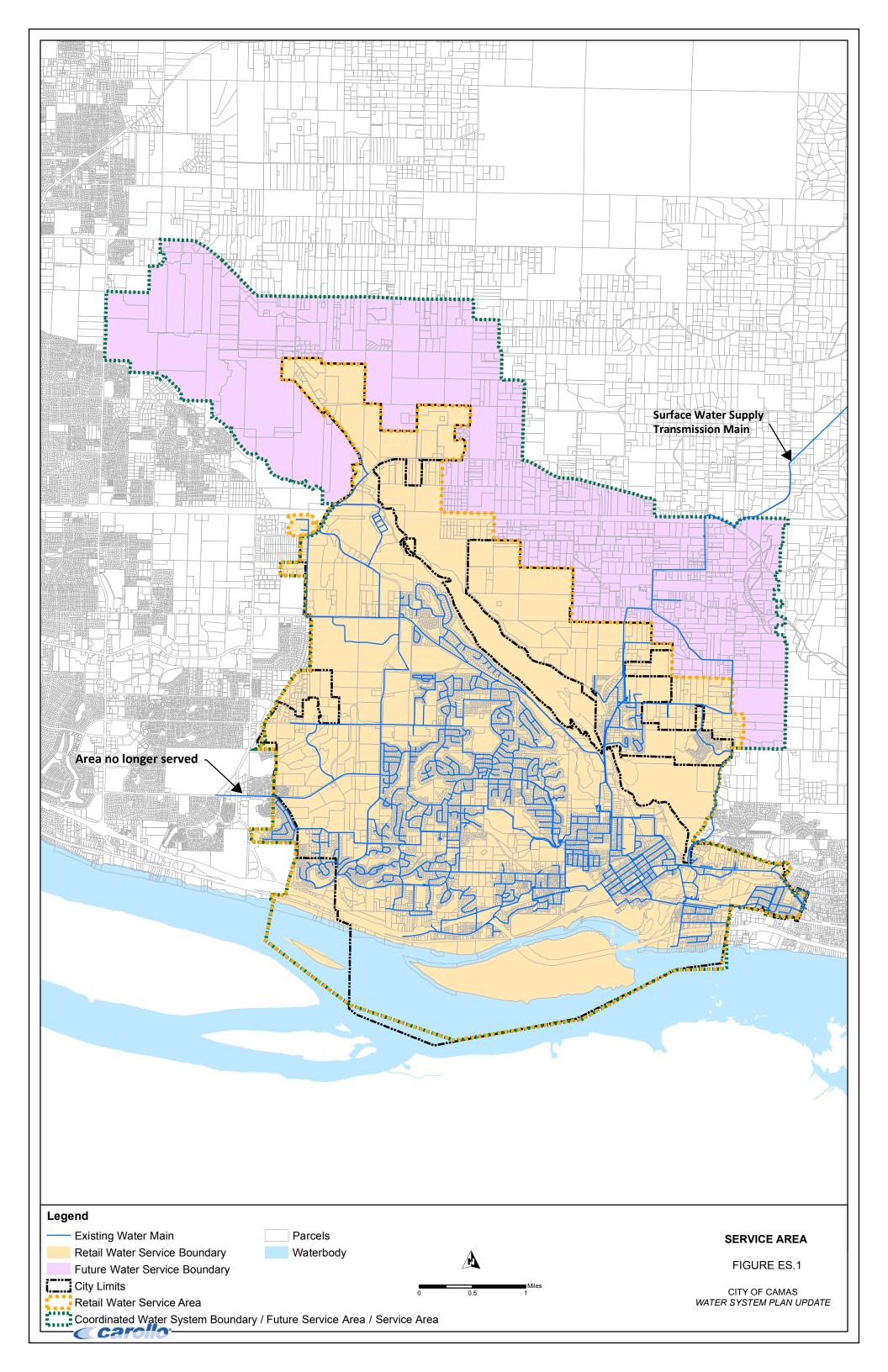
ES.3 EXISTING SYSTEM

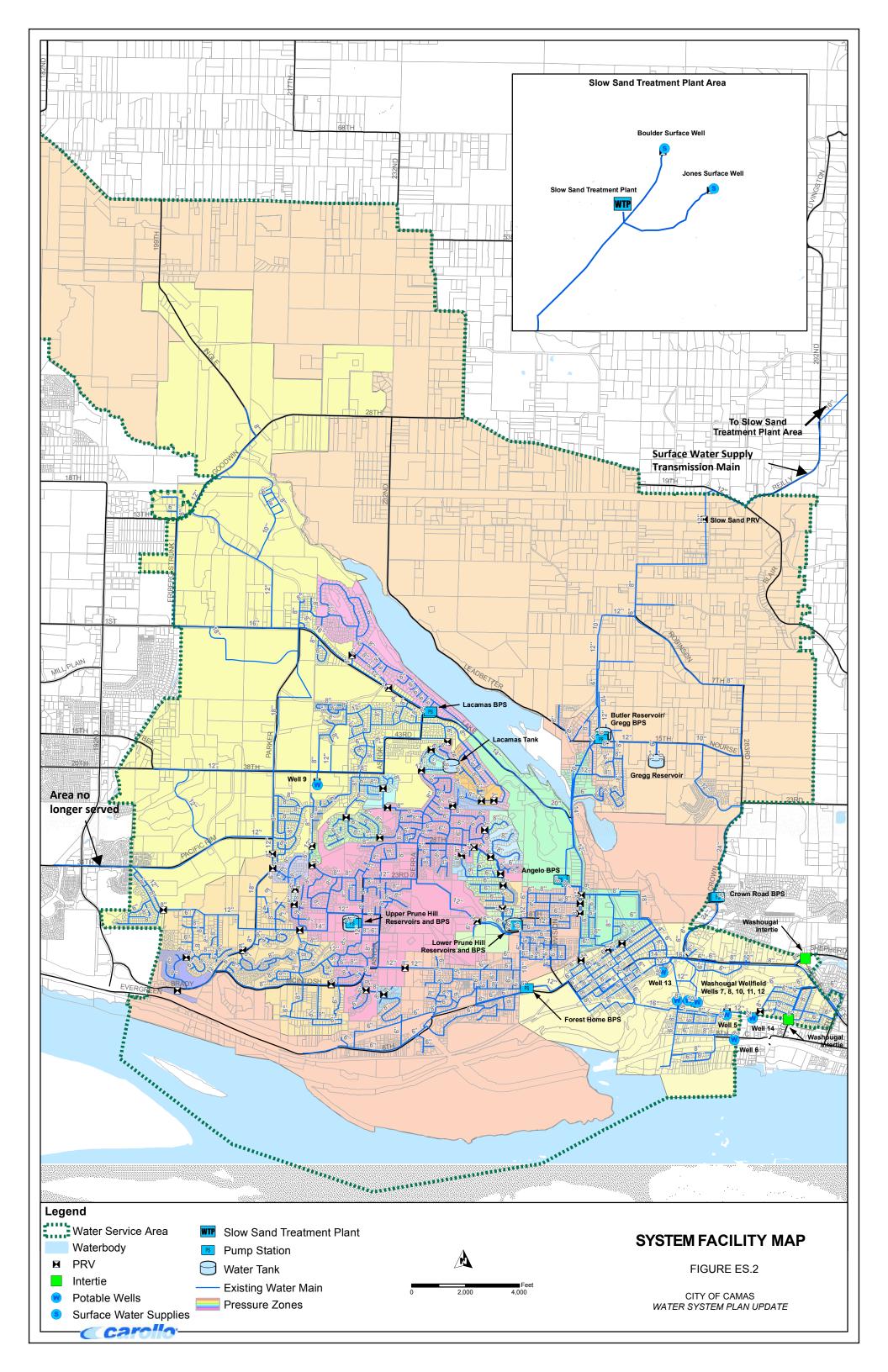
The City owns and operates a multi-source municipal water system- summarized in Chapter 3 - which includes supply, treatment, storage, and distribution of potable water to residential and commercial customers. The City currently obtains its water from ten groundwater wells and two surface water sources that are treated to provide high quality water to customers. The City owns over 143 miles of pipelines in its water transmission and distribution system. Service is provided to customers across five major pressure zones and 18 subzones. Eight booster pumping stations are used to move water between pressure zones. Seven storage facilities with a combined total of 8.45 million gallons (MG) provide storage for normal and emergency conditions, such as fire suppression. Additionally, distribution system includes numerous meters, isolation valves, and hydrants. Major elements of the water system are shown in Figure ES.2.

ES.4 OPERATIONS AND MAINTENANCE

The water system is operated and maintained (O&M) by the City staff, with contractor provided services that City staff are not trained or equipped to perform. O&M of the water system requires the combined effort of the Public Works Department, Engineering Department, and Finance Department. The City's water system operators are experienced and well trained, exceeding the minimum state requirements (WAC 246-292-050). The City provides opportunities for its staffs' professional growth and training to maintain up-to-date knowledge.

The City has a well operated and maintained system, as documented in Chapter 4. As part of the Plan, a high-level condition assessment identified repair and replacement projects for above ground assets (i.e., pump stations, wells, and reservoirs, etc.). The majority of projects were necessary due to aging electrical equipment and normal replacement of pumps and motors. The City also plans to replace two reservoirs, built prior to 1940, that have reached the end of their usable life.





ES.5 WATER REQUIREMENTS

Projecting realistic future water demand is necessary for planning infrastructure projects and securing adequate water supply to meet future growth. Chapter 5 projects the water system requirements, i.e., demand, for the next 20 years. Demographic projections were used to predict where and how much growth will occur in the water system based on the City's comprehensive planning. The resulting future accounts were converted to projected demands using the historical water use patterns and parameters.

Demand projections were generated for the planning period of 2015 to 2035 for the City's established RWSA. The projections were divided into three planning scenarios: Short-term, 6-year (2015 - 2021), Medium-term, 10-year (2022 - 2025), and Long-term, 20-year (2026 - 2035).

Demand projections were expressed as average day demand (ADD), and maximum day demand (MDD). The ADD is typically used in operational evaluations. The MDD represents the single largest day water demand during the year and is a key parameter for infrastructure sizing.

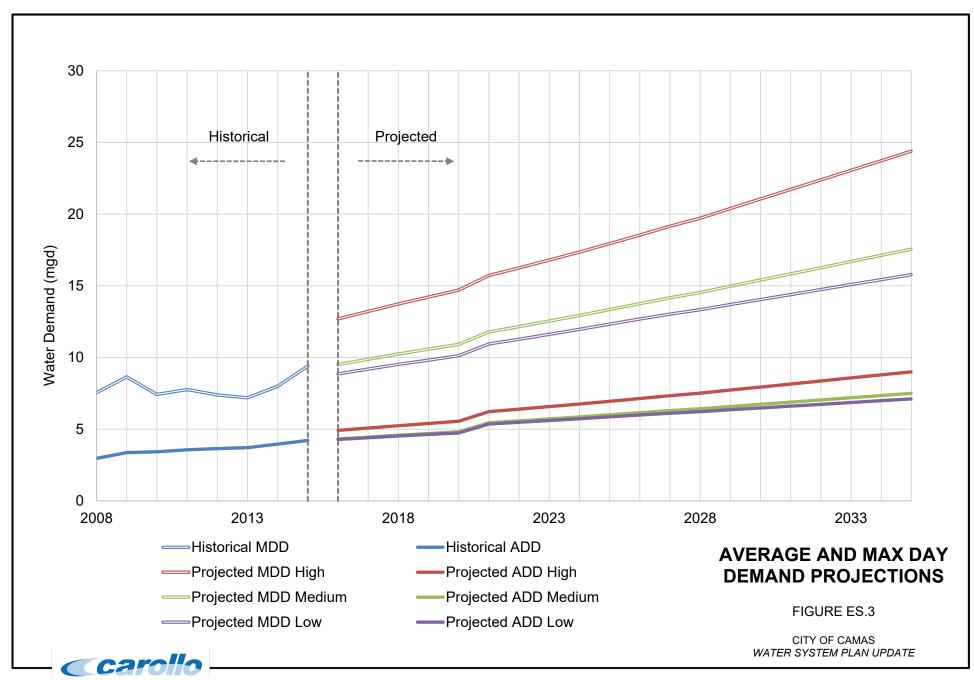
Changes in water use, conservation activities, system growth, and other factors may result in higher or lower than projected water use. Planning for the potential changes allows the City to better manage potential risks from these changes. Therefore, three demand scenarios were developed and shown in Figure ES.3: Low, Medium, and High demand scenarios. The low demand scenario represents future demand with conservation; the medium demand scenario is a conservative projection between the low and high projections; the high demand scenario generally reflects the highest demands in the last eight years.

ES.6 WATER USE EFFICIENCY

The City promotes efficient water use to conserve and protect their existing water supplies for present and future residents. Chapter 6 summarizes the City's Water Use Efficiency (WUE) efforts. The WUE Program goals established in 2013, which have been maintained, are:

- <u>Demand-Side Goal:</u> Reduce customer consumption per equivalent residential unit (ERU) by 1 percent or approximately 2 gallons per day (gpd) per year over the next 6 years.
- Supply-Side Goal: Continue to reduce distribution loss to at or below 10 percent for the next 5 years.

To meet these goals, the City promotes water conservation and efficient use of water through a variety of activities with the aim of reducing customer water use (conservation) and water loss through leak detection activities. The City's new Advanced Meter Reading (AMR) meters support both WUE aims.



ES.7 WATER QUALITY

The City is defined as a Group A – Community Water System and must comply with the drinking water standards of the federal Safe Drinking Water Act (SDWA) and its amendments, as regulated by the United States Environmental Protection Agency (USEPA). DOH adopted the updated federal standards under WAC 246-290, of which the most recent version became effective April 8, 2016. The City is in compliance with all requirements, as described in Chapter 7. Alternatively to the Chapter, the City publishes an annual Water Quality Report that keeps consumers informed as to the quality of the City's water supply and water delivery systems.

The City does not anticipate issues with meeting future regulatory requirements based on the limited available information.

ES.8 WATER RESOURCES

To meet future demands, the City will be required to fully use its water resources and develop new sources to continue to provide a high level of service. Chapter 8 presents a water right strategy for future water rights and supply needs.

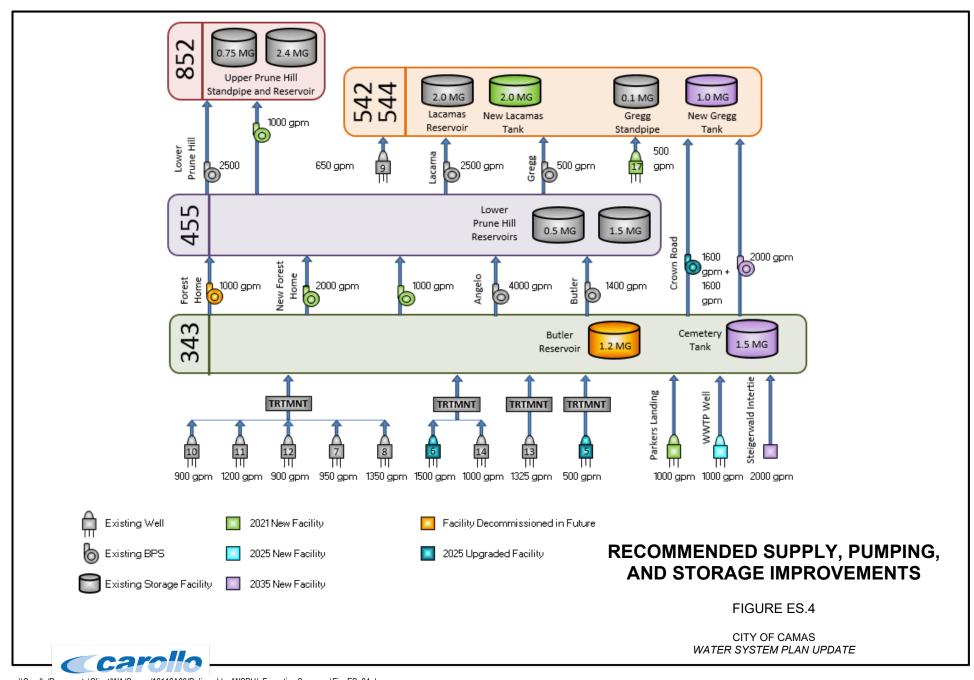
The City water supply strategy largely continues previously planned water supply projects and new water sources. Previously planned projects will be needed to meet growth, including Well 17 and the Parkers Landing Well. In addition to previously planned projects, the City anticipates completing the Washougal Wellfield Renewal Project to increase the ability to pump and reliability of the wellfield. Future supplies beyond the City's existing or planned wells will be from the Steigerweld Regional Supply.

In addition to new supplies, it is recommended that they continue its WUE program efforts to reduce the risk of very high peak demands.

ES.9 SYSTEM ANALYSIS

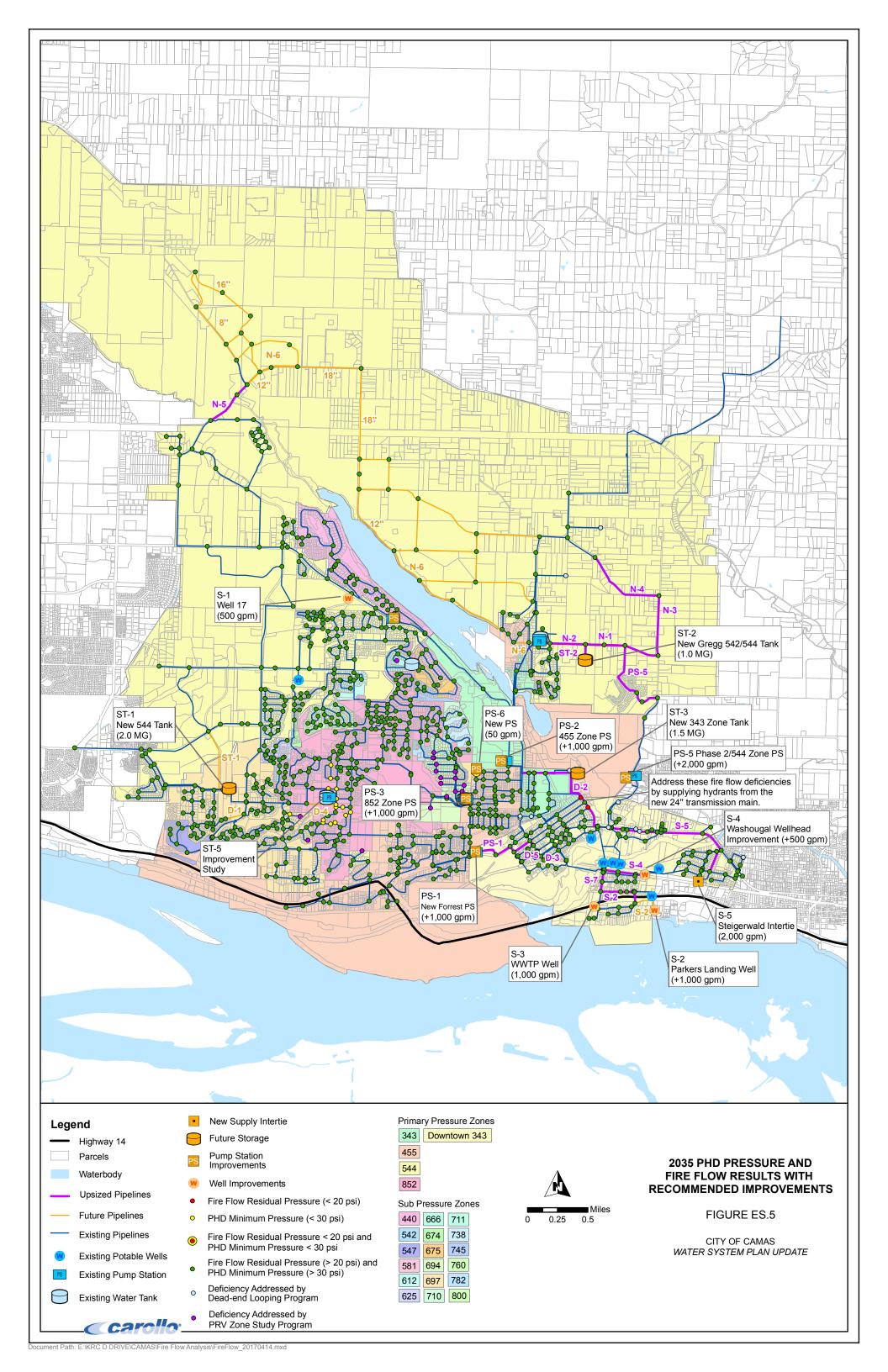
The City's water distribution system was evaluated for its ability to meet the City's performance criteria under 2021, 2025, and 2035 future conditions. The distribution system was evaluated for its pumping reliability and redundancy and the availability of storage using a desktop system analysis. Service pressures and available fire flows for both MDD and ADD conditions were evaluated using the City's updated hydraulic model.

Chapter 9 presents the results of the system analysis and discusses in detail recommended improvements to meet the City's level of service goals. These recommendations form the basis of the City's capital improvement program (CIP) outlined in Chapter 10. Supply, pumping, and storage project will be necessary during the planning horizon to meet the City's projected substantial growth in water demand, as shown in Figure ES.4.



The existing distribution system was evaluated for pressure during peak demand use and during fire flow events. Capacity improvements recommended to address pressure and fire flow deficiencies. Overall, the City had relatively few distribution system improvements, which are shown in Figure ES.5. The majority of deficiencies occur on dead-end mains or areas of high elevation. Additional flows can be supplied to these areas through small, local projects likely completed when the parcels redevelop or a nearby project occurs. It is recommended that the City address these as a programmatic manner that provides funds to address one or two of these areas per year. Additional distribution system improvements are recommended in conjunction with supply or pump station projects.

Within the planning period the City expects significant expansion of the water system in the North Shore area. Future pipelines were sized for the North Shore area.



ES.10 CAPITAL IMPROVEMENT PLAN

Chapter 10 summarizes the City's comprehensive CIP for the water system that is based on the analyses presented in previous Chapters. The purpose of the CIP is to provide the City with a guideline for planning and budgeting of its water system. The CIP consists of schedule and cost estimates in present dollars for each project, as shown in Table ES.1.

The CIP cost estimates presented in this chapter are American Academy of Cost Engineers (AACE) Class 4 estimates. Class 4 estimates are budget level estimates. Actual costs may vary from these estimates by -30 percent to +50 percent. These costs were determined based on the City's and Consultant's perception of current conditions at the project locations.

This Plan contains time fames that are the intended framework for future funding decisions. However, these timeframes are estimates and may change depending on factors involved in the growth, project implementation, and availability of funding. The framework does not represent actual commitments by the City.

ES.11 FINANCIAL PLAN

FCS GROUP provided a financial program that allows the City's water utility to remain financially viable during the planning period, which is summarized in Chapter 11. This financial viability analysis considers the historical financial condition, current and identified future financial and policy obligations, O&M needs, and the ability to support the financial impacts related to the completion of the capital projects identified in this Plan. Furthermore, this Chapter provides a review of the water utility's current rate structure with respect to rate adequacy and customer affordability.

The results of this Financial Plan indicate that rates must increase to provide revenue sufficient to cover all utility financial obligations, including the addition of new debt and partial cash funding of the capital program through 2026. A rate increase of 5.0 percent in 2018, followed by annual rate increases of 2.5 percent through 2026 should provide for continued financial viability while maintaining generally affordable rates.

Table ES.1 CIP Project Summary Water System Plan Update City of Camas

Capital	Capital Improvement Program Summary																
Project			Developer	Total					CIP P	hasing					1	Project Type	
No.	SDC Area	Project Name	Share	CIP Cost	2017	2018	2019	2020	2021	2022	2023	Short-term	Mid-term	Long-term	Capacity	Upgrade	R&R
Cumple				Estimate	¢2.9F2.000	¢2.206.000	¢750,000	¢2 F0F 000	¢440.000	¢722.000	ć2 012 2F0	(2017-2022)	(2023-2026)	(2027-2036)	оприли,	5 10 3 3 3	
Supply S-1	Common	Well 17	0%	\$28,937,000 \$1,815,000	\$2,852,000 \$150,000	\$2,296,000 \$1,665,000	\$759,000 \$ -	\$3,595,000 \$ -	\$440,000 \$ -	\$723,000 \$ -	\$2,813,250 \$ -	\$10,665,000 \$1,815,000	\$7,684,000 \$ -	\$10,588,000 \$ -	100%	0%	0%
S-2	Common	Parkers Landing Well	0%	\$4,560,000	\$ -	\$456,000	\$684,000	\$3,420,000	\$ -	\$ -	\$ -	\$4,560,000	\$ -	\$ -	100%	0%	0%
S-3	Common	WWTP Well	0%	\$3,651,000	\$ -	\$ -	\$ -	\$ -	\$365,100	\$547,650	\$2,738,250	\$912,750	\$2,738,250	\$ -	100%	0%	0%
S-4	Common	Washougal Wellfield Improvements	0%	\$4,446,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$4,446,000	\$ -	100%	0%	0%
S-5	Common	Steigerwald Regional Source	0%	\$10,823,000	\$60,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$435,000	\$300,000	\$10,088,000	100%	0%	0%
S-6	Common	Watershed Forest Management	0%	\$1,070,000	\$70,000	\$100,000	\$ -	\$100,000	\$ -	\$100,000	\$ -	\$370,000	\$200,000	\$500,000	0%	0%	100%
S-7	Common	544 Zone Watershed Source Improvements	0%	\$2,572,083	\$2,572,083	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,572,083	\$ -	\$ -	0%	0%	100%
Distribu	tion System Impro	vements		\$6,024,000	\$515,000	\$55,000	\$861,000	\$2,064,000	\$778,000	\$55,000	\$55,000	\$4,328,000	\$2,070,000	\$1,476,000			
D-1	South	Transmission main from NW 11 Cir to NW Brady Rd	0%	\$269,000	\$ -	\$ -	\$ -	\$ -	\$269,000	\$ -	\$ -	\$269,000	\$ -	\$ -	0%	0%	100%
D-2	Common	343 Zone Supply Transmission Upsizing	0%	\$2,505,000	\$ -	\$ -	\$626,250	\$1,878,750	\$ -	\$ -	\$ -	\$2,505,000	\$ -	\$ -	50%	50%	0%
D-3	South	NE Birch St upsized transmission main	0%	\$65,000	\$ -	\$ -	\$ -	\$ -	\$65,000	\$ -	\$ -	\$65,000	\$ -	\$ -	0%	0%	100%
D-4	South	New transmission main along NW 16th Ave	0%	\$519,000	\$ -	\$ -	\$ -	\$129,750	\$389,250	\$ -	\$ -	\$519,000	\$ -	\$ -	0%	0%	100%
D-5	South	New Distribution along NW 6th Ave/ NE Adams St	0%	\$926,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$926,000	100%	0%	0%
D-6	South	Dead-end Looping Program	0%	\$1,045,000	\$ -	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$275,000	\$220,000	\$550,000	0%	0%	100%
D-7	Common	PRV Adjustment Study	0%	\$180,000	\$ -	\$ -	\$180,000	\$ -	\$ -	\$ -	\$ -	\$180,000	\$ -	\$ -	0%	0%	100%
D-8	Common	Well 6/14 Transmission Line	0%	\$515,050	\$515,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$515,050	\$ -	\$ -	0%	0%	100%
D-9	Common	Parallel Boulder Creek Intake	0%	\$1,850,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,850,000	\$ -	100%	0%	0%
Pump St	tation			\$11,526,000	\$ -	\$925,000	\$463,000	\$28,000	\$ -	\$ -	\$544,500	\$1,416,000	\$4,141,000	\$5,969,000			
PS-1	South	New Forest Home PS	0%	\$3,117,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$779,250	\$2,337,750	0%	50%	50%
PS-2	Common	New 455 Zone PS Capacity	0%	\$1,258,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$314,500	\$ -	\$1,258,000	\$ -	0%	50%	50%
PS-3	Common	Lower Prune Hill PS Expansion	0%	\$1,388,000	\$ -	\$925,000	\$463,000	\$ -	\$ -	\$ -	\$ -	\$1,388,000	\$ -	\$ -	0%	50%	50%
PS-4	25% South/75% North Shore	North Shore PS Capacity	75%	\$1,184,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,184,000	\$ -	100%	0%	0%
PS-5	25% South/75% North Shore	North Shore PS Capacity Phase II	75%	\$3,631,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,631,000	100%	0%	0%

Table ES.1 CIP Project Summary
Water System Plan Update
City of Camas

Capital	Capital Improvement Program Summary																
Project			Developer	Total	CIP Phasing							Project Type					
No.	SDC Area	Project Name	Share	CIP Cost	2017	2018	2019	2020	2021	2022	2023	Short-term	Mid-term	Long-term	Capacity	Upgrade	R&R
				Estimate								(2017-2022)	(2023-2026)	(2027-2036)	Capacity	Opgrade	Non
Pump St				\$11,526,000	\$ -	\$925,000	\$463,000	\$28,000	\$ -	\$ -	\$544,500	\$1,416,000	\$4,141,000	\$5,969,000			
PS-6	South	NW Couch St PS	0%	\$920,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$230,000	\$ -	\$920,000	\$ -	0%	0%	100%
PS-7	South	NW 10th Ave Study	0%	\$28,000	\$ -	\$ -	\$ -	\$28,000	\$ -	\$ -	\$ -	\$28,000	\$ -	\$ -	0%	0%	100%
Storage				\$21,087,000	\$2,947,000	\$4,289,000	\$ -	\$711,000	\$1,205,000	\$5,331,000	\$ -	\$14,483,000	\$ -	\$6,604,000			
ST-1	Common	New 544 Zone Reservoir	0%	\$7,236,000	\$2,946,660	\$4,289,340	\$ -	\$ -	\$ -	\$ -	\$ -	\$7,236,000	\$ -	\$ -	100%	0%	0%
ST-2	Common	New Gregg Tank	75%	\$3,984,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,984,000	100%	0%	0%
ST-3	South	343 Zone Reservoir	0%	\$7,108,000	\$ -	\$ -	\$ -	\$710,800	\$1,066,200	\$5,331,000	\$ -	\$7,108,000	\$ -	\$ -	25%	0%	75%
ST-4	Common	Lower Prune Hill Reservoir Rehabilitation	0%	\$2,620,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,620,000	0%	25%	75%
ST-5	Common	Upper Prune Hill Pressure Improvements Study	0%	\$139,000	\$ -	\$ -	\$ -	\$ -	\$139,000	\$ -	\$ -	\$139,000	\$ -	\$ -	0%	50%	50%
General				\$550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$275,000	\$275,000			
G-1	Common	Water System Plan Update	0%	\$550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$275,000	\$275,000	0%	0%	100%
Repair a	nd Replacement			\$44,327,000	\$320,000	\$470,000	\$470,000	\$470,000	\$1,164,000	\$390,000	\$1,951,750	\$3,284,000	\$7,807,000	\$33,236,000			
R-1	South	Supply R&R Projects	0%	\$1,256,000	\$120,000	\$ -	\$ -	\$ -	\$148,000	\$ -	\$93,500	\$268,000	\$374,000	\$614,000	0%	0%	100%
R-2	South	Pump R&R Projects	0%	\$1,505,000	\$ -	\$ -	\$ -	\$ -	\$546,000	\$ -	\$145,750	\$546,000	\$583,000	\$376,000	0%	0%	100%
R-3	South	Pipeline R&R Projects	0%	\$40,266,000	\$ -	\$195,000	\$195,000	\$195,000	\$195,000	\$390,000	\$1,712,500	\$1,170,000	\$6,850,000	\$32,246,000	0%	0%	100%
R-4	South	Meter Replacement Program	0%	\$1,300,000	\$200,000	\$275,000	\$275,000	\$275,000	\$275,000			\$1,300,000	\$ -	\$ -			
North Sh	ore Expansion			\$25,353,000	\$3,100,000	\$ -	\$2,225,000	\$2,225,000	\$2,225,000	\$2,225,000		\$12,000,000	\$4,450,000	\$8,903,000			
NS-1	North Shore	Annual North Shore Distribution Program	75%	\$22,253,000	\$ -	\$ -	\$2,225,000	\$2,225,000	\$2,225,000	\$2,225,000		\$8,900,000	\$4,450,000	\$8,903,000	100%	0%	0%
NS-2	North Shore	Leadbetter Road Transmission Main	75%	\$3,100,000	\$3,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,100,000	\$ -	\$ -			
CIP Total \$139,654,06				\$139,654,067	\$9,733,897	\$8,035,170	\$4,778,125	\$9,092,650	\$5,812,275	\$8,723,825	\$5,364,500	\$46,175,942	\$26,427,250	\$67,050,875	\$69,050,875	\$4,858,500	\$61,007,133
Annual Cost				\$6,983,000	\$9,734,000	\$8,035,200	\$4,778,100	\$9,092,700	\$5,812,300	\$8,723,800	\$5,364,500	\$7,696,000	\$6,606,800	\$6,705,100			