



**CITY COUNCIL WORKSHOP MEETING AGENDA**  
**Monday, February 5, 2018, 4:30 PM**  
**City Hall, 616 NE 4th Avenue**

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**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PUBLIC COMMENTS**

**IV. WORKSHOP TOPICS**

**A. East County Fire and Rescue (ECFR) Functional Consolidation**

Details: This item allows for further discussion about the proposed ECFR Functional Consolidation and to seek direction for the Fire Joint Policy Advisory Committee (JPAC) members and members of the Functional Consolidation Exploratory Committee before the next meeting is held for each group.

Presenter: Nick Swinhart, Fire Chief

Recommended Action: This item is for Council's information only.

 [ECFR Functional Consolidation Review](#)

**B. Exchange Agreement with Zayo Group, LLC**

Details: The Camas School District (CSD) asked that a conduit be installed on Leadbetter Road with the North Shore Sewer Transmission System project so the district's internet provider, Zayo Group, LLC (Zayo), could install fiber optics to the new Lacamas Lake Elementary School. City staff sought permission from Zayo to use a portion of the fiber optic line to interconnect the three North Shore sewer pump stations, allowing the pump stations to communicate via fiber. The pump station lines will not be connected to the school district's system, or the internet and will be strictly used for communication between the pump stations. Zayo has asked the City to sign an Exchange Agreement, which recognizes the mutual benefit of Zayo having access to the City's conduit and the City having access to a portion of Zayo's fiber optic line. The agreement includes two exhibits showing the dollar value Zayo is receiving from using the City's conduit and the dollar value the City is receiving for the use of Zayo's fiber, which are of equal value, so no amount is owed by either party. The Exchange Agreement has been reviewed by Public Works, Finance and the City Attorney. Staff will be available to answer any questions.

Presenter: Sam Adams, Utilities Manager

Recommended Action: Staff recommends this item be placed on the February 20, 2018 Consent Agenda for Council's consideration.


 [Exchange Agreement between the City of Camas and Zayo Group, LLC](#)

**C. Intergovernmental Agreement with Clark Public Utilities (CPU) Regarding Transfer of a Satellite Water System**

Details: Staff presented a draft Intergovernmental Agreement to Council at the January 16, 2018 Workshop Meeting regarding transfer of the Mountain Glen Satellite Water System from CPU to the City of Camas. Council had a variety of questions including what monthly water rate the Mountain Glen customers would potentially be subject to and if there was a requirement to memorialize the new rate, among other things. Staff has had additional discussions regarding the agreement and transfer with the City Attorney and will respond to the questions raised during the January 16, 2018, meeting.

Presenter: Steve Wall, Public Works Director


Recommended Action: Staff recommends this item be placed on the March 5, 2018 Regular Meeting Agenda for Council's consideration.

 [Intergovernmental Agreement with CPU for Mountain Glen Transfer](#)  
[Mountain Glen Transfer Exhibit](#)

D. Public Works Miscellaneous and Updates

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

Presenter: Steve Wall, Public Works Director

 [Capital Project Master Schedule - Feb 2017](#)  
[Capital Project Master Schedule - Jan 2018](#)

E. Draft Ordinance Related to Public Records Fees

Details: Legislative changes to Revised Code of Washington (RCW) 42.56, the Public Records Act, authorizes agencies to charge for providing copies of electronically produced public records. Agencies may either calculate actual costs to process requests or use the fees outlined in the law. Staff proposes to use the default fee schedule outlined by the state. Under the law, an ordinance is required to authorize the adoption of the state's rules, which allow for fees. The City Attorney has drafted an ordinance for review.

Presenter: Jennifer Gorsuch, Administrative Services Director

Recommended Action: Staff recommends this item be placed on the February 20, 2018 Regular Meeting Agenda for Council's consideration.

 [Draft Ordinance Related to Charging Fees Under the Public Records Act](#)

F. 2018 Proposed Fee Schedule Update

Details: The 2018 Fee Schedule was prepared in early Fall 2017. Legislative changes and analysis of cost recovery require a few fees to be updated for 2018. This presentation includes the fee updates, the reason for the changes and provides for discussion with staff.

Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: Staff recommends this item be placed on the February 20, 2018 Regular Meeting Agenda for Council's consideration.

 [2018 Fee Schedule Update](#)


G. Addendum to the Interlocal Agreement with Camas School District (CSD) for the School Resource Officer (SRO)

Details: The Washington State operating budget for 2017-2019 biennium included a provision making Law Enforcement Officers' and Fire Fighters' (LEOFF) Plan 2 employers responsible for funding both the employer and state retirement contributions

owed on LEOFF Plan 2 basic salary earned for services rendered to a non-LEOFF employer, such as a school district. Through an interlocal agreement, CSD retains a police officer to act as the SRO at the middle and high schools. CSD pays the City a portion of the officer's salary. This addendum would modify the agreement to include the addition of the state retirement portion of the officer's salary to also be billed to CSD. The effective date of the addendum would be January 1, 2018.

Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: Staff recommends this item be placed on the February 20, 2018 Regular Meeting Agenda for Council's consideration.

 [Addendum to Interlocal Agreement for School Resource Officer](#)  
[Resolution for Addendum](#)

H. City of Camas 2017 Financial Review for 4th Quarter

Details: Staff will provide a review of the City's financial position during the 4th Quarter of 2017, including a budget review, investment portfolio performance and debt portfolio balances. National and regional economic information will be reviewed for context, as well as the anticipated outlook for 2018. Following the presentation, staff will provide an overview of property tax rates analysis as part of the ongoing series to review a financial topic each quarter.

Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: This item is for Council's information only.

 [Financial Performance 2017 4th Qtr](#)

I. Community Development Miscellaneous and Updates

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

Presenter: Phil Bourquin, Community Development Director

J. City Administrator Miscellaneous Updates and Scheduling

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

Presenter: Peter Capell, City Administrator

## V. COUNCIL COMMENTS AND REPORTS

## VI. PUBLIC COMMENTS

## VII. ADJOURNMENT

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.

# Camas-Washougal Fire Department & East County Fire & Rescue

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**Functional Consolidation Financial Review**

**Camas City Council Briefing**

December 4, 2017





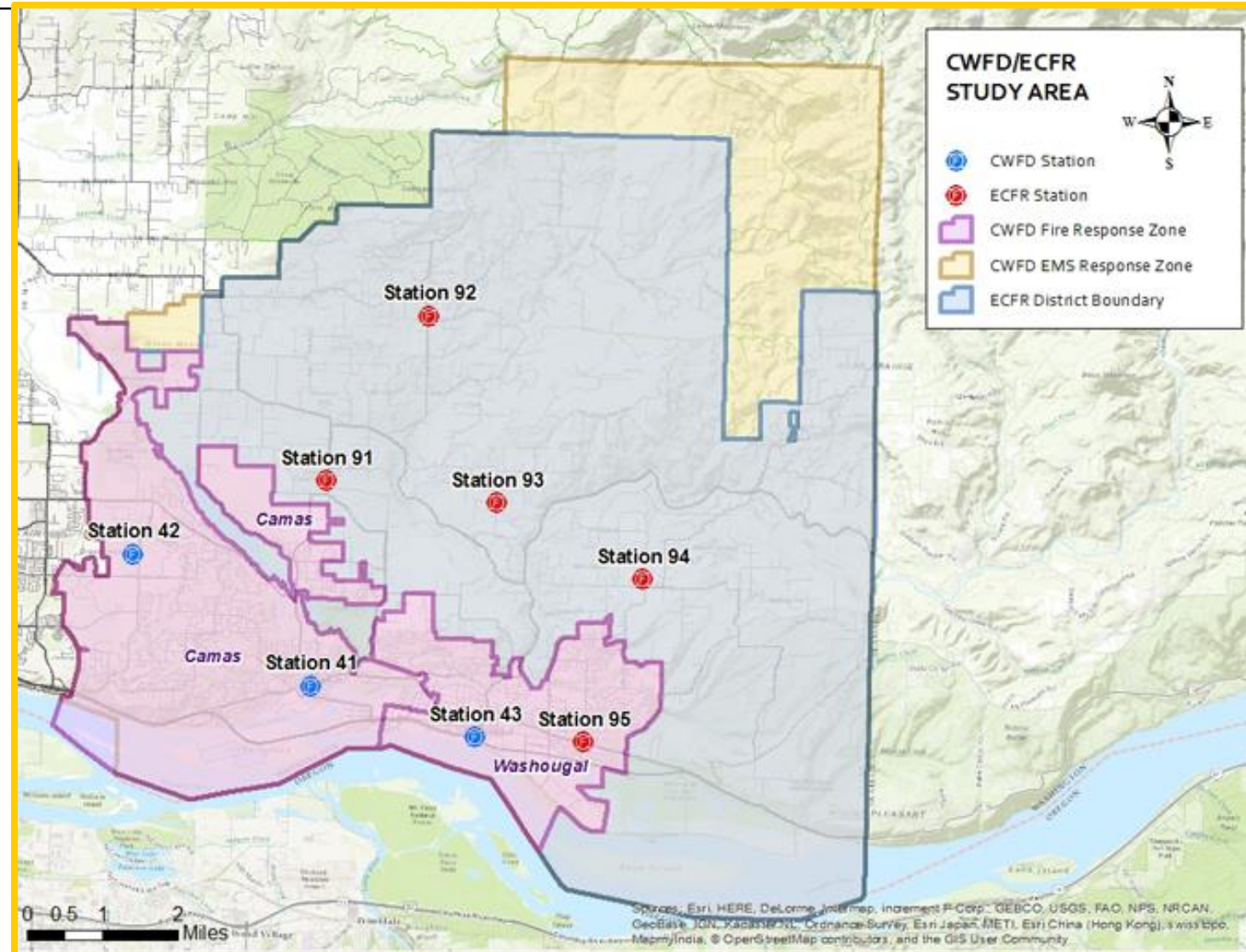
# Agenda

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- Staffing and Deployment Scenarios
- Deployment Scenario Cost Estimates
- Potential Funding Sources
- Summary Observations

# Staffing and Deployment Scenarios

- Service area map and station locations



# Staffing and Deployment Scenarios

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## Scenario 1: Engine 91 w/ALS Response Capability

- Station 91 minimum staffing to include one Firefighter/Paramedic and one full-time Firefighter (two staff total)
  - One Captain to be part of minimum staffing at Station 91
- Engine 91 to include ALS response equipment and supplies
- Station 94 to be staffed with part-time firefighters as current staffing allows plus volunteers

# Staffing and Deployment Scenarios

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## Scenario 2: Medic Unit & Engine at Station 91

- Station 91 minimum staffing to include one Firefighter/Paramedic and one full-time Firefighter (two staff total)
  - One Captain to be part of minimum staffing at Station 91
- Engine 91 to include ALS response equipment and supplies
- Medic Unit & Engine cross-staffed depending on call type
- The reserve medic unit currently housed at Station 43 to be moved to Station 91
- Station 94 to be staffed with part-time firefighters as current staffing allows plus volunteers

# Staffing and Deployment Scenarios

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## Scenario 3: Medic Unit & Engine at Station 91

- Station 91 minimum staffing to include two full-time firefighters for Engine 91 and one Firefighter/Paramedic and one full-time Firefighter for a new medic unit (four staff total)
  - One Captain to be part of minimum staffing at Station 91
- The reserve medic unit currently housed at Station 43 to be moved to Station 91
- Station 94 to be staffed with part-time firefighters as current staffing allows plus volunteers

# Staffing and Deployment Scenarios

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## Interim and Permanent Options Analyzed

- Interim period of 6-12 months proposed
- Assess how the consolidated management and deployment would work in practice
- Assess the impact of the deployment plan on responses from each of the CWFD and ECFR stations
- Explore/implement options for permanent funding and address impact on CWFD and Camas/ECFR EMS system funding
- Begin 1Q 2018

# Deployment Scenario Cost Estimates

## Current Staffing and Deployment

- Blended ratio of FTE to minimum staffing = 4.19
- CWFD ratio higher than ECFR due to lower hours worked per week & year

December 4, 2017

Current Staffing by Agency	Full Time Firefighter	Part Time Firefighter	Firefighter/ Paramedic	Captain	Total
<u>Full Time Equivalent Employees (FTE)</u>					
CWFD	14.00		21.00	9.00	44.00
ECFR	6.00	4.00	0.00	3.00	13.00
<b>Total FTE</b>	<b>20.00</b>	<b>4.00</b>	<b>21.00</b>	<b>12.00</b>	<b>57.00</b>
<u>Minimum Staffing</u>					
Station 41	2.00		1.00	1.00	4.00
Station 42			1.00	1.00	2.00
Station 43	2.00		1.00	1.00	4.00
Station 91	0.90	0.42		0.63	1.95
Station 94	0.78	0.65		0.21	1.64
<b>Total Minimum Staffing</b>	<b>5.68</b>	<b>1.07</b>	<b>3.00</b>	<b>3.84</b>	<b>13.59</b>
<u>FTE/Minimum Staffing Ratio</u>					
CWFD Staffing Ratio	3.50	NA	7.00	3.00	4.40
ECFR Staffing Ratio	3.57	3.74	NA	3.57	3.62
<b>Total Staffing Ratio</b>	<b>3.52</b>	<b>3.74</b>	<b>7.00</b>	<b>3.13</b>	<b>4.19</b>

# Deployment Scenario Cost Estimates

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## Scenario Staffing Requirements

### ■ Scenario 1 & 2

- No new staffing required for either interim or permanent consolidation
- Potential for ~0.60 additional minimum staffing under interim consolidation
- Additional 0.20 FTE required for permanent consolidation

### ■ Scenario 3

- Six new full time staff required for interim consolidation
- Nine new full time staff required for permanent consolidation



# Deployment Scenario Cost Estimates

## Permanent Consolidation Wage Adjustments

- Nine ECFR uniformed staff at CWFD pay scale will cost ~\$147,000 more per year

2018 Salaries and Benefits Costs by Position (1)				ECFR FTE	Additional Cost
	ECFR	CWFD	Difference		
<b><u>Firefighter</u></b>					
Firefighter Top Step Wage	\$ 72,008	\$ 84,639	\$ 12,632		
Wage Related Benefits at 13.08%	\$ 9,419	\$ 10,858	\$ 1,439		
Medical Insurance Benefits	\$ 15,600	\$ 16,800	\$ 1,200		
<b>Total Firefighter Wage &amp; Benefits</b>	<b>\$ 97,026</b>	<b>\$ 112,297</b>	<b>\$ 15,271</b>	<b>6.0</b>	<b>\$ 91,625</b>
<b><u>Captain (Non-Paramedic)</u></b>					
Captain Top Step Wage	\$ 86,420	\$ 101,569	\$ 15,150		
Wage Related Benefits at 13.08%	\$ 11,304	\$ 13,285	\$ 1,982		
Medical Insurance Benefits	\$ 15,600	\$ 16,800	\$ 1,200		
<b>Total Captain Wage &amp; Benefits</b>	<b>\$ 113,324</b>	<b>\$ 131,655</b>	<b>\$ 18,331</b>	<b>3.0</b>	<b>\$ 54,994</b>
<b>Total Additional Personnel Cost:</b>					<b>\$ 146,619</b>
<i>Note 1) CWFD 2018 salaries are not available and are estimates; Medical insurance cost is approximate</i>					

# Deployment Scenario Cost Estimates

## Annual Operating and First Year Cost Estimate

Cost Category	Interim Consolidation			Permanent Consolidation		
	Scenario 1	Scenario 2	Scenario 3	Scenario 1	Scenario 2	Scenario 3
Full Time Personnel	\$ -	\$ -	\$ 655,000	\$ 147,000	\$ 147,000	\$ 1,137,000
Overtime	\$ -	\$ -	\$ -	\$ 31,600	\$ 31,600	\$ -
ALS Equipment & Supplies	\$ 6,000	\$ 6,000		\$ 6,000	\$ 6,000	\$ -
<b>Total Annual Operating</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	<b>\$ 655,000</b>	<b>\$ 184,600</b>	<b>\$ 184,600</b>	<b>\$ 1,137,000</b>
One Time Personnel Costs	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ 112,500
One Time ALS Equipment	\$ 37,350	\$ 37,350		\$ 37,350	\$ 37,350	\$ -
<b>Total 1st Year Costs</b>	<b>\$ 43,350</b>	<b>\$ 43,350</b>	<b>\$ 730,000</b>	<b>\$ 221,950</b>	<b>\$ 221,950</b>	<b>\$ 1,249,500</b>
<b>New FTEs</b>	<b>0.0</b>	<b>0.0</b>	<b>6.0</b>	<b>0.0</b>	<b>0.0</b>	<b>9.0</b>

- Direct costs only; does not include support services/overhead
- Does not include Medic Unit replacement costs

# Potential Funding Sources

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## ■ ECFR New Revenue Options

- Voter approved regular levy lid lift (50% approval)
- Windfall revenue with EMS renewal at \$0.35 (50% approval)
- Voter approved EMS levy increase to \$0.46 (60% approval)
- Voter approved EMS levy increase to \$0.50 (60% approval)

## ■ Camas New Revenue Options

- Windfall revenue with EMS renewal at \$0.46 (50% approval)
- Voter approved EMS levy increase to \$0.50 (60% approval)

## ■ Staffing/Support Services Expense Reductions

- Administrative support/Management staff
- ECFR part-time firefighters (eliminate Station 94 paid staff)

# Potential Funding Sources

## Dedicated Property Taxes Available

- ECFR regular levy lid lift to \$1.50/\$1,000 AV and/or EMS levy to \$0.50/\$1,000 AV maximum
- Camas EMS levy renewal and/or increase to \$0.50/\$1,000 AV maximum

	Forecast			
	2018	2019	2020	2021
<b><u>ECFR</u></b>		EMS Renewal		
Regular Levy Lid Lift to \$1.50	\$ 338,000	\$ 416,000	\$ 449,000	\$ 482,000
EMS Levy Renewal at \$0.35	\$ 108,000	\$ 126,000	\$ 135,000	\$ 143,000
EMS Levy Increase to \$0.46	\$ 283,000	\$ 310,000	\$ 323,000	\$ 338,000
EMS Levy Increase to \$0.50	\$ 346,000	\$ 377,000	\$ 392,000	\$ 408,000
<b>Maximum Available</b>	<b>\$ 684,000</b>	<b>\$ 793,000</b>	<b>\$ 841,000</b>	<b>\$ 890,000</b>
<b><u>Camas</u></b>		EMS Renewal		
EMS Levy Renewal at \$0.46	\$ 478,000	\$ 566,000	\$ 612,000	\$ 659,000
EMS Levy Increase to \$0.50	\$ 645,000	\$ 744,000	\$ 796,000	\$ 851,000

# Summary Observations

## Estimated Expenses and Potential Revenue

- ECFR EMS levy has capacity for Scenarios 1 & 2
- ECFR lid lift & EMS levy fall short of Scenario 3 costs
- ECFR and Camas funding is sufficient to fund Scenario 3

<b>Estimated Annual Expenses</b>	
Scenario 1: Add ALS Capability to Engine 91	\$ 184,600
Scenario 2: Cross-Staff Medic Unit/Engine at Station 91	\$ 184,600
Scenario 3: Staff Medic Unit & Engine at Station 91	\$ 1,137,000
<b>Estimated Annual Revenue</b>	
ECFR Regular Levy Lid Lift (2019 - 50% approval)	\$ 416,000
ECFR EMS Levy at \$0.35 (2021 - 50% approval)	\$ 143,000
ECFR EMS Levy to \$0.46 (2019 - 60% approval)	\$ 338,000
ECFR EMS Levy to \$0.50 (2021 - 60% approval)	\$ 408,000
Camas EMS Levy at \$0.46 (2019 - 50% approval)	\$ 566,000
Camas EMS Levy to \$0.50 (2019 - 60% approval)	\$ 744,000
Administrative/Management Staffing	~\$100,000 ea.
Part Time Firefighters	\$ 160,000

# Summary Observations

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## Other Considerations

- ECFR EMS levy increase needed to pay fair share of existing ALS/ambulance service – per ESCI EMS system assessment
- Impact of consolidation expenses and revenues on Camas-Washougal agreement
- Impact of alternative deployment at ECFR Station 94 on current ECFR and CFWD services and ECFR voter support
  - Use metrics to track changes in services/response

# Discussion & Next Steps

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## ■ Discussion/Questions

- Deployment options
- Expense estimates
- Revenue options

## ■ Next Steps

- Additional analysis if needed
- Briefings with ECFR Commissioners
- Initiate discussions regarding labor agreements and inter-local agreement
- Check back in early 2018 and update with CWFD JPAC

## EXCHANGE AGREEMENT

**THIS EXCHANGE AGREEMENT** (“Agreement”) entered into as of \_\_\_\_\_, is made by and between **City of Camas**, (“City of Camas”) and **Zayo Group, LLC**, a Delaware limited liability company, and its Affiliates and subsidiaries (“Zayo”). Each of Zayo and City of Camas may also be collectively referred to in this Agreement as the “Parties” or, individually, as a “Party.”

**WHEREAS**, City of Camas is a municipality that owns, operates and maintains fiber networks in Washington; and,

**WHEREAS**, Zayo is a telecommunications provider that owns, operates and maintains metro fiber networks in multiple cities and long haul networks nationwide; and,

**WHEREAS**, each Party recognizes the efficiencies realized in exchanging certain dark fibers in support of their own business purposes to effectuate the operations desired by both Parties and is willing to exchange such dark fibers simultaneously in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

### ARTICLE 1: DEFINITIONS

For the purposes of this Agreement, the following terms, whether in the singular or in the plural, when used in this Agreement and initially capitalized, will have the meaning specified:

- 1.1 “Accepting Party” shall mean the Party (either City of Camas or Zayo, as the context requires) who receives either City of Camas conduit access or Zayo dark fiber from the Provider and accepts and uses such dark fibers or conduit pursuant to this Agreement.



- 1.2 “Access Point” is the physical location(s) at which Accepting Party may connect its telecommunications system with the City of Camas conduit access or the Zayo dark fiber, as the context requires. Access Points are further described in Exhibit A for the City of Camas conduit access and Exhibit B for the Zayo dark fiber.
- 1.3 “Affiliate” shall mean, with respect to any Person, any other Person, who directly or indirectly controls, is controlled by, or is under common control with that Person. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether by way of equity ownership, contract or otherwise.
- 1.4 “Claim” shall mean all suits, actions, damages, claims, liabilities, losses, fines, judgments, costs and expenses (including reasonable attorneys’, accountants’, experts’ fees and disbursements and costs of appeal) of any kind or character.
- 1.5 “Facilities” shall mean the Zayo dark fiber, together with its manholes, handholes and other related improvements, all of which are owned or controlled by Zayo.
- 1.6 “Governmental Authority” shall mean any federal, state, regional, county, municipal, local, territorial, or tribal government, or any public or quasi-public authority, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and sewer authorities.
- 1.7 “City of Camas conduit access” shall mean the conduit access provided by City of Camas to Zayo as further described in Exhibit A.
- 1.8 “Person” shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.
- 1.9 “Project Costs” shall mean, for each Party, all labor, transportation, supervision, materials and other costs associated with the applicable Party’s Work.

- 1.10 “Provider” shall mean (a) with regard to the fibers provided by City of Camas to Zayo, City of Camas will be the Provider; (b) with regard to the conduit provided by Zayo to City of Camas, Zayo will be the Provider.
- 1.11 “Service Order” shall mean the service order placed by Zayo for City of Camas conduit access or the service order placed by City of Camas for the Zayo dark fiber in accordance with the procedures set forth in the Underlying Agreements.
- 1.12 “Underlying Rights” shall mean all deeds, leases, easements (including express, implied or prescriptive), rights-of-way agreements, licenses, franchises, pole attachment licenses, grants, contracts and other rights, titles and interests to use real property of any third Person, which are necessary for the construction, placement, location, installation, operation, use, lease, IRU, rental, maintenance, repair or replacement of either the City of Camas conduit access or Zayo dark fiber.
- 1.13 “Work” shall mean all necessary project management, engineering, make-ready, installation, construction and demobilization work required to be completed by each Party in order to provide either the City of Camas conduit access or the Zayo dark fiber.
- 1.14 “Zayo dark fiber” shall mean the conduit provided by Zayo to City of Camas as further described in Exhibit B.

## **ARTICLE 2: EXCHANGE**

- 2.1 The Parties will perform their respective obligations as set forth in Articles 3 and 4 below in accordance with the terms and conditions of this Agreement.
- 2.2 The consideration to Zayo for its performance of this Agreement is as described in Article 3. The consideration to City of Camas for its performance of this Agreement is as described in Article 4. Both Parties stipulate that the consideration supporting their respective rights and performance obligations under this Agreement is adequate and sufficient. The Parties agree that each considers the exchanges to be made hereunder an even or equivalent exchange with no other consideration, fees or charges required to be paid by either Party beyond that established in this Agreement with respect to such Exchange.

- 2.3 The Parties will provide one another fiber or conduit routes as generally described in Articles 3 and 4 below and under the terms and conditions of this Agreement.
- 2.4 In the event of an express conflict between a term in this Agreement, including any amendment, and a term in an Underlying Agreement, the term in this Agreement will control, but solely with respect to the City of Camas conduit access or Zayo dark fiber covered by such Underlying Agreement.

### **ARTICLE 3: CITY OF CAMAS PROVIDES TO ZAYO**

Concurrent with the Effective Date of this Agreement, City of Camas shall provide, and Zayo shall receive the City of Camas conduit access as more fully described in Exhibit A.

### **ARTICLE 4: ZAYO PROVIDES TO CITY OF CAMAS**

Concurrent with the Effective Date of this Agreement, Zayo shall provide, and City of Camas shall receive the Zayo dark fiber as more fully described in Exhibit B.

### **ARTICLE 5: TERM AND TERMINATION**

- 5.1 This Agreement shall become effective as of the Effective Date and, if not earlier terminated in accordance with the provisions herein, shall continue in effect until the latest expiration of the initial twenty (20) years ("Initial Term"). If the Provider intends to decommission, abandon or otherwise stop providing services it provides to the Accepting Party, it shall provide written notice at least one hundred eighty (180) days prior to the end of the Initial Term or a Renewal Term. The Accepting Party will have the right to take ownership of the fiber or conduit, as applicable, and begin to maintain the network.
- 5.2 Upon the final expiration of the Term, the Agreement shall immediately terminate, all rights to the use of the City of Camas conduit access and the Zayo dark fiber shall revert to the applicable Provider, and Provider shall owe the Accepting Party no further duties, obligations or consideration.
- 5.3 An Accepting Party may terminate its Service Order for convenience prior to the end of the Service Term without affecting the Provider's rights as an Accepting Party hereunder

and, in such event, (i) the Provider may continue under its Service Order until such Service Order has expired or been terminated; and (ii) the Accepting Party shall not receive any compensation for such termination.

- 5.4 Zayo may terminate, upon thirty (30) days' written notice, its Service Order to City of Camas if City of Camas terminates the Service Order provided by City of Camas to Zayo.
- 5.5 City of Camas may terminate, upon thirty (30) days' written notice, its Service Order to Zayo if Zayo terminates the Service Order provided by Zayo to City of Camas.
- 5.6 Either Party may terminate, upon thirty (30) days' written notice, this Agreement if the other Party has violated any material term of this Agreement and the defaulting Party has failed to cure such breach, all as further described and in accordance with Article 11 Default and Termination below.

#### **ARTICLE 6 ACCESS TO CITY OF CAMAS CONDUIT ACCESS AND ZAYO DARK FIBER SYSTEM**

- 6.1 City of Camas shall provide Zayo with access to the City of Camas conduit access at the Demarcation Points as further described in Exhibit A. Zayo shall be responsible for all fiber splicing of the City of Camas conduit access to the fiber of the Zayo system.
- 6.2 Zayo shall provide City of Camas with access to the Zayo dark fiber at the Demarcation Points described in Exhibit B and at additional locations to be mutually agreed between the Parties. Such access is granted for the sole purpose of installing microduct by City of Camas. City of Camas acknowledges that the Zayo dark fiber is already occupied with fibers of Zayo and Zayo customers and, accordingly, agrees to comply with the Zayo access rules as described in Exhibit C.
- 6.3 Recognizing that the Facilities comprise a portion of the Zayo System, Zayo shall have the right to supervise and control in a reasonable manner all activities concerning access to the Facilities, including but not limited to splicing and/or new City of Camas' construction for interconnection between the Facilities and any City of Camas'-owned network. Any such work respecting the Facilities by City of Camas' shall be undertaken only upon ten (10) day prior notice to Zayo, by contractors as reasonably approved by Zayo and with a Zayo

inspector present during such activities. City of Camas shall reimburse Zayo for all costs incurred in connection with such inspector.

- 6.4 Recognizing that the City of Camas conduit access is in a conduit of the Zayo Facilities, City of Camas shall have the right to supervise and control in a reasonable manner all activities concerning access to the City of Camas conduit access by Zayo, including but not limited to splicing and/or new Zayo construction for interconnection between the City of Camas conduit access and any Zayo network. Any such work respecting the City of Camas conduit access by Zayo shall be undertaken only upon ten (10) day prior notice to City of Camas, by contractors as reasonably approved by City of Camas and with an City of Camas inspector present during such activities. Zayo shall reimburse City of Camas for all costs incurred in connection with such inspector.
- 6.5 Accepting Party shall keep the Zayo dark fiber or City of Camas conduit access, as applicable, free and clear from all liens and encumbrances resulting from Accepting Party's use of the fiber. Provider has the right, but not the obligation, to pay all amounts due and discharge any lien or encumbrance, upon thirty (30) calendar days prior written notice to Accepting Party. In that event, Accepting Party shall reimburse Provider upon demand.
- 6.6 All splicing shall be done in accordance with the fiber specifications and acceptance testing as described in Exhibit D.

#### **ARTICLE 7: ASSIGNMENT.**

Neither Party may transfer or assign, voluntarily or by operation of law, this Agreement or its duties and obligations contained in this Agreement without the prior written notice to and written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, neither Party shall be required to obtain the consent of the other for (i) any corporate financing, merger or reorganization, (ii) assignment or transfer of this Agreement or the rights herein granted to any subsidiary, parent company or Affiliate, (iii) any transfer or purchase of all or substantially all of the business or assets of such Party, or (iv) any person with which or

into which such Party may merge or consolidate. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

## **ARTICLE 8: REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants that:

- (a) The undersigned has full authority to enter into this Agreement and hereby accepts this Agreement on behalf of their companies;
- (b) It has full right and authority, including any requisite corporate authority, to perform its respective obligations under this Agreement;
- (c) The execution of this Agreement is not violative of its charter, by-laws or any law, regulation or agreement by which it is bound or to which it is subject;
- (d) No litigation or governmental proceeding is pending or threatened in writing which might have a material adverse effect on this Agreement, the transaction contemplated by this Agreement or the rights of the Parties hereunder.

## **ARTICLE 9: INDEMNIFICATION**

Each Party shall indemnify, defend and hold harmless the other Party and its respective directors, officers, agents, employees, successors and assigns from and against all Claims sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement except for those Claims arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that Provider is not obligated to indemnify the Accepting Party, and the Accepting Party shall defend and indemnify the Provider hereunder, for any Claims by any third party, including end user customers, arising from services provided by the Accepting Party that incorporate any of the services including but not limited to (a) violation of any applicable law by end user customers; (b) damage to property or personal injury (including death) arising out of the acts or omissions of end user customers; (c) termination or suspension of services of the Accepting Party or End User Customers due to an Accepting Party default; or (d) Claims by a third party, including without limitation end user customers, arising out of or related to the use or misuse of any service.

## **ARTICLE 10: LIMITATIONS OF LIABILITY**

**10.1** The Providing Party shall not be liable for loss or damage occasioned by a Force Majeure Event and to the extent allowed by law, for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. The Providing Party's total liability to the other Party in connection with this Agreement for any and all causes and Claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of (i) the actual direct damages sustained by the Accepting Party; or (ii) a provable amount which shall be no greater than the aggregate unamortized amount of the IRU fees that would have been paid by the Accepting Party to Provider for the City of Camas conduit access or Zayo dark fiber, as applicable, for which the Claim is based and at the time the Claim is made. No cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party. The foregoing limitation of maximum liability shall not apply to (i) payment obligations due and owing by one Party to the other Party, or (iii) damages arising from the gross negligence or willful misconduct of a Party and shall not restrict either Party's right to proceed for injunctive relief.

**10.2** EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 9 ABOVE AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROVIDING PARTY MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY,

MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

## **ARTICLE 11: DEFAULT AND TERMINATION**

The following shall constitute an event of default together with the applicable remedies:

**11.1 Event of Default.** Any of the following shall constitute an event of default: (a) a Party fails to cure any monetary breach within five (5) days of receiving notice of the breach from the other Party; (b) a Party fails to perform or observe any representation, warranty, covenant, condition or agreement and fails to cure such breach within thirty (30) days after written notice of such breach; (c) any representation or warranty made by a Party hereunder or in any other instrument provided to one Party by the other Party proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against the Accepting Party; (e) a Party becomes insolvent or fails generally to pay its debts as they become due; or (f) a Party voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated.

**11.2 Remedies.** In the event of a default by either Party, the non-defaulting Party shall have the right to exercise any or all of the following remedies to the extent applicable: (a) terminate this Agreement; (b) proceed to enforce the remedies of a secured party under Washington law; (c) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (d) disconnect and/or remove the applicable Dark Fiber and equipment. Upon any such termination, the defaulting Party shall lose the right to use the Dark Fiber. Any such termination shall in no way affect or alter the validity of this Agreement with respect to the rights granted to the non-defaulting Party hereunder and the non-defaulting Party may continue to use the Dark Fiber and avail itself of all other rights it receives pursuant to this Agreement; provided, however, that such non-defaulting Party must pay a use fee to the Provider based on current market value for a lease of similar facilities.



## **ARTICLE 12: NOTICES**

All notices shall be in writing and shall be delivered by certified mail return receipt requested or by nationally recognized overnight delivery that provides proof of delivery. Any such notice shall be deemed effective on the date of mailing. All notices shall be addressed to the Parties as specified below:

If to City of Camas:                      City of Camas, Inc.  
                                                         616 NE 4<sup>th</sup> Avenue  
                                                         Camas, WA 98607  
                                                         Attention: \_\_\_\_\_  
                                                         360-834-6864

If to Zayo:                                      Zayo Group, LLC  
                                                         1805 29th Street  
                                                         Boulder, CO 80301  
                                                         Attention: General Counsel

## **ARTICLE 13: GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Washington, without reference to its conflicts of law principles. Each Party hereby submits to the jurisdiction and venue of the courts in the State of Washington for purposes of any litigation related to the Agreement and irrevocably waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of any Party thereto. Each Party hereby irrevocably and unconditionally waives the right to a jury trial in connection with any Claim arising out of or related to this Agreement.

## **ARTICLE 14: MISCELLANEOUS**

**14.1 Survival.** Any and all provisions of this Agreement which, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Termination or expiration of this Agreement or any IRU

shall not affect the rights or obligations of either Party that have arisen before the date of such termination or expiration. Each Party's indemnification and confidentiality obligations shall survive termination or expiration of this Agreement as further described herein.

**14.2 Relationship of the Parties.** The relationship of the Parties is that of independent contractor and not as the agent, employee or legal representative of the other. Each Party has and hereby retains the right to exercise full control of and supervision over the performance of its obligations hereunder and full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations.

**14.3. Amendment.** No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties.

**14.4. Rules of Construction.** The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of the terms, provisions, or conditions of this Agreement. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require. Any capitalized terms used in this Agreement but not defined herein shall have the meaning defined in the applicable Underlying Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

**14.5 Severability.** In the event that any term or provision of this Agreement is declared to be illegal, invalid or unconstitutional, then that provision shall be deemed to be deleted from

this Agreement and have no force or effect and this Agreement shall thereafter continue in full force and effect, as modified.

- 14.6 Waiver of Compliance.** Failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms or conditions. To the contrary, the same shall remain at all times in full force and effect.
- 14.7 Joint Work Product.** This Agreement is the joint work product of both Parties hereto, accordingly, in the event of ambiguity no presumption shall be imposed against any Party by reason of document preparation.
- 14.8 Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference as a part of this Agreement.
- 14.9 Entire Agreement.** This Agreement, including any Exhibits, contains the entire agreement between the Parties relating to the rights, duties and obligations granted and assumed herein and supersedes all prior and contemporaneous communications, understandings and agreements with respect to the subject matter hereof, whether written or oral, expressed or implied. No other agreement, statement, promise, or practice between the Parties relating to the Agreement shall be binding upon the Parties.
- 14.10 Counterparts.** This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Electronic signatures shall be treated as originals.

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the date last written below (“Effective Date”).

**City of Camas**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Zayo Group, LLC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

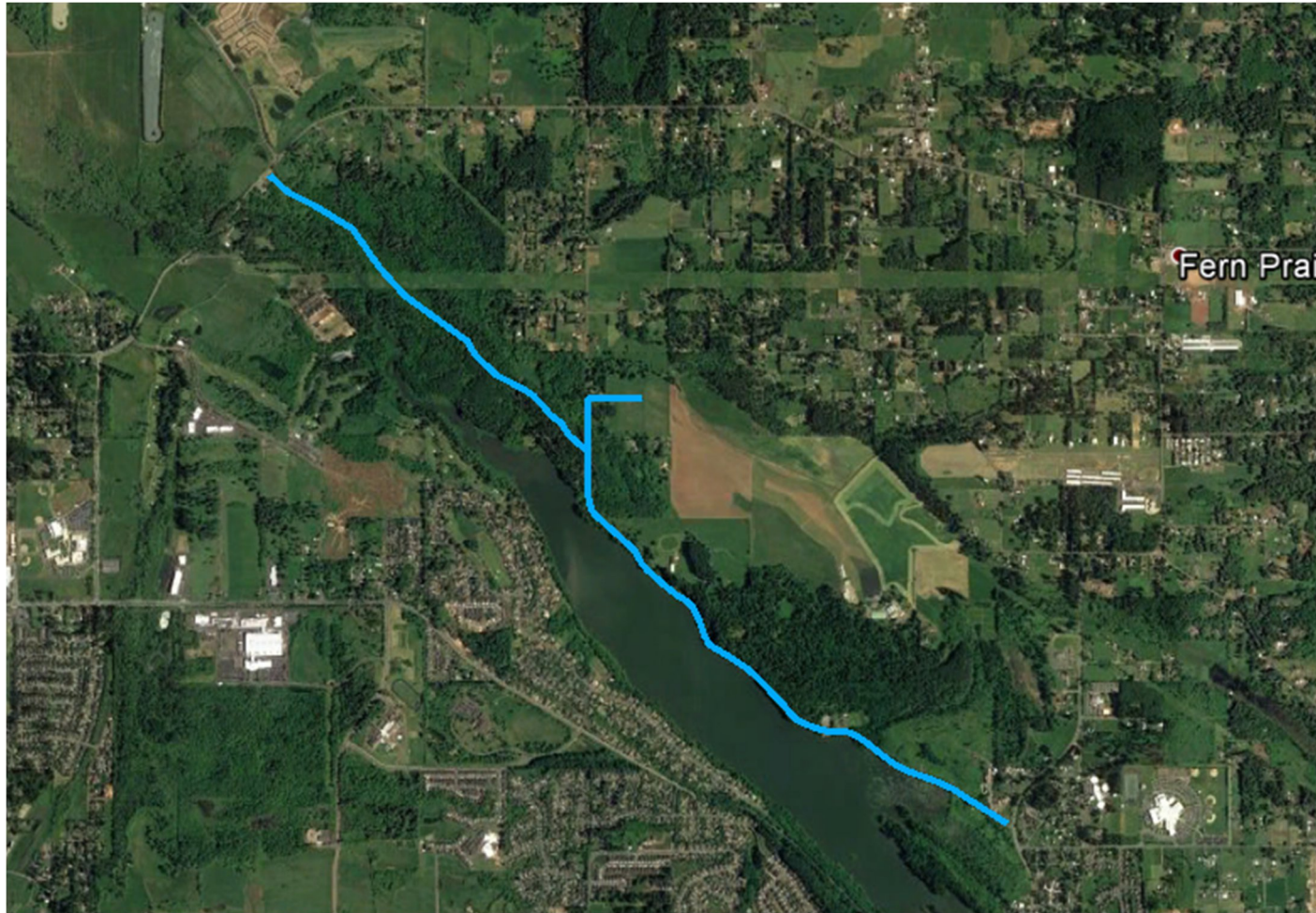
Dated: \_\_\_\_\_

## Exhibit A

City of Camas Conduit Access to Zayo							
A Location	Z location	Route Miles	Existing Conduit	Fiber Miles	Monthly Access Fee	# of months	Total Access Fee
Pump Station 1	Pump Station 3	3.45	1	3.45	\$3,099	240	\$743,744

The A Location and the Z Location are the Demarcation Points for the City of Camas Conduit Access provided to Zayo. These are the splice points for connecting the City of Camas conduit access to the existing dark fiber owned by City of Camas. They are also Access Points for Zayo and City of Camas.

Zayo Renders: 6F along path below (Blue Line)





Zayo Receives: conduit access along path below (Green Line)



## Exhibit B

Zayo Fiber to City of Camas							
A Location	Z location	Route Miles	Strands	Fiber Miles	Metro \$3000/FM	10yr IRU	O&M MRC @\$350/rm annual
Pump Station 1	Pump Station 3	3.45	6	20.7	Metro	\$719,594	\$101
		3.45		20.7	Totals	\$719,594	\$101
					O&M @ 240	\$24,150	
					Total Contract	\$743,744	

The A Location and the Z Location are the Demarcation Points for the Zayo fiber provided to City of Camas. They are also Access Points for City of Camas.

Additional Access Points along the Zayo dark fiber will be mutually agreed by City of Camas and Zayo. Each such Access Point will also be a Demarcation Point for the Zayo dark fiber connection to the City of Camas system.



## **Exhibit C**

### **Access to Zayo Manholes or Handholes**

When City of Camas is performing work within Zayo manholes or handholes, City of Camas covenants and agrees:

- (1) That any personnel or representative of City of Camas entering the Zayo manholes or handholes on Inyo Network's behalf shall not step on, connect anything to, or otherwise come into contact with Zayo's, or any other parties, cables or other equipment located in the manholes or handholes. Additionally, City of Camas may not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any of the Facilities or equipment installed by Zayo or any other parties;
- (2) To perform or cause to be performed all work contemplated hereunder in a safe manner consistent with construction and maintenance best practices;
- (3) To comply with all lawful federal, state and municipal laws, statutes, codes, orders, rules and regulations applicable to the manholes and handholes;
- (4) To observe all reasonable rules and regulations set forth in writing by Zayo for the use of the manholes and handholes, as amended from time to time, provided that any such rules and regulations shall in no event materially interfere with City of Camas' rights under this First Amendment and in the event of a conflict between any such rules and regulations and the terms of this First Amendment, the terms of this First Amendment shall control;
- (5) To perform or cause to be performed all work contemplated hereunder in such a way as to minimize interference with the operation and use of Zayo's or any other party's facilities in the manholes or handholes;
- (6) To obtain, prior to the commencement of any work, all necessary federal, state and/or municipal permits, licenses and approvals;
- (7) Not to store cable in excess of 100' within the manholes or handholes without prior written approval from Zayo
- (8) Intercept Zayo dark fiber at all locations where City of Camas requires a splice point, by placing a new City of Camas owned manhole or handhole.
- (9) To place an identifying carrot or other label on City of Camas' fiber sheath in each manhole or handhole, and
- (10) To be financially liable for the cost of repair or replacement of any conduits, cables, equipment or any other portion of the manholes, handholes or the property of third parties that is damaged by City of Camas as a result of City of Camas performing work in or around the manholes and handholes, together with any outage credits which may have been incurred by Zayo as a result of Zayo customers losing the use of their dark fiber.

City of Camas shall have no right whatsoever to physically access the Zayo Facilities, or to maintain, repair or replace the Facilities, except as specifically described above.

**Exhibit C - continued**  
**Access to City of Camas conduit access**

When Zayo is performing work with the City of Camas conduit access, Zayo covenants and agrees:

- (1) That any personnel or representative of Zayo working with the City of Camas conduit access on Zayo's behalf shall not step on, connect anything to, or otherwise come into contact with Inyo's cable located in the conduit.
- (2) To perform or cause to be performed all work contemplated hereunder in a safe manner consistent with construction and maintenance best practices;
- (3) To comply with all lawful federal, state and municipal laws, statutes, codes, orders, rules and regulations applicable to the manholes and handholes;
- (4) To observe all reasonable rules and regulations set forth in writing by City of Camas for the use of the City of Camas conduit access, as amended from time to time, provided that any such rules and regulations shall in no event materially interfere with Zayo's rights under this First Amendment and in the event of a conflict between any such rules and regulations and the terms of this First Amendment, the terms of this First Amendment shall control;
- (5) To perform or cause to be performed all work contemplated hereunder in such a way as to minimize interference with the operation and use of City of Camas cable;
- (6) To obtain, prior to the commencement of any work, all necessary federal, state and/or municipal permits, licenses and approvals;
- (7) Intercept City of Camas cable at all locations where Zayo requires a splice point, by placing a new Zayo owned manhole or handhole.
- (9) To place an identifying carrot or other label on Zayo's fiber sheath in each manhole or handhole, and
- (10) To be financially liable for the cost of repair or replacement of any conduits, cables, equipment or any other portion of the manholes, handholes or the property of third parties that is damaged by Zayo as a result of Zayo's performing work in or around the manholes and handholes, together with any outage credits which may have been incurred by City of Camas as a result of City of Camas customers losing the use of their dark fiber.

Zayo shall have no right whatsoever to physically access the City of Camas cable, or to maintain, repair or replace the cable, except as specifically described above.

**Exhibit D**  
**Fiber specifications and acceptance testing**  
**[Terrestrial Only]**

**SPECIFICATIONS**

The fiber optic cable shall generally be single-armored unless otherwise designated by Provider in its sole discretion.

Optical Cable with Non-Zero Dispersion –Shifted Fiber

- ♦ Attenuation at 1550 nm = 0.27 dB/km max
- ♦ Total Dispersion = 2.0 - 6.0 ps/nm-km for 1530 nm to 1565nm  
4.5 – 11.2 ps/nm-km for 1565nm to 1625nm

Optical Cable with Single Mode Fiber

- ♦ Attenuation at 1310 nm = 0.40 dB/km max
- ♦ Attenuation at 1550 nm = 0.30 dB/km max
- ♦ Zero Dispersion wavelength = 1300 to 1322nm
- ♦ Dispersion slope = <.092 ps/nm<sup>2</sup>\*km typical

Optical Cable with Negative Dispersion Single Mode Fiber

- ♦ Attenuation at 1550 nm = 0.27 dB/km max
- ♦ Attenuation at 1310 nm = 0.50 dB/km max
- ♦ Total Dispersion = -10.0 to -1.0 ps/(nm\*km) for 1530 nm to 1605nm

**ACCEPTANCE TESTING**

All splicing and testing shall be performed with industry-accepted equipment. Provider shall perform two stages of testing during construction of a new fiber cable route installed pursuant to this agreement. Industry accepted Optical Time Domain Reflectometer (OTDR) and Optical Power Loss tests shall be performed.

1.1 Splicing Standards are as follows for standard single mode fiber:

After end-to-end (site-to-site) connectivity on the fibers, bi-directional span testing shall be done at both 1550nm and 1310nm. Spans in excess of 60kM shall be tested at 1550nm only, 1310nm Testing will be omitted unless specifically requested by the customer. Test results from spans in excess of 60kM will have no bearing on route or system acceptance and shall be provided as information only. These measurements must be made after the splice manholes or handholes are closed in order to check for macro-bending problems. Connectors shall be cleaned as necessary to ensure accurate measurements are taken.

Installed loss measurement at 1310nm and 1550nm shall be recorded using an industry-accepted laser source and power meter. Continuity testing shall be done on all fibers concurrently. The overall bi-directional splice loss average (calculated as the sum of splice

loss for the span divided by the number of splices) shall not exceed 0.15 dB at 1550nm and/or 0.20dB at 1310nm. No single splice event will exceed 0.3db at 1550nm.

The objective loss value of the connector and its associated splice shall be 0.50dB or less. This value does not include the insertion loss from its connection to the FDP. Connectors shall be Ultra SC-UPC with conventional single mode glass.

The end-to-end loss value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:

- (1) At 1310nm:  $(0.40 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.20 \text{ dB} \times \text{number of splices})$ .
- (2) At 1550nm:  $(0.30 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.20 \text{ dB} \times \text{number of splices})$ ."

1.2 All splices shall be protected with heat shrinks. An industry-accepted non-encapsulated splice enclosure shall be used on all splices (like Alcatel WTC2, PLP Coyote, Lucent 2600, 3M 2178, Tyco 450-D or Windsor.)

1.3 The entire fiber optic system shall be properly protected from foreign voltage and grounded with an industry-accepted system.

**Exhibit E**  
**Form of Completion Notice**

*{Current Date}*

*Company Name*

*Addressee*

*Street Address*

*City, State and Zip*

Re: *Contract Identifier*

Dear Sir or Madam:

This letter is your Completion Notice that the Dark Fiber described in the contract titled above has been installed and completed. Test results have been delivered to {\_\_\_\_\_}.

Please sign below indicating your acceptance and return this document to the address noted above. Per the Agreement, if we do not receive your acceptance signature then the default acceptance is assumed on *{current date plus 2 days}*.

If you should have an operational issue; please contact our operations center at \_\_\_\_\_. Should you have any questions regarding this notice, please contact the undersigned at \_\_\_\_\_.

Best regards,

\_\_\_\_\_

Accepted by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **INTERGOVERNMENTAL AGREEMENT FOR TRANSFERRING WATER SATELLITE SYSTEM**

## **BETWEEN**

### **CITY OF CAMAS AND CLARK PUBLIC UTILITIES**

THIS AGREEMENT (Agreement), entered into by and between City of Camas, a Washington Municipal Corporation, (City) and Clark Public Utilities, a Washington Municipal Corporation, and collectively referred to herein as “the Parties.”

WHEREAS, Clark County and the water purveyors within Clark County conduct capital facilities and land use planning under the Growth Management Act (RCW Chapter 36.70A); and

WHEREAS, RCW Chapter 70.116, Public Water System Coordination Act, and WAC 246-293-250 require development of a Coordinated Water System Plan, including establishment of service area boundaries; and

WHEREAS, the designation of service area boundaries facilitates efficient planning and delivery of water services within Clark County, ensures that unnecessary duplication of service is avoided, and provides predictability to the water purveyors, Clark County, and citizens using water services; and

WHEREAS, the designation of service area boundaries will assure that water reserved for public water supply is used in the future in an efficient and planned manner; and

WHEREAS, the designation of service area boundaries for the City of Camas and Clark Public Utilities have been established and the Mountain Glen Class A satellite water system currently operated by Clark Public Utilities is located in the Camas Water Service Area as depicted on the attached Exhibit A; and

WHEREAS, the Green Mountain Planned Residential Development (PRD) is an approved Subdivision in the City of Camas that is located adjacent to the Mountain Glen Subdivision and satellite water system as also depicted on the attached Exhibit A; and

WHEREAS, the water source for the Mountain Glen satellite water system is located on property owned by the Green Mountain PRD and the Green Mountain PRD developer has requested of Clark Public Utilities and the City that the well be decommissioned on condition that another adequate and lawful source(s) can be provided; and

WHEREAS, pursuant to RCW Chapter 39.33, municipalities and political subdivisions of the State of Washington may transfer their real and personal property to another municipality or political subdivision under such terms mutually agreed upon between the parties; and

WHEREAS, Clark Public Utilities' Commissioners approved a transfer of the Mountain Glen satellite water system depicted in Exhibit A in a public meeting held on -----, 2018; and

WHEREAS, the City of Camas City Council accepted the Mountain Glen satellite water system in a public meeting held on -----, 2018; and

WHEREAS, by transferring such satellite water system, Clark Public Utilities is relieved of the obligation and expense of operating and maintaining such system and the City acquires assets and customers from such transfer, but also incurs the obligation of the satellite water system's operation; and

WHEREAS, since the transfer of the satellite water system mutually benefits both Parties, no monetary compensation to either party is provided for in this Agreement.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained the undersigned parties hereto agree as follows:

1. Service Area Boundaries. The Parties acknowledge that the map identifying the service area boundaries attached to this Agreement as Exhibit A, accurately identifies the Parties' future water service areas. The Parties agree that there are currently no service area conflicts between the City and Clark Public Utilities.
2. Satellite System Management Program. Clark Public Utilities operates and maintains the Mountain Glen Class A satellite water system within the Camas Service Area and identified on the attached Exhibit A. This system includes a water source, a distribution system, and individual customer meters.
3. Reliability and Fire Safety. The Parties note that the Satellite System has a low-producing well that can compromise fire safety. Increasing reliability for water supply to the area served by the Satellite System and enhancing fire suppression capabilities will benefit the developed property at these sites.
4. Transfer Satellite System. Pursuant to this Agreement, Clark Public Utilities will transfer its interest in the Satellite System to the City. This transfer includes the existing supply well, distribution system, associated water rights, and all Clark Public Utilities real property interest and personal property associated with the System. The transfer of the Satellite System also includes the assumption by the City of the obligation to operate and maintain the Satellite System upon the effective date of the transfer. The transfer of the Satellite System mutually benefits both parties; therefore, there will be no exchange of money for this transaction.

5. Schedule of Satellite System Transfers. Transfer of the Mountain Glen satellite system shall occur when the following conditions for water quality and reliability have been met and the City provides formal written notice to Clark Public Utilities:
  - a. A Camas water distribution main along Ingle Road and NE 199<sup>th</sup> Avenue is installed and an approved connection is made to the existing water main in NE 48<sup>th</sup> Circle.
  - b. The existing Mountain Glen satellite system well and all associated appurtenances are properly decommissioned and the watermain from the well site to the system in NE 48<sup>th</sup> Circle is abandoned.

The effective date of the transfer shall be sixty (60) calendar days after the aforementioned written notice is given. Each transfer may take place separately.

6. Customer Relations. To preserve customers' confidence in their present and future water service and to maintain communication with customers, Clark Public Utilities, 45 days prior to transfer of the system, shall provide written notice of the transfer to their affected customers. The affected customers shall be informed that the existing interim system is temporary and a new water supply shall be provided from the City. The City will also concurrently send pertinent information to the customers concerning the transfer. Clark Public Utilities and City information may be combined in a single mailing packet for convenience.
7. Rates and Charges. Upon the effective transfer to the City, customers within the transferred satellite system area will have the option of entering into a Special Contract with the City per Camas Municipal Code 13.12.080 to pay water rates equal to the rates established for "inside" City of Camas customers, using the same rate schedule as provided to other similar customer classes located inside the City Limits. It is agreed that customers within the transferred satellite system have already paid for their share of, or are vested in, the existing system and shall not be required to pay any System Development Charges to the City upon the transfer date.
8. Transfer of Liabilities. The City will assume liabilities for operating the Satellite Systems on the effective date of the transfer as provided herein and will collect the payments for such service thereafter. Clark Public Utilities will transfer its accounts receivable from Satellite System customers on the date of transfer. City will remit to Clark Public Utilities payments collected for service prior to the date of the transfer.
9. Transfer of Lands that Support Well Fields. It is not the intent of the City to maintain ownership or sell its acquired interest in the existing lands that support each well field after decommissioning of the well system and related facilities. Each parcel that supports a well field shall be quit claimed to the property owner on which the well field and supporting facilities is located on.



10. Indemnification.

- a. Clark Public Utilities agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, arising out of, or in connection with, or incident to, Clark Public Utilities' operation of the Satellite Systems prior to the effective date of the transfer, as provided for herein. This indemnification shall not apply to liability arising from City's negligence or willful misconduct.
- b. City agrees to indemnify, defend, save and hold harmless Clark Public Utilities, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, arising out of, or in connection with, or incident to, City's operation of the Satellite Systems after the effective date of the transfer, as provided for herein. This indemnification shall not apply to liability arising from Clark Public Utilities' negligence or willful misconduct.
- c. Clark Public Utilities and City specifically acknowledge that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the broadest scope of indemnity permitted by law is provided.

IN WITNESS WHEREOF, the parties have executed this Agreement at Camas, Washington, this --  
---- day of -----, 2018.

CLARK PUBLIC UTILITIES

CITY OF CAMAS

\_\_\_\_\_  
Wayne Nelson/General Manager

\_\_\_\_\_  
Scott Higgins, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:

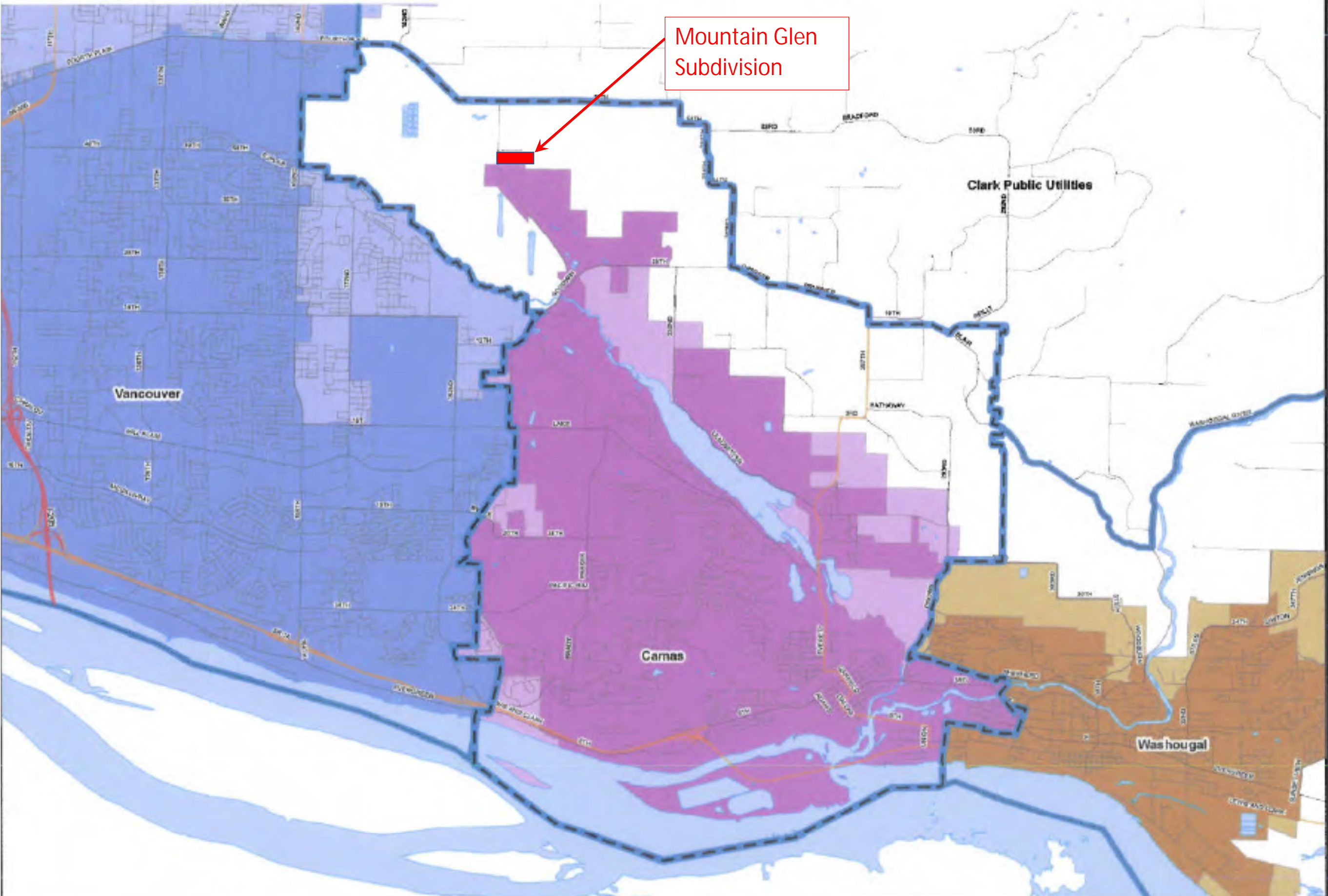
Approved as to form:

\_\_\_\_\_  
John Eldridge, Legal Counsel

\_\_\_\_\_  
City Attorney

Camas Water Service Area

Mountain Glen  
Subdivision



- Interstate
- State Route
- Interstate Ramp
- State Ramp
- Arterial
- Minor
- DNR
- Water Service Area
- City of Battleground
- City of Battleground UGA
- City of Camas
- City of Camas UGA
- City of LaCenter
- City of LaCenter UGA
- City of Ridgefield
- City of Ridgefield UGA
- City of Vancouver
- City of Vancouver UGA
- City of Washougal
- City of Washougal UGA
- City of Woodland
- City of Woodland UGA
- City of Yacolt
- City of Yacolt UGA
- Clark County Silver
- Clark County





PUBLIC WORKS DEPARTMENT  
CAPITAL PROJECT MASTER SCHEDULE

February 2017

PROJECT NO.	PROJECT NAME	TOTAL PROJECT BUDGET (\$) <small>in Thousands</small>	2016					2017					2018								
			J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
			LEGEND																		
			PM/Scope/RFP					Pre-Design or Analysis					Design/Permitting								
Bid/Award					Construction					Post-Construction											
TRANSPORTATION (STREET)																					
S-566B	Oak Mitigation - Friberg/Strunk Improvements	45					Completed														
S-584	NW 6th Ave & NW Norwood St Intersection Impr	2,180																			
S-584B	6th & Drake Crosswalk	100																			
S-587	Brady Rd Improvements (16th to 25th)	8,435													Anticipated Bid Date: 11/2019						
S-602	Corridor Studies: North Shore & SR-500	160					Completed														
S-604	NW Camas Meadows Dr/NW Larkspur St	4,375																			
S-610	Pacific Rim Blvd Illumination	1,000																			
T1001	Payne Rd/Pacific Rim Blvd Signal (R/W Acquisition Only)	100																			
T1004	2017 Pavement Management Program (Annual)	~750/yr					Completed														
STORMWATER (DRAINAGE)																					
SS-612C1	Forest Home Road Slide Repair	1,500					Completed														
SS-612C2	Lacamas Lane Slide Repair	1,500					Completed														
D1000	10th/Drake Facility Rehabilitation	250					Completed														
D1001	10th/Ivy Facility Rehabilitation	250					Completed														
PARKS																					
P-911	Heritage Trailhead Parking Expansion @ Goodwin Rd	660					On Hold														
GENERAL																					
G1000A	Library/Police Roofing	400					Completed														
SANITARY SEWER																					
WS-681C	North Shore Sewer Transmission System	18,591																			
WS-753	STEP System Odor Control Stations	150					On Hold														
WS-755	WWTP Septage Receiving Station	215					Completed														
S1000	Lacamas Creek Pump Station Relocation	3,800																			
S1003	Local Limits Development	100																			
S1004	Mill Ditch Replacement Project	450																			
S1011	Gravity Thickener Repair (WWTP)	100					On Hold														
WATER																					
WS-709C	Slow Sand Water Treatment Plant Construction	5,800					Completed														
WS-709F	Surface Water Transmission Mains, Ph. 2	1,700					Completed														
WS-709G	Boulder Creek Intake Design	1,700					Changed														
WS-715	544' Zone 2.0 MG Reservoir @ 18th Ave	7,725																			
WS-752	Well 17 Development	2,418																			
WS-758	Water System Plan Update	290																			
WS-767	2017 Water Meter Replacement Program	275/yr					Completed														
W1000	2017 Timber Harvest and Replanting	100																			
W1002	Chemical Feed Replacement	120					Completed														
W1003	Well 6 Motor Control Replacement	80																			
W1004	Well 6/14 Waterline Transmission Main	475																			

PUBLIC WORKS DEPARTMENT																																					
CAPITAL PROJECT MASTER SCHEDULE																																					
January 2018																																					
PROJECT NO.	PROJECT NAME	TOTAL PROJECT BUDGET (\$) in Thousands	LEGEND																																		
			PM/Scope/RFP												Pre-Design or Analysis												Design/Permitting										
			Bid/Award												Construction												Post-Construction										
2017												2018												2019													
J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J								
TRANSPORTATION (STREET)																																					
S-584	NW 6th Ave & NW Norwood St Intersection Impr	2,180																																			
S-584B	6th & Drake Crosswalk	100																																			
S-587	Brady Rd Improvements (16th to 25th)	8,435													Anticipated Bid Date: 11/2019																						
S-604	NW Camas Meadows Dr/NW Larkspur St	4,375																																			
S-610	Pacific Rim Blvd Illumination	1,000																																			
T1001	Payne Rd/Pacific Rim Blvd Signal (R/W Acquisition Only)	100																																			
T1004E	2017 Curb Ramps (3rd & 18th)	50																																			
T1008	NE Dallas Street Improvements	673																																			
T1009	NE 3rd Avenue Bridge Repairs	30																																			
T1010	NE 3rd Avenue Bridge Seismic Retrofit	2,000																																			
T1007	2018 ADA Access Upgrades	50																																			
STORMWATER (DRAINAGE)																																					
SS-612C1	Forest Home Road Slide Repair	1,500																																			
PARKS																																					
GENERAL																																					
G1000B	City Hall Roof Replacement	300																																			
G1006	City Hall Generator Replacement	75																																			
SANITARY SEWER																																					
S1000	Lacamas Creek Pump Station Relocation	3,800																																			
S1003	Local Limits Development	100																																			
S1004	Mill Ditch Sewer Replacement Project	450																																			
WS-681C	North Shore Sewer Transmission System	18,591																																			
WS-681E	Camp Lacamas STEP Sewer	200																																			
WATER																																					
WS-709H	Surface Water Transmission Main, Ph 3	1,700																																			
WS-715	544' Zone 2.0 MG Reservoir @ 18th Ave	7,725																																			
WS-752	Well 17 Development	2,418																																			
WS-758	Water System Plan Update	290																																			
W1000	2017 Timber Harvest and Replanting	100																																			
W1003	Well 6 Motor Control Replacement	80																																			
W1004	Well 6/14 Waterline Transmission Main	475																																			

ORDINANCE NO.

AN ORDINANCE of the Council of the City of Camas authorizing the adoption of rules associated with charges for providing public records pursuant to RCW 42.56.120(2)(b).

WHEREAS, Revised Code of Washington (RCW) 42.56, Washington's Public Records Act (Act) allows the public to request nonexempt public records from the City; and

WHEREAS, while the Act precludes the City from charging a fee for inspecting or locating public records, it does allow the City to charge a reasonable fee for the copying of records; and

WHEREAS, since the Act's adoption in 1972, the use of technology has resulted in many public records stored in an electronic format for which a copying fee was not expressly authorized; and

WHEREAS, with the passage of Engrossed House Bill (EHB) 1595 during the 2017 regular session, the Washington State Legislature authorized the imposition of a fee for the provision of records in an electronic format and a customized service charge when expertise is required to compile data or when customized access is necessary to provide requested records; and

WHEREAS, in 2017 the Washington State Legislature amended Chapter 42.56 of the Revised Code of Washington adding new requirements for agencies using the statutory default copy fee schedule and for agencies determining the actual cost for providing copies of public records; and

WHEREAS, the Washington State Legislature amended RCW 42.56.120 at Chap. 304, 2017 Laws, Sec. 3 to require that effective July 23, 2017, an agency need not calculate the actual

ORDINANCE NO. \_\_\_\_\_

costs it charges for providing public records if the agency has rules or regulations declaring the reasons for doing so would be unduly burdensome; and

WHEREAS, to the extent an agency has not determined the actual cost of copying public records, an agency may use the statutory default copy fee schedule set forth in RCW 42.56.120; and

WHEREAS, funds were not appropriated for performing a study to determine actual copying costs; the City lacks the necessary funds and staff resources to conduct a comprehensive study to determine its actual copying costs; and to conduct such a study would interfere with the City's other essential agency functions; and

WHEREAS, through the 2017 legislative process the public and requestors of public records have been informed of and have commented on authorized fees and costs, including for electronic records, provided in RCW 42.56.120(2)(b) and (c), (3) and (4).

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

Section I

Pursuant to RCW 42.56.120(2)(b), the City Council of the City of Camas makes the following findings:

Findings. The City finds as facts that calculating the actual cost of providing public records would be unduly burdensome because funds were not allocated for performing a study to determine actual copying costs; the City lacks the necessary funds and staff resources to conduct a comprehensive study to determine its actual copying costs; and to conduct such a study would interfere with the City's other essential agency functions. The City further finds as a fact that this ordinance is necessary for the support of the City of Camas and that it is in the public interest to adopt this ordinance in order to preserve and update fees in accordance with the legislatively adopted schedule.

ORDINANCE NO. \_\_\_\_\_

Section II

Pursuant to the findings as set forth herein, and as provided under RCW 42.56.120(1)(b), the City shall not calculate the actual cost for the copying of public records, which charges shall be reflected in the City of Camas fee schedule, consistent with the charges as set forth within RCW 42.56.120(2)(b)(i-v), as may be amended.

Section III

This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

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City of Camas

# 2018 Fee Schedule Update



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# 2018 Fee Schedule Update Items

- Administrative Services
- Community Development

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## Administrative Services

- \$0.15 per page for photocopies of public records, printed copies of electronic when requested by the person requesting records, or for use of agency equipment to photocopy records
- \$0.10 per page for public records scanned into an electronic format of for use of agency equipment to scan records
- \$0.05 for each electronic files or attachment uploaded to email, cloud-based data storage service or other means of electronic delivery;
- \$0.10 per gigabyte for the transmission of public records in an electronic format or for the use of agency equipment to send the records electronically.

# Community Development

Fee Description	Current 2018 Fee	Proposed 2018 Fee
Annexation	\$274 for 10% petition	\$800
	\$1,372 for 60% petition	\$3,400
Comp Plan Amendment	\$1,826	\$5,400
Continuance Public Hearing	\$317	\$485
Design Committee Review	\$1,847	\$2,200
Minor Modifications to approved development	\$185	\$320
Final Plat-Subdivision	\$1,108	\$2,200
Plat Modification/Alteration	\$570	\$1,108
Shoreline Permit	\$813	\$1,108
Variance (Minor/Major)	\$644	\$644/\$1,200
Zone Change (single tract)	\$1,815	\$3,100



z

# Questions

## ADDENDUM TO INTER-LOCAL AGREEMENT

THIS ADDENDUM TO INTER-LOCAL AGREEMENT made this day by and between the CITY OF CAMAS, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as “City”, and CAMAS SCHOOL DISTRICT NO. 117, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as “School District”,

WHEREAS, the City and School District entered into that certain Inter-Local Agreement dated January 24, 2000, relating to the retention of a school resource officer; and

WHEREAS, pursuant to said Inter-Local Agreement, the school resource officer was to be financed in part by COPS grants from the Department of Justice; and

WHEREAS, said Inter-Local Agreement further related that, if the COPS grants were insufficient to fund the training and staffing of the school resource officer, the parties would share equally in the remaining expenses to be borne in this regard; and

WHEREAS, Washington State Senate Bill 5883, Section 963, includes a change to employer contribution rates for LEOFF 2 pension contributions, which will now require the City to contribute both the employer and state-shared portions of the LEOFF 2 retirement benefit for the school resource officer; and

WHEREAS, the parties desire to enter into an Addendum to provide for the financing of the LEOFF 2 pension contribution for the school resource officer, necessitated by State Senate Bill 5883, Section 963, in compliance with RCW 39.34, The Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

**I**

The Inter-Local Agreement dated January 24, 2000, between City and School District shall remain in full force and effect, with the following additional provision:

City shall fund the LEOFF 2 pension contribution as required by law for the school resource officer. The LEOFF 2 pension contribution as incurred by City shall be submitted to School District by invoice, which shall be paid 30 days following receipt thereof.

**II**

This Addendum to Inter-Local Agreement shall be filed with the City Clerk of the City of Camas, with the Clark County Auditor, or, alternatively, listed by subject on a public agency's website or other electronically retrievable public source.

**III**

This Addendum to Inter-Local Agreement shall be effective upon signing by the respective parties hereto and upon compliance with the filing provisions of the preceding section.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CAMAS

CAMAS SCHOOL DISTRICT NO. 117

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Superintendent

ATTEST: \_\_\_\_\_  
Clerk

RESOLUTION NO. \_\_\_\_

A RESOLUTION authorizing the execution of an Addendum to the Inter-Local Agreement between the City of Camas and Camas School District relating to the retention of a school resource officer.

WHEREAS, on January 24, 2000, the City of Camas and Camas School District No. 117 entered into an inter-local agreement relating to the retention of a school resource officer; and

WHEREAS, the City of Camas and the Camas School District desire to amend the inter-local agreement to set forth provisions relating to the financing of LEOFF 2 pension contributions for the school resource officer.

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

SECTION I

The Addendum to Inter-Local Agreement between the City of Camas and the Camas School District No. 117, attached hereto as Exhibit "A", is hereby approved and may be executed by the appropriate representative of the City of Camas.

ADOPTED at a regular Council meeting this \_\_\_\_ day of \_\_\_\_\_, 2018.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

# Financial Performance

City of Camas  
An Overview of 4<sup>th</sup> Quarter of 2017 Financial Performance



# Agenda

- General Economy during 4<sup>th</sup> Quarter of 2017
- Highlights
- Revenue
- Expenditures
- Investments
- Debt
- Fund Balance Projection
- Outlook
- Topic of the Quarter



# 4<sup>th</sup> Quarter Economy

## Indicators

Avg. Mortgage Rate HIGHER  
3.99% v 3.83% at the end of 3<sup>rd</sup> Qtr

Unemployment LOWER  
4.1% v 4.2% at the end of 3<sup>rd</sup> Qtr

Retail Sales (% change yr.) HIGHER  
5.6% v. 3.3% at the end of 3<sup>rd</sup> Qtr

CPI HIGHER 2.1% v. 1.9%  
(national) at the end of 3<sup>rd</sup> Qtr

Avg. Gas Prices LOWER  
\$2.50 v. \$2.56 at the end of 3<sup>rd</sup> Qtr

\*Portland and Seattle CPI not yet  
available

- GDP rose 2.3% for 2017 - continuing to help unemployment rates
- Consumers did their part in the 4<sup>th</sup> Qtr - spending rose 3.8%
- Housing growth continued locally with sales of new and existing homes in the winter months.
- Stock market as well as the fixed income market were strong with interest rates increasing.

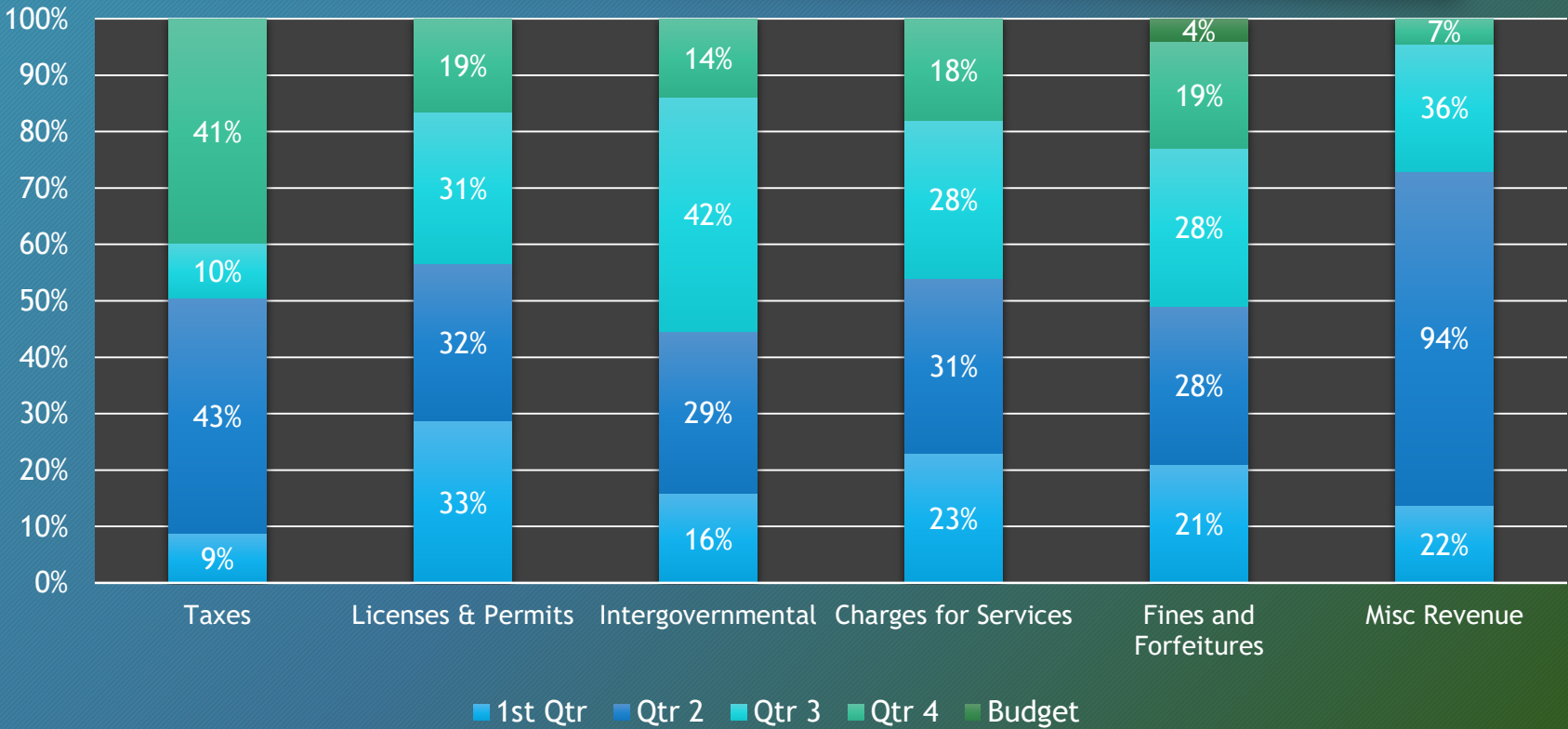
# General Fund Highlights

	2014 Fourth Quarter	2015 Fourth Quarter	2016 Fourth Quarter	2017 Fourth Quarter
Net revenues (less transfers)	\$5,708,866	\$6,301,703	\$6,212,765	<b>\$7,558,293</b>
Net expenditures (less transfers)	\$3,495,868	\$3,522,269	\$3,669,161	<b>\$3,919,649</b>
Net Cash Flow	\$2,212,998	\$2,779,434	\$2,543,604	<b>\$3,638,644</b>
% of Budget Spent	99.4%	97%	95%	<b>94%</b>
General Fund Balance	\$1,227,432	\$1,290,276	\$3,055,247	<b>\$4,566,179</b>
Overall Cash and Investments for All Funds	\$19,020,591	\$43,797,514 Includes Bond Proceeds	\$45,926,060 Includes Bond Proceeds	<b>\$46,258,343</b> <b>Includes Bond Proceeds</b>

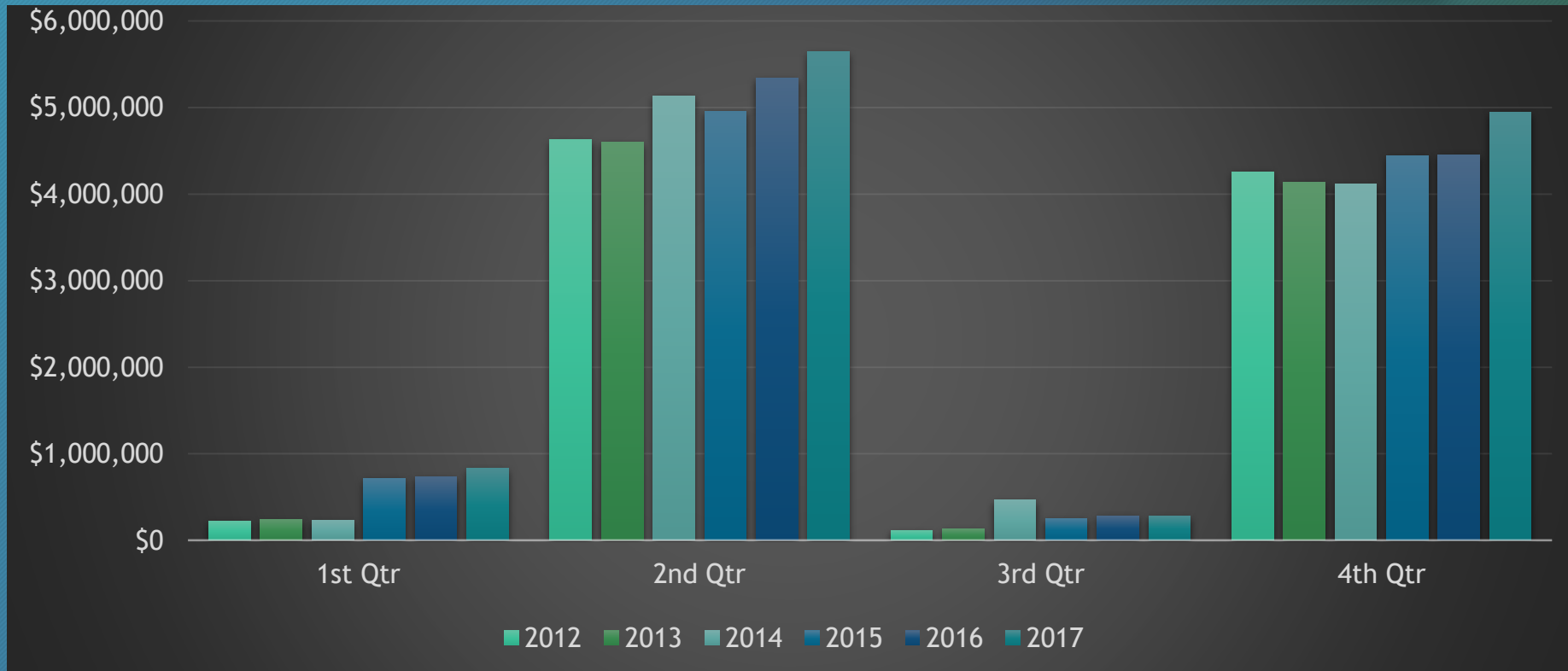
This table illustrates the cash flow of the General Fund.



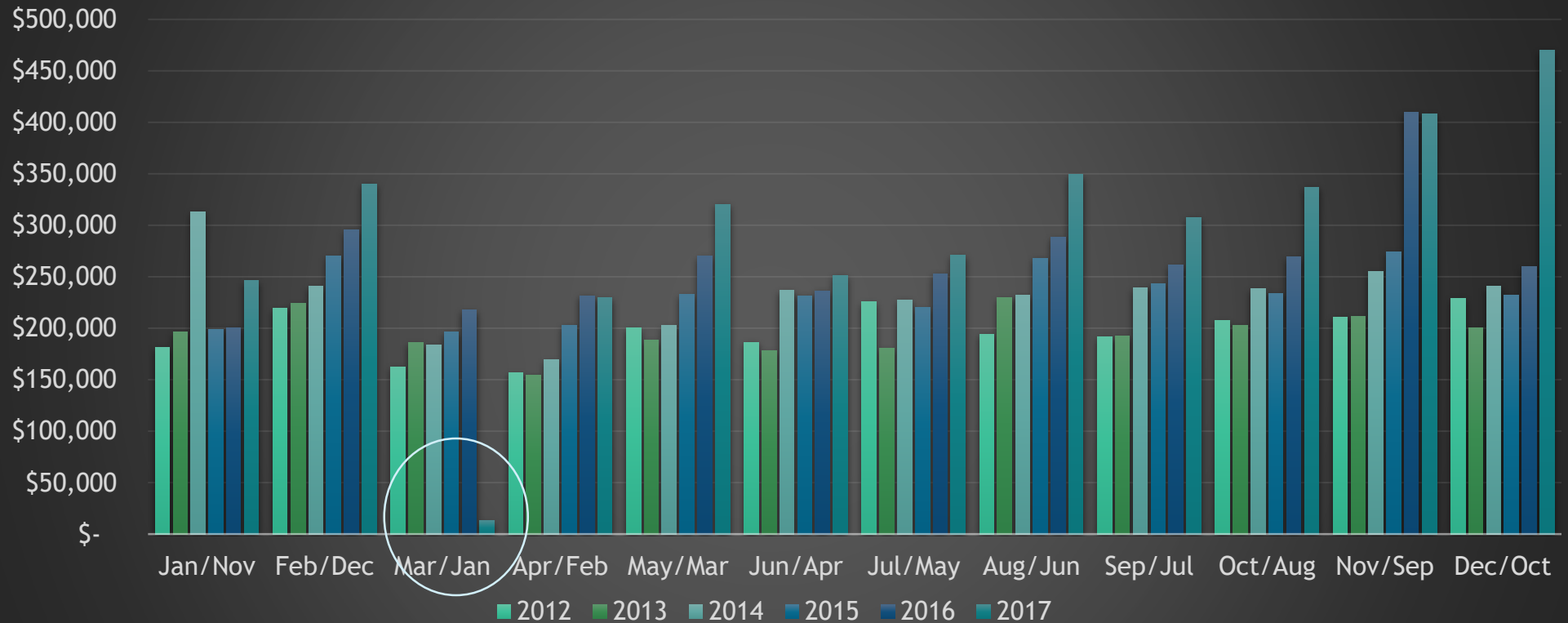
# General Fund Revenues



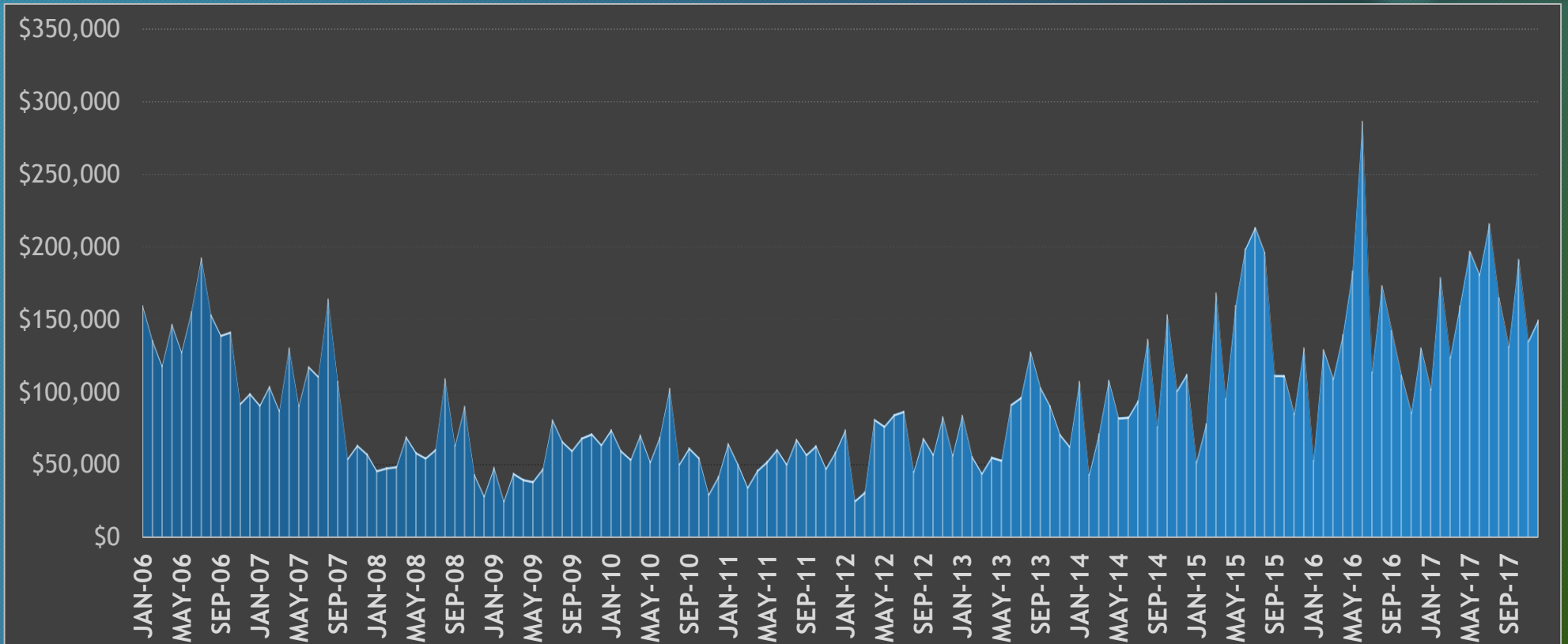
# Property Tax Collections



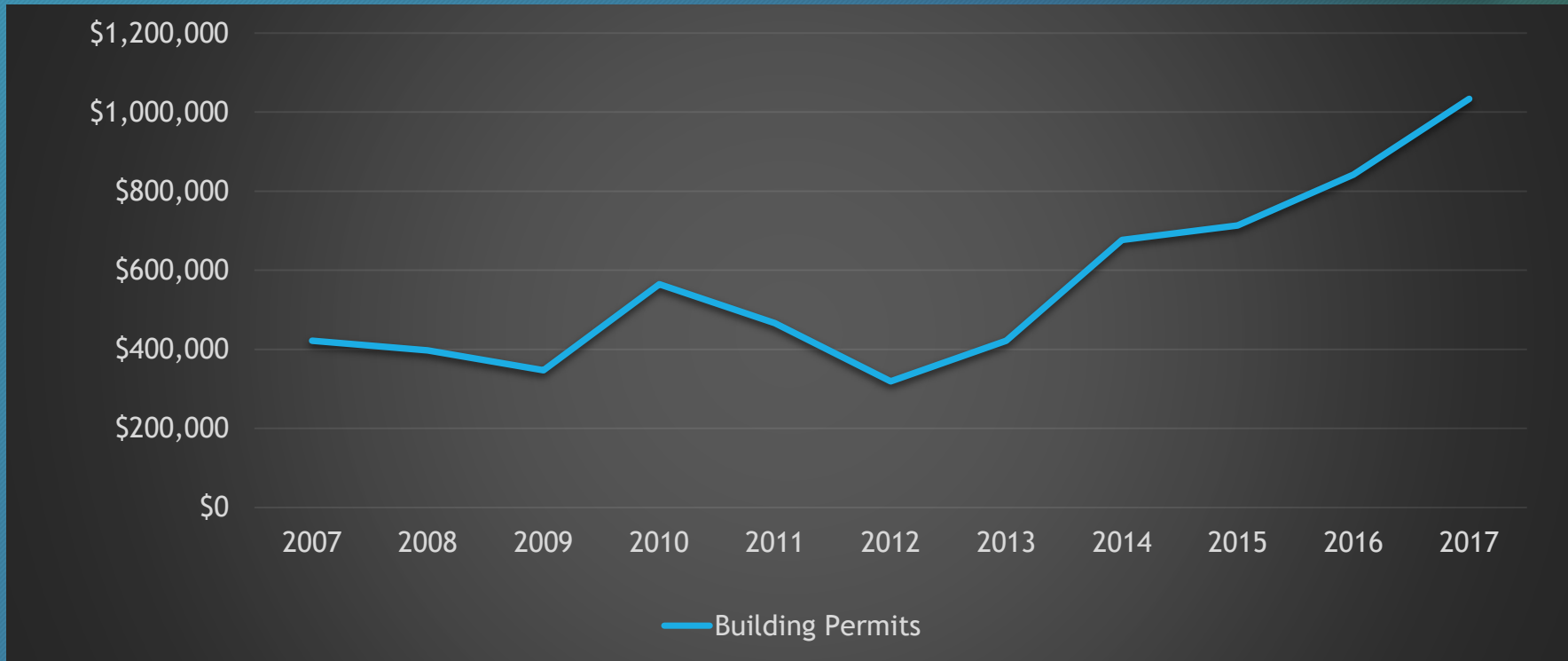
# Sales and Use Tax



# Real Estate Excise Tax

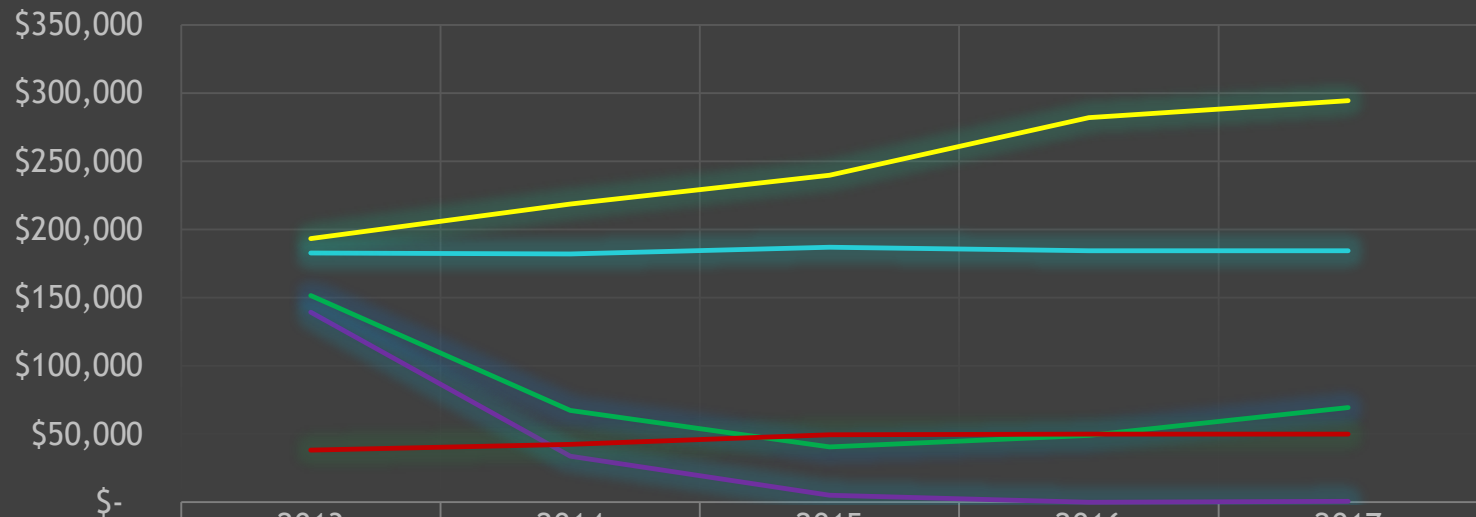


# Building Permits



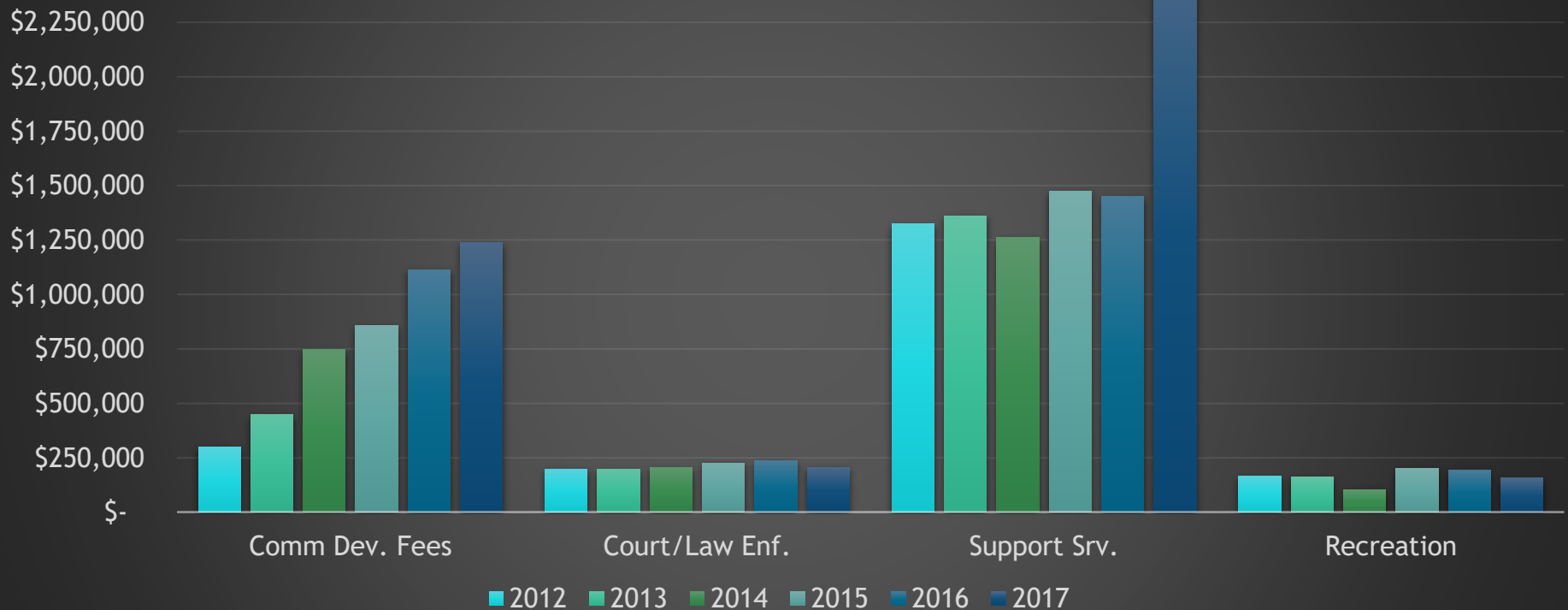


# Intergovernmental

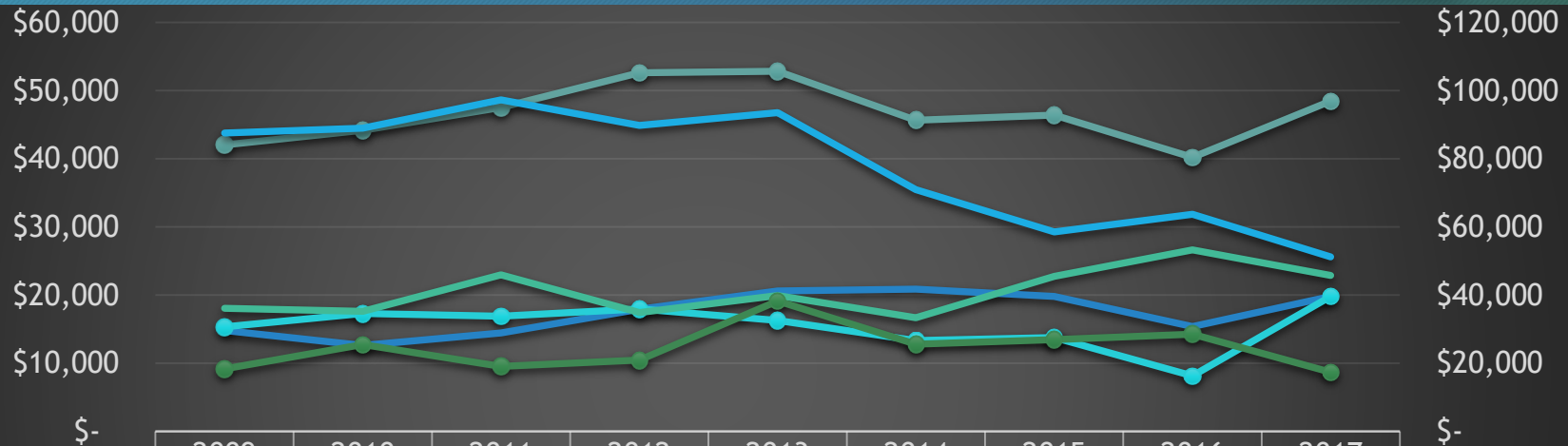


	2013	2014	2015	2016	2017
Federal Grants	\$139,267	\$33,802	\$5,046	\$-	\$735
State Grants/Shared Rev.	\$151,539	\$67,287	\$40,627	\$48,916	\$69,469
PUD Priv. Tax	\$182,739	\$182,004	\$187,023	\$184,334	\$184,308
Liquor Revenue	\$193,371	\$218,734	\$239,804	\$281,939	\$294,332
Fire Premium Tax	\$38,286	\$42,398	\$49,459	\$50,025	\$49,970

# Charges for Services

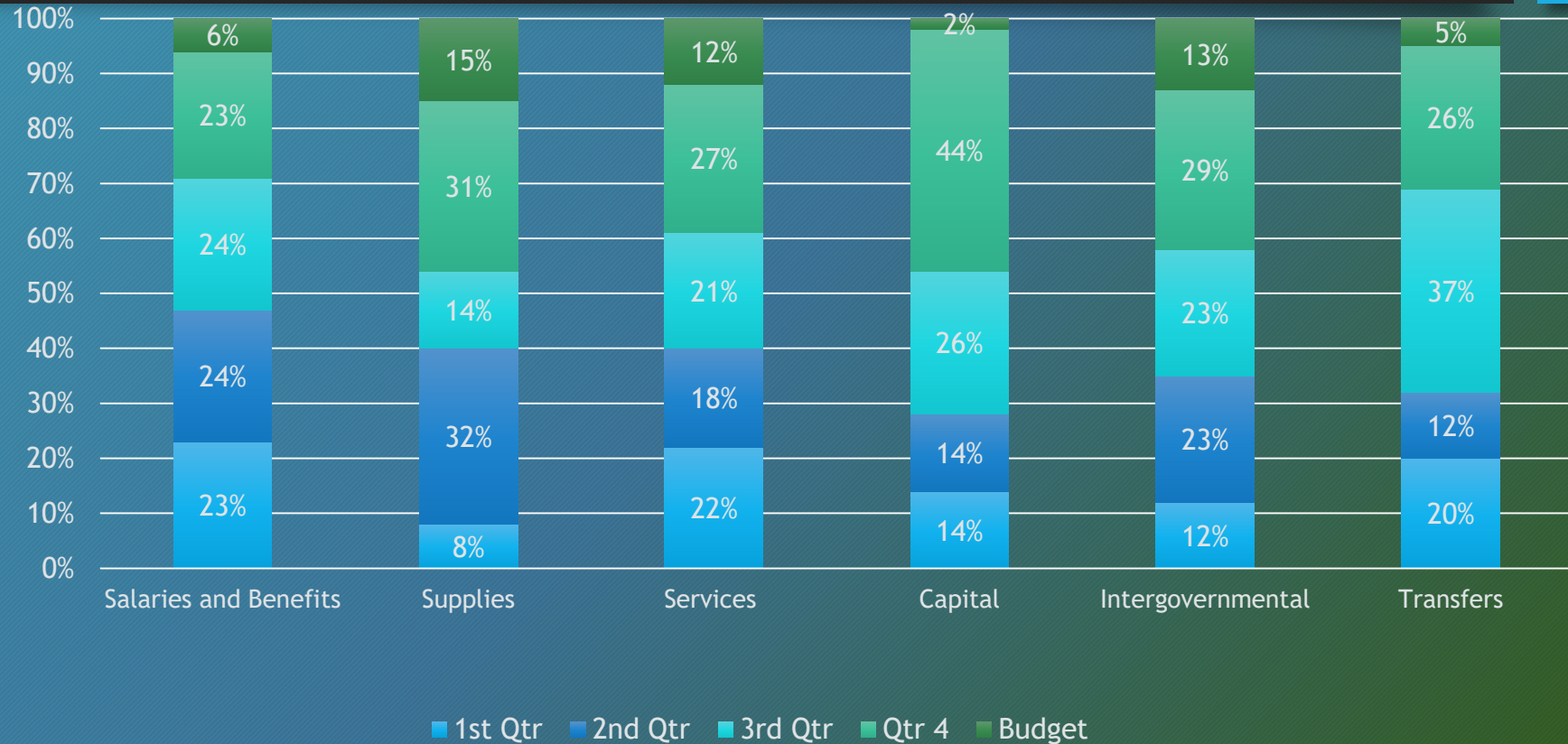


# Fines and Forfeitures



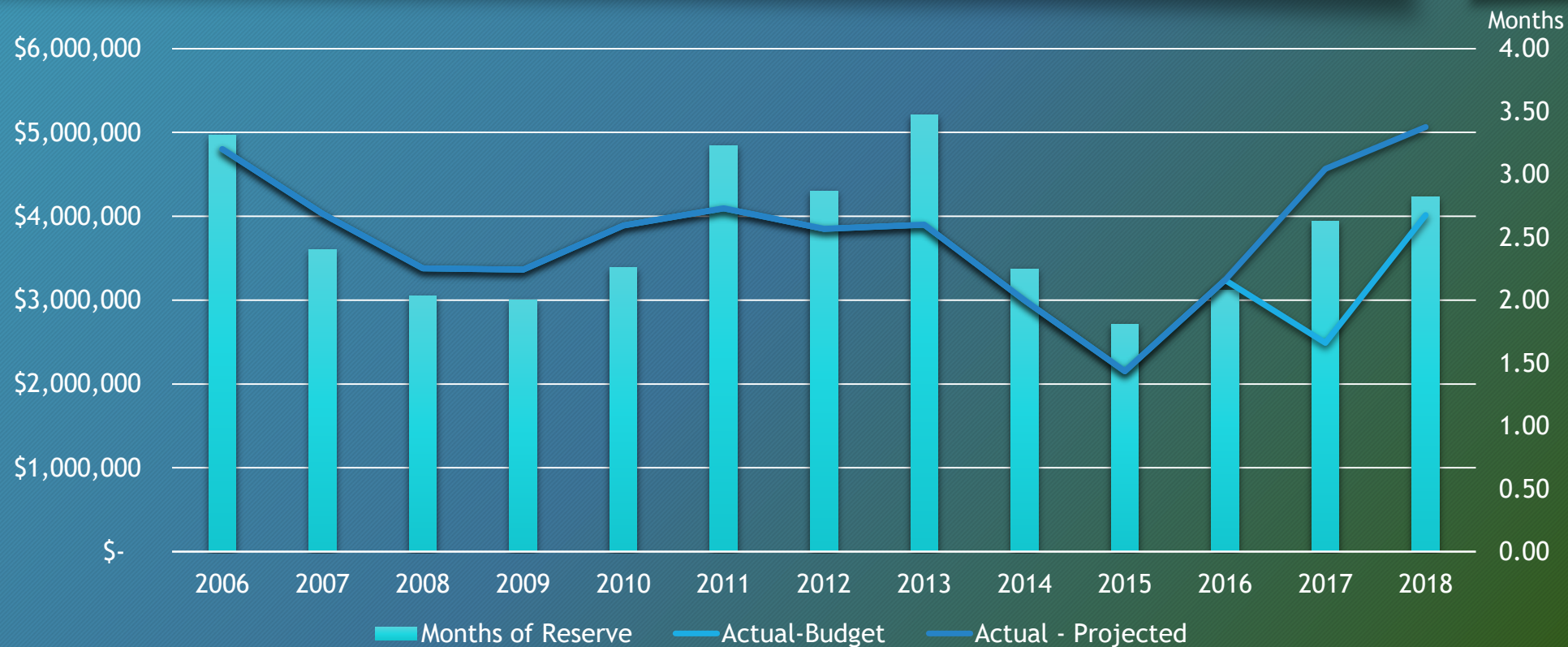
	2009	2010	2011	2012	2013	2014	2015	2016	2017
Other Traffic	\$14,791	\$12,601	\$14,428	\$17,948	\$20,609	\$20,874	\$19,800	\$15,362	\$19,822
Non-Traffic	\$15,334	\$17,294	\$16,906	\$17,956	\$16,294	\$13,327	\$13,799	\$8,147	\$19,822
Parking Viol.	\$18,050	\$17,626	\$22,983	\$17,427	\$19,956	\$16,689	\$22,760	\$26,647	\$22,889
DWI	\$9,173	\$12,730	\$9,538	\$10,460	\$19,117	\$12,776	\$13,473	\$14,271	\$8,675
Crim Costs/EHM	\$42,031	\$44,178	\$47,504	\$52,630	\$52,848	\$45,665	\$46,418	\$40,183	\$48,437
Traffic Infractions	\$87,582	\$88,946	\$97,268	\$89,735	\$93,544	\$70,967	\$58,530	\$63,694	\$51,218

# General Fund Expenditures

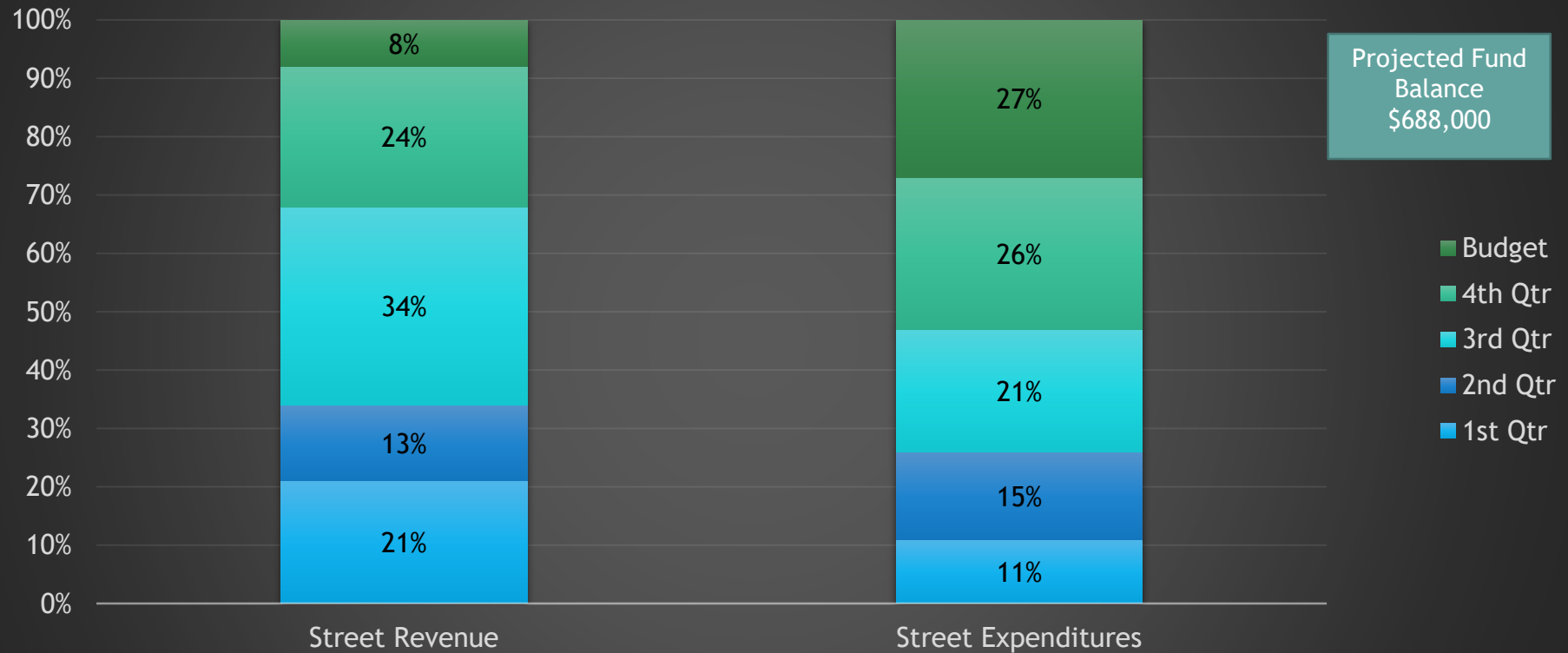




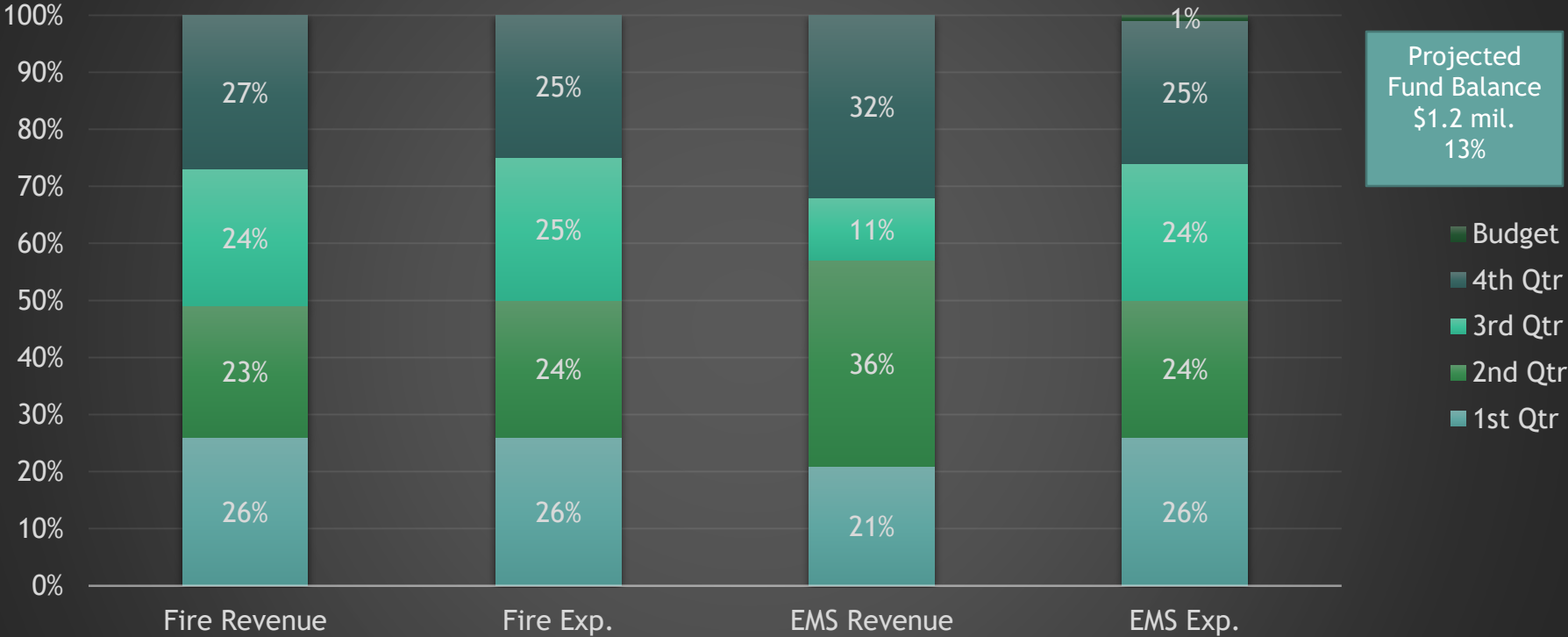
# General Fund Balance



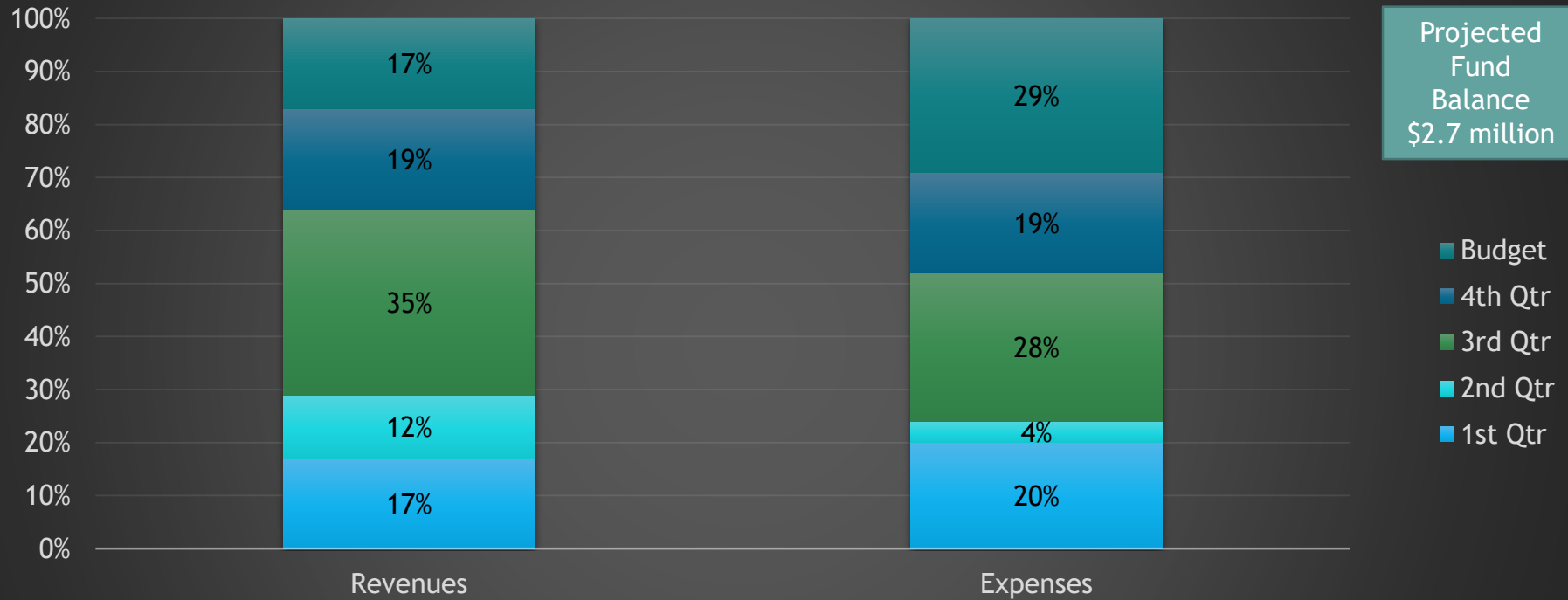
# Streets



# Camas/Washougal Fire and EMS



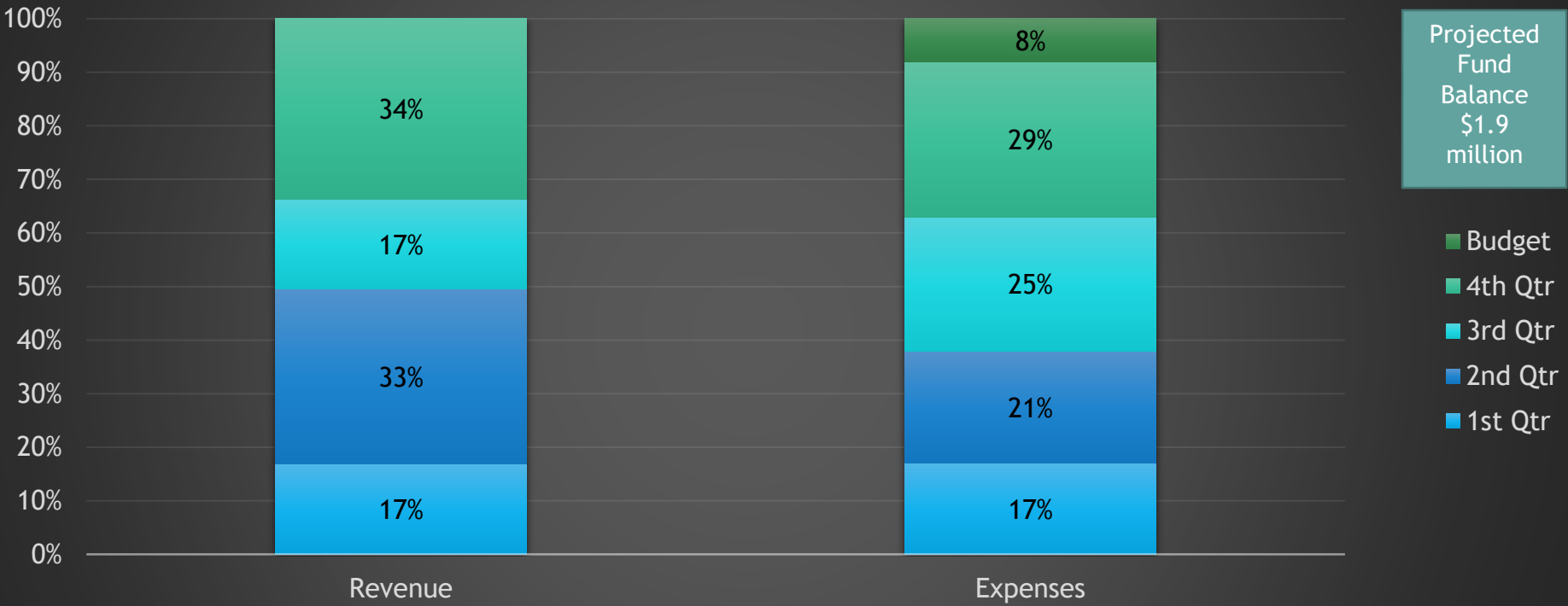
# Storm Water



Excluding Capital



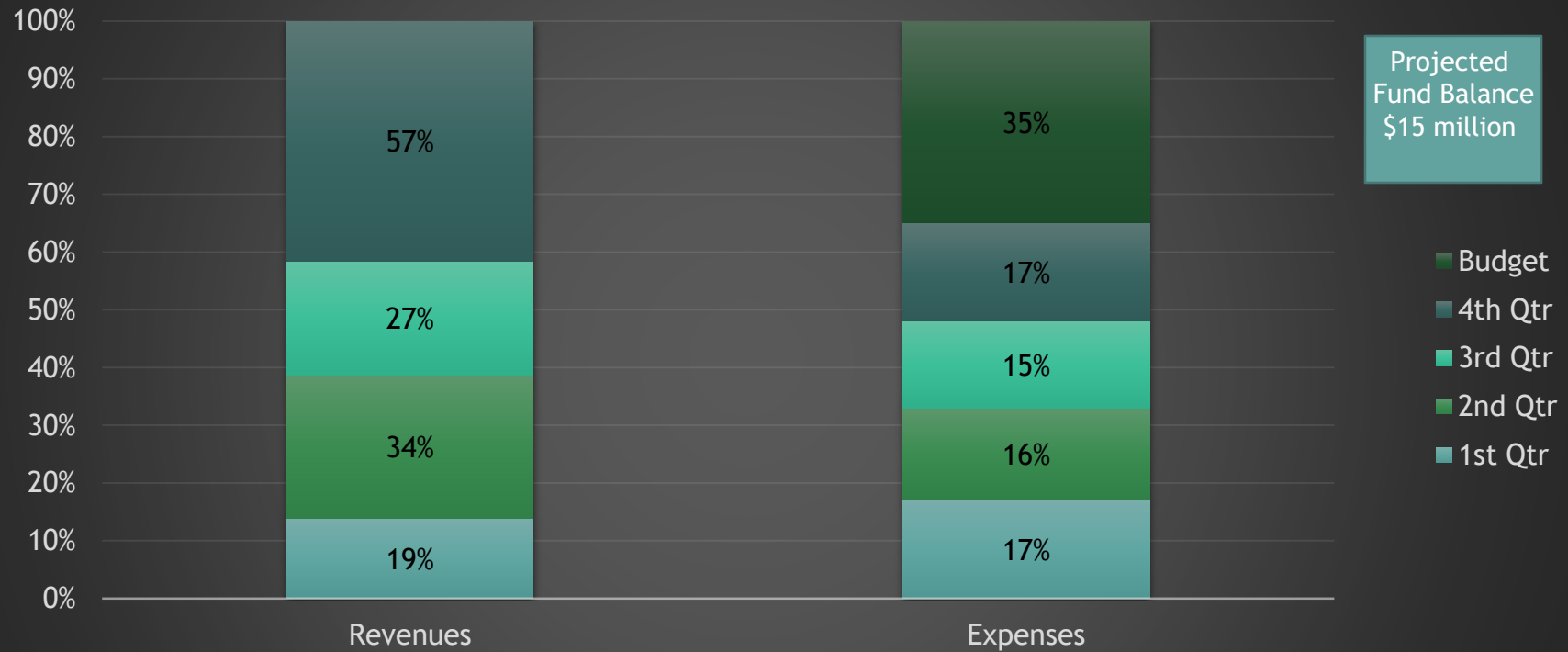
# Solid Waste



Projected Fund Balance \$1.9 million

- Budget
- 4th Qtr
- 3rd Qtr
- 2nd Qtr
- 1st Qtr

# Water/Sewer



# Capital Projects - as of end of 2017 (Projected-pending final close)

## Govt. Projects

• Street Preservation	88%
• Open Space, Trails, Parks	6%
• North Shore Park & Trails	100%
• NW Brady	7%
• Heritage Trailhead	30%
• Community Center	0%
• Larkspur	12%
• NW 6 <sup>th</sup> /Norwood Intersection	36%
• LED Lighting	97%
• Annex Building Acquisition	0%
• Dallas Street	5%

## Utility Projects

• Lacamas Lane Landslide	37%
• Forest Home Landslide	101%
• Storm Water Wetlands	54%
• Well 6	0%
• Well 17	43%
• North Shore Waterline	57%
• Gregg Reservoir	1%
• Mill Ditch Sewer Line Repl.	45%
• Lacamas Creek Pump Station	0%
• Water Meter Replacement	42%



# 2015 LT GO Bond Issue Status

Net Proceeds  
\$8,340,039  
Spend to Date  
\$7,523,600  
Interest  
\$59,412  
Remaining  
\$875,851

## • Estimated Balance Remaining on Projects

- LED Lights \$0
- 6<sup>th</sup> & Norwood \$0
- Friberg & Struck \$0
- 38<sup>th</sup> Ave. \$0
- Brady \$426,045
- Fire Truck \$0
- Building Roofs, Dalles, Brady \$449,806

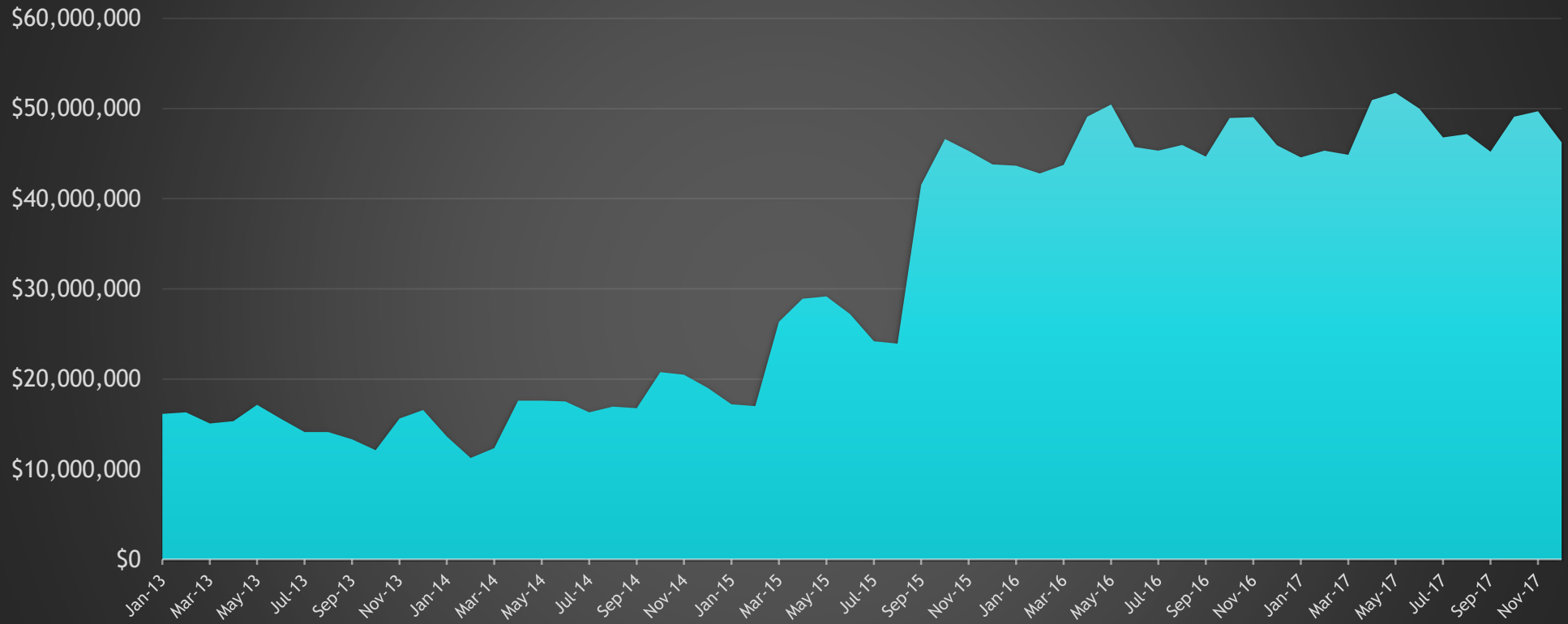
# 2015 Sewer Revenue Bond Issue Status

• Net Proceeds	\$17,004,922
• Spend to Date	\$9,000,167
• Interest	\$219,426
• Remaining	\$8,224,181

# Friends of the Library

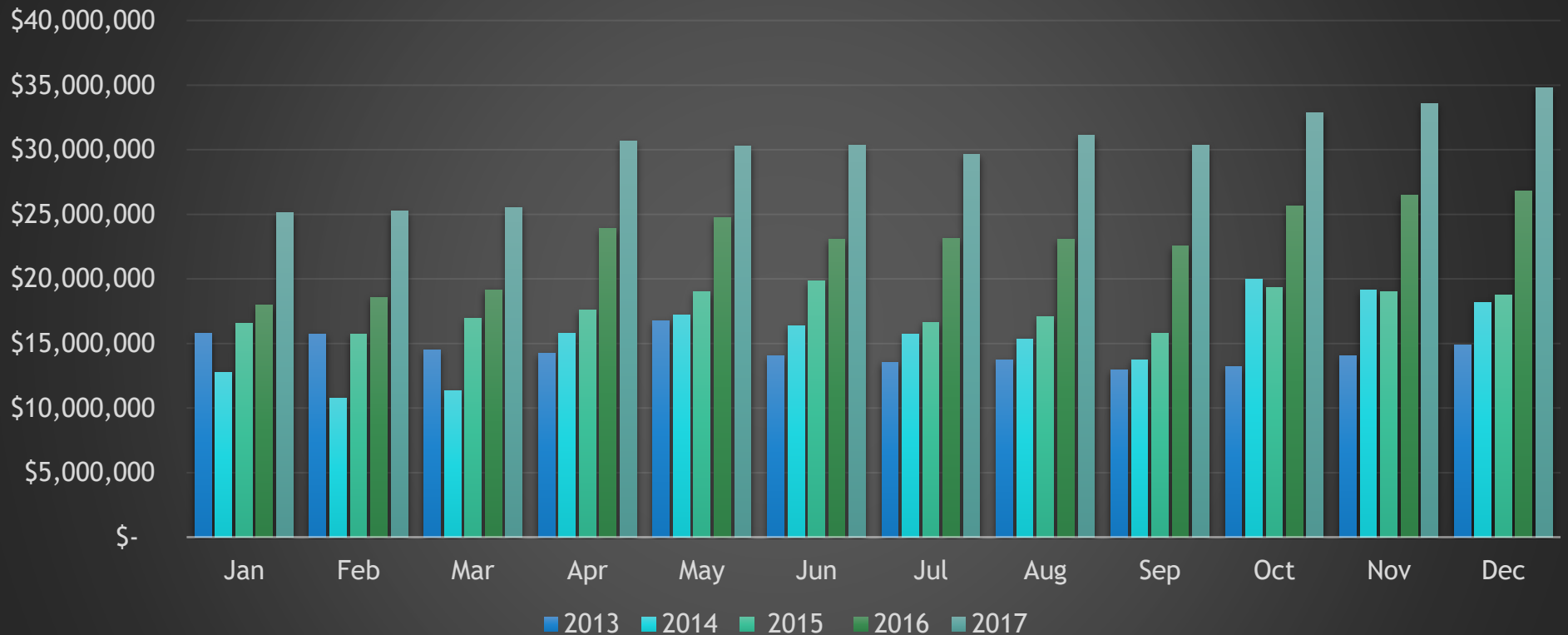
• Trust Account in the Portfolio	\$100,000
• Interest Earned since 9/9/15	\$2,645
• Grant Account in the Portfolio (12/31)	\$7,234
• Proceeds spent in 2017	\$14,100
• Interest Earned in 2017	\$102

# Cash and Cash Equivalent Assets





# Investment Portfolio Balance

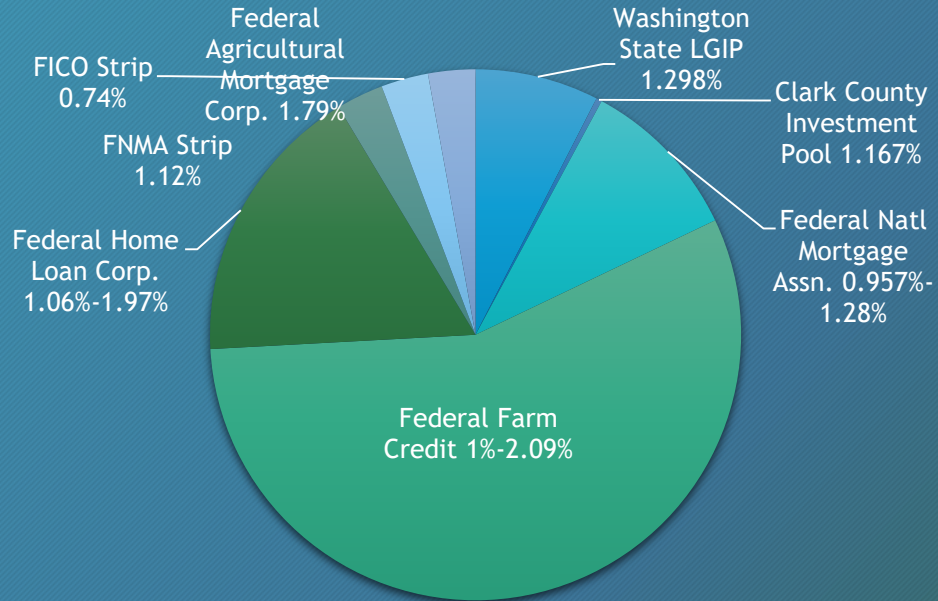




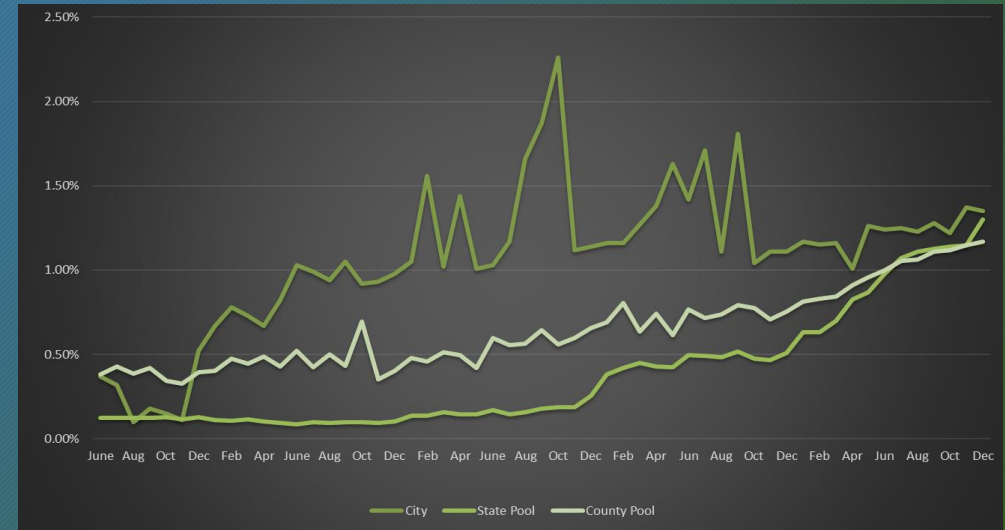
# Investment Portfolio

4<sup>th</sup> Quarter Portfolio \$34,764,774

8% on demand      Return 12/31      1.35%



## Portfolio Performance



# Line of Credit

4<sup>th</sup> Qtr.

Interest Paid \$1,061

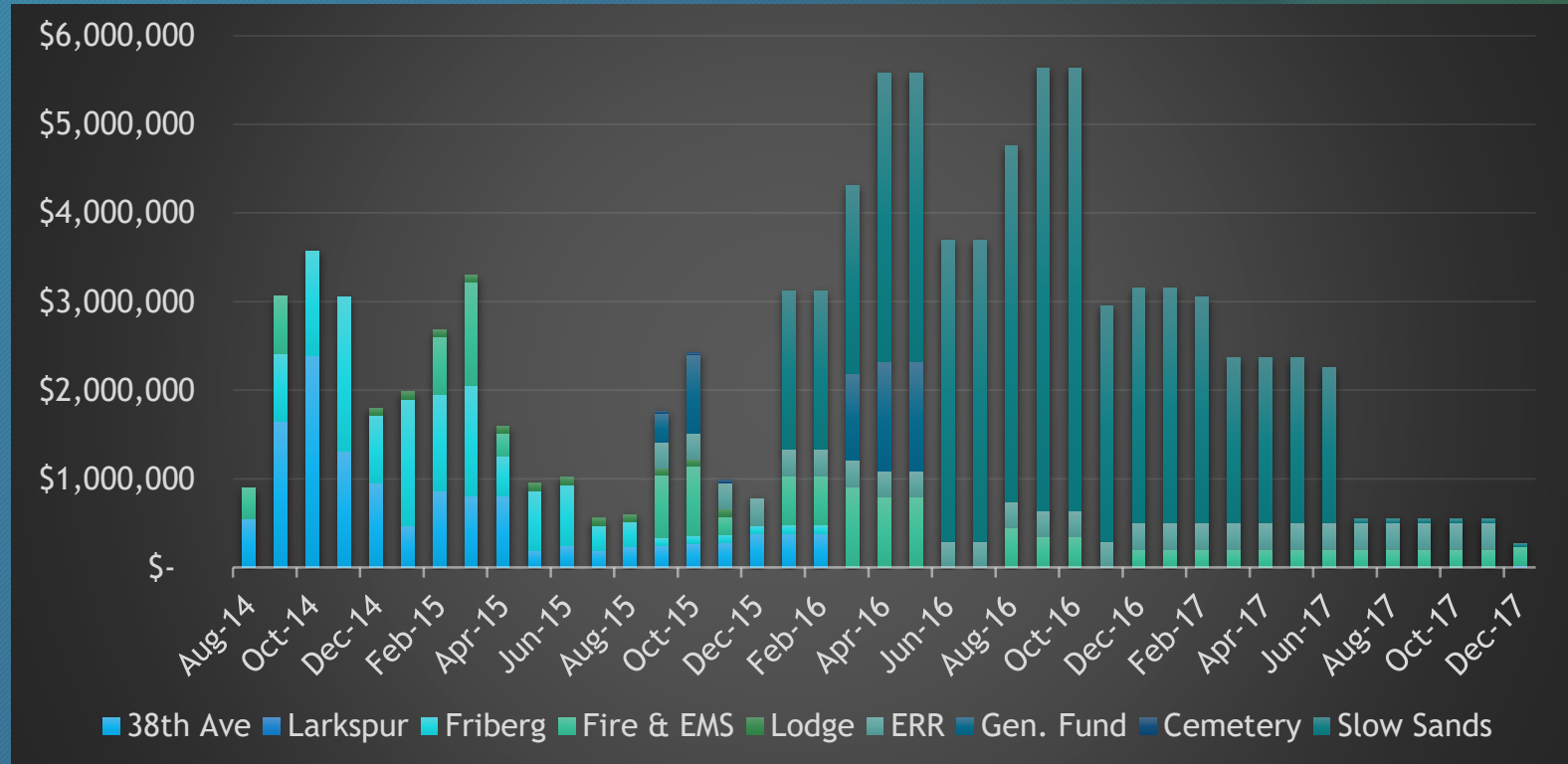
Interest Rate est.

1.464108% Exempt

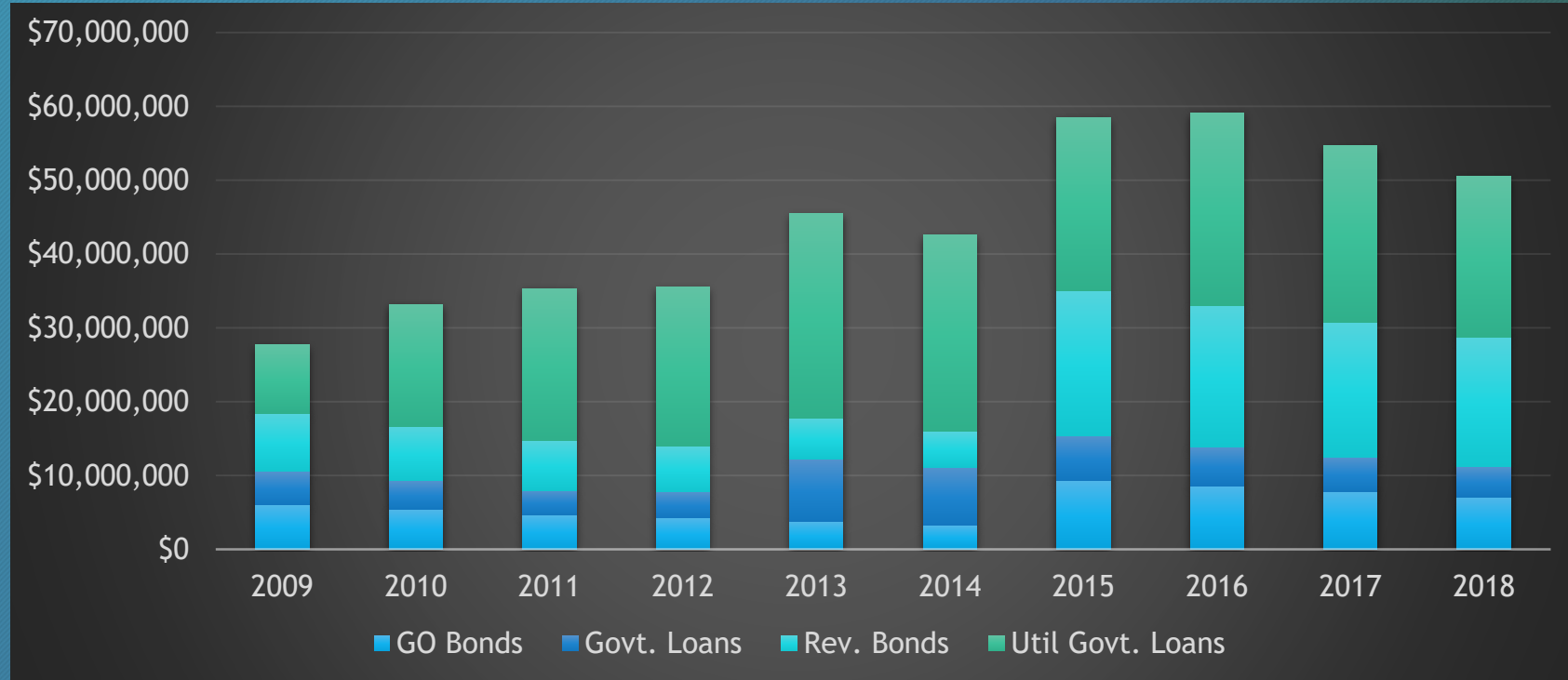
No Taxable Balance

Commitment Fee est.  
\$4,468

Fee Rate 0.275%



# Debt Outstanding

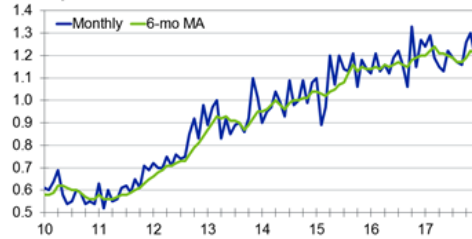




# Outlook

## Trend in Housing Starts Remains Upbeat

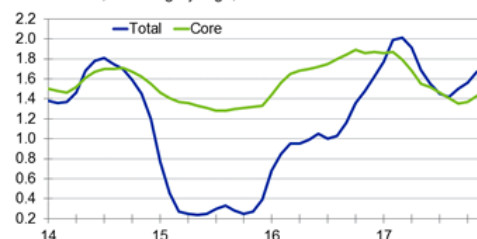
Housing starts, mil, SAAR



Sources: Census Bureau, Moody's Analytics

## No Surprises in U.S. Inflation in December

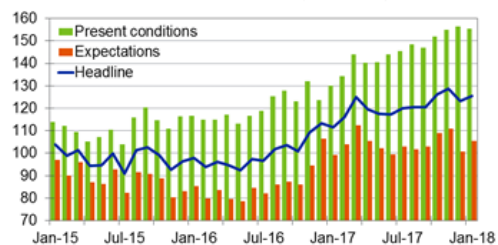
PCE deflator, % change yr ago, 3-mo MA



Sources: BEA, Moody's Analytics

## Expectations Boost Consumer Confidence

Conference board consumer confidence, 1985=100, SA



Sources: The Conference Board, Moody's Analytics

## U.S. Manufacturing Is Strengthening

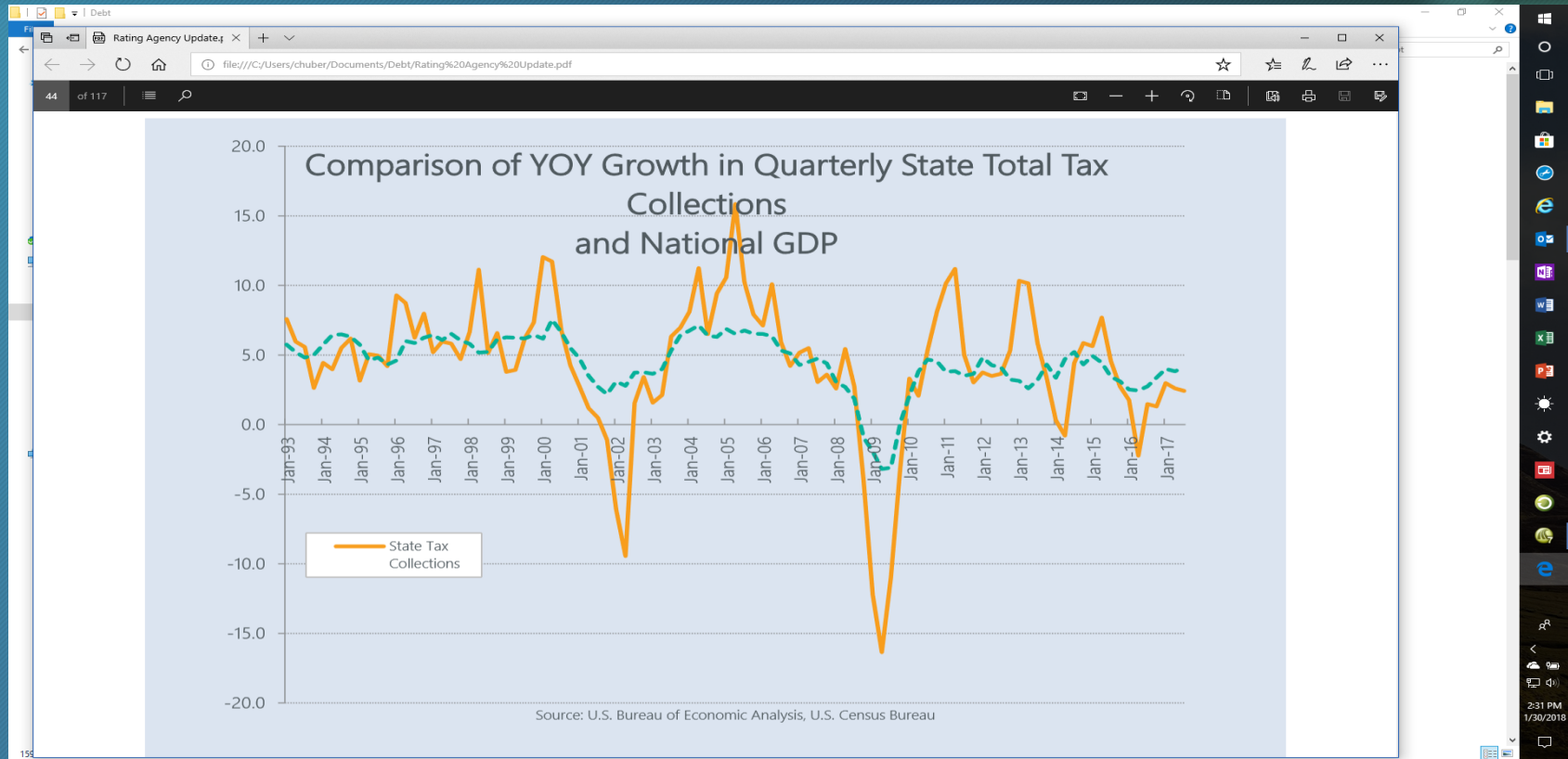
Nondefense capital goods ex aircraft and parts, \$ bil



Sources: Census Bureau, Moody's Analytics

- Consumer spending will remain strong in 2018 but will not accelerate
- Rising interest rates will impact stock market gains
- Tax changes will impact near term and be temporary
- Cost of Municipal borrowing will become more expensive
- Economic output from state and local governments is falling

# Standard and Poor's State and Local Outlook





# 4<sup>th</sup> Quarter Topic

Property Tax Rate Update

Report provided during meeting