



CITY COUNCIL REGULAR MEETING AGENDA
Monday, April 1, 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. Automated Clearing House and Claim Checks Approved by Finance Committee
- B. March 18, 2019, Camas City Council Regular and Workshop Meeting Minutes
 -  [March 18, 2019 Camas City Council Regular Meeting Minutes - Draft](#)
 - [March 18, 2019 Camas City Council Workshop Meeting Minutes - Draft](#)
- C. NE Adams Street Improvements Project Completion Acceptance (Submitted by James Carothers)
 -  [Adams Street Improvements Final Pay Estimate](#)
- D. Multnomah County Drainage District No. 1 Lease Agreement (Submitted by Sam Adams)
 -  [Multnomah County Drainage District Lease](#)

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

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Announcements

VIII. MEETING ITEMS

- A. Resolution No. 19-003 Prohibiting Parking on Portions of NE Everett Street
Presenter: James Carothers, Engineering Manager

 [Staff Report](#)

[Resolution No. 19-003](#)

IX. PUBLIC COMMENTS

X. ADJOURNMENT

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



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT

Monday, March 18, 2019, 7:00 PM

City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Greg Anderson, Don Chaney, Steve Hogan, Melissa Smith, Deanna Rusch and Ellen Burton

Excused: Bonnie Carter

Staff: Phil Bourquin, Jennifer Gorsuch, Mitch Lackey, Shawn MacPherson, Heather Rowley, Connie Urquhart and Rachel Blair (intern)

Press: No one from the press was present

IV. PUBLIC COMMENTS

The following members of the public commented about Initiative 1639:

Eric Hargrave, Washougal

Joe Gibson, Vancouver

Steve Dury, Clark County

Josh VanGelder, Battle Ground

Aaron Babcock

Robert Rose, La Center

Shannon Weaver, Vancouver

Don Taylor, Vancouver

Bill Wadbe, Camas

Phil Hogan, Clark County

Logan Widell, Clark County

Nate Howard, Battle Ground

Jeremy Walton, Washougal

Shawn Wade, Camas

Josh Bradley, Washougal

Tara Walton, Washougal

V. CONSENT AGENDA

- A. March 4, 2019 Camas City Council Regular and Workshop Meeting Minutes

 [March 4, 2019 Camas City Council Workshop Meeting Minutes - Draft](#)
[March 4, 2019 Camas City Council Regular Meeting Minutes - Draft](#)

- B. \$1,303,771.25 Automated Clearing House and Claim Checks Numbered 140040 to 140206
- C. \$83,360.72 for February 2019 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Pam O'Brien)
- D. \$76,866.85 Well 6 Motor Control and RTU Upgrade Professional Services Agreement with S&B Inc. (Submitted by Sam Adams)

 [Well 6 Professional Services Agreement](#)

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

VI. NON-AGENDA ITEMS

- A. Staff

There were no comments from staff.

- B. Council

There were no comments from Council.

VII. MAYOR

- A. Announcements

Mayor Turk announced the Ivy League will be meeting at Fallen Leaf Lake Park on Saturday, March 23, at 9:00 a.m. She also announced that a meeting for Ward 3 has been scheduled for April 29, 2019.

- B. Mayor's Volunteer Spirit Award

 [March 2019 Mariya Andrushko](#)
[March 2019 Anna Edwards](#)
[March 2019 Krista Hildebrand](#)

Mayor Turk presented a Volunteer Spirit Award to Krista Hildebrand. Fellow recipients, Mariya Andrushko and Anna Edwards, were unable to attend the presentation.

VIII. MEETING ITEMS

There were no meeting items.

IX. PUBLIC COMMENTS

No one from the public wished to speak.

X. ADJOURNMENT

The meeting adjourned at 7:47 p.m.

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



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Monday, March 18, 2019, 4:30 PM
City Hall, 616 NE 4th Ave

I. CALL TO ORDER

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

II. ROLL CALL

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

Staff: Jerry Acheson, Sam Adams, Phil Bourquin, James Carothers, Sarah Fox, Jennifer Gorsuch, Jim Hodges, Cathy Huber Nickerson, Mitch Lackey, Heather Rowley, Connie Urquhart, Steve Wall and Rachel Blair (intern)

Press: No one from the press was present

III. PUBLIC COMMENTS

No one from the public wished to speak.

IV. WORKSHOP TOPICS

A. Skate Park Improvement Project Update

Presenter: Jerry Acheson, Parks and Recreation Manager

 [Skate Park Conceptual Design](#)

Acheson provided an update and discussion ensued.

B. Well 6 Motor Control and RTU Upgrade Professional Services Agreement

Presenter: Sam Adams, Utilities Manager

 [Staff Report](#)

[Well 6 Scope of Service](#)

This item was placed on the March 18, 2019 Consent Agenda for Council's consideration.

C. Lease Agreement Multnomah County Drainage District No. 1

Presenter: Sam Adams, Utilities Manager

 [Staff Report](#)

[Lease Agreement Multnomah County Drainage District No. 1](#)

Adams gave an overview of the agreement and discussion ensued. This item will be placed on the April 1, 2019 Consent Agenda for Council's consideration.

- D. NE Everett Street Parking Restriction
Presenter: James Carothers, Engineering Manager

 [Staff Report](#)

Carothers reviewed the proposed parking changes and discussion ensued. A resolution will be placed on a future agenda for Council's consideration.

- E. Lake Road and Everett Street Intersection Improvements - 2nd Presentation
Presenter: Steve Wall, Public Works Director; James Carothers, Engineering Manager; and Greg Jellison, PBS

 [Lake Road and Everett Street Improvements - 2nd Presentation](#)
[Lake Road and Everett Street Alternative Analysis Report](#)

Wall and Jellison reviewed the presentation and responded to Council's questions. This item will be placed on the May 6, 2019 Workshop Agenda for further discussion.

- F. Public Works Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director

Wall provided an update about Well 17.

- G. Preliminary Subarea Analysis
Presenter: Sarah Fox, Senior Planner and Phil Bourquin, Community Development Director

 [Staff Report](#)
[Presentation of Subarea Analysis](#)

Fox and Bourquin provided an overview and discussion ensued. Council directed staff to continue subarea planning of the North Shore and Bridge Village areas.

- H. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director and Sarah Fox, Senior Planner

Bourquin and Fox provided an update regarding the City's tree program. Discussion ensued.

- I. City Administrator Miscellaneous Updates and Scheduling
Details: This is a placeholder for miscellaneous or scheduling items.
Presenter: Pete Capell, City Administrator

There were no updates.

V. COUNCIL COMMENTS AND REPORTS

Carter attended meetings of the Library Board of Trustees and the Downtown Camas Association (DCA).

Carter and Hogan attended the Finance Committee meeting.

Burton attended the Columbia River Economic Development Council (CREDC) meeting.

Chaney gave a brief overview of the City/Schools meeting he attended.

Mayor Turk stated she would like three members from Council to form a Naming Committee to review policy for naming City buildings. Chaney, Rusch and Hogan volunteered.

VI. PUBLIC COMMENTS

Tim Laidlaw, 1121 G Street, Washougal, spoke about the Skate Park.

Randy Curtis, Camas, commented on behalf of the DCA regarding the subarea planning process.

Wayne Pattison, 2919 SE 2nd Avenue, Camas, commented about a community swimming pool.

Manoj Kripalani, PO Box 451, Camas, commented about the Lake Road and Everett Street intersection.

VII. ADJOURNMENT

The meeting adjourned at 6:36 p.m.

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

CITY OF CAMAS PROJECT NO. T1013 NE Adams Street Improvements	PAY ESTIMATE: FOUR - FINAL PAY PERIOD: 2/1/2019 Through 2/28/2019 ORIGINAL CONTRACT AMOUNT: \$359,798.66	Mc Donald Excavating 2719 Main Street Washougal, WA 98671 360-835-8794
--	---	---

Schedule A - Street

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
1	Mobilization	LS	1.00	\$26,130.00	\$26,130.00	1.00	\$26,130.00		\$0.00	1.00	\$26,130.00
2	Project Temporary Traffic Control	LS	1.00	\$12,000.00	\$12,000.00	1.00	\$12,000.00		\$0.00	1.00	\$12,000.00
3	Clearing & Grubbing	LS	1.00	\$3,000.00	\$3,000.00	1.00	\$3,000.00		\$0.00	1.00	\$3,000.00
4	Removal of Structure and Obstruction	LS	1.00	\$3,000.00	\$3,000.00	1.00	\$3,000.00		\$0.00	1.00	\$3,000.00
5	Removal of Additional Cement Concrete Sidewalk	SY	30.00	\$8.00	\$240.00	29.06	\$232.48		\$0.00	29.06	\$232.48
6	Removal of Additional Cement Concrete Curb	LF	30.00	\$5.00	\$150.00	15.00	\$75.00		\$0.00	15.00	\$75.00
7	Roadway Excavation, Incl. Haul	CY	194.00	\$48.00	\$9,312.00	194.00	\$9,312.00		\$0.00	194.00	\$9,312.00
8	In-Place Cement Treated Base (CTB)	SY	1,942.00	\$7.00	\$13,594.00	1,942.00	\$13,594.00		\$0.00	1,942.00	\$13,594.00
9	Cement for CTB (10% @ 8" Depth)	TON	60.60	\$164.00	\$9,938.40	57.00	\$9,348.00		\$0.00	57.00	\$9,348.00
10	Removal and Replacement of Unsuitable Material (Road Base)	CY	30.00	\$65.00	\$1,950.00		\$0.00		\$0.00	0.00	\$0.00
11	HMA Class 1/2" PG 64-22	TON	406.00	\$95.00	\$38,570.00	403.00	\$38,285.00		\$0.00	403.00	\$38,285.00
12	Cement Concrete Traffic Curb	LF	584.00	\$26.00	\$15,184.00	599.00	\$15,574.00		\$0.00	599.00	\$15,574.00
13	Cement Concrete Pedestrian Curb	LF	100.00	\$33.00	\$3,300.00	122.10	\$4,029.30		\$0.00	122.10	\$4,029.30
14	Cement Concrete Driveway Entrance Type Retrofit	SY	82.00	\$120.00	\$9,840.00	80.44	\$9,652.80		\$0.00	80.44	\$9,652.80
15	Cement Concrete Sidewalk	SY	333.00	\$64.00	\$21,312.00	215.73	\$13,806.72		\$0.00	215.73	\$13,806.72
16	Cement Concrete Sidewalk Ramp Type Retrofit Directional	SY	2.80	\$370.00	\$1,036.00	9.72	\$3,596.40		\$0.00	9.72	\$3,596.40
17	Cement Concrete Sidewalk Ramp Type Combination	SY	28.70	\$110.00	\$3,157.00	35.00	\$3,850.00		\$0.00	35.00	\$3,850.00
18	Cement Concrete Sidewalk Ramp Type 1	SY	5.90	\$200.00	\$1,180.00	9.50	\$1,900.00		\$0.00	9.50	\$1,900.00
19	Ramp Detectable Warning	SF	38.00	\$28.00	\$1,064.00	34.00	\$952.00		\$0.00	34.00	\$952.00
20	Mailbox Support	EA	2.00	\$235.00	\$470.00	3.00	\$705.00		\$0.00	3.00	\$705.00
21	Permanent Signing	LS	1.00	\$580.00	\$580.00	1.00	\$580.00		\$0.00	1.00	\$580.00
22	Construction Documentation (minimum bid \$10,000)	LS	1.00	\$10,000.00	\$10,000.00		\$0.00	1.00	\$10,000.00	1.00	\$10,000.00
23	Minor Changes (minimum bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00		\$0.00		\$0.00	0.00	\$0.00
23A	Remove & Replace Catch Basin	LS	1.00	\$3,129.81	-	1.00	\$3,129.81		\$0.00	1.00	\$3,129.81
23B	Remove & Replace Concrete Driveway Panel to Match Grade	LS	1.00	\$3,247.76	-	1.00	\$3,247.76		\$0.00	1.00	\$3,247.76
23C	Remove & Replace Irrigation System Due to Sidewalk	LS	1.00	\$1,619.77	-	1.00	\$1,619.77		\$0.00	1.00	\$1,619.77
Schedule A SUBTOTAL:					\$190,007.40		\$177,620.04		\$10,000.00		\$187,620.04
No Sales Tax					\$0.00		\$0.00		\$0.00		\$0.00
Schedule A Total:					\$190,007.40		\$177,620.04		\$10,000.00		\$187,620.04

Schedule B - Water / Sewer

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
24	Manhole 48 Inch Diam.	EA	2.00	\$7,935.00	\$15,870.00	2.00	\$15,870.00		\$0.00	2.00	\$15,870.00
25	Plugging Existing Pipe	EA	2.00	\$75.00	\$150.00	6.00	\$450.00		\$0.00	6.00	\$450.00
26	Trench Safety System (Min. \$1.00/LF)	LF	577.00	\$2.00	\$1,154.00	577.00	\$1,154.00		\$0.00	577.00	\$1,154.00
27	Removal and Replacement of Unsuitable Material	CY	50.00	\$50.00	\$2,500.00		\$0.00		\$0.00	0.00	\$0.00
28	Solid Rock Excavation	CY	10.00	\$100.00	\$1,000.00		\$0.00		\$0.00	0.00	\$0.00
29	Ductile Iron Pipe for Water Main, 6 Inch Diam.	LF	25.00	\$70.00	\$1,750.00	22.00	\$1,540.00		\$0.00	22.00	\$1,540.00
30	Ductile Iron Pipe for Water Main, 8 Inch Diam.	LF	474.00	\$70.00	\$33,180.00	474.00	\$33,180.00		\$0.00	474.00	\$33,180.00
31	Testing and Flushing Water System	LS	1.00	\$1,250.00	\$1,250.00	1.00	\$1,250.00		\$0.00	1.00	\$1,250.00
32	Gate Valve, 8 Inch	EA	6.00	\$1,045.00	\$6,270.00	6.00	\$6,270.00		\$0.00	6.00	\$6,270.00
33	Ductile Iron Fitting, 6 Inch	EA	1.00	\$140.00	\$140.00	4.00	\$560.00		\$0.00	4.00	\$560.00
34	Ductile Iron Fitting, 8 Inch	EA	7.00	\$250.00	\$1,750.00	9.00	\$2,250.00		\$0.00	9.00	\$2,250.00
35	Service Connection, 1 Inch Diam.	EA	9.00	\$1,180.00	\$10,620.00	9.00	\$10,620.00		\$0.00	9.00	\$10,620.00
36	PVC Sanitary Sewer Pipe 8 Inch Diam.	LF	306.00	\$135.00	\$41,310.00	306.00	\$41,310.00		\$0.00	306.00	\$41,310.00
37	Sewer Bypass Pumping	LS	1.00	\$3,075.00	\$3,075.00	1.00	\$3,075.00		\$0.00	1.00	\$3,075.00
38	Testing Sewer Pipe	LS	1.00	\$3,000.00	\$3,000.00	1.00	\$3,000.00		\$0.00	1.00	\$3,000.00
39	Side Sewer with Cleanout	LF	178.00	\$85.00	\$15,130.00	207.00	\$17,595.00		\$0.00	207.00	\$17,595.00
40	Side Sewer with Cleanout & Check Valve	LF	93.00	\$105.00	\$9,765.00	93.00	\$9,765.00		\$0.00	93.00	\$9,765.00
41	Erosion Control and Water Pollution Control	LS	1.00	\$2,020.00	\$2,020.00	1.00	\$2,020.00		\$0.00	1.00	\$2,020.00
42	Roadside Restoration	LS	1.00	\$1,700.00	\$1,700.00	1.00	\$1,700.00		\$0.00	1.00	\$1,700.00
43	Minor Changes (minimum bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00		\$0.00		\$0.00	0.00	\$0.00

CITY OF CAMAS PROJECT NO. T1013 NE Adams Street Improvements				PAY ESTIMATE: FOUR - FINAL PAY PERIOD: 2/1/2019 Through 2/28/2019 ORIGINAL CONTRACT AMOUNT: \$359,798.66				Mc Donald Excavating 2719 Main Street Washougal, WA 98671 360-835-8794			
43A	Minor Changes - Temp. Repair of Water Services	LS	1.00	\$2,933.89	-	1.00	\$2,933.89		\$0.00	1.00	\$2,933.89
43B	Minor Changes - Cleanout Covers in Concrete	LS	1.00	\$274.75	-	1.00	\$274.75		\$0.00	1.00	\$274.75
43C	Minor Changes - Additional Water Flush & Test Sample	LS	1.00	\$677.44	-	1.00	\$677.44		\$0.00	1.00	\$677.44
43D	Minor Changes - Lower Waterline NE 19th AVE connection	LS	1.00	\$571.78	-	1.00	\$571.78		\$0.00	1.00	\$571.78
Schedule B SUBTOTAL:				\$156,634.00			\$156,066.86		\$0.00		\$156,066.86
Schedule B Sales Tax (8.4%):				\$13,157.26			\$13,109.62		\$0.00		\$13,109.62
Schedule B Total:				\$156,634.00			\$156,066.86		\$0.00		\$156,066.86

Change Order #1											
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
A	Remove & Replace Asphalt Driveway Panel to Match Grade (Schedule A - Non-Taxable)	LS	1.00	\$6,485.44	\$6,485.44	1.00	\$6,485.44		\$0.00	1.00	\$6,485.44
B	Remove Bid Item 10 - Removal and Replacement of Unsuitable Material (Road Base) (Schedule A - Non-Taxable)	CY	-30.00	\$65.00	(\$1,950.00)		\$0.00		\$0.00	0.00	\$0.00
C	Remove Bid Item 27 - Removal and Replacement of Unsuitable Material (Schedule B - Taxable)	CY	-50.00	\$50.00	(\$2,500.00)		\$0.00		\$0.00	0.00	\$0.00
D	Remove Bid Item 28 - Solid Rock Excavation (Schedule B - Taxable)	CY	-10.00	\$100.00	(\$1,000.00)		\$0.00		\$0.00	0.00	\$0.00
SUBTOTAL:					\$1,035.44		\$6,485.44		\$0.00		\$6,485.44
No Sales Tax					(\$294.00)		\$0.00		\$0.00		\$0.00
Total:					\$741.44		\$6,485.44		\$0.00		\$6,485.44

ORIGINAL CONTRACT TOTAL				\$346,641.40	CONTRACT TOTAL	\$346,641.40	TOTAL PREVIOUS	\$333,686.90	TOTAL THIS EST.	\$10,000.00	TOTAL TO DATE	\$343,686.90
ADDITIONS / DELETIONS								\$6,485.44		\$0.00		\$6,485.44
SUBTOTAL				\$346,641.40				\$340,172.34		\$10,000.00		\$350,172.34
SALES TAX (8.4%)				\$13,157.26				\$13,109.62		\$0.00		\$13,109.62
TOTAL CONTRACT				\$359,798.66				\$353,281.96		\$10,000.00		\$363,281.96
LESS 5% RETAINAGE *								\$0.00		\$0.00		\$0.00
TOTAL								\$353,281.96		\$10,000.00		\$363,281.96

* RETAINAGE BOND

SAN. ACT. NUMBER: 300-00-595-330-65

SAN. THIS PAY EST: \$10,000.00

F.I.

Stu Dwyer
Project Engineer

3/5/19
Date

[Signature]
Contractor

3/6/19
Date

Jim P. Caruth
Project Manager

3/6/19
Date

SITE LEASE AGREEMENT

THIS LEASE is entered into this _____ day of _____, 2019, by and between the City of Camas, Washington, a Municipal Corporation (hereinafter "City") and _____, a Oregon Drainage District, whose address is _____ (hereinafter "Tenant").

City is the owner in fee simple of a parcel of land located in the City, legally described on the attached Exhibit A (the "Premises"). Tenant desires to lease space on and air space above the Premises as described below for the installation and operation of certain equipment which includes requisite antennas, and connecting cables and appurtenances (collectively, "Equipment") for use in connection with its wireless telephone communications service ("Service").

In consideration of their mutual covenants, the parties agree as follows:

1. **Leased Premises.** City leases to Tenant and Tenant leases from City, on a non-exclusive basis, a portion of the Premises as legally described in attached Exhibit A, together with necessary space and rights for access and utilities, described and depicted in attached Exhibit B. Tenant may locate its Equipment on the Premises in the manner as described specifically in the attached Exhibit C. Tenant may not add Equipment in addition to that shown on Exhibit C other than as may be approved in writing by the City, which approval will not unreasonably be withheld if the additional Equipment is an improvement and consistent with Section 7 of this Site Lease Agreement...

2. **Term.** This Lease shall be five (5) years and shall commence on the date of execution by the City (the "Commencement Date") and shall end at 12:00 a.m. (midnight) on the fifth (5th) anniversary of the Commencement Date. This Lease may be renewed for three (3) additional five-year terms upon giving written notice to the City no more than six (6) months before and no later than three (3) months before the end of the current five-year term. The City may refuse to renew (i) in the event of breach of the Lease during the preceding term, or (ii) any other reason determined by the City in its reasonable discretion. Any such refusal shall be in writing and shall be sent to Tenant at least sixty (60) days prior to expiration of the then current five-year term.

3. **Rent.**

(Tenant shall pay to City as rent Seventy-Five and 00/100 DOLLARS (\$75.00) ("Rent") per month, to be paid on a semi-annual period (2 payments per year). The first semi-annual payment will be due within thirty (30) days of the Commencement Date. Subsequent semi-annuals payment will be January 15 and December 15 of each year. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term, if any, shall be prorated. Rent shall be payable to the City at 616 NE 4th Avenue, Camas, Washington 98607; Attention: City Finance Department.

(b) The Rent amount includes all expenses and costs related to the consumption of electricity and other utilities associated with the use of the Premises by Tenant.

(c) The Rent shall be increased by three percent (3%) per year throughout the Term

of this Lease and Renewal Terms (if any). Each 3% increase shall become effective January 1st of each calendar year.

4. Permitted Use of Premises.

(a) Tenant shall use that portion of the Premises leased herein for the installation, operation, and maintenance of its Equipment to provide Service. The Equipment and Premises may not be used for cable television services. Upon installation of Equipment, Tenant shall replace all lamps within fixtures mounted to replacement pole.

(b) Tenant shall, at its expense, comply with all applicable present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to zoning, aesthetics, landscaping, fencing, permits, removal and abandonment, screening, health, radio frequency emissions, other radiation and safety) in connection with the provision of Service and the use, operation, maintenance, construction and/or installation of Equipment on the Premises. Tenant shall obtain all required governmental approvals, authorizations, licenses and permits at Tenant's expense. City agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense, including reimbursement of City's reasonable attorney, administrative and other related fees, any licenses and permits required by Tenant's use of the Premises. Said cooperation shall in no way infer any special consideration or deviation from the land use and building construction permit approval process of the City that is applicable to the intended use of the Premises by Tenant.

(c) Tenant shall remove the Equipment from the Premises upon termination of the Lease. Upon removal of the Equipment, Tenant shall restore the Premises to the reasonable satisfaction of the City. All costs and expenses for the removal and restoration to be performed by Tenant shall be borne by Tenant. If, however, Tenant requests permission not to remove all or a portion of the improvements, and City consents to such non-removal, title to the affected improvements shall thereupon transfer to City and the same thereafter shall be the sole and entire property of City, and Tenant shall be relieved of its duty to otherwise remove same.

(d) The City reserves the right to use the property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the property, or developing, improving, repairing or altering the property. In furtherance of such rights, the Tenant will, upon the City's demand and at the Tenant's sole cost and expense, remove, repair, relocate, change, or reconstruct the Equipment pursuant to the City's instructions and within the reasonable time period prescribed by the City.

5. Relocation. In the event City desires to redevelop, modify, remodel or in any way alter the Property and/or any improvements located thereon ("Redevelopment"), City shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Tenant's Equipment, Tenant and City shall use best efforts to find a mutually acceptable alternate location for the Tenant's Equipment. Tenant shall relocate or make the necessary alterations, at Tenant's sole cost, expense and risk; provided, however, that City has provided Tenant with no less than ninety (90) days prior written notice of City's proposed Redevelopment. In the event that Tenant and City cannot agree on an alternate location for Tenant's Equipment on the Property using best efforts, either party may terminate this Lease, the effective termination date being one hundred eighty (180) days after Tenant's receipt of City's notice of the proposed Redevelopment. If the parties agree on an acceptable alternate location for Tenant's Equipment, Tenant and City agree to use their best efforts to amend this Lease to

document the new, alternate Equipment location, and from and after the date Tenant begins installation of its Equipment at such new location, such new location shall be deemed the Premises (or part thereof, as applicable) herein.

6. **Restoration.** In the event that Tenant causes damage of any kind during the course of installing, operating or maintaining the Equipment, including damage to the premises caused by cutting, boring, jack hammering, excavation or other work, and including latent damage not immediately apparent at the time of the work, Tenant shall repair the damage and/or restore the right-of-way at its sole cost and expense, without delay or interruption and within the reasonable time period prescribed by the City. Restoration of the premises shall be to a condition, which is equivalent to or better than the condition of the premises prior to commencing the installation, operation or maintenance of the Equipment and to a condition satisfactory to the City. Restoration of the right-of-way surface shall either include six inches (611) of crushed surfacing top course and three inches (3") of asphalt, class AB", or be replaced to the original condition, at the City's sole discretion. Whenever part of a square or slab or existing concrete sidewalk or driveway is cut or damaged, the entire square or slab shall be removed and replaced. All materials and compacting shall be in accordance with the "Standards and Specifications for Road, Bridge, and Municipal Construction," as amended.

7. **Improvements.** Tenant may update, replace, or add to the Equipment from time to time provided that the replacement or additional facilities are not greater in number or size or different in type, color or shape or height than the existing facilities, or are serve to enhance the performances of the existing Equipment and that any change in their location on the Premises is approved in writing by City. Tenant must submit an application to the City of Camas Planning Department for either a minor or major modification when replacing or adding antennas or equipment. Subject to the foregoing, Tenant may change the Equipment configuration specified in attached Exhibit C with the prior written approval of City. Tenant shall submit to City a written request for any such change and any supplemental materials as may be requested, for City's evaluation and approval. City shall have thirty (30) days after receipt of all requested materials in which to respond to such request and unless City so notifies Tenant to the contrary such approval shall be deemed granted. Except as may be required by FAA or FCC requirements, no lights or signs may be installed on the Premises or as part of the Equipment. Tenant further agrees to monitor the Equipment for fire, smoke, intrusion, and A/C power failure by Tenant's 24-hour electronic surveillance system. In connection therewith, Tenant has the right to do all work necessary to prepare and maintain the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers, after reasonable notice to the City. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner, in the reasonable determination of the City. Tenant shall also submit a construction schedule to the City for the City's approval, which approval shall not be unreasonably delayed or withheld.

8. **Premises Access.** Tenant shall have reasonable access to the Premises 24 hours a day, 7 days a week. Tenant shall provide advance notice to City of intent to access the Premises by any of Tenant's agents, independent contractors, or sub-contractors 48 hours in advance, by the following means: [City provide the means?] ; except that the 48-hours advance notice does not apply in cases of emergency as deemed by Tenant.

City retains and reserves the right to access the Premises at all times and shall be provided with a key, if any, Tenant, its agents, independent contractors, or sub-contractors shall, upon leaving the

Premises, ensure that the Premises are in the condition as required pursuant to Section 10 herein.

9. **Maintenance.** Tenant shall, at its own expense, maintain the Premises and Equipment on or attached to the Premises in a safe condition, in good repair and in a manner suitable to City. Additionally, Tenant when onsite shall not cause the Premises to have debris, graffiti and anything of a dangerous, noxious or offensive nature or create a hazard or undue vibration, heat, noise or any interference with City services. Tenant shall have sole responsibility for the maintenance, repair, and security of its Equipment and shall keep the same in good repair and condition during the Lease term. Except as provided in Section 7, new and replacement equipment (e.g. antennas, cabinets) are not considered normal maintenance within this provision. Tenant or its agents, independent contractors, or sub-contractors shall provide their own restroom facilities.

10. **Compliance with Laws.** Tenant's use of the Premises is subject to its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Tenant shall erect, maintain and operate its Equipment in accordance with applicable site standards, statutes, ordinances, rules and regulations now or hereinafter in effect as may be issued by the Federal Communications Commission, the City, or any other federal, state or other governing bodies. Tenant specifically waives any right to claim that any aspect of this Lease is contrary to any provision of any local, state or federal law (including the Telecommunications Act of 1996) in effect as of the date of this Agreement. In addition, Tenant specifically acknowledges that all or a portion of the premises is right-of-way subject to City's regulatory authority. Nothing herein shall be deemed to limit, impair or affect City's authority to franchise or otherwise permit usage of rights-of-way pursuant to its regulatory authority.

11. **Lease Subject to Future Ordinances.** Tenant acknowledges that the City may develop rules, regulations, ordinances and specifications for the use of the right-of-way and City property which shall govern Tenant's Equipment and activities hereunder as if they were in effect at the time this Lease was executed by the City and Tenant covenants and agrees to be bound by same.

12. **Interference.** Tenant shall not use the Premises in any way, which interferes with the use of the Premises by City, lessees, licensees, or other entities authorized by the City with rights to the Premises prior in time to Tenant's and in compliance with the requirements of FWCC 22-972 as it now exists or is hereafter amended. City shall have the right pursuant to FWCC 22-971 to grant rights for co-location of other telecommunications facilities on the Premises.

In addition, with regard to lessees or licensees whose operations commence after installation of the Equipment hereunder, Tenant shall not make any change in its operations that causes or is intended to cause material interference with such lessees or licensees. All operations by Tenant shall be in compliance with all FCC requirements.

13. **Termination.**

(a) Except as otherwise provided herein, this Lease may be terminated, without penalty to City or further liability of City, as follows:

(i) Upon thirty (30) days written notice by either party for failure to cure a default or breach, including non-payment of amounts due under this Lease, within that 30-day

period; or such longer period as may be required to diligently complete a cure commenced within the 30-day period;

(ii) Upon ninety (90) days written notice by Tenant that the Premises are or become unusable under Tenant's design or engineering specifications for its Equipment or the communications system to which the Equipment belongs;

(iii) Upon thirty (30) days written notice by City if Tenant abandons, vacates or ceases using the Premises or Equipment; or if Tenant becomes the subject of a bankruptcy proceeding and the bankruptcy proceeding is not vacated within 120 days;

(iv) Upon thirty (30) days written notice by City, for any reason as determined by the City in its reasonable discretion, including reasons involving public health, safety or welfare;

(v) Immediately, upon written notice by City, in the event of an emergency, as determined by the City in its reasonable discretion.

(vi) Upon thirty (30) days written notice by City, if Tenant fails to comply with all applicable federal, state, and local laws, including, without limitation, all governmental codes, ordinances, resolutions, standards and polices as now existing or hereafter adopted or amended, including, without limitation, all requirements of the FCC and the Federal Aviation Administration (FAA).

(vii) Upon thirty (30) days written notice by Tenant of a court decision described in Section 26(g) of this Lease below, and Tenant elects to terminate this Lease as a consequence of such court decision. If Tenant elects to terminate pursuant to this subsection, Tenant agrees that neither it, its successors, heirs or assigns will seek to enter into another Site Lease Agreement with the City of Federal Way for the Premises for a period of three (3) years from the date termination is effective, and Tenant waives any claim against the City arising out of any refusal to enter into a new lease should Tenant terminate under this subsection.

(viii) For any other reason set forth in this Agreement.

(b) In the event of any termination under this Section, Tenant shall pay City all monies due as rent and/or penalties, including attorney and collection fees and any other damages incurred by City as a result of such termination. In addition, Tenant shall, at its sole expense, return the Premises to the same condition as prior to this Lease (normal wear and tear excepted), and shall remove all Equipment.

(c) No re-entry and taking of possession of the Premises by City shall be construed as an election on City's part to terminate this Lease, regardless of the extent of renovations and alterations by City, unless a written notice of such intention is given to Tenant by City. Notwithstanding any re-letting without termination, City may at any time thereafter elect to terminate this Lease for such previous breach.

14. Indemnity and Insurance.

(a) Disclaimer of Liability: City shall not, at any time, be liable for injury or damage

occurring to any person or property from any cause whatsoever arising out of Tenant's construction, installation, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Equipment and Tenant expressly assumes all such risk.

(b) Indemnification and Hold Harmless: Tenant shall, at its sole cost and expense, indemnify and hold harmless City and its officers, boards, commissions, employees, agents, attorneys, and contractors from and against any and all liability, damages, and claims, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be asserted by reason of any act or omission of Tenant, its employees, agents, or contractors or which may be in any way connected with the construction of, installation, operation, maintenance, repair, use, condition or dismantling Tenant's Equipment except for claims arising from the negligence of City and its officers, boards, commissions, employees, agents, attorneys and contractors.

(c) Insurance: During the term of this Lease, Tenant shall maintain in full force and effect and at its sole cost and expense, and naming City, its officers, boards, commissions, employees and agents as additional insureds, the following types and limits of insurance:

(i) Comprehensive commercial general liability insurance with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate.

(ii) Comprehensive automobile liability insurance with combined single minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate.

(iii) Worker's compensation insurance and such other insurance as may be required by law.

(d) Evidence of Insurance: Certificates of insurance for each insurance policy required by this Lease, along with written evidence of payment of required premiums, shall be filed and maintained with City prior to commencement of the term of this Lease and thereafter.

(e) Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following or substantially similar endorsement:

"At least sixty (60) days prior written notice shall be given to City by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail."

(f) Deductibles: All insurance policies may be written with commercially reasonable deductibles.

(g) Defense of City: In the event any action or proceeding shall be brought against the City resulting from Tenant's operations pursuant to this Site Lease Agreement, Tenant shall, at Tenant's sole cost and expense, resist and defend the same provided, however, that Tenant shall not admit liability in any such matter on behalf of the City without the written consent of City.

Nothing herein shall be deemed to prevent City from cooperating with Tenant and

participating in the defense of any litigation with City's own counsel. Tenant shall pay all expenses incurred by City in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the City's attorney, and the actual expenses of City's agents, employees, consultants and expert witnesses, and disbursements and liabilities assumed by City in connection with such suits, actions or proceedings.

15. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of the City, shall be construed to be a tenancy from month to month and shall otherwise be on the terms, covenants and conditions herein specified.

16. **Acceptance of Premises.** Tenant accepts the Premises in the condition existing as of the Commencement Date. City makes no representation or warranty with respect to the condition of the Premises and City shall not be liable for any latent or patent defect in the Premises.

17. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to City, to: Mayor
616 NE 4th Avenue
Camas, WA 98607

With copy to: City Attorney
430 NE Everett Street
Camas, WA 98607

If to Tenant, to: _____

(a) **Contact for Emergencies.** Emergency 24-hour contact number(s) must be provided and/or displayed on Tenants building or equipment, and Tenant shall immediately provide updated contact information in the event of any change thereof.

Tenant Contact for Emergencies: _____ (local)
Tenant Contact for Emergencies: _____ (national)

18. **Subleasing or Assignment.** Tenant may not assign this Lease or sublet the Premises or Equipment, in whole or in part, without the prior written consent of City, which may not be unreasonably withheld. City may inquire into the qualifications and financial stability of a potential assignee or sub-lessee and reasonably request any information related to such inquiry and may also condition such approval upon the financial, legal and technical expertise of a proposed assignee or sub-lessee and upon the resolution of any compliance obligation under the Lease. If the City has not responded to a request to assign or sublet with a decision within forty-five (45) days, City approval shall be deemed given. Tenant may, however, upon notice to City and without City approval, mortgage or grant a security interest in this Lease and the Equipment.

19. **Successors and Assigns.** Subject to Section 19 this Lease shall be binding upon and inure to the benefit of the parties, and their respective permitted successors and assigns.

20. **Non-Waiver.** Failure of City to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but City shall have the right to specifically enforce such rights at any time and take such action as might be lawful or authorized, either in law or equity. Damages are not an adequate remedy for breach. The receipt of any sum paid by Tenant to City after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing by the City.

21. **Quiet Enjoyment, Title and Authority.** City represents to Tenant that:

(a) City has authority to execute this Lease;

(b) City has title to the Premises free and clear of any encumbrances, liens or mortgages, except those encumbrances, liens and mortgages and matters of record, and these and any other matters disclosed and/or otherwise apparent to Tenant;

(c) There is legal ingress and egress to the Premises from a right-of-way; and

(d) Execution and performance of this Lease will not violate any laws or agreements binding on City;

(e) City covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peacefully and quietly enjoy the Premises.

22. **Condemnation.** In the event the Premises are taken in whole or in part by any entity by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. Tenant shall not be entitled to any portion of the award paid and the City shall receive the full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. However, Tenant shall have the right to claim and recover from the condemning authority, other than the City, such other compensation as may be separately awarded or recoverable by Tenant. If this lease terminates due to condemnation, Tenant shall promptly remove all of its Equipment from the Premises.

23. **Alteration, Damage or Destruction.** If the Premises or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Equipment through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days written notice to City. In such event, Tenant shall promptly remove the Equipment from the Premises and shall restore the Premises to the same condition as existed prior to this Lease. This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence and its other obligations hereunder, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. City shall have no obligation to repair any damage to any portion of the Premises.

24. **Miscellaneous.**

(a) City and Tenant respectively represent that their signatory is duly authorized and has full right, power, and authority to execute this Lease.

(b) With the exception of applicable and future laws, ordinances, rules, and regulations this Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. Except as previously set forth, there are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

(c) This Lease shall be construed in accordance with the laws of the State of Washington.

(d) Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

(e) If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for or in addition to any portion of the property taxes and special assessments, if any, now imposed on Equipment, there is imposed a tax upon or against the rentals payable by Tenant to City, Tenant shall also pay those amounts.

(f) Tenant shall be responsible for obtaining all necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Tenant from any person or entity.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. In the event that a court of competent jurisdiction determines void or invalid any term of any other Lease, where such term is substantially equivalent to a term of this Lease, the City may, at its sole option and within 30 days of notice thereof by Tenant: (i) determine that such judicial determination shall not affect the terms of this Lease, which shall continue in full force and effect; (ii) determine that a term of this Lease is invalid, but severable, and that such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect; or (iii) terminate this Lease pursuant to Section 14 (a) (vii) above.

(h) This Agreement may be enforced at both law and equity. Damages are not an adequate remedy for breach.

25. **Legislative Changes.** In the event that any federal, state or local governmental entity adopts a law, ordinance, or regulation, or amends existing laws, ordinances, or regulations, and the new or amended law, ordinance, or regulation would limit, impair, or affect any of the parties' rights or obligations under this Agreement, Tenant agrees that (except for changes authorized under Section 12 above) the provisions of this Lease contract shall remain lawful and binding and enforceable on the parties, and Tenant waives any rights to claim otherwise.

DATED the effective date set forth above.

CITY OF CAMAS

By: _____

Mayor
616 NE 4th Avenue
Camas, WA 98607

TENANT

By: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2016, personally appeared _____, to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed, of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of
Washington, Residing at _____
My appointment expires: _____



Staff Report

April 1, 2019 Council Meeting

Resolution No. 19-003 prohibiting parking on the East side of NE Everett Street from the corner of NE 39th Avenue south a distance of 75 feet

Staff Contact	Phone	Email
James Carothers, Engineering Manager	360.817.7230	jcarothers@cityofcamas.us

PURPOSE: Residents of Lacamas Pointe subdivision enter and exit their property from NE 39th Avenue off NE Everett Street (SR 500). The City has received complaints about sight distance at this intersection. Staff has received a request to restrict parking on the east side of NE Everett Street south of the intersection.

Staff has conducted a sight distance study of the intersection. Staff finds that cars parked to the south reduce the sight distance below the recommended minimum for an intersection (AASHTO "A Policy on Geometric Design of Highways and Streets" 2011 Edition.) Staff has contacted residents in the area and has received no objection to the proposed parking restriction.

RECOMMENDATION: Staff recommends adoption of Resolution 19-003.

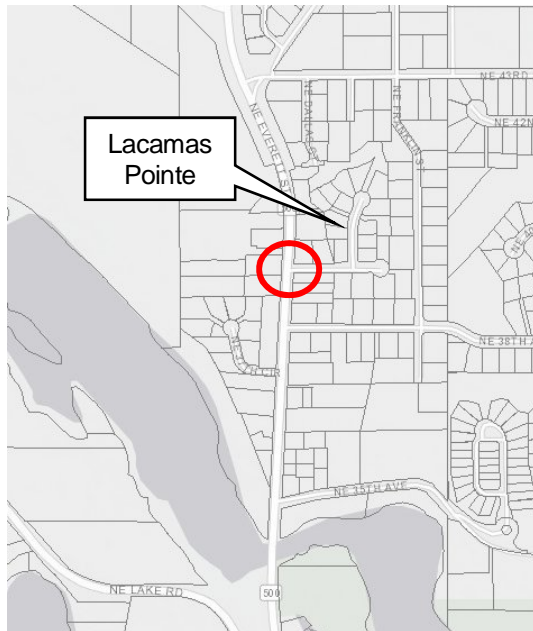


Figure 1: Location of NE 39th Avenue in red.



Figure 2: Sight distance from NE 39th Avenue looking south.

RESOLUTION NO. 19-003

A RESOLUTION prohibiting parking on the East side of NE Everett Street from the corner of NE 39th Avenue south a distance of 75 feet.

WHEREAS, City Staff has conducted a survey of the available sight distance at NE 39th Avenue and NE Everett Street;

WHEREAS, the Council finds that the sight distance to the south of NE 39th Avenue to be impaired when vehicles are parked within 75 feet of the intersection of NE 39th Avenue and NE Everett Street;

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

SECTION I

There shall be no parking permitted on the East side of NE Everett Street from the corner of NE 39th Avenue south for a distance of 75 feet.

SECTION II

The City Engineer is directed to erect appropriate signage giving notice of the parking restriction.

SECTION III

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

ADOPTED at a regular Council meeting this ____ day of _____, 2019.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney