

CITY COUNCIL MEETING AGENDA

Monday, October 6, 2014, at 7 p.m. Camas City Hall, 616 NE 4th Avenue

NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Approve the minutes of the September 15, Camas City Council Meeting and the work session minutes of September 15, 2014
- B. Approve claim checks as approved by the Finance Committee
- C. Set a hearing date regarding I-502 uses under Camas Municipal Code for October 20, 2014, to conduct a public hearing to consider an Ordinance amending the Camas Municipal Code, Title 18, Chapter 18.03 and Chapter 18.07 related to marijuana retailing, processing, and production. (submitted by Phil Bourquin)
- D. Release retainage for Project No. WS-713 Waste Water Treatment Facilities Improvements (WWTF), Phase 2B in the amount of \$145,865.15 to Contractors Northwest, Inc. All required City and State project documentation has been received and verified. (submitted by James Carothers)
- E. Authorize Award of Project No. P-905 Camas Municipal Building Exterior Painting to the responsible low bidder, First Cascade Construction, in an amount not to exceed \$37,863.04. City Staff requested bids from applicable contractors on the Small Works Roster to provide all labor, materials, tools and equipment to prepare and apply paint to all surfaces and trim areas on the Camas Municipal Building. One bid from First Cascade Construction was received on September 29th. The bid is under the original project estimate and is recommended for Council approval. (submitted by Steve Wall)
- F. Authorize Mayor to sign the Consultant Agreement with Gray & Osborne, Inc. for Project No. WS-715 Gregg Reservoir for an amount not to exceed \$222,499. The City received a Public Works Trust Fund (PWTF) Loan in 2012 to design and construct a two million gallon steel reservoir in the 544-foot pressure zone. Staff sent out a Request for Qualifications earlier this year to solicit proposals from qualified engineering firms

to provide bid ready plans, specifications and a cost estimate for the project and to assist the City with property acquisition. Gray & Osborne, Inc. was selected as the most qualified firm to complete the project and the attached Proposal and Contract for an amount not to exceed \$222,499 has been submitted. This item was presented at the September 18, 2014, City Council Workshop. (submitted by Steve Wall)

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Announcements
- B. Proclamations

VIII. COMMUNITY DEVELOPMENT

- A. Resolution No. 1303 relating to the multi-family property tax exemption program provided for under the Revised Code of Washington (RCW 84.14)
 - 1. Details: A Resolution of the City of Camas, Washington, relating to the multifamily property tax exemption program provided for under the Revised Code of Washington (RCW84.14); expressing intent to designate three areas within the City of Camas as Residential Target Areas; and, establishing a public hearing time and date for consideration thereof. City Council held a workshop on June 26, 2014, to discuss the program and directed Staff to move forward toward implementation of the program.

Department/Presenter: Phil Bourquin, Community Development Recommended Action: Staff recommends Council approval of the Resolution.

- B. Resolution No. 1304 Declaring a Portion of the Lake Road Stormwater Pond Property as Surplus.
 - 1. Details: This resolution formalizes the declaration of 42,740 square feet along the eastern edge of City-owned property, identified as Clark County Excise Tax Identification #176188-000, as surplus. On May 5, 2014, Council authorized the purchase and sale agreement with County Properties East, LLC, owners of the property due east of the proposed surplus property, for the sale of the proposed surplus property. The Lake Road stormwater pond lies directly west of the proposed surplus property. There are no encumbrances, legal or otherwise, on the proposed surplus property.

Department/Presenter: James Carothers, Engineering Manager

Recommended Action: Adopt the resolution

IX. FINANCE

A. Resolution No. 1305 Repealing Resolutions 606, 943, 1059 concerning Utility Code Billing and Procedures

Details: This resolution removes previously adopted resolutions establishing
policies and procedures for utility billing which the City desires to amend. The
purpose of the modifications is to improve customer service and streamline the
process in order to maintain current staffing levels and provide better compliance
with state law.

Department/Presenter: Cathy Huber Nickerson, Finance Director Recommended Action: Move to approve Resolution No. 1305 Repealing Resolutions 606, 943, and 1059.

- B. Ordinance No. 2711 amending Chapters 13.36 (Utility Billing Code) 13.40, 13.44, 13.62, 13.64, 13.80, 13.84, and 13.86 of the Camas Municipal Code. (Updated 10-3-14)
 - Details: Ordinance No. 2711 amends Chapter 13.36 for utility billing practices including removing all codified fees to be included on a fee schedule, clarifying billing liability for rental properties, modifying disconnection practices, modifying water leak adjustments, establishing a base rate charge for utilities, and changes to notification practices.

Department/Presenter: Cathy Huber Nickerson

Recommended Action: Staff recommends City Council move to approve Ordinance No. 2711

- C. Resolution No. 1306 Establishing a Utility Fee Schedule
 - 1. Details: Resolution No. 1306 establishes a fee schedule for the fees charged for utility services provided by the City.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: Move to approve Resolution No. 1306 for the establishment of a fee schedule for utility services.

X. ADMINISTRATION

- A. Resolution No. 1307 Supporting the Proposed Clark County Charter
 - Details: The proposed County Charter will be on the 2014 General Election Ballot. Resolution No. 1307 recommends approval of the Clark County Home Rule Charter.

Department/Presenter: Pete Capell, City Administrator Recommended Action: Adopt Resolution No. 1307

XI. PUBLIC COMMENTS

XII. EXECUTIVE SESSION

A. Property Acquisition

XIII. ADJOURNMENT

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



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT Monday, September 15, 2014 at 7:00 p.m. Camas City Hall, 616 NE 4th Avenue

NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present:

Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan,

and Melissa Smith

Excused:

Shannon Turk

Staff:

Bernie Bacon, Phil Bourquin, Pete Capell, Leisha Copsey, Mitch Lackey,

Cathy Huber Nickerson, Eric Levison, Shawn MacPherson, and Steve

Wall

Press:

There were no members of the press present

IV. PUBLIC COMMENTS

Joe Levesque, 2682 NW Norwood Street, Camas, commented about literature that he delivered to Mayor and Council regarding his proposed solutions to national financial problems.

V. CONSENT AGENDA

A. Approved the minutes of the September 2, 2014, Camas City Council Meeting and the Work Session minutes of September 2, 2014.

September 2, 2014, Camas City Council Meeting Minutes

September 2, 2014, City Council Work Session Meeting Minutes

- B. Approved claim checks numbered 122942-123102 in the amount of \$1,708,310.92.
- C. Authorized the write-off of the August 2014 Emergency Medical Services (EMS) billings in the amount of \$51,996.30. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (submitted by Cathy Huber Nickerson)
- D. Approved Pay Estimate No. 3 for Project WS-741 2014 STEP/STEF Tank Pumping to AAA Septic Service in the amount of \$7,856.18. The pay estimate is for work completed through August 31, 2014. This project is budgeted and fully funded. (submitted by James Carothers)

Pay Estimate No. 3

E. Approved Change Order No. 2 for Project WS-714/WS-729 STEP Sewer Main and Relocate Waterline for Burlington Northern Sante Fe (BNSF) Railroad to 3 Kings Environmental, Inc., in the amount of \$6,675.40. This change order is for additional costs related to excavation around an un-marked utility, overtime pay when required work was limited to an evening and weekend day, costs associated with a change in length of a casing pipe, and additional piping materials required to complete the work. The final project cost will be about \$15,000 less than the original bid due to some quantity reductions. (submitted by James Carothers)

Memorandum >>

Change Order No. 2

F. Approved Pay Estimate No. 5 (final) for Project WS-714/WS-729 STEP Sewer Main and Relocate Waterline for BNSF Railroad to 3 Kings Environmental, Inc., in the amount of \$12,881.70 and accept the project as complete. The pay estimate is for water and sewer casing installation under the BNSF railroad tracks for work completed through August 30, 2014. (submitted by James Carothers)

Pay Estimate No. 5

G. Approved Pay Estimate No. 3 for Project S-565 NW 38th Avenue Roadway Improvements, Phase 2 to Nutter Corporation in the amount of \$679,676.99. The pay estimate is for work completed from August 1, 2014 through August 31, 2014. (submitted by Anita Ashton)

Pay Estimate No. 3

H. Approved Pay Estimate No. 2 for Project S-566 NW Friberg Street/NE Goodwin Road Roadway to McDonald Excavating, Inc., in the amount of \$637,494.77. The pay estimate is for work completed through August 31, 2014. This project is

partially funded by a Public Works Trust Fund Loan (PWTF) and a Community Economic Revitalization Board (CERB) grant administered by the Washington State Department of Commerce and the Washington State Department of Ecology. (submitted by James Hodges)

Pay Estimate No. 2

Approved Change Order No. 1 for Project 899 Fallen Leaf Lake ADA Ramp to PD Badertscher Construction, LLC in the amount of \$6,439.98. City staff has elected to extend the ADA ramp at the Fallen Leaf Lake Park complex as originally built. (submitted by Denis Ryan)

Change Order No. 1 (attachment updated September 16, 2014)

- J. Authorized staff to submit two separate Energy Efficiency Grant Applications to the Department of Commerce. The Department of Commerce is accepting grant applications for their Energy Efficiency Grant Program until September 18, 2014. Staff made a presentation at the September 15th Workshop and proposed the submission of two Department of Commerce Energy Efficiency Grant Applications; one for the conversion of the City's street lights to Light-emitting Diode (LED) and the other for improvements to the Ultraviolet (UV) disinfection system and the blower system at the City's wastewater treatment plant. (submitted by Steve Wall)
- K. Authorized the Mayor to sign a consultant agreement with BergerABAM to begin the North Urban Growth Area (NUGA) Sewer Alternatives Analysis for an amount not to exceed \$19,100. Staff solicited Statements of Qualifications from consultants on the City's Professional Services Roster to complete a detailed Sewer Alternatives Analysis for the NUGA in preparation for a potential Local Improvement District (LID) project. Staff selected BergerABAM to complete the project. The attached scope of work and contract has been prepared with the intent to begin work as quickly as possible to move the effort forward and to keep pace with the development community needs and guestions. As such, the attached scope of work only includes the first few tasks of the envisioned full project need to allow the team to review and confirm existing data prepared to date, discuss conceptual alternatives and fully vet the comprehensive project scope before proceeding. Staff anticipates coming back to Council to request an amendment to the contract as the initial tasks near completion. This item was discussed at the July 21, 2014, Council Workshop. (submitted by Steve Wall)

Consultant Agreement

It was moved by Melissa Smith, seconded by Linda Dietzman to approve the Consent Agenda. The motion carried unanimously.

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

VI. NON-AGENDA ITEMS

A. Staff

There were no comments from staff.

B. Council

Dietzman gave an update about the sister city organization.

Chaney commented about Nan Henriksen who gave a presentation during the Council workshop regarding the proposed Clark County Charter.

Chaney relayed Clark Regional Emergency Services Agency's appreciation for being able to use the Lacamas Lake Lodge for their board meeting. He also commented about a notice that he received from Comcast regarding an increase in rates.

VII. MAYOR

A. Announcements

Mayor Higgins thanked the Camas-Washougal Fire Department for their coordination of the 9/11 memorial event that was held Thursday in front of City Hall.

Mayor Higgins spoke to Council about the C-Tran board composition question that arose recently regarding veto rights. He also mentioned an article in the Columbian about a Camas student, Gared Skorick, who started a charitable closet at Liberty Middle School. He added that he will be presenting Skorick with a certificate of appreciation.

B. Proclamation

Constitution Week Proclamation

Mayor Higgins read a proclamation proclaiming September 17-24, 2014, as Constitution Week.

Dietzman stated that she had received a citizen complaint about the delivery method of advertising books that is occurring in the Camas area and the litter problem that it is causing. Mayor asked staff to look into the matter.

VIII. PUBLIC COMMENTS

Joe Levesque, 2682 NW Norwood Street, Camas, spoke again about his solutions to the national financial problems and asked if the Mayor would write him another letter of support. Mayor Higgins responded that he would discuss this request with Council.

IX. EXECUTIVE SESSION

A. Property Acquisition

The meeting recessed at 7:18 p.m. for discussion about property acquisition for an estimated 10 minutes. No further action will be taken.

The meeting reconvened at 7:29 p.m.

X. ADJOURNMENT

The meeting adjourned at 7:30 p.m.

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

Quick Preview of Agenda and Supporting Documents - Posted September 10, 2014

Council Agenda with Supporting Documents >>

Mayor City Clerk	 -



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT Monday, September 15, 2014 at 4:30 p.m. Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. ROLL CALL

Present:

Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan,

and Melissa Smith

Excused:

Shannon Turk

Staff:

Bernie Bacon, Phil Bourquin, Pete Capell, Leisha Copsey, Mitch Lackey,

Leona Langlois, Eric Levison, Robert Maul, Cathy Huber Nickerson, Nick

Swinhart, and Steve Wall

Press:

Heather Acheson, Camas-Washougal Post Record

III. PUBLIC COMMENTS

Robert Cone, 619 NW 27th Avenue, Camas, commented about concerns that he has regarding weeds that are growing on his property.

IV. SPECIAL PRESENTATIONS

A. Proposed Clark County Charter

Details: The City Council was briefed on the proposed Clark County Charter that is on the ballot in November.

Department/Presenter: Nan Henriksen, Former Chair of the Clark County Freeholders

V. PUBLIC WORKS DEPARTMENT

A. Consultant Agreement for Project WS-715 Gregg Reservoir

Details: The City received a Public Works Trust Fund Loan in 2012 to design and construct a 2.0 million gallon steel reservoir in the 544-foot pressure zone. Staff sent out a Request for Qualifications earlier this year to solicit proposals from qualified engineering firms to provide bid ready plans, specifications and a cost estimate for the project and to assist the City with property acquisition. Gray

& Osborne, Inc., was selected as the most qualified firm to complete the project. Gray & Osborne has submitted the attached proposal and contract for an amount not to exceed \$222,499, including a \$16,540 task for property acquisition assistance which could not be used without prior approval by the City.

Department/Presenter: Steve Wall, Utilities Manager

Consultant Agreement

The attached proposal and contract will be placed on the October 6, 2014, Consent Agenda for Council's consideration.

B. Energy Efficiency Grant Proposals Presentation

Details: Staff provided information regarding the Department of Commerce Energy Efficiency Grant Program and two separate grant application proposals. The grant application proposals included the conversion of existing street lights to Light-emitting Diode (LED) and improvements to the blower and Ultraviolet (UV) disinfection systems at the City's wastewater treatment plant.

Department/Presenter: Steve Wall, Utilities Manager, and Steve Rubbert and Rich Davis from Abacus

Energy Efficiency Grant Proposals Presentation (Attachment updated - September 15, 2014)

Staff placed this item on the September 15, 2014, Consent Agenda for Council's consideration to submit the two grant applications.

C. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items.

Department/Presenter: Eric Levison, Public Works Director

Levison gave Council a brief update regarding the City Hall painting project. A bid award will be placed on the October 6, 2014, Consent Agenda for Council's consideration.

Levison informed Council that the Annual Lacamas Lake Clean Up event will take place on September 20, 2014, from 9:00 a.m. to 11:30 a.m. He also gave an update about the completion of the tennis court project and read a thank you letter from the pickle ball group that use the courts.

VI. COMMUNITY DEVELOPMENT DEPARTMENT

A. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items.

Department/Presenter: Phil Bourquin, Community Development Director

Bourquin gave Council a brief update about the I-502 marijuana initiative.

VII. FINANCE DEPARTMENT

A. 2015-2016 Cost Allocations

Details: This presentation was to review the two different methods the City utilizes for cost allocation as well as to explore two additional options for technology and possibly facilities. Currently, the City allocates indirect costs or costs for support services to other funds, such as the costs for human resources to utility funds. In addition, the City also utilizes a rental model for allocating costs of a shared fleet program. The presentation allowed time for discussion regarding the methodology as well as the interest by City Council in expanding these models to cover technology and possibly facilities.

Department/Presenter: Cathy Huber Nickerson, Finance Director

2015-2016 Cost Allocations Presentation

This topic will come back before Council in October for further discussion.

Pete Capell, City Administrator, informed Council that the draft budget will be presented during the October 6, 2014, Council Workshop. He added that the October 20, 2014, Council Workshop will be a special joint meeting with the City of Washougal and the Port of Camas-Washougal. The meeting will be held at Lacamas Lake Lodge.

Mayor Higgins commented about the possibility of scheduling special Council workshops in order to work through the budget process.

Capell stated that as a result of the special meeting and all of the budget work sessions, a special workshop will be held on October 13th at 4:30 p.m. in the Council Chambers. The workshop will be strictly for budget items. He added that a tentative special Council workshop will be held on November 10th if necessary, for additional budget discussions.

B. 2015 Property Tax Presentation

Details: This presentation was to review in more detail property tax options for 2015. Staff reviewed historical data and presented the property tax calculation in detail. There was also time available for discussion regarding the 1% property tax.

Department/Presenter: Cathy Huber Nickerson, Finance Director

2015 Property Tax Presentation

A decision package for the 1% property tax will be presented as part of the recommended budget for Council's consideration.

C. 2015-2016 Charges for Service (Fee Schedule)

Details: This presentation was to review whether City Council would be interested in moving all fees or charges for service from the Camas Municipal Code (CMC) to a fee schedule. The fee schedule may be reviewed periodically and/or indexed to the Consumer Price Index (CPI). The intent of this proposal was to update the City's charges for service for cost recovery.

Department/Presenter: Cathy Huber Nickerson, Finance Director

2015-2016 Charges for Service Presentation

This topic will come back before Council for further review and discussion during one of the special Council workshops.

VIII. CITY ADMINISTRATION

A. Miscellaneous and Scheduling

Details: Updates on miscellaneous or scheduling items.

Department/Presenter: Pete Capell, City Administrator

Capell reminded Council that the State of the Community event will be held on September 23, 2014, at the Camas High School Theatre. The event starts at 6pm.

Smith asked and Mayor responded that the Camas Youth Advisory Council (CYAC) will be holding a candidate forum on October 13th at 6pm.

Capell informed Council that the Association of Washington Cities (AWC) will be holding a regional meeting in Vancouver on October 15th from 5:45 p.m. to 8:00 p.m. He asked Council to let him know if they wished to attend.

IX. COUNCIL COMMENTS AND REPORTS

Anderson asked and Council responded that they would like to have a resolution at the next Council meeting in support of the proposed Clark County Home Charter that Nan Henriksen spoke about earlier in the workshop. The remainder of the Council comments were held over until the regular meeting.

	There were no comments from the public.
XI.	ADJOURNMENT
	The meeting adjourned at 6:24 p.m.
NOTE	The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.
Quick	Preview of Agenda and Supporting Documents - Posted September 10, 2014
	Workshop Agenda with Supporting Documents
8	Mayor City Clerk

X. PUBLIC COMMENTS

FINAL PROGRESS ESTIMATE NO. 10 FEBRAURY 20, 2014

CITY OF CAMAS CLARK COUNTY WASHINGTON

PROGRESS ESTIMATE PERIOD
JANUARY 25, 2014 TO FEBRUARY 20, 2014

PROJECT:

CITY OF CAMAS

WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B

G&O JOB NUMBER #11505,02

CITY OF CAMAS PROJECT #WS-713

CONTRACTOR:

CONTRACTORS NORTHWEST, INC.

P.O. BOX 6300

COEUR D'ALENE, ID 83816

	BID	ITEMS			ITITIES	PROJEC	T COSTS		
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	PERCENT OF CONTRACT QUANTITY	
1 2	Bond and Insurance Mobilization and	1 LS	\$51,114.00	0.00%	100.00%	\$0.00	\$51,114.00	100.00%	
	Demobilization	1 LS	\$95,000.00	0.00%	100.00%	\$0.00	\$95,000.00	100,00%	
3	General Requirements	1 LS	\$188,970,00	0.88%	100.00%	\$1,660.41	\$188,969,98	100.00%	
4 5	Site Work UV Disinfection/Effluent	1 LS	\$676,981.00	0.02%	100.00%	\$125.00	\$676,981.00	100.00%	
.,	Pump Station	LS	\$500,101.00	0.85%	100.00%	\$4,250.00	\$500,101.00	100,00%	
6 7	Clarifier No. 3 Hydrogen Sulfide Scrubber	1 LS	\$695,938.00	0.26%	100.00%	\$1,778.70	\$695,938.00	100,00%	
	System	1 LS	\$277,769.00	0.80%	100.00%	\$2,235,50	\$277,769.00	100.00%	
8	Electrical	I LS	\$273,127.00	0.00%	100.00%	\$0.00	\$273,127.00	100.00%	
9	Trench Excavation Safety						• • • • • • • • • • • • • • • • • • • •		
	System	1 LS	\$5,703.00	0.00%	100.00%	\$0.00	\$5,703.00	100.00%	
10	Dewatering	1 LS	\$6,064.00	0.00%	100.00%	\$0.00	\$6,064.00	100.00%	
11 12	Unsuitable Excavation Rock Excavation (CQ#2	100 CY	\$37.00	0	100	\$0.00	\$3,700.00	100.00%	
13	Item 5) Additive Item No. 1 - Dryer	0 CY	\$68.50	0	0	\$0,00	\$0.00		
14	Building Additive Item No. 5 -	1 LS	\$23,600.00	0.00%	100.00%	\$0.00	\$23,600.00	100.00%	
	Launder Covers	TLS	\$45,700.00	0.00%	100.00%	\$0.00	\$45,700.00	100.00%	
СНА	NGE ORDERS:								
COI		1 1.8	\$53,405,00	0.00%	100.00%	\$0.00	\$53,405,00	100%	
CO2	Items I through 4	1 LS	\$20,131.00	100.00%	100.00%	\$20,131.00	\$20,131.00	100%	
CO3	<u> </u>	*/	1,200, 20, 700	. 50,0070	700.0070	\$0.00	\$0.00	10070	
CO4						\$0.00	\$0.00		

FINAL PROGRESS ESTIMATE NO. 10 FEBRAURY 20, 2014

CITY OF CAMAS CLARK COUNTY WASHINGTON

PROGRESS ESTIMATE PERIOD JANUARY 25, 2014 TO FEBRUARY 20, 2014

PROJECT:
CITY OF CAMAS

WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B, G&O JOB NUMBER #11505.02

CITY OF CAMAS PROJECT #WS-713

CONTRACTOR:

CONTRACTORS NORTHWEST, INC.

P.O. BOX 6300

COEUR D'ALENE, ID 83816

		PROJEC'	r costs
		AMOUNT THIS	AMOUNT TO
		PERIOD	DATE
SUBTOTAL EARNED TO DATE	1	\$30,180.61	\$2,917,302.98
SALES TAX	8.40%	\$2,535.17	\$245,053.43
MATERIALS ON HAND		\$0.00	\$0.00
TOTAL		\$32,715.78	\$3,162,356.41
LESS 5% RETAINED (BEFORE TAX)		\$1,509.03	\$145,865.15
FOTAL EARNED TO DATE LESS RETAINAGE			\$3,016,491.26
LESS AMOUNTS PREVIOUSLY PAID			e.
PROGRESS ESTIMATE NO. 1			\$337,296,34
PROGRESS ESTIMATE NO. 2			\$360,739.36
PROGRESS ESTIMATE NO. 3			\$149,382,05
PROGRESS ESTIMATE NO. 4			\$56,125.20
PROGRESS ESTIMATE NO. 5			\$76,191,20
PROGRESS ESTIMATE NO. 6			\$522,090.60
PROGRESS ESTIMATE NO. 7			\$1,082,488.35
PROGRESS ESTIMATE NO. 8			\$331,907.69
PROGRESS ESTIMATE NO. 9			\$69,063.72
TOTAL PAYMENT NOW DUE;		\$31,206,75	\$31,206.75

ORIGINAL CONTRACT AMOUNT CONTRACT AMOUNT WITH CHANGE ORDERS 1-2 CONTRACT PERCENTAGE TO DATE \$2,858,837.00 \$2,917,303.00 100%

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED UNDER THIS CONTRACT.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES).

GRAY & OSBORNE, INC.

CONTRACTORS NORTHWEST, INC.

CITY OF CAMAS

FINAL PROGRESS ESTIMATE NO. 10 FEBRAURY 20, 2014

CITY OF CAMAS CLARK COUNTY WASHINGTON

PROGRESS ESTIMATE PERIOD
JANUARY 25, 2014 TO FEBRUARY 20, 2014

PROJECT:

CITY OF CAMAS

WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B

G&O JOB NUMBER #11505,02

CITY OF CAMAS PROJECT #WS-713

CONTRACTOR:

CONTRACTORS NORTHWEST, INC.

P.O. BOX 6300

COEUR D'ALENE, ID 83816

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY		TOTAL	SALES	SALES			
EST	PROGRESS ESTIMATE	EARNED PER	TAX	TAX	MATERIALS	RETAINAGE	TOTAL
NO.	PERIOD DATES	PERIOD	RATE	AMOÚNT	ON HAND	(5%)	PAYMENT
1.	JANUARY 15, 2013 TO FEBRUARY 18, 2013	\$205,141.01	8.40%	\$17,231.84	\$125,180.54	\$10,257,05	\$337,296.34
2.	FEBRUARY 19, 2013 TO MARCH 21, 2013	\$417,917.42	8.40%	\$35,105.06	-\$71,387.25	\$20,895.87	\$360,739.36
3.	MARCH 21, 2013 TO APRIL 15, 2013	\$146,916.94	8,40%	\$12,341.02	-\$2,530.06	\$7,345.85	\$149,382.05
4.	APRIL 16, 2013 TO MAY 15, 2013	\$54,279.69	8.40%	\$4,559.49	\$0.00	\$2,713.98	\$56,125,20
5.	MAY 16, 2013 TO JUNE 19, 2013	\$65,716.90	8.40%	\$5,520.22	\$8,239.93	\$3,285.85	\$76,191.20
6.	JUNE 20, 2013 TO JULY 15, 2013	\$495,675.45	8.40%	\$41,636,74	\$9,562.18	\$24,783,77	\$522,090,60
7.	JULY 16, 2013 TO SEPTEMBER 15, 2013	\$1,101,464.65	8.40%	\$92,523.03	-\$56,426.10	\$55,073.23	\$1,082,488.35
8.	SEPTEMBER 16, 2013 TO DECEMBER 6, 2013	\$333,217.54	8,40%	\$27,990.27	-\$12,639.24	\$16,660.88	\$331,907.69
9.	DECEMBER 7, 2013 TO JANUARY 24, 2014	\$66,792.77	8.40%	\$5,610.59	\$0.00	\$3,339.64	\$69,063,72
10,	JANUARY 25, 2014 TO FEBRUARY 20, 2014	\$30,180.61	8.40%	\$2,535.17	\$0.00	\$1,509.03	\$31,206.75
	TOTAL:	\$2,917,302.98		\$245,053.43	\$0.00	\$145,865.15	\$3,016,491.26

]							
		I. Peter Cap that these b	I, Peter Capell, City Clerk hereby cer that these bid tabulations are correct.	l, Peter Capell, City Clerk hereby certify that these bid tabulations are correct.	Ý.		
····			5	Region of the second	x 9/29/2014	12014	
		Peter Capell			Date		
PROJ	PROJECT NO. P-905A			Engineer	Engineer's Estimate	First Cascade Corporation	orporation
			11	\$37,9		P.O. Box 2158	•
DESCR	DESCRIPTION: Camas Municipal Building Exterior Painting	Exterior Pa	ainting			Lake Oswego, OR 97035	R 97035
DATE OF	DATE OF BID OPENING: September 29, 3:00 pm, Council Chambers		Entered by SW				
ITEM	DESCRIPTION	UNIT	QTY	UNIT	ENGINEER	TINU	CONTRACT
Z.C				PRICE	TOTAL	PRICE	TOTAL
	Provide all labor, materials, tools and						
	equipment to prepare and apply coatings					1	
,	to all surfaces and trim areas currently on	S	proces	\$35,000.00	\$35,000.00	\$35,000.00 \$34,929.00	\$34,929.00
	616 NE 4th Avenue, Camas. WA as						
	detailed in Attachment 'A'						
		Subtotal Tax CONTRACT TOTAL	Subtotal Tax		\$35,000.00 \$2,940.00 \$37,940.00		\$34,929.00 \$2,934.04 \$37,863.04
······		9	-		30.40.00		90 (3000:04

PROPOSAL AND CONTRACT FOR

PROFESSIONAL ENGINEERING SERVICES

CITY OF CAMAS

WASHINGTON

SEPTEMBER 2014

GRAY & OSBORNE, INC. CONSULTING ENGINEERS SEATTLE, OLYMPIA, YAKIMA, VANCOUVER & ARLINGTON

G&O Job. No. 20145.51

CONTRACT FOR

PROFESSIONAL ENGINEERING SERVICES

Τ	HIS Con	tract, entered into	this	day of		2014, bet	ween
the CITY	OF CA	MAS, Washingto	n, hereinaft	er called the	"Agency"; and	GRAY &	
		, Consulting Engi					
"Enginee	er".						

WITNESSETH:

WITNESSETH THAT, the Agency now finds that it is in need for the engagement of professional engineering services. The purpose of this Contract it to define the scope of work to be performed, the conditions under which it shall be performed, and method of payment for professional engineering services authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with 544 Zone Reservoir, hereinafter also called the "Project." These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon execution of this Contract, and authorization of the Agency to proceed, the Engineer shall provide engineering services more fully described in Exhibit "A."

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described as scope of work and budget herein.

The information so secured shall be made available to the Agency and the Engineer for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of these services shall not exceed the amount shown in Exhibit "B" without further written authorization by the Agency.

Total compensation is based on the following:

- (a) <u>Cost Ceiling:</u> The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.
- (b) <u>Compensation Determination:</u> Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.
 - 1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "C" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools; attendance at non-project-specific public meetings for the purpose

of keeping the public informed in regard to infrastructure improvements in the community and how the public will be affected; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.

2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period, plus a proportionate percentage of the fee amount stipulated above.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 7

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 8

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 9

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

ARTICLE 10

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 11

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 12

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R.60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability.

respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 14

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 15

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 16

INDEMNITY AGREEMENT

The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

The Engineer shall be required to indemnify the Agency in those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors. In those cases, the liability of the Engineer for indemnifications shall be limited to that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

ARTICLE 17

INSURANCE

A. <u>Public Liability</u>

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person

\$1,000,000 each occurrence \$1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person

\$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS \$1,000,000 each occurrence AND

OMISSIONS LIABILITY \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

ARTICLE 18

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 19

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "D" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 20

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 21

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Public Works Director, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF CAMAS 616 NE 4th Avenue Camas, Washington 98607 and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC. 701 Dexter Ave. North Suite 200 Seattle, Washington 98109-4339

ARTICLE 22

TERMINATION

City may terminate this Agreement at any time without cause. City shall give Engineer five (5) days written notice before such termination shall be effective. Engineer shall be entitled to compensation and reimbursement of expenses of work performed and costs incurred up to the effective date of the termination.

ARTICLE 23

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.	AGENCY: City of Camas
Ву:	Ву:
(Signature)	(Signature)
Name/Title: Thomas M. Zerkel, P.E., President	Name/Title:
	(Print)
Date:	Date:
"Equal Opportunity/Affirmative Action Employ	ver"

EXHIBIT "A"

SCOPE OF WORK

CITY OF CAMAS 544 ZONE RESERVOIR

PROJECT UNDERSTANDING

The City of Camas desires to construct a new reservoir to serve the 544 Zone in the west Prune Hill area. The City has selected a site near the Sharp facility but has not secured ownership. The size of the reservoir will be 2.0 million gallons. The project will be connected to the 544 Zone through transmission piping, the alignment of which has not yet been determined. The transmission main will be completed as a separate project under a separate contract. However, this scope will identify the best way to serve the 544 Zone.

The following major items are anticipated for this project.

Site Survey

A site survey will be required to design the reservoir and to support the land purchase. For this scope, the survey will include topographic survey of the reservoir site and a title search for existing easements. Additional survey for the transmission main and further property acquisition assistance are not included in this scope but can be provided for an additional fee.

Cultural Assessment

A cultural assessment of the reservoir site will be required. This scope includes a cultural assessment for the reservoir site but does not include any assessment for the proposed transmission main that will be constructed as a separate project.

Since the project will be funded through the Public Works Trust Fund (PWTF), the project will meet the review procedures under the Washington State Executive Order 05-05 (EO 05-05). The project will also need to comply with the City of Camas' archaeological ordinance. The area has been assigned a "moderate" level of probability for an archaeological resource. No federal compliance is needed as no federal land, funding, or permitting is needed for the project.

Permit Assistance

The project will require a site plan review and conditional use permit under the City of Camas under the City's municipal code. It is also anticipated that a SEPA checklist will need to be prepared.

In addition, the project will require a City of Camas building permit and clearing and grading permit. The building permit for the foundation will be obtained by Gray & Osborne prior to awarding the contract and the building permit for the steel tank structure will be obtained by the contract as part of his work.

Geotechnical Report

The project will require a geotechnical report to ascertain the site soil conditions and to determine the geotechnical design parameters.

Predesign Report

The project will require pre-design report fulfilling the requirements of WAC 246-290-110 outlining the design parameters.

2.0 MG Reservoir Design

The project will be designed as a 2.0 MG welded steel reservoir. The reservoir is anticipated to be 92 feet in diameter and 40-feet tall with a base elevation of 504-feet MSL and an overflow at 544-feet MSL. The reservoir is anticipated to be an unanchored reservoir with a chine roof, interior columns, and seal welding on all interior surfaces. The reservoir design will conform to AWWA and City standards and the International Building Code. The reservoir will have accessories such as a spiral staircase, interior platform, handrails, roof vent, and sample taps. The inlet and outlet will be located at separate locations to facilitate mixing and a passive mixing system, such as a Tideflex Technologies system, will be considered to maintain water quality in the tank. The inlet and outlet plumbing will be designed with flexible fittings to accommodate seismic movement.

The location of the reservoir on the site will be designed to be connected to a transmission main to the 544 Zone (built as a separate project under a separate contract). A future booster station to serve the 697 Zone will be considered in the site design and a possible location for the future booster station will be noted on the plans.

Contract Documents

The Contract Documents for the new 2.0 MG 544 Zone Reservoir project will include plans, specifications, and a cost estimate. The contract documents will be prepared to include comments from the City and DOH reviews for bidding and constructing the project. Assistance will be provided during the bidding and awarding of the project.

Construction Support

Any continuing professional engineering services for construction support after the award of the construction contract will be under a separate contract and will be negotiated at that time.

SCOPE OF WORK

Phase 1 – Survey (performed by subconsultant Olson Engineering)

Tasks include:

- 1. Calculate the out-boundary of Assessor's Parcel No. 125623-000, currently owned by Dennis Daley. This would include performing a legal lot deed history as well as the cost for a title report with any easements over the parcel.
- 2. Perform a topographic survey over approximately 3.0 acres including road frontage and extending 200 feet west and south of the existing parcel lines along NW 18th Avenue.
- 3. Prepare a record of survey and set the property corners of the existing parcel.

Phase 2 – Cultural Assessment (performed by subconsultant Archaeological Investigations Northwest)

Tasks will include:

- 1. Prepare an EZ-1 form for the City to submit to the PWTF to address Executive Order 05-05.
- 2. Conduct an archaeological pedestrian survey of the areas that are proposed for impacts, followed by shovel testing (up to 12 shovel tests) of the parcel.
- 3. Prepare the report, summarizing the results of the background review and fieldwork, and providing recommendations, which will be submitted to all stakeholders, including the Department of Archaeology and Historic Preservation.

Phase 3 – Geotechnical Report (performed by subconsultant, PanGEO, Inc.)

- 1. Review of existing geotechnical information.
- 2. Site reconnaissance.
- 3. Subsurface Exploration including three to five test pits.

- 4. Lab Testing.
- 5. Engineering and Geotechnical Report including Design Parameters.

Phase 4 – Predesign Services and Report

- 1. Obtain geotechnical information. Coordinate site geotechnical subconsultant work with City and review final report. The findings of the report will be summarized in the project pre-design report.
- 2. Reservoir sizing evaluation.
- 3. Site layout with piping design.
- 4. 544 Zone transmission main analysis and location recommendations.
- 5. Preliminary structural design.
- 6. Preliminary site stormwater system design and report.
- 7. Reservoir appurtenances.
- 8. Electrical and telemetry requirements.
- 9. Project schedule.
- 10. Predesign level cost estimate.
- 11. Conceptual design including:
 - Site plan;
 - Site piping, including existing and proposed water main piping and proposed storm drainage;
 - Reservoir plan and sections;
 - Electrical, controls, and telemetry;
 - Site improvements, landscaping, and security features;
 - Future frontage improvements;
 - Property access.

Phase 5 - Design

- 1. Development of 50 percent, 90 percent and 99 percent plans for City review.
- 2. Preparing specifications in CSI format.
- 3. Design including:
 - Site piping to allow for flexibility in final transmission main design.
 - Siting of the future 697 Booster Station.
 - Steel reservoir to comply with AWWA D100 and to meet IBC codes.
 - Reservoir appurtenances.
 - Stormwater system.
 - Site piping.
 - Structural calculations.
 - Electrical design.
 - Site access, fencing, and other site improvements.
 - Coordination of instrumentation, SCADA, and telemetry with S&B, Stead and Associates.
- 4. Structural calculations.
- 5. Preparing cost estimates.
- 6. Meeting with City staff at the 50 percent, 90 percent and 99 percent design levels to review the project design.
- 7. One community informational meeting including preparation of graphic display materials.
- 8. QA/QC Reviews.

Phase 6 – Permitting and Approvals

Tasks will include:

- 1. Preparing and submitting a Conditional Use Permit application, including attendance at public hearing.
- 2. Coordinating and preparing for a site plan review, including attendance at preapplication meeting.
- 3. Preparation and submittal of City of Camas clearing and grading permit and building permit.
- 4. Submittal of predesign report and contract documents to the Department of Health for approval.

Phase 7 – Contract Documents

- 1. Incorporating all review from the City, Department of Health, and other stakeholders into the final plans and specifications.
- 2. Final QA/QC review.
- 3. Preparing final contract documents.
- 4. Preparing a final cost estimate.
- 5. Submitting contract documents for City review.
- 6. Distribute electronic bidding packages to plan centers and bidders.
- 7. "Advertisement for Bids" placement in the City paper of record and Daily Journal of Commerce.
- 8. Preparing addenda as required in response to bidders' questions.
- 9. Answering bidder questions as related to engineering issues.
- 10. Attending prebid meeting, if required.
- 11. Assisting in bidding and bid opening.
- 12. Provide a recommendation of award letter.

ADDITIONAL ENGINEERING SERVICES - PROPERTY ACQUISITION ASSISTANCE

The following tasks can be provided at the City's discretion if the City so desires. The tasks below are to aid the City in acquiring the property for the reservoir site.

Property Acquisition Assumption

The scope below assumes that the City will either purchase the entire property or will negotiate and purchase a permanent easement for the reservoir site. Should the City negotiate to purchase a portion of the property requiring subdivision or boundary line adjustment, the additional costs for this work, including survey, could be performed as an additional task for a negotiated fee or on a time and materials basis.

Scope of Work (Performed by Right of Way Associates, Inc.)

Tasks will include:

Project management and coordination.

Obtaining title report and title coordination.

Draft right-of-entry documents and conduct negotiations for rights-of-entry to conduct survey, archaeological, geotechnical, and other engineering studies.

Obtain valuation appraisal of the property.

Obtain appraisal review and coordinate appraisal.

Prepare all necessary legal descriptions and exhibits.

Draft acquisition documents for review and approval by City counsel.

Conduct acquisition negotiations with multiple owners for the property rights.

Coordinate escrow, title clearing, and closing.

Coordinate property purchase either through an escrow for a fee interest or via an easement.

EXHIBIT "B"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Camas - 544 Zone Reservoir - Design

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	AutoCAD Tec Intern Hours
Phase I Survey	liours	Hours	Hours	Hours	riours	Hours	Hours
Coordinate with survey subconsultant and	1		1	Τ	T	T	
prepare base map			4	6			16
Phase 2 Cultural Assessment			l	I		1	
Coordinate with cultural resource subconsultant		1	2	4		1	
Phase 3 Geotechnical Report			1	4			
Coordinate and Review Geotech Report	2	4	2	2	4	1	
Phase 4 Predesign Services and Report	1	<u> </u>		<u> </u>	1 +		
Summarize Geotech Report		2		4	2		
Reservoir Sizing Evaluation		4	4	8		+	
Site Layout	-	6	16	16			16
······································		0		10			10
Transmission Main Analysis and Recommendation		4	8	8			16
Preliminary Structural Design				ļ	12		
	2	,	13	24	12		
Preliminary Stormwater Design and Report Reservoir Appurtenances	- L - L	6 2	6	24 12	 	 	
Electrical and SCADA Predesign		+ - 4	4	4	 	12	
Conceptual Design	4	8	16	24	 	+	16
Cost Estimate	+ 4	2	4			6	10
QA/QC Reviews	4	4	4	6 2	2	2	
Phase 5 Design	4	1 "+	4		2		
Site Development	4	8	8	1.6		6	24
Reservoir Appurtenances	4	4	8	16	6	. 6	24
Stornwater System	4	20		8	16	-	20
	4		24	24	8		24
Site Piping	4	12	16	40	1,2		32
Structural Calculations Electrical					16	20	20
	-	2	2			32	32
Coordinate with S&B Stead & Associates		4	4	,	ļ	8	
50 Percent Plans	Į Į	2	4	4	. 4	4	8
90 Percent Plans	1 1	2	4	4	4	4	8
99 Percent Plans	1	2	4	4	4	4	8
50 Percent Specifications	1	2	8	24	8	16	
90 Percent Specifications	1 1	2	6	8	4	4	
99 Percent Specifications	1	2	6	8	4	4	
Cost Estimates	4	8	12	24	16	16	
Community Meeting	+	8	8				8
Meet with City (3 Meetings)		12	12				
QA/QC Reviews	8	8	8	4	4	4	
Phase 6 Permitting and Approvals			1	T	т	1	
Conditional Use Permit Application	4	12	24	40			8
Site Plan Review	2	8	12	16		-	16
City of Camas Building Permit	2	8	12	16		-	
DOH Review and Approval	4	8	8	12	İ		
Phase 7 Contract Documents			T		T	T	
Incorporate Stakeholder Review Comments	4	8	8	4	4	4	24
Prepare Final Plans and Specifications	4	8	8	16	6	8	16
Prepare Final Cost Estimate	4	6	12	12	4	4	
Final QA/QC	4	4	4	4	4	4	
Bid Assistance		4	8		2	2	
Recommendation to Award Letter	· · · · · · · · · · · · · · · · · · ·	2	4				
	ļ	ļ			ļ		
Hour Estimate:	70	208	318	408	134	144	292
fully Burdened Billing Rate Range:*	\$112 to \$182	\$115 to \$178	\$110 to \$139	\$75 to \$114	\$98 to \$128	\$102 to \$139	\$45 to \$90
Stimated Fully Burdened Billing Rate.*	\$150	\$135	\$125	\$100	\$115	\$120	\$65
Fully Burdened Labor Cost:	\$10,500	\$28,080	\$39,750	\$40,800	\$15,410	\$17,280	\$18,980

Total Fully Burdened Labor Cost:	\$ 170,800
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.56/mile)	\$ 1,000
Subconsultant:	
Olson Engineering (survey)	\$ 12,200
Pangeo (geotech)	\$ 9,924
AINW (archaeology)	\$ 8,930
Subconsultant Overhead (10%)	\$ 3,105
TOTAL ESTIMATED COST:	\$ 205,959

(August 7, 2014)

Page 17 of 20

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

EXHIBIT "B"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Camas - Additional Engineering Services - Property Acquisition Assistance

Tasks	Project Manager Hours	AutoCAD Tech. Hours	Land	ofessional d Surveyor Hours
Coordination and Project Management	8			
Preparation of Exhibits		8		4
Property Negotiations	8			
Hour Estimate:	16	8		4
Fully Burdened Billing Rate Range:*	\$115 to \$178	\$45 to \$90	\$10	9 to \$123
Estimated Fully Burdened Billing Rate:*	\$135	\$65		\$115
Fully Burdened Labor Cost:	\$2,160	\$520		\$460
Total Fully Burdened Labor Cost: Direct Non-Salary Cost:			\$	3,140
Mileage & Expenses (Mileage @ \$0.56/mile)			\$	200
Subconsultant:				
Right of Way Associates, Inc.			\$	12,000
Subconsultant Overhead (10%)	,		\$	1,200
TOTAL ESTIMATED COST:			\$	16,540

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

EXHIBIT "C"

GRAY & OSBORNE

PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES* THROUGH JUNE 15, 2015**

Employee Classification	Fully Bu	rdened Bill	ling Rates
AutoCAD/GIS Technician/Engineering Intern	\$ 45.00	to	\$ 90.00
AutoCAD/GIS Manager/Graphic Artist	\$ 92.00	to	\$115.00
Senior Electrical Engineer	\$140.00	to	\$172.00
Senior Structural Engineer	\$114.00	to	\$158.00
Electrical Engineer	\$102.00	to	\$139.00
Structural Engineer	\$ 98.00	to	\$128.00
Environmental Technician/Specialist	\$ 80.00	to	\$105.00
Geomorphologist/Geologist	\$116.00	to	\$125.00
Civil Engineer	\$ 75.00	to	\$114.00
Project Engineer	\$110.00	to	\$139.00
Project Manager	\$115.00	to	\$178.00
Principal-in-Charge	\$112.00	to	\$182.00
Resident Engineer	\$123,00	to	\$156.00
Field Inspector	\$ 82.00	to	\$129.00
Field Survey (2 Person)***	\$144.00	to	\$210.00
Field Survey (3 Person)***	\$219.00	to	\$274.00
Professional Land Surveyor	\$109.00	to	\$123.00
Secretary/Word Processor***	N/A		

^{*} Fully Burdened Billing Rates include overhead and profit.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.56 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

^{**} Updated annually, together with the overhead.

^{***} Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT "D"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- 1. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;
 - C. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Thomas M. Zerkel, P.E., President	Date	
Gray & Osborne, Inc.		

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration Excluded Parties List System website: www.epls.gov.

A RESOLUTION of the City of Camas relating to the multi-family property tax exemption program provided for under the Revised Code of Washington (RCW 84.14); expressing intent to designate three areas within the City of Camas as Residential Target Areas; and establishing a public hearing time and date for consideration thereof.

WHEREAS, RCW Chapter 84.14, "New and Rehabilitated Multiple-Unit Dwellings in Urban Centers," establishes a purpose to encourage and increase residential opportunities, including affordable housing opportunities, where the governing authority of the affected city has found there are insufficient housing opportunities and to stimulate the construction of new multi-family housing and the rehabilitation of existing vacant and under-utilized buildings for multi-family housing in urban centers; and

WHEREAS, the City of Camas, pursuant to Chapter 84.14 of the Revised Code of Washington (RCW) intends to designate three Residential Target Areas for the allowance of a limited property tax exemption for new multi-family residential housing; and

WHEREAS, the first intended Residential Target Area to be designated is described as the "Downtown District" and generally located between NE Adams Street and NE Garfield Street and between the area southeast of the Mill Ditch and northeast of the Burlington Northern Pacific Railway; together with that area of land located between NE Garfield and NE Joy and southeast of NE 3rd Avenue and northeast of the Washougal River; and, together with that area located between NE Division and NE Adams and southeast of the Mill Ditch and northeast of NE 6th Avenue; and

WHEREAS, the second intended Residential Target Area to be designated is described as the "NW 6th Avenue Corridor District" and is generally located between NW Ivy Street and NW Drake and south of NW 7th Avenue and north of NW 6th Avenue; and

WHEREAS, the third intended Residential Target Area to be designated is described as the "NE 3rd Avenue District" and is generally located south of NE 3rd Avenue, west of NE Sumner and northeast of NE 3rd Loop; and

WHEREAS, in accordance with RCW 84.14.040, a public hearing is required prior to designation of a Residential Target Area(s);

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Camas as follows:

Section I

The City Council, pursuant to Chapter 84.14 of the Revised Code of Washington (RCW) intends to designate three Residential Target Areas (Downtown District, NW 6th Avenue Corridor District, and NE 3rd Avenue District) for the purposes of providing an economic incentive opportunity in the form of a limited property tax exemption for new multi-family residential housing.

Section II

The City Council pursuant to RCW 84.14.040 does hereby schedule a public hearing to consider the designation of the aforementioned three Residential Target Areas, with the intent to implement a multi-family property tax exemption program, on Monday, November 3, 2014, at 7:00 PM or as soon thereafter as it may be held in the City Council Chamber of the Camas Municipal Building, 616 NE Fourth Avenue, Camas, which public hearing shall be duly noticed pursuant to the provisions of RCW 84.14.040(3).

PASSED by the Council and APPROVED by the Mayor this 6th day of October, 2014.

SIGNED:		
	Mayor	
ATTEST:		
 	Clerk	

APPROVED as to form:	
City Attorney	-

A RESOLUTION declaring certain real property owned by the City of Camas to be surplus, and authorizing the sale thereof for fair market value as established by appraisal.

WHEREAS, the City of Camas is the owner of certain real property more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, said real property has been subject to a fair market value appraisal and a value of \$2.00 per square foot established thereto; and

WHEREAS, said real property consists of a strip of land adjoining real property owned by County Properties East, LLC of approximately 42,740 square feet; and

WHEREAS, given the location and configuration of the described real property the City Council of the City of Camas, upon due consideration, has determined that said real property is surplus to City needs; and

WHEREAS, the City Council of the City of Camas, for and in consideration of the amount as set forth by appraisal, authorizes the sale of the described real property to County Properties East, LLC.

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

Section I

The real property more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein is hereby declared surplus.

Section II

Said real property as described in Exhibit "A" is hereby authorized for sale to County Properties East, LLC for and in consideration of \$85,480.00.

Section III

	The	Mayo	r of tl	he C	ity of	Camas,	or	any	designee,	is	hereby	authorize	d to	execute	all	closing
docun	nents	associa	ited v	vith t	this tra	ansactic	n,	incl	uding any	De	ed.					

ADOPTED by the Council of	of the City of Camas and approved by the Mayor this _	day of
, 2014.		
	SIGNED:Mayor	
APPROVED as to form:	ATTEST:Clerk	
City Attorney		



AKS ENGINEERING & FORESTRY VANCOUVER 9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682 P: (360) 882-0419 F: (360) 882-042

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM, OR

PERIMETER LEGAL DESCRIPTION FOR COUNTY PROPERTIES EAST, LLC

EXHIBIT_	<u>A</u>			
PAGE	1	OF	3	

Property from City of Camas to County Properties East, LLC

Being a portion of the Southeast quarter of Section 29, Township 2 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington more particularly described as follows:

BEGINNING at a 5/8" Iron Rod marking the Northwest corner of the East half of the East half of the Southwest quarter of the Southeast quarter of Section 29 as shown in Book 58 of surveys, Page 46 Clark County Auditor Records;

THENCE South 01° 31′ 29" West, for a distance of 448.55 feet to a 5/8" Iron Rod marking the most Northerly Southwest corner of parcel II of the County Properties East, LLC tract described under Clark County Auditor File No. 4976596 as shown (Survey 58-46);

THENÇE South 89° 51' 04" East, along the most Northerly South line of parcel II of the County Properties East, LLC tract (Survey 58-46) for a distance of 242.00 feet and the TRUE POINT OF BEGINNING;

THENCE South 00° 27′ 19" West, leaving said south line for a distance of 40.43 feet;

THENCE South 27° 11' 50" West, for a distance of 28.01 feet;

THENCE along the arc of a 111.0 foot radius curve to the right through a central angle of 65° 16′ 34″ for an arc distance of 126.46 feet, the chord which bears South 17° 26′ 38″ East, for a distance of 119.73 feet;

THENCE South 15° 11' 39" West, for a distance of 450.98 feet;

THENCE along the arc of a 494.00 foot radius curve to the left through a central angle of 12° 14′ 49″ for an arc distance of 105.59 feet. The chord which bears South 09° 04′ 14″ West, 105.39 feet;

THENCE South 02° 56′ 50″ West, for a distance of 119.02 feet to the North right-of-way line of Northwest Lake Road as shown (Survey 58-46);

THENCE along said North right-of-way line along the arc of 8720.00 foot radius curve to the left through a central angle of 00° 01′ 40″ for an arc distance of 4.02 feet. The chord which bears South 87° 14′ 35″ East, 4.02 feet to a 5/8″ Iron Rod (Survey 58-46) marking the Southeast corner of the City of Camas tract as described under Clark County Auditors File No. 3832223;

THENCE North 16° 19′ 17" East, along the East line of said City of Camas tract for a distance of 701.87 feet to an angle point in said East line;

THENCE North 16° 05′ 33″ East, along said East line for a distance of 23.59 feet to another angle point in said East Line;

THENCE North 00° 53′ 02″ West, along said East line for a distance of 141.45 feet to the most Northerly Southeast corner of parcel II of said County Properties East, LLC tract;

THENCE North 89° 51' 04" West, along the most Northerly South line of said Parcel II, for a distance of 87.45 feet to the **TRUE POINT OF BEGINNING**.

Contains approximately 42,740 Square Feet.

EXHIBIT A

PAGE 2 OF 3

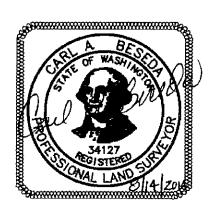
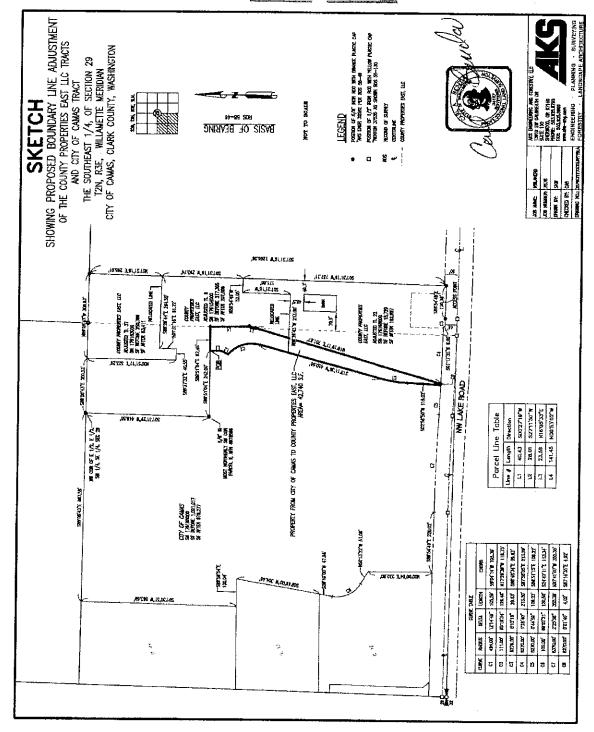
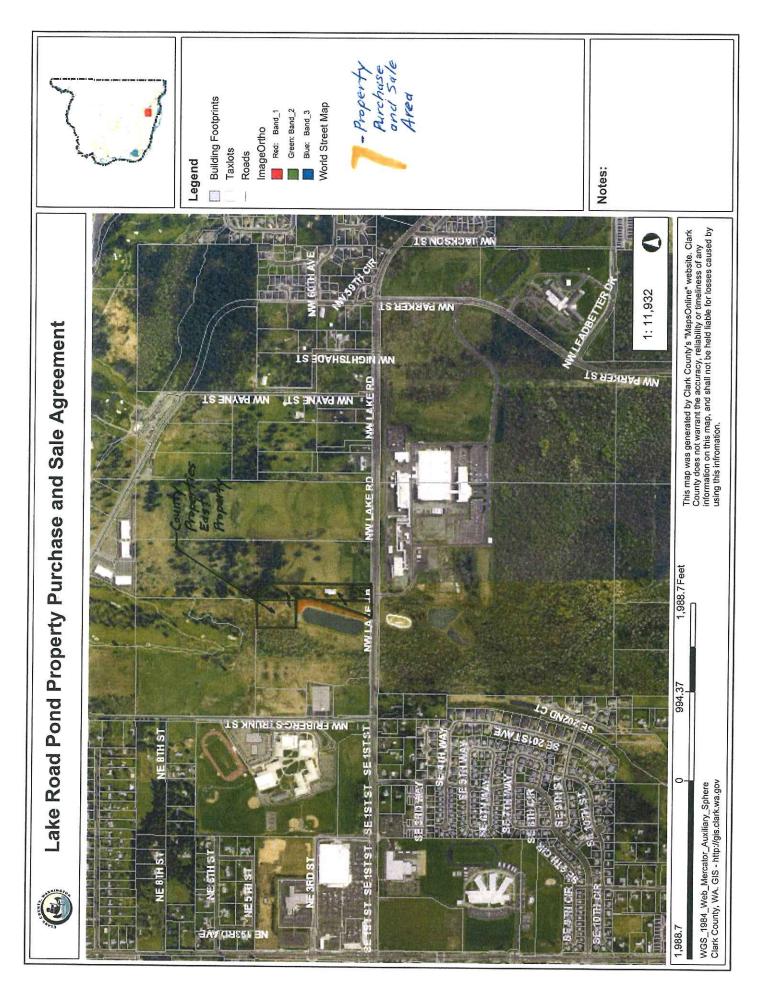


EXHIBIT A
PAGE 3 OF 3





A RESOLUTION repealing Resolution 606, 943, and 1059 and all other previously adopted Resolutions of the City of Camas concerning utility billings and procedures

WHEREAS, the Council has from time to time adopted Resolutions relating to the establishment of policies and procedures for utility billings; and

WHEREAS, Council has heretofore adopted Resolutions 606, 943, and 1059 in this regard; and

WHEREAS, the Council desires to amend the procedures and policies for utility billings and incorporate the same into the Camas Municipal Code Chapter 13.36; and

WHEREAS, to avoid duplication and potential inconsistencies between the adopted resolutions and the revised Camas Municipal Code Chapter 13.36, the City Council desires to repeal Resolutions 606, 943 and 1059 and all other previously adopted Resolutions of the City of Camas concerning procedures and policies for utility billings;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Camas as follows:

Section I

Resolution 606, 943, and 1059 and all other previously adopted Resolutions of the City of Camas establishing procedures and policies for utility billings are hereby repealed.

Section II

The Finance Department is directed to make copies of this Resolution available to any member of the public requesting a copy of the same.

ADOPTED by the	ne Council of the City of Ca	amas at a regular meeting this	_day of
, 2014.			
	SIGNED:		
		Mayor	_
	ATTEST:		_
		Clerk	
APPROVED as to form:			
City Attorney			

ORDINANCE NO. 2711

AN ORDINANCE amending Chapters 13.36, 13.40, 13.44, 13.62, 13.64, 13.80, 13.84, and 13.86 of the Camas Municipal Code.

The Council of the City of Camas do ordain as follows:

Section I

Section 13.36.020 of the Camas Municipal Code is hereby repealed.

Section II

Section 13.36.040 Monthly service charge and rate for automatic sprinkler systems is hereby amended to provide as follows:

The monthly flat-rate charge for automatic sprinkler systems with fire hydrants and for standpipes in conjunction with fire protection shall be as provided in Section 13.36.010. of the Camas Municipal Code.

Section III

Section 13.36.050, Subsections (A)(2) and (A)(3) Connection charges shall be amended to provide as follows:

- (A)(2) For installing a water meter for services one inch or smaller, the connection charge shall be as per the fee schedule established by the City Council per Resolution.
- (A)(3) For installing a water meter, service line, and tapping the water main for a service one inch or smaller, the connection charge shall be as per the fee schedule established by the City Council per Resolution or the actual cost to the City calculated in accordance with subsection (A)(1) of this section, whichever is greater.

Section IV

The first sentence of Section 13.36.060 Temporary water service is hereby amended to provide as follows:

For temporary irrigation or commercial hydrant use, all connections shall pay a deposit as per the fee schedule established by the City Council per Resolution, with the nonrefundable amount established as per the fee schedule established by the City Council per Resolution.

Section V

Section 13.36.070, Subsection (A) and (B) Utility charge—Governmental users shall be amended to provide as follows:

- (A) Rental by the Camas fire department of all fire hydrants within the city shall be as per the fee schedule established by the City Council per Resolution.
- (B) Rental of fire hydrants, per hydrant, outside the limits of the city by any other municipality or fire district shall be as per the fee schedule established by the City Council per Resolution.

Section VI

Section 13.40.010, Subsection (G) Meters—Installation—Reading—Accuracy shall be amended to provide as follows:

(G) When a customer requests a meter test, a deposit as per the fee schedule established by the City Council per Resolution to cover the cost of the test may be required of the customer.

Section VII

A new Subsection 13.40.010 (R) - Meters—Installation—Reading--Accuracy shall be established as follows:

(R) Water connection shall be charged beginning on the date of installation. All connections will be billed continuously for the base charge even during periods of non-use, including vacancy and disconnection for non-payment.

Section VIII

Section 13.40.020 Meter, Subsections (A) and (B) Meter--Reading shall be amended to provide as follows:

- (A) Meters shall be read as nearly as possible at regular thirty-day intervals or sixty-day intervals, and the bill rendered will be based on consumption to the nearest hundred cubic feet.
- (B) Other than regularly scheduled reading of water meters, the meters shall

be read only upon any sale of the property serviced by said meter. No meter shall be read at any intervals which occur between any renters or lessees of the property.

Section IX

Section 13.44.010, Subsection (C) and (D) Charges—Metered service—Billing intervals shall be amended to provide as follows:

- (C) A customer shall be charged the sum as per the fee schedule established by the City Council per Resolution for each nonsufficient fund check, or a check written on a closed account and returned by the bank to the city.
- (D) There shall be a penalty on all delinquent accounts assessed at the rate of five percent of the outstanding balance, with a minimum per utility account as per the fee schedule established by the City Council per Resolution.

Section X

A new Section 13.44.015 Subsections (A), (B) and (C) Billing Liability—Rental Properties shall be established as follows:

- (A) The record owner of any real property provided utility services by the City shall be and act as the sole customer of the City. All utility services provided to the real property shall be the responsibility of the record owner of the subject property. The City shall not be responsible for unpaid billings resulting from tenants moving in or out without paying charges due, nor the collection thereof, and said charges shall be a lien on the real property until paid.
- (B) Except as hereinafter provided, all billings for utility services provided by the City shall be mailed to the record owner of the subject property at the record owner's address. The City shall have no duty to place any billing associated with any utilities services provided by the City in any other name, including, but not limited to, any renter or lessee.
- (C) In the event a record owner requests billings of non-owner occupied real property be mailed to an address other than that of the record owner including but not limited to, any management company or to the premise address, the record owner must complete, sign, and have notarized a form provided by the Finance Department agreeing to the regulations and provisions associated with the request for an exception. Such form shall provide in part that the record owner agrees to be responsible for any prorating of utility billings between

any tenants or lessees, any utility billings which remain unpaid, and any disconnect charges otherwise imposed pursuant to the Camas Municipal Code that may be due in the event of any delinquency associated with any tenancy.

Section XI

Section 13.44.020, Subsections (A)(2), (B), (C), (D), (E), (G), (H), and (J)

Nonpayment—Shutoff—Hearing—Disconnection fees shall be amended to provide as follows:

- (A)(2) A statement that the person billed may request a hearing to contest the amount or validity of the charges;
- (B) The notice of intent to disconnect shall also contain a request for hearing form to be utilized by any person desiring to contest the amount or validity of such charges. Any person desiring such a hearing shall file the request for hearing with the Finance Department within ten days of the date of the notice, and shall accompany such request with a tender of the amount of charges billed. Failure to file a request for hearing and tender the amount of charges owing within such time limit shall be deemed a waiver of the right to a hearing.
- (C) In the event the charges are not paid, or a hearing requested accompanied with a tender of the amount owing within ten days of the date of the date of the notice, or if the customer's check is tendered and then is returned unpaid by the bank, then the city shall proceed to disconnect the water service to the premises.
- (D) In the event a hearing is requested, the amount tendered by the customer shall be deposited into the customer account. If all or a portion of the charges are found not to be owing, such amount shall be refunded to the customer or credited to the customer's account.
- (E) Whenever a disconnection is made at the owner's request, the sum as per the fee schedule established by the City Council per Resolution shall be charged for the cost of disconnecting. Whenever a disconnection is made for non-payment, the sum as per the fee schedule established by the City Council per Resolution shall be charged for disconnecting.
- (G) There shall be an additional charge as per the fee schedule established by the City Council per Resolution for each time a service is found wrongfully or illegally reconnected after being disconnected for non-payment.
- (H) If a meter or spacer must be removed, padlocked, or other means used to prevent illegal reconnection of a service, then there shall be an additional

charge as per the fee schedule established by the City Council per Resolution for removal of such meter or spacer.

(J) If a customer's meter has been turned off for non-payment and the customer requests reconnection after the hours of 5:00 p.m. or on a weekend or holiday, the customer shall be charged an additional turn-on fee as per the fee schedule established by the City Council per Resolution.

Section XII

Section 13.44.030 Adjustments for broken pipes shall be amended to provide as follows:

When a property owner, in any given billing period because of a broker water pipe on the owner's premises, has used, according to the meter, a quantity of water which is more than double the most recent average without leak as set forth in 13.64.060(A), a written application may be made to the Finance Director, for a reduction in said billing. If the application states that the main underground service line between the meter and house or inside a crawlspace was broken on the owner's premises which caused the large consumption of water, and it is established that such broken pipe has been repaired and documentation in the form of a bill from a certified plumber or receipt for parts is attached, the finance director shall authorize a credit to such billing as follows:

- (A) Average water consumption will be determined by the customer's most recent winter average without leak as set forth in Camas Municipal Code 13.64.060(A). Customers with no winter average will have the most recent two meter reads without leak used to define an average. Customers with no prior billing, or whose prior reads are zero, will use the City's default as set forth in Camas Municipal Code 13.64.060(B).
- (B) The average consumption will then be deducted from the consumption which occurred at the time of the broken water pipe.
- (C) A credit shall be permitted only once per customer account in a five year period. The credit shall apply to a single billing cycle and only up through the day of repair. No additional credit shall be given for a delay in repair of pipes beyond one billing period.
- (D) The reduction provided for by this section shall not be allowed if such excess water consumption is due to the owner's neglect or failure to repair the water system of the premises. A reduction shall not be permitted if such excess consumption is due to leaking faucets, other plumbing fixtures or irrigation systems.

Section XIII

Section 13.62.040, Subsection (B) Installation responsibility—Inspection fee shall be amended to provide as follows:

(B) During and at the completion of installation, the STEP/STE system shall be inspected by the city to ensure that it has been properly installed. There shall be a fee as per the fee schedule established by the City Council per Resolution for inspection of the STEP system, which fee shall be collected by the building department at the time the permit for connection to the municipal sewer system is issued.

Section XIV

A new introductory sentence shall be inserted in Section 13.64.010 Monthly service charges and rates for sewer services as follows:

Billing and collection. Customers shall be billed for sewer utility charges at the same time and in the same manner as the customer is billed for water, storm water, garbage and recycling services pursuant to Camas Municipal Code Section 13.44.010.

Section XV

Section 13.64.020 Adjustment—Commercial is hereby repealed.

Section XVI

Section 13.64.030, Subsection (B) Adjustment for broken water line shall be amended to provide as follows:

(B) Eligibility for the adjustment provided herein shall be contingent upon repair of the broken water line as provided for in Section 13.44.030, Camas Municipal Code. Any adjustment allowed shall be limited to one billing period.

Section XVII

Section 13.64.040, Subsection (A) Septage users shall be amended to provide as follows:

(A) There is imposed upon customers of the City of Camas water and sewer utility who have septic tanks or chemical toilets and reside within the city limits a service charge as per the fee schedule established by the City Council

per Resolution when waste from the septic tank or chemical toilet is dumped into the city sanitary sewer system.

Section XVIII

Section 13.64.050, Subsection (B) Connection charges for STEP systems shall be amended to provide as follows:

(B) The connection charge for connecting a STEP/STE sewer system to the Camas municipal sanitary sewer system with a one inch service line or less shall be as per the fee schedule established by the City Council per Resolution, or the actual cost to the city calculated in accordance with subsection (A) of the section, whichever is greater.

Section XVIX

Section 13.64.060, Introductory Paragraph and Subsection (C) Sewer volume charges shall be amended to provide as follows:

The sewer volume charges for each residential customer from November 1 through February 28 shall be based upon that customer's actual water consumption during that period. The two billing cycles between November 1 through February 28 shall be the customer's "two billing cycle water consumption history". The sewer volume charges for each residential unit for the remainder of the year shall be based on the average water consumption in the previous "two billing cycle water consumption history". Zero water consumption in any of the two water consumption history billing periods shall not constitute a "complete two billing cycle water consumption history".

(C) Residential customers may apply for a reduction in sewer rates when, due to a qualifying leak as defined in Camas Municipal Code 13.44.030, the sewer charge is substantially increased. The amount of the reduction shall be calculated in the same manner as a water leak credit as set forth in Camas Municipal Section 13.44.030.

Section XX

Section 13.80.070, Subsection (A)(2) Service--Recordkeeping shall be amended to provide as follows:

(A)(2) Curb service must have refuse cans placed on the street curb by 6:30

a.m. on the day the area is scheduled by the department for refuse to be collected.

Section XXI

Section 13.80.090, Subsection (C) Contract-Bid—Bond shall be amended to provide as

follows:

(C) Each successful bidder shall furnish corporate surety bond to the city in the sum as per the fee schedule established by the City Council per Resolution conditioned upon the faithful performance of his contract and compliance with all ordinances of the city and all rules, regulations, laws and statutes relating to his business.

Section XXII

Section 13.80.120 Charge schedule shall be amended to provide as follows:

- (A) Customers shall be billed for garbage charges at the same time and in the same manner as the customer is billed for water, sewer, storm water, and recycling services pursuant to Camas Municipal Section 13.44.010.
- (B) Immediately upon award of a contract as above stated, the Council shall by Resolution adopt a schedule of charges for the services rendered. All charges for the services to be rendered shall be payable to the Finance Department and if not paid on or before twenty days from the date of the bill, such charge shall be delinquent. Upon failure to pay such charges and upon delinquency, the amount thereof shall become a lien against the property for which the garbage collection service is rendered. Such lien shall be made effective by filing a notice thereof specifying the charges, the period covered by the charges, and giving a legal description of the premises for which the service was rendered. Such lien shall be filed with the same official and within the time and shall be foreclosed within the time and manner prescribed by law for filing and foreclosing lines for labor and material. Furthermore, such lien shall be prior to any and all other liens, but shall be subject to all general taxes and local improvement assessments, whether levied prior or subsequent thereto.

Section XXIII

Section 13.84.010, Subsections (D) and (F) Schedule of charges shall be amended to provide as follows:

- (D) Changes in service will become effective within two weeks of request. The containers are the property of the City of Camas. To change can, requiring the removal and replacement container\$11.00
- (F) Residential and Commercial 1.5 and 2 Cubic Yard Container Rates.

CITY OF CAMAS SANITATION UTILITY RATE STUDY Monthly Rates

Annual Rate Adjustment Residential/Commercial 1.5 and 2 Cubic Yard Container Service	Sanitation	2013	2014	2015	2016	2017	2018
Rate Adjustment Residential/Commercial 1.5 and 2 Cubic Yard Container Service	Rates						
Adjustment Residential/Commercial 1.5 and 2 Cubic Yard Container Service Placement 18.62 19.13 19.66 20.15 20.65 21.17			2.75%	2.75%	2.50%	2.50%	2.50%
Residential/Commercial 1.5 and 2 Cubic Yard Container Service							
Placement Charge							
Charge Monthly Rental Charge 15 cubic yard 16.15 16.59 17.05 17.48 17.92 18.37		Commercial 1.5 a	and 2 Cubic Yard	d Container Serv	/ice		
Monthly Rental Charge		18.62	19.13	19.66	20.15	20.65	21.17
1.5 cubic yard 16.15 16.59 17.05 17.48 17.92 18.37							
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Compacted							
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5 Regular 362.13 372.09 382.32 391.88 401.68 411.72	5 Regular	362.13	372.09	382.32	391.88	401.68	411 72

Sanitation Rates	2013	2014	2015	2016	2017	2018
5	724.26	744.18	764.64	783.76	803.35	823.43
Compacted						
2 Yard Dump	ster					
# of Empties	per Week					
1 Regular	100.47	103.23	106.07	108.72	111.44	114.23
1	200.94	206.47	212.15	217.45	222.89	228.46
Compacted						
2 Regular	200.94	206.47	212.15	217.45	222.89	228.46
2	401.88	412.93	424.29	434.90	445.77	456.91
Compacted						
3 Regular	301.41	309.70	318.22	326.18	334.33	342.69
3	602.82	619.40	636.43	652.34	668.65	685.37
Compacted						
4 Regular	401.88	412.93	424.29	434.90	445.77	456.91
4	803.76	825.86	848.57	869.78	891.52	913.81
Compacted						
5 Regular	502.35	516.16	530.35	543.61	557.20	571.13
5	1004.70	1032.33	1060.72	1087.24	1114.42	1142.28
Compacted						

Section XXIV

Section 13.86.025 Residential yard debris recycling is hereby amended to provide as

follows:

- (A) Customers shall be billed for recycling charges at the same time and in the same manner as the customer is billed for water, sewer, storm water, and garbage and services pursuant to Camas Municipal Code Section 13.44.010.
- (B) There is established a voluntary system for the collection of yard debris generated by residential dwellings within the service area of the City. Any person who owns any residential dwelling within the service area may enroll with the City to have yard debris collected, transported and disposed of. Persons enrolling in the yard waste recycling program will be furnished a yard debris container by the City of it contractor.

Section XXV

Section 13.86.060 Rates for recyclable collection shall be amended to provide as follows:

The rate for collection of recyclables shall be as per the fee schedule established by the City Council per resolution per month for each residential unit.

Section XXVI

Section 13.86.065 Rates for yard debris collection shall be amended to provide as follows:

The rates for collection of recyclable yard debris shall be as follows:

- (A) Basic yard debris service shall include the pick up of one ninety-gallon yard debris container every other week. The rate for basic service shall be as per the fee schedule established by the City Council per resolution, per year.
- (B) Excess material of yard debris set out in excess of the basic service amount shall be charged as per the fee schedule established by the City Council per resolution, per thirty-two gallon can or kraft bag.
- (C) Restart Fee. Customers who stop and then restart yard debris recycling services without having completed one year shall be charged a restart fee as per the fee schedule established by the City Council per resolution.

Section XXVII

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

THESE DI THE COUNCIL AN	draft to very by the ividyor this day or
, 2014.	
	SIGNED:Mayor
	ATTEST:Clerk
APPROVED as to form:	
City Attorney	

A RESOLUTION adopting a fee schedule for certain utility charges of the City of Camas.

WHEREAS, the Council of the City of Camas has heretofore adopted Ordinance No.

2711, amending certain chapters of the Camas Municipal Code related to utilities; and

WHEREAS, the Council of the City of Camas has revised the policies and procedures for utility billings as reflected in said Ordinance; and

WHEREAS, the Council of the City of Camas desires to adopt a fee schedule for certain utility charges as reflected in Exhibit "A", consistent with the references as set forth within Ordinance No. 2711.

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

Ι

The Council of the City of Camas hereby adopts the attached Exhibit "A" as the fee schedule for the utility charges as noted therein.

 Π

The Finance Department is directed to make copies of this Resolution available to any member of the public requesting a copy of the same.

Ш

	ADOPTED by the Council of the City of Camas and approved by the Mayor this
day of	, 2014.
<i>y</i>	

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

City of Camas Fee Schedule				
Reference	Fee Description	Note	Fee	
CMC 13.36.050(A)(1)	Water Connection Larger than 1"	cost of materials, city labor & third party fees or charges		
CMC 13.36.050(A)(2)	Water Connection Charge - 5/8"	cost of materials, city labor & and party lees of charges	\$325.00	
CMC 13.36.050(A)(2)	Water Connection Charge - 3/4"		\$350.00	
CMC 13.36.050(A)(2)	Water Connection Charge - 1"		\$395.00	
CMC 13.36.050(A)(3)	Water Installation 1" and smaller		\$1,500.00	
CMC 13.36.060	Temporary Water Service	deposit	\$800.00	
CMC 13.36.060	Temporary Water Service Installation & Removal		\$100.00	
CMC 13.36.070(A)	Rental of Camas Fire Department Hydrants	all hydrants per month	\$900.00	
CMC 13.36.070(B)	Rental of Fire Hydrants outside city limits	per hydrant, per month	\$12.00	
			1	
CMC 13.44.010(C)	Non-Sufficient Funds Fee		\$30.00	
CMC 13.44.010(D)	Penalty fee - delinquent utility accounts	5%, minimum \$15.00		
CMC 13.40.010(G)	Water meter testing		\$90.00	
CMC 13.44.020(E)	Water disconnection at owner's request		\$35.00	
CMC 13.44.020(E)	Water disconnection for non-payment		\$45.00	
CMC 13.44.020(G)	Wrongfully or illegally reconnected water		\$45.00	
CMC 13.44.020(H)	Padlocking of water meter		\$40.00	
CMC 13.44.020(J)	Water reconnection after hours		\$90.00	
CMC 13.62.040	STEP/STE inspection fee		\$150.00	
CMC 13.64.040(A)	Septic Tank or Chemical Toilet Dumping, Inside City	per gallon	\$0.05	
CMC 13.64.050(A)	STEP/STE Connection	cost of materials, city labor & third party fees or charges		
CMC 13.64.050(B)	STEP/STE Connection 1" service line or less		\$1,400.00	
CMC 13.80.090	Refuse Contract Bid Bond		\$5,000.00	
CMC.13.84.010(E)	Change in Service		\$11.00	
CMC.13.84.010(E)	Extra Bag		\$3.50	
CMC.13.84.010(E)	Extra Yard not in rented container		\$35.00	
CMC.13.84.010(E)	Overfilling of Can		\$3.50	
CMC.13.84.010(E)	Return Trip for Missed Service		\$6.00	
CMC.13.84.010(E)	Unscheduled Pick-Up		\$19.00	
CMC 13.86.060	Collection of Recyclables	per month	\$3.32	
CMC 13.86.065(A)	Collection of Recyclable Yard Debris	per month	\$7.59	
CMC 13.86.065(A)	Collection of Recyclable Yard Debris	per year	\$72.17	
CMC 13.86.065(B)	Excess Recyclable Yard Debris	per 32 gallon can or kraft bag	\$2.62	
CMC 13.86.065(C)	Collection of Recyclables Restart Fee	per 52 Banon can or klart bag	\$23.68	
	and the state of t		723.00	

A RESOLUTION endorsing the proposed Clark County Home Rule Charter and recommending approval of the Charter in the November 2014 General Election.

WHEREAS, the City has reviewed and held a workshop on the proposed Clark County Home Rule Charter; and

WHEREAS, Clark County has a 2014 population of 440,000 residents and when the current form of government was created in 1889 the population was 11,000; and

WHEREAS, the current form of Clark County government has two branches, Legislative/Executive and Judicial; and

WHEREAS, the proposed form of Clark County government would have three branches, Legislative, Executive and Judicial, similar to the City of Camas form of government; and

WHEREAS, the proposed five member County Council would strengthen citizen representation; and

WHEREAS, the proposed charter includes four Council Members nominated and elected by district providing better representation of east county; and

WHEREAS, the proposed charter includes one at-large Council Member who will serve as Council Chair, giving Camas residents the opportunity to participate in the election of two of five Council Members; and

WHEREAS, the proposed charter would not increase the cost of county government; and

NOW, THEREFORE, BE IT RESOVED by the Council of the City of Camas as follows:

Section I

The Council of the City of Camas hereby supports the proposed Clark County Home Rule Charter and recommends that voters approve the Charter. The Council encourages citizens to review the proposal, ask questions and make an informed decision. Clark County is ready for a new form of government to address the complex challenge we face in the future.

Section II	**
ADOPTED by the Council of the City of Camas and APPROVED by the Mayor this	_ day of
, 2014.	

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