



CITY COUNCIL REGULAR MEETING AGENDA
Monday, March 7, 2016, 7:00 PM
City Municipal Center, 616 NE 4th Avenue

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Approve the minutes of the February 16, 2016 Camas City Council Meeting and the Workshop minutes of February 16, 2016.

 [February 16, 2016 Camas City Council Regular Minutes - Draft.pdf](#)


[February 16, 2016 Camas City Council Workshop Minutes - Draft.pdf](#)


- B. Approve the claim checks as approved by the Finance Committee.
- C. Authorize the write-off of two unpaid final utility accounts in the amount of \$557.52. This amount represents outstanding water, sewer, garbage, recycling and storm water charges left unpaid by previous property owners. (Submitted by Pam O'Brien)
- D. Authorize the Mayor to sign the professional services contract with Gray & Osborne, Inc. for preparation of a Spill Control Plan for the Wastewater Treatment Plant in the amount of \$5,200. (Submitted by Sam Adams)


 [Gray & Osborne, Inc. Spill Control Plan Contract](#)

- E. Authorize the Mayor to sign the Septic Tank Easement and Use Agreement with Parker Village, LLC for access, maintenance, operation and repairs to the community residential sewer tank located on the commercial lot in the Parker Village Subdivision. (Submitted by James Carothers)

 [Parker Village STEP Tank Easement and Use Agreement](#)

- F. Authorize the Engineering Manager to sign the Professional Services Agreement with HDJ Design Group, PLLC for environmental documentation, permitting and design for Project SS-612C1 Forest Home Road Slide Repair in an amount not to exceed \$95,483.05. The Stormwater Fund will cover the cost of this work and staff will pursue Federal Emergency Relief Administration (FERA) funds for up to 86.5% of the total cost of remedial design and construction. (Submitted by James Carothers)
 -  [NW Forest Home Road Slide Repair Agreement](#)

- G. Authorize the release of retainage for Project WS-741 2014 STEP/STEF Tank Pumping in the amount of \$3,062.52 to AAA Septic Service. All city and state project documentation has been received and verified. (Submitted by James Carothers)
 -  [2014 Tank Pumping Final Pay Estimate](#)

- H. Award the 2016 STEP/STEF Tank Pumping Project WS-763 to Haag & Shaw, Inc. in the amount of \$87,722.70. STEP/STEF pumping and maintenance costs were an approved expense from a budget decision package allocated at \$100,000 annually in the 2015-2016 Budget and those funds are available to complete this work. (Submitted by Sam Adams)
 -  [Haag & Shaw Inc. STEP Pump Quote](#)
 - [2016 STEP/STEF \(WS-763\) Bid Tabs](#)

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. MEETING ITEMS

- A. Plat Alteration of 7th Avenue Townhomes (File No. PlatAlt15-01)

Details: 7th Avenue Townhomes Subdivision is located at 722 NW 7th Avenue near the intersection of NW 7th Avenue and NW Greeley Street. A plat alteration to allow a triplex development on one lot was approved with conditions at a public hearing before Council on August 17, 2015. Council required that a revised final plat drawing be submitted for approval that is consistent with the conditions of the plat alteration decision (File Numbers PlatAlt15-01 and SUB06-10).

Presenter: Phil Bourquin, Community Development Director

Recommended Action: Staff recommends that Council move to approve the Final Plat of 7th Avenue Townhomes (File number PlatAlt15-01).

 -  [Staff Report for 7th Avenue Plat Alteration](#)
 - [7th Ave Townhomes Plat Alteration \(2016\)](#)
 - [7th Avenue Townhomes Bid](#)

- B. Parklands at Camas Meadows Mixed Use Plan Development (MXPD) Overlay Zone
Details: Parklands at Camas Meadows, LLC request to apply an MXPD Overlay Zone to approximately 15.5 acres of land currently zoned Business Park (BP). The Planning Commission held a public hearing to consider the request on January 27, 2016, and has forwarded to Council a unanimous recommendation to approve the MXPD Overlay request.
Presenter: Phil Bourquin, Community Development Director
Recommended Action: Staff recommends Council move to approve the MXPD Overlay Zone request based upon the record of the Planning Commission and direct the City Attorney to draft an ordinance to be placed on the March 21, 2016 Regular Agenda for Council's consideration.

 [ZC15-01 Staff Report Planning Commission](#)
[Planning Commission Parklands Presentation Applicant](#)
[Planning Commission Exhibit List Parklands MXPD](#)
[Exhibit 01 Application and Narrative](#)
[Exhibit 02 Parklands Neighborhood Aerial Map](#)
[Exhibit 03 MXPD Overlay Map](#)
[Exhibit 04 MXPD Overlay Aerial Map](#)
[Exhibit 05 The Archery Three Boards](#)
[Exhibit 06 Workman letter](#)
[Exhibit 07 M Walker Letter](#)
[Exhibit 08 A Walker Letter](#)
[Exhibit 09 Dearborn Letter](#)
[Exhibit 10 Cowlitz Comment](#)
[Exhibit 11 Johnson Comment](#)
[Exhibit 12 DuBois Comment](#)
[Exhibit 13 Tearney Comment](#)
[Exhibit 14 Ecology Comment](#)
[Exhibit 15 Melissa Castle Comment](#)
[Exhibit 16 Mark Castle Comment](#)
[Exhibit 17 Harnish Comment](#)
[Exhibit 18 Robert Miner Photos](#)
[Exhibit 19 Applicants Presentation](#)
[Notice of Public Hearing Planning Commission](#)

- C. Parklands at Camas Meadows Development Agreement and Master Plan
Details: Public Hearing to consider a Development Agreement and Master Plan under Camas Municipal Code (CMC), Chapter 18.22 Mixed Use Plan Development.
Presenter: Phil Bourquin, Community Development Director
Recommended Action: Conduct a public hearing to consider the proposed Development Agreement and Master Plan. Staff recommends Council move to approve the Development Agreement and Master Plan and direct the City Attorney to draft a resolution to be placed on the March 21, 2016 Regular Agenda for Council's consideration.


-  [Staff Report Parklands Master Plan and DA](#)
 - [Development Agreement 030716](#)
 - [Master Plan Parklands Development Agreement Exhibit D](#)
 - [Notice of Hearing 030716](#)
 - [Carl Wilson Letter 040116](#)
 - [Gary Knopp Comment](#)
 - [J Tearney Comment](#)

D. Ordinance No. 16-001 Adopting a New Chapter of the Camas Municipal Code (CMC) Relating to Clearing and Grading

Details: City staff prepared a new title for the CMC Chapter 15.50 relating to the permitting of clearing and grading activity. The Planning Commission held a public hearing on January 27, 2016. The Planning Commission carries a recommendation of approval for the attached ordinance.

Presenter: Robert Maul, Planning Manager

Recommended Action: Staff recommends that Council conduct a public hearing, deliberate and move to approve Ordinance No. 16-001 adopting a new Chapter 15.50 of the Camas Municipal Code, relating to the permitting of clearing and grading activity.

-  [Ordinance No. 16-001 Adopting a New Chapter 15 50 of the CMC](#)
 - [Clearing and Grading - Exhibit A](#)
 - [Staff Report Public Hearing](#)
 - [Washington State Department of Ecology Comments](#)
 - [Cowlitz Inadvertent Discovery Language / Comments](#)
 - [Cultural Resource Protection Laws](#)

E. Resolution No. 16-004 Setting the Speed Limit on Public Streets Within the 2015 Annexed Areas

Details: Portions of Brady Road and SW 6th Avenue, also known as the Old Evergreen Highway, were annexed into Camas in 2015. Upon engineering investigation, staff finds that the county-posted speed limit of 40 miles per hour on both roads is adequate. This resolution formalizes the adoption of the currently posted speed limits on these roadways.

Presenter: James Carothers, Engineering Manager

Recommended Action: Staff recommends that Council move to adopt Resolution No. 16-004 setting the speed limit on public streets within the 2015 annexed areas.

-  [Resolution No. 16-004 Brady Road and SW 6th Avenue Speed Limit](#)

IX. PUBLIC COMMENTS

X. ADJOURNMENT

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



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT

Tuesday, February 16, 2016, 7:00 PM

City Municipal Center, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Staff: Bernie Bacon, Phil Bourquin, Pete Capell, Jennifer Gorsuch, Cathy Huber Nickerson, Heather Rowley, David Schultz, Steve Wall and Alicia Pacheco (intern)

Press: No one from the press was present

IV. PUBLIC COMMENTS

No one from the public wished to speak.

V. CONSENT AGENDA

Mayor Higgins requested item H. Contract for Janitorial Services with S&S Janitorial be removed from the consent agenda for further discussion. The item was removed.

- A. Approved the minutes of the January 29 and 30, 2016 City of Camas Annual Planning Conference and the January 30, 2016 Special Council Meeting.

 [January 29, 2016 Camas City Council Planning Conference Minutes -Draft](#)
[January 30, 2016 Camas City Council Planning Conference Minutes -Draft](#)
[January 30, 2016 Camas City Council Special Meeting Minutes - Draft](#)

- B. Approved claim checks numbered 128674-128802 in the amount of \$918,745.52.
- C. Authorized the write-off of the January 2016 Emergency Medical Services (EMS) billings in the amount of \$63,675.00. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)
- D. Approved the write-off of accounts receivable invoices in the amount of \$14,171.27. This amount represents fourteen unpaid invoices from 1998-2014 in which the City has exhausted all means of collection. A majority of the invoices are for damage to City property such as telephone poles, guard rails, etc. (Submitted by Pam O'Brien)
-

- E. Authorized Pay Estimate No. 7 to McDonald Excavating, Inc. for Project WS-714 STEP Sewer Transmission Main in the amount of \$127,844.79 for work through January 31, 2016. This project is funded through a Public Works Trust Fund (PWTF) Loan. (Submitted by James Carothers)

 [Sewer Transmission Main Pay Estimate 7](#)

- F. Authorized Pay Estimate No. 8 to Rotschy, Inc. for Project WS-709C Slow Sand Water Treatment Plant in the amount of \$312,500.85 for work through January 31, 2016. This project is funded by a Drinking Water State Revolving Fund (SRF) Loan through the Washington State Department of Health. (Submitted by James Carothers)

 [Water Treatment Plant Pay Estimate 8](#)

- G. Authorized Pay Estimate No. 9 to AAA Septic Service for Project WS-748 STEP/STEF Tank Pumping in the amount of \$7,440.46 for work through January 31, 2016. This project provides for on-going pumping of STEP and STEF tanks throughout Camas and is funded by the Water/Sewer Fund. (Submitted by James Carothers)

 [STEP Tank Pumping Pay Estimate 9](#)

It was moved by Council Member Smith, seconded by Council Member Carter, to approve the Consent Agenda. The motion carried unanimously.

VI. ITEMS REMOVED FROM CONSENT AGENDA

During the February 16, 2016 Council Workshop meeting, Capell stated that Chief Lackey recommended the contract be amended in Section 4. Background Check, to include an item 4. Local background check (City of Camas). Council agreed.

- A. Authorized the Mayor to sign the Contract for Janitorial Services with S&S Janitorial, which provides for janitorial services for all City of Camas buildings beginning March 1, 2016, ending December 31, 2019.

 [Contract for Janitorial Services with S&S Janitorial](#)

It was moved by Council Member Smith, seconded by Council Member Anderson, to authorize the Mayor to sign the contract for janitorial services with S&S Janitorial with the added local background check by the Camas Police Department. The motion carried unanimously.

VII. NON-AGENDA ITEMS

- A. Staff

There were no comments from staff.

- B. Council

Chaney commented about the Camas School District 2016 School Bond.

VIII. MAYOR

A. Announcements

There were no announcements from Mayor Higgins.

B. Mayor's Volunteer Spirit Award

 [021616 Bill and Sherri Smith.pdf](#)

Mayor Higgins presented Bill and Sherri Smith with a Volunteer Spirit Award.

IX. MEETING ITEMS

There were no Regular Meeting items.

X. PUBLIC COMMENTS

No one from the public wished to speak.

XI. EXECUTIVE SESSION

A. Property Acquisition

The meeting recessed at 7:08 p.m. for discussion about property acquisition. No further action will be taken. The meeting reconvened at 7:28 p.m.

XII. ADJOURNMENT

The meeting adjourned at 7:28 p.m.

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



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT

Tuesday, February 16, 2016, 4:30 PM

City Municipal Center, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. ROLL CALL

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

Staff: Sam Adams, Bernie Bacon, Pete Capell, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Leona Langlois, Robert Maul, Heather Rowley, Nick Swinhart, Steve Wall and Alicia Pacheco (intern)

Press: Adam Brice, The Columbian

III. PUBLIC COMMENTS

Cal Stone, 3802 NW 27th Ave, Camas, commented about the Brady Road Street Improvements Project and City Administrator Pete Capell responded.

IV. WORKSHOP TOPICS

A. Waste Connections Annual Report

Details: Scott Campbell provided Council and the public a summary of the Waste Connections Annual Report.

Presenter: Scott Campbell, Waste Connections, Inc.

 [Waste Connections Annual Report](#)

B. City of Camas 2015 Financial Review

Details: The presentation included the City's 2015 financial highlights, which contained budget to actuals, investment portfolio performance, debt proceeds status, and the outlook for 2016.

Presenter: Cathy Huber Nickerson, Finance Director

 [Financial Performance 2015 4th Quarter](#)

Huber Nickerson summarized the Financial Review presentation.

C. Parker Village Septic Tank Easement and Use Agreement

Details: The City of Camas maintains residential community septic tanks that are part of the City system. Parker Village has a large community tank for the high density residential lots. Parker Village also has one larger commercial lot at the lowest elevation of the Parker Village site. The developer has accordingly placed the community septic tank on the commercial lot.

This Septic Tank Easement and Use Agreement provides for the encroachment of the City for excavation, inspection, maintenance, operation, repair and replacement of the septic tank located on the commercial lot.

Presenter: James Carothers, Engineering Manager

 [Parker Village Tank Agreement](#)

This item will be placed on the March 7, 2016 Consent Agenda for Council's consideration.

D. Brady Road and Evergreen Highway Speed Limits

Details: In 2015, portions of Brady Road and the old Evergreen Highway were annexed into Camas. These portions of roadway previously fell under Clark County jurisdiction. Both roadways have posted speeds of 40 miles per hour. The Revised Code of Washington (RCW) Chapter 46.61.400 states that the basic rule for the maximum speed on city streets is 25 miles per hour. Per RCW 46.61.415, local speed limits may be altered based on engineering and traffic investigation. Engineering staff investigated speeds and recent collisions along these segments of the corridor. Staff finds that, based on a limited number of collisions and current travel speeds, the 40 mile per hour posted speeds are appropriate for both Brady Road and the old Evergreen Highway. Staff recommended that Council formally adopt the current posted speeds by resolution.

Presenter: James Carothers, Engineering Manager

 [2015 Brady Road & Evergreen Highway Annexation Map](#)

Council directed the City Attorney to draft a resolution to be placed on the March 7, 2016 Regular Meeting Agenda for Council's consideration.

E. Wastewater Treatment Plant Spill Control Plan Consultant Contract

Details: As a requirement of the City's Wastewater Treatment Plant's National Pollutant Discharge Elimination System (NPDES) Waste Discharge Permit, the City must prepare a Spill Control Plan (Plan) for the facility. The Plan must address prevention, containment and spill response. Gray and Osborne, Inc. has submitted a scope of work to complete the Plan for an amount not-to-exceed \$5,200. Sewer funds are available to complete this project.

Presenter: Sam Adams, Utilities Manager

 [Wastewater Treatment Plant Spill Control Plan](#)

This item will be placed on the March 7, 2016 Consent Agenda for Council's consideration.

F. Public Works Miscellaneous and Updates

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

Presenter: Steve Wall, Public Works Director

Wall updated Council about the Lacamas Lane and Forest Home Road slides. He also commented about upcoming projects going out to bid; the Light Emitting Diode (LED) project, as well as overall street lighting throughout the City. Wall commented that staff will be bringing more information to future meetings regarding the North Urban Growth Area (NUGA) Sewer Transmission Main Project.

G. Plat Alteration of 7th Avenue Townhomes (File No. PlatAlt15-01)

Details: 7th Avenue Townhomes Subdivision is located at 722 NW 7th Avenue near the intersection of NW 7th Avenue and NW Greeley Street. Council approved the final plat for 11

lots on March 2, 2015. The plat alteration, to allow a triplex development on one lot, was approved at a public hearing before Council on August 17, 2015. Council required that a final plat drawing be submitted for approval, which is consistent with Council's decision and associated conditions of approval of the plat alteration (File Numbers PlatAlt15-01 and SUB06-10).

Presenter: Phil Bourquin, Community Development Director


-  [Staff Report for 7th Avenue Plat Alteration](#)
- [7th Ave Townhomes Plat Alteration \(2016\)](#)
- [7th Avenue Townhomes Bid](#)

This item will be placed on the March 7, 2016 Regular Meeting Agenda for Council's consideration.

H. Clearing and Grading Ordinance

Details: Staff recommended an additional chapter to Title 15 of the Camas Municipal Code (CMC) regarding clearing and grading activities.

Presenter: Phil Bourquin, Community Development Director

-  [Clearing and Grading Draft Code](#)
- [Clearing and Grading Code Staff Report](#)

A public hearing will be scheduled for March 7, 2016, to consider an ordinance to add an additional chapter to Title 15 of the Camas Municipal Code (CMC) regarding clearing and grading activities.

I. Parklands at Camas Meadows Development Agreement and Master Plan

Details: Staff recommended scheduling a public hearing date of March 7, 2016, for consideration of a Development Agreement and Master Plan.

Presenter: Phil Bourquin, Community Development Director

-  [Parklands at Camas Meadows MXPDP Overlay, Master Plan & Development Agreement](#)

This item will be placed on the March 7, 2016 Regular Council Meeting Agenda for Council's consideration, following a public hearing.

J. Parklands at Camas Meadows Overlay Zone Request to Mixed Use Planned Development (MXPDP)

Details: Staff recommended scheduling a closed record meeting for March 7, 2016, to consider a request for a zone change to apply an MXPDP Overlay to property currently zoned Business Park

Presenter: Phil Bourquin, Community Development Director

-  [Staff Report - Parklands at Camas Meadows MXPDP Overlay](#)
- [Exhibit List Parklands MXPDP](#)
- [Exhibit 01 Application and Narrative](#)
- [Exhibit 02 Parklands Neighborhood Aerial Map](#)
- [Exhibit 03 MXPDP Overlay Map](#)
- [Exhibit 04 MXPDP Overlay Aerial Map](#)
- [Exhibit 05 The Archery Three Boards](#)
- [Exhibit 06 Workman letter](#)
- [Exhibit 07 M Walker Letter](#)
- [Exhibit 08 A Walker Letter](#)
- [Exhibit 09 Dearborn Letter](#)
- [Exhibit 10 Cowlitz Comment](#)
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- [Exhibit 17 Harnish Comment](#)
- [Exhibit 18 Robert Miner Photos](#)
- [Exhibit 19 Applicants Presentation](#)
- [Exhibit 20 Gary Knopp Comment](#)
- [Exhibit 21 J Tearney Comment](#)
- [Exhibit 22 Notice of Public Hearing Planning Commission - Copy](#)

This item will be placed on the March 7, 2016 Regular Council Meeting Agenda for Council's consideration in a closed record meeting.

K. Community Development Miscellaneous and Updates

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

Presenter: Phil Bourquin, Community Development Director

Bourquin commented about the recent Bonneville Power Administration's (BPA) release of an Environmental Impact Statement (EIS) and clarified that the EIS was not a decision to build. Bourquin recommended the City continue to work through appropriate counsel to review the EIS and provide written comments directly to BPA, prior to a record of decision being issued.

L. Janitorial Contract for Services

Details: The City of Camas issued a Request for Quotes for City-wide janitorial services. Three quotes were received and reviewed; staff provided an overview supporting which contractor was selected.

Presenter: Pete Capell, City Administrator

 [Janitorial Memo](#)

[Contract for Janitorial Service with S&S Janitorial](#)

This item was amended and included on the February 16, 2016 Consent Agenda for Council's consideration.

- M. City Administrator Miscellaneous Updates and Scheduling
Details: This is a placeholder for miscellaneous or scheduling items.
Presenter: Pete Capell, City Administrator

Capell informed Council about Emergency Management Training on May 26, 2016 at Lacamas Lodge.

V. COUNCIL COMMENTS AND REPORTS

Anderson and Hogan commented about the Annual Planning Conference.

Anderson updated Council about C-TRAN's Service Change Concepts project, their Rapid Transit System project and distributed C-TRAN's The Vine Construction Update newsletter. He stated he will be attending the East County Fire and Rescue (ECFR) meeting and an Economic Development meeting this week.

Chaney, Hazen and Hogan commented about the Downtown Camas Association's (DCA) recent downtown video series.

Chaney commented about the Comcast Franchise Agreement.

Hazen commented about his work schedule.

Hogan stated he will be attending the upcoming Camas-Washougal Economic Development Association (CWEDA) meeting.

Carter attended the Library Board of Trustees meeting and will be attending the Planning Commission meeting this week. She commented about the Best of Clark County voting.

Turk attended a Jurassic Parliament training and commented about Sister Cities activities.

Mayor commented about economic development in the City.

VI. PUBLIC COMMENTS

Cal Stone, 3802 NW 27th Ave, Camas, commented about the City's parks and trails, and thanked Council and staff for the additional street lights on Pacific Rim Boulevard.

VII. ADJOURNMENT

The meeting adjourned at 5:45 p.m.

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



February 8, 2016

Mr. Steve Wall, P.E.
Public Works Director
City of Camas
616 NE Fourth Avenue
Camas, Washington 98642

**SUBJECT: PROPOSAL FOR WASTEWATER TREATMENT FACILITY
SPILL CONTROL PLAN
CITY OF CAMAS, CLARK COUNTY, WASHINGTON
G&O #20164.81**

Dear Mr. Wall:

Per our previous discussions, Gray & Osborne, Inc. submits this proposal for completion of a Spill Control Plan (Plan) for the City of Camas Wastewater Treatment Facility (WWTF).

This plan will meet the requirements of Section S9 of the City of Camas WWTF NPDES Permit as stated below:

1. A list of all materials used and/or stored on site which may become pollutants or cause pollution upon reaching state waters. Separately identify all oils, petroleum products, and other materials which would be designated as Dangerous Waste (DW) or Extremely Hazardous Waste (EHW) by the procedures set forth in WAC 173-303-070 if spilled.
2. A description of preventive measures and facilities which prevent, contain, or treat spills of these materials. Include a drawing of the facility up to its property boundaries showing drainage patterns, storage areas, overhead cover, berms, containment features, and emergency supplies.
3. A description of the reporting system the Permittee (City of Camas) will use to alert responsible managers and legal authorities in the event of a spill.
4. A description of how staff will be trained to implement the plan.

Our work will consist of one site visit to meet with WWTF staff; review existing chemical usage, storage, and handling procedures; and confirm building and site configurations necessary to provide appropriate drawings for the Plan.



Mr. Steve Wall, P.E.
February 8, 2016
Page 2

We will submit an initial electronic draft of the Plan for the City to review and upon receiving the City's comments we will incorporate those comments and provide a copy of the final Plan as one electronic and three hard copies to the City.

The Project Manager for this work will be Ken Alexander in our Vancouver office, who will be assisted by Susan Welland. As indicated in the attached Exhibit B, the estimated cost of the attached scope of work is the not-to-exceed amount of \$5,200.

Please advise us should you require any additional information concerning this proposal.

Sincerely,

GRAY & OSBORNE, INC.

Ken Alexander, P.E.

KCA/hh
Encl.

cc: Mr. Jay Swift, P.E., Gray & Osborne, Inc., Seattle

**CITY OF CAMAS – WASTEWATER TREATMENT FACILITY SPILL
CONTROL PLAN**

Gray & Osborne, Inc. is hereby authorized to proceed with the engineering services as noted herein and under the terms and conditions of our current On-Call Water and Wastewater Engineering Services Contract dated December 2, 2013, for a cost not to exceed \$5,200 as noted herein without further written direction and authorization of the City.

Name (Print)

Title

Signature

Date

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Camas - Wastewater Treatment Facility Spill Control Plan

Tasks	Project Manager Hours	Certified WWTF Operator Hours	CAD Technician Hours
1 Background Research			
a WWTF Site Visit	1	10	
b Collect Necessary Data		4	
2 Draft Plan			
a Pollutant List		2	
b Spill Prevention Measures with Figures	1	8	12
c Reporting Procedures		2	
d Training Requirements	1	4	
3 Final Plan	1	4	2
Hour Estimate:	4	34	14
Fully Burdened Billing Rate Range:*	\$115 to \$178	\$85 to \$110	\$45 to \$90
Estimated Fully Burdened Billing Rate:*	\$155	\$100	\$60
Fully Burdened Labor Cost:	\$620	\$3,400	\$840

Total Fully Burdened Labor Cost: \$ 4,860

Direct Non-Salary Cost:

 Mileage & Expenses (mileage @ current IRS rate) \$ 193

 Printing \$ 147

TOTAL ESTIMATED COST: \$ 5,200

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

After Recording Return To:

City of Camas
616 NE 4th Avenue
Camas, WA 98607

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein):

Septic Tank Easement and Use Agreement

Reference Number(s) of Documents assigned or released: N/A

Grantor(s): Parker Village, LLC

Grantee(s): City of Camas

Legal description (abbreviated: i.e. lot, block, plat or section, township, range):



Additional legal is on Exhibits A and B to document.

Assessor's Property Tax Parcel/Account Number:

THIS SEPTIC TANK EASEMENT AND USE AGREEMENT (“**Agreement**”) is made effective as of ____ day of November, 2015, between PARKER VILLAGE, LLC, a Washington limited liability company, herein called “**Grantor**,” and the CITY OF CAMAS, a municipal corporation of the State of Washington, herein called “**Grantee**.”

Grantor owns the property located at Lot 61, Parker Village Subdivision, Clark County, Washington, which is more particularly described on attached **Exhibit A** (the “**Grantor’s Property**”).

Grantor is developing, operating and managing a residential subdivision (the “**Subdivision**”) on property adjacent to Grantor's Property and, as a condition of Grantee's approval of the Subdivision, Grantor has agreed to grant certain easements over and across Grantor’s Property for the purposes described in this Agreement.

NOW THEREFORE, for valuable consideration, receipt of which is acknowledged, Grantor hereby grants to Grantee a perpetual, nonexclusive Access and Sanitary Sewer Easement, all as more particularly described on attached **Exhibit B** and as approximately illustrated on the map attached as **Exhibit C** (the “**Easement**”).

The Easement granted pursuant to this Agreement are granted upon, and are subject to, the following terms and conditions:

1. **Easement Purposes.** The Easement granted pursuant to this Agreement shall be for the purposes of excavation, inspection, maintenance, operation, repair and replacement of a below-ground 50,000 gallon septic tank measuring 12’ diameter by 68.7’ long within the Easement (the “**Septic Tank**”).

2. **Septic Tank.** Any work to be performed by Grantee or its Permittees with respect to the excavation, inspection, maintenance, operation, repair and replacement of the Septic Tank within the Easement shall be diligently pursued to completion once commenced, conducted in a good and workmanlike manner consistent with the prevailing standards for such work, and completed lien-free and in compliance with all applicable laws, all at Grantees’ sole cost and expense. For the purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the septic system as nearly as possible in their present condition or as hereafter improved. Grantee shall expeditiously repair any damage to the surface of the Easement and the remainder of the Grantor’s Property resulting from such work or related to the presence or use of the Septic Tank and shall return the surface of the Easement to its original grade. Grantee will provide for adequate erosion control and shall return all landscaping, shrubs, and paving, if any, to the condition they were in immediately prior to commencement of any work under this Agreement.

3. **Third Parties.** Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to

the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted to the Grantee hereunder.

4. Improvements. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, said improvements shall be solely for the account of the improver. Grantee shall not make any improvements without Grantor's prior written consent. Should Grantee desire to construct any improvements to the Grantor's Property, Grantee shall present a written proposal to Grantor specifying the location, size and specifications of the improvements. Grantor shall specify either its written approval, disapproval, or required modifications within thirty (30) days of Grantee's request. Such approval shall not be unreasonably withheld or conditioned by Grantor. Any approved improvements necessary for Grantee's activities under this Agreement shall be Grantee's sole responsibility and undertaken at Grantee's sole cost and expense. Any construction or improvements undertaken by Grantee shall follow all applicable laws, rules, and regulations and Best Management Practices of the State of Washington.

5. Exercise of Rights. Grantee may permit its agents, contractors, licensees, vendors, lessees, purchasers of rock or other valuable materials, and their agents, herein individually referred to as "**Permittee**" and collectively referred to as "**Permittees**," to exercise the rights granted to it herein provided such use by any Permittee is directly related to the limited purposes for which the Easement is granted.

6. Indemnification. To the full extent not prohibited by applicable law, Grantee agrees to defend, indemnify and save harmless Grantor from and against all causes of action, litigation, cost, loss, liability, damage and expense (including attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property, to whomsoever belonging, arising out of or in any way connected with the exercise by Grantee or any of its Permittees of the rights granted herein, including but not limited to the presence or use of the Septic Tank by Grantee and its Permittees, except to the extent such causes of actions, litigation, cost, loss, liability, damage and expense results from the negligence of Grantor. Grantee shall be responsible to repair, restore, and reimburse Grantor for any damage or loss to Grantor's real or personal property arising out of or in any way connected with Grantee's exercise of its rights and performance of their obligations under this Agreement or from any damage or loss arising out of breakage or malfunction of the Septic Tank.

GRANTEE ACKNOWLEDGES THAT THE FOREGOING PROVISIONS OF THIS REQUIRE GRANTEE TO INDEMNIFY GRANTOR AGAINST CLAIMS MADE BY EMPLOYEES OF GRANTEE. GRANTEE EXPRESSLY WAIVES ANY AND ALL IMMUNITIES WHICH GRANTEE MAY HAVE UNDER AND PURSUANT TO THE PROVISIONS OF RCW TITLE 51 AS THE SAME MAY BE HEREAFTER AMENDED. GRANTEE ACKNOWLEDGES THAT THE WAIVER OF SUCH IMMUNITY(IES) WAS SEPARATELY NEGOTIATED AND MUTUALLY AGREED UPON BETWEEN GRANTOR AND GRANTEE.

7. **Insurance.** Grantee's participation in the self-insured governmental risk pool Washington Cities Insurance Authority (WCIA) shall satisfy insurance requirements relating to the duties and responsibilities of the Grantee as set forth herein. This self-insurance is accepted by Grantee as a substitute for insurance coverages that would otherwise be required under this Agreement.

8. **Compliance with Laws and Regulations and Safety Rules.** Grantee shall comply with all applicable Federal, State and local laws, regulations and ordinances, including but not limited to those governing the excavation, inspection, maintenance, operation, repair and replacement of the Septic Tank. It is understood that the Grantor's Property is situated near the Subdivision owned or managed by Grantor and its affiliates and, as a result, the Easement granted herein are subject to any restrictions or limitations imposed by applicable covenants or rules that Grantor establishes for the Subdivision. In exercising any rights under this Agreement, Grantee and any Permittee shall comply with all of the covenants relating to the Subdivision and Grantee shall obtain, comply with and be solely responsible for, at its own expense, any permits necessary to operate and maintain the Septic Tank.

9. **Hazardous Substances.** Grantee will comply with all applicable law regarding the use, storage, and handling of Hazardous Substances. In addition, Grantee must: (a) not dispose or discard any dangerous, hazardous, or regulated products, materials or substances including petroleum products, anti-freeze, oil filters, grease tubes, and similar items on Grantor's Property; (b) regularly inspect any vehicles and equipment used by Grantee for hydraulic and fuel leaks, and ensure that such vehicles and equipment are repaired and properly maintained before use on Grantor's Property; (c) immediately cleanup and properly dispose of any and all leaks, spills, and overfills of any material or substance, including any contaminated soil; and (d) immediately notify Grantor of any event which is required to be reported under environmental laws. As used in this Agreement, the term "**Hazardous Substance**" means any fuels, oils, pollutants, contaminants, chemicals or hazardous, toxic, or dangerous wastes, substances, chemicals or materials regulated or controlled pursuant to any applicable law now or at any time hereafter in effect.

10. **Successors and Assigns; Termination.** The rights and obligations herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and shall be appurtenant to the Property for so long as Grantee continues to operate Grantee's Facility on the Property.

11. **Prior Rights.** The Easement granted pursuant to this Agreement and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations either of record or that a complete survey and inspection of the Easement and related areas of Grantor's Property would reveal.

12. **Condition of Grantor's Property As-Is.** Grantee accepts the Easement and any other portion of Grantor's Property related to the Easement strictly AS IS, with all defects, apparent or latent, without any representation or warranty by Grantor or any representative of

Grantor, expressed or implied. Grantees hereby assume all risk of its use of the Easement and the exercise of its rights under this Agreement.

13. Liens. Grantee shall promptly pay when due all charges and expenses for all materials, labor and supplies used by Grantee in connection with its maintenance, repair and reconstruction of the Septic Tank, and will keep Grantor's Property free from liens therefor.

14. Attorneys Fees. If suit or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, on any petition for review, and in any other proceeding, including any bankruptcy case (including any contested matter or adversary proceeding therein and matters peculiar to bankruptcy) or arbitration proceeding, in addition to all other sums provided by law.

15. Notices. Notices given under this Agreement shall be in writing and delivered by certified or registered U.S. Mail, postage paid, return receipt requested, by United States Express Mail or other established express delivery service (such as Federal Express or UPS), postage or delivery charge prepaid; by confirmed facsimile transmission or other telecommunication device capable of transmitting or creating a written record; or personally, at the respective address set forth below or such other address as the party may designate by written notice to the other. Such notices shall be effective upon receipt, or, if delivery is refused by the addressee party, upon refusal of such delivery. Until a party designates another address for notice by notice given pursuant to this section, any notice to Grantor shall be made to Parker Village, LLC, Attn: Patrick Ginn, 800 NE Tenney Road, #110-348, Vancouver, WA 98685, and any notice to Grantees shall be made to the City of Camas, Attention: Public Works Director, 616 NE 4th Avenue, Camas, Washington 98607.

16. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any and all suits and proceedings to enforce provision of this Agreement shall be instituted and maintained in the Superior Court of the State of Washington located in Clark County, Washington.

17. Counterparts. This Agreement may be executed in two or more counterparts and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each party to this Agreement.

Signatures on following page(s)

GRANTEE:

CITY OF CAMAS

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

On _____, 2015, before me personally appeared _____, to me known to be the _____ of the City of Camas, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: _____

Name (Print): _____

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

EXHIBIT A

Description of Grantor's Property

A tract of land located in a portion of the southwest quarter of the southwest quarter of Section 4, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at the southwest corner of said Section 4;

Thence South 88°29'00" East, along the south line of said section 4, for a distance of 34.32 feet

Thence North 01°21'14" East, for a distance of 555.00 feet;

Thence South 88°29'00" East, for a distance of 262.01 feet;

Thence South 01°31'00" West, for a distance of 26.00 feet to the TRUE POINT OF BEGINNING;

Thence South 88°29'00" East, for a distance of 196.40 feet;

Thence along the arc of a 126.00 foot radius curve to the left, for an arc distance of 64.96 feet, through a central angle of 29°32'29", the radius of which bears North 01°31'00" East, the long chord of which bears North 76°44'46" East, for a chord distance of 64.25 feet;

Thence along the arc of a 74.00 foot radius reverse curve to the right, for an arc distance of 29.97 feet, through a central angle of 23°12'30", the radius of which bears South 28°01'29" East, the long chord of which bears North 73°34'46" East, for a chord distance of 29.77 feet;
Thence along the arc of a curve 20.00 foot radius compound curve to the right, for an arc distance of 33.62 feet, through a central angle of 96°18'21", the radius of which bears South 04°48'58" East, the long chord of which bears South 46°39'48" East, for a chord distance of 29.80 feet;

Thence South 01°29'23" West, for a distance of 187.13 feet;

Thence North 88°30'37" West, for a distance of 97.47 feet;

Thence along the arc of a 74.00 foot radius non-tangent curve to the left, for an arc distance of 82.59 feet, through a central angle of 63°56'46", the radius of which bears South 65°27'47" West, the long chord of which bears North 56°30'35" West, for a chord distance of 78.37 feet;

Thence North 88°28'58" West, for a distance of 139.19 feet;

Thence North 01°31'00" East, for a distance of 22.00 feet;

Thence North 88°29'00" West, for a distance of 6.00 feet;

Thence North 01°31'00" East, for a distance of 118.00 feet to the TRUE POINT OF BEGINNING.

Containing 1.13 acres, more or less.

Together with and subject to an easement for the installation, construction, renewing, operation and maintenance of a Sanitary sewer system and its' related appurtenances, over, under and across a forty foot wide strip of land, being 20 feet on each side of the following described centerline;

Beginning at the Northwest corner of the above described Lot 61;

Thence South 88°29'00" East, for a distance of 26.99 feet to the TRUE POINT OF BEGINNING of said centerline description;

Thence South 01°31'00" West, for a distance of 140.00 feet to the terminus of said centerline description, the sidelines of which shall be lengthened or shortened to intersect the north and south lines of said Lot 61.

EXHIBIT B

Description of Easement

“ACCESS AND SANITARY SEWER EASEMENT”

An easement located in a portion of the southwest quarter of the southwest quarter of Section 4, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, for the installation, construction, renewing, operation and maintenance of a Sanitary sewer system and its' related appurtenances, over, under and across a forty foot wide strip of land, being 20 feet on each side of the following described centerline;

Beginning at the southwest corner of said Section 4;

Thence South 88°29'00" East, along the south line of said section 4, for a distance of 34.32 feet

Thence North 01°21'14" East, for a distance of 555.00 feet;

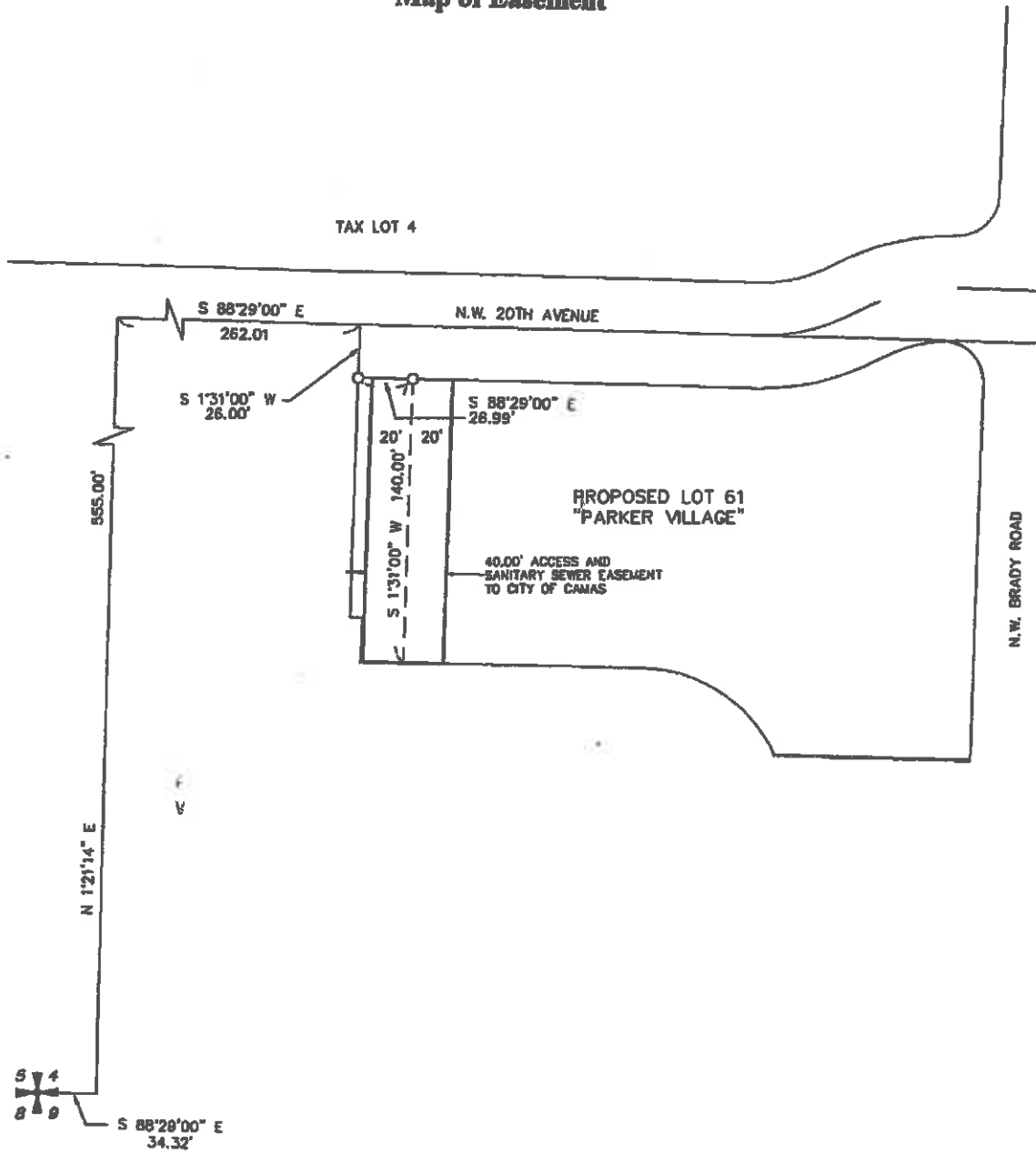
Thence South 88°29'00" East, for a distance of 262.01 feet;

Thence South 01°31'00" West, for a distance of 26.00 feet;

Thence South 88°29'00" East, for a distance of 26.99 feet to the TRUE POINT OF BEGINNING of said centerline description;

Thence South 01°31'00" West, for a distance of 140.00 feet to the terminus of said centerline description.

EXHIBIT C
Map of Easement



Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: SS-612C1

Firm/Organization Legal Name (do not use dba's): HDJ Design Group, PLLC	
Address 314 W. 15th Street	Federal Aid Number
UBI Number 601-631-442	Federal TIN or SSN Number 91-1097492
Execution Date	Completion Date 12/31/16
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Forest Home Road Slide Repair	
Description of Work Design engineering, environmental process, public involvement process and other related Architectural and Engineering services for the Forest Home Road Slide Project. Professional services will include land surveying, geotechnical evaluation, structural design, environmental documentation & permits, civil design and utility coordination. Additionally, project coordination and required federal documentation will be performed.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$95,483.05	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: SS-612C1

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Camas hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number: SS-612C1

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: James E. Carothers
Agency: City of Camas
Address: 616 NE 4th Avenue
City: Camas State: WA Zip: 98607
Email: jcarothers@cityofcamas.us
Phone: 360-817-7230
Facsimile:

If to CONSULTANT:

Name: Ken Hash
Agency: HDJ Design Group, PLLC
Address: 314 W 15th Street
City: Vancouver State: WA Zip: 98660
Email: hashk@hdjdg.com
Phone: 360.695.3488
Facsimile: 360.695.8767

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number: SS-612C1

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

Agreement Number: SS-612C1

- B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

Agreement Number: SS-612C1

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number: SS-612C1

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

Agreement Number: SS-612C1

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

Agreement Number: SS-612C1

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Agreement Number: SS-612C1

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: James E. Carothers
Agency: City of Camas
Address: 616 NE 4th Avenue
City: Camas State: WA Zip: 98607
Email: jcarothers@cityofcamas.us
Phone: 360-817-7230
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

Agreement Number: SS-612C1

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

Agreement Number: SS-612C1

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

Agreement Number: SS-612C1

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A ***Scope of Work***

Project No. SS-612C1

See attached Exhibit A

Agreement Number: SS-612C1

CITY OF CAMAS, WASHINGTON

Scope of Work Forest Home Road Slide – Phase 1 City of Camas Project SS-612C1

The Standard WSDOT Local Agency Consultant Agreement is amended and supplemented to include the following provisions regarding the Scope of Services.

INTRODUCTION

HDJ Design Group and their Consultant team have been selected by the City of Camas to perform design engineering, environmental process, public involvement process and other related Architectural and Engineering services for the Forest Home Road Slide Project. Professional services will include land surveying, geotechnical evaluation, structural design, environmental documentation & permits, civil design and utility coordination. Additionally, project coordination and required federal documentation will be performed.

The project team includes:

- Apex Engineering – Geotechnical exploration
- Aptum Inc. – Structural design
- Normandeau Associates - environmental review and documentation
- Archaeological Investigations Northwest (AINW) – cultural resources documentation
- Epic Land Solutions – right-of-way acquisition

The Forest Home Road Slide Project is federally funded and is intended to address slide repair issues in the project area.

The City of Camas is anticipating that environmental assessment for this Project will result in “Documented Categorical Exclusion (DCE)” for the National Environmental Policy Act (NEPA) and a “No Effect” ESA Determination. A Joint Aquatic Resource Permit Application (JARPA) will be completed to address environmental impacts. A City Critical Areas Ordinance and a State Environmental Policy Act (SEPA) checklist shall be prepared for the Project. Also the Consultant shall prepare the National Pollutant Discharge Elimination System (NPDES) application and Storm Water Pollution Prevention (SWPP) Plan for the Project.

PROJECT DESCRIPTION/BACKGROUND

Forest Home Road is classified as a 2-Lane Minor Arterial on the City of Camas Arterial Map. The existing roadway consists of two lanes with no shoulder, pedestrian or bicycle facilities. A slide occurred between approximately MP 0.6 and MP 0.7 on the southerly side of the road. The road is currently closed to all traffic.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

HDJ shall oversee project tasks and coordinate with City representatives to manage the scope, schedule and budget for the design engineering phase.

Subtask 1.1 – Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups; total cost for labor and expenses for the billing period; subconsultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees. The only markup for subconsultants will be for the B&O Tax no additional markup will be included in the billing by HDJ.
- Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
- Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include: date period covered by Status Report, brief summary of work performed during the billing period, a notice to CITY raising any issues or concerns that could require a contract amendment/supplement, a brief summary of completed and/or upcoming project milestones, and action items needed from CITY for project delivery. Consultant shall monitor the status of the budget and take corrective actions to correct undesirable budget trends involving the CITY if scope is impacted.
- Maintain project documentation including a design memorandum, design criteria matrix and design decisions. Provide copies of project files and records to the CITY for audits and public information requests. Final submittal documents shall be provided in electronic format.

Deliverables

- Monthly invoices, Contract Summary Reports, and Project Status Reports.
- Project Documentation, upon request

Subtask 1.2 – Meetings

This item includes the preparing for and facilitating regular meetings to successfully complete the project.

- The Consultant shall schedule Project team meetings and prepare meeting agendas. This includes a Project kick-off meeting, monthly progress meetings with City staff, and coordination meetings.

- The Consultant shall organize and hold Project meetings with key Project team members, as well as representatives from the City of Camas and other agencies, as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.

Deliverables

- Meeting Agendas and Meeting Summaries delivered within 5 working days of the meeting

Subtask 1.3 – Management, Coordination, and Direction

- The Consultant shall provide management, coordination, and direction to the Project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- The Consultant shall prepare and maintain a project design schedule. The schedule shall identify CONSULTANT tasks, major milestones and deliverables, and items provided by CITY and other consultants. The schedule shall be updated every month or as circumstances require.
- The Consultant shall coordinate Consultant tasks and activities with the City. This shall include using monthly meetings to plan and coordinate upcoming activities.
- The Consultant shall coordinate with private and public utilities, including power, phone, cable, gas and other utilities.
- The Consultant shall coordinate with property owners adjacent to the Project who will be affected by the roadway design. Prior approval from the City's Project Manager will be required before any contact with neighborhood associations or private property owners occurs.

► Deliverables

- Project Schedule & Schedule Updates
- Summary notes of coordination efforts

Subtask 1.4 – Coordination with WSDOT and FHWA

- The Consultant shall coordinate with Washington State Department of Transportation (Local Programs Office), and FHWA.
- Prepare Detailed Damage Inspection Report including a betterment justification memo. Provide copies to the CITY for submittal to WSDOT.
- Prepare LA Prospectus and Agreement. Provide copies to the CITY for submittal to WSDOT.

► Deliverables

- Coordination meeting agendas and meeting summaries.
- Detailed Damage Inspection Report with a betterment justification memo.
- LA Prospectus and Agreement

TASK 2: DATA COLLECTION

HDJ will perform topographic surveying and data collection services to include the following:

Subtask 2.1: Surveying

- Establish a control network throughout the project limits based on the Clark County horizontal and vertical datum (NAD 83/91 & NGDV 29/47).
- Conduct research of existing records for information on deeds, surveys, plats, road rights-of-way and easements along the project corridor.
- The survey field crew will collect data (property corners, right-of-way/centerline monuments, control and physical boundary/right-of-way features) in the project area and relevant to the project site. The project surveyor will then review research and field data and determine the right-of-way location.
- Perform topographic survey along project corridor (200' above and below the slide zone, north back of ditch to 10'south of the creek bottom). HDJ will conduct research of existing records for information on available as-built and utility maps, call one-call utility locates and then field survey existing above ground features (i.e. edge of pavement, curbs, sidewalks, buildings, trees, utilities, etc.) as well as elevations. Additional surveying to locate wetland flagging.
- Prepare legal descriptions and exhibits for right-of-way acquisition and easement takes. It is assumed that there will be approximately 2 legal/exhibits to prepare
- Prepare surface model reflecting collected topographic survey and breaklines.

Subtask 2.2: Base Map

- Upon completion of topographic survey and development of surface model, HDJ will prepare an existing conditions base map showing mapped features and utilities collected from both survey and as-built plans.
- Consultant shall coordinate with City staff regarding drafting standards and conventions.

Subtask 2.3: Site Visits

- Consultant will conduct site visits to verify design fits field conditions.

Subtask 2.4: Project Photos

- Consultant will conduct site visits, take project photos of each property along the corridor and conduct field verification of survey data represented in project base map. Consultant will use photographs to document pre-project conditions.

Deliverables

- Topographic Survey
- Surface Model
- Base map
- Legal Descriptions and Exhibits
- Project Photos
- Right of way plans

TASK 3: GEOTECHNICAL

Subtask 3 – Geotechnical Engineering

This task includes completing a geotechnical evaluation for the design of a landslide repair scheme. It includes working with the Design Team and City staff to design a revetment that will stabilize the roadway embankment while maintaining the current creek channel.

The purpose of this study would be to assist the design team in developing a repair for the landslide. The key geotechnical issues associated with the project will include: an investigation of any potential geologic hazards associated with the project site, evaluating the subsurface soil and groundwater conditions, and providing design recommendations for a repair system to stabilize the slope.

- Complete a review of existing geotechnical and geological information available. This review will include published geology maps, NRCS soil surveys, and past geotechnical reports for the area.
- Complete a detailed geologic reconnaissance of the site. An Engineering Geologist will walk available portions of the site to observe surface manifestations of geotechnically related issues and underlying geology. The reconnaissance will include the condition of surface improvements (evidence of past settlement or failure), surface vegetation, surface fills, soil exposures, springs or seeps, soft ground, and evidence of slope movement.
- Mark the proposed exploration locations in the field in order to complete the necessary utility location activities.
- Complete three drilled borings evaluate subsurface conditions throughout the landslide area. Borings will be completed within the roadway as the slope is too steep to allow for drill rig access.

- The borings will each penetrate a minimum of five feet into the underlying Troutdale formation.
- Samples will be collected and transported to the office for further classification and testing.
- Borings will be backfilled in accordance with WSDOE regulations. The pavement surface will be patched with cold patch.
- Maintain a log of the soils encountered in the explorations and collect soil samples for laboratory testing.
- Select samples will be transported to a subcontract laboratory. A suite of classification and strength tests will be completed to develop information for use in the stability model.
- Complete computerized slope stability analyses using the program SLOPE/W. A statistical analysis of all assumed parameters will be included. The slope stability analysis will be used to develop a preferred repair methodology and to determine the type, size, and location of the repair.
- Prepare and submit a draft geotechnical report for the project. The report will contain the following:
 - Detailed logs of subsurface explorations.
 - Site plans indicating the exploration locations and relevant features as well as interpreted geology.
 - Laboratory testing results.
 - Comprehensive descriptions of the subsurface conditions prepared by an Engineering Geologist.
 - Description of and results of the stability analysis.
 - Preliminary recommendations for the design of the slope repair.
- Consult with the design team to develop the final design.
- Subsequent to the completion of the design process, a final geotechnical report incorporating requested changes/updates from the project team's review of the draft report will be prepared.
- Coordinate geotechnical tasks with other design tasks
- Attendance at up to two project meetings

Assumptions

The above scope of work is based upon the following assumptions:

- The roadway will remain closed and as such, traffic control will not be necessary.
- Field work will be performed during daylight hours.
- The City will issue a street use permit at no cost to the Consultant.

Deliverables

- Draft geotechnical report (electronic PDF copy)
- Final geotechnical report (electronic PDF copy and up to 5 hard copies)

TASK 4: ENVIRONMENTAL

TASK 4.1 Stream and Wetland Field Review and Report

Phase 1 Scope

The small stream and any associated wetlands at the toe of the slide need to be identified and demarcated to facilitate project design and reviewed for potential project impacts to Waters of the U.S. Thus Normandeau will:

- Flag the OHWM of the stream and limits of associated wetlands beyond the OHWM. Flagging will extend approximately 100 feet beyond either edge of the current slide.
- Conduct office work and field work to complete a preliminary functional assessment and rating of wetlands, if present, according to Washington State Department of Ecology's (Ecology's) Wetland Rating System (2014).

Assumptions:

- Demarcating of the OHWM will follow *Determining the Ordinary High Water Mark on Streams in Washington State*, March 2010 Second Review Draft, Ecology Publication 08-06-001.
- The Regional Supplement to the US Army Corps of Engineers (USACE) Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region, ver. 2.0 (2010) will be followed.
- Normandeau will coordinate with HDJ to survey the location of OHWM and wetland flags in the field.

Deliverables:

- Sketch map of flagging to HDJ for survey.

TASK 4.2 Joint Aquatic Resources Permit Application (JARPA) and Clean Water Act (CWA) Compliance

Phase 1 Scope

During Phase 1, the consultant team will coordinate with agency and City staff regarding project design/goals and issuance of a permit under CWA §404 and certification by Ecology under CWA §401. For Phase 1 Normandeau will:

- Coordinate with consultant, City, and USACE Seattle District environmental staff (presumably Mr. David Martin) to request an office visit to present and discuss the project.
- Attend an office visit with USACE in Seattle (and Ecology staff if they elect to attend) to review the project and discuss concerns or recommendations agency staff may have regarding issuance of authorizations under the CWA.

Assumptions:

- Engineering drawings, Best Management Practices, and related design and construction information will be provided by others.
- The project will meet Ecology's §401 General Conditions and thus be Certified under Nationwide Permit (NWP) 14.

Deliverables:

- Attend an office visit with USACE staff (not to exceed 8 hours including prep, travel, and meeting time).

TASK 4.3 Washington Department of Fish & Wildlife (WDFW) Hydraulic Project Approval (HPA)

Phase 1 Scope

The project will require construction activity below the OHWM and thus review for potential impacts to Waters of the State by WDFW. For Phase 1 Normandeau will:

- Coordinate with consultant, City, and WDFW staff to request an office visit to present and discuss the project.
- Attend an office meeting with WDFW staff to review project and discuss concerns or recommendations agency staff may have regarding the project.

Assumptions:

- OHWM demarcation is acceptable to WDFW.
- No resident fish are either present in the stream or of concern to WDFW.

Deliverables:

- Attend an office visit with WDFW staff (not to exceed 4 hours including prep, travel, and meeting time).

TASK 4.4 National Environmental Policy Act (NEPA) Compliance

Phase 1 Scope

Based on the apparent limited impacts and required design/construction activities, this project will require a NEPA Categorical Exclusion (CE) Documentation form and follow related Washington State Department of Transportation (WSDOT) Highway & Local Programs (H&LP) procedures. Thus documentation based on supporting technical information will be prepared in accordance with FHWA regulations and WSDOT Environmental Procedures Manual. For Phase 1 Normandeau will:

- Attend an office meeting with WSDOT environmental staff to review project and discuss concerns or recommendations agency staff may have regarding the project.
- Normandeau will prepare a preliminary CE Documentation form, coordinate with agency and City staff, and submit the CE Documentation form and supporting documents to

WSDOT. Part 4 of the CE Documentation form has Environmental Considerations that are to be addressed as follows:

1. Air Quality: None.
2. Critical/Sensitive Areas: Addressed based on GIS database and Sole Source Aquifer checklist for aquifers, GIS database and geotechnical report for geological hazards, Endangered Species Act (ESA) analysis for listed species, and the WDFW database.
3. Cultural Resources/Historic Structures: Addressed based on cultural determination.
4. Floodplains and Floodways: None.
5. Hazardous and Problem Waste: Addressed based on HDJ hazardous materials research and memorandum.
6. Noise: None.
7. Parks, Recreation Areas, Wildlife Refuges, Historic Properties, Wild and Scenic Rivers/Scenic Byways, or 4 (f)/6 (f): Addressed based on cultural resource determination or none.
8. Agricultural Lands: None.
9. Rivers, Streams, or Tidal Waters: Addressed based on resource agency database information.
10. Tribal Lands: Addressed based on cultural resource determination.
11. Visual Quality: Assumed no change in roadside classification, thus not applicable.
12. Water Quality/Storm Water: Addressed based on HDJ stormwater design.
13. Previous Environmental Commitments: Assumed none, but if there are any commitments, the City will provide description of commitments.
14. Environmental Justice (EJ): Extent of effort depends upon ROW purchase.

Assumptions:

- Engineering drawings, Best Management Practices, and related design and construction information will be provided by others.
- Analysis of a detour route is not required.
- Advanced Acquisition of ROW and Environmental Justice: City may need to acquire ROW prior to or in conjunction with NEPA review. Thus advanced purchase and associated EJ analysis needs to be addressed.
- No formal NEPA Administrative Record or informal collection of email, faxes, maps, calculations, project team meeting notes, public comments, public notice affidavits, final technical reports, etc. will be prepared for the project.

Deliverables:

- Attend an office visit with WSDOT staff (not to exceed 3 hours including prep, travel, and meeting time).

- Preliminary NEPA analysis and incorporate into a preliminary CE Documentation form
(One draft electronic copy to HDJ)

TASK 4.5 Endangered Species Act (ESA) Compliance

Phase 1 Scope

Normandeau will conduct database research and a field survey to identify federally listed species in the project area. This information will be used to prepare a preliminary ESA compliance document, presumably a No Effect Letter, addressing potential direct and indirect effects to plant, fish, and wildlife species that are listed under the ESA. The No Effect Letter will meet the needs and requirements of WSDOT and support JARPA submittals. For this subtask, Normandeau will:

- Research information on the location and status of special status plants, fish, and wildlife (i.e., federally listed threatened, endangered or proposed for listing species) target species. Information will be obtained from Washington Department of Natural Resources (GIS database), WDFW (website), US Fish and Wildlife (website) and NOAA Fisheries (website).
- Review literature and scientific data to determine target species distribution, habitat needs, and other biological requirements.
- Conduct an on-site inspection of the area of potential effect to determine the likely presence of target species and to determine whether suitable habitat exists within the project area.
- Review and analyze the potential direct and indirect effects of the project on individuals, populations, and their functionally suitable habitat (e.g., habitat for documented species or habitat for target species presumed to occur in the action area). The impacts from clearing of vegetation and associated loss of habitat will be used to evaluate loss.
- Prepare a No Effect Letter to address all species listed for Clark County. A simple sentence or two will be included for the species on which the project will have no effect.

Assumptions:

- Neither species nor critical habitats under the jurisdiction of NOAA Fisheries are present in the project area.
- Impacts to habitat will be quantified (area of temporary and permanent disturbance) by HDJ for only the final alignment.
- No pre-consultation meetings with the agencies will be required.
- The project will result in no impacts to listed species, critical habitats, or Essential Fish Habitat, and a No Effect Letter will be sufficient to address ESA compliance.
- Letter report will not exceed 10 pages (with required maps).

Deliverables:

- Preliminary ESA No Effect Letter (one electronic draft to HDJ).

TASK 4.6 Sole Source Aquifer Program Compliance

Phase 1 Scope

The project is underlain by the Troutdale Sole Source Aquifer and is subject to compliance with the Safe Drinking Water Act (SDWA) Sole Source Aquifer Program administered by the Environmental Protection Agency (EPA). For this subtask, Normandeau will complete an EPA Sole Source Aquifer Checklist based on supporting technical information or reports (such as, a hazardous materials report and hydraulic report) and project design information. The checklist will be submitted to EPA for review and approval. The checklist will be included as a supporting document for Critical Areas reporting.

Assumptions:

- The project will not cause water quality impacts on the Troutdale Aquifer and thus the Checklist will be approved by EPA as submitted.
- Technical information or reports on non-natural resources topics, such as hazardous materials, hydraulics, cultural resources, and project design information will be provided by others.

Deliverables:

- Preliminary Sole Source Aquifer Checklist (one draft electronic copy to HDJ).

TASK 4.7 SEPA Compliance

Phase 2 Scope

To be defined in Phase 2.

TASK 4.8 City of Camas Critical Areas and Significant Tree Permit

Phase 1 Scope

A Critical Areas report will be required (in Phase 2) to address resources (wetlands, critical aquifer recharge areas, frequently flooded areas, geologically hazardous areas, and fish and wildlife habitat conservation areas) impacted. During Phase 1 there will be coordination with City planning staff regarding project design/goals and issuance of a permit under Critical Areas. For Phase 1 Normandeau will:

- Attend an office visit with City staff to review the project and discuss concerns or recommendations planning staff may have regarding jurisdiction and critical area issues.

Deliverables:

- Attend an office meeting with city staff (not to exceed 4 hours each including prep, travel, and meeting time).

Task 4.9 Project Planning and Coordination

Normandeau will support general project planning via attending project team meetings. Task also

includes non-technical internal project activities, such as invoicing, throughout the project.

Assumptions:

- Normandeau involvement is estimated to begin March 8 through October 31, 2016.

Deliverables:

- Attend project kickoff meeting at HDJ (preparation and attendance limited to 3 hours)
- Attend three technical meetings at HDJ (preparation and attendance limited to 3 hours per meeting)

Task 4.10 Cultural and Historic Resource

Documentation on EC form.

Assumptions:

- Cultural and historic resources will be documented as exemption A-20.

Remainder of environmental tasks to be added in Phase 2

TASK 5: DESIGN ENGINEERING – PLANS, SPECIFICATIONS & ESTIMATE (PS&E); EVALUATION OF ALIGNMENT OPTIONS

The Consultant will advance the roadway design through concept / alternatives, 50 percent, 90 percent, and final construction contract documents as part of this task. HDJ Team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals:

- concept / alternatives submittal
- 50% Submittal
- 90% Submittal
- Final submittal

Subtask 5.1: concept / alternatives

The Consultant will develop preliminary slide repair concepts and alternatives to the 10 percent design stage. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the repair concept for the project is established.

Design tasks include the following

- Develop vicinity map
- Develop of up to four concepts / alternatives for the slide repair.
- Develop cross-sections for each of four concepts.
- Develop probable costs for each of four concepts.
- Create a narrative of environmental, right of way, permitting and other issues for each concept.

- Develop a list of impacts for each of four concepts.
- Meet with City staff to decide which concept to move forward into design.

The concept / alternative plans shall include:

- Vicinity map
- Legend Sheet
- Typical sections (4).
- Plan over Profile Sheets showing basic roadway geometry information.

Deliverable

- Concept / alternative Plans (3 copies on 11X17 and a PDF of the plan set)
- Estimate of probable costs
- Design decision memo

Additional tasks to be added in Phase 2

TASK 6: STRUCTURAL ENGINEERING

To be added in Phase 2

TASK 7: UTILITY COORDINATION

Task 7.1 - : Utility Coordination

Contact utilities within the project limits and obtain existing system mapping. Review mapping for consistency with project base map.

Conduct a utility reconnaissance of the project corridor to determine visual evidence of underground and above ground utility facilities and confirm utility provided facility maps and project base map completeness.

Identify and discuss with each utility special requirements associated with their facility relocation or modification.

Subtask 7.2: Utility Meetings

To be added in Phase 2

Subtask 7.3: Conflict Identification, Analysis and Recommended Resolution

To be added in Phase 2

Assumptions:

- City will provide utility plans, GIS and other supporting documents for City utilities within the project corridor
- Utility design location fees, if any, are not included in Consultant's costs and will be paid by the City if required.
- Utilities will provide as-built system maps of their facilities within the project corridor
- Additional right-of-way and/or easements that may be required for relocated utilities, is the responsibility of the utilities or the City in the event of prior rights.

Deliverables

- Existing utility system mapping

TASK 8: RIGHT OF WAY

To be added in Phase 2

TASK 9: PUBLIC INVOLVEMENT

To be added in Phase 2

TASK 10: PROJECT MANAGEMENT AND DESIGN ENGINEERING SERVICES DURING CONSTRUCTION

To be added in Phase 2

CITY DELIVERABLES TO THE CONSULTANT

Sample Projects

The City will provide copies of sample City projects, and design guidelines. The City will also provide electronic files of title blocks, standard details for streets, traffic signal, street lighting and other available details.

Project Coordination

The City will assist the Consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners and the public. The City will provide staff to meet and discuss the

project with the Consultant as needed. The City will provide written comments pertaining to the design submittals.

Right of Entry Permits

The City will obtain the right of access to private parcels within the project corridor. The Consultant will identify parcels where entry is required.

Pavement Design

The City will select the pavement type and structural sections based on the pavement recommendation provided by the Consultant. However, the City reserves the right to alter the pavement and structural sections provided said alterations provide equal or greater structural strength.

Utility List

The City will provide the Consultant with a list of local contacts for utilities within the project limits. Design and plan preparation for the addition or relocation of utilities within the project limits will be completed by others.

Deliverables

- Sample projects
- Project coordination
- Right of Entry permits
- Pavement type & structural sections selection
- Utility list

##.END.##

Exhibit B
DBE Participation

none

Agreement Number: SS-612C1

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCADD Uploadable File (.auf)
Digital Terrain Model (DTM) and LandXML

B. Roadway Design Files

Civil3D

C. Computer Aided Drafting Files

AutoCADD

D. Specify the Agency's Right to Review Product with the Consultant

The agency has the right to review products produced for this project by the Consultant.

E. Specify the Electronic Deliverables to Be Provided to the Agency

See attached scope of work

F. Specify What Agency Furnished Services and Information Is to Be Provided

See attached scope of work

II. Any Other Electronic Files to Be Provided

None

III. Methods to Electronically Exchange Data

E-Mail and ftp sites

A. Agency Software Suite

None

B. Electronic Messaging System

None

C. File Transfers Format

None

Exhibit D
Prime Consultant Cost Computations

See attached fee calculation

Agreement Number: SS-612C1

Forest Home Road Slide - Phase 1

Task and Description	HDJ Design Group PLLC (Engineering/Management)										HDJ TOTAL	SUBCONSULTANTS (NTE)					SUB TOTAL	Phase 1 BUDGET AMOUNT
	Eng-Prncpl	Eng Mngr VI	Eng-III	Des Tech III	Survey Prin	Survey Crew - 2 person	Survey LSIT	CADD-3	Admin	Expense		Geotechnical	RoW	Env/Pl/Str	Archaeological	Noise		
												Apex	Aptum	Normandeu	AINW	Epic		
TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION											\$9,942.00						\$0.00	\$9,942.00
Subtask 1.1 Contract Administration, Invoicing, and Progress Reports	2.00	4.00							1.00		1,082.00						0.00	\$1,082.00
Subtask 1.2 Meetings	2.00	4.00									1,020.00						0.00	\$1,020.00
Subtask 1.3 Management, Coordination and Direction	2.00	24.00									4,120.00						0.00	\$4,120.00
Subtask 1.4: Coordination with WSDOT and FHWA		24.00									3,720.00						0.00	\$3,720.00
TASK 2 -Data Collection											\$15,803.00						\$0.00	\$15,803.00
Subtask 2.1 Surveying											13,420.00						0.00	13,420.00
Subtask 2.1.1: Control Network					2.00	16.00	8.00				3,630.00						0.00	\$3,630.00
Subtask 2.1.2: Conduct records research					2.00		4.00				722.00						0.00	\$722.00
Subtask 2.1.3: Preconstruction record of survey and resolution					4.00		8.00				1,444.00						0.00	\$1,444.00
Subtask 2.1.4: Topographic Survey		2.00	4.00			24.00	8.00				5,374.00						0.00	\$5,374.00
Subtask 2.1.5: Legal Descriptions			4.00		6.00		8.00				2,250.00						0.00	\$2,250.00
Other Data Collection											2,383.00						0.00	2,383.00
Subtask 2.2: Base Map		1.00	4.00					8.00			1,371.00						0.00	\$1,371.00
Subtask 2.3: Site Vsits		2.00	2.00				2.00				764.00						0.00	\$764.00
Subtask 2.4: Project Photos			2.00								248.00						0.00	\$248.00
Task 3: Geotechnical Engineering											\$1,612.00						\$31,596.00	\$33,208.00
Subtask 3 Geotechnical Engineering		4.00	8.00								1,612.00	31,596.00					31,596.00	\$33,208.00
TASK 4: Environmental											\$2,790.00						\$18,699.73	\$21,489.73
Subtask 4.1: Stream and Wetland Field Review and Report		2.00									310.00			3,464.11			3,464.11	\$3,774.11
Subtask 4.2 Joint Aquatic Resources Permit Application and Clean Water Act		2.00									310.00			2,010.25			2,010.25	\$2,320.25
Subtask 4.3 Washington Dept of Fish & Wildlife Hydraulic Project Approval		2.00									310.00			1,189.00			1,189.00	\$1,499.00
Subtask 4.4 National Environmental Policy Act (NEPA) Compliance		2.00									310.00			2,156.33			2,156.33	\$2,466.33
Subtask 4.5 Endangered Species Act (ESA) Compliance		2.00									310.00			4,327.30			4,327.30	\$4,637.30
Subtask 4.6 Sole Source Aquifer Program Compliance		2.00									310.00			1,359.54			1,359.54	\$1,669.54
Subtask 4.7 SEPA Compliance		2.00									310.00			0.00			0.00	\$310.00
Subtask 4.8 City of Camas Critical Areas and Significant Tree Permit		2.00									310.00			658.25			658.25	\$968.25
Subtask 4.9 Project Planning and Coordination		2.00									310.00			3,534.95			3,534.95	\$3,844.95
Subtask 4.10: Cultural and Historic Resources											0.00			0.00			0.00	\$0.00
Task 5: Design Engineering											\$11,560.00						0.00	\$11,560.00
Subtask 5.1: Concept / Alternatives	2.00	40.00	40.00								11,560.00						0.00	\$11,560.00
Subtask 5.2: 50 % Design											0.00						0.00	\$0.00
Subtask 5.3: 90% Design											0.00						0.00	\$0.00
Subtask 5.4: Final Design											0.00						0.00	\$0.00
Subtask 5.5: QA/QC											0.00						0.00	\$0.00
Task 6: Structural Engineering											\$0.00						\$0.00	\$0.00
Subtask 6 Structural Engineering											0.00						0.00	\$0.00
Task 7 Utility Coordination											\$1,075.00						\$0.00	\$1,075.00
Subtask 7.1: Utility Coordination		1.00			8.00						1,075.00						0.00	\$1,075.00
Task 8: Right of Way											\$0.00						\$0.00	\$0.00
Subtask 8.1: Title Reports/PFE											0.00						0.00	\$0.00
Subtask 8.3: Appraisal and Appraisal Review											0.00						0.00	\$0.00
Subtask 8.4: Acquisition/certification											0.00						0.00	\$0.00
Task 9: Public Involvement											\$0.00						\$0.00	\$0.00
Subtask 9: Public Involvement											0.00						0.00	\$0.00
TASK 10: Project Management and Design Engineering											\$0.00						\$0.00	\$0.00
Subtask 10.1 Pre-Bid Opening											0.00						0.00	\$0.00
<i>Reimbursable Expenses</i>											\$2,405.32						\$0.00	\$2,405.32
<i>Copies</i>									500.00		500.00						0.00	\$500.00
<i>Expenses</i>									500.00		500.00						0.00	\$500.00
<i>Travel</i>									500.00		500.00						0.00	\$500.00
<i>B&O Tax 1.8% on Subconsultant amounts</i>									905.32		905.32							\$905.32
TOTAL HOURS	8.00	124.00	64.00	8.00	14.00	40.00	38.00	8.00	1.00									
HOURLY RATES	200.00	155.00	124.00	115.00	155.00	156.00	103.00	90.00	62.00									
TOTAL DOLLARS	\$ 1,600.00	\$ 19,220.00	\$ 7,936.00	\$ 920.00	\$ 2,170.00	\$ 6,240.00	\$ 3,914.00	\$ 720.00	\$ 62.00	\$ 2,405.32	\$45,187.32	\$ 31,596.00	\$ -	\$ 18,699.73	\$ -	\$ -	\$50,295.73	\$95,483.05

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

- Apex Engineering – Geotechnical exploration
- Aptum Inc. – Structural design
- Normandeau Associates - environmental review and documentation
- Archaeological Investigations Northwest (AINW) – cultural resources documentation
- Epic Land Solutions – right-of-way acquisition

see attached fee calculations

Agreement Number: SS-612C1

SS-612C1 Forest Home Road Slide Repair

Summary of Hours and Expenses

Description	Principal	Associate	Senior Project	Project	Senior Staff	Staff	Drafting	Admin Assistant	Professional Staff Fees Subtotal	Reimbursables / Expenses	Total
Billing Rates	\$230	\$145	\$125	\$96	\$81	\$75	\$100	\$62			
Literature Review and Reconnaissance	4	8							\$2,080		\$2,080
Field Explorations Including Coordination and Locates		4			20				\$2,200	\$5,700	\$7,900
Laboratory Testing									\$0	\$1,200	\$1,200
Analysis	20								\$4,600		\$4,600
Report Preparation	6	20			30		6	8	\$7,806		\$7,806
Consulting with Design Team	16	8							\$4,840		\$4,840
Project Management and Meetings	10	6							\$3,170		\$3,170
Total	56	46	0	0	50	0	6	8	\$24,696	\$6,900	\$31,596

Labor Staffing

City of Camas Forest Home Road Slide Project	Project Principal	Senior Principal Scientist	Sr Scientist	Scientist IV	Admin. IV	Total Hours	Billing Total by Task	Labor+ Expenses, by task & Subtask
Task 1 Stream and Wetland Field Review and Report	0	13	1	14	0	28	\$ 3,351.61	\$ 3,464.11
Task 2 JARPA and CWA Compliance	0	11	0	0	0	11	\$ 1,762.75	\$ 2,010.25
Task 3 WDFW Hydraulic Project Approval	0	7	0	0	0	7	\$ 1,121.75	\$ 1,189.00
Task 4 NEPA Compliance	0	5	2	12	2	21	\$ 2,156.33	\$ 2,156.33
Task 5 ESA Compliance	0	5	8	30	1	44	\$ 4,290.05	\$ 4,327.30
Task 6 Sole Source Aquifer Program Compliance	0	2	4	6	1	13	\$ 1,359.54	\$ 1,359.54
Task 7 SEPA Compliance	0	0	0	0	0	0	\$ -	\$ -
Task 8 Camas Critical Areas and Significant Tree Permit	0	4	0	0	0	4	\$ 641.00	\$ 658.25
Task 9 Project Planning and Coordination	0	19	0	0	7	26	\$ 3,500.45	\$ 3,534.95
Total Hours	0	66	15	62	11	131	\$ 18,183.48	\$ 18,699.73
Billing Rate	\$210.72	\$160.25	\$120.50	\$81.99	\$65.10			
Total Labor	\$0.00	\$10,576.50	\$1,807.50	\$5,083.38	\$716.10		\$18,183.48	
Task 99 Expenses							\$516.25	
Total Project							\$18,699.73	

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: SS-612C1

Exhibit G
Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HDJ Design Group, PLLC
whose address is
314 W 15th Street, Vancouver, WA 98660
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Camas
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

HDJ Design Group, PLLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: SS-612C1

Exhibit G-1(b) Certification of Agency

I hereby certify that I am the:

City Engineering Manager

Other

of the City of Camas, and HDJ Design Group, PLLC
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the City of Camas
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Agreement Number: SS-612C1

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

HDJ Design Group, PLLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: SS-612C1

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

HDJ Design Group, PLLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: SS-612C1

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Forest Home Road Slide Repair * are accurate, complete, and current as of March 1, 2016 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: HDJ Design Group, PLLC

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: SS-612C1

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: SS-612C1

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: SS-612C1

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number: SS-612C1

CITY OF CAMAS PROJECT NO. WS-741 2014 STEP/STEF Tank Pumping			PAY ESTIMATE: EIGHT - FINAL PAY PERIOD: 1/1/2015 - 2/28/2015				AAA Septic Service PO Box 1668 Brush Prairie, WA 98606 (360) 687-8960					
			ORIGINAL CONTRACT AMOUNT: \$67,662.48									
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE	

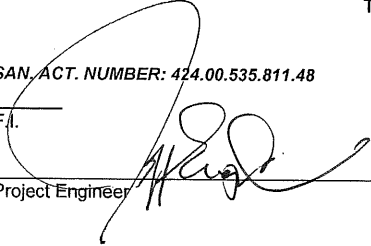
SANITARY SEWER											
1	Residential STEP & STEF Tank Pumping	EA	504	\$116.89	\$58,912.56	444.00	\$51,899.16	59.00	\$6,896.51	503.00	\$58,795.67
2	EMERGENCY Residential STEP & STEF Tank Pumping	EA	15	\$116.89	\$1,753.35	5.00	\$584.45	1.00	\$116.89	6.00	\$701.34
3	Commercial STEP and STEF Tank Pumping	1000 Gal	15	\$116.89	\$1,753.35	15.00	\$1,753.35	0.00	\$0.00	15.00	\$1,753.35

SUBTOTAL:					\$62,419.26		\$54,236.96		\$7,013.40		\$61,250.36
Sanitary Sales Tax (8.4%):					\$5,243.22		\$4,555.90		\$589.13		\$5,145.03
Total:					\$67,662.48		\$58,792.86		\$7,602.53		\$66,395.39

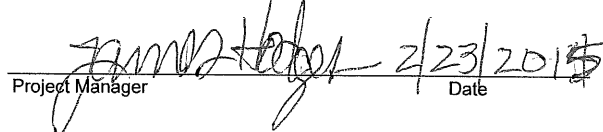
ORIGINAL CONTRACT TOTAL	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
ADDITIONS / DELETIONS	\$62,419.26	\$54,236.96	\$7,013.40	\$61,250.36
SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00
SALES TAX (8.4%)	\$62,419.26	\$54,236.96	\$7,013.40	\$61,250.36
TOTAL CONTRACT	\$5,243.22	\$4,555.90	\$589.13	\$5,145.03
LESS 5% RETAINAGE	\$67,662.48	\$58,792.86	\$7,602.53	\$66,395.39
TOTAL LESS RETAIN.		(\$2,711.85)	(\$350.67)	(\$3,062.52)
		\$56,081.02	\$7,251.86	\$63,332.87

SAN. ACT. NUMBER: 424.00.535.811.48

SAN. THIS PAY EST: \$7,251.86

F.I.

 Project Engineer _____ Date 2-23-15


 Contractor _____ Date 2/24/15


 Project Manager _____ Date 2/23/2015

PAID
 FEB 25 2015

WS-741

QUOTE

**2016 STEP & STEF Tank Pumping
Project No. WS-763**

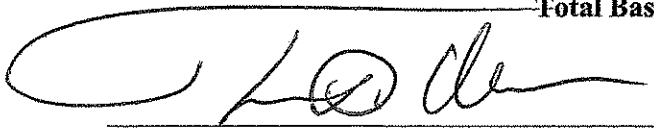
To the Office of the City Clerk
Camas, Washington

The undersigned hereby certifies that he has examined the location of STEP/STEF tank pumping maps and that the bidding documents and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said bidding documents and contract, and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of bid should be shown. All entries must be typed or entered in ink.)

Item	Quantity	Description	Unit	Unit Price	Total
Base Bid items:					
1.	800	Residential STEP & STEF Tank Pumping	Each	\$ <u>97.50</u>	\$ <u>78,000.00</u>
2.	15	Emergency Residential STEP & STEF Tank Pumping	Each	\$ <u>97.50</u>	\$ <u>1,462.50</u>
3.	15	Commercial STEP & STEF Tank Pumping	1,000 Gallon	\$ <u>97.50</u>	\$ <u>1,462.50</u>

80,925.00 *JOM*
Subtotal Base Quote \$ 82,387.50
8.4% Sales Tax 6,797.70 \$ 6,920.55
Total Base Quote 87,122.70 \$ 89,308.05



Signature of Owner or Authorized Corporate Officer
(This is required for a valid quote.)

Ronda L. Seyer

The City of Camas reserves the right to reject any or all quotes if found to be higher than the estimated cost and to waive any formality or technicality in any proposal in the interest of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.



I, Peter Capell, City Clerk hereby certify that these bid tabulations are correct.

Peter Capell 2/26/2016
 Peter Capell Date

PROJECT NO. WS-763				Engineer's Estimate		Haag & Shaw, Inc.		First Call Septic Service, Inc.		AAA Septic Services, LLC	
DESCRIPTION: 2016 STEP & STEF Tank Pumping						636 SE 3rd Ave Camas, WA 98607		2210 W Main Street, Ste. 107-316 Battle Ground, WA 98604		PO Box 1668 Brush Prairie, WA 98606	
DATE OF BID OPENING: February 26, 2016 at 10:00 am				Entered by rls		360.834.2514		360.686.0505		360.687.8960	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Resident STEP and STEF Tank Pumping	EACH	800		\$0.00	\$97.50	\$78,000.00	\$125.00	\$100,000.00	\$143.48	\$114,784.00
2	Emergency Residential STEP and STEF Tank Pumping	EACH	15		\$0.00	\$97.50	\$1,462.50	\$285.00	\$4,275.00	\$286.00	\$4,290.00
3	Commercial STEP and STEF Tank Pumping	1000 Gal.	15		\$0.00	\$97.50	\$1,462.50	\$125.00	\$1,875.00	\$127.50	\$1,912.50
Subtotal					\$0.00		\$80,925.00		\$106,150.00		\$120,986.50
8.4 % Sales Tax					\$0.00		\$6,797.70		\$8,916.60		\$10,162.87
Total					\$0.00		\$87,722.70		\$115,066.60		\$131,149.37



STAFF REPORT

Plat Alteration to Seventh Avenue Townhomes Subdivision

File No. PlatAlt15-01

Associated Files: SUB06-10, MinMod15-02, DR14-05, FP14-08 (Record #BK 311 P763)

February 9, 2016

TO: Mayor Higgins
City Council

FROM: Sarah Fox, Senior Planner

LOCATION: 722 NW 7th Avenue also described as Tax Parcel numbers 085169-000, 085136-000, and 08140-000.

OWNER: Doug Campbell, Seventh Avenue Townhomes, LLC

APPLICABLE LAW: The application was submitted May 5, 2015, and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 18 Zoning (not exclusively): CMC Chapter 18.09 Density and Dimensions; and CMC Chapter 18.55 Administration and Procedures; and RCW Section 58.17.215 Alteration of Subdivision.

BACKGROUND INFORMATION

- 11 Lots (Size range: 2,100 to 7,432 sq. ft.)
- 12 Units Approved with SUB06-10
- 13 Units Approved with PlatAlt15-01
- Zoning: Multifamily residential (MF-18)
- Total area: 0.83 acres
- Recreational open space: 0.015 acres

Seventh Avenue Townhomes Subdivision was granted final plat approval for 11 lots and up to 12-units on March 2, 2015 (File #FP14-08). On August 17, 2016, a plat alteration was approved by Council at a public hearing. The alteration allowed an increase to the density of the development to a total of 13-units. Ten of the lots will be developed with attached row houses/townhomes, with a single unit on each lot. Lot 11, will be developed with a triplex.

At the public hearing, Council approved the plat alteration with four conditions. The following provides a report on compliance with those conditions.

Conditions of Approval for PlatAlt15-01	Staff Comments
1. The plat shall include the following note: Lots 1 to 10 are limited to one dwelling unit, and Lot 11 may contain up to three dwelling units.	Complies. Note is condition number 11 of the revised plat.
2. A revised plat, consistent with this decision, shall be submitted for final plat approval to Council within one year, otherwise the plat alteration (PlatAlt15-01) will be considered expired and only Final Plat 14-08 (Record No. BK 311 P763) will be valid.	Decision is still valid and has not expired.
3. The revised plat must be filed with the county auditor <u>prior to</u> building permit application submittal for Lot 11	Will comply upon Council approval of the revised plat drawing.
4. Landscaping adjacent to NW 6 th Avenue (within ten-foot easement) must be installed prior to final plat approval of alteration, and maintained in good health until certificate of occupancy is issued for Lot 11; alternatively, the owner may provide escrow funds or bonding to cover 110% of the frontage improvement cost as provided by the approved plan, and such improvements shall be completed within one year of the recorded plat modification or prior to building occupancy permits.	Applicant submitted a landscape estimate of \$3,551.18 Financial surety was submitted to the Finance Department on February 5, 2016 for 110% of the cost as required.

Recommendation

Staff recommends Council approve the plat alteration of 7th Avenue Townhomes (File #PlatAlt15-01) as the revised plat drawing and associated conditions have or will be met.

PLAT ALTERATION
7TH AVENUE TOWNHOMES
 A SUBDIVISION IN A PORTION OF
 THE NE 1/4 OF THE SE 1/4
 OF SECTION 10, T1N, R3E, W. M.
 CITY OF CAMAS, CLARK COUNTY, WA
 FINAL ORDER SUB #06-10
 DATED DECEMBER 22, 2006

CITY MAYOR: _____
 APPROVED AND ACCEPTED BY: _____

MAYOR, CITY OF CAMAS _____ DATE _____

CITY FINANCE DIRECTOR: _____
 THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS ON THIS PROPERTY,
 AND THAT ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY THAT
 IS DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID
 IN FULL.

ATTESTED BY: _____
 CITY FINANCE DIRECTOR _____ DATE _____

CITY COMMUNITY DEVELOPMENT DEPARTMENT: _____

APPROVED BY: _____
 DIRECTOR OR DESIGNEE _____ DATE _____

CITY ENGINEER: _____
 A) ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORDANCE WITH THE
 REQUIREMENTS OF THIS TITLE AND WITH THE PRELIMINARY PLAT APPROVAL;
 B) ALL IMPROVEMENTS MEET CURRENT PUBLIC WORKS DRAWING STANDARDS
 FOR ROAD, UTILITY AND DRAINAGE CONSTRUCTION PLANS;
 C) ORIGINAL AND REPRODUCIBLE MYLAR OR ELECTRONIC RECORDS IN A
 FORMAT APPROVED BY THE PUBLIC WORKS DIRECTOR OR DESIGNEE AND
 CERTIFIED BY THE DESIGNING ENGINEER AS BEING "AS CONSTRUCTED" HAVE
 BEEN SUBMITTED FOR CITY RECORDS.

APPROVED BY: _____
 CITY OF CAMAS ENGINEER _____ DATE _____

FIRE DEPARTMENT
 APPROVED BY: _____

CITY OF CAMAS FIRE CHIEF OR DESIGNEE _____ DATE _____

CLARK COUNTY ASSESSOR: _____
 THIS PLAT MEETS THE REQUIREMENTS OF RCW 58.17.170, LAWS OF WASHINGTON
 1961, TO BE KNOWN AS 7TH AVENUE TOWNHOMES
 PLAT NO. _____ CLARK COUNTY, WASHINGTON

CLARK COUNTY ASSESSOR _____ DATE _____

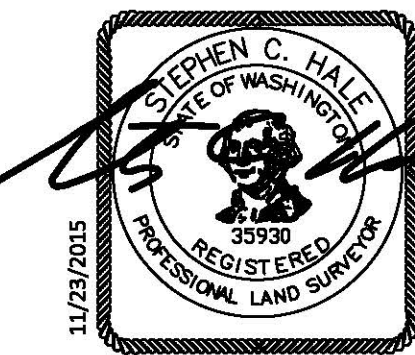
CLARK COUNTY AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS _____ DAY OF _____, 20____

CLARK COUNTY AUDITOR _____

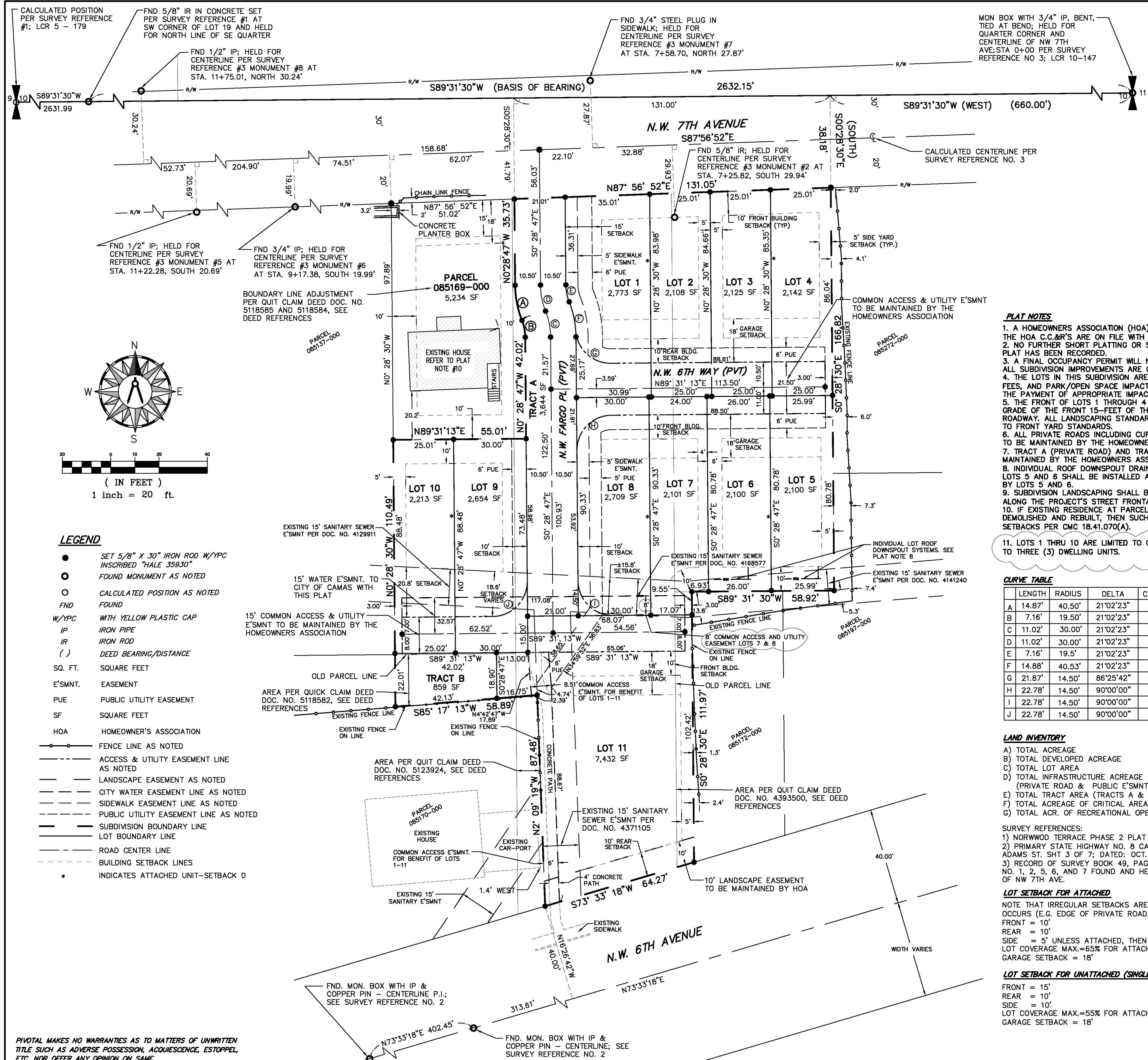
AUDITOR'S FILE NUMBER _____

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.

STEPHEN C. HALE, PLS # 35930 _____ DATE 11/23/2015



PIVOTAL
 1101 SE Tech Center Drive
 Suite 185
 Vancouver, WA 98683
 ph. (360) 882-4268
 fax (360) 882-4266



- PLAT NOTES**
- A HOMEOWNERS ASSOCIATION (HOA) IS REQUIRED FOR THIS DEVELOPMENT. COPIES OF THE HOA C.C.&R'S ARE ON FILE WITH THE CITY OF CAMAS.
 - NO FURTHER SHORT PLATTING OR SUBDIVIDING WILL BE PERMITTED ONCE THE FINAL PLAT HAS BEEN RECORDED.
 - A FINAL OCCUPANCY PERMIT WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTILL ALL SUBDIVISION IMPROVEMENTS ARE COMPLETED AND ACCEPTED BY THE CITY.
 - 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.
 - THE FRONT OF LOTS 1 THROUGH 4 SHALL BE NW 7TH AVENUE AND THE RESULTING GRADE OF THE FRONT 15'-FEET OF THESE LOTS SHALL GENERALLY MATCH THAT OF THE ROADWAY. ALL LANDSCAPING STANDARDS TO INCLUDE HEIGHT OF FENCING SHALL CONFORM TO FRONT YARD STANDARDS.
 - ALL PRIVATE ROADS INCLUDING CURBS, SIDEWALKS, AND STORMWATER FACILITIES ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - TRACT A (PRIVATE ROAD) AND TRACT B (ADDITIONAL PARKING) ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - INDIVIDUAL ROOF DOWNSPOUT DRAINAGE SYSTEM CONSISTING OF 6" PERF PIPES FOR LOTS 5 AND 6 SHALL BE INSTALLED AT TIME OF BUILDING CONSTRUCTION, AND MAINTAINED BY LOTS 5 AND 6.
 - SUBDIVISION LANDSCAPING SHALL BE MAINTAINED PER APPROVED LANDSCAPING PLAN ALONG THE PROJECT'S STREET FRONTAGE.
 - IF EXISTING RESIDENCE AT PARCEL #85169-000 IS ALTERED, REPAIRED, EXTENDED OR DEMOLISHED AND REBUILT, THEN SUCH MODIFICATIONS MUST CONFORM TO THE REQUIRED SETBACKS PER CMC 18.41.070(A).
 - LOTS 1 THRU 10 ARE LIMITED TO ONE DWELLING UNIT, AND LOT 11 MAY CONTAIN UP TO THREE (3) DWELLING UNITS.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD DIST.
A	14.87'	40.50'	21°02'23"	N10°59'58"W	14.79'
B	7.16'	19.50'	21°02'23"	N10°59'58"W	7.12'
C	11.02'	30.00'	21°02'23"	N10°59'58"W	10.95'
D	11.02'	30.00'	21°02'23"	N10°59'58"W	10.96'
E	7.16'	19.5'	21°02'23"	N10°59'58"W	7.12'
F	14.88'	40.53'	21°02'23"	N10°59'58"W	14.80'
G	21.87'	14.50'	86°25'42"	S47°15'56"E	19.86'
H	22.78'	14.50'	90°00'00"	S44°31'13"W	20.51'
I	22.78'	14.50'	90°00'00"	S45°28'47"E	20.51'
J	22.78'	14.50'	90°00'00"	N44°31'13"E	20.51'

LAND INVENTORY

A) TOTAL ACREAGE	0.803 AC.
B) TOTAL DEVELOPED ACREAGE	0.803 AC.
C) TOTAL LOT AREA	0.699 AC.
D) TOTAL INFRASTRUCTURE ACREAGE (PRIVATE ROAD & PUBLIC E'SMNTS)	0.277 AC.
E) TOTAL TRACT AREA (TRACTS A & B)	0.103 AC.
F) TOTAL ACREAGE OF CRITICAL AREAS	0.000 AC.
G) TOTAL ACR. OF RECREATIONAL OPEN SPACE (PATH)	0.015 AC.

- SURVEY REFERENCES:**
- 1) NORWOD TERRACE PHASE 2 PLAT BOOK J, PAGE 443
 - 2) PRIMARY STATE HIGHWAY NO. 8 CAMAS; LOGAN ST. TO ADAMS ST. SHT. 3 OF 7; DATED: OCT. 16, 1962
 - 3) RECORD OF SURVEY BOOK 49, PAGE 54; MONUMENTS NO. 1, 2, 5, 6, AND 7 FOUND AND HELD FOR CENTERLINE OF NW 7TH AVE.

LOT SETBACK FOR ATTACHED
 NOTE THAT IRREGULAR SETBACKS ARE LABELED WHERE IT OCCURS (E.G. EDGE OF PRIVATE ROAD, UTILITY EASEMENT, ETC.)
 FRONT = 10'
 REAR = 10'
 SIDE = 5' UNLESS ATTACHED, THEN 0
 LOT COVERAGE MAX.=65% FOR ATTACHED RESIDENTS
 GARAGE SETBACK = 18'

LOT SETBACK FOR UNATTACHED (SINGLE) RESIDENCES
 FRONT = 15'
 REAR = 10'
 SIDE = 10'
 LOT COVERAGE MAX.=55% FOR ATTACHED RESIDENTS
 GARAGE SETBACK = 18'

- LEGEND**
- SET 5/8" X 30" IRON ROD W/YPC INSCRIBED "HALE 35930"
 - FOUND MONUMENT AS NOTED
 - CALCULATED POSITION AS NOTED
 - FND FOUND
 - W/YPC WITH YELLOW PLASTIC CAP
 - IP IRON PIPE
 - IR IRON ROD
 - () DEED BEARING/DISTANCE
 - SQ. FT. SQUARE FEET
 - E'SMNT. EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - SF SQUARE FEET
 - HOA HOMEOWNER'S ASSOCIATION
 - FENCE LINE AS NOTED
 - - - ACCESS & UTILITY EASEMENT LINE AS NOTED
 - - - LANDSCAPE EASEMENT AS NOTED
 - - - CITY WATER EASEMENT LINE AS NOTED
 - - - SIDEWALK EASEMENT LINE AS NOTED
 - - - PUBLIC UTILITY EASEMENT LINE AS NOTED
 - - - SUBDIVISION BOUNDARY LINE
 - - - LOT BOUNDARY LINE
 - - - ROAD CENTER LINE
 - - - BUILDING SETBACK LINES
 - * INDICATES ATTACHED UNIT-SETBACK 0

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SUNCREST LANDSCAPING
AND DESIGN

Mailing Address: 27509 SE 15th Street, Camas, WA 98607
(360) 834-6644, office (360) 513-5161, mobile

PROPERTY NAME AND ADDRESS Doug Campbell CRG INC. 5440 SW Westgate Dr. Portland, Or 97221 doug.campbell@crg-inc.net						LOCATION CAMAS,WA				
CONTACT PERSON SHAWN RAMIREZ			PHONE NUMBER 1-503-715-3120			DATE 12/3/2015				
PROPERTY MEASUREMENTS SITE. 7TH AVE. TOWN HOMES										
BED/GARDEN SIZE		LAWN SIZE		SOIL TYPE NATIVE			IRRIGATION YES RAINBIRD			
PLANTS										
QTY.	TREES	TYPE	SIZE	PRICE	TOTAL	6 TH AVE. PLANTINGS/ LANDSCAPE 2015		HOURS	@	TOTAL
						#1 INSTALL A 3-WAY SOIL BLEND PER PLAN FOR 6TH AVE. INSTALL APPROX. 10 YARDS.		25 PER	10Y	\$250.00
					TOTAL					
						#2 INSTALL APPROX 12 YARDS OF MED. FIR BARK MULCH. PER PLAN 2" LAYER		43.00	12Y	\$516.00
						#3 PLANTINGS PER PLAN FOR 6TH AVE.				\$895.00
					TOTAL	1GAL		8		
					PRICE	2GAL PURPLE ROCK ROSE		6.00	2GAL	
						DWARF RED JAP BARBERRY		6	2GAL	
						BLUE HARBOR JUNIPER		7	2GAL	
					TOTAL					
MATERIAL										
			QTY.	PRICE	TOTAL	CAPITAL PEAR		3	2" CAL	
						GIANT GREEN ARBORVITE		6.00	5-6'	
						PLANTING LABOR/LAYOUT				\$595.00
						#4 INSTALL RAINBIRD IRRIGATION SYSTEM PER PLAN POC./ ESP OUT DOOR CONTROLER				\$195.00
						CABLE /MAIN LINE APPROX. 100 LIN. FT				\$200.00
						COST PER ZONE		1@	625	\$625.00
						THIS COST IS FOR 6TH AVE IRRIGATION PLANTINGS				
					TOTAL					
LANDSCAPE FABRIC										
			QTY.	PRICE	TOTAL					
					TOTAL					\$0.00
HARD MATERIALS										
			QTY.	PRICE	TOTAL					
	STONE									
	BRICK				\$0.00					
	WOOD									
					TOTAL					\$0.00
The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment with be made as outlined above. I have read the terms and conditions of the agreement and certify that those printed on the terms and agreement are agreed to as if printed above my signature. There are no oral or other representations not included herein. Faxed signatures are legal and binding. Signature _____ Date _____						ANY LARGE ROCKS, STUMPS, PIPES OR		TOTAL LABOR		\$3,276.00
						OTHER ITEMS UNDERGROUND THAT CAN NOT		TOTAL PLANTS		
						BE SEEN MAY HAVE AN ADDITIONAL		TOTAL MATERIALS		
						CHARGE FOR THE REPAIR OR REMOVAL		ANDSCAPE FABRIC		\$0.00
						OF THAT ITEM.		- HARD MATERIALS		\$0.00
								EQUIPMENT CHARGE		\$0.00
								SUBTOTAL		\$3,276.00
		8.4% TAX		\$275.18						
		TOTAL		\$3,551.18						



STAFF REPORT
Parklands at Camas Meadows
MXPD Overlay
(Files ZC15-01)

Staff Report Date: January 20, 2016

PROPOSAL:	To apply a Mixed-Use Planned Development Overlay Zone over approximately 15.5 acres currently zoned Business Park (BP).	
TO:	Bryan Beel, Chair and Planning Commission	HEARING DATE: January 27, 2016
LOCATION:	The site is located approximately 2/10ths of a mile east of the Camas Meadows Golf Course Clubhouse and northeast of the intersection of NW Payne Road and NW Camas Meadows Drive intersection. The property is further located just north of the NW Larkspur Road dead end. SE and SW ¼ of Section 28, Township 2 North, Range 3 East of the Willamette Meridian. Clark County Parcel ID 175948-000 & 986031-650 and adjacent right of way.	
APPLICANT:	Parklands at Camas Meadows, LLC. 20705 SE Evergreen Highway Camas, WA 98607	
Application Submitted:	Aug. 28, 2015	Application Complete: August 31, 2015 Revised application materials submitted January 7, 2016

APPLICABLE LAW

The application was originally submitted on August 28, 2015, and the applicable Camas Municipal Codes (CMC) are those codes that were in effect at the date of application*. Camas Municipal Code (CMC) Title 18, specifically (but not limited to): Chapter 18.05 Zoning Map and Districts; Chapter 18.22 Mixed Use Planned Development Overlay (MXPD) and Chapter 18.55 Administrative Procedures.

SEPA Determination: The City issued a Determination of Nonsignificance (DNS) on January 12, 2016, as file #SEPA15-14.

Notice of Application and Public Hearing: Mailed to property owners within 300 feet of the site on January 12, 2016, and published in the *Post Record* on January 12, 2016. Legal publication #551971.

Exhibits:
See attached Exhibit List

* Application was submitted prior to the effective date of Ordinance #15-012.

I. BACKGROUND

The subject property is located with a broader 688 acre area planned for under the North Dwyer Creek Sub-Area Plan over 15 years ago. At the request of City Council in 2012, re-examination of this area was commenced and through a collaborative planning effort resulting in amendments to the Comprehensive Plan and zoning of the area in 2013.

A portion of the larger North Dwyer Creek planning area includes a site known as the “Chinook Archery Property” (Clark County tax parcels #986031-650, #175948-000, and #175951-000) that was included in 2013 amendments to the Comprehensive Plan and Zoning Map. The specific action occurring in 2013 on the Chinook Archery Site included the dedication of right-of-way necessary to connect NW Camas Meadows Drive to NW Larkspur Road, the amendment of the Comprehensive Plan away from a Light Industrial/Business Park and the rezoning (R-15, BP, MF-18) to allow for the establishment of a mix of single-family, business park, and multi-family uses.

The applicant is proposing to further refine, through a master plan and development agreement, the uses allowed and development standards that would be applicable within a portion of the area (Clark County tax parcels #986031-650 and #175948-000). In order to move forward with a Master Plan and Development Agreement as proposed, a Mixed-Use Planned Development Overlay zone is requested over approximately 15.5 acres (Parcel #175948-000) that is currently zoned Business Park.

The requirements for the establishment of the Mixed-Use Planned Development Overlay zone are addressed in this Staff Report.

The Planning Commission is a fact finding and recommending body and as such will conduct a public hearing on the Overlay Zone request and forward a recommendation to the City Council for a final decision in a closed record meeting.

It is anticipated the City Council will hold a hearing on a Development Agreement to include a master plan on the same night as they consider a final decision on the Overlay Zone.

II. ANALYSIS AND FINDINGS OF FACT FOR ESTABLISHING AN OVERLAY ZONE.

1. CMC§18.05.010(D)(1) The use or change in zoning requested shall be in conformity with the adopted comprehensive plan, the provisions of this title, and the public interest..

City of Camas Comprehensive Plan, Chapter IV. Land Use:

- Primary Goal 3: To offer a harmonious blend of opportunity for living, working, recreating, and cultural activities by protecting natural amenities, and balancing development of services with growth.
- Primary Goal 4: To expand the existing permanent open space network and trails system throughout the City while preserving and protecting natural features, wildlife habitat, and critical areas from incompatible land uses.
- Land Use Objective: Create a balance between housing and employment that produces a more self-sustaining community;

- Policy LU-1. Support the continuation of a strong residential community rooted amid a blend of opportunities for commerce, industry, education, and recreation.
- Policy LU-2. Support a diverse community in an open and natural setting comprised of stable neighborhoods with a variety of housing types and densities; a vibrant, robust downtown, which serves as a focal point for the community; the Business Parks; and other employment and commercial centers.
- Policy LU-4. Maintain compatible use and design with surrounding built and natural environment when considering new development or redevelopment.
- Strategy LU-3. Support and encourage Planned Developments which can provide “cluster housing” (to protect sensitive lands), higher density, and mixed-use residential/commercial (where appropriately zoned), and where compatibility can be demonstrated.
- Policy LU-8. Provide the opportunity for a broad range of housing choices to meet the changing needs of the community.
- Policy LU-11. Ensure compatibility with adjacent neighborhoods by using development, design review, and landscaping regulations.
- Strategy LU-10. Support the enhancement of Business Parks with emphasis on aesthetic and community compatibility.
- Policy LU-13. Encourage the master planning of mixed use developments that emphasize aesthetics and community and neighborhood compatibility.
- Housing Goal 3: To encourage a variety of residential site planning alternatives that increase housing opportunities on residential or commercial land (where appropriately zoned) in a manner that compliments or enhances the character of existing development, protects sensitive environmental features, and considers transit corridors and land use patterns.
- Policy HO-6. Encourage mixed-use housing opportunities in residential/commercial settings throughout the city.
- Strategy HO-5. Ensure that a mixed-use development complements and enhances the character of the surrounding residential and commercial uses.
- Strategy HO-9. Encourage a variety of housing opportunities close to places of employment.
- Strategy EN-6. Preserve the visual integrity of the wooded hillsides that provide the backdrop for the city. This should include the preservation of natural vegetation, minimizing disruption of soils and slopes, maintaining drainage patterns, and encouraging wildlife

Findings: The Change in zoning requested is to establish a Mixed Use Planned Development Overlay Zoning over 15.50 acres (Clark County tax parcel #175948-000) currently zoned Business Park (BP).

Under Camas Municipal Code (CMC) 18.22.010 the stated purpose of the MXPDP includes: *“The city recognizes that opportunities for employment may be increased through the development of master-planned, mixed-use areas. Consistent with this, the city has created the mixed-use planned development zone (MXPDP) to*

provide for a mix of compatible light industrial, service, office, retail, and residential uses. Standards for development in the mixed-use planned development zone are intended to achieve a pedestrian friendly, active, and interconnected environment with a diversity of uses”.

The applicant has submitted an application and narrative addressing the Comprehensive plan, adopted herein by reference. The proposal also includes a master plan that must be considered in a public hearing before the City Council concurrent with a Development Agreement and pursuant to CMC 18.22.

Consistency with the Comprehensive Plan, Title 18 of the Camas Municipal Code and the public interest can be achieved through approval of the MXPDP Overlay, subject to considerations and mitigation of issues and concerns addressed through a Development Agreement and Master Plan.

2. CMC§ 18.05.010(D)(2) The proposed zone change shall be compatible with the existing established development pattern of the surrounding area in terms of lot sizes, densities and uses.

Findings: The proposed zone change is to provide for the establishment of the MXPDP overlay on top of a 15.5 acres parcel (#175948-000) zoned Business Park (BP). The proposed uses within the Overlay include four or five commercial/employment buildings totaling at least 90,000 square feet of business space, 24 living units integrated into one commercial building, and up to 18 single family lots with minimum lot sizes of 15,000 square feet.

Evaluating compatibility with the existing established development pattern of the surrounding area in terms of lot sizes, densities and uses is necessary in establishing findings of compatibility.

North: Clark County tax parcel #986031-650; 20.90 acres; Zoned R-15. One undeveloped parcel is located to the north of the subject parcel, and includes approximately 11 acres of sensitive lands. The applicant is proposing to include this parcel in a master plan and development agreement of a large area that includes the subject property. The anticipated use includes single-family residential lots and natural and passive recreational open spaces.

South:

1) Clark County tax parcel #175951-000; 19.5 acres; Zoned MF-18. Site is currently characterized as underutilized and includes older structures associated with the now defunct Chinook Archery Range. An application is currently pending with the City for a Multi-Family housing development.

2) Larkspur Estates Phase II; Zoned R-7.5: Clark County tax parcel #175933072; 0.06 acre tract. Site is currently occupied with utilities.

3) Larkspur Estates Phase I – Tract C; Zoned R-7.5; Clark County tax parcel #175933-062; 0.52 acres; Site is currently developed and utilized as a Storm Water Facility.

4) Lacamas Estates; Zoned R-10: Four single family residential lots with three single-family dwellings constructed and occupied. Clark County tax Parcels #175967-014, #175967-016, #175967-018, #175967-032. Lots ranging in size from 0.22 acres (9,654 square feet) to 0.37 (15,934 square feet).

East: Lacamas Shores, Phases 6-C and D; Zoned R-15: Five single family lots with four existing single family dwellings. Clark County tax Parcels #110187-004; #110187-002, #110186-974, #110186-972,

#110186-970. Lots ranging in size from 0.36 acres (16,195 square feet) to 0.83 acres (36, 899 square feet).

West: Clark County tax parcel #175978-000; 5.00 acres; Zoned Business Park (BP). This site include the existing Camas Meadows Golf Course Clubhouse which further includes retail sales, restaurant services, and events.

The surrounding areas are a mix of existing uses ranging from commercial to recreational and residential. The City has reconsidered the planning of the area in 2012-13 and designated additional areas for higher density residential which are now beginning to materialize. The proposed MXPDP will provide for transition uses from the existing commercial use to the west, the planned higher density residential to the south to the lower density residential use planned or developed to the south and east.

III. PUBLIC COMMENTS

As of the writing of this report, public comments were received from:

- Michael Workman MD and Carol Workman MD; Parcel#110186-970; 3327 NW Lacamas Drive.
- Mason Walker; Parcel #110186-978; 3240 NW Lacamas Drive.
- Ashley Walker; Parcel #110186-978; 3240 NW Lacamas Drive.
- Karla Dearborn; Parcel #110186-968; 3245 NW Lacamas Drive.

IV. CONCLUSIONS OF LAW

- ZC15-01 is compatible with the City of Camas Comprehensive Plan.
- ZC15-01 is generally compatible with the mix of established uses in the area.
- Development of the land under ZC15-01 can or will be more compatible with the existing established development pattern of the surrounding area in terms of lot sizes, densities and uses as softer transitions of uses from employment to existing single family developed neighborhood will occur.

V. RECOMMENDATION

Staff requests that the Planning Commission review the application materials, together with any testimony received at the public hearing and forward on a recommendation to City Council for **APPROVAL** of ZC15-01 contingent upon a concurrent approval of Development Agreement and Master Plan addressing compatibility with the surrounding build environment.

Camas planning committee,

I, Mason Walker have reviewed the most recent November 2015 action plan for the Parklands Development Project.

I completely support the current rendition and look forward to its approval.

Regards,

Mason Walker

A handwritten signature in black ink, consisting of stylized initials 'MW'.

Camas planning committee,

I, Ashley Walker have reviewed the most recent November 2015 action plan for the Parklands Development Project.

I completely support the current rendition and look forward to its approval.

Regards,

Ashley Walker

A handwritten signature in black ink that reads "Ashley Walker". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

December 5, 2015

To whom it may concern:

My name is Karla Dearborn residing at 3245 NW Lacamas Drive, Camas, WA 98607.

We have reviewed the November zoning plan for the planned community adjacent to Lacamas Shores and the Camas Meadows Golf Course and are in full agreement with the plan moving forward.

Should you have any questions, please feel free to call 360-210-4710.



Regards,
Karla Dearborn

Jan Coppola

From: James Gordon <jgordon@cowlitz.org>
Sent: Wednesday, January 13, 2016 2:46 PM
To: Jan Coppola; Gretchen.Kaehler@dahp.wa.gov; 'dAVe burlingame'
Subject: RE: Camas SEPA Determination - Parklands at Camas Meadows (SEPA15-14)
Attachments: 130708 cowlitz inadvertent discovery language.pdf; 150428 Cultural Resource Protection Laws.pdf

Ms. Coppola,

Given that the above-referenced project is within the Cowlitz Tribe's area of concern, the Cultural Resources Department (CRD) of the Cowlitz Indian Tribe would like to state its interest.

The CRD recommends archaeological testing to project depth (ie: the maximum depth that the project will reach). It is our experience that archaeological/cultural resources are frequently found at depths much greater than 50cm, and we would regret if a project was halted due to testing to depth that is not adequate to determine if further work is necessary. In addition, we recommend an Inadvertent Discovery Plan be attached to the permit; we have included language for your consideration.

This determination is based on all currently available knowledge, and is subject to revision should new information arise. Please contact us with any questions or concerns you may have. We look forward to working with you on this undertaking.

Thank you for your time and attention.

All My Relations,

dAVe burlingame
Director, Cultural Resources Department
360.577.6962
508.1677 [c]
577.6207 [f]

From: Jan Coppola [<mailto:JCoppola@cityofcamas.us>]
Sent: Monday, January 11, 2016 2:59 PM
To: Camas School District; Clark County Dept of Environmental Services; Clark County Natural Resources; Clark Public Utilities; Cowlitz Tribe; DAHP SEPA Contact (sepa@dahp.wa.gov); David Jardin; Department of Natural Resources SEPA Center; Emelie McKain; Vancouver-Clark Parks & Recreation; WSDOT SW Region
Subject: Camas SEPA Determination - Parklands at Camas Meadows (SEPA15-14)

Attached is a Determination of Non-Significance (DNS) for the Parklands at Camas Meadows Project (SEPA15-14) for your review and comment.

Request: Mixed Use Development of approximately 36.7 acres including up to 42 single family residential units, four or more employment based buildings with an associated parking and up to 24 living units or hotel units atop, open spaces and trails, and road construction connecting NW Camas Meadows Drive to NW Larkspur.

Publication: The publication date for this DNS is Tuesday, January 12, 2016. The comment and appeal period ends on Tuesday, January 26, 2016.

Comments: may be sent by email to communitydevelopment@cityofcamas.us or by standard mail to the City of Camas SEPA Official, Community Development Department at 616 NE Fourth Avenue, Camas, WA 98607.

Thank you,

Jan Coppola, Administrative Assistant
City of Camas | | Community Development Department
616 NE Fourth Avenue
Camas, WA 98607
Phone (360) 817-7239 | | Fax (360) 834-1535
jcoppola@cityofcamas.us



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COWLITZ INDIAN TRIBE

Cultural Resources Department

P.O. Box 2547 • 1055 9th Ave. Suite C • Longview, WA 98632

360.577.6962 • 577.6207 (f) • cowlitz.org



INADVERTENT DISCOVERY LANGUAGE

[revised 130708]

In the event any archaeological or historic materials are encountered during project activity, work in the immediate area (initially allowing for a 100' buffer; this number may vary by circumstance) must stop and the following actions taken:

1. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering; and
2. Take reasonable steps to ensure the confidentiality of the discovery site; and,
3. Take reasonable steps to restrict access to the site of discovery.

The project proponent will notify the concerned Tribes and all appropriate county, state, and federal agencies, including the Department of Archaeology and Historic Preservation (SHPO in Oregon). The agencies and Tribe(s) will discuss possible measures to remove or avoid cultural material, and will reach an agreement with the project proponent regarding actions to be taken and disposition of material.

If human remains are uncovered, appropriate law enforcement agencies shall be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribes will take place in order to mitigate the final disposition of said remains.

See the Revised Code of Washington, Chapter 27.53, "Archaeological Sites and Resources," for applicable state laws and statutes. See also Washington State Executive Order 05-05, "Archaeological and Cultural Resources." Additional state and federal law(s) may also apply.

It is strongly encouraged copies of this plan are retained on-site while project activity is underway.

Contact information:

dAVe burlingame
Director, Cultural Resources
360.577.6962
508.1677 cell
577.6207 fax
culture@cowlitz.org

CULTURAL RESOURCE PROTECTION LAWS

NOTE: This list is not all-inclusive, and does not take place of consultation.

Not all laws will apply in all situations.

Federal Laws

National Historic Protection Act (NHPA)	36 CFR 60	http://www.achp.gov/docs/nhpa%202008-final.pdf
Native American Graves Protection and Repatriation Act (NAGPRA)	43 CFR 10	http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?type=simple;c=ecfr;cc=ecfr;sid=abefc428407c704d63fef71637939827;idno=43;region=DIV1;q1=NATIVE%20AMERICAN%20GRAVES%20PROTECTION%20AND%20REPATRIATION;rgn=div5;view=text;node=43%3A1.1.1.1.10 or http://tinyurl.com/yc4sx7o
Executive Order 13175— Consultation and Coordination With Indian Tribal Governments		http://www.em.doe.gov/pdfs/MEMO%20Tribal%20Consultation%20and%20Executive%20Order%2013175.pdf or http://tinyurl.com/4mgxrhq

Washington State Laws

Archaeological Sites and Resources	27.53 RCW	http://apps.leg.wa.gov/RCW/default.aspx?cite=27.53
Executive Order 05-05		http://www.governor.wa.gov/execorders/eo_05-05.pdf
Notice of Forest Practices to Affected Indian Tribes	WAC 222-20-120	http://apps.leg.wa.gov/WAC/default.aspx?cite=222-20-120

Oregon State Laws

Indian Graves and Protection Objects	ORS 97.740-S 97.760	http://www.leg.state.or.us/ors/097.html
Archaeological Objects and Sites	ORS 358.905 - 358.955	http://www.leg.state.or.us/ors/358.html

Subject: Case No: SEPA15-14 Parklands at Camas Meadows

From:

Timothy W. Johnson P.E.

6160 NW Larkspur St

Camas, Wa 98607

Comments:

I am a retired professional civil engineer (licensed in Wa) and was the Public Works Business Manager for the Submarine Base in Bangor, Wa. prior to my retirement in 2007. I currently reside on the property immediately adjacent to the south of the proposed "Mixed-Use Business Park" of the subject proposed development. I want to thank the City of Camas and specifically the Community Development Department for the opportunity to comment on the subject proposed development. One of the reasons for selecting the City of Camas when we relocated to S.W. Wa in 2008 was the value that the City of Camas uses in balancing development with the existing community in an environmentally friendly and aesthetically pleasing way. Camas has kept the "small town flavor" while encouraging growth and development.

After review of the subject proposal, I have several concerns, specifically:

1. There are no apparent buffers between the "Mixed-Use Business Park and the Larkspur properties immediately to the South. Propose a mixture of additional distance, vegetation (trees), berms, and aesthetic architectural walls, etc.

Note; The proposed development does not appear to be consistent in these regards with the other existing "light Industrial" properties in Camas.

2. The lack of buffers discussed in comment #1 is also applicable to the new road extension associated with the subject proposed development. It is proposed that road / development buffers, as a minimum, be used similar to the creative use of buffers used between Costco and First St (Lake Rd).
3. It does not appear that the impact of potential overflow of the existing Larkspur storm water retention pond on the proposed development been addressed?

I appreciate the opportunity to comment and welcome the opportunity to be a constructive part of the development. I regret that I will be out of town and will not be able to attend the public hearing on January 27.

Respectfully;

Timothy W. Johnson P.E.

Jan Coppola

From: Raymond DuBois <n350zz4@gmail.com>
Sent: Monday, January 25, 2016 11:57 AM
To: Community Development Email
Subject: Case SEPA15-14 Parklands of Camas Meadows

Categories: Green Category

Would like to voice our opposition to a change in the zoning for Parklands at Camas Meadows. It is currently zoned Business Park and we would like it to stay that way. Trees and forests are being removed just like already done for the Lake Hills/Pahlisch Homes. This has increased traffic already on NW Larkspur and will increase it even more when these homes sell.

We realized when we bought our home that NW Larkspur would eventually be going through to a BUSINESS PARK not a mixed use as proposed.

The intersection of NW Larkspur and NW 60th Ave. is already a bad spot as it was graded incorrectly and people do not always stop at the stop sign. IF you do approve this change in zoning would request that you consider a signal at this intersection.

Thank you for your consideration.

Ray & Julie DuBois
3544 NW 61st Circle
Camas, WA 98607

Jan Coppola

From: J Tearney <jtearney@hotmail.com>
Sent: Monday, January 25, 2016 10:26 PM
To: Community Development Email
Subject: SEPA 15-14 Parklands at Camas Meadows

1) when NW Larkspur St is extended and widened to Camas Meadows Dr a few things should be addressed. The drain at the intersection of Larkspur and 61st Circle does not trap enough of the water flow going down Larkspur and much of it goes down 61st Circle. The drains at the bottom of 61st Circle cannot handle the excess and flooding between the houses at the bottom of the street occurs. I have sent pictures of the flooding to the city in the past. No water from Larkspur should be going down 61st Circle.

2) 61st Circle should have a dead-end sign set up just like Klickitat St. Numerous vehicles go down the street and have to circle out. This especially occurs during construction on other streets when the trucks are lost.

3) The intersection at NW Larkspur and NW 60th Ave will need to have a light put in. All the traffic you are funneling down the street is going to cause a host of problems. It is bad enough that 42 new homes are going in and now most people will take Larkspur to go by the Golf Course but you are also going to approve an additional 77 single family homes and 138 multi-family apartments in the Village at Camas Meadows.

4) There is a rumor that NW Payne St will revert back to Private. Larkspur needs some relief. People who bought homes on Larkspur did not expect it to turn into a freeway.

5) During the last snowfall Parents and their kids were sledding down Larkspur turning the street into far more dangerous ice conditions than expected. In the winter time Larkspur will require more supervision by the city if you are going to send so much more traffic down a steep street.

6) Will the trails in the Parklands be accessible to all or only available for the gated community?

7) The Village at Camas Meadows is described as a 'Village'. I only see planning for high density lots. One massive bedroom community does not make a village.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

January 26, 2016

City of Camas, SEPA Official
Community Development Department
PO Box 1055
Camas, WA 98607

Dear SEPA Official:

Thank you for the opportunity to comment on the determination of nonsignificance for the Parklands at Camas Meadows Project (SEPA15-14) located east of Camas Meadows Golf Course Club House and north of Camas Meadows Drive as proposed by James Kessi, Parklands and Camas Meadows LLC. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

**SHORELANDS & ENVIRONMENTAL ASSISTANCE:
Rebecca Rothwell (360) 407-7273**

Proposed Stormwater Discharge:

I understand from the SEPA checklist that the applicant is proposing to release treated stormwater into the on-site wetland. The wetland is rated as a Category 3 with a habitat score of 5 under the 2014 wetland rating system (20 under the 2004 rating system). According to both the 2004 rating and the 2014 ratings, the wetland's habitat score exceeds the maximum score for the wetland to be used for treated stormwater discharge. I understand that Camas has asked the applicant for an ecological rationale in order to consider the possibility of allowing stormwater discharge even though the wetland does not meet this criterion, because the habitat score is only slightly higher than the cutoff score.

Per Guide Sheet 2 (Appendix I-D Guidelines for Wetlands when Managing Stormwater) of the 2012 Stormwater Management Manual for Western Washington, as Amended in December 2014 (Ecology publication #14-10-055), a wetland may not be used for stormwater discharge if it scores more than 4 points on the habitat score for the wetland rating or contains a breeding population of native amphibian species (highlighting mine):

Guide Sheet 2:

A wetland can be physically or hydrologically altered to meet the requirements of a treatment or flow control BMP/facility if **ALL** of the following criteria are met:

Modifications that alter the structure of a wetland or its soils will require permits. Existing functions and values that are lost would have to be compensated/replaced.

1. It is classified in Category IV in the “Washington State Wetland Rating System of Western Washington,” or a Category III wetland with a habitat score of 19 points or less. (19 points corresponds to **4 points in the 2014 rating system**)

2. You can demonstrate that there will be “no net loss” of functions and values of the wetland as a result of the structural or hydrologic modifications done to provide control of runoff and water quality. This includes the impacts from the machinery used for the construction. Heavy equipment can often damage the soil structure of a wetland. However, the functions and values of degraded wetlands may sometimes be increased by such alterations and thus would be self-mitigating. Functions and values that are not replaced on site will have to be mitigated elsewhere.

a. Modifications that alter the structure of a wetland or its soils will require permits. Check with the agency(ies) issuing the permits for the modification(s) to determine which method to use to establish “no net loss.”

b. A wetland will usually sustain fewer impacts if the required storage capacity can be met through a modification of the outlet rather than through raising the existing overflow.

3. **The wetland does not contain a breeding population of any native amphibian species.**

4. The hydrologic functions of the wetland can be improved as outlined in questions 3, 4, 5 of Chart 4 and questions 2, 3, 4 of Chart 5 in the “Guide for Selecting Mitigation Sites Using a Watershed Approach,” (available here: <http://www.ecy.wa.gov/biblio/0906032.html>); or the wetland is part of a priority restoration plan that achieves restoration goals identified in a Shoreline Master Program or other local or regional watershed plan.

5. The wetland lies in the natural routing of the runoff, and the discharge follows the natural routing.

In order to make an assessment of whether it would be advisable to use the wetland for stormwater storage despite the habitat score, we need to look at the specifics of the habitat features. Two important ones are:

- (1) There is a large area of seasonally ponded emergent wetland, and
- (2) There is more than ¼ acre of thin-stemmed persistent vegetation.

These are conditions that provide prime amphibian breeding habitat. In addition, the upland habitat that is available adjacent to the wetland would be non-breeding-season amphibian habitat.

I don't know whether amphibians are using the site, but having the habitat available for amphibians is also important. The recent federal listing of the Oregon spotted frog as threatened under the Endangered Species Act highlights the importance of emergent wetland areas that can provide amphibian breeding habitat. The burden of proof is on the applicant to demonstrate that the wetland does not contain a breeding population of any native amphibian species.

Based on the habitat score, the type of habitat present in the wetland, and the possibility that the wetland contains a breeding population of native amphibians, using this wetland for stormwater discharge is inadvisable unless the applicant to demonstrate that using the wetland for stormwater discharge would cause no ecological harm.

Proposed Buffer Reductions:

The wetland delineation report (Ecological Land Services, August 2015, pp. 6-7) presents a buffer-reduction plan. According to the Camas critical areas ordinance (CAO), standard buffer widths may be reduced under the following conditions, provided that functions of the post-project wetland are equal to or greater after use of these incentives. The first of these conditions is that a "relatively undisturbed, vegetated corridor at least one hundred feet wide is protected between the wetland and any other priority habitats that are present as defined by the Washington State Department of Fish and Wildlife." The corridor described in the wetland report does not appear to meet these requirements. Looking on Clark County GIS aerial maps at what I believe is the area described as the proposed corridor, I see that there is a golf course trail, an area of mowed and maintained lawn, and a paved, public pedestrian trail. **These are disturbed areas and are breaks in the corridor.**

The CAO also requires that the habitat corridor be protected for the entire distance between the wetland and the priority habitat area by some type of permanent legal protection such as a covenant or easement. Part of the property where the corridor is proposed belongs to the golf course, and part of it belongs to Clark County Parks. Even without the disturbed areas and breaks in the proposed corridor, it is difficult to imagine that either of these property owners would allow a covenant or easement to be placed over portions of their property that would preclude recreational use, especially when recreational use is the purpose of both properties.

The delineation report, on page 7, proposes an additional buffer reduction based on the following CAO language: "Buffer widths may be reduced up to twenty-five percent if the buffer is restored or enhanced from a pre-project condition that is disturbed (e.g., dominated

by invasive species), so that functions of the post-project wetland and buffer are equal or greater.”

According to aerial maps (Clark County GIS), it looks like the buffer is mostly forested. Having Himalayan blackberry in the understory is not the same as having the buffer “dominated” by invasive species, as the delineation report states. In fact, having a forested buffer is the goal in most wetland protection and mitigation plans. The existing forested buffer helps to shield the wetland from noise, light, and intrusion; and it can also provide habitat for many species. **Reducing a forested buffer is directly contrary to the objective of restoring the buffer under CAO.**

The applicant further proposes to reduce the buffer to the minimum width allowed by the CAO under combined reductions (50 feet), even though using combined reductions would result in a buffer of 67.5 feet. No rationale is given for this third proposed reduction.

None of the proposed buffer reductions appears to be consistent with the requirements of the Camas CAO. The CAO’s mitigation requirements state that the applicant shall avoid all impacts that degrade the functions and values of a critical area or areas (16.51.160).

REVIEWER: Sonia Mendoza

WATER QUALITY CONTACT: Deborah Cornett (360) 407-7269

Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to prevent stormwater runoff from carrying soil and other pollutants into surface water or stormdrains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered to be pollutants.

Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48 RCW, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action.

The following construction activities require coverage under the Construction Stormwater General Permit:

1. Clearing, grading and/or excavation that results in the disturbance of one or more acres **and** discharges stormwater to surface waters of the State; and
2. Clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more **and** discharge stormwater to surface waters of the State.
 - a) This includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, **and** discharge to surface waters of the State; and

3. Any size construction activity discharging stormwater to waters of the State that Ecology:
 - a) Determines to be a significant contributor of pollutants to waters of the State of Washington.
 - b) Reasonably expects to cause a violation of any water quality standard.

If there are known soil/ground water contaminants present on-site, additional information (including, but not limited to: temporary erosion and sediment control plans; stormwater pollution prevention plan; list of known contaminants with concentrations and depths found; a site map depicting the sample location(s); and additional studies/reports regarding contaminant(s)) will be required to be submitted.

You may apply online or obtain an application from Ecology's website

at: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/> - [Application](#).

Construction site operators must apply for a permit at least 60 days prior to discharging stormwater from construction activities and must submit it on or before the date of the first public notice.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

(SM:16-0119)

cc: Deborah Cornett, WQ
Joyce Smith, HQ/WQ
Rebecca Rothwell, SEA
James Kessi, Parklands and Camas Meadows LLC (Applicant)

From: Melissa Castle <mmhauck@icloud.com>
Sent: Tuesday, January 26, 2016 11:18 AM
To: Community Development Email
Subject: Parklands at Camas Meadows case no. 15-14
Attachments: parklandssafetyconcern.docx; ATT00001.htm

Categories: Green Category

From: Melissa Castle <mmhauck@icloud.com>
Subject: parklands at Camas Meadows concern

Email is also in attached word document.

To Whom It May Concern,

I am writing in regards to case number: SEPA15-14 Parklands at Camas Meadows

Thank you for taking the time to read and really take to heart the comments I am going to make. Camas is a very family oriented town that I truly believe values the safety of all residents.

My family lives at 6110 NW Larkspur Street. We are the corner home at the bottom of the hill. Almost Eight years ago, my husband and I built our home in Camas with the anticipation of having a family and wanting our children to attend Camas School District. We purposely choose our lot on a dead end street. We understood that the sign at the end of the street referenced a possible extension in the future but when we looked into this, it stated that is was zoned for Business Park. This was a slight concern back then but we assumed that this would not ever cause a reason for Larkspur Street to be expanded or opened up. There were alternate routes that did not impact family homes that could be utilized.

Eight years later, we have two little boys (one is just over three and one is eight months). Hearing that Larkspur Street was possibly going to be opened up becoming a major road was heartbreaking. We immediately had fear about the boys ever playing in the yard or even going to and from the car with the amount of excessive traffic. Our fear and anxiety levels have increased dramatically. The night of December 19th, we were woken up in the middle of the night with a loud boom. A vehicle driving down Larkspur Street drove through our front yard and crashed into our home. If the driver had driven a foot to the left he would have taken out both of our vehicles in the driveway as well. The driver was sober and simply picked up too much speed coming down the hill. We are very thankful that no one was hurt and that the driver was wearing a seat belt. All of his airbags were deployed and his car was totaled.

I am going to bullet point some reasons why we are **not** in favor of Larkspur becoming a major road and why the land should remain business use. We are open to the idea of mixed-use if Larkspur Street is not opened up and extended.

*Larkspur Street is already an extremely dangerous road. It is difficult to drive down such a steep grade at 25 mph. Without traffic control such as speed bumps or humps there is no other way to slow traffic down to a safe enough speed.

*There are numerous accidents or almost accidents weekly going up the hill. I am almost hit with my boys in the car at least once a week. I have to literally stop before I approach 60th AVE and then still hope that no one is going to come up quickly and run the stop sign. Drivers ignore the stop sign coming off of 60th AVE. I can't even begin to imagine how many traffic accidents there are going to be if Larkspur is opened up.

*When the homes were built on Larkspur Street, there was obviously no intent that it would ever become extended. If this was the case, the driveways would have been much longer.

*The property values of the homes on Larkspur Street will decrease dramatically if that becomes a major road. We are looking at losing forty plus thousand dollars.

*The idea of widening the street to become a major road is an absolute un-necessary expense. The individuals that will work at the business park or even if residential is approved can use Camas Meadows Drive to the very nice newly developed Friberg-Strunk Road. Using 192nd Street is also another option. I am aware that Payne is a private street but it is also a road that is often accessed. When I do go down Payne, I have never witnessed anyone adhere to 25 mph and this is on a narrow street. I can't imagine the excessive speed drivers are going to have coming down Larkspur Street.

*If Larkspur is extended, what are we going to be allowed to put in our front yard for protection? Lake Road has walls larger than the 42" height limit. Is the city going to pay for this safety protection for the front of our properties?

*If this development remains business, there is no guarantee that the employees are residents of Camas or Washington. Why is the city going out of the way and using tax dollars to open a street for these individuals instead of looking out for the safety of the current Camas residents and tax payers?

I could continue on but the bottom line is that keeping Larkspur a closed street will not affect how successful the business park is going to be or if the residential homes (if approved) will sell. I am absolutely heartbroken that we will most likely have to leave our home where my boys will have both taken their first steps and that we have created so many wonderful memories at all because of what? Allowing someone a few seconds quicker access to work? We are going to have to leave our home and neighborhood that we love because of a non-necessary busy street. The possibility of one of our children being hit by a vehicle because it will be absolutely impossible for cars to remain under 25 mph or another car crashing into our home is sickening. I am aware that I was supposed to keep this professional and to the point and not to give you a sob story but I can't help it. I am mom, a full time elementary school counselor that works hard every day to ensure the safety of students. What kind of parents would we be to allow our children to potentially be put in harm's way? What kind of city would allow this when it is not necessary? I'm asking you to please re-consider and to keep Larkspur a dead end road.

Thank you for listening and considering.

Warmly,

Melissa Castle

6110 NW Larkspur ST.

541-912-1707

Melissa Castle, MSW
Sifton Elementary School
School Counselor
(360) 604-6675 x5228

Jan Coppola

From: Mark <mcastle149@hotmail.com>
Sent: Tuesday, January 26, 2016 3:46 PM
To: Community Development Email
Subject: Parklands at Camas Meadows

Good afternoon,

I am writing in concern about the mixed land use proposal for the Parklands at Camas Meadows development. I live at 6110 NW Larkspur St. It appears that the development will include both commercial and residential development that will substantially impact my property and family. Currently, Larkspur is a dead end street with a sign that states the road will continue in the future. I was aware of this when we purchased our property. It does not state that the road will continue and be expanded to accommodate traffic for up to 200 homes and businesses which are currently applying for development on the two properties. Even on the current road we have dangerous traffic issues, just three weeks ago a young man came speeding down the hill, lost control of his vehicle and rammed into our house. Additionally, almost every week I have to avoid being hit by cars coming out off of 60th st onto Larkspur. I understand that Camas is a desirable place to develop property, I to moved here because of the desire for a safe and secure and well maintained community. That being said, it does not make sense to me to expand the road and build a large community that puts a family neighborhood at risk and substantially reduces the property value do to increased traffic when there is already convenient and sufficient road access through Camas Meadows Drive and Frieburg St. Please consider the safety and values of the current homes in the neighborhood before allowing a large company to destroy the security of our neighborhood. Don't allow the expansion of Larkspur and the mixed use permit for the proposed properties, I fear for the safety of my children playing on the property they grow up on.

Thank you
Mark Castle
6110 NW Larkspur St
Camas, WA

Parklands at Camas Meadow

MXPD Overlay (Zone Change)



January 27, 2016

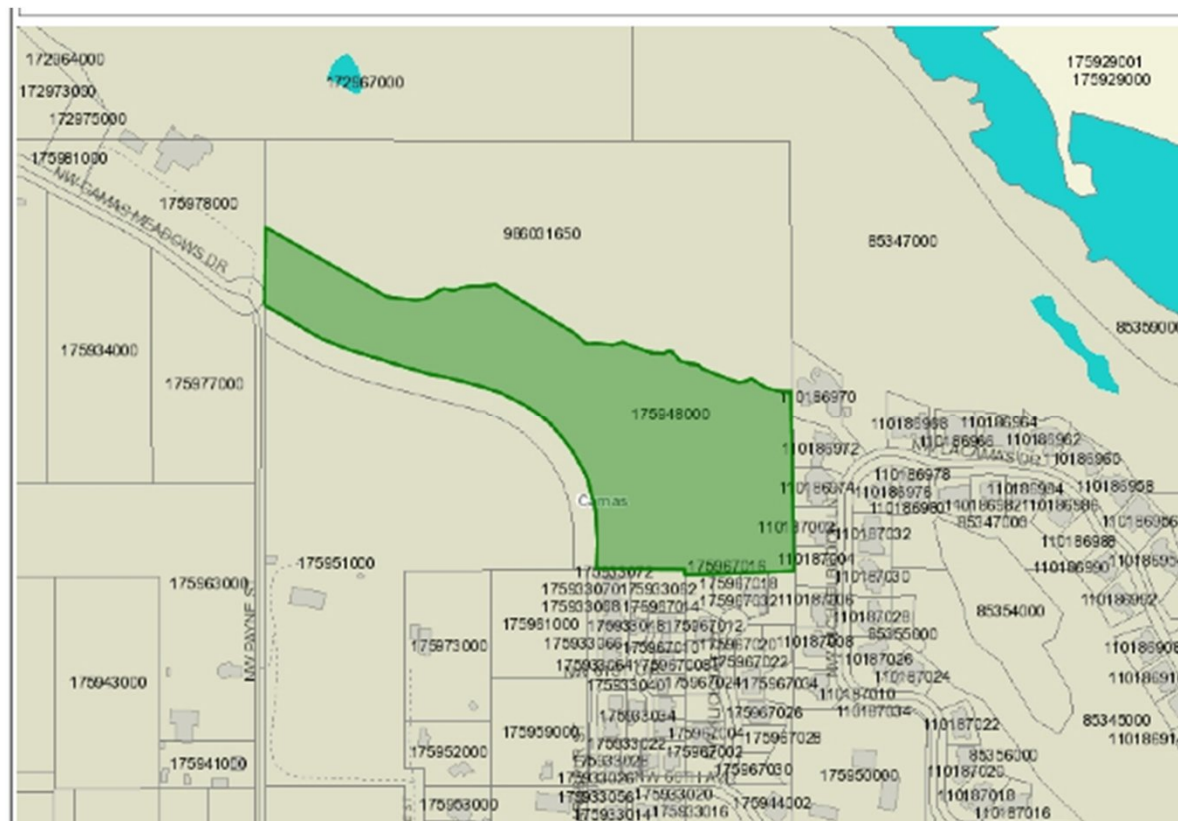
Entire Master Plan

- ❖ Combines a 20.9-acre parcel zoned R-15 with a 15.5-acre parcel zoned BP.
- ❖ Five commercial buildings totaling at least 90,000 square feet, with 24 living units.
- ❖ Forty-two large lot single family homes, with ADU opportunity.
- ❖ Approximately one-third in open space with walking trail that connects into large community system.
- ❖ New regional storm system
- ❖ Extension of Camas Meadows Drive



MXPD Overlay Area

- ❖ Applies only to the 15.5-acre BP parcel zone.
- ❖ Includes the 5 commercial buildings, 24 living units, and 18 of the 42 large lots that have performance release clauses.



Purpose of the Overlay

- ❖ Seamless integration of multiple land uses into a single site.
- ❖ Higher quality, well thought out project.
- ❖ Development that is responsive to long term community needs.
- ❖ Development Agreement that provides for performance standards.

Comprehensive Plan Policies

❖ The proposed projects is consistent with Camas' Comprehensive Plan:

Comprehensive Plan	Job Creation	Mixed-Use	Cluster	Housing Mix	Design/Compatibility	Land Use Transition	Nature
Primary Goal 3	●	●					●
Primary Goal 4							●
Land Use Objective	●	●		●			
Policy LU-1	●	●				●	
Policy LU-2	●	●	●	●			
Policy LU-4					●	●	
Strategy LU-3		●	●		●		
Policy LU-8				●			
Policy LU-11					●	●	
Strategy LU-10	●				●	●	
Policy LU-13		●			●	●	
Housing Goal 3				●	●	●	●
Policy HO-6		●		●			
Strategy HO-5		●			●		
Strategy HO-9		●	●	●			

Questions?

Parklands at Camas Meadow
MXPD Overlay
(Zone Change)



MICHAEL & LINDA HARNISH

3367 NW Lacamas Drive
Camas, WA 98607

Exhibit "17"

Home: 360-210-5229 Michael: 971-998-2456 Linda: 503-708-1933

June 11, 2015

City of Camas
616 NE 4th Avenue
Camas, WA 98607

ATTN: Mayor Scott Higgins, City Council Members, Phil Bourquin and Members of the Planning Commission

Ladies and Gentlemen:

RE: Property Located at: 542 NW 218TH AVE, CAMAS, 98607
Property Identification Number 175948000

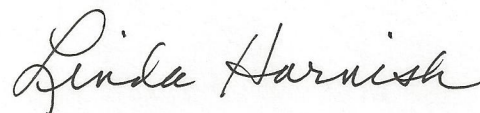
We are writing to express our disappointment and concern at the city's intention to allow the above-captioned parcel adjacent to our property to be developed as a Business Park/Light Industrial complex.

The referenced parcel shares a property line with a number of homes, including ours, in the upscale community of Lacamas Shores, as well as with other homes in the adjacent community of Lacamas Estates. Our property was purchased in 2008 for \$1,075,000; the home of one of our neighbors is currently for sale at an asking price of \$2,500,000. Allowing a business park or industrial facility to be built adjacent to these home sites would have an incredibly detrimental effect on our property value, and the value of all our neighbors' properties. We urge you to reconsider your position in advance of harming the value of our property.

We understand that Camas is looking to increase their industrial/commercial base. However, we do not understand why the city would even consider allowing industrial development on what would essentially be an island surrounded by residential properties of multiple types and a golf course. The zoning on the adjoining properties is R-15, R-10 and MF-18, but this single 15.5 acre parcel stands alone with a current zoning designation of BP/LI. We strongly urge you to permit the developers to have the property rezoned to residential, as they are requesting. We believe that allowing this to be developed as luxury home sites would further increase, not decrease, the value of the adjacent parcels and is in the best interest of all Camas citizens.

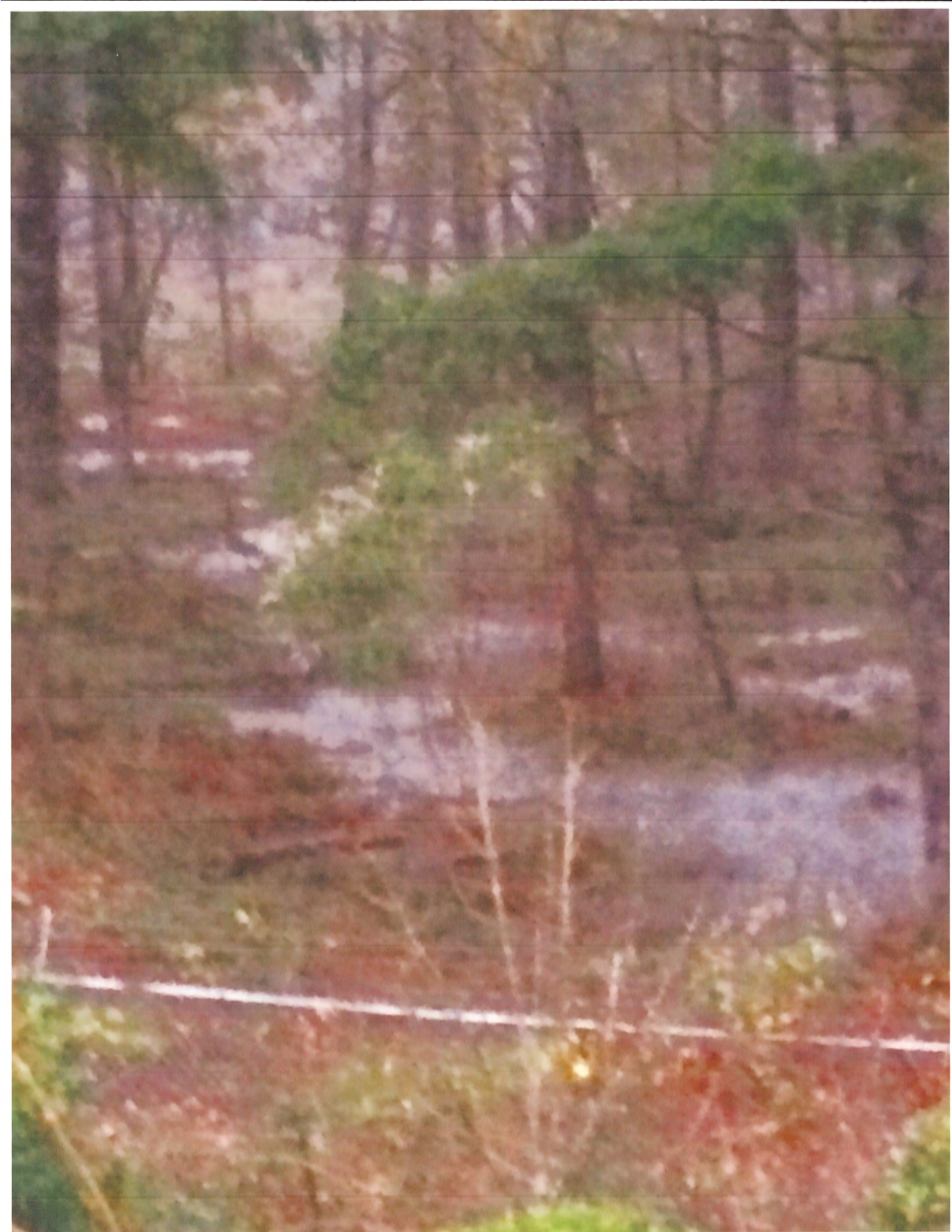
Your review of this request is sincerely appreciated. We look forward to hearing your decision in the near future.

Sincerely,



Mike & Linda Harnish





Parklands at Camas Meadow

MXPD Overlay (Zone Change)



January 27, 2016

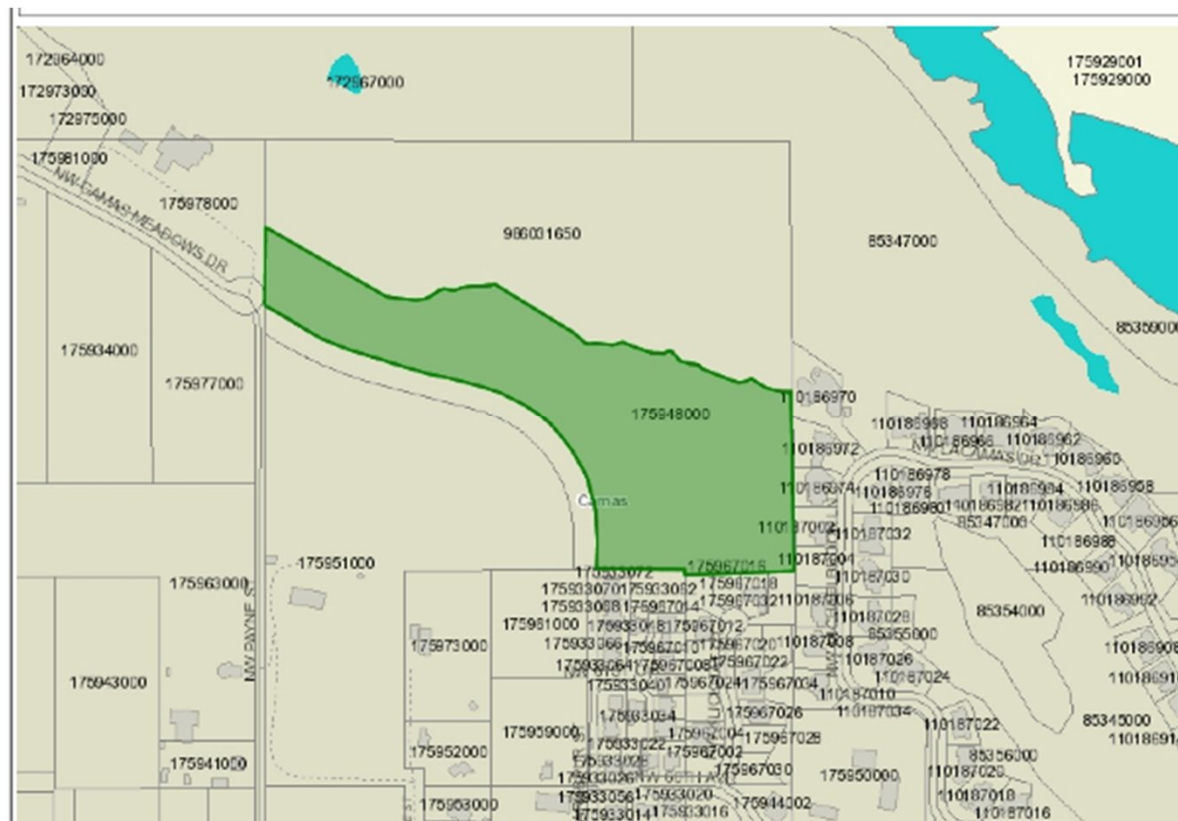
Entire Master Plan

- ❖ Combines a 20.9-acre parcel zoned R-15 with a 15.5-acre parcel zoned BP.
- ❖ Five commercial buildings totaling at least 90,000 square feet, with 24 living units.
- ❖ Forty-two large lot single family homes, with ADU opportunity.
- ❖ Approximately one-third in open space with walking trail that connects into large community system.
- ❖ New regional storm system
- ❖ Extension of Camas Meadows Drive



MXPD Overlay Area

- ❖ Applies only to the 15.5-acre BP parcel zone.
- ❖ Includes the 5 commercial buildings, 24 living units, and 18 of the 42 large lots that have performance release clauses.



Purpose of the Overlay

- ❖ Seamless integration of multiple land uses into a single site.
- ❖ Higher quality, well thought out project.
- ❖ Development that is responsive to long term community needs.
- ❖ Development Agreement that provides for performance standards.

Comprehensive Plan Policies

❖ The proposed projects is consistent with Camas' Comprehensive Plan:

Comprehensive Plan	Job Creation	Mixed-Use	Cluster	Housing Mix	Design/Compatibility	Land Use Transition	Nature
Primary Goal 3	●	●					●
Primary Goal 4							●
Land Use Objective	●	●		●			
Policy LU-1	●	●				●	
Policy LU-2	●	●	●	●			
Policy LU-4					●	●	
Strategy LU-3		●	●		●		
Policy LU-8				●			
Policy LU-11					●	●	
Strategy LU-10	●				●	●	
Policy LU-13		●			●	●	
Housing Goal 3				●	●	●	●
Policy HO-6		●		●			
Strategy HO-5		●			●		
Strategy HO-9		●	●	●			

Questions?

Parklands at Camas Meadow
MXPD Overlay
(Zone Change)





Notice of Application and Public Hearing

Parklands at Camas Meadows (File #ZC15-01)

NOTICE IS HEREBY GIVEN that a public hearing to accept public testimony on and consider an application to establish a Mixed-Use Planned Development Overlay Zone over 15.5 acre portion of property currently zoned Business Park (BP) will be held on **Wednesday, January 27, 2016, at 7:00 p.m.**, or soon thereafter in Council Chambers of City Hall, located at 616 NE Fourth Avenue, Camas, Washington, before the Planning Commission during a special public meeting.

The Planning Commission is the hearing body in reviewing this Zoning Overlay request and will forward on a recommendation to the City Council for final action. Council action will be based upon the record of the Planning Commission and be the final decision of the City. The city's final decision in this matter may be appealed by a party of record with standing to file a land use petition in Clark County superior court. Such petition must be filed within twenty-one days after issuance of the decision, as provided in Chapter 36.70C RCW.

LOCATION: The subject property is generally located between the east end of NW Camas Meadows Drive and north of the NW Larskpur Road dead end and more specifically described as Clark County tax parcel number: 175948000.

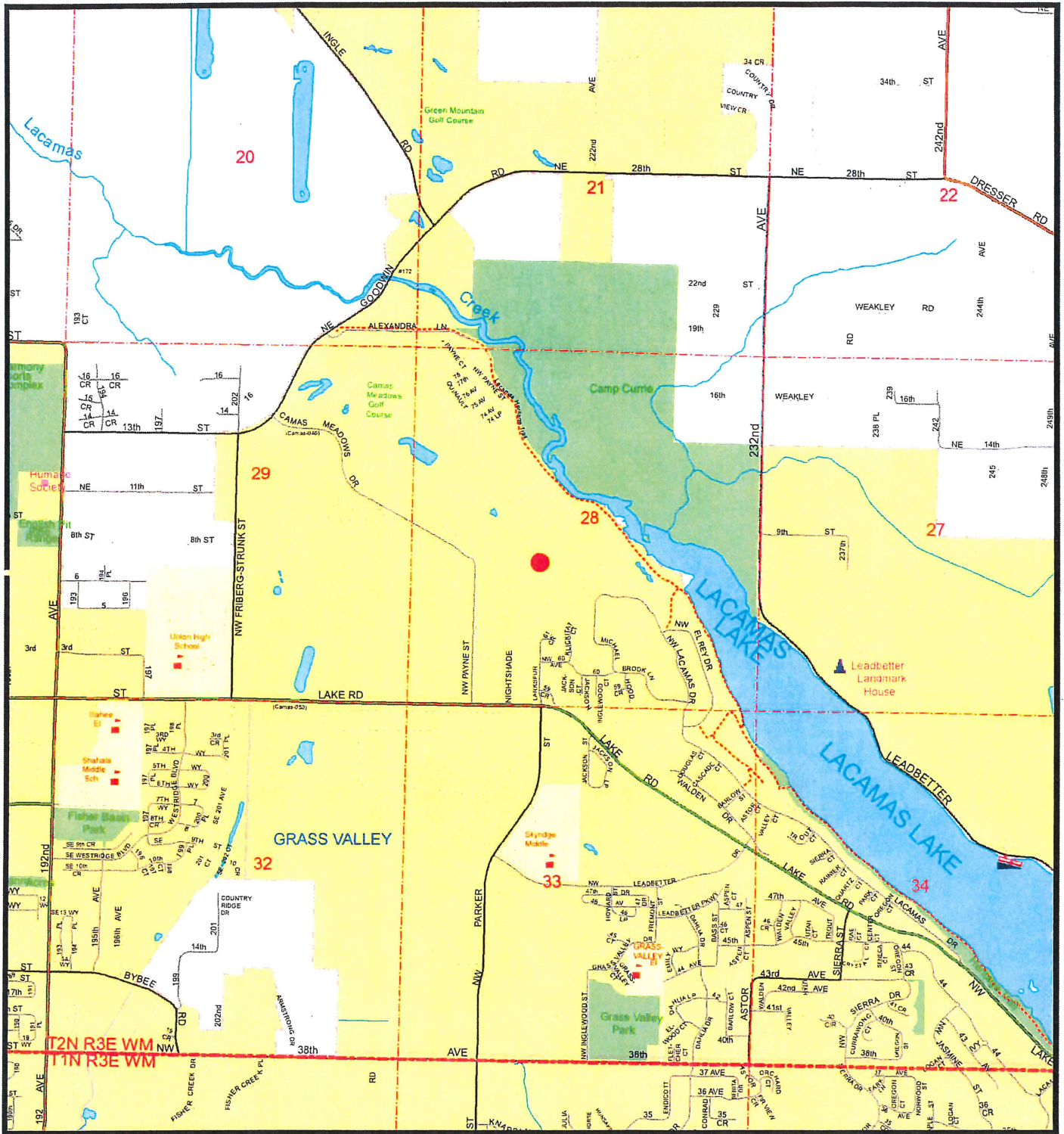
Development under an MXPDP overlay is subject to the following additional land use permits and processes: 1) Development Agreement and Master Plan; 2) Subdivision and Critical Areas, 3) Site Plan Review, 4) Design Review. A State Environmental Policy Act (SEPA) determination is being processed concurrent with this proposal.

APPLICATION MATERIALS: The application to establish a Mixed-Use Planned Development Overlay Zone was received by the City of Camas on August 28, 2015 and deemed complete on August 31, 2015. The submittal documents are available for viewing at the Community Development Department (616 NE 4th Ave.) during regular business hours 8AM-5PM, Monday through Friday. Copies may be purchased following the request for public information procedure at a cost.

Generally, three (3) business days before the meeting, a staff report and associated application materials are available to review on the city's website at the "Minutes & Agendas" page <http://www.cityofcamas.us/index.php/yourgovernment/minuteagendavideo> .

COMMENT: Any interested party may comment on this application, request a copy of the final decision when one is made. Public testimony may be submitted either in person or in writing at the hearing. Written comments may also be submitted to the Community Development Department at 616 NE Fourth Avenue, Camas, WA 98607, or via email at communitydevelopment@cityofcamas.us prior to 5:00 p.m. on Wednesday, January 27, 2016.

All citizens are entitled to have equal access to the services, benefits and programs of the City of Camas. Please contact the City Clerk at (360) 834-6864 for special accommodations if needed. The City will provide translators for non-English speaking persons who request assistance at least three working days prior to a public meeting or hearing.



CLARK COUNTY, WASHINGTON
Geographic Information System
1:24,000
0 0.1 0.2 0.3 0.4 0.5 Miles

General Location Map
 Account No: 175948000, 986031650
 Owner: CHINOOK LAND OWNERS GROUP LLC
 Address: 1400 NW 63RD ST
 C/S/Z: VANCOUVER, WA 98663

Subject Property Location

Printed on: February 04, 2015

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.



Parklands at Camas Meadows

MXPD Overlay

Exhibit List

- Exhibit "01" – Application and Narrative
- Exhibit "02" – Parklands Neighborhood Aerial Map
- Exhibit "03" – MXPD OVERLAY MAP
- Exhibit "04" – MXPD OVERLAY AERIAL MAP
- Exhibit "05" – The Archery three boards
- Exhibit "06" – Letter from Michael Workman MD and Carol Workman MD
- Exhibit "07" – Letter from Mason Walker
- Exhibit "08" – Letter from Ashley Walker
- Exhibit "09" – Letter from Karla Dearborn
- Exhibit "10" – Comment from James Gordon, Cowlitz Tribe
- Exhibit "11" – Comment from Timothy Johnson
- Exhibit "12" – Comment from Raymond DuBois
- Exhibit "13" – Comment from J. Tearney
- Exhibit "14" – Comment from Department of Ecology
- Exhibit "15" – Comment from Melissa Castle
- Exhibit "16" – Comment from Mark Castle
- Exhibit "17" – Comment from Michael& Linda Harnish
- Exhibit "18" – Photos from Robert Miner
- Exhibit "19" – PowerPoint Presentation given by Paul Dennis, January 27, 2016 Planning Commission Meeting

RECEIVED
AUG 28 2015
BY: _____



Community Development Department | Planning
616 NE Fourth Avenue | Camas, WA 98607
(360) 817-1568 | www.cityofcamas.us

General Application Form

Case Number: PA 15-22

ZC15-01

Applicant Information

Applicant/Contact: PAUL LANDS AT CAMAS MEADOWS, LLC Phone: (360) 823-6222
Address: 20705 SE EVERGREEN HWY Kevin DeFord
CAMAS NEDEVELOPMENT@GMAIL.COM
City State ZIP Code

Property Information

Property Address: 6101 NW NIGHTSHADE ST. 986031650 AND 175949000
CAMAS WA 98607
City State ZIP Code
Zoning District R-15 AND BP Site Size 36.43 (- 2 PARCELS)

Description of Project

Brief description: Luxury Residential and Business Park, trail system throughout
TO Apply for a MIXPD overlay zone - with associated Master Plan, DA, SEPA

Are you requesting a consolidated review per CMC 18.55.020(B)? YES NO
Permits Requested: Type I Type II Type III Type IV, BOA, Other

Property Owner or Contract Purchaser

Owner's Name: DeFord Kevin NEX Generation LLC Phone: (360) 823-6222
Address: PO BOX 61962
E mail Address: VANCOUVER WA 98666
City State Zip

Signature

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.
Signature: Mary D. Hall Date: 6-11-15
Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

Date Submitted: 8/28/15 Pre-Application Date:
Staff: RM Related Cases #
Validation of Fees: # 272930

REQUEST

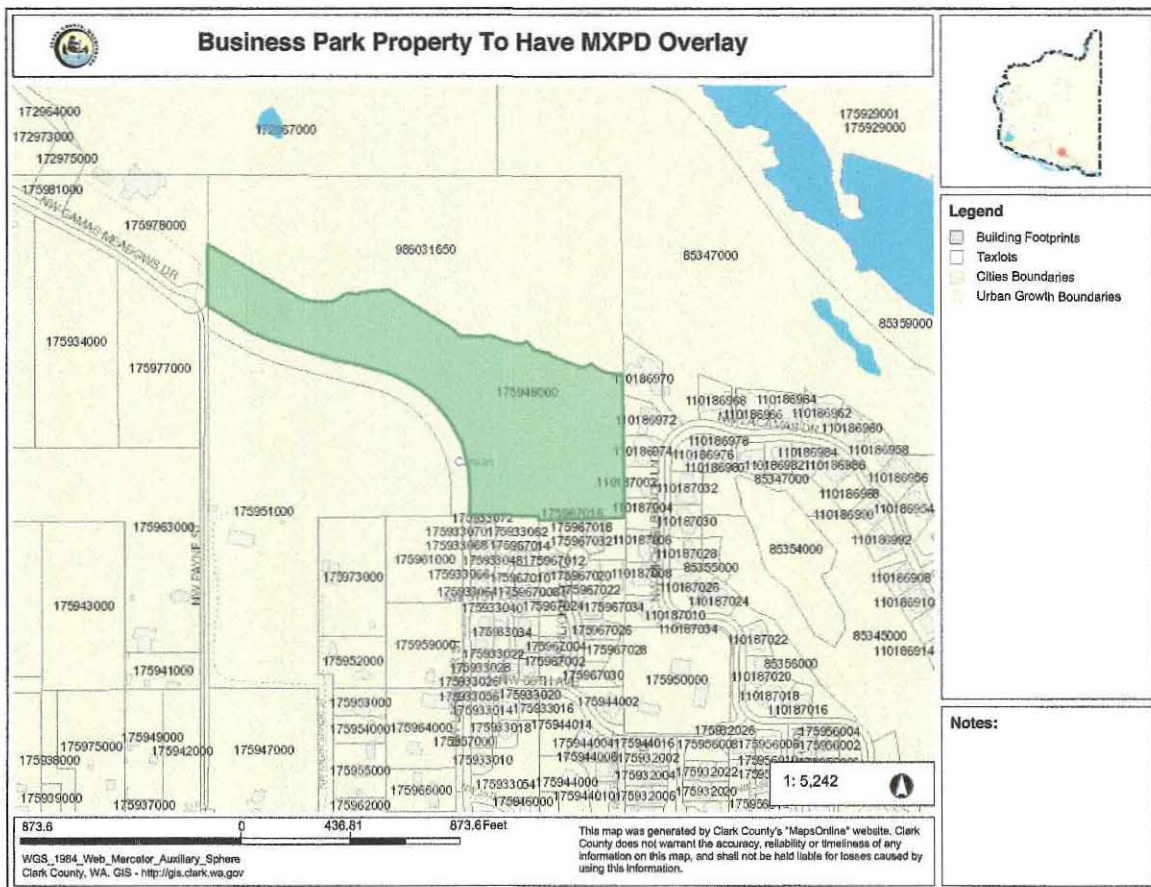
revd. 1-7-15

CHAPTER 1:
Parklands at Camas Meadows
MXPD Overlay
(Zone Change)

revd 1-7-15
City of Camas JB

GEOGRAPHIC AREA

The proposed Parklands at Camas Meadows combines a 20.9-acre site parcel zoned single-family 15,000 square foot lots (R-15) with a 15.5-acre parcel zoned Business Park (BP). The Mixed-Use Plan Development (MXPDP) overlay will be applied to the BP Area. This portion of the site will subdivide the business park into four commercial buildings totaling at least 90,000 square feet of business space, 24 living units integrated into one of the commercial buildings, and 18 single-family residential lots. At least 50% of the site will be retained for business park uses, consistent with City code requirements. The project also meets minimum density requirements. The map below identifies the property in question. Specific details of the proposed development are contained in Chapter 2: MXPDP Master Plan.



COMPREHENSIVE PLAN POLICIES

The MXPDP overlay is treated in a similar fashion as a Comp Plan amendment without all the arduous legal requirements. The reason for viewing the overlay in a similar light is due to the fact that multiple land uses are being integrated within a single site that could not occur otherwise. It's in the City's best interest to ensure that the integration occurs seamlessly and assists in implementing the community's long-term plans. The project proponent can demonstrate the community value by addressing the applicable Comprehensive Plan policies.

Primary Goal 3: To offer a harmonious blend of opportunity for living, working, recreating, and cultural activities by protecting natural amenities, and balancing development of services with growth. The Parklands Master Plan sets aside 11 acres (or just under one-third) of the site in open space including a walking trail and overlook area that connects to other City trail networks to the south. The remaining portion of the site will provide at least 90,000 square feet of business space and job opportunities as well as both executive single-family housing and luxury multi-family units. The single-family area will be the first residential development in Camas that allows for accessory dwelling units (ADUs).

Primary Goal 4: To expand the existing permanent open space network and trails system throughout the City while preserving and protecting natural features, wildlife habitat, and critical areas from incompatible land uses. The Parklands Master Plan sets aside 11 acres (or just under one-third) of the site in open space that includes a walking trail and overlook area

Land Use Objective: Create a balance between housing and employment that produces a more self-sustaining community. The proposed Master Plan includes at least 90,000 square feet of business space that is anticipated to create 300+ jobs. The development will also include 42 executive lots that will provide the opportunity for ADUs as well as 24 luxury living units above the commercial space in Building 2.

Policy LU-1: Support the continuation of a strong residential community rooted amid a blend of opportunities for commerce, industry, education, and recreation. The proposed project will provide for a mix of business, employment, and recreational opportunities. This will be the first development (outside of the downtown area) within Camas that will provide substantial employment, business, living, and recreational opportunities integrated into a single development.

Policy LU-2: Support a diverse community in an open and natural setting comprised of stable neighborhoods with a variety of housing types and densities; a vibrant, robust downtown, which serves as a focal point for the community; the Business Parks; and other employment and commercial centers. The proposed master plan community has the support of the adjoining neighbors. The integration of transition elements and executive residential lots provides for a buffer between existing neighborhoods and the proposed development. The project provides opportunities for large executive housing, ADUs, and smaller living units. The proposed four commercial buildings will provide opportunities for businesses and hence residents seeking local employment.

Policy LU-4. Maintain compatible use and design with surrounding built and natural environment when considering new development or redevelopment. As noted above, the proposed master plan has the support of the adjoining neighbors. The integration of transition elements and executive residential lots provides a buffer between existing neighborhoods and the proposed development.

Strategy LU-3. Support and encourage Planned Developments which can provide “cluster housing” (to protect sensitive lands), higher density, and mixed-use residential/commercial (where appropriately zoned), and where compatibility can be demonstrated. The proposed Master Plan will protect 11 acres of sensitive area. Large executive lots are placed around the sensitive area and the abutting residential neighborhood to provide a compatible buffer between the new development and existing residential area. The project also includes 24 luxury, high density living units within Commercial Building 2. Four commercial buildings are proposed that will provide at least 90,000 square feet.

Policy LU-8. Provide the opportunity for a broad range of housing choices to meet the changing needs of the community. The mix of large executive lots, ability to include ADUs, and the 24 luxury living units provides a mix of housing choices for current and future residents.

Policy LU-11. Ensure compatibility with adjacent neighborhoods by using development, design review, and landscaping regulations. The placement of large executive lots ensures that this proposed development will be compatible with the adjacent existing neighborhood.

Strategy LU-10. Support the enhancement of Business Parks with emphasis on aesthetic and community compatibility. The proposed Master Plan will develop four commercial buildings with at least 90,000 square feet. The business park and streetscape will continue the same quality as Camas Meadows to the west. Project proponents will include CCRs for the business park to ensure consistent, compatible development.

Policy LU-13. Encourage the master planning of mixed use developments that emphasize aesthetics and community and neighborhood compatibility. As noted above, the proposed Master Plan has the support of the adjoining neighbors and provides for a high quality development that would not otherwise occur.

Housing Goal 3: To encourage a variety of residential site planning alternatives that increase housing opportunities on residential or commercial land (where appropriately zoned) in a manner that compliments or enhances the character of existing development, protects sensitive environmental features, and considers transit corridors and land use patterns. As noted above, the proposed Master Plan will protect 11 acres of sensitive area. Large executive lots are placed around the sensitive area and the abutting residential neighborhood to provide a compatible buffer between the new development and existing residential area. The project also includes 24 luxury, high density living units within Commercial Building 2. Four commercial buildings are proposed that will provide at least 90,000 square feet. Transition elements provide buffers between differing land uses. The extension of Camas Meadows Drive assists the city in

completing the highly prioritized minor arterial that is needed for long-term traffic flow of the community.

Policy HO-6. Encourage mixed-use housing opportunities in residential/commercial settings throughout the city. The proposed Master Plan provides a mix of housing opportunities throughout the development, especially within the business park that will have the MXPDP overlay.

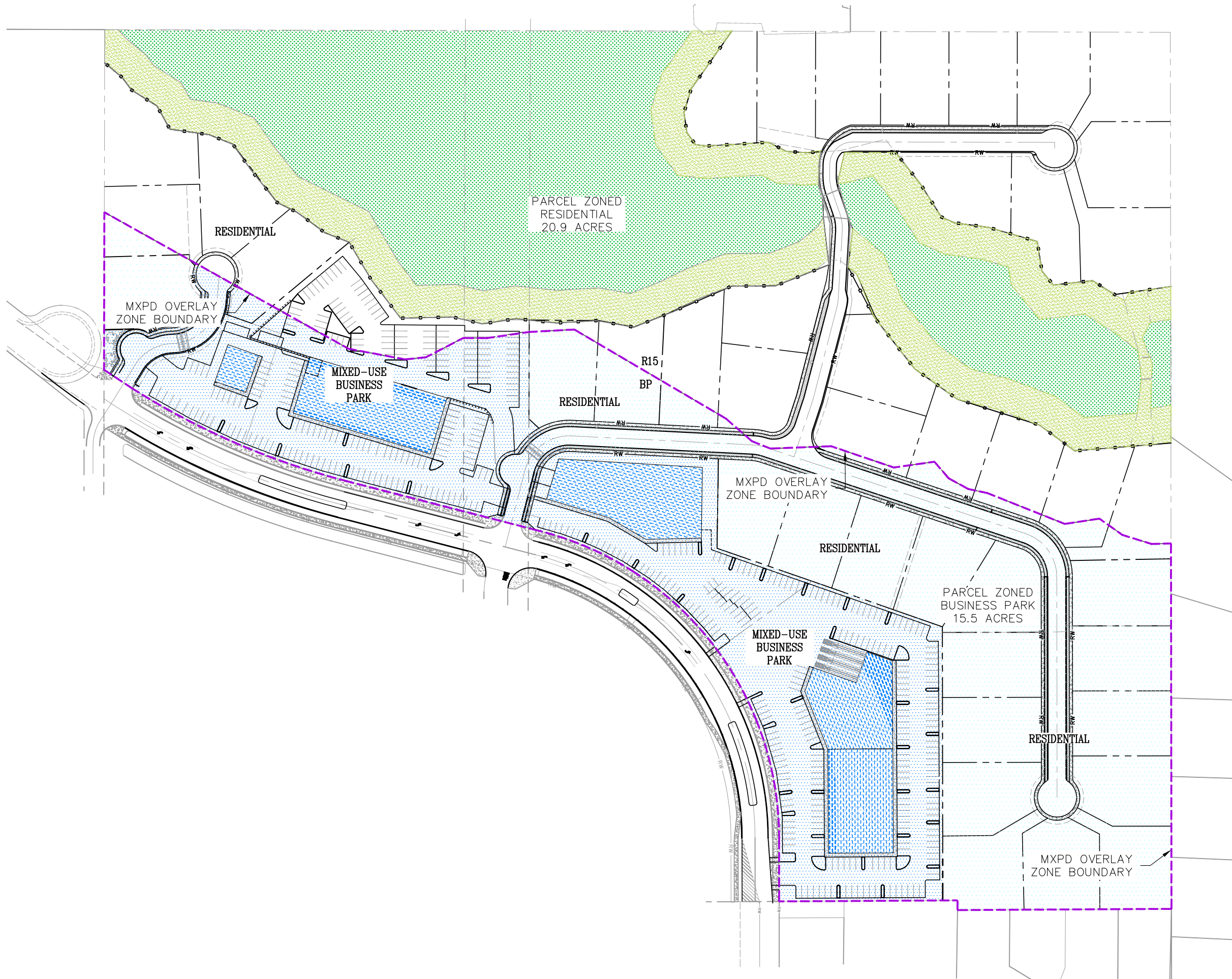
Strategy HO-5. Ensure that a mixed-use development complements and enhances the character of the surrounding residential and commercial uses. The placement of large executive lots ensures that this proposed development will be compatible with the adjacent existing neighborhood. The business park and streetscape will continue the same quality as Camas Meadows to the west. Project proponents will include CCRs for the business park to ensure consistent, compatible development

Strategy HO-9. Encourage a variety of housing opportunities close to places of employment. The proposed Master Plan provides a variety of housing opportunities within the proposed business park as well as in close proximity to existing employment areas such as Camas Meadows, Camas' high tech center, and Columbia Tech Center in East Vancouver.



NEIGHBORHOOD AERIAL MAP





PROPOSED MXPD OVERLAY MAP



PROPOSED MXPD OVERLAY MAP - AERIAL



the Archery
at Camas Meadows

NEX GENERATION LLC
BARRCORP LLC

© Scott Erstad 2015

LSW
ARCHITECTS



the Archery
at Camas Meadows

NEX GENERATION LLC
BARRCORP LLC

© Scott Erstad 2015

LSW
ARCHITECTS



Michael Workman, M.D.
Plastic Surgeon

Camas planning commission,

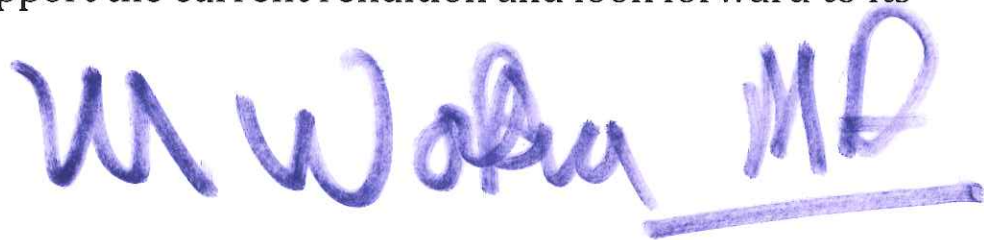
My wife Carol Workman and I have reviewed the most recent Development plan from November 2015 for the land abutting the 16th Fairway at Camas Meadows.

We fully support the current rendition and look forward to its approval.

Regards,

Michael Workman MD

Carol Workman MD





STAFF REPORT
Parklands at Camas Meadows
Development Agreement and Mixed-Use Planned Development Master Plan
(File DA15-03)

Staff Report Date: March 1, 2016

Table with 2 columns: Field Name and Value. Fields include PROPOSAL, TO, LOCATION, APPLICANT, and Application Submitted/Complete dates.

APPLICABLE LAW

The application was originally submitted on August 28, 2015, and the applicable Camas Municipal Codes (CMC) are those codes that were in effect at the date of application*.

- SEPA Determination: The City issued a Determination of Nonsignificance (DNS) on January 12, 2016, as file #SEPA15-14.
Notice of Application and Public Hearing: Mailed to property owners within 300 feet of the site on March 1, 2016, and published in the Post Record on March 1, 2016.

Exhibits:
See attached Exhibit List

* Application was submitted prior to the effective date of Ordinance #15-012.

I. BACKGROUND

The subject property is located with a broader 688 acre area planned for under the North Dwyer Creek Sub-Area Plan over 15 years ago. At the request of City Council in 2012, re-examination of this area was commenced and through a collaborative planning effort resulting in amendments to the Comprehensive Plan and zoning of the area in 2013.

A portion of the larger North Dwyer Creek planning area includes a site known as the “Chinook Archery Property” (Clark County tax parcels #986031-650, #175948-000, and #175951-000) that was included in 2013 amendments to the Comprehensive Plan and Zoning Map. The specific action occurring in 2013 on the Chinook Archery Site included the dedication of right-of-way necessary to connect NW Camas Meadows Drive to NW Larkspur Road, the amendment of the Comprehensive Plan away from a Light Industrial/Business Park and the rezoning (R-15, BP, MF-18) to allow for the establishment of a mix of single-family, business park, and multi-family uses.

The applicant is proposing to further refine, through a master plan and development agreement, the uses allowed and development standards that would be applicable within a portion of the area (Clark County tax parcels #986031-650 and #175948-000). In order to move forward with a Master Plan and Development Agreement as proposed, a Mixed-Use Planned Development Overlay zone is requested over approximately 15.5 acres (Parcel #175948-000) that is currently zoned Business Park.

The Planning Commission held a Public Hearing to consider a Mixed-Use Planned Development Overlay zone for the property on January 27, 2016 through a Special Hearing Date and has forward on a unanimous recommendation for approval to City Council which will be considered on the same night as this hearing and decided separately.

Development under the Mixed-Use Planned Development Overlay Zone is subject to a Development Agreement (DA) and Master Plan approval by City Council. This Staff Report address the Development Agreement and Master Plan as required under Camas Municipal Code (CMC) 18.22.

Project Description:

The proposed Parklands at Camas Meadows combines a 20.9-acre site parcel zoned single-family 15,000 square foot lots (R-15) with a 15.5-acre parcel zoned Business Park (BP). A feasible, high quality development can be achieved by joining the two properties into a single master plan community. Leaving the two parcels to develop separately would result in a lower quality residential neighborhood with very little market interest in the business park, as the infrastructure costs would make commercial development prohibitive.

This mixed-use master plan development proposes to subdivide the business park into five commercial buildings totaling at least 90,000 square feet of business space, 24 living units integrated into one of the commercial buildings, and 18 single-family residential lots. The R-15 property will provide another 24 single-family lots, while preserving 11 acres of natural open space and buffers. A natural surface walking trail may be constructed within the wetland buffer to provide a nature trail system for the project and the community. All single-family lots will be integrated into a single gated neighborhood providing high-end executive living. The single-family lots will have a minimum size of 15,000 square feet.

The commercial buildings will house a diversity of business operations that are anticipated to create at least 300 jobs. Building 1 has approximately 3,000 square foot floor plate with the potential for a second or

third floor and a drive-thru. Building 2 is a minimum 19,000 square feet per floor, with two floors of commercial space, 24 residential living units above the commercial space. Building 3 is approximately 20,000 square feet with tuck under parking on the north side. Building 4 (areas A & B) is approximately 31,000 square feet per floor, if constructed as a single building, with the opportunity of loading bays for potential distribution center users. The applicants envision an artisan market that would occur on weekends during late Spring through early Fall.

Several new private internal roads will be constructed to serve the newly created lots. A half-width road of NW Camas Meadows Drive will be extended from the existing cul-de-sac to the eastern property line of the PP&L easement along the southern site boundary.

All lots will be connected to municipal water and sewer systems. Storm water runoff from the new impervious surface will be collected and routed to a regional storm water facility where it will be treated and released or infiltrated where possible in accordance with City standards.

The subdivision will be developed in multiple independent phases as noted on the Phasing Plan (page 18 of the Master Plan)

II. ANALYSIS AND FINDINGS OF FACT.

CMC 18.22.010 - Purpose.

The city recognizes that opportunities for employment may be increased through the development of master-planned, mixed-use areas. Consistent with this, the city has created the mixed-use planned development zone (MXPDP) to provide for a mix of compatible light industrial, service, office, retail, and residential uses. Standards for development in the mixed-use planned development zone are intended to achieve a pedestrian friendly, active, and interconnected environment with a diversity of uses.

CMC 18.22.020 - Applicability.

The provisions of this chapter shall apply to parcels designated with MXPDP zoning.

Analysis/Findings under 18.22.010 and 18.22.020: The applicant has applied concurrently for a Zone Change to apply the MXPDP. The Planning Commission held a Public Hearing on the Zone change request to apply the MXPDP to the applicable portion of the property zoned BP. An affirmative decision on the Zone Change should precede a decision on the DA/Master Plan, consistent with 18.22.020. The Master Plan together with the development standards incorporated into the Development Agreement provides for a transition and blending of uses residential, mixed-use, commercial (service, office, retail), and light industrial use integrated around open spaces together with a trail system, as demonstrated through the submitted master plan and throughout this report consistent with the purpose of CMC 18.22.020.

CMC 18.22.030 - Definitions.

In addition to those definitions listed in CMC Chapter 18.03, the following definitions shall also apply to this chapter:

"Development agreement" means a binding agreement between the city and a developer relative to a specific project and piece of property. The agreement may specify and further delineate, and may include, but is not limited to, development standards; vesting; development timelines; uses and use restrictions; integration within or outside of the subject development; construction of transportation, sewer and water facilities; and allocation of capacity for transportation, sewer and water facilities. The agreement shall clearly indicate the mix of uses and shall provide a general phasing schedule, as reviewed and approved by city council, so as to ensure that the commencement of construction of the commercial, industrial, and/or office uses occur within a reasonable time frame of the construction of the overall project.

Amendments to an approved development agreement may only occur with the approval of the city council and the developer or its successor(s).

"Master plan" as used in this chapter a master plan means a proposal for development that describes and illustrates the proposed project's physical layout; its uses; the conceptual location, size and capacity of the urban service infrastructure necessary to serve it; its provision for open spaces, landscaping, trails or other public or common amenities; its proposed building orientation; its internal transportation and pedestrian circulation plan; and the integration of utility, transportation, and pedestrian aspects of the project with surrounding properties.

"Site plan" means a detailed drawing to scale, accurately depicting all proposed buildings, parking, landscaping, streets, sidewalks, utility easement, stormwater facilities, wetlands or streams and their buffers, and open space areas.

CMC 18.22.040 - Allowed uses.

- A. The mix of uses may include residential, commercial, retail, office, light industrial, public facilities, open space, wetland banks, parks, and schools, in stand alone or in multi-use buildings.
- B. Residential uses are allowed either:
 - 1. In buildings with ground floor retail shops or offices below the residential units; or
 - 2. As single-family attached units, as provided for in Section 18.22.070(A) of this chapter.
- C. Commercial and retail uses are permitted, but not required, on the ground floor of multi-use buildings throughout this district.
- D. Uses as authorized under CMC Section 18.07.030 Table 1 for Community Commercial.

Analysis/Findings: The BP portion of the Master Plan subject to the MXPDP Overlay is planned to include:

- 1) Building #2 is a mixed use building with commercial and retail uses permitted on the first two levels together with up to 24 living units integrated above (consistent with 18.22.040 A-D);
- 2) Buildings #1, 3, 4A and 4B are commercial buildings the use of which can range from general commercial to light manufacturing as further and specifically provided for under the proposed development agreement. (Consistent with 18.22.040 A, C, and D).
- 3) Up to 18 single-family residential lots with individual stand-alone dwellings and with the ability to include accessory dwelling units (consistent with 18.22.040 A).

Staff finds the proposed Master Plan as implemented through the proposed Development Agreement satisfies the allowed uses under 18.22.040.

CMC 18.22.050 - Required mix of uses.

The master plan must provide a mix of uses. No single use shall comprise less than twenty-five percent of the development area (i.e., residential, commercial, industrial), and no more than fifty percent of the net acreage of the master plan shall be residential that is not otherwise contained within a mixed-use building. The remaining master plan may be a mix of employment uses as allowed in Section 18.22.040 of this chapter. The minimum use percentage shall not apply to public facilities, schools, parks, wetland banks, or open space.

Analysis/Findings: The required mix of uses is intended to provide flexibility in land development uses with the intent of limiting the conversion of employment lands to residential uses. The code accomplishes this by limiting ground floor net residential acreage to no more than fifty percent of the MXPDP master plan area. The proposed net acreage of the MXPDP Master Plan devoted to the 18 single-family residential lots is approximately 17.01 acres, or approximately 47.8 % of the net acreage and thus satisfies CMC 18.22.050 .

The area of land subject to the MXPDP includes approximately 15.72 acres (Clark County Parcel 175948-000). The net acreage of the MXPDP (less internal road rights of way and open spaces) is less than 14.65 acres. The employment or BP Lots provide for a variety of retail, office and light industrial opportunities in multiple buildings, includes approximately 7.64 net acres, or greater than 52.2% of the net acreage. No ground floor residential will occur within the BP lots.

Gross MXPDP Acreage: 15.72 acres 684,783 sq. ft.

Internal Road right of way within BP: Approximately 1.07 acres or 46,920 sq. ft.

Net MXP Acreage: 14.65 acres 637,863 sq. ft.

BP Employment:

BP Lot #1: 24,700 sq. ft.

BP Lot #2: 117,646

BP Lot #3: 62,710

BP Lot#4: 127,653

Total: 332,709 sq. ft. (7.638 acres)

CMC 18.22.070 - Criteria for master plan approval.

The following criteria shall be utilized in reviewing a proposed master plan:

- A. Residential Densities and Employment Targets. Unless otherwise provided for in a transition area to mitigate impacts of increasing density, the minimum average density of eight dwelling units per net acre of residentially developed area is required. The maximum average density shall be twenty-four dwelling units per net acre. For employment generating uses, the master plan shall provide an analysis of how many jobs will be produced, the timing of those jobs, and the phasing of the employment and non-employment portions of the proposal. For estimate purposes, the target employment figures shall generally be consistent to the number of jobs produced that would otherwise occur in commercial and industrial zoning districts. The minimum number of jobs should be no less than six jobs per developable acre for the nonresidential portion of the project. The city may authorize a development with less than six jobs per developable acre based upon a finding that appropriate measures have been taken to achieve six jobs per developable

acre to the extent practicable. "Appropriate measures" may be demonstrated based upon the following:

1. The six jobs per developable acre cannot be achieved due to special circumstances relating to the size, shape, topography, location, or surroundings of the subject property;
2. The likely resultant jobs per developed acres ratio would not adversely affect the implementation of the comprehensive plan;
3. The proposed development would not commit or clearly trend the zoning district away from job creation.

Analysis/Findings:

The MXPD Master Plan includes up to 18 single-family residential lots with minimum lot sizes of 15,000 square feet on approximately 7.01 net acres. The size and location of these lots are intended to emulate the size and character of the existing Lacamas Shores Subdivision lot sizes to the east, the existing residential lots to the south and another 24 residential lots proposed to the north on the R-15 zoned portion of larger Master Plan area. While the code requires the residential portion of the MXPD have densities between 8-24 units per acre it also provides an exception where there is the need for transition areas to mitigate increased densities.

The master plan proposes five commercial buildings that will house a diversity of business operations. Building 1 has approximately 3,000 square foot floor plate with the potential for a second or third floor and a drive-thru. Building 2 is a minimum 19,000 square feet per floor, with two floors of commercial space, 24 residential living units above the commercial space. Building two also has tuck under parking. Building 3 is approximately 20,000 square feet with tuck under parking on the north side. Building 4 (areas A & B) is approximately 31,000 square feet per floor, if constructed as a single building, with the opportunity of loading bays for potential distribution center users. In total, the master plan will create at least 90,000 square feet of business space.

As per CMC 18.22.070(a), the master plan needs to show that it can create as many jobs under the base zone as it would within the proposed development. The BP parcel is 15.5 acres. At 6 jobs per acre (the minimum required under code), the proposed master plan has to create at least 93 jobs (15.5 acres x 6 jobs/acre). The majority of businesses will be office oriented, similar to other employers along Camas Meadows Drive. Office uses typically produce one (1) job per 300 square feet. This means that the proposed development will produce at least 300 jobs (90,000 square feet / 300 square per job), three times as many jobs as the underlying base zone. Therefore, Parklands at Camas Meadows will satisfy the job creation portion of CMC 18.22.070(a).

- B. **Setback and Height Requirements.** Building setbacks shall be established as part of the master planning process. Setbacks in all future site plans shall be consistent with those established in the master plan. Landscape and setback standards for areas adjacent to residentially zoned property shall meet or exceed those provided for in Table 18.22.080A. The applicant may propose standards that will control development of the future uses that are in addition to or substitute for the requirements of this chapter. These may be such things as height limits, setbacks, landscaping requirements, parking requirements, or signage.

Analysis/Findings: The setback, height and landscape standards that are proposed to be applicable to the Master Plan are found in Exhibit "B" to the Development Agreement. The criteria is satisfied.

- C. Off-Street Parking and Loading. Off-street parking and loading shall be provided in accordance with CMC Chapter 18.11 Parking, Table 18.11-1, Table 18.11-2 and Table 18.11-3 of this Code.
- D. Utilities. Utilities and other public services sufficient to serve the needs of the proposed development shall be made available, including open spaces, drainage ways, streets, alleys, other public ways, potable water, transit facilities, sanitary sewers, parks, playgrounds, sidewalks and other improvements that assure safe walking conditions for students who walk to and from school.

Analysis/Findings CMC 18.22.070 C & D: The master plan includes anticipates parking and loading in accordance with CMC18.11 and the Development Agreement will vest the project in the parking and loading standards of CMC 18.11. With each new building and use within the BP Lots, the standards for parking and loading will be further evaluated under the code for compliance.

Adequate City water and sewer to serve the site are available in the area. The Master Plan anticipates and plans for the preservation of opens, evaluates topography and drainage, will provide for streets, sidewalks, trails, and a bicycle route. The sidewalk along NW Camas Drive will be 10 feet in width consistent with the extension of an existing City Trail network.

- E. Environmental Impacts. The probable adverse environmental impacts of the proposed development, together with any practical means of mitigating adverse impacts, have been considered such that the proposal shall not have a probable significant adverse environmental impact upon the quality of the environment, in accordance with CMC Title 16 Environment and RCW Chapter 43.21C.

Analysis/Findings: The City issued a Determination of Nonsignificance (DNS) on January 12, 2016, as file #SEPA15-14. No appeal of the SEPA determination was timely filed. Further evaluation of environmental impacts will be reviewed under applicable Camas Municipal Codes through subsequent processes including preliminary subdivision plat, site plan review and grading permits.

- F. Access. The proposed development shall provide at least two access points (where a mixed-use planned development does not have access to a primary or secondary arterial) that distribute the traffic impacts to adjacent streets in an acceptable manner.

Analysis/Findings: The Master Plan anticipates and the Development Agreement will require construction and access to Camas Meadows Meadows Drive, an arterial roadway. Timing of construction of required improvements includes a requirement to construct a ½ width road improvement connecting NW Camas Meadows Drive to NW Larkspur with the initial phase of site development.

- G. Professional Preparation. All plans and specifications required for the development shall be prepared and designed by engineers and/or architects licensed in the State of Washington.
- H. Engineering Standards. The proposed development satisfies the standards and criteria as set forth in this chapter and all engineering design standards that are not proposed for modification.

Analysis/Findings CMC 18.22.070 G & H: The MXPDP Master Plan and specification contained therein were prepared by James Kessi, Kessi Engineering, a licensed Washington State Professional Engineer. The standards for engineering review of development under the Camas Municipal Code are vested through the Development Agreements and specific design details will be reviewed through subsequent approvals. Road dimensions and standards as shown on the Master Plan will be the minimum required through the subdivision and development review process.

- I. Design Review. The proposed development satisfies the standards and criteria as set forth in the Building Design from Camas Design Review Manual: Gateways, Commercial, Mixed Use and Multi-Family Uses, unless otherwise proposed for modification.

Analysis/Findings: The Master Plan was reviewed by the Camas Design Review Committee on February 24, 2016 and discussed the applicable standards under the Camas Design Review Manual to include the policies and guidelines related to Commercial and Mixed Uses. The Camas Design Review Committee found in every regard the master plan met or exceeded the requirement therein and unanimously recommended approval of the Parklands at Camas Meadows Master Plan. Additional design review will be administratively conducted with each subsequent commercial building proposed for consistency with the master plan and Design Review Manual.

CMC 18.22.080 - Landscape requirements and buffering standards.

- A. Minimum landscaping or open space, as a percent of gross site area, shall be fifteen percent. All landscaping shall comply with the applicable landscape provisions in CMC Chapter 18.13 Landscaping of this code. The entire street frontage will receive street trees/landscaping that will create a unifying effect throughout the area. Tree groupings shall be located for interest and variety. Plantings shall conform to the approved selection list available from the city, if available.
- B. Landscape buffers shall be in compliance with the below referenced table:

Table 1

Landscaping Buffering Standards Zoning of Land Abutting Development Site

Proposed Mix of Uses on Development Site	Single-Family		Multifamily		Commercial		Office/Campus		Industrial	
	Not Separated by a Street	Separated by a Street	Not Separated by a Street	Separated by a Street	Not Separated by a Street	Separated by a Street	Not Separated by a Street	Separated by a Street	Not Separated by a Street	Separated by a Street
Residential Single-Family	5' L1	5' L1	5' L2	10' L1	10' L3	10' L2	10' L2	10' L2	10' L2 w/F2 Fence	10' L3
Residential Multi-Family	5' L2	5' L1	10' L1	5' L1	10' L3	5' L2	5' L2	10' L2	10' L2 w/F2 Fence	10' L3
Commercial	10' L3	5' L2	10' L3	5' L1	5' L1	5' L2	5' L2	5' L2	10' L3	10' L2
Industrial	10' L2 w/F2 Fence	L2	10' L2 w/F2 Fence	L2	L3	L2	10' L3	L2	5' L2	5' L1

- C. Landscaping and Screening Design Standards.

- 1. L1, General Landscaping.

- a. Intent. The L1 standard is intended to be used where distance is the principal means of separating uses or development, and landscaping enhances the area between them. The L1 standard consists principally of groundcover plants; trees and high and low shrubs also are required.
 - b. Required Materials. There are two ways to provide trees and shrubs to comply with an L1 standard. Shrubs and trees may be grouped. Groundcover plants, grass lawn, or approved flowers must fully cover the landscaped area not in shrubs and trees.
2. L2, Low Screen.
- a. The standard is applied where a low level of screening sufficiently reduces the impact of a use or development, or where visibility between areas is more important than a greater visual screen.
 - b. Required Materials. The L2 standard requires enough low shrubs to form a continuous screen three feet high and ninety-five percent opaque year-round. In addition, one tree is required per thirty lineal feet of landscaped area, or as appropriate to provide a tree canopy over the landscaped area. Groundcover plants must fully cover the remainder of the landscaped area. A three-foot high masonry wall or fence at an F2 standard may be substituted for shrubs, but the trees and groundcover plants are still required.
3. L3, High Screen.
- a. The L3 standard provides physical and visual separation between uses or development principally using screening. It is used where such separation is warranted by a proposed development, notwithstanding loss of direct views.
 - b. Required Materials. The L3 standard requires enough high shrubs to form a screen six feet high and ninety-five percent opaque year-round. In addition, one tree is required per thirty lineal feet of landscaped area, or as appropriate to provide a tree canopy over the landscaped area. Groundcover plants must fully cover the remainder of the landscaped area. A six-foot high wall or fence that complies with an F1 or F2 standard may be substituted for shrubs, but the trees and groundcover plants are still required. When applied along street lot lines, the screen or wall is to be placed along the interior side of the landscaped area.
4. Fences.
- a. F1, Partially Sight-Obscuring Fence.
 - i. Intent. The F1 fence standard provides partial visual separation. The standard is applied where a proposed use or development has little impact, or where visibility between areas is more important than a total visual screen.
 - ii. Required Materials. A fence or wall that complies with the F1 standard shall be six feet high, and at least fifty percent sight-obscuring. Fences may be made of wood, metal, bricks, masonry, or other permanent materials.
 - b. F2, Fully Sight-Obscuring Fence.
 - i. Intent. The F2 fence standard provides visual separation where complete screening is needed to protect abutting uses, and landscaping alone cannot provide that separation.
 - ii. Required Materials. A fence or wall that complies with the F2 standard shall be six feet high, and one hundred percent sight obscuring. Fences may be made of wood, metal, bricks, masonry or other permanent materials.

5. The applicant may provide landscaping and screening that exceeds the standards in this chapter provided:
 - a. A fence or wall (or a combination of a berm and fence or wall), may not exceed a height of six feet above the finished grade at the base of the fence or wall (or at the base of a berm, if combined with one), unless the approval authority finds additional height is necessary to mitigate potential adverse effects of the proposed use, or other uses in the vicinity; and landscaping and screening shall not create vision clearance hazards as provided in CMC Chapter 18.13 Landscaping of this code.
 - b. The Community Development Director may approve use of existing vegetation to fulfill landscaping and screening requirements of this chapter, if that existing landscaping provides at least an equivalent level of screening as the standard required for the development in question.
 - c. Landscaped areas required for stormwater management purposes may be used to satisfy the landscaping area requirements of this chapter, even though those areas may be inundated by surface water.
 - d. Required landscaping and screening shall be located on the perimeter of a lot or parcel. Required landscaping and screening shall not be located on a public right-of-way or private street easement.

Analysis/Findings: Exhibit "D" to the Parklands at Camas Meadows Development Agreement includes the Master Plan and addresses landscaping and screening designed to satisfy the standards of this section. Through development review the standards of this section will be further reviewed for compliance.

CMC 18.22.090 - Transition design criteria.

In addition to the design standards in this chapter, all developments and uses shall comply with the following transitional design standards:

- A. Vehicular accesses should be designed and located so that traffic is not exclusively directed through a nearby neighborhood area;
- B. Loading and refuse collection areas should be located away from bordering protected zones. Loading and refuse collection areas shall not be located within a front yard setback;
- C. Landscape buffers on proposed projects should comply with those identified in Section 18.22.080 of this chapter.

Analysis/Findings: All development within the master plan will access from an extension of Camas Meadows Drive. While the project will connect Camas Meadows Drive to NW Larkspur which includes a residential neighborhood, traffic at no time would exclusively be directed to NW Larkspur as the existing Camas Meadows drive provides an alternate access or direction. Future site plan approvals will evaluate the specific location of refuse collection points consistent with this section and no refuse containers are currently planned that would conflict with subsection B of this section.

II. RECOMENDATION.

Staff recommends City Council conduct a public hearing to accept public testimony on the Parklands at Camas Meadows Development Agreement and Master Plan, deliberate and based up the findings of the Staff Report and the recommendation from the Design Review Committee Attorney to prepare a Resolution for adoption.

CHAPTER 3:
Parklands at Camas Meadows
MXPD Master Plan
(Development Agreement)

After recording, return to:

Aaron Barr
Parklands at Camas Meadows
1903 SE 12th Ave
Camas, WA 98607

Space Above for Recording Information Only

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is made and entered into by and between the CITY OF CAMAS, a Washington Municipal Corporation (hereinafter referred to as the “City”) and Parklands at Camas Meadows, LLC (hereinafter referred to as the “Owner”) (and collectively referred to as “Parties”).

RECITALS

WHEREAS, Owner owns or controls certain real property that is located within the City’s municipal boundary and that is more fully described within the Master Plan and attached Exhibit “A”, (hereinafter referred to as the “Property”); and,

WHEREAS, the City and the Owner recognize this area will develop with multiple uses and wish to provide predictability about the development standards that will apply to the Property over the course of its full development in order to increase efficient use of urban services and land, and provide compatibility amongst the various phases of the Property as they develop; and,

WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and,

WHEREAS, the City has established a Mixed Use Planned Development Overlay Zone (hereinafter referred to as “MXPD”) applicable to a portion of the property; and,

WHEREAS, development of land under the MXPD requires approval of a Master Plan and Development Agreement; and

WHEREAS, the Washington State Legislature has authorized the execution of Development Agreements between local governments and a person having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1); and,

WHEREAS, pursuant to RCW 36.70B.170, a Development Agreement may set forth the development standards and other provisions that shall apply to, govern and vest the development,

use and mitigation of the development of real property for the duration specified in the agreement; which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement shall be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW; and

WHEREAS, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources escalate housing costs for consumers and discourage the commitment to comprehensive planning that would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements; and

WHEREAS, for the purposes of this Agreement, "Development Standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and,

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement. This Agreement is a Development Agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the Owner and the City upon its approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170; and upon execution by all parties.

Section 2. Term of Agreement. This Agreement shall commence upon the Effective Date, and shall be valid for a period of Ten (10) years; unless extended or terminated by mutual consent of the Parties; provided however, if this Agreement or any initial land use applications related to the Property and filed within one year of the effective date of this Agreement, are appealed, the term of this Agreement shall be tolled for the time during which the appeal is pending or 18 months,

whichever is less. The “Effective Date” shall be the date of recording, which shall occur within thirty days of the date of the adopting Resolution.

Section 3. Vesting. Any land use applications submitted with respect to the Property during the term of this Agreement, shall be vested to the following land use regulations and Development Standards in effect on the effective date of this Agreement CMC title 16.01-16.21; CMC 16.31; CMC Title 17 and CMC Title 18 (through Ordinance 15-017), unless otherwise provided for in this Agreement through Exhibit “B” Dimensional Standards or Exhibit “C” MXPDP Employment Uses. Any land use approvals affecting the Property issued after the effective date of this Agreement shall remain in effect during the term of this Agreement; provided however, that preliminary plat approvals shall be valid for a period of seven years from the date of the approval, regardless of whether the end of such seven years occurs during or after the term of this Agreement. The vesting provided for under this Agreement shall not apply to System Development Charges, Impact Fees or application or review fees.

Section 4. Master Plan. Parties agree to incorporate by reference Exhibit D The Parklands at Camas Meadows Master Plan (Master Plan) dated *January 14, 2016* as the Master Plan for development of the Property. The Master Plan provides the Parties with predictability regarding the future development of the Property. Minimum dimensional standards that the Owner shall utilize for development under the Master Plan are provided for in Exhibit “B”. Owner agrees to make best efforts to obtain permits and construct a natural loop path and wetland interpretive overlook within a public access easement, to be maintained by the Owner consistent with the Master Plan. The trail and overlook will be constructed concurrent with the subdivision improvements for the initial phase. Consistent with Camas Municipal Code (CMC) 18.09.060 D. the lot size, width, depth and setback standards applicable to the R-15 portion of the site as shown on Exhibit “B” are herein negotiated consistent with the preservation of open space and trail development. The property may be developed with a maximum 42 single family lots, maximum 24 residential units in Building 2 of the business park, and a minimum of 90,000 square feet of business park building space. A number of studies have been completed that aided in the master plan as well as subdivision application already submitted to the city. Those studies include:

Phase 1 Environmental Site Assessment, Columbia West Engineering, Inc., August 31, 2015

Existing Conditions & Boundary Survey – without Trees (Sheets 1 and 2), Minister-Glaeser Surveying, Inc., December 10, 2015.

Existing Conditions & Boundary Survey – with Trees (Sheets 1 and 2), Minister-Glaeser Surveying, Inc., December 10, 2015.

City of Camas Archaeological Predetermination Survey of 542 NW 218th Ave, Camas, Washington, Applied Archaeological Research, Inc., March 17, 2015.

Parklands Executive Residential Subdivision And Parklands Business Park: Preliminary Stormwater Design Report (TIR), Kessi Consulting, January 24, 2016.

Parklands at Camas Meadows Traffic Impact Study, H. Lee & Associates, November 18, 2015

Wetland Delineation Report for Parklands at Camas Meadows Camas (Final Report), Washington, Ecological Land Services, Inc., December 15, 2015.

Geotechnical Site Investigation Parklands at Camas Meadows Camas, Washington, Columbia West Engineering, Inc., June 23, 2015.

Section 4.1 SEPA. The City issued a SEPA determination of nonsignificance regarding this Agreement and the Master Plan (SEPA 15-14). Impacts that are identified at future stages of the development that have been previously analyzed through this SEPA process shall not be re-analyzed, provided the future identified adverse impacts are substantially similar to and of the same or less intensity as those previously analyzed under this or other SEPA processes. Nothing in this Section shall preclude the City from requesting information on the potential adverse environmental impacts associated with a substantial change in the master plan that have not been previously analyzed as required under the State Environmental Policy Act.

Section 4.2 Flood Plain & Floodways. The Property includes land designated by the National Flood Insurance Programs (NFIP), Map Number 53011C0414D, with an effective date of September 5, 2012, as a Special Flood Hazard Area Subject To Inundation by the 1% Annual Chance Flood (Zone AE). Parties recognize the area under Zone AE are “frequently flooded areas” as defined in the Camas Municipal Code and as such no lot or portion of a newly created lot will be proposed, designed or platted to include any portion of the site Zoned AE under the aforementioned NFIP Map. All portions of the Property Zoned AE shall be placed in an Open Space tract at the time of plat approval.

Section 4.3 Phasing. Only the single family residential shall be required to build structures in phases. With the exception of the half-width street improvements along the entire frontage and all street-scaping per the submitted plan, which shall be completed prior to final platting of any residential lots, the Owner will have the ability to install roads, utilities, etc. as one complete project, provided a grading plan is submitted in advance to the City. The lots within the existing R-15 area shall be released upon subdivision approval. The ten (10) lots within Phase 2 shall be released upon the business park being graded, platted and ready for a prospective user to submit for site plan review. The final eight (8) lots within Phase 3 shall be released once building permit is acquired on either business park Building 2, 3, 4 (4A), or 5 (4B).

Section 4.4 Streetscape. Owner agrees to incorporate into its development application submittal package streetscape standards for primary streets within the Property addressing street specifications, tree spacing and species, sidewalk separation, trash receptacles, benches and other street amenities that will create an inviting, safe passage for not only vehicular but pedestrian and bicycle traffic. Streetscape standards will be consistent with the streetscape standards identified in the Master Plan. The Business Park Owners (or representative building association) are responsible to privately maintain all of the public streetscape and vegetation along their half street frontage of Camas Meadows Drive, including the pedestrian path and full width of any street center or median planter strips.

Section 5. Remedies. Should a disagreement arise between the City and Owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 6. Performance. Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 7. Venue. This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 8. Severability. If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 9. Inconsistencies. If any provisions of the Camas Municipal Code or Master Plan are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 10. Binding on Successors and Recording. The rights and obligations created by this Agreement are assignable and shall be binding upon and inure to the benefit of Owner, the City, and their respective heirs, successors and assigns. Only Owner and the City or their assigns shall have the right to enforce the terms of this Amendment. This Agreement shall be recorded against the real property indicated in the Master Plan with the Clark County Auditor.

Section 11. Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 12. Amendments. This Agreement may only be amended by mutual agreement of the parties. While nothing contained herein shall be construed to obligate either party to amend the Master Plan, it is recognized that future evolution of the City may warrant consideration of such issues. The City reserves authority to impose new or different regulations to the extent required by a serious threat to public health and safety pursuant to RCW 36.70B.

IN WITNESS WHEREOF, the parties hereto have caused this to be executed as of the dates set forth below:

CITY OF CAMAS

PARKLANDS @ CAMAS MEADOWS, LLC

By _____
Title _____

By _____
Title _____

CHINOOK LAND OWNERS GROUP OF VANCOUVER, WASHINGTON, LLC

By _____
Title _____

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the _____ of Parklands @ Camas Meadows, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2015.

NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires:_____

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the _____ of the CITY OF CAMAS, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2016.

NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expire

EXHIBIT A: PROPERTY DESCRIPTION

The project site is located just east of Camas Meadows Golf Course Club House and just north of Camas Meadows Drive, in Camas, Washington 98607, in the SE & SW $\frac{1}{4}$ of Sec. 28, T2N, R3E, W.M. The site is comprised of two (2) parent parcels plus the existing 74 foot wide public City ROW for Camas Meadows Drive. The abbreviated legal description for the two parcels is:

Parcel 175948-000

#21 SEC 28 T2NR3EWM 15.72A

Parcel 986031-650

#68 SEC 28 T2NR3EWM 20.97A

EXHIBIT " B " DIMENSIONAL STANDARDS

The master plan community will implement the following development standards that provide for flexibility in creating a high quality design. The master plan includes 42 executive single-family lots, 24 mixed-use living units on upper stories of Building #2, and at least 90,000 square feet of business space.

Development Standard	Single Family (R-15)	Single Family (BP)	Non-Single Family (BP)
A. New Lot Dimensions			
Minimum lot size (square feet)	15,000	15,000	8,000
Maximum lot size (square feet)	Note 1	Note 1	Note 1
Minimum lot width (feet)	80	80	80
Minimum lot depth (feet)	90	90	100
Maximum building lot coverage ²	50% 60% with ADU	50% 60% with ADU	50%
Maximum building height (feet)	35	35	100
B. Setbacks			
Minimum front yard (feet)	25	25	15 ⁴
Minimum side yard and corner lot rear yard (feet)	10 5 (ADU or accessory buildings)	10 5 (ADU and accessory buildings)	15 ⁴
Minimum side yard flanking a street (feet)	10	10	10 ⁴
Minimum rear yard (feet)	25 5 (ADU or accessory buildings)	25 5 (ADU or accessory buildings)	50 ³
Minimum lot frontage or access easement on a cul-de-sac or curve (feet)	40 ⁵	40 ⁵	N/A
Minimum flag lot width	20	20	N/A

Note 1: No Limitation.

Note 2: Includes all covered buildings and structures accepting there from accessory dwelling units (ADU's).

Note 3: Maybe reduced to ten feet if a transition element is utilized that includes natural vegetation for screening.

Note 4: Right of way to building face. Parking areas can be setback five feet from property line, per the landscaping plan contained within the approved master plan.

Note 5: Access to two lots or less may be designed and established as an easement rather than a tract.

EXHIBIT "C" MXPDP EMPLOYMENT USES

The following are a list of permitted uses within the MXPDP Employment area. Similar uses are permitted in the zone district at the discretion of the community development director. Unless otherwise listed or permitted as a similar use, a use shall be prohibited or subject to amendment of the Development Agreement.

Uses
Antique shop
Appliance sales and service
Bakery (wholesale)
Bakery (retail)
Banks, savings and loan
Barber and beauty shops
Book store
Bowling alley/billiards
Building, hardware and garden supply store
Cabinet and carpentry shop
Candy, confectionery store
Cart vendors
Clothing store
Coffee shop, cafe or kiosk
Convention center
Day care center
Day care
Delicatessen (deli)
Department store
Electric vehicle battery charging station and rapid charging stations
Equipment rental
Event center
Fitness center/sports club
Funeral home/crematorium
Florist shop
Food delivery business
Furniture store
Grocery, neighborhood, small or large scale

Uses
Hospital, emergency care
Hotel, motel
Laundry/dry cleaning (retail)
Laundry (self-serve)
Liquor store
Machine shop
Medical or dental clinics (outpatient)
Nursery, plant
Nursing, rest, convalescent, retirement home, memory care, assisted living
Office supply store
Pawnshop
Parcel freight depots
Pet shops
Pharmacy
Photographic/electronics store
Printing, binding, blue printing
Professional or Business office(s)
Public agency
Recycling collection point
Research facility
Restaurant
Restaurant, fast food
Roadside produce stand
Second-hand/consignment store
Shoe repair and sales
Specialty goods production (e.g. brew pub; does not include marijuana).
Taverns, pubs, bars
Theater, except drive-in
Veterinary clinic
Warehousing, bulk retail
Manufacturing and/or processing of the following:
Cotton, wool, other fibrous material
Food production or treatment

Uses
Foundry
Furniture manufacturing
Metal fabrication and assembly
Signs or other advertising structures (Billboards prohibited)
Electronic equipment
Industrial Uses:
High-tech industry
Manufacturing of miscellaneous goods (e.g. medical, musical instruments, toys, vehicle parts)
Optical goods
Packaging of prepared materials
Scientific and precision instruments
Recreational or Organizational Uses:
Auditorium
Community club
Church
Golf course/driving range
Library
Open space
Park or playground
Sports fields
Trails
Educational Uses:
College/university
Junior or senior high school
Trade, technical or business college
Residential flats, apartments or condos (up to 24 units on third floor and above of Building #2 only; bottom two floors commercial or light industrial employment uses only)
Electrical vehicle infrastructure
Facilities, minor public
Temporary Uses (as per Camas Municipal Code)

EXHIBIT D: PARKLANDS AT CAMAS MEADOWS
MXPD MASTER PLAN

PROJECT NARRATIVE

The proposed Parklands at Camas Meadows combines a 20.9-acre site parcel zoned single-family 15,000 square foot lots (R-15) with a 15.5-acre parcel zoned Business Park (BP). A feasible, high quality development can be achieved by joining the two properties into a single master plan community. Leaving the two parcels to develop separately would result in a lower quality residential neighborhood with very little market interest in the business park, as the infrastructure costs would make commercial development prohibitive.

This mixed-use master plan development proposes to subdivide the business park into five commercial buildings totaling at least 90,000 square feet of business space, 24 living units integrated into one of the commercial buildings, and 18 single-family residential lots. The R-15 property will provide another 24 single-family lots, while preserving 11 acres of natural open space and buffers. A natural surface walking trail may be constructed within the wetland buffer to provide a nature trail system for the project and the community. All single-family lots will be integrated into a single gated neighborhood providing high-end executive living. The single-family lots will have a minimum size of 15,000 square feet.

The commercial buildings will house a diversity of business operations that are anticipated to create at least 300 jobs. Building 1 has approximately 3,000 square foot floor plate with the potential for a second or third floor and a drive-thru. Building 2 is a minimum 19,000 square feet per floor, with two floors of commercial space, 24 residential living units above the commercial space. Building 3 is approximately 20,000 square feet with tuck under parking on the north side. Building 4 (areas A & B) is approximately 31,000 square feet per floor, if constructed as a single building, with the opportunity of loading bays for potential distribution center users. The applicants envision an artisan market that would occur on weekends during late spring through early fall.

Several new private internal roads will be constructed to serve the newly created lots. A half-width road of NW Camas Meadows Drive will be extended from the existing cul-de-sac to the eastern property line of the PP&L easement along the southern site boundary.

All lots will be connected to municipal water and sewer systems. Storm water runoff from the new impervious surface will be collected and routed to a regional storm water facility where it will be treated and released or infiltrated where possible in accordance with City standards.

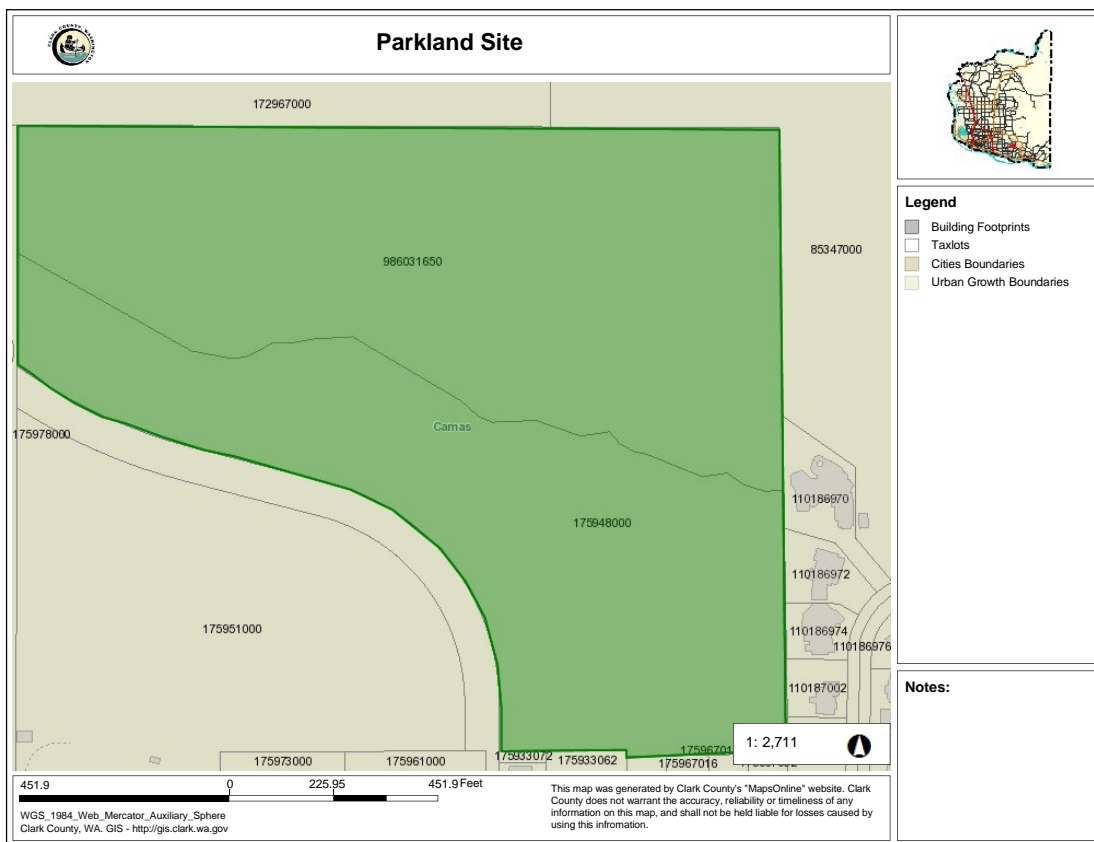
The subdivision will be developed in multiple independent phases as noted on the Site Plan.

LEGAL DESCRIPTION

The project site is located just east of Camas Meadows Golf Course Club House and just north of Camas Meadows Drive, in Camas, Washington 98607, in the SE & SW ¼ of Sec. 28, T2N, R3E, W.M. The site is comprised of two (2) parent parcels plus the existing 74 foot wide public City ROW for Camas Meadows Drive. The abbreviated legal description for the two parcels is:

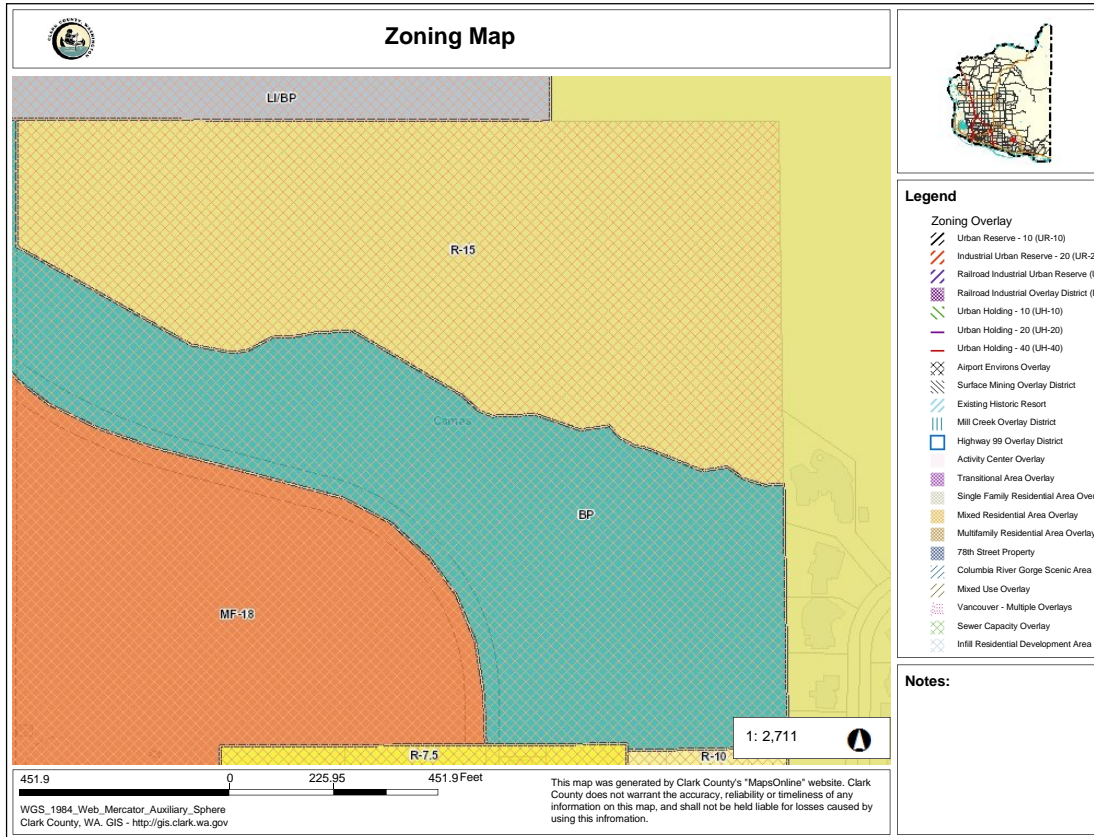
Parcel 175948-000
#21 SEC 28 T2NR3EWM 15.72A

Parcel 986031-650
#68 SEC 28 T2NR3EWM 20.97A



EXISTING LAND USES & ON-SITE STRUCTURES

Neither of the two parcels have any existing structures. Tax parcel 986031-650 is zoned single-family 15,000 square foot lots (R-15). Tax parcel 175948-000 is zoned Business Park (BP).



SITE MAP SHOWING EXISTING CONDITIONS

The subject site has both topography and wetland areas that will be incorporated into the development. The BP parcel has slopes that fall 30 feet across the property with the highest point along Camas Meadows Drive extension (south property line). The slopes are not steep enough to be considered "Critical". Nevertheless, developing commercial buildings within varying grades is financially infeasible. There is a flat 3.5 acre area in the southeast portion of the site. However this area abuts an existing residential neighborhood that could require a substantial setback to mitigate the introduction of a higher intensity use. This would likely further reduce the buildable area to less than three (3.0) acres and result in only one commercial building with no more than a 30,000 square foot floor plate. This is substantially less than the proposed plan. By approving the proposed mixed-use master plan, the new single family lots within the BP area create a transition between the new development and the existing neighborhood as well as produce the financial resources to develop the rest of the BP area into commercial buildings, thereby maximizing the job creation opportunities. At least 90,000 square feet of building space is intended under the proposed master plan.

The 20.9-acre R1-15 single-family site has an 11-acre wetland (including 50 foot buffer). A wetland determination and mitigation study has been completed by ELS for the wetland and buffers as shown on the plan. The applicant is proposing to enhance the wetland and buffer areas. Due to the level of enhancement proposed, the required buffer between the proposed development areas and the wetland itself will be 50 feet.

With more than half the parcel impacted by the wetland, the only feasible option to develop the parcel is either integrate the site with the BP parcel or develop as a smaller lot Planned Residential Development (PRD); as a PRD, the site could be developed with over 60 housing units. The applicant has chosen to proceed with maintaining large executive lots and integrate the wetland as a centerpiece into the master plan community as well as a backdrop to the business park. Without the wetland, the site could be developed with approximately 45 lots, after accounting for roads and infrastructure. The proposed master plan has 42 large executive lots.

The Existing Conditions Survey is presented on pages 13-14.

Planning Solutions completed a tree survey of both parcels identifying all trees outside of the wetland. The site has historically been a part of an archery club, where sportsmen and hunters could hone in their bow skills. The trees have always been managed (i.e. cut, thinned, etc.) by the archery club. Development of the site will require extensive grading and the placement of roads and structures that will require removal of trees within the development area. Tree replanting will occur along streetscapes, parking lots, landscaping, wetland, wetland buffer, and open space. The following map depicts the trees currently onsite and those that will be removed to accommodate the planned structures.

The Tree Survey Maps are contained on pages 15-17.

EXISTING CONDITIONS SURVEY

OF
THE PARKLANDS AT CAMAS MEADOWS
TAX LOTS 21 & 68
IN THE SW 1/4 OF SECTION 28,
T. 2 N., R. 3 E., W.M.
CITY OF CAMAS
CLARK COUNTY, WA

JOB NO.: 15-185
DATA COLLECT: 06-08-15 THROUGH 07-06-15
DRAWING DATE: 12-10-15
SHEET 1 OF 2

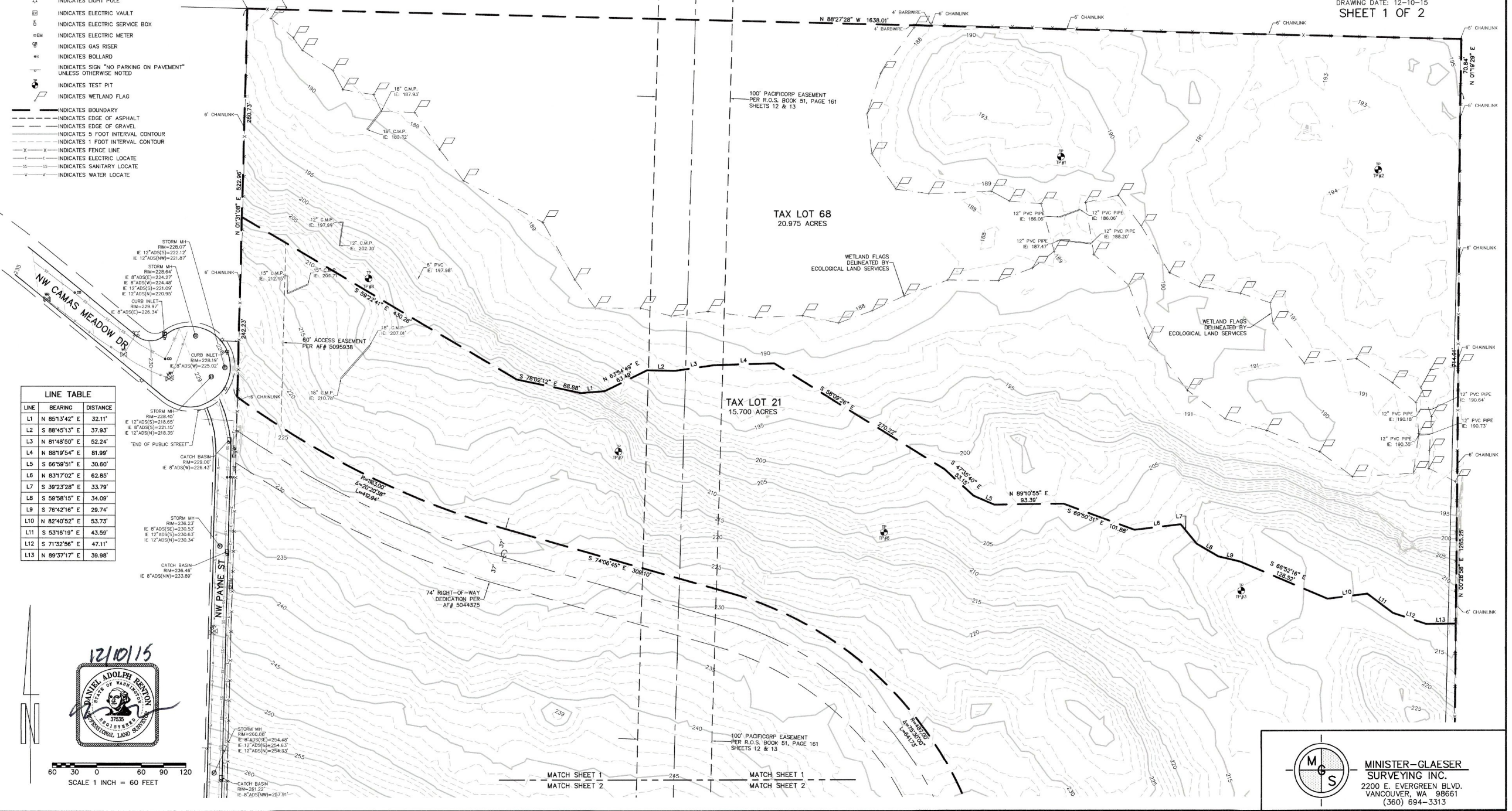
- LEGEND:**
- INDICATES WATER VALVE
 - INDICATES FIRE HYDRANT
 - INDICATES WATER METER
 - INDICATES CONTROL VALVE
 - INDICATES WATER STAND PIPE
 - INDICATES TELEPHONE PEDESTAL
 - INDICATES STORM SEWER MANHOLE
 - INDICATES CURB INLET
 - INDICATES COMBINATION CURB INLET
 - INDICATES CATCH BASIN
 - INDICATES SANITARY CLEANOUT
 - INDICATES POWER POLE WITH DIRECTION OF OVERHEAD LINES
 - INDICATES LIGHT POLE
 - INDICATES ELECTRIC VAULT
 - INDICATES ELECTRIC SERVICE BOX
 - INDICATES ELECTRIC METER
 - INDICATES GAS RISER
 - INDICATES BOLLARD
 - INDICATES SIGN "NO PARKING ON PAVEMENT" UNLESS OTHERWISE NOTED
 - INDICATES TEST PIT
 - INDICATES WETLAND FLAG
 - INDICATES BOUNDARY
 - INDICATES EDGE OF ASPHALT
 - INDICATES EDGE OF GRAVEL
 - INDICATES 5 FOOT INTERVAL CONTOUR
 - INDICATES 1 FOOT INTERVAL CONTOUR
 - INDICATES FENCE LINE
 - INDICATES ELECTRIC LOCATE
 - INDICATES SANITARY LOCATE
 - INDICATES WATER LOCATE

HORIZONTAL DATUM:
NAD83(2011)(EPOCH:2010.0000), WASHINGTON STATE PLANE COORDINATE SYSTEM
SOUTH ZONE, U.S. SURVEY FEET

VERTICAL DATUM:
ELEVATIONS WERE ESTABLISHED USING A TRIMBLE R10 RECEIVER OPERATING IN A REAL TIME KINEMATIC MODE (RTK), RECEIVING CORRECTIONS FROM THE WASHINGTON STATE REFERENCE NETWORK (WSRN).
ELEVATION = NAVD 88 DATUM, GEOID21AUS.

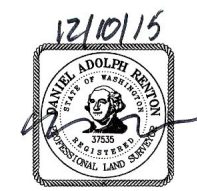
NOTES:
A UTILITY LOCATE WAS CALLED FOR ON 12-09-14 UNDER TICKET NUMBERS 14346094 (LARKSPUR ST.) AND 14346097 (NW PAYNE ST & CAMAS MEADOW DRIVE). THE UNDERGROUND UTILITIES AS SHOWN HEREON ARE AS MARKED AT THE TIME OF THIS SURVEY. UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY. UNDERGROUND CONNECTIONS ARE SHOWN AS STRAIGHT LINES BETWEEN SURFACE LOCATIONS BUT MAY CONTAIN BENDS OR CURVES NOT SHOWN. SOME UNDERGROUND LOCATIONS HEREON MAY HAVE BEEN TAKEN FROM PUBLIC RECORDS. M.G.S. ASSUMES NO LIABILITY FOR THE ACCURACY OF PUBLIC RECORDS.

PER FEMA FIRM PANEL 5301C0414D A PORTION OF THIS SITE IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA. THE BASE FLOOD ELEVATION MAY BE SUBJECT TO CHANGE PER HYDROLOGICAL STUDY TO BE PERFORMED BY OTHERS.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 85°13'42\"	E 32.11'
L2	S 88°45'13\"	E 37.93'
L3	N 81°48'50\"	E 52.24'
L4	N 88°19'54\"	E 81.99'
L5	S 66°59'51\"	E 30.60'
L6	N 83°17'02\"	E 62.85'
L7	S 39°23'28\"	E 33.79'
L8	S 59°58'15\"	E 34.09'
L9	S 75°42'16\"	E 29.74'
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L11	S 53°16'19\"	E 43.59'
L12	S 71°32'56\"	E 47.11'
L13	N 89°37'17\"	E 39.98'



SCALE 1 INCH = 60 FEET

MINISTER-GLAESER SURVEYING INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

EXISTING CONDITIONS SURVEY

OF
THE PARKLANDS AT CAMAS MEADOWS
TAX LOTS 21 & 68
IN THE SW 1/4 OF SECTION 28,
T. 2 N., R. 3 E., W.M.
CITY OF CAMAS
CLARK COUNTY, WA

JOB NO.: 15-185
DATA COLLECT: 06-08-15 THROUGH 07-06-15
DRAWING DATE: 12-10-15
SHEET 2 OF 2

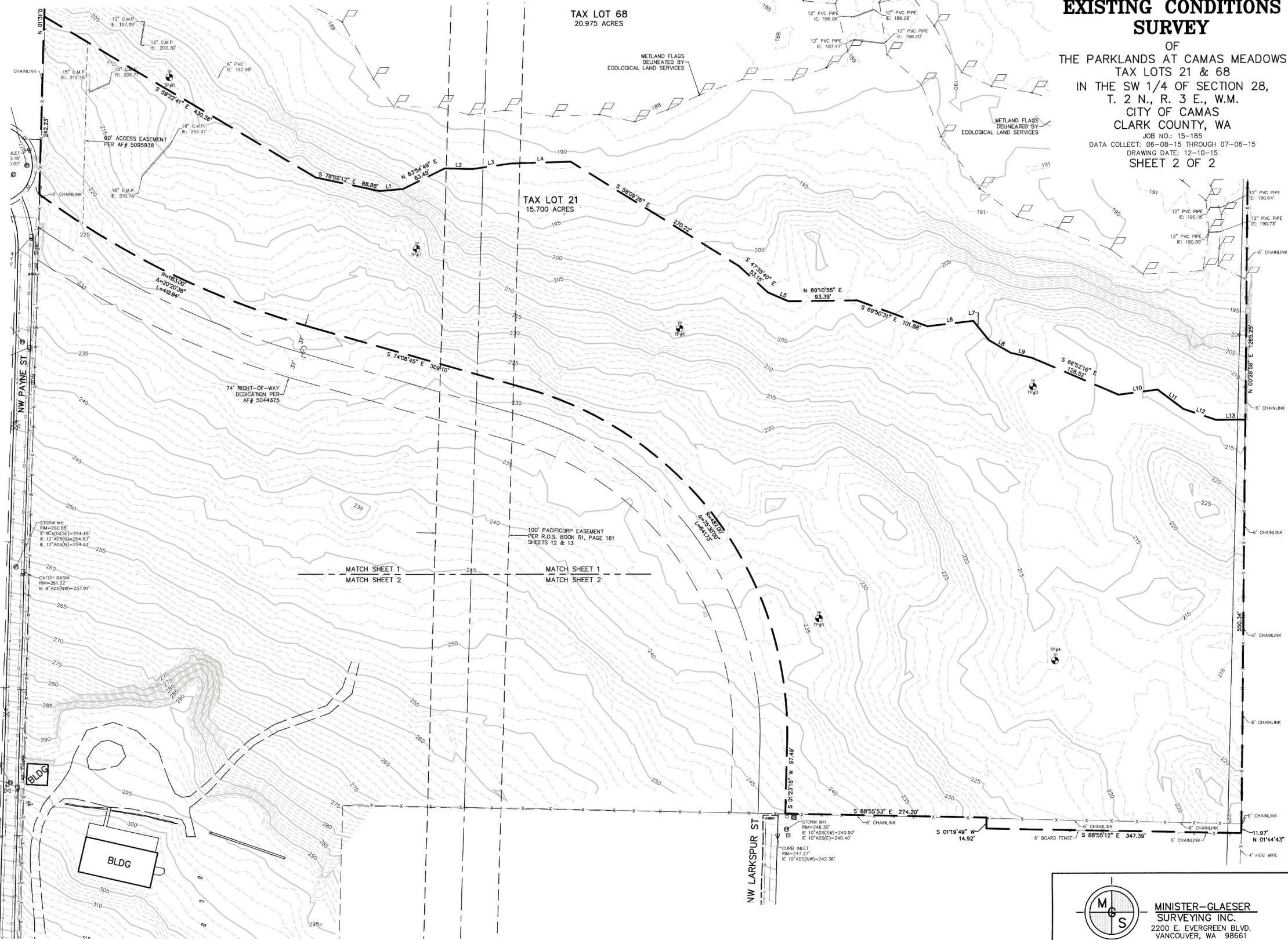
TAX LOT 68
20.975 ACRES

TAX LOT 21
15,700 ACRES

LEGEND:

- INDICATES WATER VALVE
- INDICATES FIRE HYDRANT
- INDICATES WATER METER
- INDICATES CONTROL VALVE
- INDICATES WATER STAND PIPE
- INDICATES TELEPHONE PEDESTAL
- INDICATES STORM SEWER MANHOLE
- INDICATES CURB INLET
- INDICATES COMBINATION CURB INLET
- INDICATES CATCH BASIN
- INDICATES SANITARY CLEANOUT
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- INDICATES ELECTRIC SERVICE BOX
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12/10/15

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SCALE 1 INCH = 60 FEET

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VANCOUVER, WA 98661
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DRAWING FILE: 151851.DWG DRAWN BY: CSA PROJECT NO.: CSA

EXISTING CONDITIONS SURVEY

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THE PARKLANDS AT CAMAS MEADOWS
TAX LOTS 21 & 68
IN THE SW 1/4 OF SECTION 28,
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CITY OF CAMAS
CLARK COUNTY, WA

JOB NO.: 15-185
DATA COLLECT: 06-08-15 THROUGH 07-06-15
DRAWING DATE: 12-10-15
SHEET 1 OF 2

LEGEND:

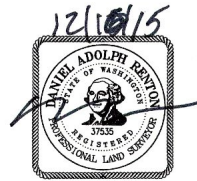
- INDICATES WATER VALVE
- INDICATES FIRE HYDRANT
- INDICATES WATER METER
- INDICATES CONTROL VALVE
- INDICATES WATER STAND PIPE
- INDICATES TELEPHONE PEDESTAL
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- INDICATES ELECTRIC SERVICE BOX
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- INDICATES GAS RISER
- INDICATES BOLLARD
- INDICATES SIGN NO PARKING ON PAVEMENT UNLESS OTHERWISE NOTED
- INDICATES EVERGREEN TREE WITH TRUNK DIAMETER AND TYPE
- INDICATES DECIDUOUS TREE WITH TRUNK DIAMETER AND TYPE
- INDICATES TEST PIT
- INDICATES WETLAND FLAG
- INDICATES BOUNDARY
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HORIZONTAL DATUM:
NAD83(2011)(EPOCH: 2010.0000), WASHINGTON STATE PLANE COORDINATE SYSTEM
SOUTH ZONE, U.S. SURVEY FEET

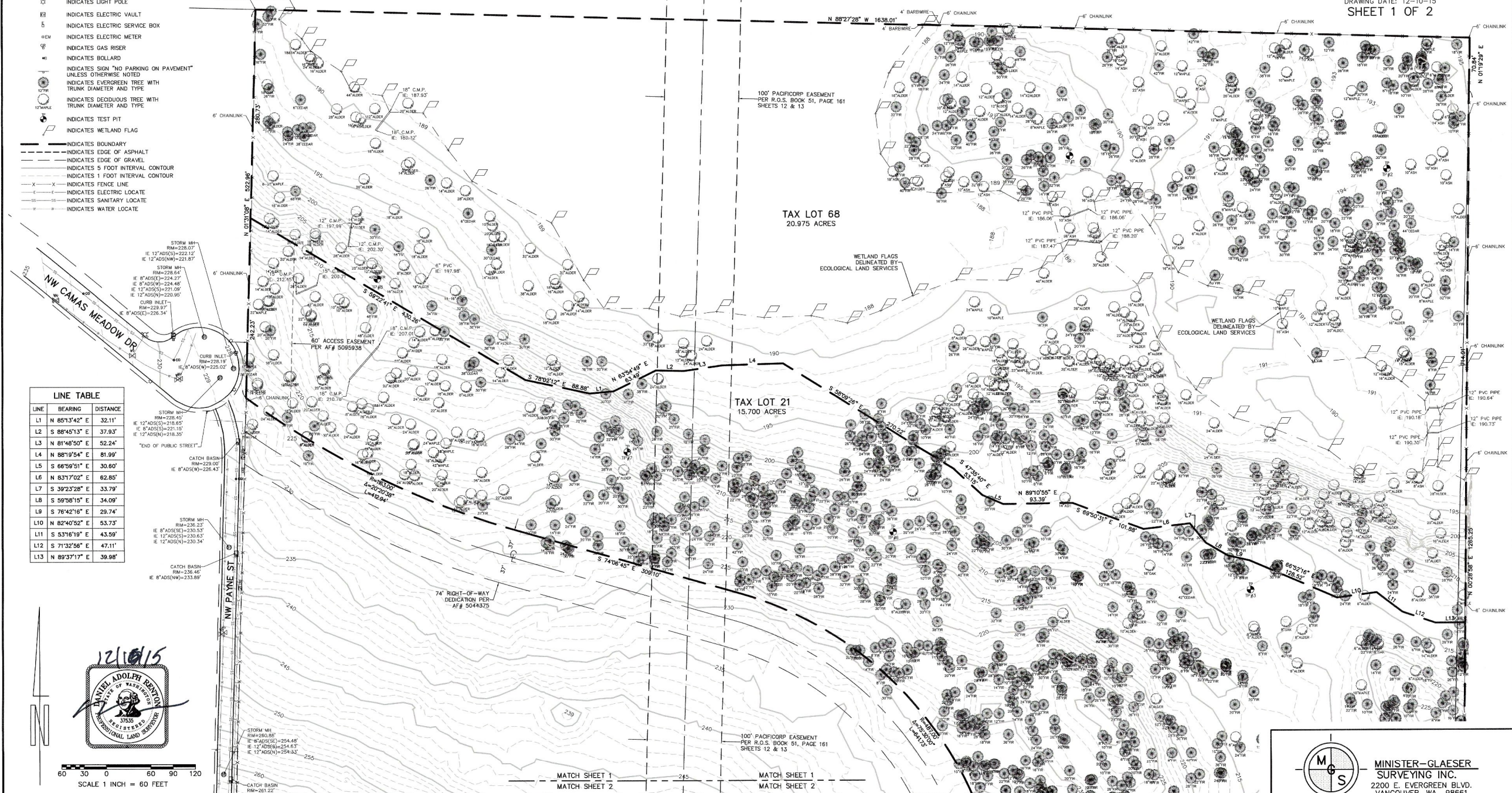
VERTICAL DATUM:
ELEVATIONS WERE ESTABLISHED USING A TRIMBLE R10 RECEIVER OPERATING IN A REAL TIME KINEMATIC MODE (RTK), RECEIVING CORRECTIONS FROM THE WASHINGTON STATE REFERENCE NETWORK (WSRN).
ELEVATION = NAVD 88 DATUM, GEOID2015.

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SCALE 1 INCH = 60 FEET



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(360) 694-3313

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EXISTING CONDITIONS SURVEY

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 CITY OF CAMAS
 CLARK COUNTY, WA
 JOB NO.: 15-185
 DATA COLLECT: 06-08-15 THROUGH 07-06-15
 DRAWING DATE: 12-10-15
 SHEET 2 OF 2

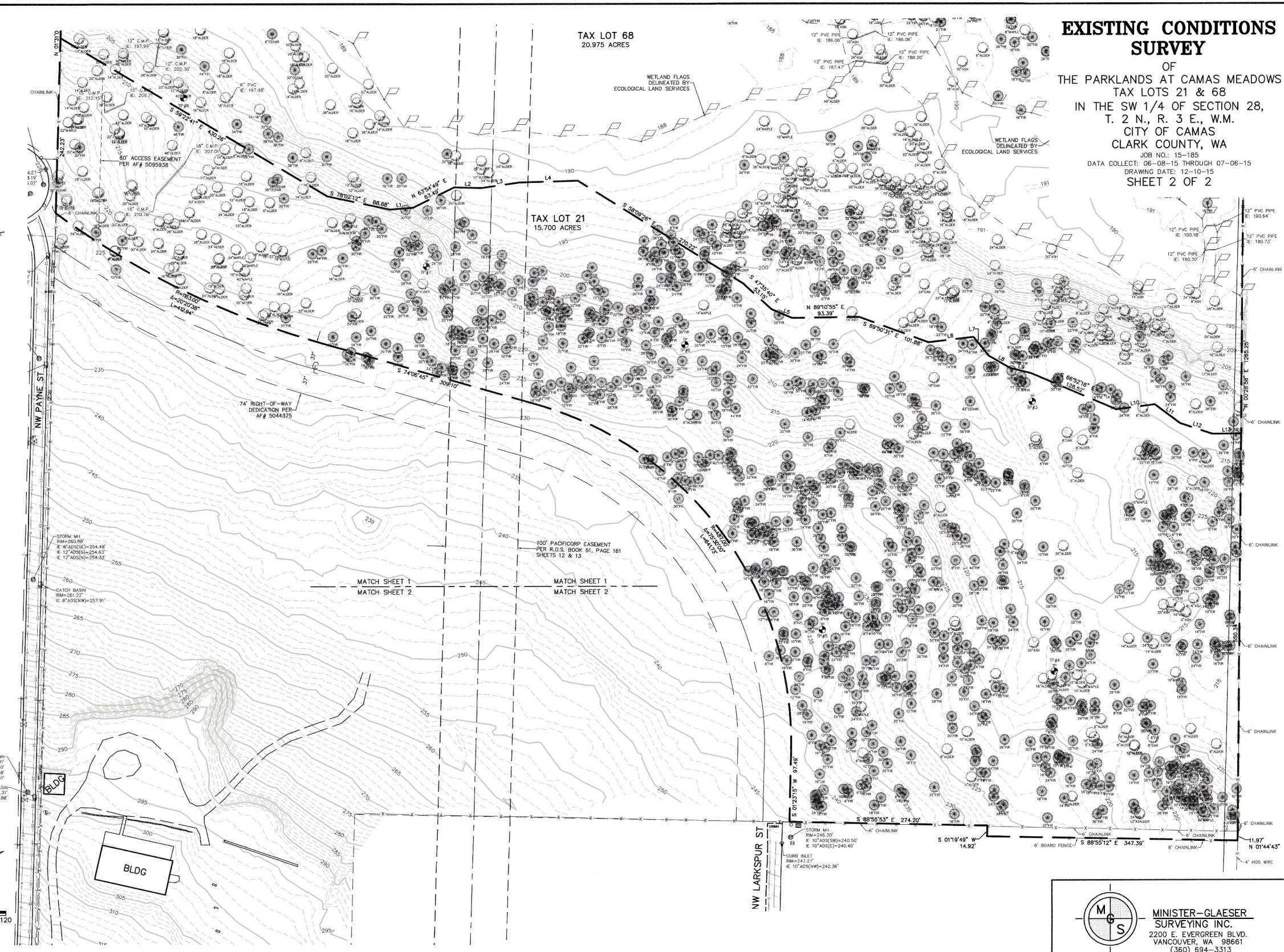
- LEGEND:**
- ⊗ INDICATES WATER VALVE
 - ⊕ INDICATES FIRE HYDRANT
 - ⊙ INDICATES WATER METER
 - ⊕ INDICATES CONTROL VALVE
 - INDICATES WATER STAND PIPE
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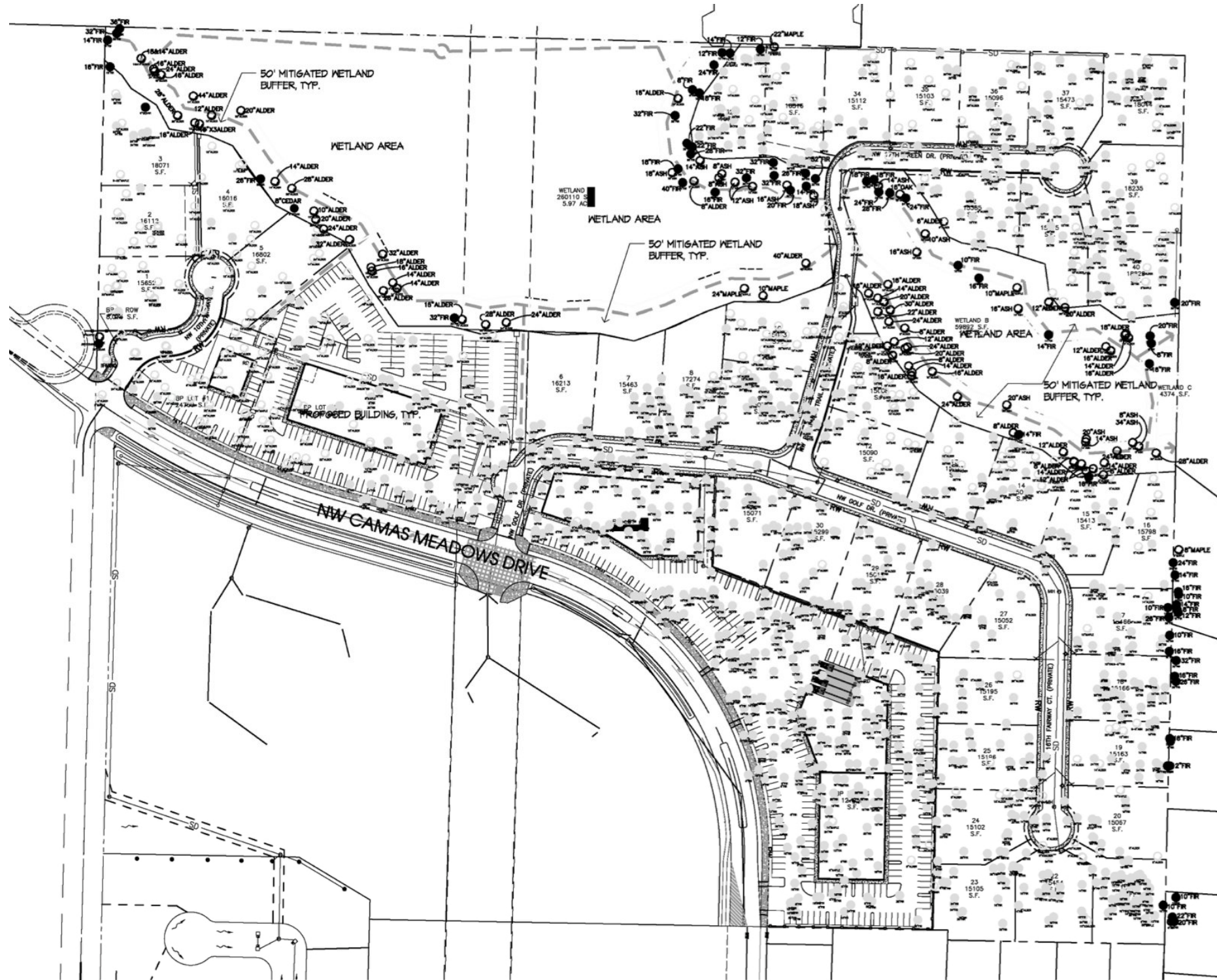
12/10/15

SCALE 1 INCH = 60 FEET



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 2200 E. EVERGREEN BLVD.
 VANCOUVER, WA 98661
 (360) 684-3313

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SYMBOL LEGEND	
SYMBOL	DESCRIPTION
● ○	EXISTING TREE TO BE RETAINED
○ ○	EXISTING TREE TO BE REMOVED, REFER TO TREE SURVEY FOR SPECIES AND SIZES.

TREE LOCATIONS AND SIZES HAVE BEEN OBTAINED FROM AN EXISTING CONDITIONS SURVEY PROVIDED BY M&G SURVEYING.
 SURVEYOR TO LOCATE TREES ALONG PROPERTY LINE. NO TREE WITH ANY PORTION OF THE TREE TRUNK ON NEIGHBORING PROPERTY OR OFF-SITE SHALL BE CUT DOWN WITHOUT CONSENT OF CO-TENANT NEIGHBOR.
 ALL TREES WITHIN WETLAND AREAS (NOT SHOWN) SHALL BE RETAINED.

TREE PROTECTION STANDARDS

- WHERE NOTED BELOW THE CRITICAL ROOT ZONE SHALL BE DEFINED AS A RADIUS AROUND EACH TREE EQUAL TO ONE FOOT OF RADIUS PER 1 INCH OF TREE DBH (DIA. AT BREST HEIGHT).
- A. PLACING MATERIALS NEAR TREES. NO PERSON MAY CONDUCT ANY ACTIVITY WITHIN THE PROTECTED AREA OF ANY TREE DESIGNATED TO REMAIN, INCLUDING, BUT NOT LIMITED TO, PARKING EQUIPMENT, PLACING SOLVENTS, STORING BUILDING MATERIAL AND SOIL DEPOSITS, DUMPING CONCRETE WASHOUT AND LOCATING BURN HOLES.
 - B. ATTACHMENT TO TREES. DURING CONSTRUCTION, NO PERSON SHALL ATTACH ANY OBJECT TO ANY TREE DESIGNATED FOR PROTECTION.
 - C. PROTECTIVE BARRIER. BEFORE DEVELOPMENT, LAND CLEARING, FILLING OR ANY LAND ALTERATION, THE APPLICANT:
 1. SHALL ERECT AND MAINTAIN READILY VISIBLE PROTECTIVE TREE FENCING ALONG THE OUTER EDGE AND COMPLETELY SURROUNDING THE PROTECTED AREA OF ALL PROTECTED TREES OR GROUPS OF TREES. FENCES SHALL BE CONSTRUCTED OF CHAIN LINK OR OTHER APPROVED MATERIAL AND AT LEAST FOUR FEET HIGH, UNLESS OTHER TYPE OF FENCING IS AUTHORIZED BY THE CITY OF CAMAS.
 2. MAY BE REQUIRED TO COVER, WITH MULCH TO A DEPTH OF AT LEAST SIX (6) INCHES OR WITH PLYWOOD OR SIMILAR MATERIAL, THE AREAS ADJOINING THE CRITICAL ROOT ZONE OF A TREE IN ORDER TO PROTECT ROOTS FROM DAMAGE CAUSED BY HEAVY EQUIPMENT.
 3. SHALL PROHIBIT EXCAVATION OR COMPACTION OF EARTH OR OTHER POTENTIALLY DAMAGING ACTIVITIES WITHIN THE BARRIERS.
 4. MAY BE REQUIRED TO MINIMIZE ROOT DAMAGE BY EXCAVATING A TWO (2) FOOT DEEP TRENCH TO CLEANLY SEVER THE ROOTS OF TREES TO BE RETAINED.
 5. SHALL MAINTAIN THE PROTECTIVE BARRIERS IN PLACE UNTIL THE CITY OF CAMAS AUTHORIZES THEIR REMOVAL OR A FINAL CERTIFICATE OF OCCUPANCY IS ISSUED, WHICHEVER OCCURS FIRST.
 6. SHALL ENSURE THAT ANY LANDSCAPING DONE IN THE PROTECTED ZONE SUBJECT TO THE REMOVAL OF THE BARRIERS SHALL BE ACCOMPLISHED WITH LIGHT MACHINERY OR HAND LABOR.
 - D. GRADE
 1. THE GRADE SHALL NOT BE ELEVATED OR REDUCED WITHIN THE CRITICAL ROOT ZONE OF TREES TO BE PRESERVED WITHOUT THE CITY OF CAMAS' AUTHORIZATION. COVERAGE OF UP TO ONE HALF OF THE AREA OF THE TREE'S CRITICAL ROOT ZONE WITH LIGHT SOILS (NO CLAY) TO THE MINIMUM DEPTH NECESSARY TO CARRY OUT GRADING OR OR LANDSCAPE PLANS, IF IT WILL NOT IMPERIL THE SURVIVAL OF THE TREE MAY BE ALLOWED. AERATION DEVICES MAY BE REQUIRED TO ENSURE THE TREE'S SURVIVAL.
 2. IF THE GRADE ADJACENT TO A PRESERVED TREE IS RAISED SUCH THAT IT COULD SLOUGH OR ERODE INTO THE TREE'S CRITICAL ROOT ZONE, IT SHALL BE PERMANENTLY STABILIZED TO PREVENT SUFFOCATION OF THE ROOTS.
 3. THE APPLICANT SHALL NOT INSTALL AN IMPERVIOUS SURFACE WITHIN THE CRITICAL ROOT ZONE OF ANY TREE TO BE RETAINED.
 4. TO THE GREATEST EXTENT PRACTICAL, UTILITY TRENCHES SHALL BE LOCATED OUTSIDE OF THE CRITICAL ROOT ZONE OF TREES TO BE RETAINED.
 5. TREES AND OTHER VEGETATION TO BE RETAINED SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. CLEARING OPERATIONS SHALL BE CONDUCTED SO AS TO EXPOSE THE SMALLEST PRACTICAL AREA OF SOIL TO EROSION FOR THE LEAST POSSIBLE TIME. TO CONTROL EROSION, SHRUBS, GROUND COVER AND STUMPS SHALL BE MAINTAINED ON THE INDIVIDUAL LOTS, WHERE FEASIBLE. WHERE NOT FEASIBLE APPROPRIATE EROSION CONTROL PRACTICES SHALL BE IMPLEMENTED.
 - E. DIRECTIONAL FELLING. DIRECTIONAL FELLING OF TREES SHALL BE USED TO AVOID DAMAGE TO TREE DESIGNATED FOR RETENTION.
 - F. AS RESULT OF FURTHER REVIEW, SOME EXISTING TREES MARKED FOR PRESERVATION MAY NEED TO BE REMOVED TO ACCOMMODATE FINAL GRADING PLANS AND STORWATER FACILITIES. IN THE EVENT IT BECOMES NECESSARY TO REMOVE A TREE THAT IS PROPOSED TO BE RETAINED, APPROVAL SHALL BE OBTAINED FROM THE CITY OF CAMAS AND ADDITIONAL MITIGATION TREES MAY BE REQUIRED.

TREE PRESERVATION NARRATIVE

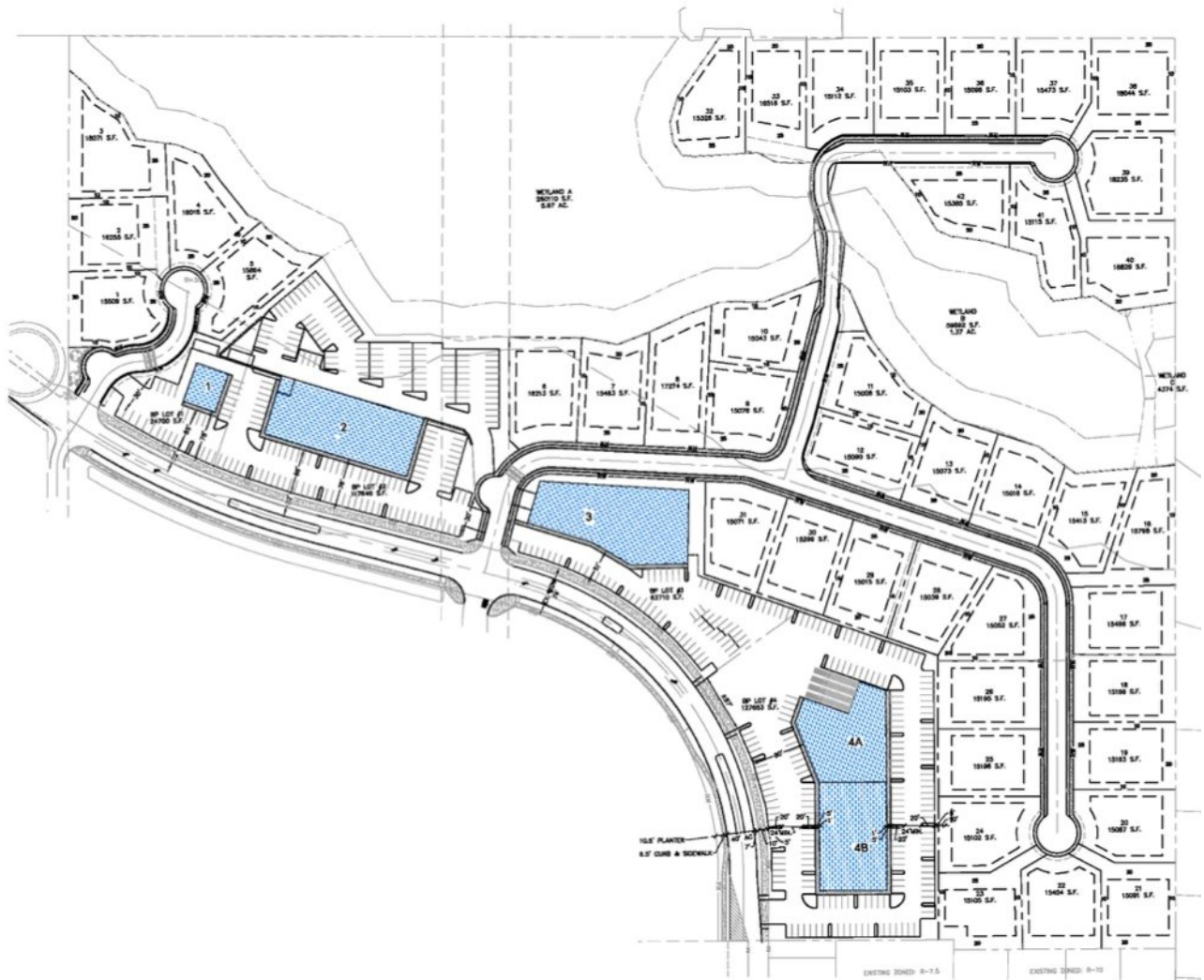
ALL TREES WITHIN THE WETLAND & WETLAND BUFFER AREAS AS WELL AS THE PROJECT PERIMETER ARE PROPOSED TO BE RETAINED.
 TREES ARE PROPOSED TO BE REMOVED CONFLICT WITH STREET IMPROVEMENTS, SITE GRADING, UTILITIES, AND BUILDING ENVELOPES.

PROPOSED LAND USES & STRUCTURES

This master plan proposes 42 large single family lots developed in 3 phases, four industrial/commercial buildings totaling at least 50,400 square feet, a 39,600 square foot commercial building with 24 living units above. The following map depicts the single family area versus mixed-use business park.



The following map depicts approximate locations (or building envelopes) for the business park and single family structures. Note: the 24 mixed-use living units are incorporated into Building #2 of the business park.



PROPOSED RESIDENTIAL UNITS & DEVELOPMENT STANDARDS

The master plan community will implement the following development standards that provide for flexibility in creating a high quality design. As noted in earlier sections, the master plan includes 42 executive single-family lots, 24 mixed-use living units on upper stories of Building #2, and at least 90,000 square feet of business space.

Development Standard	Single Family (R1-15)	Single Family (BP)	Non-Single Family (BP)
A. New Lot Dimensions			
Minimum lot size (square feet)	15,000	15,000	8,000
Maximum lot size (square feet)	Note 1	Note 1	Note 1
Minimum lot width (feet)	80	80	80
Minimum lot depth (feet)	90	90	100
Maximum building lot coverage ²	50% 60% with ADU	50% 60% with ADU	50%
Maximum building height (feet)	35	35	100
B. Setbacks			
Minimum front yard (feet)	25	25	15 ⁴
Minimum side yard and corner lot rear yard (feet)	10 5 (ADU or accessory buildings)	10 5 (ADU and accessory buildings)	15 ⁴
Minimum side yard flanking a street (feet)	10	10	10 ⁴
Minimum rear yard (feet)	25 5 (ADU or accessory buildings)	25 5 (ADU or accessory buildings)	50 ³
Minimum lot frontage or access easement on a cul-de-sac or curve (feet)	40 ⁵	40 ⁵	N/A
Minimum flag lot width	20	20	N/A

Note 1: No Limitation.

Note 2: Includes all covered buildings and structures accepting there from accessory dwelling units (ADU's).

Note 3: Maybe reduced to ten feet if a transition element is utilized that includes natural vegetation for screening.

Note 4: Right of way to building face. Parking areas can be setback five feet from property line, per the landscaping plan contained within the approved master plan.

Note 5: Access to two lots or less may be designed and established as an easement rather than a tract.

The following are a list of permitted uses within the MXPDP Employment area. Similar uses are permitted in the zone district at the discretion of the community development director. Unless otherwise listed or permitted as a similar use, a use shall be prohibited or subject to amendment of the Development Agreement.

Uses
Antique shop
Appliance sales and service
Bakery (wholesale)
Bakery (retail)
Banks, savings and loan
Barber and beauty shops
Book store
Bowling alley/billiards
Building, hardware and garden supply store
Cabinet and carpentry shop
Candy; confectionery store
Cart vendors
Clothing store
Coffee shop, cafe or kiosk
Convention center
Day care center
Day care
Delicatessen (deli)
Department store
Electric vehicle battery charging station and rapid charging stations
Equipment rental
Event center
Fitness center/sports club
Funeral home/crematorium
Florist shop
Food delivery business
Furniture store

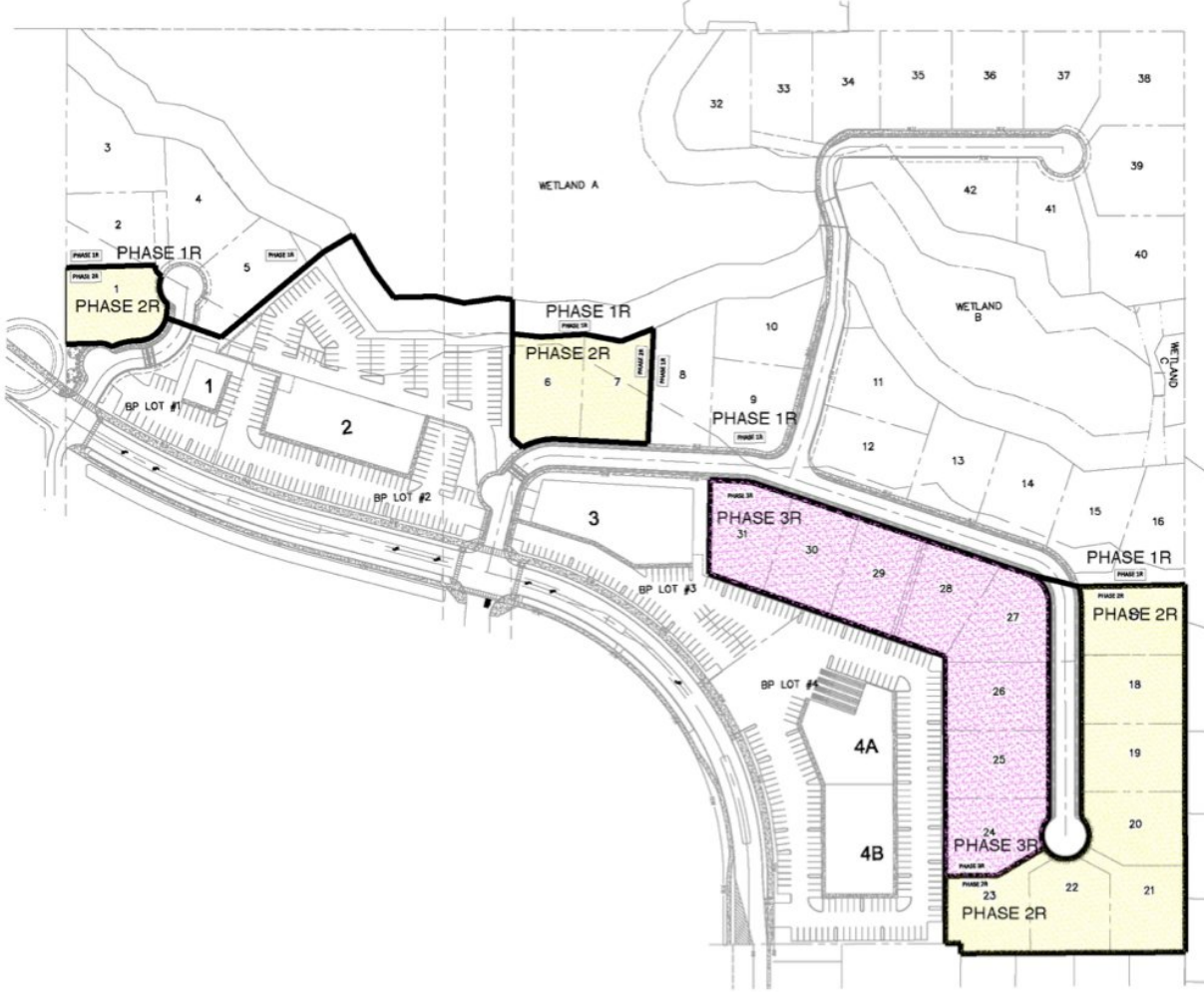
Uses
Grocery, neighborhood, small or large scale
Hospital, emergency care
Hotel, motel
Laundry/dry cleaning (retail)
Laundry (self-serve)
Liquor store
Machine shop
Medical or dental clinics (outpatient)
Nursery, plant
Nursing, rest, convalescent, retirement home, memory care, assisted living
Office supply store
Pawnshop
Parcel freight depots
Pet shops
Pharmacy
Photographic/electronics store
Printing, binding, blue printing
Professional or Business office(s)
Public agency
Recycling collection point
Research facility
Restaurant
Restaurant, fast food
Roadside produce stand
Second-hand/consignment store
Shoe repair and sales
Specialty goods production (e.g. brew pub; does not include marijuana).
Taverns, pubs, bars
Theater, except drive-in
Veterinary clinic
Warehousing, bulk retail

Uses
Manufacturing and/or processing of the following:
Cotton, wool, other fibrous material
Food production or treatment
Foundry
Furniture manufacturing
Metal fabrication and assembly
Signs or other advertising structures (Billboards prohibited)
Electronic equipment
Industrial Uses:
High-tech industry
Manufacturing of miscellaneous goods (e.g. medical, musical instruments, toys, vehicle parts)
Optical goods
Packaging of prepared materials
Scientific and precision instruments
Recreational or Organizational Uses:
Auditorium
Community club
Church
Golf course/driving range
Library
Open space
Park or playground
Sports fields
Trails
Educational Uses:
College/university
Junior or senior high school
Trade, technical or business college
Residential flats, apartments or condos (up to 24 units on third floor and above of Building #2 only; bottom two floors commercial or light industrial employment uses only)
Electrical vehicle infrastructure

Uses
Facilities, minor public
Temporary Uses (as per Camas Municipal Code)

REQUIRED DEVELOPMENT PHASES

Only the single family residential shall be required to build structures in phases. The applicant will have the ability to install roads, utilities, etc. as one complete project, provided a grading plan is submitted in advance to the City. The lots within the existing R-15 area shall be released upon subdivision approval. The ten (10) lots within Phase 2 shall be released upon the business park being graded, platted and ready for a prospective user to submit for site plan review. The final eight (8) lots within Phase 3 shall be released once building permit is acquired on either business park Building 2, 3, 4 (4A), or 5 (4B). The following map delineates each phase of the single-family development:



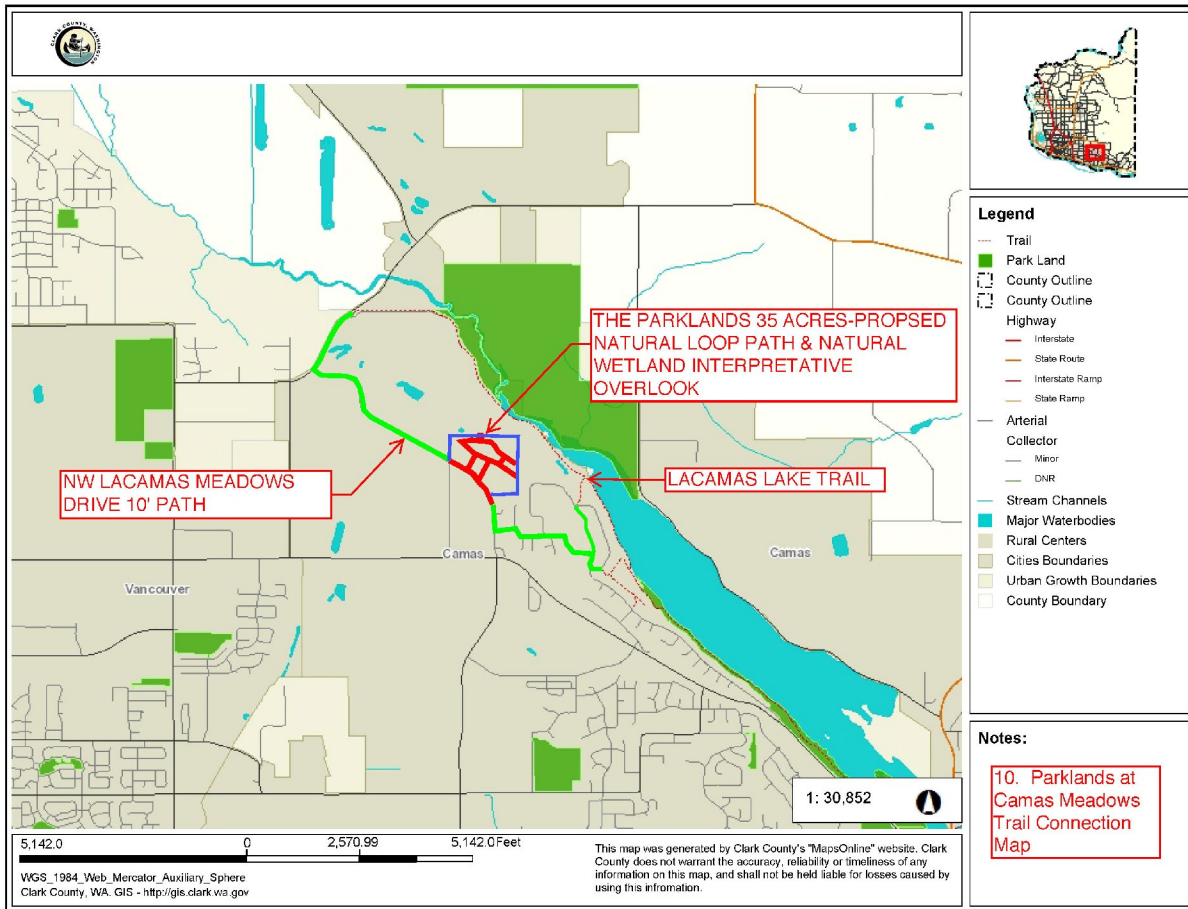
STREETS, TRAILS, COMMON AREAS & PARKING SITE PLAN

The following map delineates the location of all areas to be conveyed, dedicated, or maintained as public vs. private including streets, utilities, parking areas, pedestrian walkways/trails, open space/natural areas, wetlands (including buffer), and landscaping.



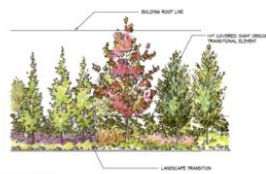
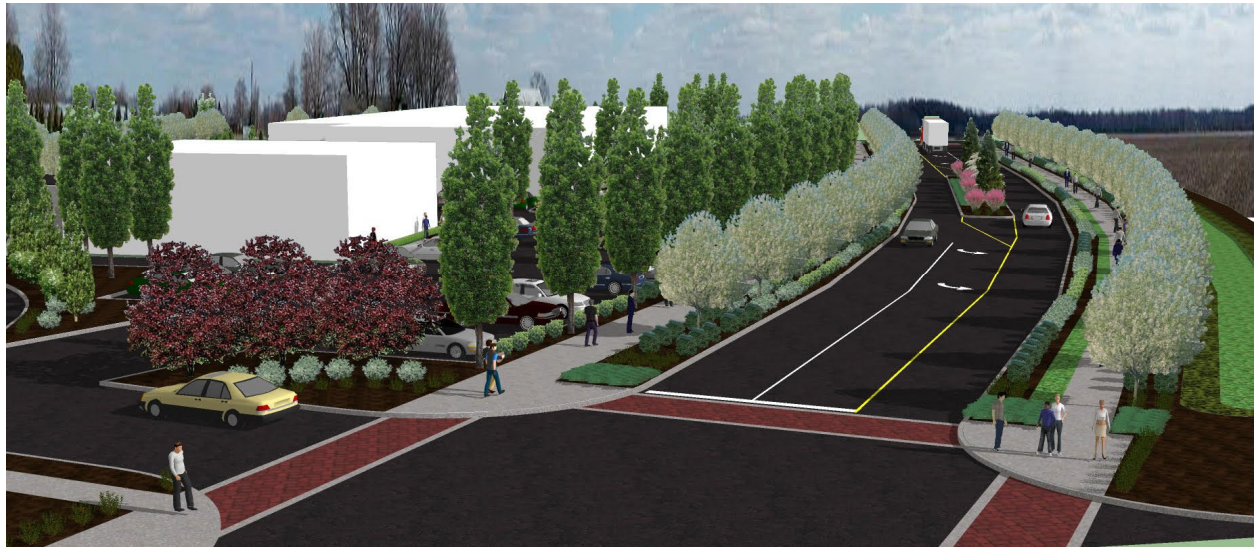
MAP OF OPEN SPACE NETWORK

The following map depicts the connectivity of the open space and 3.5 acre trail network with existing set aside network. The purpose is to show how the master plan community fits within the context of the larger Camas Area.



LANDSCAPING PLAN

The following landscaping plan is drawn to scale and demonstrates compliance with CMC Chapter 18.13. The landscape plan provides a rendering of the proposed streetscape along the extension of Camas Meadows Drive, landscaping to occur along all streets, within designated parking areas, and transition element areas. Also provided is a rendering of the proposed transition element.



ELEVATION A
NOT TO SCALE





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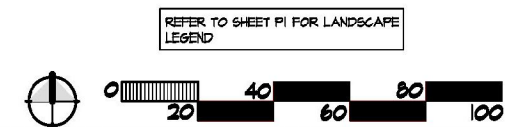
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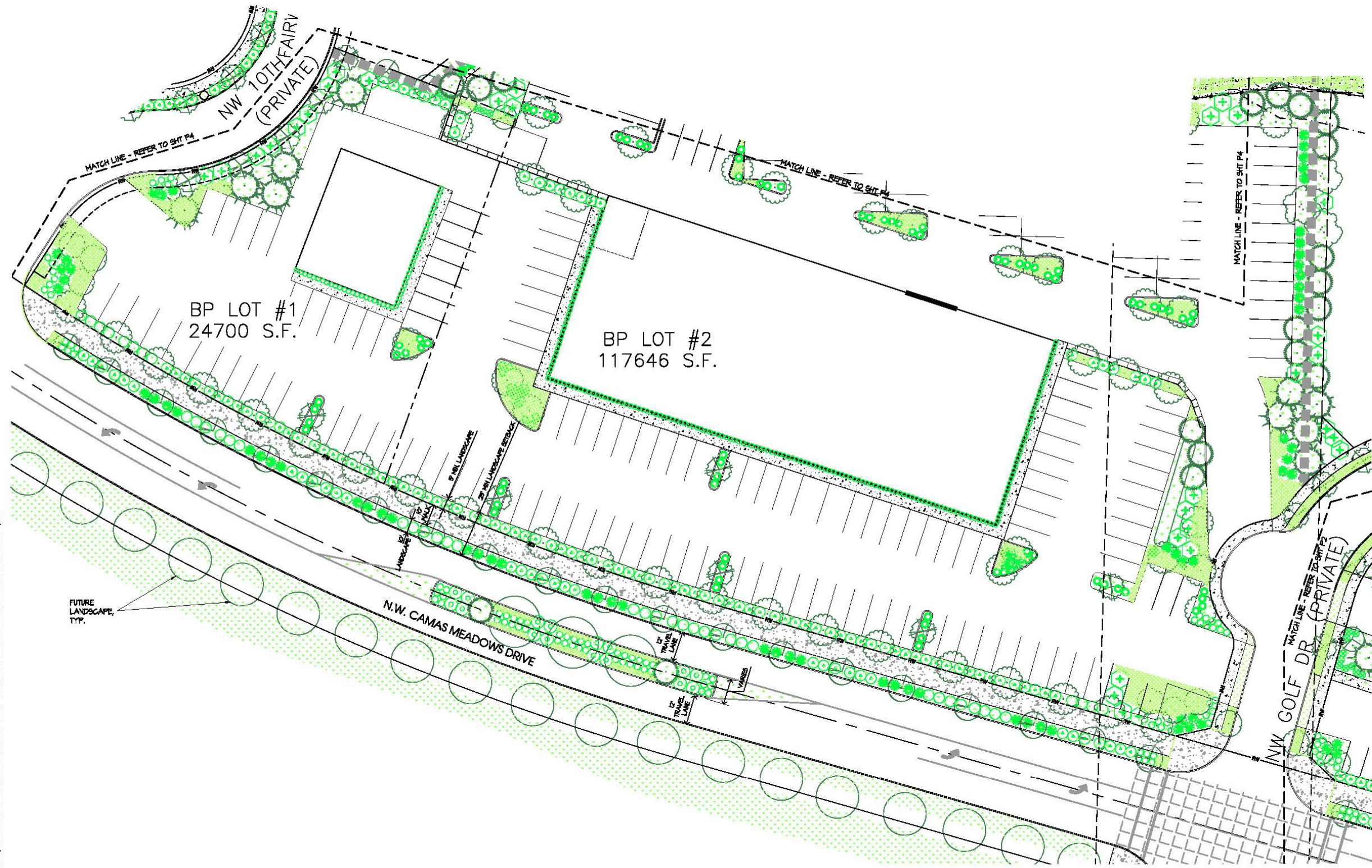
PRELIMINARY
 NOT FOR CONSTRUCTION
 SUBJECT TO APPROVAL
 LANDSCAPE ARCHITECT
 STEPHEN A. BERGMANN
 LICENSE NO. 02713-0102
 EXPIRES ON 02/28/2017

The Archery @ Camas Meadows
 NW Camas Meadows Drive
 Camas, Washington

DRAWN:	HA/CB	CHECKED:	CB
SCALE:	1" = 20'-0"	DATE:	11.20.15
JOB #:	B-1544		
ISSUED FOR:	PLR		
REVISIONS:	<ul style="list-style-type: none"> △ △ △ △ △ 		
SHEET NAME:	LANDSCAPE PLAN		



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P4
 SHEET 4 OF 5



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 LICENSE NO. 021000017
 EXPIRES ON 02/28/2017

The Archery @ Camas Meadows
 NW Camas Meadows Drive
 Camas, Washington

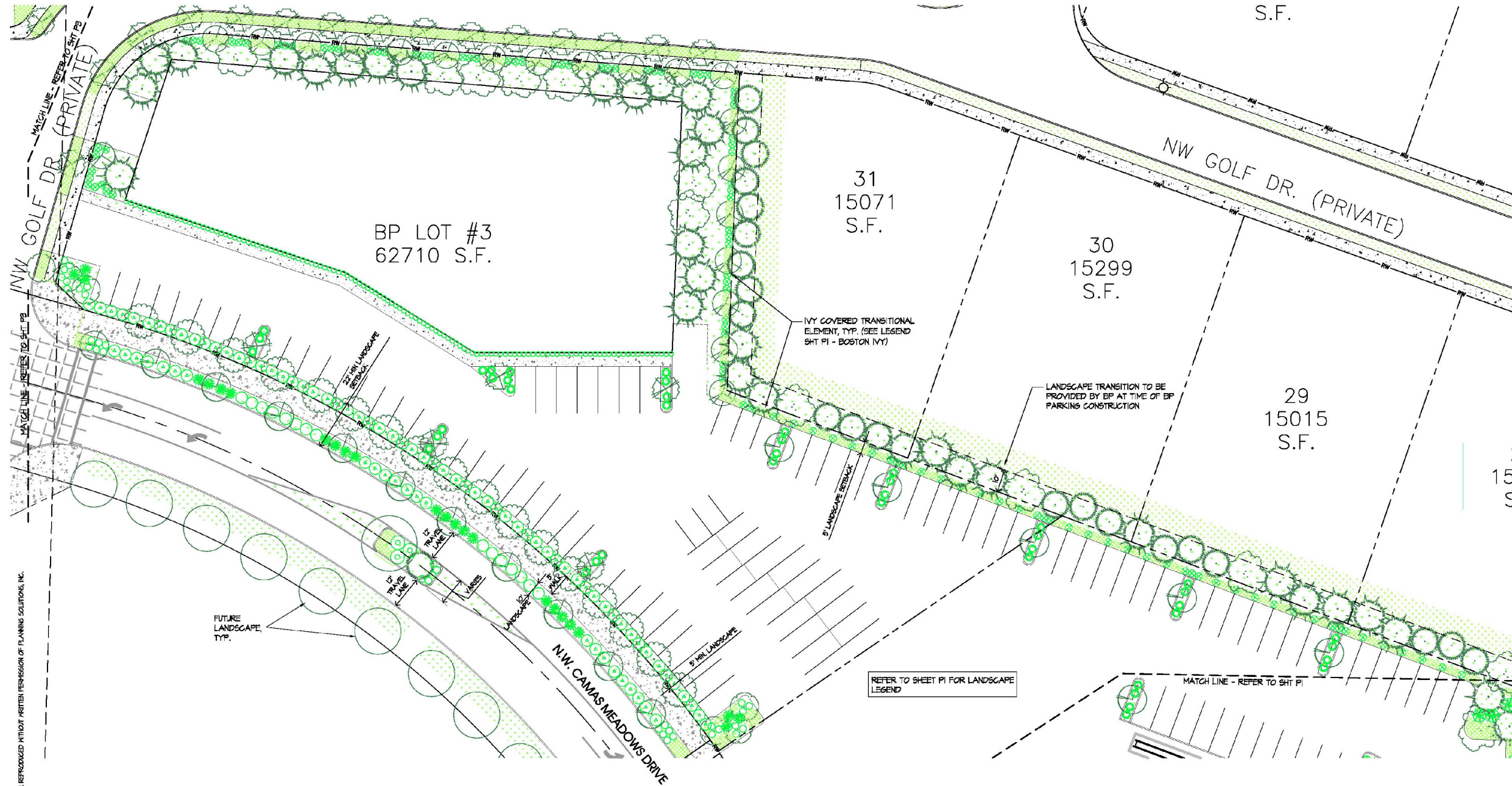
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LANDSCAPE PLAN

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 SHEET 3 OF 5

REFER TO SHEET P1 FOR LANDSCAPE LEGEND





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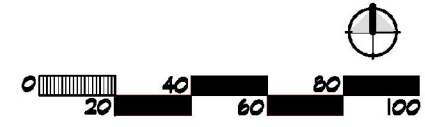
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 NOT FOR CONSTRUCTION
 SUBJECT TO APPROVAL

CHRISTOPHER A. BRUMANN
 LICENSE NO. 0000000000
 EXPIRES ON 02/28/2017

The Archery @ Camas Meadows
 NW Camas Meadows Drive
 Camas, Washington

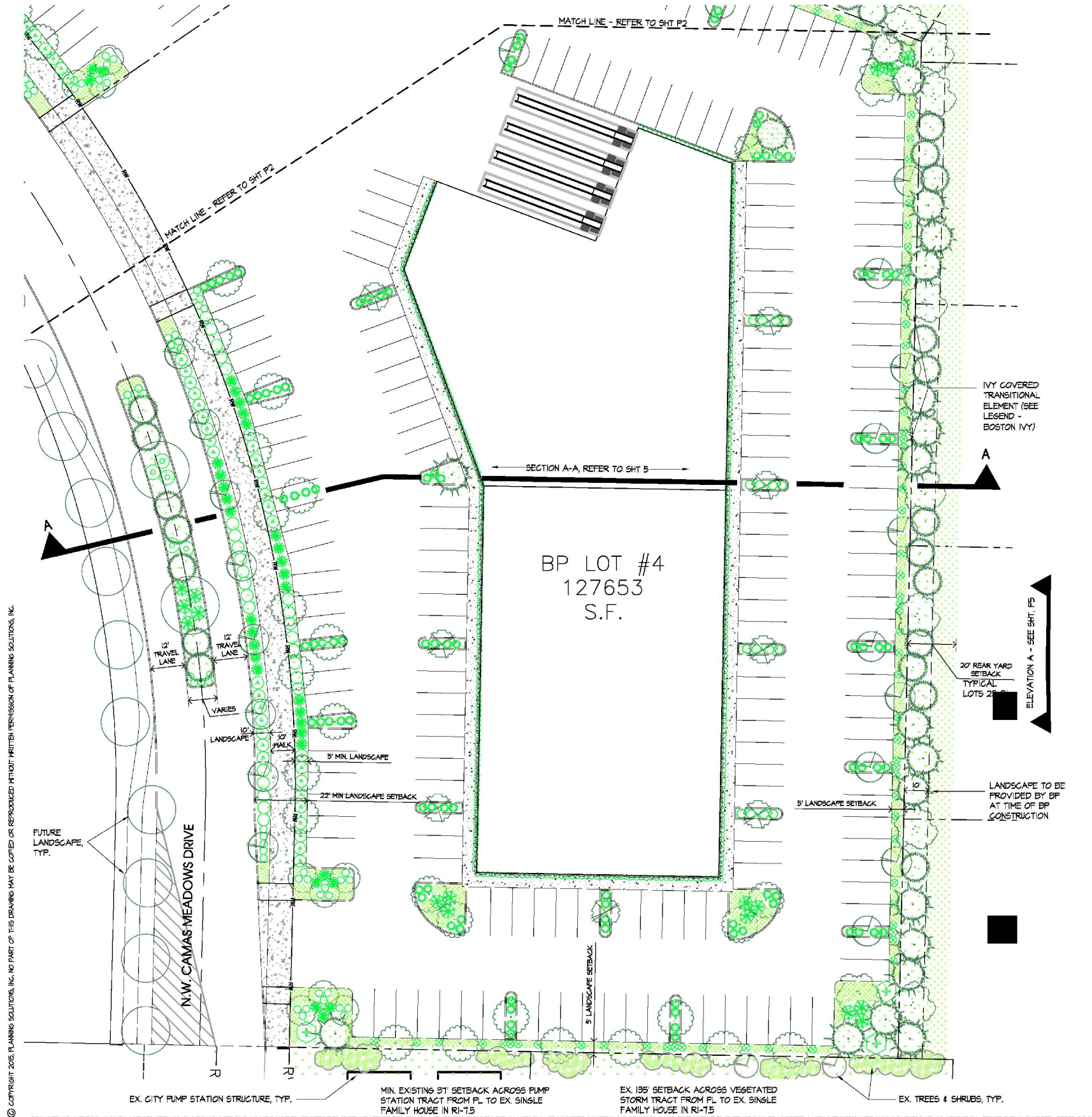
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 SHEET 2 OF 5



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TREE LEGEND				
SYMBOL	BOTANICAL / COMMON NAME	SIZE	QUANTITY	NATIVE
	CORNUS ALTERNIFOLIA 'ARSENTEA' / ARSENTEA DOGWOOD	2' Cal. Mh.	6	✓
	LIRIODENDRON TULIPIFERA FASTIGIATA / TULIP TREE - FASTIGIATE	6' H. Mh.	60	
	CALOCEDRUS DECURRENS / INCENSE CEDAR	6' H. Mh.	16	✓
	QUERCUS ROBUR 'FASTIGIATA' / COLUMNAR ENGLISH OAK	2' Cal. Mh.	47	
	THUJA PLICATA 'HOSAN' / HOSAN WESTERN RED CEDAR	6' H. Mh.	12	✓
	ACER GINNAMMUM / VINE MAPLE	6' H. Mh.	23	✓
	ACER PLATANOIDES 'GRIMSON SENTRY' / GRIMSON SENTRY MAPLE	2' Cal. Mh.	19	
	PYRUS CALLERYANA 'CAPITAL' / CAPITAL PEAR	2' Cal. Mh.	37	
	CORNUS FLORIDA / EASTERN DOGWOOD	2' Cal. Mh.	24	✓

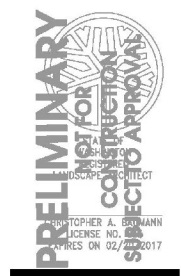
SHRUB & GROUND COVER LEGEND*				
SYMBOL	BOTANICAL / COMMON NAME	SIZE	QUANTITY	
	LEX X MESERVEAE BLUE GIRL / BLUE GIRL MESERVEE HYBRID HOLLY	2 GAL. mh.	84	
	LEX X MESERVEAE BLUE BOY / BLUE BOY MESERVEE HYBRID HOLLY	2 GAL. mh.	213	
	CORNUS ALBA 'BALLHALD' / IVORY HALO DOGWOOD	2 GAL. mh.	140	✓
	CORNUS SERICEA 'KELSEY' / KELSEY'S DWARF RED TIGER DOGWOOD	2 GAL. mh.	161	
	PHYSCOCARPUS CAPITATUS / PACIFIC NINEBARK	2 GAL. mh.	54	✓
	SYMPHORICARPOS ALBUS / NATIVE SNOWBERRY	2 GAL. mh.	23	✓
	RIBES SANGUINEUM / RED FLOWERING CURRANT	2 GAL. mh.	24	✓
	MAHONIA REPENS / CREEPING MAHONIA	1 GAL. mh.	234	✓
	THUJA OCCIDENTALIS 'SHARASD' / EMERALD GREEN ARBORVITAE	5' TALL mh.	116	
	GAULTHERIA SHALLON / SALAL	2 GAL. mh.	16	✓
	ACCENT SHRUB TED	1 GAL. mh.	12" O.C.	
	PARTHENOCISSUS TRICUSPIDATA / BOSTON IVY	1 GAL. mh.	10" O.C.	

GROUND COVER & ORNAMENTAL GRASSES				
	ARGENTOPHYLLUS UVA URSI 'MASS' MASSACHUSETTS KINIKINIK	1 GAL. mh.	30" O.C. max.	✓
	FRASARIA CHLOEENSIS / BEACH STRAWBERRY	1 GAL. mh.	24" O.C. max.	✓

* QUANTITIES NOTED ARE FOR ENTIRE PROJECT. FINAL SPECIES & QUANTITIES TO BE DETERMINED AT FINAL DESIGN.

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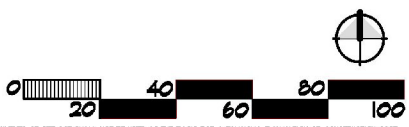
The Archery @ Camas Meadows
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SHEET NAME: LANDSCAPE PLAN	

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SHEET 1 of 5

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COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF PUBLIC HEARING
Development Agreement
Parklands at Camas Meadows

NOTICE IS HEREBY GIVEN that a public hearing will be held on Monday, March 7, 2016, at 7:00 p.m., or soon thereafter in Council Chambers of City Hall, located at 616 NE Fourth Avenue, Camas, Washington, before the City Council.

The purpose of the public hearing is to review a proposed Development Agreement between the Chinook Land Owners Group, LLC, Parklands at Camas Meadows, LLC, and the City of Camas.

Location: The subject property is generally located between the east end of NW Camas Meadows Drive and north of the NW Larsspur Road dead end. Legal: SE and SW $\frac{1}{4}$ of Section 28, Township 2 North, Range 3 East of the Willamette Meridian.

The property is generally located along the north side of NW Camas Meadows Drive approximately 2/10ths of a mile west of the NW Payne Road intersection. Clark County Parcel ID 175948-000 & 986031-650 and adjacent right of way.

City Council will accept public comment in accordance with RCW 36.70B.170 and Camas Municipal Code (CMC) § 18.55.340.

The proposed development agreement includes but is not limited to sections generally pertaining to:

1. The effective date and duration of the agreement;
2. Vesting;
3. Master Plan approval under Camas Municipal Code 18.22;
4. Design and development standards;
5. Streetscapes;
6. Timing of improvements and Phasing.

Public Comment: Any interested party may review the proposed agreement, provide written testimony prior to the close of the hearing or present oral testimony at the hearing and may request information on appeal rights. The Development Agreement being considered will be available for review on the City of Camas website generally three days prior to the meeting at

<http://www.cityofcamas.us/index.php/yourgovernment/minuteagendaideo>

The provisions of Chapter 36.70C RCW shall apply to the appeal of a decision on the development agreement. Further application information may be obtained at City Hall, 616 Northeast Fourth Avenue. Questions related to this proposal may be directed to Phil Bourquin, Community Development Director at (360) 817-1568 or email to: communitydevelopment@cityofcamas.us.

All citizens are entitled to have equal access to the services, benefits and programs of the City of Camas. Please contact the City Clerk at (360) 834-6864 for special accommodations if needed. The City will provide translators for non-English speaking persons who request assistance at least three working days prior to a public meeting or hearing.

March 1, 2016

Carl D Wilson
Margaret G Wilson
6231 NW Klickitat Court
Camas WA 98607
360-210-4737

Re: Public Hearing March 7, 2016: Proposed Development Agreement-Chinook Land Owners Group, LLC, Parklands at Camas Meadows

Dear Camas City Council:

Please accept this letter as public testimony in opposition to the proposed Development Agreement between the Chinook Land Owners Group, LLC, Parklands at Camas Meadows, LLC, and the City of Camas for the following reasons.

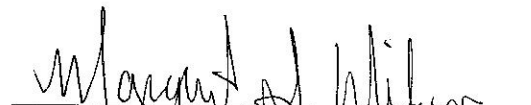
1. Current unsafe conditions that exist on NW Larkspur Street (current half-width)
 - a. With current traffic patterns, NW Larkspur is an unsafe street especially from the intersection of NW Lake Road to NW 60th Ave. With the steep hill, poor line of sight and the narrow roadway it is not uncommon to narrowly escape head-on collisions.
 - b. The increased traffic that will result with the proposed development (“will increase the existing number of PM peak hour trips on the transportation system by 191 trips”), the odds of having a serious accident or a child being struck increase dramatically.
 - i. This is especially troubling if Building 4 is indeed built as a distribution center. The idea of having trucks on NW Larkspur Street in its current condition is unthinkable.
 - c. Remedy
 - i. Complete a full width road revision for NW Larkspur Street from the intersection of NW Lake Road north to the proposed development
 1. City of Camas would stipulate prior to approval of the Developmental Agreement either the City would complete a full width revision of NW Larkspur or require Chinook Land Owners Group, LLC Parklands at Camas Meadows, LLC, to pay for full revision.
2. Potential liability due to water runoff from property south of proposed development
 - a. Pictures were presented to the Planning Commission showing significant accumulation of water on the southeastern portion of the proposed development extending northward for a considerable distance.
 - b. It is not clear what liability exists for the current property owners/Homeowners Association south of the proposed development.
 - c. Remedy
 - i. Provide current home owners/Homeowners Association with release of liability due to run off from their property on to proposed development
 1. The release of liability must remain valid as the development is transferred to the property owners, both commercial and residential.
3. Potential commercialization of all land within the MXPDP Overlay

- a. It is understood that residential lots 24-31 will be developed last with the condition that these residential lots could be developed as additional commercial space.
 - b. Remedy
 - i. These eight lots will remain residential, single family (R1-15), and that none of the single family (R1-15) lots within the MXPDP Overlay can be set aside for commercial use
4. Potential of additional residential units being constructed in all buildings
- a. Building two has been designated to have 24 mixed-use living units on upper stories. The concern is that the other buildings, 1,2, 4A and 4B could be developed with mixed-use living units on their upper stories
 - b. Remedy
 - i. Stipulate that only building #2 would be allowed to incorporate mixed-use living units and none of the other commercial buildings could incorporate similar units both now and in the future.

Thank you for your consideration of these concerns.

Respectfully,


Carl D Wilson


Margaret G Wilson

Jan Coppola

From: Phil Bourquin
Sent: Thursday, January 28, 2016 12:51 PM
To: Gary R Knopp
Cc: Jan Coppola; Steve Wall; Robert Maul; Lauren Hollenbeck; Curleigh (Jim) Carothers
Subject: FW: Parklands Comment

Gary, First, thank you for taking the time to come to the hearing. The concerns you expressed last night were heard and will be considered by City Council in their decision making capacity. I will push your concerns below forward to the developer, applicable City Staff reviewing the proposal and to the decision makers.

Best wishes,

Phil Bourquin
Community Development Director
Ph. 360.817.1562 ext. 4254
Email: pbourquin@cityofcamas.us

Live, Work, Recreate and Educate

-----Original Message-----

From: Community Development Email
Sent: Thursday, January 28, 2016 12:09 PM
To: Phil Bourquin
Subject: FW: Parklands Comment

-----Original Message-----

From: Gary R Knopp [<mailto:garyk48@gmail.com>]
Sent: Thursday, January 28, 2016 9:29 AM
To: Community Development Email
Subject: Parklands

Good Morning,

I attended last nights hearing on the zone changing for Parklands development. Since the zoning is in place for development I'd be all for changing and allowing residential development. What I oppose is starting anything until the transportation issues have been addressed. This means connecting Camas Meadows drive to Larkspur before any ground is broken. Without completing this road where would all this construction traffic go?? My street? Payne. Payne is already a nightmare. Camas Meadows drive would have all those logging trucks? I'd compare this to. Bridge to nowhere.

Gary R Knopp

6201 NW Payne St
Camas, Washington
98607

Sent from my iPhone

Jan Coppola

From: J Tearney <jtearney@hotmail.com>
Sent: Wednesday, February 03, 2016 10:18 PM
To: Community Development Email
Subject: Fw: SEPA 15-14 Parklands at Camas Meadows
Attachments: lark.png

From: J Tearney <jtearney@hotmail.com>
Sent: Wednesday, February 3, 2016 10:05 PM
To: J Tearney
Subject: Re: SEPA 15-14 Parklands at Camas Meadows

I was unable to attend the approval meeting but would like my attached comments considered for the next approval process and would like to be notified of the date. Thanks.

From: J Tearney <jtearney@hotmail.com>
Sent: Monday, January 25, 2016 10:25 PM
To: communitydevelopment@cityofcamas.us
Subject: SEPA 15-14 Parklands at Camas Meadows

1) when NW Larkspur St is extended and widened to Camas Meadows Dr a few things should be addressed. The drain at the intersection of Larkspur and 61st Circle does not trap enough of the water flow going down Larkspur and much of it goes down 61st Circle. The drains at the bottom of 61st Circle cannot handle the excess and flooding between the houses at the bottom of the street occurs. I have sent pictures of the flooding to the city in the past. No water from Larkspur should be going down 61st Circle.

2) 61st Circle should have a dead-end sign set up just like Klickitat St. Numerous vehicles go down the street and have to circle out. This especially occurs during construction on other streets when the trucks are lost.

3) The intersection at NW Larkspur and NW 60th Ave will need to have a light put in. All the traffic you are funneling down the street is going to cause a host of problems. It is bad enough that 42 new homes are going in and now most people will take Larkspur to go by the Golf Course but you are also going to approve an additional 77 single family homes and 138 multi-family apartments in the Village at Camas Meadows.

4) There is a rumor that NW Payne St will revert back to Private. Larkspur needs some relief. People who bought homes on Larkspur did not expect it to turn into a freeway.

5) During the last snowfall Parents and their kids were sledding down Larkspur turning the street into far more dangerous ice conditions than expected. In the winter time Larkspur will require more supervision by the city if you are going to send so much more traffic down a steep street.

6) Will the trails in the Parklands be accessible to all or only available for the gated community?

7) The Village at Camas Meadows is described as a 'Village'. I only see planning for high density lots. One massive bedroom community does not make a village.

I missed the Jan 27th meeting but want to go to the next hearing. Who ever gets info on the next hearing please pass it on. I saw the video of the meeting online and I think we need to get more vocal.

- 1) People who are not against the project do not live on Larkspur. I doubt anyone living on Larkspur approves of this project.
- 2) There is not an effective buffer zone for current residences on Larkspur and the closest office building.
- 3) Traffic on Larkspur will be going up exponentially.
- 4) City commissioners should not be allowed to vote on a project of this scale unless they have come out and visibly inspected the impact of this proposal.
- 5) No proposal for creating safety on this very steep street was tabled. There seems to be not even enough money to widen the street let alone build the street with safety in mind for the residents that live on it. So I predict safety will be ignored until it is too late and someone is killed.
- 6) The proposed Kessi Engineering plan dated Jan 09/2016 did not show a building so close to the homes on Larkspur but instead showed a vegetated storm tract. It is an absolute game changer to put a building or parking lot that close to current homes.

The concerns for everyone can be mitigated to a great degree by a couple of changes.

- 1) Forget about punching Larkspur thru to the golf course. Simply because it was planned for a long time does not mean that it is a good idea. All access to the new development should be from the safe level street that goes by the golf course from the west. There are no private residences on that road. It is already capable of handling the traffic. It will cost the city a huge amount to make Larkspur safe for the expected traffic load and I just do not see Camas or the developers spending that money. So Camas will be open up to lawsuits for every accident that occurs.
- 2) Build your office buildings but give the residents on Larkspur the same amount of buffer space you so kindly allocate to residents on Klickitat.

ORDINANCE NO. 16-001

AN ORDINANCE adopting a new Chapter 15.50 of the Camas Municipal Code, relating to the permitting of clearing and grading activity.

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

Section I

A new Chapter 15.50 of the Camas Municipal Code, entitled, **CMC 15.50: Clearing and Grading**, is hereby adopted, as set forth in Exhibit "A", attached hereto and by this reference incorporated herein.

Section II

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 7th day of March, 2016.

SIGNED: _____
Mayor

SIGNED: _____
Clerk

APPROVED as to form:

City Attorney

Exhibit A

Chapter 15.50 Clearing and Grading

15.50.010 Purpose

15.50.020 Applicability

15.50.030 Review Threshold Established

15.50.040 Clearing and Grading Activity Requiring Approval – Permit Required

15.50.050 Exemptions

15.50.060 Authority

15.50.070 Relationship to Other Codes, Regulations and Practices

15.50.080 Submittal Requirements

15.50.090 Clearing and Grading Standards

15.50.100 Cut and Fill slopes

15.50.110 Rockeries

15.50.120 Control of Other Pollutants

15.50.130 Conditions of Approval/Project Denial

15.50.140 Expiration of Applications and Permits

15.50.150 Inspections

15.50.160 Appeal

15.50.170 Permit Required

15.50.180 As-Built Plans

15.50.190 Final Approval

15.50.010 Purpose

- A. To promote the public health, safety, and general welfare of the citizens and protect public and private resources of the City of Camas without preventing the reasonable use, development, and maintenance of land.
- B. To avoid or minimize impacts of clearing and grading, as a component of land disturbance activities..
- C. To encourage site development on private property, including clearing, excavation, and filling in such a manner as to minimize hazards to life, health, and property.
- D. To preserve and enhance the physical and aesthetic character of Camas by preventing untimely and indiscriminate removal or destruction of trees and ground cover.
- E. To preserve, replace, or enhance the natural qualities of lands, watercourses, and aquatic resources; preserve and protect priority fish and wildlife habitats; minimize water quality degradation and the sedimentation of creeks, streams, ponds, lakes, wetlands, marine waters, and other water bodies; and preserve and enhance beneficial uses.

- F. To minimize surface runoff and diversion which may contribute to flooding.
- G. To reduce siltation in streams, lakes, storm sewer systems, and public roadside improvements.
- H. To reduce the risk of slides and the creation of unstable building sites.
- I. To promote building and site planning practices that are consistent with the natural topography, soils, and vegetation features while at the same time recognizing that certain factors such as disease, danger or fallings, proximity to existing and proposed structures and improvements, interference with utility services, protection of scenic views, and the realization of a reasonable enjoyment of property may require the removal of certain trees and ground cover.
- J. To ensure prompt development, restoration, and replanting and effective erosion control of property after tree removal and/or land clearing and grading.
- K. To implement the goals and policies of the City of Camas Comprehensive Plan.
- L. To promote low impact development, site planning, and building practices that provide for managing surface water runoff on-site and are consistent with the natural topography, vegetation cover, and hydrology.
- M. It is also the purpose of this code to establish a review process for larger, potentially more impactful land disturbing projects to ensure these regulations are met.

15.50.020 Applicability

All clearing and grading activities within the City of Camas shall be subject to the provisions of this chapter. No clearing and grading approval shall be issued by the City of Camas prior to the applicant's meeting the submittal requirements as set forth in these regulations and only when in compliance with federal, state, and local regulations.

15.50.030 Review Threshold Established

The City of Camas has determined that there is a threshold of clearing and grading activity where the likelihood of impact to land and resources is sufficiently high to require permit review and approval of the activity by the City Engineer or designee. Threshold criteria contained in CMC 15.50.040 and CMC 15.50.050 shall be applied.

15.50.040 Clearing and Grading Activity Requiring Approval – Permit Required

Clearing and grading approval is required for any project involving any of the following:

- A. Any clearing, filling, excavation, or grading in a protected area, critical area, or critical area buffer.
- B. Clearing and grading of an area of 7,000 square feet or greater.
- C. Fill and/or excavation of one-hundred (500) cubic yards or more, even if excavated material is used as fill on the same site. [Quantities of fill and excavation are separately calculated and then added together, even if excavated material is used as fill in the same site.]
- D. Clearing and grading that will likely penetrate the ground water table, including construction of ponds and reservoirs.
- E. An excavation or fill which is more than four (4) feet in depth or which creates cut slope greater than four (4) feet in height and steeper than two units horizontal in one unit vertical (2:1).
- F. Any regrading or paving of an area used for stormwater retention or detention or as an existing drainage course.
- G. Retaining walls over four (4) feet in height as measured from the bottom of the base rock or block, or as identified by an engineer as having loads under 4'.

15.50.050 Exemptions

- A. Forest practices regulated under RCW 79.09 are not governed by this ordinance. Activities involving conversion of land to uses other than commercial timber production are subject to the clearing and grading or land disturbance regulations of this chapter.
- B. Clearing and grading approval is not required for any of the following activities, provided that such clearing and grading activities are conducted in accordance with the minimum requirements contained in this chapter:
 - 1. Activities needed to place building foundations and retaining walls requiring an approval when in compliance with the Washington State Building Code. The state Building code is the International Building Code with amendments adopted by Washington State.
 - 2. Land clearing, grading, filling, sandbagging, diking, ditching or similar work during or after periods of extreme weather or other emergency conditions which have created situations such as toxic releases, flooding, or high fire danger that present an immediate danger to life or property.
 - 3. Digging of individual graves in a permitted graveyard.

4. Refuse disposal sites controlled by other regulations.
 5. Mining, quarrying, excavation, processing, or stockpiling of rock, sand gravel, aggregate, or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property.
 6. Agricultural crop management of existing and ongoing farmed areas as defined per RCW 84.34.020.
 7. Routine drainage maintenance of existing, constructed stormwater drainage facilities located outside of a protected area, including, but not limited to, detention/retention ponds, wetponds, sediment ponds, constructed drainage swales, road side ditches, water quality treatment facilities, such as filtration systems, and regional storm facilities that are necessary to preserve the water quality treatment and flow control function of the facility. The exemption does not apply to any expansion and/or modification to already excavated and constructed stormwater drainage facilities.
 8. Roadway repairs and overlay within public street rights-of-way for the purpose of maintaining the pavement on existing paved roadways.
 9. Utility line installation or maintenance completed in accordance with other provisions of the Camas Municipal Code and Engineering Design Standards.
 10. The removal of dead, diseased or damaged trees which constitute a hazard to life or property.
 11. Routine maintenance of golf courses.
- C. An exemption from a Clearing and Grading Permit does not exempt the person doing the work from meeting all the applicable codes of the City of Camas.

15.50.060 Authority

- A. As provided herein, the Public Works Director (director) is given the authority to interpret and apply, and the responsibility to enforce this chapter to accomplish the stated purpose.
- B. The director may withhold, condition, or deny permits or activity approvals to ensure that the proposed action is consistent with this chapter.

15.50.070 Relationship to Other Codes, Regulations and Practices

- A. These clearing and grading regulations shall apply in addition to zoning and other regulations adopted by the City of Camas.

- B. In order to be in compliance with the provisions of this chapter, the applicant shall comply with the applicable engineering standards approved by the director. In addition, the applicant shall comply with those minimum requirements as set forth in the latest edition of the Department of Ecology's *Stormwater Management Manual for western Washington*, or an approved, equivalent manual.
- C. Compliance with the provisions of this chapter does not constitute compliance with other federal, state, and local regulations and permit requirements that may be required. The responsibility for determining the existence and application of these requirements rests solely with the applicant.

15.50.080 Submittal Requirements

- A. An application for a Clearing and Grading Permit shall be submitted on a form provided by the City. Accompanying such form shall be a general plot plan, which shall minimally include the following information:
 - 1. General vicinity map.
 - 2. A site plan, drawn to scale that includes streets, proposed access, existing and proposed structures, existing and proposed topography, extent and location of proposed clearing and grading activities, major physical features of the property (e.g., streams, ravines, etc.) and sensitive or critical areas on or near the site (within 300 feet), drainage channels, surface water flows from offsite, sewer and water lines (if possible), and existing and proposed easements.
 - 3. Location and dimensions of buffer areas to be maintained or established, and location and description of proposed erosion-control devices or structures.
 - 4. Location of all significant trees (as defined by the Camas Municipal Code) and identification of type and size. Designation of those trees to be removed and those to be protected.
 - 5. Identification of areas to be revegetated and/or restored. Provide plant types and methods.
 - 6. Address the Clearing and Grading Standards of CMC 15.50.090.
 - 7. As determined at the discretion of the Director, other information as deemed appropriate to this chapter may be required in instances related to geological hazard, shoreline protection, stream protection, tree protection and replacement, or project scope.
 - 8. If the grading involves 500 or more cubic yards, a SEPA (State Environmental Policy Act) review shall be required as per CMC 16.07.020(A)(5)..

9. Grading in excess of 100 cubic yards shall be performed in accordance with an approved erosion control and drainage plan prepared by a licensed professional engineer or certified erosion control specialist in the State of Washington. An erosion control plan shall address erosion and sedimentation.
- B. Upon receipt of a clearing and grading application, the director or his/her designee will confer with other city personnel as may be appropriate, and make a decision generally within 45 days of submission of an application, fee and all necessary information.
- C. Approved plans shall not be amended without authorization of the director or his/her designee. The permit may be suspended or revoked by the director because of incorrect information supplied or any violation of the provisions of this chapter.
- D. An application penalty fee triple that of the adopted Clearing and Grading permit fee shall be assessed for any clearing or grading conducted prior to issuance of a Clearing and Grading Permit, or for clearing and grading activities outside of areas previously approved, for such activities.

15.50.090 Clearing and Grading Standards

The purpose of this section is to provide general standards for all clearing and grading activities undertaken within the City of Camas. This section is intended to apply to all clearing and grading activities including both activities that do and do not require formal approval by the City.

- A. Minimize Potential Impacts: All clearing and grading activities shall be conducted so as to minimize potential adverse effects of these activities on surface water quality and quantity, groundwater recharge, fish and wildlife habitat, adjacent properties, and downstream drainage channels. The permittee shall attempt to prevent impacts and minimize the clearing of naturally occurring vegetation, retain existing soils, and maintain the existing natural hydrological functions of the site.
 - a. If working on a phased project, clearing and grading activities must be confined to the particular phase of the project in which full civil improvements are being constructed. Future phases may not be cleared or graded to assist the contractor in balancing the overall site.
- B. Mark Clearing and Grading and Land Disturbance Limits: Prior to commencing activity, the applicant shall establish and mark on-site clearing and grading limits and other critical site features as appropriate with orange construction fence or other means approved by the City.
- C. Natural features and Vegetation Retention: Wherever possible, vegetation, drainage, and other natural features of the site shall be preserved, and the grading and clearing

shall be performed in a manner that minimizes impacts resulting from building, road, and utility footprints. Groundcover and tree disturbance shall be minimized, and root zones shall be protected.

- D. No ground cover or trees located within a required critical area or its established buffer shall be removed, nor shall any mechanical equipment operate in such areas, provided that conditions deemed by the director to be a public nuisance may be removed.
- E. Aesthetics: Land disturbance activity undertaken in such a manner so as to preserve and enhance the City of Camas aesthetic character. Important landscape characteristics that define the aesthetic character, such as large trees (over 8 inches dbh), important vegetative species, and unique landforms or other natural features shall be preserved to the extent practicable.
- F. Site Containment: Erosion, sediment, and other impacts resulting from any clearing and grading activity shall be contained on site. Containment of such impacts may require temporary erosion/sedimentation control measures during and immediately following clearing and grading activities. The faces of slopes shall be prepared and maintained to control erosion. Check dams, riprap, plantings, terraces, diversion ditches, sedimentation ponds, straw wattles, or other devices or methods shall be employed where necessary to control erosion and provide safety. Devices or procedures for erosion protection shall be initiated or installed as soon as possible during grading operations and shall be maintained in operable condition by the owner.
- G. Protection of Adjacent Properties: Adjacent properties, storm drain inlets, and the downstream natural and built drainage system shall be protected from sediment deposition and erosion by appropriate use of BMPs such as vegetative buffer strips, sediment barriers or filters, dikes or mulching, or by a combination of soil stabilization measures. If protection is inadequate and deposition occurs on the adjacent property, public right-of-way, or drainage system, the permittee shall immediately remove the deposited sediment and restore the effected area to its original condition. Downstream properties and waterways shall be protected from erosion and sedimentation during construction due to temporary increases in the volume, velocity, and peak flow rate of runoff from the site by use and implementation of sediment ponds, or other acceptable methods to the City Engineer.
- H. Construction Access: Construction vehicle access shall be, whenever feasible, limited to one route. A temporary access road shall be provided at all sites. Access surfaces shall be stabilized to minimize the tracking of sediment onto adjacent roads by utilizing appropriate BMPs. Other measures may be required at the discretion of the director in order to ensue that sedimentation is not tracked onto public streets by construction vehicles, or washed into storm drains. Sediment deposited on the paved right-of-way shall be removed in a manner that prevents it from entering the drainage system.

- I. Stabilization of Disturbed Areas: All exposed soil shall be stabilized by application of suitable BMPs and soil stabilization measures, including but not limited to sod or other vegetation, plastic covering, mulching, or application of base course(s) on areas to be paved. All BMPs shall be selected, designed and maintained consistent with the Camas Design Standards Manual. From October 1 through July 5th, no unworked soils shall remain exposed for more than two days. From July 6th through September 30, no unworked soil shall remain exposed for more than seven days. The City may permit extension of these times or require reduction of these times, including shutting down all clearing and grading activities based on current or projected weather conditions with prior approval of the director.
- J. Dust Suppression: Dust from clearing, grading, and other construction activities shall be minimized at all times. Impervious surfaces on or near the construction area shall be swept, vacuumed, or otherwise maintained to suppress dust entrainment. Any dust suppressants used shall be approved by the director. Petrochemical dust suppressants are prohibited. Watering the site to suppress dust may be prohibited, unless it can be done in a way that keeps sediment out of the drainage system.
- K. Erosion and Sediment Control: The property owner shall design and implement erosion and sediment control BMPs appropriate to the scale of the project and necessary to prevent sediment from leaving the project site.
 1. In addition to the measures in this title and other referenced ordinances and manuals, the director may impose the following additional measures, as appropriate for the project.
 - a. Performance monitoring to determine compliance with water quality standards.
 - b. Funding additional city inspection time, up to a full-time inspector.
 - c. Stopping work to control erosion and sedimentation.
 - d. Construction of additional siltation/sedimentation ponds.
 - e. Establishment a series of sediment tanks or temporary filter vaults.
 - f. Installation of high quality catch basin inserts to filter runoff.
 - g. Use of erosion control blankets, nets, or mats in addition to or in conjunction with straw mulch.
 - h. Temporary on-site stormwater conveyance systems designed, constructed, and stabilized to prevent erosion from leaving the site and impacting properties, streams, wetlands downstream of the clearing and grading activity. Stabilization measures shall be provided that comply with local BMPs at stormwater conveyance system outlets to prevent erosion of outlets, adjacent streambanks, slopes, and downstream reaches or properties.
 - i. If the initially implemented erosion and sediment BMPs do not adequately control erosion and sedimentation, additional BMPs shall be installed, including but not limited to the extraordinary BMPs described in subsection (1) of this section. It is the permittee's responsibility to ensure sediment does

not leave the site in an amount that would violate applicable state, or local water quality standard(s).

2. The timing/sequencing requirements for implementing/removing erosion and sediment control measures are as follows:
 - a. The permittee must install the temporary erosion control prior to all other clearing, grading, or construction.
 - b. The permittee must remove all temporary erosion and sediment control within thirty (30) days after final site stabilization or after control is no longer needed, per agreement with the director. Before removing such controls, the permittee must remove trapped sediment or stabilize on site. Any soils disturbed during sediment removal must be permanently stabilized by the permittee.

15.50.100 Cut and Fill slopes

Cut and fill slopes shall be designed and constructed in a manner that will minimize erosion. In addition, slopes shall be stabilized in accordance with the requirements of this section. The applicant/permittee shall:

- A. Submit a geotechnical report, when required pursuant to CMC 16.59 or otherwise under the Camas Municipal Code.
- B. Minimize clearing and grading on slopes fifteen (15) percent or greater.
- C. Comply with any required critical areas report approval pursuant to CMC 16.59.
- D. Limit the maximum gradient of artificial slopes to no steeper than 2:1 [two (2) feet of horizontal run to one (1) foot of vertical fall].
- E. Do no clearing, excavation, stockpiling, or filling on the potential slide block of an unstable or potentially unstable slope unless it is demonstrated by a geotechnical engineer of record and approved by the director, that the activity would not increase the load, drainage, or erosion on the slope.
- F. Do no clearing, excavation, stockpiling, or filling on any unstable or potentially unstable areas (such as landslide deposits) unless it is demonstrated that the activity would not increase the risk of damage to adjacent property or natural resources or injury to persons.
- G. Intercept any groundwater, subsurface water, or surface water drainage encountered on a cut slope and discharge it at a location approved by the City Engineer.
- H. Follow the procedures and standards in the clearing and grading development standards related to slopes.

- I. Design and protect cut and fill slopes to minimize erosion.

15.50.110 Rockeries

Rockeries may be used for erosion protection of cut or fill slopes for both larger land developments such as land divisions or for construction on individual lots. The primary function of a rockery is to protect the slope face from soil erosion and sloughing.

- A. Retaining walls used to protect uncontrolled fill slopes may be no higher than four (4) feet, as measured from the bottom of the base rock.
- B. Rockeries used to protect cut slopes or reinforced or engineered fill slopes may be up to a maximum height of twelve (12) feet, as measured from the bottom of the base rock, with the approval of the City. Any rockery that is over four (4) feet high, as measured from the bottom of the base rock (cut slopes and reinforced and engineered fill slopes only) shall be designed and stamped by a geotechnical engineer.
- C. A wall drain must be provided for all rockeries greater than four (4) feet in height as measured from the bottom of the base rock. The drains shall be installed in accordance with City building and engineering standards.
- D. If a rockery is within a required yard setback, the height and location requirements of CMC 18.17.060 shall be applicable.
- E. The geotechnical engineer shall provide construction monitoring and/or testing as required by the permit conditions, and submit construction inspection reports to the city for all rockeries that require design by a geotechnical engineer. For each project, or phase of a project, the geotechnical engineer must provide a final letter or report summarizing the results of the construction monitoring for each rockery, verifying that the rockery construction meets the geotechnical recommendations and design guideline. The final letter or report must be submitted to the city prior to final clearing and grading inspection.
- F. Rockeries reviewed and approved concurrent and associated with a building permit for new home construction shall not be subject to a separate permit but shall comply with the requirements of this section.

15.50.120 Control of Other Pollutants

The permittee must properly handle and dispose of other pollutants that are on-site during construction so as to avoid possible health risks or environment contamination. Direct and indirect discharge of pollutants to the drainage system, critical areas, wetlands, streams, or to any adjacent property is prohibited.

15.50.130 Conditions of Approval/Project Denial

- A. The director may impose conditions on permit approval as needed to mitigate identified project impacts and shall deny permit applications that are inconsistent with the provisions of this chapter.
- B. All clearing and grading projects shall be subject to the following conditions and applicable fees:
 - 1. All clearing and grading, as a component of land disturbing projects, shall be subject to inspection by the City of Camas.
 - 2. Prior written permission from the director shall be provided for modification of any plan.
 - 3. The applicant shall maintain an up-to-date, approved copy of the plans on-site.
 - 4. All materials or spoils removed from the site and deposited within the City of Camas shall be subject to a separate permit under this chapter for the receiving site. Failure to exported material to an approved/permitted location shall constitute a violation of the underlying permit (sending site).
- C. When a SEPA environmental checklist is required:
 - 1. A determination of non-significance (DNS), a mitigated determination of non-significance (MDNS), or a determination of significance (DS) shall be issued by the City of Camas prior to the issuance of a clearing and grading approval by the director.
 - 2. Provisions contained in the DNS, MDNS, or DS shall be considered when approving the clearing and grading activity and conditions of the approval shall not be less restrictive than those in the environmental determination.

15.50.140 Expiration of Applications and Permits

- A. When a permit is ready to be issued, the applicant shall be notified and must pick up the permit within sixty (60) days of notification or it will be void.
- B. Clearing and grading permits expire when:
 - 1. The authorized work is not begun within six (months) from the date of approval issuance or other timeframe as specified in the permit.
 - 2. Work is abandoned for over one-hundred-eighty (180) days.

3. If authorized work is completed in a consistent and progressive manner, the approval shall expire one (1) year from the date of issuance unless an alternate time frame is specified on the permit or an extension is granted.
4. Upon a showing of good cause, up to two (2), six (6) month extensions may be granted, provided that conditions relevant to the issuance of the permit have not substantially changed and no material detriment to the public welfare will result from the extension.

15.50.150 Inspections

- A. Each site shall be inspected as necessary to ensure that required sediment control measures are installed and effectively maintained in compliance with the permit requirements. Where applicable, the applicant must obtain inspection by the city at the following stages:

- Stage 1 - Following the installation of sediment control measures or practices and prior to any other clearing or grading activity, including during the construction of sediment traps and ponds.
- Stage 2- During rough grading, including hauling imported or waste materials.
- Stage 3- Upon completion of final grading, including the establishment of ground covers and planting, and installation of all landscaping.

- B. The director shall specify inspection, testing, and monitoring requirements applicable to a given project prior to permit issuance. However, the director may require additional inspection, testing, monitoring, or professional analysis and recommendations when conditions exist that were not covered in the permit application document or were not sufficiently known at the time of permit issuance.
- C. The permittee must give the City of Camas at least 48 hours of advanced notice prior to needed inspections.
- D. Where applicable, the City may accept inspections conducted by a certified erosion control specialist or licensed professional engineer who must file an inspection report with the director.

15.50.160 Appeal

Any person or persons aggrieved by any action of the director may, within fourteen (14) calendar days of such action, file a notice of appeal with the hearings officer setting forth the reasons for such an appeal. The hearings officer shall hear and determine the matter and may affirm, modify, or disaffirm the administrative decision within ninety (90) calendar days of the filing of notice of appeal.

15.50.170 Permit Required

Every person working or directing work that requires a permit under this chapter must:

- A. Have a copy of the permit before starting and during all phases of work. The permit, approved plans, and applicable terms and conditions of approval shall be kept on site at all times.
- B. Be familiar with and comply with the terms and conditions of the permit.
- C. Applicant shall pay all applicable fees as listed in the adopted fee schedule.

15.50.180 As-Built Plans

For clearing and grading undertaken to develop a plat or short plat infrastructure, the permittee shall submit a copy of the as-built plans to the director. Such plans shall be submitted prior to final approval and shall be included in the overall civil engineering as-built set for public infrastructure

15.50.190 Final Acceptance

The director shall give final approval that clearing has been carried out in compliance with the permit once all work is completed per the permit and is consistent with provisions listed in CMC17.21.070.



CITY OF CAMAS STAFF REPORT

To: City Council
From: Robert Maul, Planning Manager
Date: March 7th, 2016
Proceeding Type: Public Hearing
Subject: Clearing and Grading Ordinance

Legislative History:

- | | |
|--------------------------------|----------------------------------|
| • PC Public Hearing: | January 27 th , 2016 |
| • City Council Workshop: | February 16 th , 2016 |
| • City Council Public Hearing: | March 7 th , 2016 |
-

Background:

The Camas Municipal Code (CMC) currently has general provisions regarding ground disturbing activities tied to grading and construction. However, there isn't a dedicated chapter for an all-inclusive section on clearing and grading activities if pursued as a stand-alone action. For example, Title 14 has a chapter for Erosion and Sediment Control, which is applicable to all site development within the city and does a good job on providing specific parameters on implementing erosion control measures. Titles 15 (Building and Construction), 16 (Environment), 17 (Land Development), and 18 (Zoning) all have various elements that touch on ground disturbing activities and mitigation, but there isn't anything that deals with specific grading only requests with great clarity. Staff's effort with this draft code section will be to centralize and consolidate regulatory framework and provisions in one chapter for all grading and clearing activities.

It is a relatively common practice in the development community to seek grading only permits to prep a site for anticipated construction activities. Those grading and clearing activities are still subject to all provisions of the CMC, but there is less clarity on how to best process and address those activities independent of the development review process. Many communities have a whole chapter dedicated to clearing and grading activities, which is what staff is proposing. It

helps centralize and consolidate all development triggers, mitigation measures, and review criteria to not only help staff, but provide certainty for the development community as well.

The proposed code section would be added as a new chapter to Title 15 and would be administered by engineering and community development staff.

A public hearing was conducted with the Planning Commission on January 27th, 2016. No public testimony was taken. The Planning Commission unanimously recommended approval to the City Council with some minor edits, which are contained in the packet.

Recommendation:

Staff recommends that the City Council conduct a public hearing, take testimony, deliberate and then take final action. If Council wishes to adopt the proposed code section then staff recommends passing Ordinance No. 16-001.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

March 1, 2016

City of Camas, SEPA Official
Community Development Department
616 Northeast Fourth Avenue
Camas, WA 98607

Dear SEPA Official:

Thank you for the opportunity to comment on the determination of nonsignificance for the Camas Municipal Code (CMC), Chapter 15.50, Clearing and Grading Project (SEPA16-01). The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

**SHORELANDS & ENVIRONMENTAL ASSISTANCE:
Rebecca Rothwell (360) 407-7273**

Section 15.50.040(C) of the proposed code states, in part: “Fill and/or excavation of one-hundred (500) cubic yards or more, even if excavated ...” Ecology recommends that the city clarify whether this section means 100 or 500 cubic yards.

Section 15.50.040(G) of the proposed code states: “Retaining walls over four (4) feet in height as measured from the bottom of the base rock or block, or as identified by an engineer as having loads under 4'.” Ecology recommends that the city clarify the phrase “having loads under 4’.”

Section 15.50.050(B)(1) of the proposed code states, in part: “Activities needed to place building foundations and retaining walls requiring an approval ...” Ecology recommends that the city clarify what type of approval is meant.

Section 15.50.050(B)(1) of the proposed code states, in part: “Land clearing, grading, filling, sandbagging, diking, ditching or similar work during or after periods of extreme weather ...” Ecology recommends that the city define the limits of “after” extreme weather or emergency conditions.

In section 15.50.050(B)(10) of the proposed code, the city may want to consider requiring that the status of “diseased tree” be determined by a certified arborist.

City of Camas, SEPA Official

March 1, 2016

Page 2

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

(SM:16-0707)

cc: Rebecca Rothwell, SEA



COWLITZ INDIAN TRIBE

Cultural Resources Department

P.O. Box 2547 • 1055 9th Ave. Suite C • Longview, WA 98632

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INADVERTENT DISCOVERY LANGUAGE

[revised 130708]

In the event any archaeological or historic materials are encountered during project activity, work in the immediate area (initially allowing for a 100' buffer; this number may vary by circumstance) must stop and the following actions taken:

1. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering; and
2. Take reasonable steps to ensure the confidentiality of the discovery site; and,
3. Take reasonable steps to restrict access to the site of discovery.

The project proponent will notify the concerned Tribes and all appropriate county, state, and federal agencies, including the Department of Archaeology and Historic Preservation (SHPO in Oregon). The agencies and Tribe(s) will discuss possible measures to remove or avoid cultural material, and will reach an agreement with the project proponent regarding actions to be taken and disposition of material.

If human remains are uncovered, appropriate law enforcement agencies shall be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribes will take place in order to mitigate the final disposition of said remains.

See the Revised Code of Washington, Chapter 27.53, "Archaeological Sites and Resources," for applicable state laws and statutes. See also Washington State Executive Order 05-05, "Archaeological and Cultural Resources." Additional state and federal law(s) may also apply.

It is strongly encouraged copies of this plan are retained on-site while project activity is underway.

Contact information:

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CULTURAL RESOURCE PROTECTION LAWS

**NOTE: This list is not all-inclusive, and does not take place of consultation.
Not all laws will apply in all situations.**

Federal Laws

National Historic Protection Act (NHPA)	36 CFR 60	http://www.achp.gov/docs/nhpa%202008-final.pdf
Native American Graves Protection and Repatriation Act (NAGPRA)	43 CFR 10	http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?type=simple;c=ecfr;cc=ecfr;sid=abefc428407c704d63fef71637939827;idno=43;region=DIV1;q1=NATIVE%20AMERICAN%20GRAVES%20PROTECTION%20AND%20REPATRIATION;rgn=div5;view=text;node=43%3A1.1.1.1.10 or http://tinyurl.com/yc4sx7o
Executive Order 13175— Consultation and Coordination With Indian Tribal Governments		http://www.em.doe.gov/pdfs/MEMO%20Tribal%20Consultation%20and%20Executive%20Order%2013175.pdf or http://tinyurl.com/4mgxrhq

Washington State Laws

Archaeological Sites and Resources	27.53 RCW	http://apps.leg.wa.gov/RCW/default.aspx?cite=27.53
Executive Order 05-05		http://www.governor.wa.gov/execorders/eo_05-05.pdf
Notice of Forest Practices to Affected Indian Tribes	WAC 222-20-120	http://apps.leg.wa.gov/WAC/default.aspx?cite=222-20-120

Oregon State Laws

Indian Graves and Protection Objects	ORS 97.740-S 97.760	http://www.leg.state.or.us/ors/097.html
Archaeological Objects and Sites	ORS 358.905 - 358.955	http://www.leg.state.or.us/ors/358.html

RESOLUTION NO. 16-004

A RESOLUTION setting the speed limit on public streets within the 2015 annexed areas.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS as follows:

Section I

The Council of the City of Camas finds, upon annexation of County roads, that clarification of the speed limits of said streets is necessary. The Council furthermore finds upon the basis of engineering and traffic investigation that the speed permitted by Clark County prior to annexation, whether by postings or state statute, is adequate for the public roadways within the newly annexed areas of Camas in 2015.

Section II

It is hereby declared that the speed limit for the following described street or sections thereof shall be as hereinafter set forth:

<u>Name of Street</u>	<u>Speed Limit</u>
Brady Road from its intersection with NW McIntosh Road to the westerly city limits	40 mph
SW 6 th Avenue, also known as the Old Evergreen Highway from 2,500 feet west of SW Zillah Street to the westerly city limits	40 mph

Section III

The City Engineer is directed to erect signs giving notice of the speed limit on said streets.

ADOPTED at a regular Council meeting this ____ day of _____, 2016.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney