



**CITY COUNCIL MEETING AGENDA**  
**Monday, November 19, 2012, at 7 p.m.**  
**Camas City Hall, 616 NE 4<sup>th</sup> Avenue**

---

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. PUBLIC COMMENT**

**V. CONSENT AGENDA**

- A. Approve the minutes of the November 5, 2012, Camas City Council Meeting and the work session minutes of November 5, 2012
- B. Approve claim checks as approved by the Finance Committee
- C. Accept Project No. S-569 as "COMPLETE". S-569 – 2012 Pavement Project was completed in early August of 2012. Excluding retainage in the amount of \$2,691.61, all monies owed for the project were approved at the August 20, 2012, Council Meeting. Formal "Acceptance" of the project had been delayed pending receipt of certain project information. This information has now been received.
- D. Award Project No. P-874A Louis Bloch Park Restrooms Improvements to the lowest responsive bidder, Michael Green Construction, Inc., in the amount of \$149,179.72. Construction of this project is fully funded with a Community Development Block Grant (CDBG) in the amount of \$150,000.
- E. Authorize the Mayor to sign the Road and Right-of-Way Conveyance Agreement with Clark County for the transfer of ownership of NE Goodwin Road. This Agreement provides terms by which the City of Camas will accept the roadway right-of-way from Clark County. Clark County will repave Goodwin Road in 2013 and will inspect the Lacamas Creek Bridge until 2018. Camas will pay Clark County to maintain the traffic signal at NE 13<sup>th</sup> Street and Friberg/Strunk under the current interlocal agreement between the two agencies.
- F. Authorize the Mayor to sign the Quit Claim Deed with Clark County for the transfer of ownership to the City of Camas of NE Goodwin Road Right-of-Way. The terminus points of this conveyance are 350 feet west of Friberg/Strunk Street and the existing west city limits near the Lacamas Lake Bridge.
- G. Authorize the Mayor to sign the interlocal agreement between the City of Camas and the Cowlitz-Wahkiakum Council of Governments (CWCOG), allowing the City to join

the Kaiser medical insurance rate stabilization pool created by the CWCOG. This interlocal was discussed at the November 5, 2012, Council Workshop.

- H. Authorize the Mayor to sign the First Amendment to the Timberland Purchase and Sale Agreement with Longview Fiber for Project No. WS-709 Surface Water Headworks Study. This amendment extends the closing date to allow time to complete the County land use process and to set the final sale price at \$30,000 based on the appraised value. This item was discussed at the November 5, 2012, Workshop.
- I. Authorize the Mayor to sign the annual contract with Northwest Regional Training Center (NWRTC) in the amount of \$9,744. This contract provides training required by Washington Industrial Safety and Health Act (WISHA) to City Operations, Engineering, Building, and Parks staff.
- J. Authorize the surplus of vehicles from the Drug Task Force. The vehicles include a 2002 Buick Century, license plate no. 284ZQL and a 2000 Toyota 4-Runner, license plate no. 906VJK. Proceeds from the sale of the vehicles will go to the City of Camas Police Department Drug Task Force fund.

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

## **VIII. FINANCE**

- A. Public Hearing – Levying Ad Valorem Taxes for 2013.
  - 1. Details: The proposed levy for the General Fund is the same amount as the 2012 levy, the EMS levy is \$.46 per \$1,000 of assessed valuation that the voters approved in August and the levy for the Unlimited Tax General Obligation Bond Fund is for the debt service requirements in 2013. Based on the outcome of the public hearing, adoption of Ordinance No. 2663 levying taxes for the General Fund and adoption of Ordinance No. 2664 levying taxes for Emergency Medical Services and adoption of Ordinance No. 2665 levying taxes for the Unlimited Tax General Obligation Bonds may occur.

Department/Presenter: Joan Durgin, Finance Director

Recommended Action: Adopt Ordinance No. 2663 levying taxes for the General Fund and adopt Ordinance No. 2664 levying taxes for Emergency Medical Services and adopt Ordinance No. 2665 levying taxes for the Unlimited Tax General Obligation Bonds.

## **IX. HUMAN RESOURCES**

- A. Resolution No. 1253 requesting Affiliate Membership in the Cowlitz-Wahkiakum Council of Governments (CWCOG)
  - 1. Details: This request was discussed at the November 5, 2012, Council Workshop.  
Department/Presenter: Jennifer Gorsuch, Human Resources Director  
Recommended Action: Adopt Resolution No. 1253

## **X. COMMUNITY DEVELOPMENT**

- A. Knights Court Final Plat
  - 1. Details: Knights Court received preliminary plat approval from the City of Camas Hearings Officer as a 12 lot residential subdivision in an MF-24 zone in July of 2012 (File SUB#11-03). The applicant has submitted an application and final plat to the City of Camas for approval in accordance with the Camas Municipal Code (CMC). Please see the attached staff report.  
Department/Presenter: Phil Bourquin, Community Development Director  
Recommended Action: Approve the Knights Court Final Plat (File #FP 12-02) as submitted.

## **XI. FIRE**

- A. Three Party Agreement
  - 1. Details: The "Three Party Agreement" that provides for the continued ambulance service of Camas, Washougal, and East County Fire and Rescue (ECFR), expires on December 31, 2012. The renewal of the interlocal agreement was presented at the November 5, 2012, Workshop without opposition.  
Department/Presenter: Nick Swinhart, Fire Chief  
Recommended Action: Approve the new Three Party Service Agreement as written.

## **XII. 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 person with special needs have opportunities to participate. For more information, please call 360.834.6864.



**CITY COUNCIL REGULAR MEETING MINUTES - Draft**  
**Monday, November 05, 2012 at 7:00 p.m.**  
**Camas City Hall, 616 NE 4<sup>th</sup> Avenue**

**I. CALL TO ORDER**

Mayor Scott Higgins presided.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith and Shannon Turk

Staff: Matt Baldwin, Eric Bridges, James Carothers, Jan Coppola, Leisha Copsey, Cliff Free, Lloyd Halverson, Roger Knapp, Eric Levison, Katie Linton, Ron Schumacher and Nick Swinhart

Press: There were no members of the press present.

**IV. PUBLIC COMMENT**

There were no comments from the public.

**V. CONSENT AGENDA**


- A.** Approve the minutes of the October 15, 2012, Camas City Council Meeting and the work session minutes of October 15, 2012.

City Council Meeting Minutes from October 15, 2012 

City Council Workshop Minutes from October 15, 2012 

- B.** Approve claim checks numbered 115109 – 115304 in the amount of \$379,177.81.

- C.** Authorize Mayor to sign Amendment No. 1 to the Facilities Lease with Sprint Spectrum Realty Company. The amendment provides for minor revisions on original exhibits to define changes in system upgrades and locations. It also amends notice addressing.

Amendment No. 1 to Facilities Lease - Sprint 



**CITY COUNCIL MEETING AGENDA**  
**Monday, November 19, 2012, at 7 p.m.**  
**Camas City Hall, 616 NE 4<sup>th</sup> Avenue**

---

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. PUBLIC COMMENT**

**V. CONSENT AGENDA**

- A. Approve the minutes of the November 5, 2012, Camas City Council Meeting and the work session minutes of November 5, 2012
- B. Approve claim checks as approved by the Finance Committee
- C. Accept Project No. S-569 as "COMPLETE". S-569 – 2012 Pavement Project was completed in early August of 2012. Excluding retainage in the amount of \$2,691.61, all monies owed for the project were approved at the August 20, 2012, Council Meeting. Formal "Acceptance" of the project had been delayed pending receipt of certain project information. This information has now been received.
- D. Award Project No. P-874A Louis Bloch Park Restrooms Improvements to the lowest responsive bidder, Michael Green Construction, Inc., in the amount of \$149,179.72. Construction of this project is fully funded with a Community Development Block Grant (CDBG) in the amount of \$150,000.
- E. Authorize the Mayor to sign the Road and Right-of-Way Conveyance Agreement with Clark County for the transfer of ownership of NE Goodwin Road. This Agreement provides terms by which the City of Camas will accept the roadway right-of-way from Clark County. Clark County will repave Goodwin Road in 2013 and will inspect the Lacamas Creek Bridge until 2018. Camas will pay Clark County to maintain the traffic signal at NE 13<sup>th</sup> Street and Friberg/Strunk under the current interlocal agreement between the two agencies.
- F. Authorize the Mayor to sign the Quit Claim Deed with Clark County for the transfer of ownership to the City of Camas of NE Goodwin Road Right-of-Way. The terminus points of this conveyance are 350 feet west of Friberg/Strunk Street and the existing west city limits near the Lacamas Lake Bridge.
- G. Authorize the Mayor to sign the interlocal agreement between the City of Camas and the Cowlitz-Wahkiakum Council of Governments (CWCOG), allowing the City to join

the Kaiser medical insurance rate stabilization pool created by the CWCOG. This interlocal was discussed at the November 5, 2012, Council Workshop.

- H. Authorize the Mayor to sign the First Amendment to the Timberland Purchase and Sale Agreement with Longview Fiber for Project No. WS-709 Surface Water Headworks Study. This amendment extends the closing date to allow time to complete the County land use process and to set the final sale price at \$30,000 based on the appraised value. This item was discussed at the November 5, 2012, Workshop.
- I. Authorize the Mayor to sign the annual contract with Northwest Regional Training Center (NWRTC) in the amount of \$9,744. This contract provides training required by Washington Industrial Safety and Health Act (WISHA) to City Operations, Engineering, Building, and Parks staff.
- J. Authorize the surplus of vehicles from the Drug Task Force. The vehicles include a 2002 Buick Century, license plate no. 284ZQL and a 2000 Toyota 4-Runner, license plate no. 906VJK. Proceeds from the sale of the vehicles will go to the City of Camas Police Department Drug Task Force fund.

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

## **VIII. FINANCE**

- A. Public Hearing – Levying Ad Valorem Taxes for 2013.
  - 1. Details: The proposed levy for the General Fund is the same amount as the 2012 levy, the EMS levy is \$.46 per \$1,000 of assessed valuation that the voters approved in August and the levy for the Unlimited Tax General Obligation Bond Fund is for the debt service requirements in 2013. Based on the outcome of the public hearing, adoption of Ordinance No. 2663 levying taxes for the General Fund and adoption of Ordinance No. 2664 levying taxes for Emergency Medical Services and adoption of Ordinance No. 2665 levying taxes for the Unlimited Tax General Obligation Bonds may occur.

Department/Presenter: Joan Durgin, Finance Director

Recommended Action: Adopt Ordinance No. 2663 levying taxes for the General Fund and adopt Ordinance No. 2664 levying taxes for Emergency Medical Services and adopt Ordinance No. 2665 levying taxes for the Unlimited Tax General Obligation Bonds.

## **IX. HUMAN RESOURCES**

- A. Resolution No. 1253 requesting Affiliate Membership in the Cowlitz-Wahkiakum Council of Governments (CWCOG)
  - 1. Details: This request was discussed at the November 5, 2012, Council Workshop.  
Department/Presenter: Jennifer Gorsuch, Human Resources Director  
Recommended Action: Adopt Resolution No. 1253

## **X. COMMUNITY DEVELOPMENT**

- A. Knights Court Final Plat
  - 1. Details: Knights Court received preliminary plat approval from the City of Camas Hearings Officer as a 12 lot residential subdivision in an MF-24 zone in July of 2012 (File SUB#11-03). The applicant has submitted an application and final plat to the City of Camas for approval in accordance with the Camas Municipal Code (CMC). Please see the attached staff report.  
Department/Presenter: Phil Bourquin, Community Development Director  
Recommended Action: Approve the Knights Court Final Plat (File #FP 12-02) as submitted.

## **XI. FIRE**

- A. Three Party Agreement
  - 1. Details: The "Three Party Agreement" that provides for the continued ambulance service of Camas, Washougal, and East County Fire and Rescue (ECFR), expires on December 31, 2012. The renewal of the interlocal agreement was presented at the November 5, 2012, Workshop without opposition.  
Department/Presenter: Nick Swinhart, Fire Chief  
Recommended Action: Approve the new Three Party Service Agreement as written.


## **XII. 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 person with special needs have opportunities to participate. For more information, please call 360.834.6864.


- D. Authorize Mayor to sign a professional service agreement with Architect Associative, Inc., for the design of the Lacamas Lake Lodge Project in the amount of \$88,484 plus an estimated \$4,424 in reimbursable expenses.

AIA Agreement 


- E. Authorize Mayor to sign a professional services agreement with J.D. Walsh & Associates for the design of the Lacamas Lake Lodge Project in the amount of \$67,913.

JD Walsh Professional Services Agreement 

- F. Authorize Mayor to sign Change Order No. 1 for Project P-871 Community Center Roof Replacement in the amount of \$4,066.24 to Gregg Roofing, Inc. Staff requested that the contractor complete work outside the original scope for the project. The additional work that was performed included supply and the installation of algae moss resistant composition shingles in the amount of \$1,125 plus sales tax and the additional labor and materials for the deck repairs in the amount of \$2,626.14 plus tax.

Change Order No. 1 for Project P-871 

- G. Approve Pay Estimate No. 1 for Project P-871 Community Center Roof Replacement to Gregg Roofing, Inc., in the amount of \$44,244.86.


Pay Estimate No. 1 for Project P-871 

- H. Approve Pay Estimate No. 30 for Project WS-656 Waste Water Treatment Plant (WWTF) Improvements, Phase 2A to McClure & Sons, Inc., in the amount of \$38,716.69 for the work performed for the period ending August 30, 2012.

Pay Estimate No. 30 for Project WS-656 

- I. Authorize Mayor to sign an interlocal agreement between the City Camas and the Washington State Department of Enterprise Services (DES) for the Police Department's HVAC replacement design and funding. The Interlocal allows the City to utilize the list of preselected consultants for the design and installation of the equipment and insures eligibility and reporting requirements for the upcoming Department of Commerce Energy Grant.


Interagency Agreement Police HVAC 


Staff Report 110512 

- J. Authorize Mayor to sign the Professional Service Agreement with Abacus Resource Management Company for an investment grade energy audit of the Camas Police facility not to exceed \$9,500. The agreement with Abacus provides for an investment grade energy audit to comply with the requirements of the upcoming Department of Commerce Grant cycle which is due on January 15, 2013. Clark



Public Utilities has committed \$3,500 towards the cost of the audit and NW Natural anticipates a \$3,000 contribution when the improvements are installed and accepted.

Abacus Professional Service Agreement 

Staff Report 110512 

- K. Authorize Mayor to sign an amendment to the State of Washington Intergovernmental Agreement No. 4175. The City signed the original agreement with the Washington State Library in 2003 for the Camas Public Library to utilize the K-20 network. The network is going to upgrade the connection to the Camas Library from a copper T1 line to 10 Mbps fiber. This amendment adds this type of connection to the compensation section of the contract.

Amendment to Intergovernmental Agreement No. 4175 

**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**

Chaney said that the Camas High School playoff football game will be held on November 10th.

Smith reported that she will be attending the Regional Transportation Council Meeting (RTC) this week.

**VII. MAYOR**

**A. Announcements**

The Mayor did not have any announcements.

**VIII. FIRE**

**A. Fire/Emergency Medical Services Oath of Office for new firefighters.**

Details: Three new firefighters hired on the SAFER Grant took the Oath of Office from the Mayor.


Department/Presenter: Cliff Free, Division Chief of Emergency Medical Services and  
Ron Schumacher, Division Chief/Fire Marshal

**IX. PUBLIC WORKS**

- A. Ordinance No. 2662 Revising Camas Municipal Code 12.40.290(D) pertaining to the Cemetery

Details: Ordinance revision to allow for a second marker on existing single and companion grave sites where a marker already exists. This item has been reviewed by the Cemetery Board and at Council Workshop.

Department/Presenter: Eric Levison, Public Works Director

Ordinance 2662 

**It was moved by Linda Dietzman, seconded by Steve Hogan that Ordinance No. 2662 be read by title only. The motion carried unanimously.**

**It was moved by Linda Dietzman, seconded by Melissa Smith to approve Ordinance No. 2662. The motion carried unanimously.**

**X. ADMINISTRATION**

- A. Resolution No. 1252 adopting the procedural rules for the conduct of City Council meetings and workshops.

Details: The resolution adopts procedural rules. This has been discussed at several worksessions, most recently on October 1, 2012.

Department/Presenter: Lloyd Halverson, City Administrator and Council members  
Greg Anderson and Linda Dietzman

Resolution 1252 

Email from Roger Knapp 

Guidelines for Public Comment Mini Version 

**It was moved by Greg Anderson, seconded by Melissa Smith that Resolution No. 1252 be read by title only. The motion carried unanimously.**


**It was moved by Linda Dietzman, seconded by Steve Hogan to approve Resolution No. 1252. The motion carried unanimously.**

**XI. ADJOURNMENT**

The meeting adjourned at 7:10 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 person with special needs have opportunities to participate. For more information, please call 360.834.6864.**

**Quick Preview of Agenda and Supporting Documents - Posted on November 1, 2012**

Council Agenda with Supporting Documents 

---

Mayor

---

City Clerk



**CITY COUNCIL WORKSHOP MEETING MINUTES - Draft**  
**Monday, November 05, 2012 at 4:30 p.m.**  
**Camas City Hall, 616 NE 4<sup>th</sup> Avenue**

**I. CALL TO ORDER**

Mayor Scott Higgins presided.

**II. ROLL CALL**

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith, and Shannon Turk

Staff: Phil Bourquin, James Carothers, Jan Coppola, Leisha Copsey, Joan Durgin, Jennifer Gorsuch, Jim Hodges, Lloyd Halverson, Mitch Lackey, Eric Levison, Linda Swenton, Nick Swinhart and David Zavortink

Press: Heather Acheson, Camas – Washougal Post Record

**III. PUBLIC COMMENT**

There were no comments from the public.

**IV. SPECIAL PRESENTATIONS**

**A. Clark Public Utilities Rebate Presentation**

Details: The Clark Public Utilities presentation awarded the Waste Water Treatment Plant Project (WWTP) an energy rebate in the amount of \$232,439.75. The improvements are anticipated to save 929,759 kwh/year.

Department/Presenter: Eric Levison, Public Works Director

**B. Presentation - Update on the Camas-Washougal Economic Development Association (CWEDA) (Attachment posted on November 5, 2012)**

Details: This was an update about the CWEDA organization economic development activities.

Department/Presenter: Paul Dennis, CWEDA President

CWEDA Presentation - Partnership Update November 2012 

**V. DEPARTMENT PRESENTATIONS**

**A. PUBLIC WORKS**

1. Professional Service Agreement with Architect Associative, Inc., for the design of the Lacamas Lake Lodge Project

Details: Professional service agreement for the design of the Lacamas Lake Lodge Project in the amount of \$88,484, plus an estimated \$4,424 in reimbursable expenses.

Department/Presenter: Eric Levison, Public Works Director


AIA Agreement 

Staff placed this professional service agreement on the November 5th Consent Agenda for Council approval.

2. Professional Service Agreement with J.D. Walsh & Associates for the Lacamas Lake Lodge Community Center Project

Details: Professional Service Agreement for the design of the Lacamas Lake Lodge Project in the amount of \$67,913.

Department/Presenter: Eric Levison, Public Works Director


JD Walsh Professional Service Agreement 


Staff placed this professional service agreement on the November 5th Consent Agenda for Council's approval.

3. Contract for Services – Northwest Regional Training Center (NWRTC) (by staff report)

Details: This is an annual contract with NWRTC to provide the required Washington Industrial Safety and Health Act (WISHA) training for City Operations, Engineering, Building and Parks staff.

Department/Presenter: Eric Levison, Public Works Director

NWRTC Contract for Services 


Staff Report 110512 

This contract for services will be placed on the November 19th Consent Agenda for Council's approval.


4. Camas Police Department HVAC Replacement Design and Funding


Details: Staff is working to provide a design and funding mechanism with the Washington State Department of Enterprise Services (DES) and the Department of Commerce to replace the existing Police Station HVAC system with a new energy efficient unit. To complete the Department of Commerce grant application cycle the City will need to authorize the Mayor to sign the interlocal agreement with DES to access the Energy Savings Performance Contract (ESPC) program and authorize the Mayor to sign the Consultant contract with Abacus Engineering to start the energy audit. The total cost of the audit will be shared with a \$3,500 contribution from Clark Public Utilities and \$3,000 from NW Natural Gas.

Department/Presenter: Eric Levison, Public Works Director and Mitch Lackey, Police Chief


Interagency Agreement Police HVAC 

Abacus Consultant Agreement 

Commerce Energy Efficiency Grants 

Commerce Grant program Guidelines 

ESPC Information 


Staff Report 110512 

Staff placed the interlocal agreement and the Abacus Professional Services Contract on the November 5th Consent Agenda for Council's consideration.

5. Surplus Items from the Drug Task Force (by staff report)

Details: Request that Council authorize the surplus of vehicles that include a 2002 Buick Century, VIN 2G4WS52J921146936, license plate 284ZQL and a 2000 Toyota 4 Runner, VIN JT3HM84R6Y0038427, license plate 906VJK. Proceeds from the sale of the vehicles will go to the City Police Department Drug Task Force Fund.

Department/Presenter: Eric Levison, Public Works Director and Mitch Lackey, Police Chief

Staff Report 110512 

This item will be placed on the November 19th Consent Agenda for Council's approval.

6. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director


Levison gave Council an update on the Jones Creek and Boulder Creek water project. He added that an amendment with Longview Fiber for the purchase and sales agreement will be placed on the November 19th Consent Agenda for Council's approval.

## **B. COMMUNITY DEVELOPMENT**

### **1. Goodwin Road Right-of-Way Conveyance**

Details: The City of Camas will be improving NE Goodwin Road from NW Friberg/Strunk Street to NW Camas Meadows Drive as part of the Friberg/Strunk Street Improvements Project. Goodwin Road is currently outside of the city limits of Camas. A quit claim deed conveying the Goodwin Road right-of-way to the City of Camas has been prepared by Clark County and Camas staff. The terms negotiated by said city staff members are included in the road and right-of-way conveyance agreement. In conjunction with current city right-of-way, this conveyance would give the City of Camas contiguous right-of-way on the 13th/Goodwin/28th corridor from approximately 350 feet west of Friberg/Strunk Street to approximately 340 feet west of NE 232nd Avenue.

Department/Presenter: James Carothers, Engineering Manager

Goodwin Road Conveyance Agreement 


Goodwin Road Quit Claim Deed 

The conveyance agreement and quit claim deed will be placed on the November 19th Consent Agenda for Council approval.

### **2. Change Order #1 for Project P-871 Community Center Roof Replacement (by memorandum)**

Details: This change order will consist of two items totaling \$4,066.24, including sales tax.

Department/Presenter: Community Development staff

Workshop Memo 110512 

Staff placed this change order on the November 5th Consent Agenda for Council approval.

### **3. Change Order #7 for Project WS-656 Waste Water Treatment Plant, Phase 2A (by memorandum)**

Details: This change order will consist of ten items totaling \$125,355.

Department/Presenter: Community Development staff

Workshop Memo 110512 

This change order will be placed on the November 19th Consent Agenda for Council approval.

4. Bid Openings and Upcoming Contract Awards (by memorandum)

Details: The memorandum will provide an update on bid openings and contract awards on three City projects.

Department/Presenter: Community Development staff

Workshop Memo 110512 

Staff anticipates that bid awards for the WS-713 WWTF Improvements, Phase 2B; the P-874A Louis Bloch Park Improvements and the SS-571 NW 7th and Cedar Storm System Improvements will be placed on the November 19th Consent Agenda.

5. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Phil Bourquin, Community Development Director

Bourquin gave Council an update on Community Development items related to Planning.

The Final Plat for the Knight's Court Subdivision will be placed on the November 19th Council Agenda.

The 2012 Comprehensive Plan Amendments are scheduled for public hearings before for the Planning Commission on November 20th.

Business Park Park Zoning Amendments and a boundary line adjustment near Fallen Leaf Lake will be placed on the November 19th Council Workshop Agenda for discussion. These items will then be scheduled for public hearings on December 3rd for Council approval.

C. FINANCE DEPARTMENT

1. 2013 Property Tax Levies

Details: Each November the city needs to adopt by ordinance the property tax levies for 2013 and submit these to the County. We adopt levies for the General Fund, the Emergency Medical Services Fund and the General Obligation Bond Fund.

Department/Presenter: Joan Durgin, Finance Director



A public hearing on the property tax levies for 2013 will be scheduled before Council on November 19th for Council's consideration. Ordinances will be also be placed on the agenda for Council's approval.

#### **D. HUMAN RESOURCES**

##### **- 1. Kaiser Medical Rate Stabilization Pool**

Details: Information was presented to Council recommending that the City join the Cowlitz-Wahkiakum Council of Governments (CWCOG) Medical Rate Stabilization Pool for Kaiser covered employees.

Department/Presenter: Jennifer Gorsuch, Human Resources Director

Cowlitz-Wahkiakum Council of Governments Memo 


A resolution for the City to join the CWCOG as an affiliate member will be placed on the November 19th Council Agenda for approval. There will also be an interlocal agreement between the City and the CWCOG to participate in the Medical Insurance Rate Stabilization Pool for Council's consideration.

#### **E. LIBRARY**

##### **1. Amendment to the State of Washington Intergovernmental Agreement No. 4175**

Details: This agreement amendment will add the fiber service language to the contract and specifies the charges for the service. The amendment also includes the co-pay schedule. The charges for this remain the same as for the copper circuits. There is no increase in cost. The cost to the Library has averaged \$831 per quarter over the last year.

Department/Presenter: David Zavortink, Library Director

Memo 110512 


Staff placed this amendment on the November 5th Consent Agenda for Council approval.

#### **VI. CITY ADMINISTRATION**

##### **A. 2013 Budget Discussion**

Details: There was a further update on the proposed budget.

Department/Presenter: Lloyd Halverson, City Administrator


2013 Proposed Budget 


## **B. Discussion of the City's 2013 Legislative Agenda**

Details: There was an early discussion on the City of Camas' "Legislative Shortlist" for the next Legislative Session

Department/Presenter: Lloyd Halverson, City Administrator

City of Camas 2012 Legislative Shortlist 

AWC 2013 Preliminary Major Priorities 

Clark County Transportation Alliance 2013-2014 Washington State Legislative Policy 

This topic will be brought back before Council during the December 3rd workshop for further discussion.

## **C. Miscellaneous and Scheduling**

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Lloyd Halverson, City Administrator

There were no miscellaneous or scheduling items.

## **VII. COUNCIL COMMENT AND REPORTS**

Chaney gave an update about the meeting that he attended as a representative for the cities of Clark County related to regionalization of disaster planning between the County and the Metro area. Discussion ensued.

Anderson commented about the candidate forum held by the Camas Youth Advisory Council. He also gave a brief overview about the Association of Washington Cities (AWC) Regional Meeting and the Regional Fire Authority (RFA) Meeting he attended.

Hazen commented about the new Granicus system.

Turk gave a brief update about the Community Center Development Committee (CCDC) Meeting she attended and commented about the Camas Community Education Foundation's November 17th auction.

Dietzman stated she attended the CCDC and the RFA meetings. She gave a brief overview of the AWC Regional Meeting and Library Board of Trustees Meeting she attended and stated she will be attending the Mosquito Control Board and C-Tran meetings. Dietzman added that she enjoyed the shark tank presentation at Big Al's Bowling Alley.

Smith stated that she attended the dedication for the playground structure at the little league park and gave an update about the uses at Fallen Leaf Lake Park. She noted that she participated in a police ride-a-long.

Mayor commented about the location for Council's Annual Planning Conference and using speaker cards during the public comment period. There will be further discussion on these two items during the November 19th Council Workshop.

#### **VIII. PUBLIC COMMENTS**


Chris Kralik, 631 NW 18th Loop, Camas, commented about the CWEDA presentation. He commended Halverson for his work on the budget and Chaney for his participation on the regional disaster planning.

#### **IX. ADJOURNMENT**

The meeting adjourned at 6:30 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 persons with special needs have opportunities to participate. For more information, please call 360.834.6864.

**Quick Preview of Agenda and Supporting Documents - Posted on November 1, 2012**

Council Workshop with Supporting Documents 

---

Mayor

---

City Clerk



## AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: 7:00 p.m. – 11/19/2012

---

### COUNCIL MEETING

Consent Agenda (Yes ☒ No ☐ )

Regular meeting Agenda (Yes ☐ No ☐ )

WORKSHOP MEETING (Yes ☐ No ☐ )

---

### DEPARTMENT:

Community Development Department

### AGENDA ITEM TITLE:

City Project: S-569, 2012 Camas Pavement Project

### AGENDA ITEM DETAILS/DESCRIPTION:

All work for S-569 - 2012 Pavement Project, was completed in early August of 2012. Excluding Retainage in the amount of \$2,691.61, all monies owed for the project were approved and paid at the 8/20/2012 Council Meeting. Formal "Acceptance" of the project had been delayed pending receipt of certain project information. This information has now been received.

### RECOMMENDED ACTION:

Accept Project S-569 as "COMPLETE".

### DEPARTMENT STAFF/PRESENTERS:

James Carothers, Engineering Manager

### SUPPORTING DOCUMENTS (name):

N/A

SUBMITTED BY: James Hodges, Project Manager

---

### NOTE:

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\ (your department folder) by same deadline.



## AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: 11/19/2012 – 7:00 P.M.

---

### COUNCIL MEETING

Consent Agenda (Yes X No   )

Regular meeting Agenda (Yes    No   )

WORKSHOP MEETING (Yes    No   )

---

### DEPARTMENT:

COMMUNITY DEVELOPMENT

### AGENDA ITEM TITLE:

P-874A Award Contract to the low bidder.

### AGENDA ITEM DETAILS/DESCRIPTION:

Bids were received and opened for this project on Tuesday, November 13, 2012. The lowest responsive bidder was Michael Green Construction, Inc., with a bid of \$149,179.72. Construction of this project is fully funded with a Community Development Block Grant (CDBG) in the amount of \$150,000.

### RECOMMENDED ACTION:

Award Project: P-874A Louis Bloch Park Restroom Improvements to Michael Green Construction, Inc. in the amount of \$149,179.72.

### DEPARTMENT STAFF/PRESENTERS:

James Carothers, Engineering Manager

### SUPPORTING DOCUMENTS:

P-874A bid tab.pdf

SUBMITTED BY: Jim Hodges, Project Manager

---

### NOTE:

- EMAIL "Agenda Item Submittal Form" to agendaprep email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\ (your department folder) by same deadline.



I, Joan Durgin, City Clerk hereby certify  
that these bid tabulations are correct.

*Pam O'Brien* 11/13/12  
Joan Durgin Date

PROJECT NO. P-874A				Engineer's Estimate: \$ 143,883.00		Michael Green Construction, Inc. PO Box 142 Washougal, WA 98671 360.518.1476		Lee Contractors, LLC PO Box 869 Battle Ground, WA 98604 360.852.2317		Haag & Shaw, Inc. 636 SE 3rd Ave. Camas, WA 98607 360.834.2514		Columbia-Cascade Const, Inc. 10115 SE Schacht Boring, OR 97089 503.665.7767		Cedar Mill Constr. Co. LLC 19465 SW 89th Ave. Tualatin, OR 97062 503.685.9370	
DESCRIPTION: LOUIS BLOCH PARK RESTROOM CDBG PROJECT RE-BID				Entered by RLS											
DATE OF BID OPENING: November 13, 2012 2 p.m.															
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
<b>Schedule A - Parks</b>															
1	Mobilization	LS	1.00	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00	\$9,000.00	\$9,000.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$13,900.00	\$13,900.00
2	Project Temporary Traffic Control	LS	1.00	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00	\$500.00	\$500.00	\$2,200.00	\$2,200.00	\$3,500.00	\$3,500.00	\$1,960.00	\$1,960.00
3	Clearing & Grubbing	LS	1.00	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,300.00	\$3,300.00	\$896.00	\$896.00
4	Removal of Structures and Obstructions	LS	1.00	\$2,500.00	\$2,500.00	\$2,180.00	\$2,180.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$840.00	\$840.00
5	Roadway Excavation Including Haul	CY	43.00	\$33.00	\$1,419.00	\$21.00	\$903.00	\$50.00	\$2,150.00	\$36.00	\$1,548.00	\$100.00	\$4,300.00	\$33.00	\$1,419.00
6	Crushed Surfacing Top Course	TN	38.00	\$38.00	\$1,444.00	\$24.20	\$919.60	\$35.00	\$1,330.00	\$26.00	\$988.00	\$50.00	\$1,900.00	\$98.00	\$3,724.00
7	Crushed Surfacing Base Course	TN	22.00	\$38.00	\$836.00	\$24.20	\$532.40	\$35.00	\$770.00	\$26.00	\$572.00	\$50.00	\$1,100.00	\$115.00	\$2,530.00
8	HMA CL 1/2", PG 64-22	TN	13.00	\$200.00	\$2,600.00	\$275.00	\$3,575.00	\$200.00	\$2,600.00	\$235.00	\$3,055.00	\$230.00	\$2,990.00	\$289.00	\$3,757.00
9	Erosion Control and Water Pollution Control	LS	1.00	\$1,100.00	\$1,100.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$3,500.00	\$3,500.00	\$392.00	\$392.00
10	Roadside Restoration	LS	1.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$280.00	\$280.00
11	Cement Concrete Traffic Curb	LF	67.00	\$18.00	\$1,206.00	\$18.10	\$1,212.70	\$22.00	\$1,474.00	\$40.00	\$2,680.00	\$32.00	\$2,144.00	\$8.00	\$536.00
12	Cement Concrete Pedestrian Curb	LF	32.00	\$18.00	\$576.00	\$18.10	\$579.20	\$22.00	\$704.00	\$40.00	\$1,280.00	\$25.00	\$800.00	\$10.00	\$320.00
13	Cement Concrete Sidewalk	SY	73.00	\$40.00	\$2,920.00	\$54.50	\$3,978.50	\$85.00	\$6,205.00	\$70.00	\$5,110.00	\$75.00	\$5,475.00	\$45.00	\$3,285.00
14	Cement Concrete Sidewalk Ramp, Type 2	EA	1.00	\$800.00	\$800.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$850.00	\$850.00	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00
15	Wheel Stop	EA	2.00	\$100.00	\$200.00	\$125.00	\$250.00	\$250.00	\$500.00	\$180.00	\$360.00	\$150.00	\$300.00	\$165.00	\$330.00
16	Irrigation System	LS	1.00	\$500.00	\$500.00	\$1,250.00	\$1,250.00	\$500.00	\$500.00	\$750.00	\$750.00	\$2,200.00	\$2,200.00	\$1,500.00	\$1,500.00
17	Restroom	LS	1.00	\$76,000.00	\$76,000.00	\$66,615.00	\$66,615.00	\$75,000.00	\$75,000.00	\$71,821.00	\$71,821.00	\$97,000.00	\$97,000.00	\$87,700.00	\$87,700.00
18	Restroom Accessories	LS	1.00	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00	\$700.00	\$700.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$500.00	\$500.00
19	Electrical System	LS	1.00	\$15,000.00	\$15,000.00	\$16,500.00	\$16,500.00	\$10,000.00	\$10,000.00	\$17,300.00	\$17,300.00	\$7,000.00	\$7,000.00	\$9,830.00	\$9,830.00
20	Project Documentation (min. bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
<b>Schedule B - Water/Sewer</b>															
21	Trench Safety System (Min. Bkd \$1/LF)	LF	100.00	\$2.00	\$200.00	\$6.00	\$600.00	\$1.00	\$100.00	\$3.00	\$300.00	\$45.00	\$4,500.00	\$5.60	\$560.00
22	Service Connection, 1" DIA	EA	1.00	\$2,400.00	\$2,400.00	\$4,000.00	\$4,000.00	\$200.00	\$200.00	\$3,853.00	\$3,853.00	\$3,600.00	\$3,600.00	\$2,688.00	\$2,688.00
23	PVC Sanitary Sewer Pipe, 6" DIA	LF	57.00	\$60.00	\$3,420.00	\$56.00	\$3,192.00	\$85.00	\$4,845.00	\$72.00	\$4,104.00	\$35.00	\$1,995.00	\$24.00	\$1,368.00
24	ABS Composite Sewer Pipe, 4" DIA	LF	33.00	\$42.00	\$1,386.00	\$30.12	\$993.96	\$75.00	\$2,475.00	\$55.00	\$1,815.00	\$45.00	\$1,485.00	\$13.00	\$429.00
25	Sewer Cleanout, 4" DIA	EA	1.00	\$400.00	\$400.00	\$300.00	\$300.00	\$200.00	\$200.00	\$450.00	\$450.00	\$200.00	\$200.00	\$392.00	\$392.00
26	Sewer Cleanout, 6" DIA	EA	1.00	\$400.00	\$400.00	\$400.00	\$400.00	\$200.00	\$200.00	\$500.00	\$500.00	\$300.00	\$300.00	\$392.00	\$392.00
27	Connection to Drainage Structure	EA	1.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$700.00	\$700.00	\$700.00	\$700.00	\$1,000.00	\$1,000.00	\$840.00	\$840.00
28	Re-Channel Manhole	EA	1.00	\$100.00	\$100.00	\$450.00	\$450.00	\$250.00	\$250.00	\$660.00	\$660.00	\$2,500.00	\$2,500.00	\$840.00	\$840.00
<b>Schedule C - Stormwater</b>															
29	Underdrain Pipe, 3" DIA	LF	47.00	\$30.00	\$1,410.00	\$14.89	\$699.83	\$35.00	\$1,645.00	\$35.00	\$1,645.00	\$16.00	\$752.00	\$9.00	\$423.00
30	Drain Pipe, 3" DIA	LF	77.00	\$15.00	\$1,155.00	\$10.24	\$788.48	\$25.00	\$1,925.00	\$20.00	\$1,540.00	\$20.00	\$1,540.00	\$11.00	\$847.00
Subtotal Schedule A					\$126,001.00		\$124,695.40		\$139,933.00		\$129,014.00		\$155,259.00		\$139,999.00
8.4 % Sales Tax					\$10,584.08		\$10,474.41		\$10,998.37		\$10,837.18		\$13,041.76		\$11,759.92
Subtotal Schedule B					\$9,806.00		\$11,435.96		\$8,970.00		\$12,382.00		\$15,580.00		\$7,509.00
8.4 % Sales Tax					\$823.70		\$960.62		\$753.48		\$1,040.89		\$1,308.72		\$630.76
Subtotal Schedule C					\$2,565.00		\$1,488.31		\$3,570.00		\$3,185.00		\$2,292.00		\$1,270.00
8.4 % Sales Tax					\$215.46		\$125.02		\$299.88		\$267.54		\$192.53		\$106.68
TOTAL PROJECT CONSTRUCTION					\$149,995.25		\$149,179.72		\$155,524.73		\$156,725.80		\$187,674.00		\$161,275.35

(Basis of Award Items 1 through 30)

Bidder not on City of  
Camas Bidders List



## AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: 11-19-2012 / 7:00

---

### COUNCIL MEETING

Consent Agenda (Yes ☒ No ☐ )

Regular meeting Agenda (Yes ☐ No ☐ )

WORKSHOP MEETING (Yes ☐ No ☐ )

---

### DEPARTMENT:

Community Development

### AGENDA ITEM TITLE:

Goodwin Road Conveyance Agreement

### AGENDA ITEM DETAILS/DESCRIPTION:

The Goodwin Road Conveyance Agreement provides the terms by which the City of Camas will accept the roadway right-of-way from Clark County. Clark County will repave Goodwin Road in 2013 and will inspect the Lacamas Creek Bridge until 2018. Camas will pay Clark County to maintain the traffic signal at NE 13<sup>th</sup> Street and Friberg/Strunk under the current Interlocal agreement between the two agencies.

### RECOMMENDED ACTION:

Authorize the mayor to sign the Road and Right of Way Conveyance Agreement with Clark County for the transfer of ownership of NE Goodwin Road.

### DEPARTMENT STAFF/PRESENTERS:

James Carothers, Engineering Manager

### SUPPORTING DOCUMENTS (name):

GoodwinConveyanceAgrmnt\_consent

SUBMITTED BY: James Carothers, Engineering Manager

## **ROAD AND RIGHT OF WAY CONVEYANCE AGREEMENT**

This Agreement effective the 1st day January, 2013 by and between Clark County, Washington (Department of Public Works), hereinafter referred to as the "County" and the City of Camas, Washington, hereinafter referred to as the "City", collectively hereinafter the "Parties".

WHEREAS, the City is planning the improvement of a section of Goodwin Road, presently owned and maintained by the County, hereinafter referred to as the "Project"; and

WHEREAS, the City has secured financing and is now designing improvements to the above county road with the intention to incorporate said road into the city street system; and

WHEREAS, construction of the project will require the County to transfer to the City ownership and responsibilities for maintenance and operation of certain right of way and roadway facilities, as shown on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the County and City enter into this Agreement to identify the process of transferring ownership and responsibilities for the maintenance and operation of the roadway facilities and right of way indicated on Exhibit "A".

NOW THEREFORE, IT IS AGREED between the parties as follows:

1. Completion, Acceptance and Transfer of Operation and Maintenance

1.1 The City agrees to accept ownership of the right of way and roadway facilities as shaded, where applicable, on Exhibit "A", as follows:

Light Blue indicates roadway facilities and right of way to be conveyed in fee to the City; and

Yellow indicates easements to be conveyed to the City.

1.2 The City agrees to take ownership of the signal at the intersection of NW Friberg-Strunk Street (NE 202nd Avenue) and Goodwin Road.

1.3 The County agrees to the following:

- A. Continue to inspect the Lacamas Creek Bridge until 2018, at County cost.
- B. Maintain the new signal at the intersection of NW Friberg-Strunk Street (NE 202nd Avenue) and Goodwin Road per existing agreements with the City. The County may salvage equipment from the existing signal when it is replaced.



C. Support regional transportation planning in the area and make best efforts to see that TIF and other applicable funding sources are allocated to future regional roadway improvements for Goodwin Road.

D. Overlay Goodwin Road in 2013.

2. Recorded Conveyance

2.1 Within two (2) months following the County's written transfer to the City of the responsibility for maintenance and operations as provided in Section 1, the County will furnish the City with a recordable conveyance of right of way, including the roadway facilities constructed thereon, as shown on the plans marked as Exhibit "A". The City agrees to see that the conveyance is recorded, pursuant to RCW 65.08.095.

2.2 The City agrees to comply with, and require its successors or assigns to comply with, all civil rights and anti-discrimination requirements of Chapter 49.60 RCW, as to the right of way and roadway facilities to be conveyed.

2.3 The City, on behalf of itself and its heirs, successors or assigns, waives and/or releases the County from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further the City, its heirs, successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage or runoff.

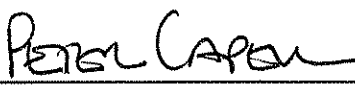
In witness whereof, the parties hereto have executed this Agreement on the date last written below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Camas, Washington

Clark County, Washington

By: \_\_\_\_\_  
Scott Higgins, Mayor

By:   
Peter Capell, P.E.  
Director of Public Works

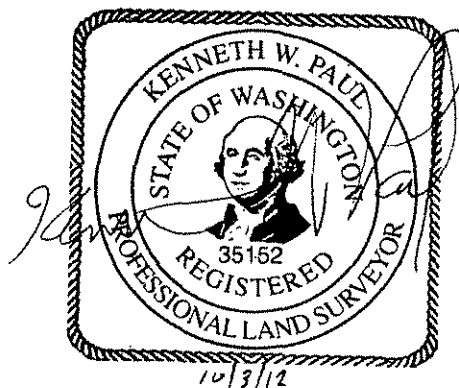


proud past, promising future

**CLARK COUNTY**  
WASHINGTON

*Superior service that is responsive and cost justified*

**PUBLIC WORKS  
COUNTY SURVEYOR'S OFFICE**



**“Exhibit “A”**

**NE 13<sup>TH</sup> AVENUE AND NE GOODWIN ROAD  
LEGAL DESCRIPTION**

10/2/12

That portion of the right of way of NE Goodwin Road and NE 13<sup>th</sup> Street located in the north half of Section 29, and the southeast quarter of Section 20, Township 2 North, Range 3 East, Willamette Meridian, Clark County Washington, more particularly described as follows:

Beginning at the northeast corner of Lot 28 of the plat of Evergreen Acre Tracts, recorded in Book G of Plats, at Page 411, Clark County records, said point being also on the southerly right of way line of NE 13<sup>th</sup> Street, being also County Road Number 116; thence easterly and northeasterly along said right of way line and the southerly right of way line of NE Goodwin Road and the north line of the North Dwyer Creek Annexation per City of Camas Ordinance Number 2128, to the northernmost corner of Lot 10 of the Binding Site Plan, recorded in Book 54 of Surveys, at Page 24, Clark County Surveyor's Office

Records; thence continuing northeasterly, along said right of way line to its intersection with the southerly boundary of that property annexed by the City of Camas in Ordinance No. 2597, dated August 16<sup>th</sup>, 2010; thence northwesterly, along said southerly boundary 60 feet, to the northwesterly right of way line of said NE Goodwin Road; thence southwesterly along said northwesterly line, to the southernmost corner of Lot 1 of the Plat of Katie's Hill, recorded in Book H of Plats, at Page 274, records of Clark County; thence northwesterly along the southwesterly line of said Lot to the most southwesterly corner thereof; thence westerly and perpendicular to the centerline of NE 202<sup>nd</sup> Avenue 54 feet to the west right of way line of said Avenue, being also the east line of Lot 13 of the Plat of Morning Meadows Estates, recorded in Book 310 of Plats, at Page 801; thence south and southwesterly along said east line to the north right of way line of NE 13<sup>th</sup> Street; thence westerly along said line, being also the south line of Lots 12 and 13 of said plat, to its intersection with the northerly prolongation of the east line of Lot 28 of the said plat of Evergreen Acres; thence southerly, along said line to the northeast corner of said Lot 28, being also the south right of way line of said NE 13<sup>th</sup> Street and the Point of Beginning.

NE 13th Ave &

NE Goodwin Rd

NE 1/4 of Section 29 T2R3E WM



- Major Roads
- State
  - State On-Ramp
  - Interstate
  - Interstate On-Ramp
  - Primary Arterial
  - Arterial
  - Roads
- Township Range Grid
- Municipal Jurisdiction
- Unincorporated
  - Incorporated

Set Dept Name in Preferences

<Empty Picture>

Plot Date: Oct 5, 2012  
Map produced by:

Information shown on this map was collected from several sources. Neither Clark County or the agency producing this document accept responsibility for any inaccuracies that may be present.

(Scale 1:5723.37) 200 0 200 400 600 800 Feet





## AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: 11-19-2012 / 7:00

---

### COUNCIL MEETING

Consent Agenda (Yes ☒ No ☐)

Regular meeting Agenda (Yes ☐ No ☐)

WORKSHOP MEETING (Yes ☐ No ☐)

---

### DEPARTMENT:

Community Development

### AGENDA ITEM TITLE:

Goodwin Road Quit Claim Deed

### AGENDA ITEM DETAILS/DESCRIPTION:

The Goodwin Road Quit Claim Deed conveys the Goodwin Road Right of Way to the City of Camas from Clark County. The terminus points of this conveyance are 350 feet west of Friberg/Strunk Street and the existing west city limits near the Lacamas Lake Bridge.

### RECOMMENDED ACTION:

Authorize the mayor to sign the Quit Claim Deed with Clark County for the transfer of ownership of NE Goodwin Road.

### DEPARTMENT STAFF/PRESENTERS:

James Carothers, Engineering Manager

### SUPPORTING DOCUMENTS (name):

GoodwinQCD\_consent

SUBMITTED BY: James Carothers, Engineering Manager

Recording requested by:  
Clark County Public Works  
Real Property Services  
P. O. Box 9810  
Vancouver, WA 98666-9810

Document Title: Quit Claim Deed  
Grantor: Clark County, Washington  
Grantees: City of Camas, Washington  
Legal Description: Sec 29 and Sec 20 T2N R3E WM  
Additional legal Description is attached as Exhibit "A"  
R/W Adj. to Serial #: 176148-000; 172974-000; 986029-503;  
115915-169; 172962-000; 172965-000; 986030-097; 172543-000

PW 12-65

QUIT CLAIM DEED

THE GRANTOR, **CLARK COUNTY**, a political subdivision of the State of **Washington**, for and in consideration of good and valuable considerations, as set out herein conveys and quit claims to the **CITY OF CAMAS**, a municipal corporation of the **State of Washington**, its heirs and assigns, any interest they may have in the following described real estate situated in the County of Clark, State of Washington, to wit:

**SEE LEGAL DESCRIPTION ATTACHED HERETO, WHICH  
BY THIS REFERENCE IS INCORPORATED HEREIN**

**CONSIDERATIONS: MUTUAL BENEFITS.**

Dated this 11<sup>th</sup> day of October, 2012.

Accepted on behalf of the City  
of Camas, Washington

BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, WASHINGTON

  
\_\_\_\_\_  
Marc Boldt, Chair

By: \_\_\_\_\_  
Scott Higgins, Mayor

\_\_\_\_\_  
Steve Stuart, Commissioner

\_\_\_\_\_  
Tom Mielke, Commissioner

Document Title: Quit Claim Deed  
R/W Adj. to Serial #: 176148-000; 172974-000; 986029-503;  
115915-169; 172962-000; 172965-000; 986030-097; 172543-000

STATE OF WASHINGTON

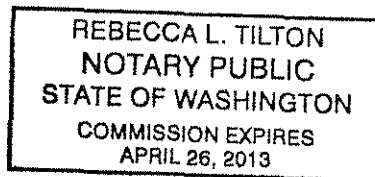
COUNTY OF CLARK

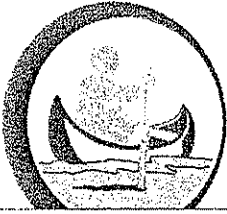
On this 16<sup>th</sup> day of October, 2012, before me personally appeared  
MARC BOLDT, to me known to be the duly elected, qualified  
and acting County Commissioner(s) of Clark County, Washington, who executed the  
foregoing instrument, and acknowledged said instrument to be the free and voluntary act  
and deed of Clark County, for the uses and purposes therein mentioned, and on oath  
stated that she/they is/are authorized to execute said instrument by resolution of the Board  
of County Commissioners of Clark County and that the seal affixed is the official seal of  
Clark County.

Dated: 10-16-12

Rebecca L. Tilton

Notary Public in and for the State of WA  
Residing at Battle Ground  
My commission expires: 4/26/13



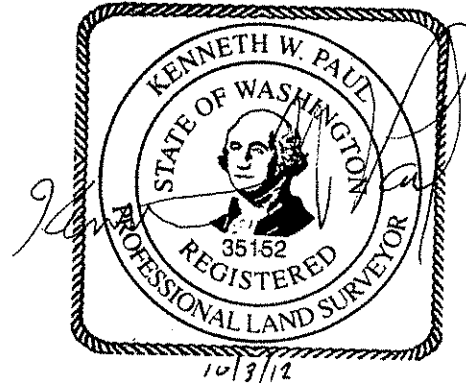


*proud past, promising future*

**CLARK COUNTY**  
WASHINGTON

*Superior service that is responsive and cost justified*

**PUBLIC WORKS**  
**COUNTY SURVEYOR'S OFFICE**



**“Exhibit “A”**  
**NE 13<sup>TH</sup> AVENUE AND NE GOODWIN ROAD**  
**LEGAL DESCRIPTION**

10/2/12

That portion of the right of way of NE Goodwin Road and NE 13<sup>th</sup> Street located in the north half of Section 29, and the southeast quarter of Section 20, Township 2 North, Range 3 East, Willamette Meridian, Clark County Washington, more particularly described as follows:

Beginning at the northeast corner of Lot 28 of the plat of Evergreen Acre Tracts, recorded in Book G of Plats, at Page 411, Clark County records, said point being also on the southerly right of way line of NE 13<sup>th</sup> Street, being also County Road Number 116; thence easterly and northeasterly along said right of way line and the southerly right of way line of NE Goodwin Road and the north line of the North Dwyer Creek Annexation per City of Camas Ordinance Number 2128, to the northernmost corner of Lot 10 of the Binding Site Plan, recorded in Book 54 of Surveys, at Page 24, Clark County Surveyor's Office



Records; thence continuing northeasterly, along said right of way line to its intersection with the southerly boundary of that property annexed by the City of Camas in Ordinance No. 2597, dated August 16<sup>th</sup>, 2010; thence northwesterly, along said southerly boundary 60 feet, to the northwesterly right of way line of said NE Goodwin Road; thence southwesterly along said northwesterly line, to the southernmost corner of Lot 1 of the Plat of Katie's Hill, recorded in Book H of Plats, at Page 274, records of Clark County; thence northwesterly along the southwesterly line of said Lot to the most southwesterly corner thereof; thence westerly and perpendicular to the centerline of NE 202<sup>nd</sup> Avenue 54 feet to the west right of way line of said Avenue, being also the east line of Lot 13 of the Plat of Morning Meadows Estates, recorded in Book 310 of Plats, at Page 801; thence south and southwesterly along said east line to the north right of way line of NE 13<sup>th</sup> Street; thence westerly along said line, being also the south line of Lots 12 and 13 of said plat, to its intersection with the northerly prolongation of the east line of Lot 28 of the said plat of Evergreen Acres; thence southerly, along said line to the northeast corner of said Lot 28, being also the south right of way line of said NE 13<sup>th</sup> Street and the Point of Beginning.



## AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: \_\_\_\_\_

---

### COUNCIL MEETING

Consent Agenda (Yes ☒ No ☐ )

Regular meeting Agenda (Yes ☐ No ☐ )

WORKSHOP MEETING (Yes ☐ No ☐ )

---

DEPARTMENT: Human Resources

AGENDA ITEM TITLE: (keep the title short and concise)

Interlocal between the City of Camas and Cowlitz-Wahkiakum Council of Governments (CWCOG) related to the Medical Insurance Rate Stabilization Pool

AGENDA ITEM DETAILS/DESCRIPTION: (this area will contain the precise details, description and justification of the agenda item. This is also the area where you will add language about what you plan to present to Council):

This interlocal agreement will allow the City to join the Kaiser medical insurance rate stabilization pool created by the CWCOG. This interlocal was discussed at the November 5 Council workshop.

RECOMMENDED ACTION: (if needed, this is the language that Council will use to make a motion) Recommend that the Council authorize the Mayor to sign the interlocal agreement

DEPARTMENT STAFF/PRESENTERS: (names of who will be giving the presentation at the meeting; can say there will not be anyone present at the meeting)

Jennifer Gorsuch

SUPPORTING DOCUMENTS (name): CWCOG interlocal

SUBMITTED BY: JG \_\_\_\_\_

---

### NOTE:

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\ (your department folder) by same deadline.

## **Interlocal Agreement**

### **CWCOG Medical Insurance Rate Stabilization Pool**

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34, Revised Code of Washington (RCW), permits local governments in Washington State to develop and implement interlocal agreements regarding issues of common interest and concern;

WHEREAS, the CWCOG is an association of local governments and other agencies formed pursuant to Chapter 36.64.080 RCW, for the purposes of addressing issues of interest and concern that cross jurisdictional boundaries; it's membership includes county, city and special purpose district governments, a public community college, and a variety of non-profit agencies;

WHEREAS, the CWCOG's functions are to serve its members by providing a regional forum to address issues of mutual interest and concern, develop recommendations and provide a wide variety of technical and contractual services. The CWCOG's mission is to efficiently utilize resources so as to yield long-term benefits that enhance the quality of life for our communities and region;

WHEREAS, the CWCOG membership are experiencing unprecedented demands to provide services to their citizens and constituents with financial resources that are severely constrained if not reduced;

WHEREAS, the CWCOG members individually participate in a variety of medical insurance programs and each participates by varying degrees in wellness programs and all share experience and significant concerns for the impact medical insurance premiums are having on highly constrained financial resources;

WHEREAS, the CWCOG members recognize that, in order to provide health insurance for employees as economically as possible, jointly participating in a risk pool based on the combined size of all groups would achieve improved economies of scale while improving opportunities for broader based wellness initiatives and improved health behaviors resulting in significant benefits for both the employers and employees;

WHEREAS, to accomplish this requires CWCOG members to jointly participate in a health risk management program designed to manage risk and promote wellness;

WHEREAS, pooling will be for the purpose of setting future rate actions (be they increases, no change, or decreases), not for establishing specific rates on specific groups. The CWCOG agrees it would not be purchasing or entering into insurance contracts on behalf of participating entities;

WHEREAS, the pooling concept would not require that members change current levels of benefits offered or plan designs available to employees through carriers underwriting plans for the Pool and group agreements with participating carriers will be entered into by and between participating members and carriers just as they would outside of the Pool;

WHEREAS, the two most significant advantages of having smaller sized groups pool together as one large group is in the resulting lower administrative costs which are characterized as retention charges and having greater stability in the rating.

NOW, THEREFORE, the below signatories agree to participate in the Cowlitz-Wahkiakum Council of Governments Medical Insurance Rate Stabilization Pool, with the following provisions:

1. Pooling will be for the purpose of setting future rate actions (increases, no change, decreases), not for establishing specific rates on specific groups or negotiating any specific plan offerings. The CWCOG would not be purchasing or entering into insurance contracts on behalf of participating entities.
2. Any plan changes must be coordinated with the renewal(s) of the pool and incorporated into the underwritten rate action. There will be no more than three set renewal periods, to fall on or about January, July and/or October of each year.
3. The signatories to this agreement may have special districts and other organizations for which health care benefits are administered according to other agreements; as such, these jurisdictions and organizations are included in this agreement and likewise agree to participate.
4. Going into the pool, groups will be evaluated to ensure their plan rates are adequate for their risk; individual adjustments to the pooled adjustments may be necessary to get groups to an adequate level of funding in the initial year(s) of the program.
5. Each individual group entering the Risk Pool will be rated upon their own merit (i.e. experience, demographics and risk as appropriate for their currently enrolled size).
6. Calculations for the first and subsequent CWCOG Risk Pool renewals will be based upon the combined size, experience, demographics and risk of the entire pool.
7. Participating entities will be responsible for providing demographic/census information on a timely basis as may be required by the Pool and or insurance carriers.
8. Eligible entities agree to promote and administer at least the "core set" of Health and Wellness programs established by the CWCOG Risk Pool participants. The CWCOG will be responsible for a good faith effort to ensure these entities follow through on this commitment.
9. In the initial years of the program, concentration will be given by participating entities to promote employee participation in health risk assessments and biometric testing. Results will be used by CWCOG Risk Pool participants to help guide communication strategies that address areas of risk within the respective populations and establish the aforementioned "core set" of Health and Wellness programs.

10. A standing committee will be established to address health trends and wellness programs, review experience and related common interests, address other human resource topics related to health care and wellness, and address any responsibilities for administration of this Agreement. Each party will have one voting member on such committee. There is no separate legal or administrative entity created by this Agreement.
11. Participating entities agree to provide 180 days written notice to the CWCOG prior to withdrawal from the Agreement. Entities that decide to withdraw from the pool cannot rejoin any sooner than two years from the date of withdrawal.
12. It is not contemplated that there will be any jointly-owned property in the administration of this Agreement and thus no method is necessary to dispose of property upon partial or complete termination of this Agreement.
13. Interwest Benefit Consultants, Inc. located in Longview, Washington, shall be appointed as broker of record by participating CWCOG members, individually or collectively, for all associated lines of insurance coverage that utilize the CWCOG Risk Pool for underwriting purposes. Said appointment will be effective on the first day of coverage of the respective plan year or written policy and will continue throughout participation in the pool. Interwest Benefits Consultants, Inc. will provide services to pool participants that include but are not limited to assisting in the development and management of employee benefit programs, facilitate the renewal process and work as a liaison with the insurance carriers regarding plan design, underwriting, and pricing. Interwest Benefit Consultants will serve as the Pool's advocate and advisor in dealing with insurance companies and administrators to resolve issues involving claims, service, and regulations as well as assisting employers in communicating benefit packages to their employees.
14. Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its officers, employees and agents. No parties assume responsibility to any other party for the consequences of any act or omission of any person, firm or corporation not a part of this Agreement. Each party agrees to indemnify and hold harmless the other parties, its officers, employees and agents from any and all claims, actions, costs, damages and expenses of any nature arising out of or in conjunction with any act authorized by this Agreement.
15. Funding for the provisions herein shall be as provided each year in the respective budgets of each party to this Agreement.
16. Neither the parties to this Agreement nor the CWCOG shall assign, transfer, or encumber any rights, obligations, duties, or interests accruing or arising from this Agreement without the express prior written consent of the other. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
17. Executed copies of this Agreement shall be filed by CWCOG as required by section 39.34.040 Revised Code of Washington prior to this Agreement becoming effective.

## GENERAL PROVISIONS

1. **Governing Law.** The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The parties irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Cowlitz County, Washington or the applicable federal court for such County, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
2. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
3. **Non-waiver.** Any failure by the parties to enforce strict performance of any provision of the Agreement will not constitute a waiver of the parties' right to subsequently enforce such provision or any other provision of the Agreement.
4. **Notices.** All notices and other communications required under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address as follows: CWCOG, 207 Fourth Avenue No., Kelso, WA 98626.
5. **Legal Fees.** In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
6. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.
7. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.
8. **Modifications or Amendments.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by all parties hereto.

This Agreement shall commence on January 1, 2013, and continue until December 31, 2013, and automatically renew on a year-to-year basis thereafter unless terminated by each and any parties to this Agreement by giving notice to CWCOC as provided herein.

**IN WITNESS WHEREOF**, the parties hereto have subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF CAMAS:**

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

**ATTEST:**

By \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

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



## AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: November 5, 2012

---

### COUNCIL MEETING

Consent Agenda (Yes ☒ No ☐ )

Regular meeting Agenda (Yes ☐ No ☐ )

### WORKSHOP MEETING

(Yes ☐ No ☐ )

---

DEPARTMENT: Public Works

AGENDA ITEM TITLE: First amendment to timberland purchase and sale agreement with Longview Fiber for project WS-709

AGENDA ITEM DETAILS/DESCRIPTION: This amendment extends the closing date to allow time to complete the County land use process and sets the final sale price at \$30,000 based on the appraised value. This item was discussed at the November 5<sup>th</sup> workshop.

RECOMMENDED ACTION: Authorize Mayor to sign amendment

DEPARTMENT STAFF/PRESENTERS: Eric Levison,

SUPPORTING DOCUMENTS (name): PDF- Nov 19 amendment 1 Longview PSA

SUBMITTED BY: Eric Levison

---

#### NOTE:

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\ (your department folder) by same deadline.



## FIRST AMENDMENT TO TIMBERLAND PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO TIMBERLAND PURCHASE AND SALE AGREEMENT (this "**Amendment**") is made and entered into effective as of \_\_\_\_\_, 2012 by and between LONGVIEW TIMBERLANDS LLC, a Delaware limited liability company ("**Seller**"), and City of Camas, a municipal corporation ("**Buyer**").

A. Seller and Buyer (the "**Parties**") are parties to that certain Timberland Purchase and Sale Agreement dated effective August 24, 2012 (the "**Agreement**"), whereby Seller is selling to Buyer certain real property in Clark County, Washington more particularly described in the Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement.

B. The Parties wish to amend the Agreement to revise the Purchase Price listed in Section 2.1 of the Agreement.

C. The Parties wish to amend the Agreement to extend the Termination Date described in Section 3.1 of the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Purchase Price for the Property is Thirty Thousand United States Dollars (\$30,000.00).

2. The Termination Date is hereby extended to March 1, 2013.

3. This Amendment may be executed in separate counterparts, each of which shall be deemed an original hereof and shall together constitute one and the same document. The Parties agree that electronic delivery by facsimile or email of a signed counterpart of this Amendment shall be deemed the same as delivery of the original counterpart. Upon request of the other party, a party delivering an electronic counterpart of this Amendment shall provide to the requesting party a signed original of this Amendment.

4. Except as explicitly modified by this Amendment, the Agreement remains in full force and effect as written.

*[Signatures on following page(s)]*

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date and year first written above.

LONGVIEW TIMBERLANDS LLC,  
a Delaware limited liability company

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

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

Its: \_\_\_\_\_

CITY OF CAMAS,  
a municipality of the State of Washington

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

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

Its: \_\_\_\_\_



## AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: November 5, 2012

---

### COUNCIL MEETING

Consent Agenda (Yes ☒ No ☐ )

Regular meeting Agenda (Yes ☐ No ☐ )

WORKSHOP MEETING (Yes ☐ No ☐ )

---

DEPARTMENT: Public Works

AGENDA ITEM TITLE: Annual Contract for Services – Safety and Compliance Program with Northwest Regional Training Center (NWRTC) in the amount of \$9,744

AGENDA ITEM DETAILS/DESCRIPTION: Annual contract with NWRTC to provide required WISHA training for City Operations, Engineering, Building, and Parks staff

RECOMMENDED ACTION: Authorize Mayor to sign contract

DEPARTMENT STAFF/PRESENTERS: Eric Levison,

SUPPORTING DOCUMENTS (name): PDF- Nov 19 NWRTC contract

SUBMITTED BY: Eric Levison

---

#### NOTE:

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\ (your department folder) by same deadline.

## **CONTRACT FOR SERVICES**

### **SAFETY AND COMPLIANCE PROGRAM**

The Northwest Regional Training Center (Training Center), under the direction of Clark County Fire District 5, and the City of Camas (City) hereby agree to the following program for calendar year 2013.

**A. Services to be Provided** – The Training Center shall provide safety training to City employees as follows:

1. Classroom Instruction and Training – The Training Center will make available to City employees classroom instruction and training in all OSHA and WISHA required areas, as outlined in Appendix B. This training may occur at the Training Center facilities or at another site designated by the City, as agreed upon by the Safety Program Manager and the City.
2. Maintenance of all Training Records – The Training Center will maintain a database of all training that is conducted for the City. Reports showing all training conducted year-to-date will be provided to the City monthly.
3. Notification and Scheduling of Training Classes – The Training Center will provide the City with notification of classes to be conducted. This information will be provided by the fifteenth of the month prior to the upcoming quarter. For example, the City will be notified by March 15 of classes to be provided during April, May, and June.
4. Assistance with Labor and Industries Audits – Training Center personnel will be available to assist the City with all records and information associated with training conducted by the Training Center. This will include copies of class rosters, training curriculum, and competency records (if needed).

**B. Responsibilities of the City** – The City shall be responsible for the following:

1. Listing of Employees by Division – The City shall provide the Training Center with a roster of employees who will need training, broken down by division.
2. Assistance in Determining Required Training – The City shall work with the Safety Program Manager in determining what type of training is needed for personnel in each division.
3. Notification of Intent to Attend Classes – At least 7 calendar days prior to a class being conducted, the City shall notify the Training Center of their intent to have employees participate, and if so, the number who will be participating.
4. Promptly Pay Training Center Invoices – Appendix A includes the annual 2013 charges which the City is agreeing to pay. The Training Center will bill the City in the months of January, April, July, and October. These billings will be for the current quarter, and will be due upon receipt.

**C. Additional Training**

The classes provided under this agreement are listed in Appendix B. The City may participate in other classes offered by the Training Center, however, they will pay the same rate for such classes as other customers.

**D. Annual Meeting**

During September the Training Center shall schedule a meeting with the City during which time the parties will discuss the following: (a) Services provided and received and any associated problems, (b) The next year's budget as established by the Training Center for Safety Training costs, and (c) Desirability by both parties to continue with the Safety Training program.

**E. Liability** – Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel and to save and hold the other parties, including their respective employees and officials, harmless from all costs, expenses, losses and damages, including the cost of defense, incurred as a result of any acts or omissions of the parties' employees relating to the performance of this agreement.

**F. Modification of This Agreement** – This agreement may be modified only with the consent of both parties. To that end, the Training Center shall convene no less than one meeting each calendar year in order to solicit feedback from the City on how services could be modified and/or improved.

**G. Termination of This Agreement** – Either party may terminate their participation in this agreement by providing 120 days' notice of their intent to withdraw. In the event the Training Center is unable to provide services as outlined in this agreement, the City shall be reimbursed for any services paid for but not yet received.

EXECUTED on \_\_\_\_\_, 2012

FIRE DISTRICT 5 – NORTHWEST REGIONAL TRAINING CENTER

By:   
David Vial, District Administrator

CITY OF CAMAS

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

Approved as to Form: \_\_\_\_\_

## APPENDIX A

### Normal Training Charges

For 2013 the City of Camas shall pay to the Training Center a total of **\$9,744.00** for normal training conducted.

This is based on an employee count of **58** employees, representing a cost of approximately **\$168.00** per employee per year for all training outlined in Appendix B.

### Summer Crew Charges

In addition to the 58 regular employees covered under this contract, the City of Camas utilizes Summer Crew employees and desires to have those employees trained as well. Summer Crew employees will not be trained in all disciplines each year, but will receive training in up to five classes each summer. The City of Camas shall pay \$100 per employee for Summer Crew personnel. It is anticipated that Camas will utilize 10 Summer Crew employees during 2013. This will result in a cost of **\$1,000** in addition to normal training conducted.

### Total Training Charges

The sum of Normal Training and Summer Crew Training is **\$10,744** for 2013. This will be billed to the City of Camas in four quarterly invoices of **\$2,686.00** each.

## APPENDIX B

### Training Courses Provided Under This Agreement

It is understood that employees who are required to have a particular type of training will receive that training as soon as possible following their date of hire. Refresher courses will then be provided for employees at the intervals noted below.

<u>Training Course Provided</u>	<u>Refresher</u>
Bloodborne Pathogens	12 Months
Fall Protection & Aerial Platforms	48 Months
Confined Space Training	48 Months
Rigging	60 Months
Defensive Driving	60 Months
Fire Extinguishers/Evacuation	12 Months
First Aid/CPR	24 Months
Flagging & Traffic Control	36 Months
Forklift Training	36 Months
Emergency Response Awareness	12 Months
Hearing Conservation and Testing	12 Months
Lockout/Tagout Training	48 Months
Respirator Protection and Fit Testing	12 Months
Trenching & Shoring Training	48 Months

# EMPLOYER SAFETY REQUIREMENTS

October 2012

<u>Requirement</u>	<u>Statutory Citation</u>	<u>Summary of Requirements</u>
Provide a Safe Workplace	WAC 296-800-110	Eliminate hazards, prohibit drug and alcohol use, prohibit use of unsafe tools and equipment, establish safety rules and committees, protect employees from biological agents.
Material Safety Data Sheets (MSDSs)	WAC 296-800-180	Procure and provide to employees Material Safety Data Sheets for all chemicals they may come in contact with; Maintain records for 30 years; Provide access to exposure records.
Safety Committees and Safety Meetings	WAC 296-800-130	Establish and conduct safety committees anytime there are more than 10 employees working together on a shift at the same location. Minutes must be taken and kept for one year. If there are less than 11 employees, safety meetings still need to be held, but a committee is not required.
Accident Prevention Program (APP)	WAC 296-800-140	Develop a formal, written accident prevention program (APP) that includes orientation for new employees, Personal Protective Equipment (PPE), how to report accidents and injuries, identification of hazardous materials, and what to do in the case of an emergency. The APP must also include an outline of training programs provided, and also contain the written documents for all health and safety programs which require a written program.  The specific section on the written program is WAC 196-800-14005
Personal Protective Equipment (PPE)	WAC 296-800-160	Do a hazard assessment for PPE needs; Document the assessment; Select appropriate PPE's for your employees; Provide PPE's to employees; Train employees in proper use of PPE's; Retrain employees if necessary; Document PPE training; Require employees to use PPE's on the job; Keep PPE's in good condition; Make sure employees use appropriate eye and face protection; Make sure employees use appropriate head protection; Make sure employees use appropriate foot protection; Make sure employees use appropriate hand protection; Make sure employees are protected from drowning.  Employers are also required to develop and maintain a written PPE program (WAC 296-800-16010)
Employer Chemical Hazard Communication (HazCom)	WAC 296-800-170	To inform and train your employees about the hazards of chemicals they may be exposed to during normal working conditions, or in foreseeable emergencies by: Making a list of the hazardous chemicals present in your workplace; Preparing a written Chemical Hazard Communication Program for your workplace; Informing your employees about this rule and your program; Providing training to your employees about working in the presence of hazardous chemicals; Getting and keeping the Material Safety Data Sheets (MSDS's) for the hazardous chemicals; Making sure that labels on containers of hazardous chemicals are in place and easy to read.  Employers are also required to develop and maintain a written Chemical Hazard Communication program (WAC 296-800-17005)



# SAFETY TRAINING CLASSES

October 2012

<u>Training Course</u>	<u>Statutory Requirements</u>	<u>Who Needs Training</u>	<u>Required Frequency of Training</u>	<u>Written Safety Program Required?</u>
Bloodborne Pathogens	WAC 296-823-12005	Any employee with an "occupational exposure" to blood	Annual	Yes WAC 296-823-11010
Boom Truck	WAC 296-869-500	Any person who operates the work platform,	Competency Based	No
Confined Space Entry	WAC 296-809 - 400	Any person serving as an Authorized Entrant, Attendant, or Entry Supervisor with regards to a confined space	Competency Based	Yes WAC 296-809-300
Defensive Driving	None	Any employee so designated by the employer	Based on Employer's Desires	No
Emergency Response Awareness and Operations	WAC 296-824-300	Any employee who could conduct "limited action" in a danger area, i.e., a hazardous materials zone. Operations level personnel are those who need to be able to identify risk, use PPE, and perform basic control and containment.	Annual	Yes WAC 296-824-20005
Fall Restraint & Fall Arrest, Ladder Safety	WAC 296-155 Part C1 WAC 296-876-500	Any employee who uses ladders or stairways in the course of employment	Competency Based	Yes - Only if fall exposures of 10 feet or more exist WAC 296-155 Part C-1
Fire Extinguishers	WAC 296-800-30025	Any employee working in an area where there is a fire extinguisher and the employee could reasonably be expected to use it in case of a fire.	Annual	No
First Aid and CPR	WAC 296-800-150	All supervisors and at least one person in every work team (two or more people).	Every Two Years	Yes First Aid Response Plan WAC 296-800-15005
Flagging and Traffic Control	WAC 296-155-305	Any person who works as a Flagger	Every Three Years	No
Forklift Operation	WAC 296-863-600	Any person operating a forklift or other type of powered industrial truck	Every Three Years	No
Hearing Loss and Testing	WAC 296-817-200 WAC 296-17-400	Any employee working in an environment where noise exposure may equal or exceed 85 dBA TWA <sub>8</sub> - Instruction required in addition to testing.	Annual	No - However, employers must document steps taken to minimize exposures
Lockout and Tagout	WAC 296-803-600	Any employee whose duties require him or her to operate or use a machine or equipment which is subject to lockout/tagout; or work in an area where maintenance is being performed on same.	Competency Based	Yes WAC 296-803-20005
Respirator Training and Fit Testing	WAC 296-842-160 WAC 296-842-150	Any employee who wears a respirator in the course of their employment - Instruction required in addition to fit testing	Annual	Yes WAC 296-842-220 Employers must also designate a program administrator and perform medical evaluations
Trenching and Shoring	WAC 296-155-650	Competent person must be on site any time that excavation more than four feet deep is taking place.	Competency Based	No



## AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: November 19, 2012

---

### COUNCIL MEETING

Consent Agenda (Yes ☒ No ☐)

Regular meeting Agenda (Yes ☐ No ☐)

WORKSHOP MEETING (Yes ☐ No ☐)

---

DEPARTMENT: Public Works

AGENDA ITEM TITLE: Surplus of vehicles from the Drug task force

AGENDA ITEM DETAILS/DESCRIPTION: Request Council authorization to surplus the following vehicles:

1) 2002 Buick Century vin# 2G4WS52J921146936 PLATE# 284ZQL

2) 2000 Toyota 4 Runner vin# JT3HM84R6Y0038427 plate# 906VJK

Proceeds from the sale of the vehicles will go the City Police Department Drug task force fund

RECOMMENDED ACTION: authorize surplus of vehicles

DEPARTMENT STAFF/PRESENTERS: Eric Levison, Mitch Lackey

SUPPORTING DOCUMENTS (name):

SUBMITTED BY: Eric Levison

---

#### NOTE:

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\ (your department folder) by same deadline.

## COUNCIL APPOINTMENTS - 2012

Effective January - 2012

### Camas/Washougal Chamber of Commerce Liaison:

Melissa Smith – Liaison  
Steve Hogan - Alternate

### Design Review Committee: Greg Anderson

### Finance Committee:

Don Chaney  
Tim Hazen  
Shannon Turk

### Georgia Pacific Mill Advisory Committee:

Steve Hogan  
Mayor Scott Higgins - Alternate

### Lacamas Lake Restoration Policy Committee: Committee dissolved Shannon Turk

### Library Board Liaison:

Linda Dietzman - Liaison  
Shannon Turk - Alternate

### Mayor Pro-Tem - 1 Year Term:

Linda Dietzman  
(1-year term expires 12/31/12)

### Mosquito Control Board – 2 Year Term:

Linda Dietzman  
(2-year term expires 12/31/12)

### Community Center Development Committee (CCDC):

Shannon Turk - Liaison  
Linda Dietzman – Alternate

### Parks and Recreation Commission Liaison:

Melissa Smith - Liaison  
Tim Hazen - Alternate

### Planning Commission Liaison: Melissa Smith – Liaison Tim Hazen - Alternate

### Shoreline Management Review Committee:

Don Chaney

### Sister City Committee Liaison:

Linda Dietzman - Liaison  
Mayor Scott Higgins - Alternate

### U.C.A.N. Liaison: Vacant

### C-Tran – 2-Year Term:

Connie Jo Freeman, Washougal  
Linda Dietzman - Alternate  
(2-year term expires 12/31/13)

### CDBG:

Mayor Scott Higgins

### CREDC:

Mayor Scott Higgins

### CRESA – Small Cities – 1 Year Term:

Don Chaney, Camas  
(1-year term expires 12/31/12)

### Camas Youth Advisory Council:

Mayor Scott Higgins

### Regional Transportation Council (RTC) 2-Year Term:

2012 Council Appointments  
Page 2

Melissa Smith, Camas  
Jennifer McDaniel, Washougal  
(Alternate)

(2-year term expires 12/31/13)

Lower Columbia Fish Recovery Board:  
Tim Leavitt – Vancouver

Regional Emergency Management  
Group REMG:  
Greg Anderson

Camas-Washougal Economic  
Development Association (CWEDA):  
Mayor Scott Higgins  
Steve Hogan – Alternate  
Lloyd Halverson

Port of Camas-Washougal:  
Don Chaney

Regional Fire Authority Planning  
Committee (established 2/21/12):  
Greg Anderson  
Don Chaney  
Linda Dietzman

East County Ambulance Advisory  
Board:

Greg Anderson - Liaison  
Don Chaney - Alternate

School/City:

Mayor Scott Higgins  
Don Chaney

Downtown Camas Association:

Steve Hogan – Liaison  
Melissa Smith - Alternate

Lodging Tax Advisory Committee:  
Linda Dietzman



## AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: Nov 19, 2012 7:00\_\_

---

### COUNCIL MEETING

Consent Agenda (Yes\_\_ No\_\_ )

Regular meeting Agenda (Yes\_X\_ No\_\_ )

### WORKSHOP MEETING

(Yes\_\_ No\_\_ )

---

### DEPARTMENT:

Finance

### AGENDA ITEM TITLE: (keep the title short and concise)

Public Hearing for levying ad valorem taxes for 2013.

AGENDA ITEM DETAILS/DESCRIPTION: (this area will contain the precise details, description and justification of the agenda item. This is also the area where you will add language about what you plan to present to Council):

The proposed levy for the General Fund is the same amount as the 2012 levy, the EMS levy is \$0.46 per \$1,000 of assessed valuation that the voters approved in August, and the levy for the Unlimited Tax General Obligation Bond Fund is for the debt service requirement for 2013.

RECOMMENDED ACTION: (This is your recommendation to Council. If a motion is needed, this is the language that Council will use to make the motion)

Adopt Ordinance 2663 levying taxes for the General Fund

Adopt Ordinance 2664 levying taxes for Emergency Medical Services

Adopt Ordinance 2665 levying taxes for Unlimited Tax G.O. Bonds

DEPARTMENT STAFF/PRESENTERS: (names of who will be giving the presentation at the meeting; can say there will not be anyone present at the meeting)

Joan Durgin

SUPPORTING DOCUMENTS (name):

SUBMITTED BY: \_\_\_\_\_Joan\_\_\_\_\_

---

### NOTE:

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.

- Place all supporting documents listed above in the G:\AgendaPrep\ (your department folder) by same deadline.

ORDINANCE NO. 2663

AN ORDINANCE levying the ad valorem taxes  
for obligations of the General Fund for fiscal year  
ending December 31, 2013.

WHEREAS, the Council of the City of Camas has met and considered its budget for the  
calendar year 2013, and

WHEREAS, the Council of the City of Camas after hearing and after duly considering all  
relevant evidence and testimony presented, determined that the City of Camas requires a regular  
levy in the amount of \$9,142,198.46 which is equal to the property tax revenue from the previous  
year, and excludes amounts resulting from the addition of new construction and improvements to  
property and any increase in the value of state-assessed property, and amounts authorized by law  
as a result of any annexations that have occurred and refunds made, in order to discharge the  
expected expenses and obligations of the City and in its best interest;

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

SECTION I

No increase or decrease from the previous year in the regular property tax levy is hereby  
authorized for the 2013 levy. This is exclusive of additional revenue resulting from the addition of  
new construction and improvements to property and any increase in the value of state assessed  
property, and any additional amounts resulting from any annexation that have occurred and  
refunds made.

SECTION II

A CERTIFIED BUDGET request or estimate shall be filed with the County Assessor's  
Office, separate from this ordinance. As required by RCW 84.52.020, that filing certifies the total  
amount to be levied by the regular property tax levy. The form for this purpose is titled "Levy  
Certification" and is available through the Assessor's Office. Certification is made in a manner  
prescribed by the County Assessor's Office.

SECTION III

This Ordinance shall take force and be in effect five days from and after its publication according to law.

PASSED by the council and APPROVED by the Mayor this \_\_\_\_ day of November, 2012.

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

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

APPROVED as to form:

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



ORDINANCE NO. 2664

AN ORDINANCE levying the ad valorem taxes  
for obligations of the Emergency Medical Services  
for fiscal year ending December 31, 2013.

WHEREAS, the Council of the City of Camas has met and considered its budget for the  
calendar year 2013, and

WHEREAS, the Council of the City of Camas after hearing and after duly considering all  
relevant evidence and testimony presented, determined that the City of Camas requires a regular  
levy in the amount of \$0.46 per thousand of assessed value, per a vote of the people, election held  
on August 7, 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF  
CAMAS, that the regular property tax levy is hereby authorized for the 2013 levy in the amount of  
\$0.46 per thousand of assessed value.

A CERTIFIED BUDGET request or estimate is filed with the County Assessor's Office  
separate from this ordinance. As required by RCW 84.52.020, that filing certifies the total amount  
to be levied by the regular property tax levy. The form for this purpose is titled "Levy  
Certification" and is available through the Assessor's Office. Certification is made in a manner  
prescribed by the County Assessor's Office.

PASSED by the council and APPROVED by the Mayor this \_\_\_\_ day of November, 2012.

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

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

APPROVED as to form:

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

ORDINANCE NO. 2665

AN ORDINANCE levying the ad valorem taxes  
for the Unlimited Tax General Obligation Bonds for  
fiscal year ending December 31, 2013.

WHEREAS, the Council of the City of Camas has met and considered its budget for the  
calendar year 2013, and

WHEREAS, the Council of the City of Camas after hearing and after duly considering all  
relevant evidence and testimony presented, determined that the City of Camas requires a levy in  
the amount of \$623,361.00, which is a levy on the assessed valuation for the purposes of raising  
funds for payment of bonds and interest for the Unlimited Tax General Obligation Bonds  
authorized by a vote of the electorate of the City of Camas to be paid without limit on the tax levy.

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

SECTION I

A decrease of \$650.00 in the regular property tax levy from the previous year is hereby  
authorized for the 2013 levy.

SECTION II

A CERTIFIED BUDGET request or estimate shall be filed with the County Assessor's  
Office separate from this ordinance. As required by RCW 84.52.020, that filing certifies the total  
amount to be levied by the regular property tax levy. The form for this purpose is titled "Levy  
Certification" and is available through the Assessor's Office. Certification is made in a manner  
prescribed by the County Assessor's Office.

SECTION III

This Ordinance shall take force and be in effect five days from and after its publication  
according to law.

PASSED by the council and APPROVED by the Mayor this \_\_\_\_ day of November, 2012.

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

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

APPROVED as to form:

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



## AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: \_\_\_\_\_

---

### COUNCIL MEETING

Consent Agenda (Yes\_\_ No\_\_ )

Regular meeting Agenda (Yes\_x\_ No\_\_ )

WORKSHOP MEETING (Yes\_\_ No\_\_ )

---

DEPARTMENT: Human Resources

AGENDA ITEM TITLE: (keep the title short and concise)

Resolution requesting Affiliate Membership in the Cowlitz-Wahkiakum Council of Governments (CWCOG)

AGENDA ITEM DETAILS/DESCRIPTION: (this area will contain the precise details, description and justification of the agenda item. This is also the area where you will add language about what you plan to present to Council):

This resolution will allow the City to join the CWCOG as an Affiliate member. This resolution was discussed at the November 5 Council workshop.

RECOMMENDED ACTION: (if needed, this is the language that Council will use to make a motion) Recommend that the Council adopt the resolution

DEPARTMENT STAFF/PRESENTERS: (names of who will be giving the presentation at the meeting; can say there will not be anyone present at the meeting)

Jennifer Gorsuch

SUPPORTING DOCUMENTS (name): CWCOG Resolution

SUBMITTED BY: \_\_\_\_\_

---

### NOTE:

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\ (your department folder) by same deadline.

RESOLUTION NO. 1253

A RESOLUTION authorizing the City of Camas to request affiliate membership in the Cowlitz-Wahkiakum Council of Governments effective January 1, 2013.

WHEREAS, The Cowlitz-Wahkiakum Council of Governments (CWCOG), Kelso, Washington is an association of local governments and other agencies formed pursuant to Chapter 36.64.080 RCW, for the purposes of addressing issues of interest and concern that cross jurisdictional boundaries; with a membership that includes county, city and special purpose district governments and a variety of non-profits organizations; and

WHEREAS, the CWCOG serves its members by providing a regional forum to address issues of mutual interest and concern, develop recommendations and provide a wide variety of technical and contractual services. The CWCOG's mission is to efficiently utilize resources so as to yield long-term benefits that enhance the quality of life for our communities and region; and

WHEREAS, the CWCOG has adopted a membership category known as "Affiliate Member" which is further defined in the CWCOG Articles of Association and is created to allow units of local government outside of its Cowlitz and Wahkiakum County boundaries to participate in one of its programs for a fee determined by the CWCOG board; and

WHEREAS, the CWCOG has established a Medical Insurance Rate Stabilization Program for the purposes of pursuing strategies and activities that are intended to have the effect of ameliorating employee medical insurance rate increases, the details for which are in the document entitled "Interlocal Agreement - CWCOG Medical Insurance Rate Stabilization Pool"; and

WHEREAS, the City of Camas is desirous of pursuing strategies to stabilize employee medical insurance premiums by becoming as Affiliate Member of the CWCOG.

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

I

The City Council of the City of Camas hereby authorizes a request be made for Affiliate Membership in the Cowlitz-Wahkiakum Council of Governments, Kelso, WA, effective the date of January 1, 2013.

ADOPTED at a regular meeting of the Council of the City of Camas this \_\_\_\_ day of  
November, 2012.

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

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

APPROVED as to form:

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



## AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: November 19, 2012

---

### COUNCIL MEETING

Consent Agenda (Yes \_\_\_ No \_\_\_)

Regular meeting Agenda (Yes ☒ No \_\_\_)

WORKSHOP MEETING (Yes \_\_\_ No \_\_\_)

---

DEPARTMENT: Community Development

AGENDA ITEM TITLE: Knights Court Final Plat

AGENDA ITEM DETAILS/DESCRIPTION: Knights Court received preliminary plat approval from the City of Camas Hearings Office as a 12 lot residential subdivision in an MF-24 zone in July of 2012 (File SUB#11-03). The applicant has submitted an application and Final plat to the City of Camas for approval in accordance with the Camas Municipal Code. Please see Staff Report.

RECOMMENDED ACTION: **Approve the Knights Court Final Plat (File #FP 12-02) as submitted.**

### DEPARTMENT STAFF/PRESENTERS:

Phil Bourquin

### SUPPORTING DOCUMENTS (name):

Final Plat Staff Report Knights Court  
Knight Court Plat Drawing

SUBMITTED BY: Phil Bourquin, Community Development director

---



**Staff Report for Final Plat Approval  
Knights Court  
(File No. FP12-02, Related File: SUB11-03)  
November 13, 2012**

TO: Mayor Higgins  
City Council

LOCATION: Tax parcel #126047-000 is zoned MF-24. The parcel is near the intersection of NW Lorenz Street and NW Pacific Rim Drive. Also described as the Southwest quarter Section 5, Township 1 North, Range 3 East, Willamette Meridian (WM).

OWNER: Glavin Development  
3809 SE 189<sup>th</sup> Ave.  
Vancouver, WA 98683

CONTACT: Landerholm Law Firm

APPLICABLE Camas Municipal Code Chapters (CMC): Section 17.21 Procedures for Public  
LAW: Improvements, Chapter 18.55—Procedure, and Revised Code of Washington Chapter 58.17.

**BACKGROUND INFORMATION**

Proposed Lots:

- 12 Lots (detached housing)

Acreages/Areas:

- Total site area: 3.06 acres

The preliminary plat approval for Knights Court (file #SUB11-03) was issued on July 20, 2012, with the following conditions of approval. The chart below provides a quick summary of whether the development has complied with those conditions.

Preliminary Plat Conditions of Approval		Findings
<b>Engineering</b>		
1.	Final as-built construction drawing submittals shall meet the requirements of the Camas Design Standards Manual.	Complies
2.	The applicant shall complete all approved site improvements and design review requirements associated with SPRV06-02 and DR06-01 prior to issuance of any building permits.	Complies
3.	The final plat shall include appropriate easements over the public portion of the gravity sanitary sewer system and over the public water system.	Complies
4.	The applicant shall form a Home Owners Association or other acceptable mechanism for the perpetual maintenance of all privately owned improvements including the stormwater collection and detention system, landscaping and fencing improvements along NW Pacific Rim Blvd., the private roadway tract, the private street lighting system, individual private 2" diameter sanitary sewer laterals located within the private roadway tract serving lots 2 – 11 and the private off street parking area.	Complies
5.	The applicant shall note the requirement of a minimum 18 foot garage front setback from the curb line for lots 5 through 12 and a minimum 18 foot garage front setback	Complies

from the back of the sidewalk for lots 1 through 4. A note shall be placed on the face of the final plat to this effect.	
6. Acceptable parking enforcement provisions shall be incorporated within a private covenant and recorded with the final plat.	Complies
7. The applicant shall install a minimum of one street tree per lot for a total of 12 trees. The trees shall be a minimum of 2-inch diameter at breast height. The trees shall be installed prior to final occupancy approval of the dwelling on the abutting lot.	Will comply as required with building permit.
<b>Planning Department</b>	
8. The applicant shall record a conservation covenant for the wetland and its buffer area in a form approved by the City in accordance with CMC§16.53.040(C)(3).	Complies
9. The applicant shall submit a Final Mitigation Plan in accordance with CMC§16.53.050(E)(3) and CMC§16.53.050(I), for acceptance prior to final plat approval.	Updated letter accepted.
10. The applicant shall install mitigation measures as approved within the Final Mitigation Plan <u>prior to</u> Final Plat approval, and specifically the following:	
a. Prior to any earthwork on individual lots, construction fencing shall be in place around the wetland buffer. The protective fencing shall remain in place until final occupancy permits are issued.	Will comply as required with building permit.
b. Install permanent signage along the boundary of the wetland buffer that reads, <i>"Wetland buffer area – Leave in its natural state. It is illegal to cut, prune, or mow in this area. Call the City of Camas for Information."</i> Signs must be permanently maintained along this boundary. If violations occur, the City may require continuous fencing to be installed at that time.	Complies
c. Remove invasive species and install plantings as directed within the approved Final Mitigation plan.	Complies
d. Provide financial surety for mitigation that is equal to 110% the replacement cost, which shall include installation, monitoring and maintenance for a period of five years pursuant to CMC§16.53.050(J)(2)(b).	Complies
11. The applicant shall modify the rear setbacks of Lots 1, 2, 3, and 4, to 20-feet in conformance with CMC§17.19.030(D)(6), and the side lot line of Lot 5 to 15-feet in order for the building envelope to lie outside of the utility easement.	Complies
12. The applicant shall modify the side yard setbacks of Lots 4, 9 and 12 as interior lots in conformance with CMC§17.19.030(D)(8).	Complies
13. The lots on this site may be developed with single-family detached homes subject to the dimensional standards set out in the "MF-24 Attached" column of CMC§18.09.050.	Complies
14. The applicant may install a single sales trailer or sales office within a residence for the purposes of selling lots in accordance with CMC§18.07.040 Table 2 (Note 4). Installation of a sales trailer or sales office must be approved by the Building Department. The sales office or trailer must be removed after nine lots are sold.	None proposed at this time.
15. Prior to final plat approval, the applicant shall install a fence along the south boundary of the site that is substantially similar to the existing fence within the Stoneleaf development, unless the City approves an alternate design.	Complies
<b>Fire Department</b>	
16. All homes within this subdivision shall have automatic fire sprinkler systems designed and installed in accordance with NFPA 13D or 13R.	Will comply as required.



**Final Plat Criteria for Approval (CMC 17.21.060-C)**

1. That the proposed final plat bears the required certificates and statements of approval;
2. That the title insurance report furnished by the developer/owner confirms the title of the land, and the proposed subdivision is vested in the name of the owner(s) whose signature(s) appears on the plat certificate;
3. That the facilities and improvements required to be provided by the developer/owner have been completed or, alternatively, that the developer/owner has submitted with the proposed final plat an improvement bond or other security in conformance with CMC 17.21.040;
4. That the plat is certified as accurate by the land surveyor responsible for the plat;
5. That the plat is in substantial conformance with the approved preliminary plat; and
6. That the plat meets the requirements of Chapter 58.17 RCW and other applicable state and local laws which were in effect at the time of preliminary plat approval.

**Findings:** The submitted plat meets the requirements of CMC 17.21.060-C, is consistent with the preliminary plat conditions of approval (file #SUB11-03), and with the applicable state and local regulations.

**STAFF RECOMMENDATION**

APPROVE the final plat of Knights Court (file #FP12-02) as submitted.

"KNIGHTS COURT"  
SUBDIVISION  
IN A PORTION OF  
THE NE 1/4 OF THE SW 1/4  
OF SECTION 5,  
T. 1 N., R. 3 E., W.M.,  
CITY OF CAMAS  
CLARK COUNTY, WASHINGTON

MAYOR, CITY OF CAMAS \_\_\_\_\_ DATE \_\_\_\_\_  
**ATTEST**

PUBLIC WORKS DIRECTOR  
APPROVED BY:

**CITY COMMUNITY DEVELOPMENT**  
APPROVED BY:

**CITY FIRE CHIEF**  
APPROVED BY:

**AUDITOR'S CERTIFICATE:**  
FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

CLARK COUNTY ASSESSOR:

THIS PLAT MEETS THE REQUIREMENTS OF R.C.W. 50.12.170. LANS OF  
WASHINGTON, TO BE KNOWN AS "BOUGHTS COULBI"  
SUBMISSION PLAT NO. 548 11-03  
IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THIS PLAT AS SHOWN IS A TRUE RETURN FROM THE FIELD AND THAT THE DELINEATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NYLE P. FEEDER, PROFESSIONAL LAND SURVEYOR, FLS NO. 41032

**UTILITY AND SIDEWALK EASEMENT:**

AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTERIOR SIX (6) FEET AT THE FRONT BOUNDARY LINES OF ALL LOTS FOR THE INSTALLATION, CONSTRUCTION, REPAIRING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV CABLE, WATER AND SANITARY SEWER SERVICES. ALSO A SIDEWALK EASEMENT AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS UPON THE EXTERIOR SIX (6) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS ADJACENT TO PUBLIC STREETS.

DATE:	9-24-02
SCALE:	1" = 30'
JOB NO.:	11-013
CALC BY:	KPF
DRAWN BY:	GLE
CHECKED BY:	KPP

SHEET 1 OF 1

# KPF

SURVEYING, INC.

1514 N.E. 26TH AVE. CAMAS, WA 98607

360-834-0174 FAX: 360-835-0155

5. A HOMEOWNERS ASSOCIATION, PRIVATE MAINTENANCE COVENANT, OR OTHER ACCEPTABLE MECHANISM WILL BE REQUIRED FOR THE ONGOING MAINTENANCE OF THE FOLLOWING: STORM WATER FACILITY AND ASSOCIATED LANDSCAPING; PRIVATE STREETS; PRIVATE GRASSER SEWER LINES; FENCING AND LANDSCAPING ALONG PACIFIC RIM BOULEVARD; PRIVATE STREET LIGHTS; THE WETLAND AREAS; AND OTHER PRIVATE FACILITIES. COPIES OF THE C.C. & R.'S OR PRIVATE MAINTENANCE AGREEMENTS SHALL BE SUBMITTED AND ON FILE WITH THE CITY OF CANAS.

2. THE WETLAND AND ITS BUFFER AREA SHALL REMAIN IN ITS NATURAL STATE, UNLESS OTHERWISE APPROVED BY THE CITY. THE WETLAND SHALL BE MAINTAINED IN ACCORDANCE WITH THE MITIGATION PLAN RECORDED UNDER DECLARATION OF COVENANT #4907215, AND REMOVAL OF INVASIVE SPECIES SHALL BE CONDUCTED ANNUALLY BY HAND OR AS ADVISED IN THE MITIGATION PLAN.

3. AT THE TIME OF HOME CONSTRUCTION LOTS 2 THROUGH 11 WILL BE REQUIRED TO INSTALL PRIVATELY OWNED AND MAINTAINED GRINDER SANITARY SEWER PUMP SYSTEMS.

4. MINIMUM GARAGE FRONT SETBACK FOR LOTS 1 THROUGH 4 SHALL BE 18 FEET FROM THE BACK OF SIDEWALK.

5. MINIMUM GARAGE FRONT SETBACK FOR LOTS 3 THROUGH 12 SHALL BE 18 FEET FROM THE CURB LINE.

6. AUTOMATIC FIRE SPRINKLER SYSTEMS DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 13D OR 13R ARE REQUIRED IN ALL RESIDENTIAL STRUCTURES.

7. ILLEGALLY PARKED VEHICLES MAY BE SUBJECT TO TOWING OR OTHER PRIVATE PARKING ENFORCEMENT MEASURES IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN THE MCA DOCUMENTS.

B. A FIRE OCCUPANCY PERMIT FOR ANY LOT WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTIL ALL SUBDIVISION IMPROVEMENTS ARE COMPLETED AND ACCEPTED BY THE CITY OF CAJAL.

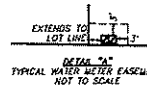
9. THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, SCHOOL IMPACT FEES AND PARK/OPEN SPACE IMPACT FEES. EACH NEW DWELLING WILL BE SUBJECT TO THE PAYMENT OF APPROPRIATE IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE.

10. STREET TREES MUST BE INSTALLED PRIOR TO FINAL OCCUPANCY APPROVAL ON THE ADJUTING LOT.

11. TRACT "A" IS AN UTILITY EASEMENT GRANTED TO THE CITY OF CAMAS.  
TRACT "A" ALSO TO SERVE AS AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES FOR  
"KNIGHTS COURT" SUBDIVISION.

XPF SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUESCENCE, ESTOPPEL, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A FINE SECOND THEODOLITE AND AN ELECTRONIC DISTANCE MEASURING UNIT. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-000. ALL CORNERS NOTED AS FOUND WERE VISITED ON 6-28-11.



LAND HISTORY:

TOTAL ACREAGE: 3.00 ACRE  
TOTAL DEVELOPED ACREAGE: 1.08 ACRE (EXCLUDES TRACTS B, C AND D.)  
TOTAL LOT AREA: 0.87 ACRE (INCLUDES LOTS 1-12)  
TOTAL INFRASTRUCTURE ACREAGE: 0.21 ACRE (INCLUDES TRACT B)  
TOTAL TRACT AREA: 0.21 ACRE (INCLUDES TRACT A)  
TOTAL CRITICAL AREAS: 1.71 ACRE (INCLUDES TRACTS C AND D)  
TOTAL RECREATION AREA: 0 ACRE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH. LENG.
C1	76.85	25.00	61°24'48"	558.02'21"	28.58
C2	45.55	29.00	50°00'00"	446°11'24"	41.01
C3	30.76	29.00	41°00'33"	319°19'02"	30.32
C4	22.02	33.00	33°46'45"	282°10'23"	21.97
C5	22.18	70.00	18°03'46"	179°43'52"	22.10
C6	21.84	70.00	17°53'24"	181°42'19"	21.74

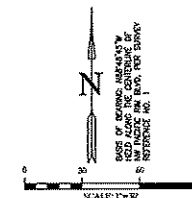
#### SURVEY REFERENCES

- 1) STONELEAF CONDOMINIUM PHASE 1<sup>st</sup>, BOOK 700, PAGE 55
- 2) SPOSITO SURVEY, BOOK 20, PAGE 25
- 3) THE TERRACE AT FISHER'S LANDING PLANNING UNIT 1, PHASE 3<sup>rd</sup>, BOOK 310, PAGE 740.

**LEGEND**

- \* INDICATES FOUND 1/2" GRN ROD PER SURVEY REFERENCE NO. 1 (WELD)
- o INDICATES CALCULATED POSITION AS NOTED
- ④ INDICATES 1/2" x 24" BON ROD WITH FEEDER 41023 CAP SET
- W ROD NAILS WITH BRASS WASHER ASCORDED FEEDER 41032 ARE SET AT THE EXTENSION OF ALL LOT LINES IN THE CURB FOR THE PURPOSE OF LINE NOT DISTANCE.
- ( ) INDICATES RECORD INFORMATION
- AFB INDICATES AUDITORS' FILE NUMBER

--- -- -- -- -- INDICATES STORM EASEMENT  
 - - - - - INDICATES PUBLIC UTILITY EASEMENT  
 --- -- -- -- -- INDICATES SETBACK LINE  
 - - - - - INDICATES WETLAND  
 - - - - - INDICATES WETLAND BUFFER





## AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: 11/19/2012\_\_\_\_\_

---

### COUNCIL MEETING

Consent Agenda (Yes\_x\_ No\_\_ )  
Regular meeting Agenda (Yes\_x\_ No\_\_ )

WORKSHOP MEETING (Yes\_\_ No\_x\_ )

---

### DEPARTMENT:

FIRE DEPARTMENT

### AGENDA ITEM TITLE:

Three Party Agreement

### AGENDA ITEM DETAILS/DESCRIPTION:

The "Three Party Agreement" that provides for the continued ambulance service of Camas, Washougal, and East County Fire and Rescue (ECFR), expires on 12/31/12. The renewal of this ILA was presented at workshop on 11/5/12 with no opposition.

### RECOMMENDED ACTION:

Approve the new Three Party Agreement as written

### DEPARTMENT STAFF/PRESENTERS:

Nick Swinhart, Fire Chief

### SUPPORTING DOCUMENTS (name):

None

SUBMITTED BY: \_\_Nick Swinhart\_\_\_\_\_

---

### NOTE:

- EMAIL "Agenda Item Submittal Form" to agendaprep email in WORD .doc format by 5:00pm on Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\your department folder by same deadline.

## **SERVICE AGREEMENT**

AGREEMENT made this day by and between EAST COUNTY FIRE and RESCUE, the CITY OF WASHOUGAL, and the CITY OF CAMAS, hereinafter referred to as "Taxing Districts",

### **WITNESSETH**

WHEREAS, the parties hereto entered into an agreement in 2006 for the provision, funding and administration of a Washington State licensed Advanced Life Support (ALS) Emergency Medical Transport Services Program within their respective Taxing Districts, which agreement expires at the end of 2012, and

WHEREAS, the parties hereto desire to continue to provide a Washington State licensed Advanced Life Support (ALS) Emergency Medical Transport Services Program within their respective Taxing Districts, and

WHEREAS, the parties hereto desire to continue to provide for administration of said ALS Emergency Medical Care and Services Program, and

WHEREAS, each of said Taxing Districts has obtained funding for such a program by means of an Emergency Medical Care Property Tax Levy as provided for by RCW 84.52.069, and

WHEREAS, Camas renewed its levy beginning in 2013 at a new rate of forty-six cents (\$.46) per one thousand dollars (\$1,000.00) of the assessed valuation of property, and

WHEREAS, ECFR's current levy of thirty-five cents (\$.35) per one thousand dollars (\$1,000.00) of the assessed valuation of property expires at the end of 2014, and

WHEREAS, Washougal's current levy of fifty cents (\$.50) per one thousand dollars (\$1,000.00) of the assessed valuation of property expires at the end of 2016, and

WHEREAS, Camas and Washougal are engaged in a trial consolidation of complete Fire and Emergency Medical services in which the entirety of the related resources and expenditures for the consolidated department are mutually available, and

WHEREAS, Camas and Washougal are currently undertaking a Regional Fire Authority planning process which is anticipated to be concluded sometime in 2014, and

WHEREAS, it is desired to extend the current agreement for the provision, funding and administration of a Washington State licensed Advanced Life Support (ALS) Emergency Medical Transport Services Program through the end of 2014, at which time such agreement will necessarily be renewed and amended to reflect the outcome of the consolidation and Regional Fire Authority planning processes,

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

Section 1.     EMERGENCY MEDICAL SERVICE:

On and after January 1, 2013 through December 31, 2014 the City of Camas shall furnish emergency medical rescue and licensed ALS ambulance transport service to all parties within the boundaries of the Taxing Districts, which are parties to this Service Agreement. The City of Camas shall administer this contract, including employment of personnel required to perform such ALS Emergency Medical Transport Services and provide the transportation equipment; provide EMS training as required by Washington Department of Health; and provide all supplies required for such emergency services. No new separate legal or administrative entity shall be created to administer the provisions of this agreement.

Section 2.      **ADVISORY BOARD:**

An Advisory Board is hereby created in which all Taxing Districts that are parties to this Service Agreement shall be represented by two (2) members consisting of each Taxing District's Fire Chief, or designee, and one (1) member of its legislative body. The Board shall adopt bylaws for the administration of said body, and a written copy thereof shall be provided to each Taxing District. Unless otherwise designated, all meetings of the board shall be held at the City of Camas. Regular meetings shall be held four times per year. Special meetings may be requested by any Taxing District upon timely notice to the Camas Fire Chief specifying the requested meeting date and the intended agenda for the meeting.

Said Advisory Board shall recommend and formulate written guidelines regarding fee rates, level of ambulance services, support of Taxing District medical first response programs, and for improving and coordinating said service throughout the respective districts.

Section 3.      **CONTRIBUTED FUNDS:**

A.      In consideration of the services to be rendered by the City of Camas pursuant to this Service Agreement, each Taxing District shall pay to the City of Camas each year during the term of this Service Agreement all or a portion of the proceeds of their EMS or regular property tax levies as specifically described below. The obligation of each Taxing District is contingent on the other Taxing Districts' obtaining all necessary voter approvals for their contributions.

The City of Camas shall contribute an amount equal to the proceeds of their respective EMS levy at a rate of forty-six cents (\$0.46) per one thousand dollars (\$1,000.00) of the assessed valuation of property in the applicable Taxing District as collected, as limited by Chap. 84.55 RCW (generally limiting annual increases in the total dollar amount of the levy to one percent, adjusted for new construction and other exceptions). East County Fire and Rescue, shall

contribute an amount equal to a rate of thirty-five cents (\$0.35) per one thousand dollars (\$1,000) of the assessed valuation of property in the applicable Taxing District as collected. The City of Washougal, shall contribute an amount equal to an equivalent rate of thirty-five cents (\$0.35) per one thousand dollars (\$1,000) of the assessed valuation of property in the applicable Taxing District as collected. In the event that the agreement between Camas and Washougal for consolidation of Fire and Emergency Medical services is no longer operative, the terms of this agreement pertaining to Camas and Washougal will be renegotiated.

It is acknowledged by the parties hereto that the financial terms of this agreement will be subject to renegotiation to reflect the outcome of the Camas and Washougal Regional Fire Authority Planning Committee process.

B. East County Fire and Rescue shall make such arrangement and do such other things as may be necessary so that the Clark County Treasurer's Office shall remit all funds collected pursuant to the Emergency Medical Care and Services levies in each district directly to the City of Camas. The City of Washougal shall remit EMS levy and regular property taxes due under this agreement to the City of Camas within 10 business days after the City of Washougal's receipt of these taxes. The City of Washougal shall include with each payment to the City of Camas a copy of the remittance form received by the City of Washougal in connection with such taxes.

C. The City of Camas agrees that all funds received pursuant to this Service Agreement shall be deposited in the City of Camas Emergency Rescue Fund and shall be used only for the provision of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, administrative costs, and related equipment,

supplies, vehicles and structures needed for the provision of emergency medical care or emergency medical service.

Section 4.     OWNERSHIP OF PROPERTY: All equipment and supplies purchased by the City of Camas for purposes or performing its obligations under this agreement shall be owned by the City of Camas. Upon termination of this agreement by any Taxing District, however, such equipment and supplies held by the terminating party shall be the property of and remain with the terminating party at the time of termination. In the event of dissolution of the emergency medical rescue and licensed ALS ambulance transport service created by this agreement, assets purchased by the City of Camas with Emergency Rescue funds shall be distributed consistent with a process decided by the Advisory Board and approved by the legislative bodies of each Taxing District at the time of dissolution.

Section 5.     RATES: Notwithstanding the provisions in Section 3 hereof requiring financial contributions from the listed Taxing Districts, the City of Camas shall be allowed to charge for services to be rendered hereunder as per the prevailing rates established by resolution adopted by the Camas City Council from time to time. Any increases or adjustments to said rates shall be reviewed and approved by a majority of the members of the afore described Advisory Board for consistency with established rate guidelines prior to adoption by Camas City Council resolution.

Section 6.     HOLD HARMLESS AND INSURANCE: The City of Camas shall defend, indemnify and hold the Taxing Districts, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Taxing Districts. The City of Camas further



agrees to maintain during the term of this agreement liability insurance in an amount as provided for in the WCIA Joint Protection Program (currently \$15,000,000 maximum per claim), protecting itself, its officers and employees, and the Taxing Districts, their officers and employees, from claims of all persons for damages arising out of negligence by the City of Camas, its officers and employees, in the providing of emergency medical services pursuant to this agreement.

Section 7.     TERM: Unless earlier terminated pursuant to Section 9, this agreement shall commence on January 1, 2013, and terminate on December 31, 2014. At that time, if this agreement is not renewed all obligations of all parties to this agreement shall cease. All funds remain in the City of Camas Emergency Rescue Fund as of December 31, 2014 shall be expended only for ambulance and emergency aid services.

Section 8.     SEVERABILITY: If any section or part of this Service Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Service Agreement.

Section 9.     TERMINATION: Any party to this Service Agreement may terminate their participation in the Service Agreement by delivering a written notice of termination not less than six (6) months in advance of the desired termination date and by specifying in that notice both the fact of and the reason for that termination. The Taxing District terminating their contractual relationship shall continue to contribute funds in accordance with Section 3 of this agreement until the desired termination date. All funds so contributed shall be expended only for ambulance and emergency aid services. Termination by one party shall not affect the contractual status of the other parties. This Service Agreement may be terminated at any time on unanimous written agreement of all parties to this agreement.

Section 10.    AGREEMENT ON FILE: This agreement shall be filed with the City Clerks of the cities of Camas and Washougal, with the chief administrative officer of each fire protection district, with the Clark County Auditor, and with the State of Washington.

DATED this \_\_\_\_ day of \_\_\_\_\_,2012.

EAST COUNTY FIRE AND RESCUE

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

Attest: \_\_\_\_\_  
Secretary

DATED this \_\_\_\_ day of \_\_\_\_\_,2012.

CITY OF CAMAS

By: \_\_\_\_\_  
Mayor S Higgins

Attest: \_\_\_\_\_  
Clerk

DATED this \_\_\_\_ day of \_\_\_\_\_,2012.

CITY OF WASHOUGAL

By: \_\_\_\_\_  
Mayor S Guard

Attest: \_\_\_\_\_  
Clerk