

RESOLUTION NO. 971

A RESOLUTION transferring the sum of \$419,849.00 from the Growth Management Act Capital Projects Fund to the General Fund.

WHEREAS, in July of 2000, the City purchased from Camas Moose Lodge No. 1042 for the sum of \$679,849.19 real property located on the southeast shore of Lacamas Lake, and

WHEREAS, the site, which was purchased for park and open space uses, is adjacent to Camas Heritage Park and Boat Launch, and is part of the overall Lacamas Lake, Round Lake and Fallen Leaf Lake recreation area, and

WHEREAS, the site acquisition was consistent with the Camas Comprehensive Parks, Openspace and Recreation Plan, and with the parks and openspace element of the Comprehensive Plan, and

WHEREAS, at the time of acquisition, the site qualified for funding from the Growth Management Act Capital Projects Fund, and specifically from parks and openspace impact fees and real estate excise tax proceeds, and

WHEREAS, the \$679,849.19 purchase price was paid with a grant from Clark County of \$260,000.00, and the balance with monies from the City General Fund, and

WHEREAS, due to current economic conditions, there is a shortage in the General Fund, and the City Council desires to reimburse the General Fund in the amount of \$419,849.19 from the Growth Management Act Capital Projects Fund, and

WHEREAS, there are sufficient real estate excise tax proceeds in the Growth Management Act Capital Projects Fund to reimburse the General Fund for such acquisition,

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

Section I


There is hereby transferred from the Growth Management Capital Projects Fund to the General Fund the sum of \$419,849.00 which is reimbursement for the General Fund proceeds used to acquire the Moose Lodge property on the southeast shore of Lacamas Lake.

ADOPTED by the Council at a regular meeting this 22nd day of ~~October~~ September, 2003.

SIGNED: 
Mayor Pro-Tem

ATTEST: 
Clerk

APPROVED as to form:


City Attorney

Delmar

CLARK COUNTY

COMMISSIONERS' OFFICE

MEMORANDUM

To: Joan A. Durgin, Clerk – City of Camas
From: Tina Redline, Deputy Clerk of the Board
Date: July 5, 2000
Re: SR 183-00

Enclosed are three (3) original copies of an Interlocal Agreement approved by the Board July 5, 2000.

These documents need the signature of Dean Dossett, Mayor, Roger Knapp, City Attorney and you to be complete. After obtaining the signatures, please retain one copy for your records and forward two original copies to my attention at Clark County Commissioners, P.O. Box 5000, Vancouver, Washington 98666. Please call me at 397-2232 ext. 4978 if you have any questions. Thank you.

From the desk of
Tina Redline
Deputy Clerk of the Board
Clark County Commissioners

PK 00-52

INTERLOCAL AGREEMENT

between the

COUNTY OF CLARK, STATE OF WASHINGTON

and the

CITY OF CAMAS, STATE OF WASHINGTON

for

COOPERATIVE LAND ACQUISITION

of

PARKS AND RECREATION PROPERTY

In accordance with the Interlocal Cooperation Act (RCW, Ch. 39.34), the County of Clark, State of Washington, hereinafter the "County", and the City of Camas, a Washington municipal corporation hereinafter the "City", in consideration of the covenants, and agreement hereinafter mentioned, to be made and performed by the Parties, do covenant and agree as follows:

ARTICLE 1 BACKGROUND

1. The County, consistent with the documents adopted by the Board of Clark County Commissioners, plans, acquires and develops parks and open spaces throughout the unincorporated areas of Clark County to meet community needs for recreational open space.
2. The City, consistent with documents adopted by the Camas City Council, plans, acquires and develops parks and open spaces throughout the Camas urban area to meet local community needs for recreational open space.
3. Clark County has acquired and developed Lacamas Park, a regional park located on the east side of State Route 500. Clark County has also acquired a trail easement for the Lacamas Heritage Trail, located on the west side of Lacamas Creek, south of Goodwin Road. The County is currently developing the trail and a trailhead to be located at Goodwin Road, with the intent of deeding the easement and improvements over to the City of Camas upon completion.
4. The City of Camas has also acquired a portion of the Lacamas Heritage Trail easement and developed the southern portion of the trail. The City, utilizing the County's Conservation Future's program, has acquired significant acreage around Fallen Leaf (formerly Dead Lake) and is continuing acquisition efforts in the vicinity with the intent of providing additional open space and developable recreational park space.
5. Through the collective efforts of Clark County, the City of Camas and local visionary private property owners, the Lacamas Lake, Round Lake and lower Lacamas Creek area now provides significant opportunities for regional and local outdoor recreational needs. These efforts have resulted in significant public ownership in the area, preserving public access to unique natural areas.
6. To further the ongoing efforts to acquire and develop significant park and open space land within the Urban Growth Boundary, to provide for a critical link between the existing Lacamas Heritage Trail and Lacamas Park, and to provide much needed waterfront public access, the City of Camas has negotiated the acquisition of a key parcel of land located on the south shore of Lacamas Lake. With the cooperation and foresight of the Camas Moose Lodge, the City of Camas has negotiated the acquisition of the Camas Moose Lodge property, located at 227 N.E. Lake Road. The 4.84 acre site is located on the south shore of Lacamas Lake, and upon the vacancy by the Moose Lodge, the property will be managed and maintained by the City of Camas. Specifics of the future recreational use of the site will be determined through

a master planning effort to be undertaken by the City of Camas. Acquisition of this property represents a unique opportunity for the County to continue to participate in the acquisition of key properties in and around the Lacamas Lake Area that will provide for distinct and invaluable recreational opportunities for all the citizens of Clark County.

ARTICLE II PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the conditions under which the County will participate financially in the acquisition of the Moose Lodge property, and the County's expectations regarding future public use of the property.

ARTICLE III DURATION OF AGREEMENT

This Agreement shall remain in effect for the duration of the City of Camas ownership of the subject property, unless the parties mutually agreed to modify the agreement in writing.

ARTICLE IV EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective upon adoption by the Board of Clark County Commissioners and the Council of the City of Camas.

ARTICLE V TERMS AND CONDITIONS OF INTERLOCAL AGREEMENT

The following terms and conditions shall apply to the subject parties:

1. Clark County will contribute a total sum of \$260,000 for the acquisition of the Camas Moose Lodge property, described as parcel #090805-000, located in the northwest quarter of Section 2, Township 1 North, Range 3 East, of the Willamette Meridian; provided, however, legal ownership of the property shall vest in the City of Camas.
2. The County will provide the sum of \$260,000 at closing. The City of Camas shall notify Clark County of the intended date of closing no less than 15 days prior to closing so that the County has adequate time to prepare a warrant for the sum.
3. The City of Camas will be responsible for all activities to complete the subject transaction, and all costs incidental to the completion of the transaction. The contribution by Clark County shall total no more than the \$260,000 amount that has been agreed upon.
4. The City of Camas shall complete the subject real property acquisition in a timely manner.

5. Once developed, the property shall be kept open for public use at reasonable hours and times of year. Clark County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired and the existence of leaseback or other agreements that might properly limit public access.
6. The property shall be open for use of all segments of the public without restriction because of race, creed, color, sex, religion, national origin or residence of the user.
7. User or other types of fees may be charged for use of the subject site and its improvements, both current and future, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the region for the particular activity involved.
8. On-site improvements shall be maintained in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage public use.
9. The City of Camas should operate and maintain the property in accordance with all applicable federal, state and local laws and regulations.
10. Should the subject property cease to be maintained for public recreational usage, the City of Camas shall, prior to such cessation, provide a like property with equal or greater recreational value for public use.

ARTICLE VI REMEDIES

In the event that the City of Camas fails to comply with any or all of its obligations under this agreement, Clark County will stipulate that specific performance be the remedy preferred by them.

The remedy of specific performance will not be the only remedy available to the County. Clark County may choose to exercise any and all other remedies available to it by law, together with, or as an alternative to, specific performance, at the county's option.

ARTICLE VII LIABILITY

1. Each Party to this Agreement shall assume responsibility for being appropriately self-insured or providing adequate liability insurance related to the responsibilities and activities of that party.
2. In the event of any inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by given precedence in the following order:
 - a) Applicable federal and state agency statutes, regulations or policies.

b) The terms and conditions of this Agreement.

ARTICLE VIII INTERPRETATION

This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Washington. Venue shall be Clark County, Washington.

ARTICLE IX AMENDMENTS/MODIFICATION

The provisions of this Agreement may be amended only upon the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

ARTICLE X TERMINATION

This Agreement may be terminated only upon the mutual agreement of the Parties.

ARTICLE XI INDEMNIFICATION

1. The City of Camas shall indemnify and hold harmless Clark County, Washington, its officers, agents, and employees; or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of ownership and/or purchase of the property.
2. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided, that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgement is rendered against the County, its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

ARTICLE XII ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

ARTICLE XIII
RATIFICATION

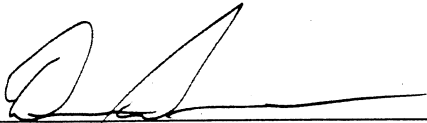
Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

ARTICLE XIV
SEVERABILITY

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

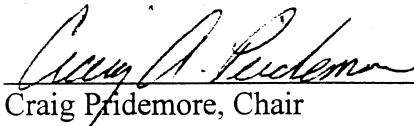
IN WITNESS THEREOF, The City and ^{Clark County} ~~the School District~~ have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 5 day of July, 2000.

CITY OF CAMAS, WASHINGTON

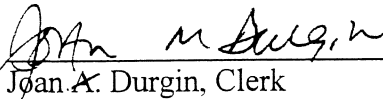


Dean Dossett, Mayor

CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

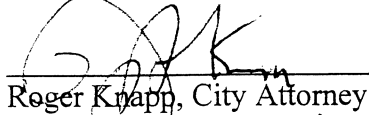


Craig Pridemore, Chair



Joan A. Durgin, Clerk

Betty Sue Morris, Commissioner



Roger Knapp, City Attorney

Judie Stanton, Commissioner

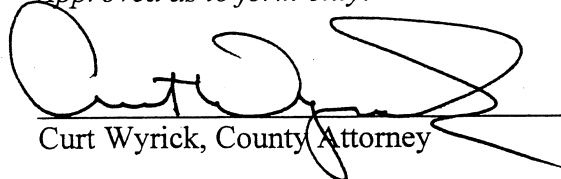
Approved as to form only

Attest:



Lavinia Richards
Clerk of the Board

Approved as to form only:



Curt Wyrick, County Attorney

EXHIBIT "A"

SUPPLEMENTAL APPROPRIATION/BUDGET TRANSFER

CONTROL NO. _____
 DEPT./DIVISION 0001 305
 TC "JB" BATCH # _____

DATE 6/29/00
 RESOLUTION # _____
 BUDGET BIENNIUM 1999/2000

Fund	Prog	Dept	Basub	Ele	Obj	W/O	Obj Code-Description	Current Budget Amount	Proposed Budget Amount	Exp Inc/Rev Dec (DR)	Rev Inc/Exp Dec (CR)
0001	000	000	308	000	000		Beginning Fund Balance				260,000
0001	000	306	519	190	510		Intergovernmental Service			260,000	
Total										\$260,000	\$260,000

Prepared by _____
 Entered by _____

ORIGINAL COPY

REQUEST FOR ITEMS ON COUNCIL AGENDA:

PLEASE HAVE THE FOLLOWING ITEM OR SUBJECT ON THE COUNCIL AGENDA FOR COUNCIL MEETING – JULY 10, 2000:

- An Ordinance appropriating \$680,000 from the General Fund to pay for acquisition of the Moose Lodge property.

260
\$420

OTHER RECOMMENDATION FOR ACTION:

- Recommend passage of the ordinance.

JUSTIFICATION FOR DEPARTMENTAL RECOMMENDATION:

- This provides General Fund appropriation to support this important property purchase.

I/We will/will not be present at the Council meeting to give an oral presentation.

Information explaining the above subject and/or recommendation is attached.


(signed)

ORDINANCE NO. _____

AN ORDINANCE appropriating \$680,000.00 from the General Fund to pay for the acquisition of the Moose Lodge property, and amending the Budget for the Year 2000 to provide for such expenditure.

WHEREAS, the City desires to purchase certain real property owned by Camas Lodge No. 1042, Loyal Order of Moose, and

WHEREAS, the City and the Moose Lodge have negotiated a purchase price of \$680,000.00, and

WHEREAS, Clark County will assist with some of the funding of the purchase price by contributing \$260,000.00, which contribution will be shown as grant revenues in the City's general ledger, and

WHEREAS, there are sufficient unappropriated funds in the General Fund for the payment of the purchase price,

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

Section I

The sum of \$680,000.00 is hereby appropriated from the General Fund to purchase certain real property from the Camas Moose Lodge, and is allocated as follows:

<u>Line Item</u>	<u>Account No.</u>	<u>Amount</u>
Land	001 18 594 800 61	\$680,000.00

Section II

Ordinance No. 2247 and the Budget for the City of Camas for the Year 2000 are amended to provide for the aforesated expenditure.

Section III

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

PASSED by the Council and APPROVED by the Mayor this _____ day of July, 2000.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

REQUEST FOR ITEMS ON COUNCIL AGENDA:

PLEASE HAVE THE FOLLOWING ITEM OR SUBJECT ON THE COUNCIL AGENDA FOR COUNCIL MEETING – JULY 10, 2000:

- Authorize the Mayor to sign an Interlocal Agreement between Clark County and the City of Camas for cooperative land acquisition of the Moose Lodge parcel.

OTHER RECOMMENDATION FOR ACTION:

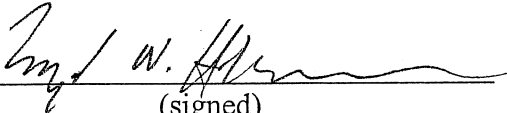
- Recommend approval.

JUSTIFICATION FOR DEPARTMENTAL RECOMMENDATION:

- This has been reviewed at the County and by Council in worksession. Under the terms of the agreement, Clark County will contribute a sum of \$260,000 for the acquisition of the Camas Moose Lodge parcel, a 4.84-acre site on Lacamas Lake.

I/We will/will not be present at the Council meeting to give an oral presentation.

Information explaining the above subject and/or recommendation is attached.


(signed)

DRAFT

Copy to
Roger
Jerry A
Mayor
Council
6/5/00
MK

5/15/00
MA

INTERLOCAL AGREEMENT

between the

COUNTY OF CLARK, STATE OF WASHINGTON

and the

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COOPERATIVE LAND ACQUISITION

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4. The City of Camas shall complete the subject real property acquisition in a timely manner.

DRAFT

5. Once developed, the property shall be kept open for public use at reasonable hours and times of year. Clark County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired and the existence of leaseback or other agreements that might properly limit public access.
6. The property shall be open for use of all segments of the public without restriction because of race, creed, color, sex, religion, national origin or residence of the user.
7. User or other types of fees may be charged for use of the subject site and its improvements, both current and future, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the region for the particular activity involved.
8. On-site improvements shall be maintained in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage public use.
9. The City of Camas should operate and maintain the property in accordance with all applicable federal, state and local laws and regulations.
10. Should the subject property cease to be maintained for public recreational usage, the City of Camas shall, prior to such cessation, provide a like property with equal or greater recreational value for public use.

ARTICLE VI REMEDIES

In the event that the City of Camas fails to comply with any or all of its obligations under this agreement, Clark County will stipulate that specific performance be the remedy preferred by them.

The remedy of specific performance will not be the only remedy available to the County. Clark County may choose to exercise any and all other remedies available to it by law, together with, or as an alternative to, specific performance, at the county's option.

ARTICLE VII LIABILITY

1. Each Party to this Agreement shall assume responsibility for being appropriately self-insured or providing adequate liability insurance related to the responsibilities and activities of that party.
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DRAFT

- b) The terms and conditions of this Agreement.

ARTICLE VIII INTERPRETATION

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ARTICLE X TERMINATION

This Agreement may be terminated only upon the mutual agreement of the Parties.

ARTICLE XI INDEMNIFICATION

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2. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided, that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgement is rendered against the County, its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

ARTICLE XII ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

DRAFT

**ARTICLE XIII
RATIFICATION**

Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

**ARTICLE XIV
SEVERABILITY**

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

IN WITNESS THEREOF, The City and the School District have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 2000.

CITY OF CAMAS, WASHINGTON

CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

Dean Dossett, Mayor

Craig Pridemore, Chair

Joan ~~A.~~ Durgin, Clerk

Betty Sue Morris, Commissioner

Roger Knapp, City Attorney

Judie Stanton, Commissioner

Attest:

Clerk of the Board

Approved as to form only:

Curt Wyrick, County Attorney

CAMAS MOOSE LODGE SITE

Camas Moose Lodge Property

This is to relay some basic information regarding the Camas Moose Lodge Property on Lacamas Lake.

Location and size: Located at 227 NE Lake Road, Camas. This is on the south side of Lacamas Lake, across Everett Street from the County Lacamas Regional Park.

The Camas Moose Lodge property is bordered by NE Lake Road, by the Lake, and by the City owned property to the northwest. Other City-owned property lies directly across NW Lake Road from the site. Please refer to the map and photograph of the site and area.

The Moose parcel is approximately 4.84 acres in size.

Brief description: The parcel has approximately 420 lineal feet of frontage along the shore of Lacamas Lake. The site contains a building of about 4,900 square feet, which functions currently as a Moose Lodge, with dining, office, storage, kitchen spaces. The site includes a recreational vehicle park, which is used by Moose members only. There is a boat launching ramp, and a wooden dock, which allows moorage of boats. There are also miscellaneous improvements including parking, fencing, exterior lighting, storage sheds, etc.

Status: The City of Camas and the Camas Moose Lodge have agreed in principle on a sale of the property to the City, with a purchase price of \$680,000. The agreement is subject to contingencies, including final approvals by the respective governing bodies.

Future use: Public Park and Recreation uses. The site fits well, and complements existing public park uses such as the Lacamas Regional Park. It fits well with future additional uses which City acquisitions support. As an example, the site can provide an important trail link in the regional trail system (linking the current Heritage Trail with the trail systems within the Regional Park). The site is directly adjacent to a 12-acre city owned Future Park site. With acquisition of the Moose site, the park will be expanded and the site plan adjusted.

Partnership: It is agreed in principle that the County will participate in funding the purchase of this property. The agreed amount is \$260,000. The City of Camas will fund the larger, remaining portion of the purchase(\$420,000). The City will own, develop, manage, and maintain the site.

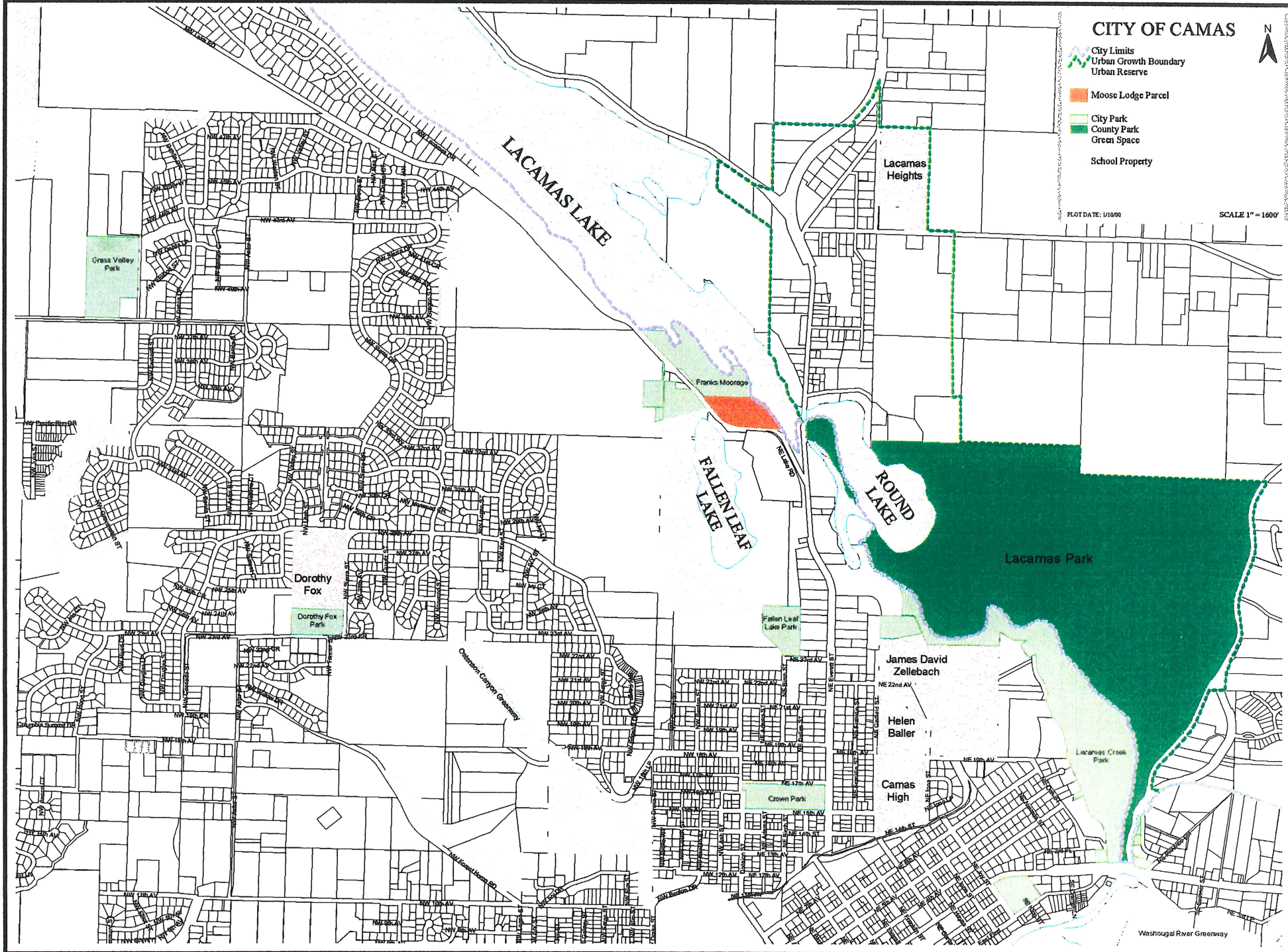
CITY OF CAMAS

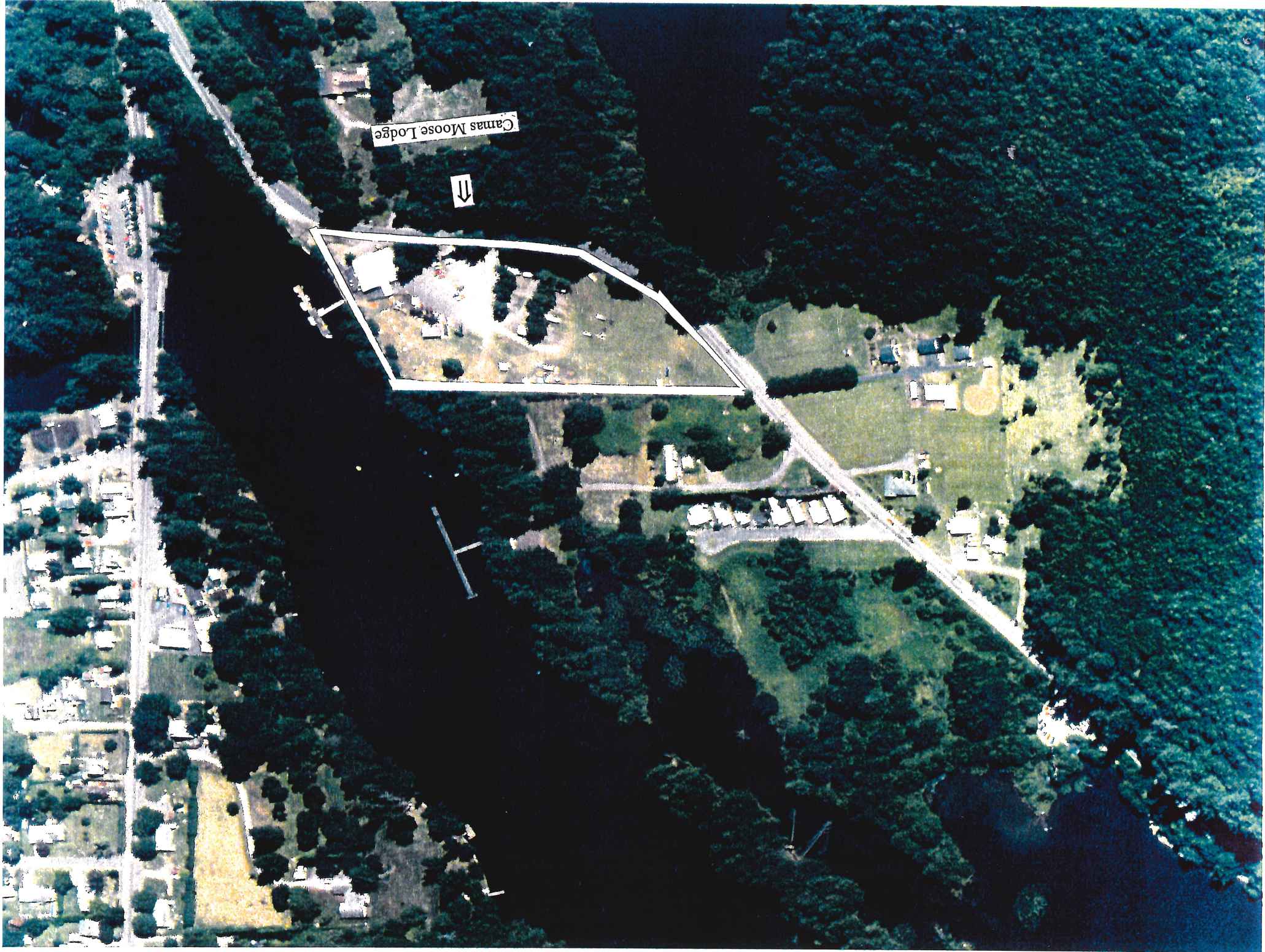


- City Limits
- Urban Growth Boundary
- Urban Reserve
- Moose Lodge Parcel
- City Park
- County Park
- Green Space
- School Property

PLOT DATE: 1/1/00

SCALE 1" = 1600'





Camas Moose Lodge





