



Camp Bonneville Advisory Group Meeting Minutes

August 30, 2023, 4:30 PM to 5:30 PM
Clark County Public Safety Complex
505 NW 179th St., Ridgefield, WA. 98642, and
Virtual Meeting via Microsoft Teams

Advisory Group: Allen Thomas, Ann Palkovich Shaw, Gregory Shaw, Michael Conway, Mary Lennox, Tom Dennison, Stephen Jones

Clark County: Rocky Houston, Erik Harrison, Amy Arnold, David Stipe, Kevin Tyler, Kaley McLachlan-Burton, Priya Dhanapal, Amber Emery

Guests: 360-601-2991, Bruce Maas, Kirk VanGelder, Jody (Guest), Jeremy VanGelder, 360-213-6478, 360-901-5659, 360-903-4976, 503-781-9495

* Not Present

4:30 PM Called to Order

Erik Harrison called the meeting to order reviewing the safety protocols for the building and where to go in case of an emergency.

4:31 PM Introductions – Camp Bonneville Advisory Group

Erik introduced himself giving a brief history of his career. Rocky Houston, Kevin Tyler, Priya Dhanapal and Amber Emery introduced themselves as well.

The Camp Bonneville Advisory Group members also introduced themselves, starting with Greg Shaw, Ann Shaw, Steven Jones, Tom Dennison, Mary Lennox, Allen Thomas, and Michael Conway.

Erik reviewed the agenda and indicated this meeting will only last for one hour. He stated the goal is try attempt to get through the agenda items at each meeting.

4:43 PM Discuss Charter

Erik discussed the Charter for the advisory group and what it entails reviewing each point – it's Purpose, Background, Values, Composition, Roles and Responsibilities, Clark County Staff and Leadership, the Committee Members, the Ground Rules, Existing Assumptions, and the Meeting Schedule.

Ann and Rocky discussed whether there will be Bylaws for this group. Rocky responded that this advisory group is closer to a steering committee in that they are aiding the county in providing feedback to council. Rocky also indicated that Bylaws pertain to a board that has been established for long-term purposes and reviewed the timeline of when the advisory group was established.

Greg requested a statement indicating why the advisory group was formed explaining the history of events that have occurred at Camp Bonneville and that he's a citizen who is interested in the security, safety, and wildfire risk of the property. Rocky explained that the advisory group was revised from two separate ones, the Technical Advisory Committee and the Policy Advisory Committee, into one group to focus on the site wide cleanup action plan the county is developing at Camp Bonneville long-term. Rocky said the advisory board will also aid in keeping the public informed, and further stated that the goal is to bring forward questions from the public, answer them, and forward the information along to Council to make a determination.

Greg, Rocky and Ann discussed the advisory group in general regarding the agenda, the research materials, who will present the findings, who the facilitator of the meetings is, and things of that nature. Erik answered that his objective is for everyone to establish a foundation of knowledge about Camp Bonneville first, then discuss things in more detail at future meetings.

Members of the advisory group discussed that the number of meetings should be increased. Erik indicated that this something that can be requested in the future, if necessary. Ann further indicated that she believes the advisory group should not have an expiration date. Members of the advisory group also requested that the meetings run longer than one-hour and Rocky indicated that the meetings in the future will be at least ninety minutes, if not longer.

Various members of the advisory group requested more information about Camp Bonneville. Greg, Erik and Amber discussed when information will be shared with the advisory group, and Erik responded indicating he will send out the Prospective Purchaser Consent Decree (PPCA) and Restricted Covenants, along with the website information for the Department of Ecology, and the documentation from the Listening Session. Erik also said he will try to respond to folks within seventy-two hours and Rocky indicated the county will try to send the advisory board members the information prior to the next meeting.

Members of the advisory group also expressed interest in sharing each other's contact information. Each person voted that they were willing to do so, and Rocky indicated he would share that list with everyone.

Priya informed people to submit any comments to the Camp Bonneville email address: campbonneville@clark.wa.gov. Rocky explained that multiple people are monitoring this email.

5:38 PM Meeting Adjourned

This meeting has ended. There is no more time to discuss anything further.

Respectfully submitted, Amy Arnold

***Camp
Bonneville
Reuse
Plan***

Prepared for:

***The Camp Bonneville
Local Redevelopment Authority
(LRA)***

Prepared with the assistance of:

Otak, Inc.

September 1998

(1st revision February 20, 2003)

(2nd revision 15 November 2005)

(3rd Revision October 3, 2006)

Camp Bonneville Reuse Plan

Section 7.0 **OTHER ISSUES**

7.1 Future Modifications of the Reuse Plan

There are a number of factors, which could impact this Reuse Plan and create the need to modify this plan at a future time:

7.1.1 UXO

It was initially expected that UXO sampling information would be available to the LRA prior to reuse plan preparation. Completion of the UXO sampling report has been delayed until late August, 1998. The EE/CA report, due in January 1999, will also be an essential planning tool. Based on the archive search, the LRA has made assumptions on locations of reuse activities. The archive search addendum has also not yet been completed; the initial search was incomplete because it did not include interviews with neighbors and others familiar with the history of Camp Bonneville. The LRA has significantly limited development (which lowers cleanup costs) and will work with the Army to, wherever possible, relocate developments which have been planned in any areas that are found to be more contaminated than originally anticipated. UXO information will also be essential in determining which parcels will be accepted by the County for transfer.

7.1.2 Endangered and Threatened Species

Access to the site by U.S. Fish and Wildlife, State Fish and Wildlife, and the Clark County biologist has been limited by the incomplete UXO sampling process. When these agencies gain access to the site and present their findings with regard to endangered and/or threatened species, the Reuse Plan may need to respond.

7.1.3 New Salmon and Trout Regulations

It is possible that new federal regulations regarding protection of sensitive lands associated with salmon and trout habitat will impact the Camp Bonneville site. If and when this occurs, the Reuse Plan may need to be modified to respect these constraints.

7.1.4 Wetlands and Riparian Areas

When access is allowed to the site, delineation of wetland and riparian areas may require changes to the location of some uses in the Reuse Plan. This plan is currently based on locally available maps indicating, without detailed specificity, the location of wetland zones.

7.1.5 Archaeological Findings

Approximately 700 acres at Camp Bonneville have been identified in a March 1998 site map (*Figure 10*) for cultural/archaeological evaluation. These studies are tentatively planned for 2000-2001 (a timeline the Army has expressed support in accelerating), assuming these areas will be identified as "clean" for UXO. These areas coincidentally are areas identified as areas of relatively high public use and access. If these studies uncover significant archeological findings, it is likely that the Reuse Plan may need to be modified.

Camp Bonneville Reuse Plan

Due to concern for public safety, Senator Patty Murray sponsored legislation which required the Army to provide the community with information by November 1997 on the extent and risks of UXO at the site. Much of the border of Camp Bonneville is unfenced. Because of permission granted to the public for use of the site for hunting, outdoor school trails, picnics, and equestrian usage, many in the community are skeptical of UXO risk. Trespassers are frequent at the site. Since UXO sampling has begun, security at the site has been increased, however this security is tied directly with cleanup efforts and may not extend into the future. Based on the UXO found on the surface of the sample grids, the local community remains concerned and believes that the Army should continue to provide adequate security for all military-owned properties at Camp Bonneville.

7.3 Fire

Fire inspection of all structures by the Army needs to be conducted on a regular basis. Roads have been deteriorating due to reduction of maintenance funding for vegetation spraying, increasing erosion and reducing accessibility throughout the site in the event of a fire. Since the Camp Bonneville area is part of the Yacolt Burn area (and two additional major burns), and due to the recent extensive residential development in the Camp Bonneville vicinity, access roads for fire suppression are critical for health and human safety.

7.4 Site Maintenance

Buildings are deteriorating, and roads/trails are becoming overgrown or eroded due to reductions in Army maintenance levels.

10 U.S.C.

United States Code, 2021 Edition

Title 10 - ARMED FORCES

Subtitle A - General Military Law

PART IV - SERVICE, SUPPLY, AND PROPERTY

CHAPTER 159 - REAL PROPERTY; RELATED PERSONAL PROPERTY; AND LEASE OF NON-EXCESS PROPERTY

Sec. 2694a - Conveyance of surplus real property for natural resource conservation

From the U.S. Government Publishing Office, www.gpo.gov

§2694a. Conveyance of surplus real property for natural resource conservation

(a) Authority to Convey.—The Secretary of a military department may convey to an eligible entity described in subsection (b) any surplus real property that—

- (1) is under the administrative control of the Secretary;
- (2) is suitable and desirable for conservation purposes;
- (3) has been made available for public benefit transfer for a sufficient period of time to potential claimants; and
- (4) is not subject to a pending request for transfer to another Federal agency or for conveyance to any other qualified recipient for public benefit transfer under the real property disposal processes and authorities under subtitle I of title 40.

(b) Eligible Entities.—The conveyance of surplus real property under this section may be made to any of the following:

- (1) A State or political subdivision of a State.
- (2) A nonprofit organization that exists for the primary purpose of conservation of natural resources on real property.

(c) Reversionary Interest and Other Deed Requirements.—(1) The deed of conveyance of any surplus real property conveyed under this section shall require the property to be used and maintained for the conservation of natural resources in perpetuity. If the Secretary concerned determines at any time that the property is not being used or maintained for such purpose, then, at the option of the Secretary, all or any portion of the property shall revert to the United States.

(2) The deed of conveyance may permit the recipient of the property—

(A) to convey the property to another eligible entity, subject to the approval of the Secretary concerned and subject to the same covenants and terms and conditions as provided in the deed from the United States; and

(B) to conduct incidental revenue-producing activities on the property that are compatible with the use of the property for conservation purposes.

(3) The deed of conveyance may contain such additional terms, reservations, restrictions, and conditions as the Secretary concerned considers appropriate to protect the interests of the United States.

(d) Release of Covenants.—With the concurrence of the Secretary of Interior, the Secretary concerned may grant a release from a covenant included in the deed of conveyance of real property conveyed under this section, subject to the condition that the recipient of the property pay the fair market value, as determined by the Secretary concerned, of the property at the time of the release of the covenant. The Secretary concerned may reduce the amount required to be paid under this subsection to account for the value of the natural resource conservation benefit that has accrued to the United States during the period the covenant was in effect, if the benefit was not taken into account in determining the original consideration for the conveyance.

(e) Notice and Wait Requirements.—The Secretary concerned may not approve of the reconveyance of real property under subsection (c) or grant the release of a covenant under subsection (d) until after the end of the 14-day period beginning on the date on which the Secretary submits, in an electronic medium pursuant to section 480 of this title, to the appropriate committees of Congress a notice of the proposed reconveyance or release.

(f) Limitations.—The conveyance of real property under this section shall not be used as a condition of allowing any defense activity under any Federal, State, or local permitting or review process. The Secretary concerned may make the conveyance, with the restrictions specified in subsection (c), to establish a mitigation bank, but only if the establishment of the mitigation bank does not occur in order to satisfy any condition for permitting military activity under a Federal, State, or local permitting or review process.

(g) Consideration.—In fixing the consideration for the conveyance of real property under this section, or in determining the amount of any reduction of the amount to be paid for the release of a covenant under subsection (d), the Secretary concerned shall take into consideration any benefit that has accrued or may accrue to the United States from the use of such property for the conservation of natural resources.

(h) Relation to Other Conveyance Authorities.—(1) The Secretary concerned may not make a conveyance under this section of any real property to be disposed of under a base closure law in a manner that is inconsistent with the requirements and conditions of the base closure law.

(2) In the case of real property on Guam, the Secretary concerned may not make a conveyance under this section unless the Government of Guam has been first afforded the opportunity to acquire the real property as authorized by section 1 of Public Law 106–504 (114 Stat. 2309).

(i) Definitions.—In this section:

(1) The term "appropriate committees of Congress" has the meaning given such term in section 2801 of this title.

(2) The term "Secretary concerned" means the Secretary of a military department.

(3) The term "State" includes the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Marianas, Guam, the Virgin Islands, and American Samoa.

(Added Pub. L. 107–314, div. B, title XXVIII, §2812(a)(1), Dec. 2, 2002, 116 Stat. 2707; amended Pub. L. 109–163, div. A, title X, §1056(a)(1), (b), Jan. 6, 2006, 119 Stat. 3438, 3439; Pub. L. 109–364, div. A, title X, §1071(a)(22), Oct. 17, 2006, 120 Stat. 2399; Pub. L.

EXHIBIT C

ENVIRONMENTAL PROTECTION PROVISIONS

1. LAND USE RESTRICTIONS

A. The United States Department of the Army (hereinafter the "Army") has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The GRANTEE, its successors or assigns, shall not undertake nor allow any activity on or use of the Property that would violate the land use restrictions contained herein.

(1) **Residential Use Restriction.** The GRANTEE, its successors and assigns, shall use the Property solely for conservation of natural resources and not for residential purposes. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; and nursing home or assisted living facilities; provided, however, that residential purposes do not include multiple overnight stays associated with the Rustic Retreat Center and Outdoor School, day camping or overnight camping within existing or new buildings on the Property; provided further, however, that prior to the use of any buildings on the Property for such purposes, the responsible State of Washington and/or local government agency or agencies shall have made a written determination that the buildings are habitable and safe for such use under applicable state and/or local laws and regulations. Caretaker, security, and/or Parks & Recreation Department personnel wishing to live in existing buildings or newly-constructed buildings on the Property during remediation and post-remediation of the Property may not reside in such buildings until the responsible State of Washington and/or local government agency or agencies shall have made a written determination that such buildings are habitable and safe for such use under applicable state and/or local laws and regulations.

(2) **Ground Water Restriction.** The GRANTEE is hereby informed and acknowledges that there is limited contamination of the ground water under the Demolition Area 1/Landfill 4 area more particularly described in Exhibit D, attached hereto and made a part hereof. The GRANTEE, its successors and assigns, shall not have the right to access or use ground water underlying the Property for any purpose without the prior written approval of the Army and the Washington State Department of Ecology (hereinafter the "WDOE"). For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of CERCLA. The GRANTEE may, however, use the existing water systems at the Camp Killpack and Camp Bonneville cantonment areas and the caretaker's building for purposes of continuing to provide non-potable water to said facilities or for the provision of potable water provided that prior to use of said water systems for the provision of potable water, the responsible State of Washington and/or local government agency or agencies must make a determination that the water is suitable and safe for such use under applicable state and/or local laws and regulations. The GRANTEE shall have the right to develop other water systems, including those using groundwater underlying other areas of the Property, excluding the area underlying Demolition Area 1/Landfill 4 and the associated contaminant plume, provided, that the GRANTEE shall obtain the prior written approval of the WDOE and the Army.

(3) **Excavation/Land Disturbance Restriction.** The GRANTEE, its successors and assigns, shall not have the right to conduct, or permit others to conduct, any excavation or other intrusive activity on the Property, without qualified unexploded ordnance (hereinafter "UXO") personnel on staff or available and a Department of Defense (hereinafter "DoD") approved Explosives Safety Submission and/or explosives site plan.

(4) **Public Access Restriction.** The GRANTEE, its successors and assigns shall not have the right to provide access to the Property to members of the general public until such time as all remedial

EXHIBIT C

- d. Within thirty (30) calendar days of the SHPO's and Cowlitz Indian Tribe's receipt of notification provided by the GRANTEE, or its successors or assigns pursuant to paragraphs (a), (b), or (c) of this covenant, the SHPO and the Cowlitz Indian Tribe will respond to the GRANTEE, its successors or assigns in writing as follows:
 - 1. That the GRANTEE, its successors or assigns may proceed with the proposed undertaking without further consultation; or
 - 2. That the GRANTEE, its successors or assigns must initiate and complete consultation with the SHPO before it can proceed with the proposed undertaking.

If the SHPO and the Cowlitz Indian Tribe fail to respond to the GRANTEE's or its successors' or assigns' written notice within thirty (30) calendar days of the SHPO's and the Cowlitz Indian Tribe's receipt of the same, then the GRANTEE may proceed with the proposed undertaking without further consultation.
- e. If the response provided to the GRANTEE, its successors or assigns by the SHPO and the Cowlitz Indian Tribe pursuant to paragraph d.2. of this covenant requires consultation with the SHPO and the Cowlitz Indian Tribe, then all parties will so consult in good faith to arrive at mutually-agreeable and appropriate measures that GRANTEE, its successors or assigns will employ to mitigate any adverse effects associated with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which GRANTEE, its successors or assigns and the SHPO mutually agree shall be carried out solely at the expense of GRANTEE, its successors or assigns.
- f. The SHPO and the Cowlitz Indian Tribe shall be permitted at all reasonable times to inspect the Property in order to ascertain its condition and to fulfill their responsibilities hereunder.
- g. In the event that another Indian tribe should request consultation regarding activities described in paragraphs (a), (b), or (c) of this covenant, the GRANTEE, its successors or assigns shall consult with such tribes consistent with Washington state law and ordinances of the GRANTEE.
- h. In the event of a knowing violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SHPO may, following reasonable notice to the GRANTEE, its successors or assigns, institute suit to enjoin said violation or to require the restoration of any archaeological site affected by such violation. The successful party shall be entitled to recover all costs or expenses incurred in connection with any such suit, including all court costs and attorney's fees.
- i. This covenant is binding on the GRANTEE, its successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by the GRANTEE verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in site 45-CL-318 or any other portion of the Property.
- j. The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
- k. This covenant shall be a binding servitude upon the Property and shall be deemed to run with the land.
- l. Execution of this Deed shall constitute conclusive evidence that GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

EXHIBIT C

3. DISRUPTION OF REMEDIES PROHIBITED

Pursuant to section 120(h)(3)(C)(ii)(II), the GRANTEE covenants and agrees for itself, its successors, and assigns, that it shall not, nor shall it allow its sublessees, tenants, invitees or licensees to engage in activities that will disrupt any remedial investigation, response action, and/or oversight activities on the Property related to hazardous substances or MEC.

4. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

A. The GRANTEE is hereby notified that due to the former use of the Property as a military installation, the Property may contain MEC. The term "MEC" means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) unexploded ordnance ("UXO"), as defined in 10 U.S.C. § 101(e)(5); (2) discarded military munitions ("DMM"), as defined in 10 U.S.C. § 2710(e)(2); and (3) munitions constituents (e.g. TNT, RDX), as defined in 10 U.S.C. § 2710(e)(3), present in high enough concentrations to pose an explosive hazard.)

B. The Property was previously used as an operational range for live-fire training or testing, open burning, and for open detonation of munitions. A munitions response was conducted in 1998 and 2000. Munitions response activities have not been completed. A summary of MEC discovered on the Property is provided in Exhibit G, attached hereto and made a part hereof.

C. If the GRANTEE, its successors or assigns, any subsequent owner, or any other person should find any MEC on the Property after response activities are completed, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify Local Law Enforcement so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations and the ESCA. This requirement does not apply while conducting munitions response. During such munitions responses, any MEC encountered will be addressed per the procedures outlined in the DDESB-approved explosives safety submission and/or the explosives site plan.

D. Easement and Access Rights.

(1) The GRANTOR reserves a perpetual and assignable easement and right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the GRANTOR to meet its responsibilities under applicable laws and as provided for in this Deed. This easement and right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

(2) In exercising this easement and right of access, the GRANTOR shall give the GRANTEE or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. The GRANTOR shall use reasonable means, without significant additional cost to the GRANTOR, to avoid and/or minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the GRANTOR. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE or its

EXHIBIT C

from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The GRANTEE covenants and agrees for itself, its successors and assigns that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this notice and covenant and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to conveyance is intended for residential habitation, the GRANTEE specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992), as amended.

C. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

From: [J](#)
To: [Cnty Public Works Camp Bonneville](#)
Subject: 8/30/2023 - Cag Meeting - Public Questions
Date: Wednesday, August 30, 2023 3:48:52 PM

CAUTION: This email originated from outside of Clark County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

1. Will Camp Bonneville be classified as a no-go by incident response if there were to be a Fire?
2. If yes, given the contamination was caused by US Military Activities, when Camp Bonneville burns, will it be classified as a man-made or a natural disaster?
3. Why were applicants excluded from serving on the committee when the total number of committee members is substantially lower than the original planned size of the committee (7 members, down from original 24, then 12)?
4. Additionally, why was approximately one third of the interview focused on Diversity, Equity, and Inclusion, if the end result of the application process was exclusion? Isn't a multi-year application process a fundamentally exclusionary activity?

Clark County Chair Eileen Quiring: "We need to include people who are impacted most; those that live near there."

-Jared Lester
Neighbor to Camp Bonneville
Excluded CAG Applicant